



AGENDA
CITY OF ORMOND BEACH, FLORIDA
CITY COMMISSION MEETING
February 2, 2021
7:00 PM

Mayor Bill Partington

Zone 1 – Commissioner Dwight Selby

Zone 3 – Commissioner Susan Persis

Zone 2 – Commissioner Troy Kent

Zone 4 – Commissioner Rob Littleton

COMMISSION CHAMBERS

22 South Beach Street, Ormond Beach, FL 32174

Phone: 386-677-0311

Web: www.ormondbeach.org

***Please see page 5 of this agenda for information on meeting procedures
and public commenting information.***

- 1. CALL TO ORDER**
- 2. INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. PRESENTATIONS AND PROCLAMATIONS**
 - A. Ormond Beach Lions Club
 - B. Plaque Presentation from CWC Ministries
- 5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA**
- 6. APPROVAL OF MINUTES**
 - A. Minutes from City Commission meeting – January 19, 2021
- 7. CONSENT AGENDA**

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items.

- A. **RESOLUTION NO. 2021-41:** A RESOLUTION AUTHORIZING EXECUTION OF A COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR FISCAL YEAR 2020-2021 BETWEEN THE CITY AND THE COUNTY OF VOLUSIA; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Loretta Moisio, Grants Coordinator (386-676-3315)

- B. **RESOLUTION NO. 2021-42:** A RESOLUTION APPOINTING A MEMBER TO SERVE ON THE HISTORIC LANDMARK PRESERVATION BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Colby Cilento, City Clerk (386-676-3340)

- C. **RESOLUTION NO. 2021-43:** A RESOLUTION AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION WITH HOYLE, TANNER AND ASSOCIATES REGARDING DESIGN SERVICES FOR THE TAXIWAY BRAVO REHABILITATION PROJECT FOR THE ORMOND BEACH MUNICIPAL AIRPORT; AUTHORIZING PAYMENT THEREFORE; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Brian Rademacher, Economic Development Director (386-676-3266)

- D. **Invitation to Bid - Facility Hardening**

Staff Contact: Shawn Finley, Public Works Director (386-676-3292)

Disposition: Approve as recommended in the City Manager memorandum dated February 2, 2021.

8. PUBLIC HEARINGS

- A. **ORDINANCE NO. 2021-02:** AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE CERTAIN PARCELS OF REAL PROPERTY TOTALING APPROXIMATELY 1,055.80-ACRES KNOWN AS THE PLANTATION OAKS SUBDIVISION, GENERALLY LOCATED ALONG THE EAST SIDE OF INTERSTATE 95, SOUTH OF HALIFAX PLANTATION SUBDIVISION, WEST OF OLD DIXIE HIGHWAY, AND NORTH OF U.S. HIGHWAY 1 FROM VOLUSIA COUNTY PLANTATION OAKS OF ORMOND BEACH PLANNED UNIT DEVELOPMENT (RPUD), VOLUSIA COUNTY RR (RURAL RESIDENTIAL), VOLUSIA COUNTY R-3 (URBAN SINGLE FAMILY RESIDENTIAL), VOLUSIA COUNTY R-4 (URBAN SINGLE FAMILY RESIDENTIAL) AND VOLUSIA COUNTY R-5 (URBAN SINGLE FAMILY RESIDENTIAL) TO CITY OF ORMOND BEACH PRD (PLANNED RESIDENTIAL DEVELOPMENT), AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR

PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.
(SECOND READING)

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

- B. **ORDINANCE NO. 2021-03:** AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A 1,577 RESIDENTIAL UNIT PLANNED RESIDENTIAL DEVELOPMENT KNOWN AS "PLANTATION OAKS" BASED UPON ANNEXATION AND INCORPORATING THE VOLUSIA COUNTY DEVELOPMENT ORDERS PREVIOUSLY APPROVED; AUTHORIZING AN AMENDMENT TO ALLOW PHASE 1 (669 LOTS) OF THE PLANTATION OAKS SUBDIVISION TO DELETE THE AGE RESTRICTION THAT LIMITS RESIDENTS TO 55 YEARS OF AGE AND OVER AND REQUIRING THAT ALL HOMES CONSTRUCTED WITHIN PHASE 1 SHALL ONLY BE SITE BUILT, SINGLE-FAMILY, STANDARD DWELLINGS ON FEE SIMPLE LOTS, WITH NO MANUFACTURED OR MOBILE HOMES ALLOWED, SUBJECT TO VOLUSIA COUNTY SCHOOL CONCURRENCY; GENERALLY LOCATED ALONG THE EAST SIDE OF INTERSTATE 95, SOUTH OF HALIFAX PLANTATION SUBDIVISION, WEST OF OLD DIXIE HIGHWAY, AND NORTH OF U.S. HIGHWAY 1; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

- C. **ORDINANCE NO. 2021-04:** AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE BY UPDATING ARTICLE VII, NORTH U.S. HIGHWAY 1 INTERLOCAL PLANNING AND MUNICIPAL SERVICE AREA; DIVISION 2, ITINERANT MERCHANT REGULATIONS FOR RECOGNIZED SPECIAL EVENTS AND OUTDOOR ENTERTAINMENT ACTIVITY; TEMPORARY CAMPSITES: SECTION 2-84, MUNICIPAL SERVICE AREA AND JOINT PLANNING AREA; PURPOSE; SECTION 2-85, LEGISLATIVE FINDINGS; SECTION 2-86, DEFINITIONS; SECTION 2-87, HIGH IMPACT USES ON LAND; CLASSIFICATION AND CATEGORY OF USE; RATIONALE; SECTION 2-88, AMORTIZATION SCHEDULE FOR VACANT OR UNIMPROVED LAND CATEGORY; AND SECTION 2-90, TEMPORARY CAMPSITES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

- D. **ORDINANCE NO. 2021-05:** AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ORMOND BEACH BY AMENDING THE FUTURE LAND USE MAP TO CHANGE THE DESIGNATION OF A PORTION OF ONE (1) PARCEL OF REAL PROPERTY TOTALING 0.32± ACRES LOCATED AT 2341 WEST GRANADA BOULEVARD, VOLUSIA COUNTY PROPERTY APPRAISER PARCEL NUMBER 4127-00-00-0024 FROM VOLUSIA COUNTY “RURAL” (R) TO ORMOND BEACH “GENERAL COMMERCIAL” (GC); PROVIDING FOR CONFLICT; AUTHORIZING TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

- E. **ORDINANCE NO. 2021-06:** AN ORDINANCE ADOPTING CERTAIN UPDATED SCHEDULES TO THE CAPITAL IMPROVEMENTS ELEMENT OF THE CITY OF ORMOND BEACH COMPREHENSIVE PLAN; PROVIDING WHEN SUCH UPDATES SHALL TAKE EFFECT; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

9. STAFF ACTION ITEMS

- A. **Draft Letter to Volusia County regarding land preservation at Plantation Oaks**

Staff Contact: Joyce Shanahan, City Manager (386-676-3200)

10. REPORTS, SUGGESTIONS, REQUESTS

11. ADJOURNMENT

*****MEETING PROCEDURES AND PUBLIC PARTICIPATION INFORMATION ARE ON THE FOLLOWING PAGE*****

MEETING PROCEDURES AND PUBLIC PARTICIPATION INFORMATION

In order to follow federal, state, and local guidelines regarding public gatherings, and to protect residents, staff, and elected officials due to the COVID-19 virus, physical access to this meeting will be restricted as outlined below. *Those interested in the meeting can also listen through electronic means and utilize the provided online or alternative commenting methods to participate.*

The following information is also available at www.ormondbeach.org/feb2ccmtg.

How To Listen Live

The meeting audio will be streamed live online at www.ormondbeach.org/live. Any member of the public who wishes to listen to the meeting live can do so at that link. The recording of the meeting will be available the following day online at www.ormondbeach.org/ccrecordings.

Access Restrictions

Space will be limited due to social distancing and grouping guidelines. If you wish to listen to the meeting, or submit comments on agenda items, and are able to use the online options provided, you are encouraged to do so. This will help ensure that all those who wish to participate may be able to.

Members of the public wishing to attend the meeting in person are advised of the following guidelines:

- Those in attendance should practice social distancing when inside the building, entering the building, and exiting the building. The wearing of masks is encouraged.
- There will be limited designated socially distanced seating available in the Commission Chambers and in the atrium. *All those in attendance must sit only in the designated socially distanced seating.*
- If all available designated socially distanced seats are being utilized, overflow individuals will need to wait outside the building until space frees up.
- Those in attendance will be required to adhere to social distancing guidelines, including only sitting in designated socially distanced seating.

Public Comments

The City Commission welcomes public comment on agenda items. Those wishing to make comments on any item on the February 2, 2021 meeting agenda may do so via remote submission, as outlined below, *or* in person – following the guidelines stated herein.

Remote submissions of comments on an agenda item may be submitted the following ways:

- **Through an online form:** The form is available at www.ormondbeach.org/agendacomment. You will be asked to provide your name, address, and identify the agenda item you are commenting on.
- **By fax:** You may send your comment via fax to (386) 676-3330. Please provide your name, address, and identify the agenda item you are commenting on in your facsimile.

- ***By written comment:*** If you'd like to submit a written comment, rather than comment online, you may drop off a comment at the 2nd floor reception desk at City Hall during normal business hours. You may also send comment via U.S. mail to the City Clerk at 22 S. Beach Street, Ormond Beach, FL, 32174. Please make sure to clearly label your submission as an agenda item comment for the February 2 City Commission meeting agenda. Please provide your name, address, and identify the agenda item you are commenting on in your correspondence.

Agenda item comments submitted remotely through one of the above provided online or alternative means before **5:00 p.m. on Monday, February 1, 2021**, will be provided to the City Commission prior to the meeting and made part of the official meeting record. Comments on agenda items submitted after 5:00 p.m. on February 1, 2021, but before the conclusion of the Commission meeting, will be provided to the City Commission following the meeting.

Please note that the equivalent of three minutes of each submitted comment will be included in the record.

In-Person Commenting:

- Those wishing to make comments in-person will need to sign up with staff to do so **prior to the start of the meeting.** Requests to speak will not be accepted after the meeting begins.
- Individuals commenting in person must follow social distancing and other guidelines provided in the access restrictions portion of this page.
- Individuals commenting will be provided with three minutes to make their comments.

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.

MINUTES
ORMOND BEACH CITY COMMISSION
HELD AT CITY HALL COMMISSION CHAMBERS

January 19, 2021	7:00 p.m.	Commission Chambers
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Present were: Mayor Bill Partington, Commissioners Dwight Selby, Troy Kent, Susan Persis, and Rob Littleton, City Manager Joyce Shanahan, Assistant City Manager Claire Whitley, City Attorney Randy Hayes, and City Clerk Colby Cilento.

A G E N D A

- 1. CALL TO ORDER
- 2. INVOCATION
- 3. PLEDGE OF ALLEGIANCE
- 4. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA
- 5. APPROVAL OF MINUTES
 - A. Minutes from City Commission meeting – January 5, 2021
- 6. COMMUNITY REDEVELOPMENT AGENCY
 - A. **RESOLUTION NO. 2021-29:** A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING A BID FROM P & S PAVING, INC. FOR CONSTRUCTION SERVICES REGARDING THE FLORENCE STREET ON-STREET PARKING IMPROVEMENTS PROJECT, UNDER BID NO. 2021-02; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE. (SEE ITEM 7A)
Staff Contact: Shawn Finley, Public Works Director (386-676-3292)
- 7. CONSENT AGENDA

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items.

 - A. **RESOLUTION NO. 2021-29:** A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING A BID FROM P & S PAVING, INC. FOR CONSTRUCTION SERVICES REGARDING THE FLORENCE STREET ON-STREET PARKING IMPROVEMENTS PROJECT, UNDER BID NO. 2021-02; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: Shawn Finley, Public Works Director (386-676-3292)
 - B. **RESOLUTION NO. 2021-30:** A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE ORMOND MEMORIAL ART MUSEUM, INC. AND BOMAR CONSTRUCTION, INC. REGARDING RENOVATIONS AND EXPANSION OF THE

ORMOND MEMORIAL ART MUSEUM; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Randal Hayes, City Attorney (386-676-3217)*

- C. **RESOLUTION NO. 2021-31:** A RESOLUTION AUTHORIZING THE OPERATION OF UTILITY VEHICLES BY ORMOND LAKES HOMEOWNERS ASSOCIATION ON MUNICIPAL ROADS WITHIN THE ORMOND LAKES SUBDIVISION; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Jesse Godfrey, Police Chief (386-676-3525)*

- D. **RESOLUTION NO. 2021-32:** A RESOLUTION ACCEPTING A PROPOSAL AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH UNIVERSAL TOWING, INC. FOR TOWING RELATED SERVICES, UNDER RFP 2021-07; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Jesse Godfrey, Police Chief (386-676-3525)*

- E. **RESOLUTION NO. 2021-33:** A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR ACCREDITATION SERVICES CONTRACT BETWEEN THE CITY OF ORMOND BEACH AND OWENS ACCREDITATION SERVICES, LLC.; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Jesse Godfrey, Police Chief (386-676-3525)*

- F. **RESOLUTION NO. 2021-34:** A RESOLUTION APPOINTING A MEMBER TO SERVE ON THE LEISURE SERVICES ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Colby Cilento, City Clerk (386-676-3340)*

- G. **RESOLUTION NO. 2021-35:** A RESOLUTION ACCEPTING A PROPOSAL FROM BARNES, FERLAND, AND ASSOCIATES, INC. FOR PROFESSIONAL SERVICES REGARDING THE PREPARATION OF A CONSUMPTIVE USE PERMIT MODIFICATION; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Shawn Finley, Public Works Director (386-676-3292)*

- H. **RESOLUTION NO. 2021-36:** A RESOLUTION ACCEPTING A PROPOSAL FROM DANUS UTILITIES TO PROVIDE CONSTRUCTION MANAGEMENT AT RISK FOR UNDERGROUND UTILITIES SERVICES REGARDING THE REHABILITATION OF LIFT STATION 4M; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Shawn Finley, Public Works Director (386-676-3292)*

- I. **RESOLUTION NO. 2021-37:** A RESOLUTION ACCEPTING A PROPOSAL FROM SAN PIK, INC. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES REGARDING THE WHIPPORWILL LANE STORMWATER IMPROVEMENTS PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Shawn Finley, Public Works Director (386-676-3292)*

- J. **RESOLUTION NO. 2021-38:** A RESOLUTION ACCEPTING A PROPOSAL FROM MCKIM & CREED, INC. TO PROVIDE ENGINEERING DESIGN SERVICES REGARDING THE WATER TREATMENT PLANT IMPROVEMENTS PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Shawn Finley, Public Works Director (386-676-3292)

- K. **RESOLUTION NO. 2021-39:** A RESOLUTION ACCEPTING A PROPOSAL FROM HDR ENGINEERING, INC. FOR THE PREPARATION OF AN IMPACT ANALYSIS REPORT AND VIDEO REGARDING THE DEVELOPMENT OF LAND WEST OF I95 AND SOUTH OF SR40; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Shawn Finley, Public Works Director (386-676-3292)

- L. **Auto Renewal Contracts - Sports Agreements**

Staff Contact: Robert Carolin, Leisure Services Dir (386-676-3279)

Disposition: Approve as recommended in the City Manager memorandum dated January 19, 2021.

- M. **Request for Proposals - Impact Fee Update**

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

Disposition: Approve as recommended in the City Manager memorandum dated January 19, 2021.

- N. **Budget Status Report for July 2020 - September 2020**

Staff Contact: Kelly McGuire, Finance Director (386-676-3226)

Disposition: Approve as recommended in the City Manager memorandum dated January 19, 2021.

- O. **Budget Status Report for October 2020 - December 2020**

Staff Contact: Kelly McGuire, Finance Director (386-676-3226)

Disposition: Approve as recommended in the City Manager memorandum dated January 19, 2021.

- P. **Letter supporting continued traffic-free beach at Andy Romano Beachfront Park**

Staff Contact: Joyce Shanahan, City Manager (386-676-3200)

Disposition: Approve as recommended in the City Manager memorandum dated January 19, 2021.

8. PUBLIC HEARINGS

- A. **ORDINANCE NO. 2021-02:** AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING

THE OFFICIAL ZONING MAP TO REZONE CERTAIN PARCELS OF REAL PROPERTY TOTALING APPROXIMATELY 1,055.80-ACRES KNOWN AS THE PLANTATION OAKS SUBDIVISION, GENERALLY LOCATED ALONG THE EAST SIDE OF INTERSTATE 95, SOUTH OF HALIFAX PLANTATION SUBDIVISION, WEST OF OLD DIXIE HIGHWAY, AND NORTH OF U.S. HIGHWAY 1 FROM VOLUSIA COUNTY PLANTATION OAKS OF ORMOND BEACH PLANNED UNIT DEVELOPMENT (RPUD), VOLUSIA COUNTY RR (RURAL RESIDENTIAL), VOLUSIA COUNTY R-3 (URBAN SINGLE FAMILY RESIDENTIAL), VOLUSIA COUNTY R-4 (URBAN SINGLE FAMILY RESIDENTIAL) AND VOLUSIA COUNTY R-5 (URBAN SINGLE FAMILY RESIDENTIAL) TO CITY OF ORMOND BEACH PRD (PLANNED RESIDENTIAL DEVELOPMENT), AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

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

- B. **ORDINANCE NO. 2021-03:** AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A 1,577 RESIDENTIAL UNIT PLANNED RESIDENTIAL DEVELOPMENT KNOWN AS "PLANTATION OAKS" BASED UPON ANNEXATION AND INCORPORATING THE VOLUSIA COUNTY DEVELOPMENT ORDERS PREVIOUSLY APPROVED; AUTHORIZING AN AMENDMENT TO ALLOW PHASE 1 (669 LOTS) OF THE PLANTATION OAKS SUBDIVISION TO DELETE THE AGE RESTRICTION THAT LIMITS RESIDENTS TO 55 YEARS OF AGE AND OVER AND REQUIRING THAT ALL HOMES CONSTRUCTED WITHIN PHASE 1 SHALL ONLY BE SITE BUILT, SINGLE-FAMILY, STANDARD DWELLINGS ON FEE SIMPLE LOTS, WITH NO MANUFACTURED OR MOBILE HOMES ALLOWED, SUBJECT TO VOLUSIA COUNTY SCHOOL CONCURRENCY; GENERALLY LOCATED ALONG THE EAST SIDE OF INTERSTATE 95, SOUTH OF HALIFAX PLANTATION SUBDIVISION, WEST OF OLD DIXIE HIGHWAY, AND NORTH OF U.S. HIGHWAY 1; AND SETTING FORTH AN EFFECTIVE DATE.

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

- C. **ORDINANCE NO. 2021-04:** AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE BY UPDATING ARTICLE VII, NORTH U.S. HIGHWAY 1 INTERLOCAL PLANNING AND MUNICIPAL SERVICE AREA; DIVISION 2, ITINERANT MERCHANT REGULATIONS FOR RECOGNIZED SPECIAL EVENTS AND OUTDOOR ENTERTAINMENT ACTIVITY; TEMPORARY CAMPSITES: SECTION 2-84, MUNICIPAL SERVICE AREA AND JOINT PLANNING AREA; PURPOSE; SECTION 2-85, LEGISLATIVE FINDINGS; SECTION 2-86, DEFINITIONS; SECTION 2-87, HIGH IMPACT USES ON LAND; CLASSIFICATION AND CATEGORY OF USE; RATIONALE; SECTION 2-88, AMORTIZATION SCHEDULE FOR VACANT OR UNIMPROVED LAND CATEGORY; AND SECTION 2-90, TEMPORARY CAMPSITES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

- D. **ORDINANCE NO. 2021-05:** AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ORMOND BEACH BY AMENDING THE FUTURE LAND USE MAP TO CHANGE THE DESIGNATION OF A PORTION OF ONE (1) PARCEL OF REAL PROPERTY TOTALING 0.32± ACRES LOCATED AT 2341 WEST GRANADA BOULEVARD, VOLUSIA COUNTY PROPERTY APPRAISER PARCEL NUMBER 4127-00-00-0024 FROM VOLUSIA COUNTY "RURAL" (R) TO ORMOND BEACH "GENERAL COMMERCIAL" (GC); PROVIDING FOR CONFLICT; AUTHORIZING TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

- E. **ORDINANCE NO. 2021-06:** AN ORDINANCE ADOPTING CERTAIN UPDATED SCHEDULES TO THE CAPITAL IMPROVEMENTS ELEMENT OF THE CITY OF ORMOND BEACH COMPREHENSIVE PLAN; PROVIDING WHEN SUCH UPDATES SHALL TAKE EFFECT; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

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

- F. **RESOLUTION NO. 2021-40:** A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A SPECIAL EXCEPTION REGARDING THE "KING'S VIEW FARM LLC" LOCATED AT 2415 DURRANCE LANE TO ALLOW A RIDING STABLE; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

9. SECOND READING OF ORDINANCES

- A. **ORDINANCE NO. 2021-01:** AN ORDINANCE AMENDING SECTION 2-221, LEISURE SERVICES ADVISORY BOARD, OF ARTICLE VI, BOARDS, COMMISSIONS, COMMITTEES AND OTHER AGENCIES, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES, BY REPLACING A MEMBER APPOINTED BY THE GYMNASTICS ASSOCIATION WITH A MEMBER APPOINTED BY THE COMMISSION-AT-LARGE; PROVIDING TERMS AND CONDITIONS; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Staff Contact: Colby Cilento, City Clerk (386-676-3340)

10. REPORTS, SUGGESTIONS, REQUESTS

11. ADJOURNMENT

Item #1 – Meeting Call to Order

Mayor Partington called the meeting to order at 7:01 p.m.

Item #2 – Invocation

Pastor Floyd Narcisse, Historic New Bethel AME Church, gave the invocation.

Item #3 – Pledge of Allegiance

Mayor Partington led the Pledge of Allegiance.

Item #4 – Audience Remarks

Pastor Floyd Narcisse, Historic New Bethel AME Church, stated it had been brought to his attention that city employees had participated in storming The Capitol. He noted he was unsure if this information was true or not, but felt if it was accurate that the employees needed to be held accountable.

Item #5 – Approval of Minutes

Mayor Partington advised the minutes of the January 5, 2021, meeting had been sent to the Commission for review and were posted on the city’s website for public viewing. He asked for any corrections, additions, or omissions. He stated that hearing no corrections, the minutes would stand approved as presented.

Item #6 – Community Redevelopment Agency

Mayor Partington advised the following item was a Community Redevelopment item. He explained that the City Commission served as the Community Redevelopment Agency (CRA) of the city and must review the item and make a recommendation as the CRA.

Mayor Partington recessed the City Commission meeting, called the CRA meeting to order, and opened the public hearings, at 7:06 p.m.

Item #6A – Florence St On-Street Parking Bid Award, 2021-02

City Clerk Colby Cilento read by title only:

RESOLUTION NO. 2021-29
A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE
COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND
BEACH, FLORIDA ACCEPTING A BID FROM P & S PAVING, INC. FOR
CONSTRUCTION SERVICES REGARDING THE FLORENCE STREET
ON-STREET PARKING IMPROVEMENTS PROJECT, UNDER BID NO.
2021-02; AUTHORIZING THE EXECUTION OF A CONTRACT AND
PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING
FORTH AN EFFECTIVE DATE. (SEE ITEM 7A)

Mayor Partington noted no audience cards had been submitted on the item.

Commissioner Kent moved, seconded by Commissioner Persis, for approval of Resolution No. 2021-29, as read by title only.

The motion passed by voice vote.

Mayor Partington closed the public hearing, adjourned the CRA meeting, and reconvened the City Commission meeting at 7:07 p.m.

Item #7 – Consent Agenda

Mayor Partington advised the actions proposed for the items on the Consent Agenda were so stated on the agenda. He asked if any member of the Commission had questions or wished to discuss any items separately.

Commissioner Kent moved, seconded by Commissioner Selby, for approval of the consent agenda.

Call Vote:	Commissioner Kent	Yes
	Commissioner Persis	Yes
	Commissioner Littleton	Yes
	Commissioner Selby	Yes
Carried.	Mayor Partington	Yes

Comments on the Consent Agenda

Commissioner Persis, Commissioner Kent, Commissioner Selby, and Mayor Partington discussed their support for Item 7B, which approved an agreement with the Ormond Memorial Art Museum Inc., Bomar Construction, and the City of Ormond Beach for renovations at the museum; and recognized audience members in attendance who represented the item.

Mayor Partington discussed his approval of Item 7C, which approved the use of utility vehicles within the Ormond Lakes subdivision for general maintenance and landscaping. He thanked the president of the Ormond Lakes Home Owners Association, Mr. Joseph Gallagher, for attending the meeting.

Item #8 – Public Hearings

Mayor Partington opened the public hearings.

Item #8A – Plantation Oaks, Zoning Map Amendment

City Clerk Colby Cilento read by title only:

ORDINANCE NO. 2021-02

AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE CERTAIN PARCELS OF REAL PROPERTY TOTALING APPROXIMATELY 1,055.80-ACRES KNOWN AS THE PLANTATION OAKS SUBDIVISION, GENERALLY LOCATED ALONG THE EAST SIDE OF INTERSTATE 95, SOUTH OF HALIFAX PLANTATION SUBDIVISION, WEST OF OLD DIXIE HIGHWAY, AND NORTH OF U.S. HIGHWAY 1 FROM VOLUSIA COUNTY PLANTATION OAKS OF ORMOND BEACH PLANNED UNIT DEVELOPMENT (RPUD), VOLUSIA COUNTY RR (RURAL RESIDENTIAL), VOLUSIA COUNTY R-3 (URBAN SINGLE FAMILY RESIDENTIAL), VOLUSIA COUNTY R-4 (URBAN SINGLE FAMILY RESIDENTIAL) AND VOLUSIA COUNTY R-5 (URBAN SINGLE FAMILY RESIDENTIAL) TO CITY OF ORMOND BEACH PRD (PLANNED RESIDENTIAL DEVELOPMENT), AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Steven Spraker, Planning Director, displayed a PowerPoint presentation that reviewed Items 8A and 8B, regarding the Plantation Oaks development. He noted the ordinances encompassed three requests: amend the city's official zoning map, issue a development order incorporating the existing Volusia County zoning approvals, and delete the age-restriction that limited residents to 55 years of age and over in Phase One of the development. He reviewed a map of the site location and surrounding area. He noted the property was part of the National Gardens Development of Regional Impact (DRI) and provided a detailed history of the site. He discussed actions taken by the Volusia County Council in the past for the project, noting in 2002 they approved a development order for the site; and in 2012 they approved an amendment to the development order that removed the requirement for standard dwelling units and allowed mobile homes. He discussed the original development order in detail and its restrictions. He reviewed the number of lots included in each of the three phases of Plantation Oaks. He discussed traffic patterns at the site and noted the projected average annual daily trips assigned to the area from the DRI was 40,268 trips. He stated Plantation Oaks originally planned to have a golf course and middle school at the site, but both projects were no longer planned to be part of the development. He stated with the removal of the golf course and middle school from the project, there were 23,882 less projected average daily trips than the DRI originally allowed.

Mr. Spraker explained each request in further detail. He stated the purpose of the city zoning map amendment was to provide a similar land use and zoning to what the property was currently entitled to in Volusia County. He stated in regards to the development order, staff was proposing to take the existing development order given to the site by Volusia County and incorporate it as the City of Ormond Beach's development order, noting all of the requirements and entitlements would remain for the property in the city as they were in the county. He stated the request to lift the age-restriction was a discretionary item and explained there were 669 homes that the developer was requesting the age-restriction be lifted for, all within Phase One. Mr. Spraker stated the Volusia County Council had discussed the possibility of purchasing lots at Plantation Oaks that existed between the easements and buffer in an attempt to help preserve the land. He listed both comments of support and concern for the project

that had been expressed by citizens. He noted the Planning Board and staff recommended approval of both items.

Mr. Parker Mynchenberg, applicant, discussed each of his requests. He provided details on the engineering plans for Phase One of Plantation Oaks and listed other projects and neighborhoods in the area that he had designed. He noted due to the elimination of the golf course and middle school at the site, he planned to come back before the City Commission in the future to request entitlements for the properties. He explained he had been approached to see if he would sell lots to preserve land; and noted he was willing, but could not keep the lots off the market for long. He stated the Volusia County Council requested 90 days to discuss options of purchasing the lots and potential grant funding opportunities they may be able to utilize. He noted if he sold the 76 lots for land conservation, he would plan to relocate those lots to the original golf course corridor area instead. He noted he was available for any questions and requested the opportunity to speak after audience remarks were completed.

Mr. Philip Weidner, 831 Oleander Avenue, stated he believed the scenic preservation areas on Old Dixie Highway were not being protected. He noted he believed the current ordinances before the Commission for Plantation Oaks would not be changed, but explained his comments were more in reference to future projects in the area. He discussed overlay zoning to protect scenic highways and cited references from "*A Highway Runs Through It: Conserving Scenic Corridors in Florida*" from the University of Florida Conservation Clinic.

Ms. Connie Colby, 108 Roble Lane, stated her comments were in regards to the request to lift the age-restriction for the site. She noted Plantation Oaks had always been advertised as a community for those 55 years of age and older and the people who had bought homes were under that impression when purchasing. She discussed reasons why she believed the Commission should deny the request to waive the age-restriction.

Ms. Susan Schieber, 548 Sandy Oaks Boulevard, stated that her comments were in regards to the Ormond Scenic Loop and Trail, a scenic byway which Plantation Oaks was being built adjacent to. She noted the price for the 76 lots Mr. Mynchenberg was willing to sell was 1.38 million dollars. She noted that all citizens would benefit from the City of Ormond Beach cooperating with Volusia County to support the purchase of the land for conservation. She discussed grant funding that could be used to assist in funding projects to protect the environment.

Ms. Natalie Pilipczak, 3876 Dorsiere Avenue, noted she had a Save the Loop petition with 63,795 signatures. She noted that those who signed the petition had also made donations, but no funds were received due to policies on change.org. She listed comments left on the petition in favor of protecting The Loop. She stated her support for the city writing a letter to Volusia County in support of the county purchasing lots of Plantation Oaks in an effort to protect The Loop.

Mr. Tim Grigsby, 1206 Overbrook Drive, thanked Mr. Mynchenberg for providing the Volusia County Council with an extended amount of time to research grant funding for the purchase of the lots. He stated he believed stick-built homes with no age-restrictions would be a better fit for the area. He recommended the Commission approve the ordinances with the condition that the entrance onto Old Dixie Highway be closed to all vehicular traffic besides emergency vehicles.

Ms. Sally Arnoff, Flagler Beach, stated she was not concerned with removing the age-restriction, but instead was concerned with the additional traffic the project would impose on Old Dixie Highway. She discussed the property site in detail and the potential impacts of high traffic. She stated she believed the north-end of Plantation Oaks should be closed for general traffic and listed other roads and areas that could be turned into potential entrances for Plantation Oaks instead.

Mr. Mynchenberg addressed various comments made by audience remarks speakers.

Commissioner Kent inquired how many homes were occupied in the age-restricted area of Phase One; whereby, Mr. Mynchenberg stated there were 34 occupied homes.

Mr. Mynchenberg stated he had met with the residents and they were aware of what was being requested. He noted each of the three phases of Plantation Oaks was gated and separated, and the removal of the age-restriction was currently only proposed for Phase One.

Commissioner Kent noted he preferred stick-built homes over age-restricted homes, but felt bothered approving the request to waive the age-restriction since residents who had purchased homes at the site were under the impression that they were moving into a 55 year and older community. He stated he agreed with comments made by audience remarks speaker Mr. Grigsby and reiterated he preferred stick-built homes for the site.

Commissioner Kent stated he was unaware that Mr. Mynchenberg planned to relocate the 76 lots to the golf course corridor if the original lots were sold. He inquired whether or not staff was aware that the lots were planned to be relocated; whereby, Ms. Shanahan stated staff was aware and noted relocating the lots would not increase the overall density.

Commissioner Kent stated after discussion he felt comfortable with the lots relocating, but wanted to note his concerns for the record.

Mr. Mynchenberg stated Plantation Oaks currently had zoning that allowed stick-built homes and 20 percent of Plantation Oaks was already allowed to be non-age-restricted. He discussed potential plans for the site that was originally intended for the school. He reiterated his plan that if he were to sell the 76 lots to public ownership, he would relocate those lots to the space previously set aside for a golf course.

Commissioner Kent stated he was against using Ormond Beach taxpayer dollars to purchase the lots. He expressed his approval of using ECHO grants and Volusia Forever funds to purchase the lots and noted he was comfortable with Volusia County purchasing the lots.

Commissioner Selby confirmed Mr. Mynchenberg was only asking for the age-restriction to be lifted for Phase One; whereby, Mr. Mynchenberg stated that was correct, but noted he had an interest in looking into lifting the age-restriction for Phase Three in the future.

Mr. Mynchenberg explained that he requested the age-restriction allowance from Volusia County Council when originally planning for the development of the site. He explained why he had previously requested the age-restriction and the reasoning behind it. He stated he originally envisioned Plantation Oaks would be similar to Plantation Oaks of Flagler, a 55 year and older community he had previously developed.

Commissioner Selby moved, seconded by Commissioner Kent, for approval of Ordinance No. 2021-02, on first reading, as read by title only.

Commissioner Selby responded to various comments made by audience remarks speakers. He noted the entrance on Old Dixie Highway was part of the original plans approved for the site back in 2002. He discussed the flow of traffic at the site and the benefits of the Old Dixie Highway entrance. He stated he had noticed Halifax Plantation had a large new entrance and noted he had never heard any complaints from the public regarding that entrance. He explained he was not against the new entrance, but did not understand why the public did not feel the same way about Halifax Plantation as they did for Plantation Oaks. He reiterated that Plantation Oaks was separated into three phases. He explained that even if allowing all ages would bring more traffic, it would still be well below what was originally allowed by the DRI. He clarified he was not criticizing Halifax Plantation, but noted Plantation Oaks was maintaining scenic views with a 175-foot buffer, while Halifax Plantation only had a 50-foot buffer.

Commissioner Littleton stated Plantation Oaks was the kind of development he preferred to see in Ormond Beach. He noted the site had a 175-foot buffer with a density of 1.5 units per acre. He stated since Phase One was just beginning, he did not believe lifting the age-restriction would be an issue. He noted the benefits of allowing families to purchase homes at the site and stated he was in favor of both items.

Commissioner Persis noted she concurred with comments made by the other Commissioners. She noted The Loop was a beautiful byway and would always remain so.

Mayor Partington addressed comments made by audience speakers and thanked them for their remarks. He explained now that the city knew of Volusia County's discussion and interest, he felt it would be appropriate for the city to write a letter of support for the county using grant funds to purchase the referenced lots at the site. He noted the

Commission received many various recommendations from citizens on The Loop and other areas.

Mayor Partington stated the Commission had received online comments from the DiFranco's, of Daytona Beach Shores, discussing the beauty of The Loop and urging the Commission to preserve nature. He noted the Commission had also received an online comment from Chairman of the Ormond Scenic Loop and Trail, Mr. Joe Jaynes, and read the comment into the record

“Just for the record, the Ormond Scenic Loop and Trail Corridor Management Entity, Inc., the official designated Florida Scenic Highway and National Scenic Byway organization, is in full support of the amendments being considered this evening by the Ormond City Commission regarding Plantation Oaks.”

Call Vote:	Commissioner Persis	Yes
	Commissioner Littleton	Yes
	Commissioner Selby	Yes
	Commissioner Kent	Yes
Carried.	Mayor Partington	Yes

Item #8B – Plantation Oaks, Development Order

City Clerk Colby Cilento read by title only:

ORDINANCE NO. 2021-03
AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A 1,577 RESIDENTIAL UNIT PLANNED RESIDENTIAL DEVELOPMENT KNOWN AS “PLANTATION OAKS” BASED UPON ANNEXATION AND INCORPORATING THE VOLUSIA COUNTY DEVELOPMENT ORDERS PREVIOUSLY APPROVED; AUTHORIZING AN AMENDMENT TO ALLOW PHASE 1 (669 LOTS) OF THE PLANTATION OAKS SUBDIVISION TO DELETE THE AGE RESTRICTION THAT LIMITS RESIDENTS TO 55 YEARS OF AGE AND OVER AND REQUIRING THAT ALL HOMES CONSTRUCTED WITHIN PHASE 1 SHALL ONLY BE SITE BUILT, SINGLE-FAMILY, STANDARD DWELLINGS ON FEE SIMPLE LOTS, WITH NO MANUFACTURED OR MOBILE HOMES ALLOWED, SUBJECT TO VOLUSIA COUNTY SCHOOL CONCURRENCY; GENERALLY LOCATED ALONG THE EAST SIDE OF INTERSTATE 95, SOUTH OF HALIFAX PLANTATION SUBDIVISION, WEST OF OLD DIXIE HIGHWAY, AND NORTH OF U.S. HIGHWAY 1; AND SETTING FORTH AN EFFECTIVE DATE.

Mayor Partington noted no audience cards had been submitted on the item.

Commissioner Persis moved, seconded by Commissioner Selby, for approval of Ordinance No. 2021-03, on first reading, as read by title only.

Call Vote:	Commissioner Littleton	Yes
	Commissioner Selby	Yes
	Commissioner Kent	Yes
	Commissioner Persis	Yes
Carried.	Mayor Partington	Yes

Item #8C – Land Development Code Amendment: Itinerant Vending Criteria

City Clerk Colby Cilento read by title only:

ORDINANCE NO. 2021-04
AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE BY UPDATING ARTICLE VII, NORTH U.S. HIGHWAY 1 INTERLOCAL PLANNING AND MUNICIPAL SERVICE AREA; DIVISION 2, ITINERANT MERCHANT REGULATIONS FOR RECOGNIZED SPECIAL EVENTS AND OUTDOOR ENTERTAINMENT ACTIVITY; TEMPORARY CAMPSITES: SECTION 2-84, MUNICIPAL SERVICE AREA AND JOINT PLANNING AREA; PURPOSE; SECTION 2-85, LEGISLATIVE FINDINGS; SECTION 2-86, DEFINITIONS; SECTION 2-87, HIGH IMPACT USES ON LAND; CLASSIFICATION AND CATEGORY

OF USE; RATIONALE; SECTION 2-88, AMORTIZATION SCHEDULE FOR VACANT OR UNIMPROVED LAND CATEGORY; AND SECTION 2-90, TEMPORARY CAMPSITES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Spraker explained the item was an amendment to the Land Development Code (LDC). He noted the discussed portions of the LDC contained implementation of the Interlocal Service Boundary Agreements (ISBA) related to special events. He noted when the sections of the LDC were created, it allowed a five-year amortization date for properties with vacant land and campsites, which expired on August 28, 2019. He stated the purpose of the amendment was to remove the amortization schedule and recognize that special events could not be held on vacant land.

Commissioner Kent moved, seconded by Commissioner Littleton, for approval of Ordinance No. 2021-04, on first reading, as read by title only.

Call Vote:	Commissioner Selby	Yes
	Commissioner Kent	Yes
	Commissioner Persis	Yes
	Commissioner Littleton	Yes
Carried.	Mayor Partington	Yes

Item #8D – 2341 West Granada Boulevard (portion), Land Use Amendment

City Clerk Colby Cilento read by title only:

ORDINANCE NO. 2021-05
AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ORMOND BEACH BY AMENDING THE FUTURE LAND USE MAP TO CHANGE THE DESIGNATION OF A PORTION OF ONE (1) PARCEL OF REAL PROPERTY TOTALING 0.32± ACRES LOCATED AT 2341 WEST GRANADA BOULEVARD, VOLUSIA COUNTY PROPERTY APPRAISER PARCEL NUMBER 4127-00-00-0024 FROM VOLUSIA COUNTY “RURAL” (R) TO ORMOND BEACH “GENERAL COMMERCIAL” (GC); PROVIDING FOR CONFLICT; AUTHORIZING TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Spraker reviewed a PowerPoint presentation that displayed a map of the site location. He noted the property was partially located in both the City of Ormond Beach and Volusia County. He stated there was a telecommunications tower approved by Volusia County located on a majority of the site. He explained the property was going through an inheritance and was seeking to receive a city land use and zoning. He noted the proposed land use for the site was General Commercial (GC). He explained that the land was within the B-2 zoning district, which did not allow residential uses or intensive commercial uses. He noted the Planning Board and staff recommended approval.

Commissioner Selby inquired what the white parcels displayed on the map were; whereby, Mr. Spraker stated they were areas annexed into the city that did not have city land use and zoning.

Mayor Partington inquired what would happen if the Commission did not assign land uses to the discussed properties; whereby, Mr. Spraker stated the parcels would maintain their Volusia County land use, but noted the city had obligations to provide land use and zoning.

Mr. Spraker noted all the other parcels in white were currently single-family residential.

Mayor Partington and Mr. Spraker discussed the history of the parcels and site.

Mr. Spraker stated staff would contact the property owners of the other parcels and would work on assigning land use and zoning to those properties as well.

Mayor Partington explained the narrative of an inheritance was not compelling to him. He questioned what the property owner would be allowed to do with the property if the GC land use was approved; whereby, Mr. Spraker discussed various options for the site,

but noted as a stand-alone parcel it was limited and he did not believe the property owners were looking for much development.

Mayor Partington questioned if the property owner sold the property to the GC parcel next to them and they continued to buy out other close properties, what type of commercial building could be placed at the site; whereby, Mr. Spraker explained that only neighborhood commercial was allowed within the B-2 zoning district, and noted if the property owner had other plans for the property besides neighborhood commercial, they would have to come before the Planning Board and Commission for approval.

Commissioner Selby and Mr. Spraker discussed businesses in the surrounding area of the site.

Commissioner Littleton moved, seconded by Commissioner Selby, for approval of Ordinance No. 2021-05, on first reading, as read by title only.

Call Vote:	Commissioner Kent	Yes
	Commissioner Persis	Yes
	Commissioner Littleton	Yes
	Commissioner Selby	Yes
Carried.	Mayor Partington	Yes

Item #8E – Capital Improvement Element, annual update

City Clerk Colby Cilento read by title only:

ORDINANCE NO. 2021-06
AN ORDINANCE ADOPTING CERTAIN UPDATED SCHEDULES TO THE CAPITAL IMPROVEMENTS ELEMENT OF THE CITY OF ORMOND BEACH COMPREHENSIVE PLAN; PROVIDING WHEN SUCH UPDATES SHALL TAKE EFFECT; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Spraker noted the amendment was seeking to amend the Capital Improvements schedule. He noted there were no text amendments, and the item satisfied a state legal requirement. He stated the item also included concurrency review and provided updates on development. He noted the item was presented to the Commission annually.

Commissioner Persis moved, seconded by Commissioner Littleton, for approval of Ordinance No. 2021-06, on first reading, as read by title only.

Call Vote:	Commissioner Persis	Yes
	Commissioner Littleton	Yes
	Commissioner Selby	Yes
	Commissioner Kent	Yes
Carried.	Mayor Partington	Yes

Item #8F – 2415 Durrance Lane, Riding stable, Special Exception

City Clerk Colby Cilento read by title only:

RESOLUTION NO. 2021-40
A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A SPECIAL EXCEPTION REGARDING THE “KING’S VIEW FARM LLC” LOCATED AT 2415 DURRANCE LANE TO ALLOW A RIDING STABLE; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Spraker noted the item was a special exception for 2415 Durrance Lane. He stated the special exception was an allowed use within the land use and zoning district, but required approval from the City Commission. He noted the property was five acres and reviewed a map of the site. He explained the goal of the application was to create the ability to board horses and offer riding lessons for a fee, which made the use a commercial use. He noted the applicant was seeking to have their hours of operation be from 10:00 a.m. to 7:00 p.m., Monday through Saturday, and was requesting the allowance of small special events, such as birthday parties. He noted the applicant requested a maximum of 20 horses, which would include future expansion over time. He

noted the current site had 12 stables and discussed the horses located on the property. He noted the LDC did not include a horse per-acre ratio. He explained a key question during the Planning Board was how many horses were appropriate for the property. He noted the conditional use criteria allowed the Commission to establish what they believed was appropriate and provided options on what the Commission could approve. He noted the applicant had provided letters of support from abutting property owners and testimonials from their clients. He stated the Planning Board and staff recommended approval.

Ms. Jordan Huntley, applicant, discussed her business, King's View Farm, and her experience with horses and stable management. She noted she moved her business from Tennessee to the City of Ormond Beach. She discussed various horse facilities in the area and the amount of horses allowed at each one. She noted she was only allowing lesson boarding and training boarding at her facility. She reviewed her schedule for each of the horses at the facility and noted her businesses provided a positive outlet for both children and adults. She discussed her facility and her passion for horses.

Mr. Joe Huntley, 2415 Durrance Lane, thanked the Commission for the opportunity and noted he was the father of Ms. Huntley. He stated reasons why he believed the Commission should approve the request and noted he was proud of his daughter. He stated Ms. Huntley was very knowledgeable in the field and worked well with children to teach them more about horses.

Mr. Wayne Griffin, 2499 Durrance Lane, noted the property only had two acres of usable land. He stated the amount of property was not sufficient for 20 horses and discussed his disapproval of the item. He noted there was a state law that required horses to have wholesome exercise daily and he did not believe that the property would allow for that. He stated the city needed to limit the amount of horses a person could own per-acre.

Mr. Darrel Bugno, 2379 Durrance Lane, stated his support for the item and discussed the positive impact Ms. Huntley had on the community.

Ms. Courtney Tate, 622 Gibson Street, stated she worked for Ms. Huntley at King's View Farm. She reviewed a schedule that staff followed when feeding and caring for the horses and provided the Commission with a copy of the feed schedule. She noted the horses received plenty of love and care and she did not see an issue with allowing more horses on the property.

Mr. Jake Flippen, 622 Gibson Street, stated he also worked on the farm and discussed his support for the item. He noted Ms. Huntley's business had a very positive impact on the community.

Mr. Matthew Flint, 2415 Durrance Lane, noted that the property had well over two acres of usable land, despite what Mr. Griffin had previously claimed. He noted that the farm provided children with an opportunity to learn how to properly treat and ride horses. He provided examples of other farms and discussed his support for the item. He stated that the farm helped to rescue horses that were planned to be sent to slaughter and had many positive impacts.

Ms. Sarah Sabine, 1701 North US Highway One, stated she was a client of Ms. Huntley's and was also experienced in the equestrian industry. She noted the farm provided a wonderful opportunity for citizens to be able to attend horse lessons locally. She complimented the stable management at the farm and stated her support for the request.

Ms. Pam West, 212 Woodland Avenue, stated her daughter had been taking lessons at Kings View Farm and discussed the positive influence Ms. Huntley had on her daughter's life. She proceeded to state her support for the item.

Ms. Heather Ritenour, 107 Oak Lane, stated her daughter had also been taking lessons and noted Ms. Huntley has been a positive influence on her life as well. She discussed issues with Mr. Griffin and expressed her support for the special exception.

Mr. William McCarthy, 2335 Durrance Lane, noted he was a neighbor of Ms. Huntley and his daughter had been taking lessons with her for several months. He stated his daughter was benefiting at home and in school thanks to the outlet provided through lessons at the farm. He stated he also boarded a horse at the facility that was very healthy and noted he was in full support of the item.

Commissioner Selby moved, seconded by Commissioner Persis, for approval of Resolution No. 2021-40, as read by title only.

Commissioner Selby stated he had spoken with neighbors surrounding the property and had visited the site. He noted when reading staff's memorandum on the item he was focused on the number of horses per-acre. He stated he was in support of the item and discussed reasons why. He noted the farm provided animals the opportunity to have a better life and also had a positive influence in the lives of people as well. He thanked Ms. Huntley for her work and complimented her business. He noted there were currently 12 stalls on the property. He stated a condition of his approval would be to ensure that 20 stalls were present on the site in order to have 20 horses.

Commissioner Selby moved, seconded by Commissioner Persis, to amend his motion to require the number of stables be equal to the number of horses, with a total of up to 20 horses permitted.

Commissioner Persis stated she had visited King's View Farm and Mr. Griffin's farm and complimented both facilities. She noted she was comfortable with the number of horses on the property, due to them not being grass-fed horses. She complimented the passion of those working at the farm and the positive effects they had on others' lives. She discussed her approval of the item and encouraged Ms. Huntley to keep her passion. She stated she agreed with Commissioner Selby's amendments and did not want to see more than 20 horses on the property, but was in favor of the item.

Commissioner Littleton inquired if the State of Florida had any horse-per-acre laws; whereby, Mr. Spraker stated they did not.

Commissioner Littleton stated when researching, he found that the general standard was two horses per-acre. He discussed various rules throughout other counties and states and noted many exceptions depended on management at the farm. He explained that the nutrition management plan was important and noted he considered voting against the item, until Ms. Tate provided the Commission with a copy of the feed schedule. He stated that since there was no state law and a feed schedule had been provided, he would be voting in favor of the item.

Commissioner Kent complimented remarks made by Ms. Huntley and Mr. Huntley. He stated he did not appreciate negative remarks made against Mr. Griffin by other audience remarks members, but noted he was in support of the item. He discussed the horse per-acre ratio, noting the old standard was one horse per-acre. He stated his only hesitation in approving the item was fear that it was setting the standard for other farms in Ormond Beach. He noted Ms. Huntley seemed very knowledgeable, but he was concerned at what may happen if plans changed or someone else took over running Kings View Farm and did not maintain the proper management.

Commissioner Kent questioned why staff was comfortable approving the 20 horses on the five acres; whereby, Mr. Spraker stated staff had spent time talking to the Department of Agriculture and other jurisdictions, and the key aspect they noticed was that the facility was managed properly.

Mr. Spraker discussed Ms. Huntley's business and felt that she had proved her business was worthy of the exception. He noted there were safeguards to ensure that the sites stayed in compliance and felt comfortable recommending approval. He reminded the Commission that the growth to 20 horses would accrue over time.

Commissioner Kent stated he was questioning the number of horses allowed, but noted he was going to approve the item and thanked Ms. Huntley for her positive impact. He noted he was glad Commissioner Selby amended the motion to ensure there were enough stalls at the property to house all the horses.

Mayor Partington noted he was in support of the item and appreciated everyone's comments. He stated the fact that Ms. Huntley had a management plan and the testimonies from witnesses who had spoken helped him make his decision. He noted he feared that Ms. Huntley would do so well she would outgrow Ormond Beach. He wished Ms. Huntley great success for the future and thanked her for her powerful speech and testimony.

Mayor Partington questioned if the Commission needed to vote on the amendment; whereby, Mr. Randy Hayes, City Attorney, stated since there was a consensus and the amendment was incorporated in the underlying motion, they could vote on it as one motion.

Commissioner Selby clarified the motion was to approve up to 20 horses, allowing 12 at the current time, and up to eight additional horses as the barn was expanded and the additional eight stalls were installed.

Mayor Partington noted if someone else appeared before the Commission with five acres and wanted 20 horses, any approval would depend on the situation and would have to meet the criteria to be allowed.

Commissioner Selby added that it would also depend on the stable management plan.

Call Vote:	Commissioner Littleton	Yes
	Commissioner Selby	Yes
	Commissioner Kent	Yes
	Commissioner Persis	Yes
Carried.	Mayor Partington	Yes

Mayor Partington closed the public hearings without objection.

Item #9 – Second Reading of Ordinances

Item #9A – Amendment to Section 2-221 of the Code of Ordinances, Leisure Services Advisory Board

City Clerk Colby Cilento read by title only:

ORDINANCE NO. 2021-01
AN ORDINANCE AMENDING SECTION 2-221, LEISURE SERVICES ADVISORY BOARD, OF ARTICLE VI, BOARDS, COMMISSIONS, COMMITTEES AND OTHER AGENCIES, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES, BY REPLACING A MEMBER APPOINTED BY THE GYMNASTICS ASSOCIATION WITH A MEMBER APPOINTED BY THE COMMISSION-AT-LARGE; PROVIDING TERMS AND CONDITIONS; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Mayor Partington noted no audience cards had been submitted on the item.

Commissioner Persis moved, seconded by Commissioner Littleton, for approval of Ordinance No. 2021-01, on second reading, as read by title only.

Call Vote:	Commissioner Selby	Yes
	Commissioner Kent	Yes
	Commissioner Persis	Yes
	Commissioner Littleton	Yes
Carried.	Mayor Partington	Yes

Item #10 – Reports, Suggestions, Requests

Project Updates

Ms. Joyce Shanahan, City Manager, stated the MacDonald house was set to begin re-siding their facility beginning with the east wall. She discussed the details of the project and noted there would be limited parking available during the renovations.

Ms. Shanahan stated the Carriage House at The Casements was almost completed and was in the final stages.

Commissioner Persis inquired if there were any updates on the Riverside Church property that the city owned; whereby, Ms. Shanahan stated she had discussions with an interested buyer, but could not disclose any information publicly at the current time.

Census

Ms. Shanahan stated the City Charter required the Commission to review the boundaries of the City Commission zones following the certification of the United States

census. She noted once the census information was received, the city would provide options to the Commission regarding re-districting.

Volusia County Letter of Support

Ms. Shanahan noted the Volusia County Council discussed The Loop and the potential purchase of properties on the site of Plantation Oaks at their meeting that same day. She noted Mayor Partington had suggested staff provide a letter of support and requested further direction on what the Commission wished for staff to do.

Mayor Partington noted he felt Commissioner Kent's comments from earlier were perfect to incorporate into the letter.

Commissioner Selby stated he was unsure as to whether or not the land should be bought and felt Volusia County was unsure as well. He noted he believed that the Volusia Forever Advisory Committee would need to be re-established to evaluate the parcel. He stated he would encourage Volusia County to get the committee together and evaluate the land, noting it was more about the process to him versus the content.

Commissioner Littleton stated he was hesitant for Volusia County to spend 1.3 million dollars to buy the lots, noting he did not see the purpose if the density was not going to be lowered with the sale of the land. He stated he was comfortable with the city sending a letter approving of the process, but anything besides that he was hesitant to support.

Commissioner Persis stated she was in favor of Volusia County purchasing the land, but did not support using Volusia County taxpayer money to do so. She noted she would hope to see that property be used as a buffer for the site.

Mayor Partington discussed the property and noted it would be nice to keep the lots as a buffer. He stated he had received requests to send a letter but was hesitant to do so without first having the opportunity to discuss it with the Commission, as he was unsure what the rest of the Commission had thought. He confirmed the majority of the Commissioners were in support of writing Volusia County a letter of support to follow its new processes to review the property and suggest that purchasing the lots would be of great benefit to The Loop. He requested staff bring options for the letter back to the Commission at their next meeting.

Commissioner Persis stated she wanted to remind everyone that there were thousands of signatures on petitions to save the land in The Loop from individuals who were passionate about preserving that area.

Commissioner Selby stated he believed most people thought the land fronted the road, but noted it did not. He discussed the existing buffer already in place that could not be built on. He noted he wanted to sign the petition for the purchase of the lots, but could not sign it after reviewing it due to the information in it not being completely accurate. He explained he hoped the Volusia County Council would re-establish the Volusia Forever Advisory Committee and put the parcels through the committee for review, noting any concerns would be brought to light and the purchase would be recommended if it worked out. He stated he was not against the item, but was not in support either; and reiterated the importance of having the land properly reviewed.

Mayor Partington noted change.org allowed the petition to be changed after signatures had already been signed. He noted the petition for The Loop had been changed multiple times. He discussed his disapproval of change.org not allowing the funds to go to The Loop.

Project Updates

Commissioner Kent stated the Commission never had any discussion when the Volusia County School Board chose to go with the Ortona Elementary site instead of Osceola Elementary for the new school re-build on beachside. He noted the negative impacts the decision had on the community. He explained there was a new Volusia County School Board member whom he had talked to regarding the decision to go with Ortona Elementary. He discussed the positive benefits if Osceola Elementary was chosen for the site of a new school instead of Ortona Elementary. He noted the city was planning to pay for the cost of moving the utilities if the Osceola Elementary site was chosen, and was unsure if this was made clear to all the board members and felt it was important for them to know. He stated time was of the essence and he wished for staff to reach out to the Volusia County School Board to see if they needed to have a joint workshop or possibly re-send a letter to the board urging them to choose the Osceola Elementary

site. He stated if the city lost Osceola Elementary, they would lose their only beachside school.

Mayor Partington stated he believed the best way to approach it would be to request Ms. Shanahan bring back a discussion item on the issue after further research. He noted \$250,000 for moving utilities, which the city had previously offered, seemed like a lot of money, but noted there may be more the city could do.

Commissioner Persis explained when the item was first brought before the school board, then-Volusia County School Board Planning Director Ms. Sara Lee Morrissey, was in favor of the Ortona Elementary site. She explained Ms. Morrissey was no longer with the county. She noted she was in full support of trying to save Osceola Elementary.

Commissioner Kent stated he was comfortable with the idea of having the topic come back as a discussion item, but reiterated he felt that time was of the essence. He noted that notifications were already being sent to parents that portables would be delivered at Osceola Elementary to relocate the students from Ortona Elementary during construction. He stated he was unsure if the Commission had the luxury of waiting for the item to come back as a discussion item.

Commissioner Persis questioned if Ms. Shanahan could contact the Volusia County School Board to let them know the Commission would like to stop the process and revisit the decision; whereby, Ms. Shanahan stated she would do so.

Ms. Shanahan noted she believed it would be most effective if the Commission appeared before the school board at their next meeting to reiterate the city's commitment to assisting with funds for the stormwater for the Osceola Elementary site and encouraged them to reach out to the city if there were other areas they needed support in.

Discussion ensued on when the next Volusia County School Board meeting would take place. Ms. Shanahan noted the next meeting would take place on Tuesday, January 26, 2021.

Ms. Shanahan suggested she could circulate the same letter that had previously been sent by the Commission to the school board.

Commissioner Persis requested Ms. Shanahan speak with each school board member individually prior to the meeting as well; whereby, Ms. Shanahan stated she would.

Ms. Shanahan noted she would be happy to attend the meeting and take the Commission's letter of support to them, but also felt it was important for the Commission to reach out as well.

Mayor Partington stated the Commission needed to have a strategy and not rush into it. He discussed the importance of remaining transparent. He stated he agreed with Commissioner Kent regarding the Osceola Elementary site, but wanted to make sure it was approached the correct way.

Commissioner Selby stated he supported the idea of keeping Osceola Elementary and reaching out to the school board. He noted when reading the write-up, they were proposing to model the school after the Audubon school in Orlando.

Commissioner Persis and Commissioner Kent stated they would be willing to attend the school board meeting.

Emergency Services on Beachside

Commissioner Kent stated Advent Health had pulled their hospital out of Ormond Beach beachside many years ago and had done nothing to bring any medical facility back to that area. He suggested staff reach out to Halifax Hospital and noted the Commission may need to offer incentives to return emergency services to beachside Ormond Beach once again.

Ms. Shanahan noted staff had previously had discussions with Halifax Health over the years as well, but nothing had come of it.

Commissioner Kent reiterated the Commission may need to come up with incentives to return those services to beachside. He noted an emergency facility needed to be available for residents in that area.

Commissioner Selby stated he had read in the newspaper that Daytona Beach Shores provided space for their smaller beachside hospital with minimal rent to Halifax Hospital. He stated he was unsure if that set the bar for offering incentives or not.

Mayor Partington noted Daytona Beach Shores had the density to support that hospital. He noted it had been over a year since the city met with Halifax Hospital and COVID-19 had shifted the focus. He stated he still believed Advent Health was committed to bringing emergency services back to beachside, but due to the virus they were unready to resume normal operations. He stated he believed things would still be coming, but may take more time.

Ms. Shanahan noted she and Economic Developer Mr. Brian Rademacher would look into ways to see what could be done to get emergency services back to beachside.

YMCA Dog Park

Commissioner Kent stated he had received several complaints about the Ormond Beach YMCA dog park. He discussed some of the issues with the park and noted it was not up to the city's standards. He suggested Mr. Hayes get involved on the expectations of standards at the park.

Tree Planting Ceremony

Commissioner Persis complimented a tree planting ceremony she attended at Ormond Beach Elementary School.

Thank you

Commissioner Persis thanked Mr. Spraker for accompanying her to Kings Farm View to see the property.

Commissioner Littleton thanked staff and the Commission for their hard work on the A1A median project. He noted with new projects coming to the area, the Commission had the chance to ensure those areas shined.

Ormond MainStreet

Commissioner Selby stated he attended his first Ormond Mainstreet Board meeting virtually. He noted he was happy to report their revenue for the year was only down \$15,000, even with the dramatic decrease in events. He noted a special committee was planned to find alternative ways to raise funds. He discussed the Bash on the Boulevard event that Ormond MainStreet (MainStreet) held. He stated there were also plans to host two upcoming events. He noted the first event, Granada Grande, was tentatively scheduled to be held on February 6, 2021; while the second event, Taste of Ormond, was tentatively scheduled for March 7, 2021. He noted Taste of Ormond may be delayed due to the COVID-19 virus.

Item #11 – Adjournment

The meeting was adjourned at 9:47 p.m.

APPROVED: February 2, 2020

BY:

Bill Partington, Mayor

ATTEST:

Colby J. Cilento, City Clerk



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Loretta Moisio, Grants Coordinator

Date: February 2, 2021

Subject: Community Development Block Grant (CDBG) FY 20-21 Subrecipient Agreement Approval

Commission Goal: N/A

Introduction

This is a request for the City Commission to authorize the Mayor and City Manager to execute the Community Development Block Grant (CDBG) FY 2020-2021 Subrecipient Agreement to provide the City with \$152,710. Federal CDBG funds are passed through the Volusia County Community Services Department to the City of Ormond Beach.

Background

On February 24, 2020, the Neighborhood Improvement Advisory Board (NIAB) held its mandatory public hearing for the use of CDBG FY 20-21 funding (Annual Plan) as well as the Five Year Plan (thru FY 2024-2025). Following the mandatory public hearing meeting, the NIAB had scheduled a meeting on March 23, 2020, to determine its final recommendations. Unfortunately, that meeting was cancelled due to the Coronavirus pandemic and was not able to be rescheduled prior to the application deadline of May 1.

On May 12, 2020, the City Commission approved Resolution No. 2020-46 authorizing the submittal of the FY 2020-2021 Annual Plan to Volusia County for funding in the amount of \$152,710 in addition to the Five Year Plan. The Subrecipient Agreement is consistent with the CDBG program provisions previously approved by the City Commission.

As previously approved by the City Commission with the adoption of Resolution No. 2020-46, the CDBG programmed activities for FY 2020-2021 include the following:

FY 2020-2021	
Public Facilities	
<i>Central Park I, 601 Fleming Avenue - Install new</i>	\$ 129,804

playground equipment for ages 5-12 at this location to replace old equipment that was installed in the 1990's. The budget would cover new equipment, poured in place rubber surfacing, concrete curbing around the edge and a new 5' sidewalk connection to existing. The playground equipment has been repaired over the years, but its current condition is severely deteriorated and is beyond repair. This project is located within the City's current CDBG Priority Area.	
Public Services	
<i>Hope Place</i> - To pay the salary and benefits of a new position for an Unaccompanied Youth House Manager up to the approved maximum of 15% of total annual allocation for public service activities.	22,906
Total	\$ 152,710

In February 2019, staff was notified of the City's new CDBG Priority Area (*map attached*) designating low/mod income areas. Since the last map update in 2015, two new areas were added: one on the peninsula and one in the southwest portion of the City.

Citizen Impact

The CDBG FY 2020-2021 activities will benefit citizens located within, or adjacent to, the City's CDBG Priority Areas primarily, and secondarily those who visit the area. The public service activity will provide benefit to our citizens in need of the services provided at Hope Place.

Recommendation

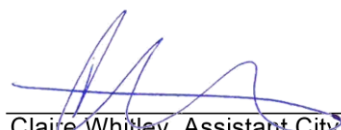
It is recommended that the City Commission authorize the Mayor and City Manager to execute the Community Development Block Grant FY 2020-2021 Subrecipient Agreement with Volusia County.

Attachments:

- 21-41 Subrecipient Agreement (P21-0003G) (PDF)
- CDBG FY 20-21 Subrecipient Agreement (PDF)
- CDBG Priority Map 2019 (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 1/6/2021



Claire Whitley, Assistant City Manager 1/27/2021

APPROVED BY:



Joyce A. Shanahan, City Manager 1/28/2021

RESOLUTION NO. 2021-41

A RESOLUTION AUTHORIZING EXECUTION OF A COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR FISCAL YEAR 2020-2021 BETWEEN THE CITY AND THE COUNTY OF VOLUSIA; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City and the County of Volusia desire to enter into a Community Development Block Grant Subrecipient Agreement for the 2020-2021 Fiscal Year, and

WHEREAS, on May 12, 2020, the City Commission approved Resolution No. 2020-46 authorizing submittal of the Fiscal Year 2020-2021 Annual Plan to Volusia County, and

WHEREAS, the proposed 2020-2021 Subrecipient Agreement, attached hereto and incorporated herein by reference, is consistent with the CDBG budget provisions previously approved; now therefore,

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute a Community Development Block Grant Subrecipient Agreement between the City of Ormond Beach and the County of Volusia for Fiscal Year 2020-2021.

SECTION TWO. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 2nd day of February, 2021.

BILL PARTINGTON
Mayor

ATTEST:

COLBY J. CILENTO
City Clerk

**COUNTY OF VOLUSIA/
CITY OF ORMOND BEACH
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT FY 2020/21**

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**COUNTY OF VOLUSIA/
CITY OF ORMOND BEACH
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT FY 2020/21**

This AGREEMENT is made by and between THE COUNTY OF VOLUSIA, a political subdivision of the State of Florida (hereinafter referred to as the "COUNTY") and CITY OF ORMOND BEACH, a governmental entity located in Volusia County, Florida (hereinafter referred to as the "SUBRECIPIENT").

WITNESSETH:

WHEREAS, the COUNTY has the authority to enter into a binding agreement for the expenditure of all or a portion of its Community Development Block Grant (CDBG) funds; and

WHEREAS, the regulations of 24 CFR 570, (as now in effect and as may be amended from time to time), which are incorporated by reference, constitute a part of this AGREEMENT; and

WHEREAS, the COUNTY has determined that the SUBRECIPIENT, through its participation in the County of Volusia Urban County Community Development Block Grant, meets the requirement for subrecipients as defined at 24 CFR 570.500(c); and

NOW, THEREFORE, in consideration of the mutual understanding and agreements set forth herein, the COUNTY and the SUBRECIPIENT or its authorized agent ("Agent") agree as follows:

1. **Responsibility for Grant Administration:** In accordance with Subpart J of 24 CFR 570, the COUNTY is responsible for ensuring the administration of CDBG funds in accordance with all program requirements. The use of subrecipients or contractors does not relieve the COUNTY of this responsibility. The COUNTY is also responsible for determining the adequacy of performance under subrecipient agreements and procurement contracts and for taking appropriate action when performance problems arise, such as those actions described in 24 CFR 570-910.
2. **Other Program Requirements:** This AGREEMENT shall require the SUBRECIPIENT and/or its Agent, as applicable, to carry out each activity in compliance with all federal laws and regulations in Subpart K of 24 CFR 570 as further described in ATTACHMENT III—Certifications and Other Regulations, which is attached hereto and made a part hereof as if fully rewritten, except that:
 - a. Neither the SUBRECIPIENT nor its Agent, as applicable, assumes the COUNTY'S environmental responsibilities as described in 24 CFR 570.604; and

- b. Neither the SUBRECIPIENT nor its Agent, as applicable, is required to comply with the Uniform Relocation Assistance (URA) and Real Property Acquisition Policies Act of 1970, as amended, and described in 49 CFR Part 24; and
 - c. Neither the SUBRECIPIENT nor its Agent, as applicable, assumes the COUNTY'S responsibility for initiating the governmental review process under Executive Order 12372, as described at 24 CFR 576.612.
- 3. **Scope of Services:** The SUBRECIPIENT or its Agent, as applicable, hereby agrees to allow expenditure of "Urban County CDBG" funds, as defined in 24 CFR 570.3, within its jurisdiction. The COUNTY, SUBRECIPIENT or its Agent, as applicable, hereby agrees to utilize funds made available under the CDBG Program for the purpose of implementing activities as described in SECTION A—Activity Responsibility and Description of ATTACHMENT I—STATEMENT OF WORK, which is attached hereto and made a part hereof as if fully rewritten. Changes in ATTACHMENT I—STATEMENT OF WORK may be requested from time-to-time by the COUNTY or the SUBRECIPIENT or its Agent, as applicable, and shall be incorporated as written amendments to this AGREEMENT. The SUBRECIPIENT or its Agent, as applicable, certifies that the Community Development project(s) provided for herein shall be given maximum feasible priority to activities that benefit low-or moderate-income families, according to the metrics set forth in 24 CFR 570.3, or aid in the prevention or elimination of slums or blight.
- 4. **Time of Performance:** This AGREEMENT shall take effect from October 1, 2020 through and including September 30, 2021. If necessary, the performance period of the AGREEMENT may be extended through a formal amendment process initiated by a written request from the SUBRECIPIENT.
- 5. **Compensation:** The COUNTY shall compensate the SUBRECIPIENT or its Agent, as applicable, for all allowable and eligible expenditures made for those community development project(s) for which they are responsible as described in SECTION A—Activity Responsibility and Description of ATTACHMENT I—STATEMENT OF WORK. Compensation shall be made in accordance with the budget schedule set forth in ATTACHMENT II—BUDGET, which is attached hereto and made a part hereof as if fully rewritten. Compensation shall be provided during the term of this AGREEMENT.
- 6. **Method of Payment:** Subject to receipt of funds from the United States Treasury, the COUNTY agrees to reimburse the SUBRECIPIENT or its Agent, as applicable, for authorized expenditures for which vouchers and other similar documentation to support payment expenses are maintained by the SUBRECIPIENT or its Agent, as applicable, under generally accepted accounting principles and procedures approved by the COUNTY and outlined in 2 CFR 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. The documentation required to support reimbursement requests from the COUNTY are listed in ATTACHMENT V. A reimbursement request received with all the necessary backup and compliance verification will be classified as a proper invoice and processed as such. All payments by the COUNTY shall be governed by the Florida Prompt Payment Act (Part VII of Chapter 218, Florida Statutes), as applicable.

7. **Compliance with Regulations:** The SUBRECIPIENT and its Agent shall comply with the applicable uniform administrative requirements as described in 24 CFR 570.502, including those listed in ATTACHMENT III-CERTIFICATION AND OTHER REGULATIONS, which are attached hereto and made a part hereof as if fully rewritten.
8. **Maintenance and Availability of Records:** In connection with the AGREEMENT, the SUBRECIPIENT or its Agent, as applicable, shall maintain all accounting and client records and documents, papers, maps, photographs, other documentary materials, and any evidence pertaining to costs incurred, as more fully described in ATTACHMENT IV-RECORDS TO BE MAINTAINED, which is attached hereto and made a part hereof as if fully rewritten.

Copies of all CDBG related records generated by the SUBRECIPIENT or its Agent, as applicable, shall be available for inspection by the Department of Housing and Urban Development, the Comptroller General of the United States, and any authorized representative of the COUNTY.

Such records shall be available at the SUBRECIPIENT or its Agent's offices, as applicable, at all reasonable times during the contract period and kept for a period of five (5) years after expiration of this AGREEMENT. If a claim, investigation, or litigation is pending after what is assumed to be final payment, such pending action is deemed to have cancelled the final payment date. In such a case, the retention period will not commence again until final settlement of the claim, investigation or litigation.

This Section 8 shall be in addition to, and not in lieu of, the Florida Public Records law requirements set forth in Section 22 herein.

9. **Request for Monthly Reimbursement and Expense Summary:** The form provided in ATTACHMENT V and other such documentation as described above shall be submitted to the COUNTY by the 10th day of each month for the preceding month. All required reports and backup documentation, as described in ATTACHMENT V, must be provided for the COUNTY to accept the request as a proper invoice for payment. The payment request will be rejected if all required documentation is not provided, or if the project has not met Davis-Bacon Fair Labor Standard compliance requirements during the period of the payment request. The COUNTY shall process and make payment to the SUBRECIPIENT in accordance with the Florida Prompt Payment Act, as applicable, for reimbursement requests received that meet the requirements of a proper invoice.
10. **Program Income:** All income received from CDBG funded activities shall be considered program income and subject to the requirements set forth in 24 CFR 570.504 (c) of the CDBG regulations. The AGREEMENT, ATTACHMENT II – BUDGET, specifies whether program income received is to be returned to the COUNTY or retained by the SUBRECIPIENT and/or its Agent, as applicable.

11. Reversion of Assets: Upon expiration of this AGREEMENT, the SUBRECIPIENT or its Agent, as applicable, agrees to transfer to the COUNTY any CDBG funds on hand at the time of expiration and shall assign any accounts receivable attributable to the use of CDBG funds to the County. It shall also ensure that any real property under the SUBRECIPIENT or its Agent's control, as applicable, that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:

- a. Used to meet one of the National Objectives in 24 CFR 570.208 until 5 years after expiration of the AGREEMENT, or such longer period of time as determined appropriate by the COUNTY; or
- b. Is disposed of in a manner that results in the COUNTY being reimbursed in the amount of the current fair market value of property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. (Reimbursement is not required after the period of time specified in Paragraph 11.a. above).

12. Subcontracting: All work or services covered by this AGREEMENT, which is subcontracted, shall be specified by written contract and subject to all provisions of this AGREEMENT. **All subcontracts must be submitted to the County for its prior written approval and are subject to such approval prior to any execution thereof.**

13. Suspension and Termination: The COUNTY may terminate this AGREEMENT and such additional supplemental agreements hereafter executed, in whole or in part, and may recover any CDBG funds at its discretion if the SUBRECIPIENT or its Agent, as applicable:

- a. Violates any provision of this AGREEMENT; or
- b. Violates any provision of the Housing and Community Development Acts of 1974 and 1977, as amended; or
- c. Violates any applicable regulations or terms and conditions of approval of the applications that the Secretary of Housing and Urban Development has issued or shall subsequently issue during the period of this AGREEMENT; or
- d. Fails to complete performance in a timely manner; or
- e. Files for bankruptcy (voluntary or involuntary); becomes subject through appointment by any court to a receiver taking possession of substantially all of its assets or remaining in receivership in excess of 60 days; has substantially all of its assets attached, subject to execution or other judicial seizure; or does not perform as required under this Agreement.

The COUNTY may also terminate this AGREEMENT and such additional supplemental agreements hereafter executed, in whole or in part, by giving the SUBRECIPIENT or its Agent, as applicable, 30 days' written notice, in the event that the Secretary of HUD shall:

- f. Withdraw funds allocated to the COUNTY under its application for program activities that substantially prevent performance of the Community Development program in the COUNTY;
 - g. Terminate the COUNTY'S funding allocation pursuant to an Act of Congress.
14. **Audit:** The SUBRECIPIENT and its Agent, as applicable, shall comply with the audit requirements set forth in 2 CFR 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
15. **Conflict of Interest:** The SUBRECIPIENT certifies that it and its Agent, as applicable, maintains a code or standards of conduct that govern the performance of its officers, employees or agents engaged in the awarding and administration of contracts using Federal funds.

Except for the use of CDBG funds to pay for salaries and other related administrative or personnel costs, the SUBRECIPIENT certifies that no employee, agent, or officer of the SUBRECIPIENT or its Agent, as applicable, who exercises decision making responsibility with respect to CDBG funds and activities, is allowed to obtain a financial interest in or benefit from CDBG activities, or have a financial interest in any contract, subcontract or agreement regarding those activities or in the proceeds of the activities. Specifically:

- a. This requirement applies to any person who is an employee, agent, consultant, officer, or elected or appointed official of the grantee, designated public agency, SUBRECIPIENT or its Agent; and to their immediate family members, and business partner(s).
 - b. The requirement applies for such persons during their tenure and for a period of one year after leaving the grantee, SUBRECIPIENT or its Agent, as applicable, organization.
 - c. It is applicable to the procurement of supplies, equipment, construction, and services; acquisition and disposition of real property; provision of assistance to individuals, businesses and other private entities for all eligible activities (Section 570.201-205); and provision of loans to individuals, businesses and other private entities.
 - d. Upon written request, exceptions may be granted by HUD after consideration of the cumulative effect of various factors on a case-by-case basis, and only with: (a) full disclosure of the potential conflict, and (b) a legal opinion of the grantee's attorney that there would be no violation of state or local laws in granting the exception.
16. **Indemnification:** The SUBRECIPIENT and its Agent, as applicable, shall hold harmless, defend and indemnify the COUNTY, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with

whom the County has agreed by contract to provide additional insured status, the U.S. Department of Housing and Urban Development, and any other governmental agencies or subdivisions, and their officers, agents and employees, from, or on any account of, any and all claims, actions, lawsuits, losses, expenses, injuries, damages, judgments or liabilities of any kind whatsoever that arise from the SUBRECIPIENT'S, or its Agent's, employees', or officers' performance or non-performance of the terms of this AGREEMENT.

17. **Additional Provisions:** Notwithstanding anything set forth in this AGREEMENT to the contrary, nothing in this AGREEMENT shall be deemed as a waiver of immunity or limits of liability of the COUNTY beyond any statutory limited waiver of immunity or limits of liability (Section 768.28, Florida Statutes), which may have been or may be adopted by the Florida Legislature liability in tort, and, unless otherwise further limited by state or federal law, the cap on the amount and liability of the COUNTY for damages arising from any claims related to this AGREEMENT, regardless of the number or nature of claims or whether such claim sounds in tort, equity, or contract, shall not exceed the dollar amount set by the Florida legislature for tort damages. Further, nothing in this AGREEMENT shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY OF VOLUSIA, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of state or federal law, except as may be expressly provided herein.
18. In no event shall the COUNTY be liable to the SUBRECIPIENT or its Agent, as applicable, for any incidental, indirect, special, punitive or consequential damages even if the COUNTY knew or should have known about the possibility of such damages for any provision of this AGREEMENT.
19. The SUBRECIPIENT shall, and shall ensure that its Agent, as applicable, shall at its own expense, defend, indemnify and hold harmless the COUNTY, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status,, from and against all liabilities, claims, demands, actions, causes of action, losses, damages, costs and expenses (including reasonable attorneys' fees) which may arise under any claim or cause of action whatsoever, contract, equity or tort (including personal injury, death, and damage to tangible property) to the extent caused by the SUBRECIPIENT's or its Agent's, as applicable, negligence or intentional tortious conduct in the performance of this AGREEMENT.
20. Notwithstanding the provisions of Paragraph 17, the SUBRECIPIENT and its Agent, shall save, indemnify, and hold the COUNTY harmless from any and all claims and actions from the SUBRECIPIENT's Subcontractors for payment for Services and Software provided by Subcontractors for the SUBRECIPIENT or its Agent, as applicable, under this AGREEMENT.
21. **Venue / Jurisdiction / Attorney's Fees.** This AGREEMENT shall be governed by the laws of the State of Florida and the Code of Ordinances of the County of Volusia, Florida. Venue for and jurisdiction over any civil lawsuit filed in connection with this AGREEMENT shall, if in state court, be in the 7th Judicial Circuit in and for Volusia

County, Florida, or, if in federal court, in the Middle District of Florida, Orlando Division. In any civil dispute arising from this AGREEMENT, the parties agree to bear their own attorneys' fees and costs, unless otherwise expressly provided herein.

22. **PUBLIC RECORDS.** Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Subrecipient with this statement and establish the following requirements as contractual obligations pursuant to the AGREEMENT:

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5955, communityassistance@volusia.org, or by mail, Community Assistance Division, Attn: Public Records Custodian, 110 W. Rich Ave., DeLand, FL 32720.

By entering into this AGREEMENT, Subrecipient acknowledges and agrees that any records maintained, generated, received, or kept in connection with or related to the performance of services provided under this AGREEMENT are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Subrecipient entering into an AGREEMENT for services with the County is required to:

- A. Keep and maintain public records required by the County to perform the services and work provided pursuant to this AGREEMENT.
- B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the AGREEMENT term and following completion or termination of the AGREEMENT if the Subrecipient does not transfer the records to the County.
- D. Upon completion or termination of the AGREEMENT, transfer, at no cost, to the County all public records in the possession of the Subrecipient or keep and maintain public records required by the County to perform the service. If the Subrecipient transfers all public records to the County upon completion or termination of the AGREEMENT, the Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion or termination of the AGREEMENT, the Subrecipient

shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Pursuant to current state law, requests to inspect or copy public records relating to the County's AGREEMENT for services must be made directly to the County. If Subrecipient receives any such request, Subrecipient shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Subrecipient of such request, and the Subrecipient must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Subrecipient acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Subrecipient further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Subrecipient shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Subrecipient's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Subrecipient's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Subrecipient authorizes County to seek declaratory, injunctive, or other appropriate relief against Subrecipient from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

23. SUBRECIPIENT acknowledges the COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes (commonly known as the Florida Government in the Sunshine Law (the "Sunshine Law")), the SUBRECIPIENT acknowledges that the COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes. SUBRECIPIENT and its Agent, as applicable, agrees to comply with these laws and any other laws related to complying with the Sunshine Law, to require any Subcontractors to comply with all laws, as applicable, and to assist COUNTY in complying with the same as it relates to all aspects of this AGREEMENT.
24. The SUBRECIPIENT and its Agent, as applicable, agrees to maintain such financial records and other records as may be prescribed by the COUNTY or by applicable federal and state laws, rules, and regulations. COUNTY shall have the right to audit the books, records, and accounts of the SUBRECIPIENT and its Agent, as applicable, that are directly related to this AGREEMENT. The SUBRECIPIENT shall, and shall require its Agent, as applicable, to keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this AGREEMENT. The SUBRECIPIENT and its Agent, as applicable, shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this AGREEMENT for the required retention period of the Florida Public

Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this AGREEMENT. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to the SUBRECIPIENT's or its Agent's records, as applicable, the SUBRECIPIENT and its Agent shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by the SUBRECIPIENT or its Agent, as applicable. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

25. Any legal notice or other communication required or permitted to be made or given by either party pursuant to this AGREEMENT will be in writing, in English, and will be deemed to have been duly given: (i) five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of the notice is promptly sent by another means specified in this section; or (iii) when delivered if delivered personally or sent by express courier service. All notices will be sent to the other party at its address as set forth below or at such other address as the party may specify in a notice given in accordance with this section.

In the case of County:	with a copies of legal notices to:
County of Volusia Attn: Dona D. Butler, Community Services Director Address: 110 W. Rich Ave. DeLand, FL 32720 Phone: (386) 943-7029 Fax: (386) 822-5768	County of Volusia Attn: Charles Hargrove, Deputy County Attorney Address: 123 W. Indiana Ave. Room 301 DeLand, FL 32720 Phone: (386) 736-5950 Fax: (386) 736-5990
In the case of SUBRECIPIENT :	with a copy of legal notices to:
Attn: Joyce Shanahan, City Manager Address: City of Ormond Beach P.O. Box 277 Ormond Beach, FL 32175 Phone: (386) 676-3200 Fax: (386) 676-3384	Attn: Randy Hayes, City Attorney Address: P.O. Box 277 Ormond Beach, FL 32175 Phone: (386) 676-3392 Fax: (386) 676-3321

26. Each party will act in good faith in the performance of its respective responsibilities under this AGREEMENT and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the other party in order to perform its responsibilities under this AGREEMENT.
27. This Agreement shall not be assigned, transferred, or encumbered by SUBRECIPIENT unless authorized by the COUNTY in writing as a modification to this Agreement.
28. By entering into this AGREEMENT, the SUBRECIPIENT or its Agent, as applicable, and the COUNTY hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this AGREEMENT for any litigation limited solely to the parties of this AGREEMENT and to the Agent of SUBRECIPIENT, as applicable.
29. If any provision of this AGREEMENT shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this AGREEMENT, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this AGREEMENT shall remain in full force and effect unless the COUNTY or the SUBRECIPIENT elect to terminate this AGREEMENT. An election to terminate this AGREEMENT based upon this provision shall be made within seven (7) days after the finding by the court becomes final. Prior to terminating this AGREEMENT, the parties may agree to substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties.
30. This Agreement and attached exhibits and amendments thereto constitute the full and complete understanding between the parties.
31. **Amendments:** Upon mutual consent of both parties, this AGREEMENT may be amended in writing.

**COUNTY OF VOLUSIA/
CITY OF ORMOND BEACH
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT FY 2020/21**

SIGNATURE PAGE

IN WITNESS WHEREOF, the COUNTY and the SUBRECIPIENT have executed this AGREEMENT.

Joyce Shanahan
City Manager
City of Ormond Beach

Date

Dona D. Butler
Community Services Director
County of Volusia

Date

Bill Partington
Mayor
City of Ormond Beach

Date

ATTACHMENT I – STATEMENT OF WORK

SECTION A – ACTIVITY RESPONSIBILITY AND DESCRIPTION

The organization responsible for implementing each activity and a brief description of the activity is identified below. Implementation of these activities shall comply with the regulations of 24 CFR 570, as now in effect and as may be amended from time to time.

The COUNTY shall:

1. Be responsible for monitoring all programmatic regulations, to provide review and certification that environmental regulations have been adhered to, and providing technical assistance as requested.
2. Be responsible for determining the adequacy of performance under subrecipient agreements and procurement contracts and for taking appropriate action when performance problems arise.
3. The COUNTY Housing and Grants Staff shall review and approve, prior to execution, all procurement procedures and subcontracts for compliance with the Davis-Bacon Fair Labor Standards Provisions, Minority and Women's Business Enterprise (MWBE) affirmative requirements, Executive Order 11246, Section 3 of Housing and Urban Development Act of 1968, Federal Debarment/Suspension of contractors, and other applicable federal labor and equal opportunity requirements.

The SUBRECIPIENT shall be responsible for implementing the following activities:

1. Central Park I (Fleming Ave)- New Playground: Be responsible for installation of new playground equipment for children ages 5-12 which will replace old equipment installed in the 1990's. The new playground equipment will include benches, poured in place rubber surfacing, concrete curbingt around the edge and a new 5' sidewalk connection to the existing sidewalk.
2. Hope Place Public Service: Be responsible for operating costs for Hope Place. Hope Place is a shelter for homeless families and unaccompanied students. Funds will be used for the salary and benefits to hire an Unaccompanied Youth House Manager who will be provided with room and board so that they are readily available to mentor the youth and respond to their needs as quickly as possible.
3. Be responsible for ensuring that funds distributed are used in accordance with CDBG guidelines by extending all provisions of this subrecipient agreement to written agreements with funded agency. The SUBRECIPIENT will perform programmatic monitoring of this agency and maintain records documenting this monitoring.
4. Be responsible for contacting the Volusia County Community Assistance Housing and Grants Staff **prior** to implementing any phase of construction of the above listed activities. The City agrees to inform and include the Housing and Grants Staff in all pre-bid, bid, pre-construction, or any other applicable meeting related to the above listed activities

5. Be responsible for compliance with all Davis-Bacon Fair Labor Standard regulations with regard to the above listed construction projects. The City agrees to provide certified payroll and contractors invoices related to the above listed activities to the Volusia County Housing and Grants Staff for approval **prior** to requesting reimbursement for any expenditure.

SECTION B – AREA SERVICES

Persons residing in the geographic location of the following Census Tracts and Block Groups will benefit from the above listed activities. The percentage of low/moderate income persons residing in each Census Tract and Block Group, as defined by the American Community Survey data, is shown below.

Activity	Census Tract(s)/ Block Group(s)	Percentage Low/Moderate Income Persons
Capital Projects		
Central Park I (Fleming Ave)- New Playground	80803/2	54.34%
Public Services		
Hope Place Public Service	Ormond Beach	N/A

SECTION C – WORK SCHEDULE

SUBRECIPIENT

Description of Activities	Time	Quantity	Milestone
<u>Central Park I (Fleming Ave)- New Playground:</u> Be responsible for installation of new playground equipment for children ages 5-12 which will replace old equipment installed in the 1990's. The new playground equipment will include benches, poured in place rubber surfacing, concrete curbing around the edge and a new 5' sidewalk connection to the existing sidewalk.	October 1, 2020 to September 30, 2021	1,190 LMI Persons	Completion by September 30, 2021
<u>Hope Place Public Service:</u> Be responsible for operating costs for Hope Place. Hope Place is a shelter for homeless families and unaccompanied students. Funds will be used for the salary and benefits to hire an Unaccompanied Youth House Manager who will be provided with room and board so that they are readily available to mentor the youth and respond to their needs as quickly as possible.		Estimated 100 LMI Persons	

SECTION D – WORK REVISIONS

The work elements contained herein set forth specific objectives, activities, and schedules. Requests to revise Section A through C may be deemed necessary by the SUBRECIPIENT or its Agent, as applicable. Any revision is subject to prior written approval by the COUNTY.

SECTION E – LEVELS OF ACCOMPLISHMENT – GOALS AND PERFORMANCE MEASURES

The Subrecipient agrees to provide the following level of program services:

<u>Activity</u>	<u>Units per Month</u>	<u>Total Units per Year</u>
Central Park I (Fleming Ave)- New Playground	N/A	1,190 LMI Persons
Hope Place Public Service	N/A	Estimated 100 LMI Persons

Note: Units means the number of low- and moderate-income persons residing in the area that will benefit directly from new or improved access to an infrastructure or public facility benefit and those persons who have low- and moderate-incomes.

SECTION F – RECORDS AND REPORTS TO BE PROVIDED AND MAINTAINED

Records and reports to be provided to the COUNTY:

1. The SUBRECIPIENT and/or its Agent shall provide on a monthly basis until the AGREEMENT is closed, the Request for Funds Reimbursement Form, ATTACHMENT V to this AGREEMENT. The Request for Funds Reimbursement Form contains five sections: Section I - Request for Monthly Reimbursement and Expense Summary Form, Section II A – CDBG Capital Project Status Report, Section II B - CDBG Public Service Status Report, Section III - LMI Clientele Status Report, Section IV - CDBG Plan of Action. **Each section must be completed and submitted on a monthly basis regardless of the activity level until the Agreement is closed.**
 - The Section I – Request for Monthly Funds Reimbursement and Expense Summary Form must include reporting fair housing activities completed at least once per quarter.
 - Section II A – CDBG Capital Project Status Report must be submitted for the following activities: Central Park I (Fleming Ave)- New Playground.
 - Section II B – Public Service Status Report must be submitted for the following activity: Hope Place Public Service.
 - Section III – LMI CDBG Clientele Status Report must be submitted for the following activity: Hope Place Public Service.
 - Section IV - Plan of Action (POA) must be submitted for the following activities: Central Park I (Fleming Ave)- New Playground.
 - i. If any of the dates in the POA attached to this agreement change by 60 days or more, the SUBRECIPIENT must submit an amendment request to amend the POA.

2. The SUBRECIPIENT and/or its Agent shall provide other reports as may be prescribed by the COUNTY or the Secretary of HUD from time to time.

Records to be maintained by the SUBRECIPIENT:

The SUBRECIPIENT and/or its Agent shall maintain all required records, which are applicable to the CDBG-assisted activity, as set forth in ATTACHMENT IV to this AGREEMENT.

ATTACHMENT II – BUDGET

The total amount of CDBG funds allocated to community development activities in City of Ormond Beach is **\$152,710**. The following chart provides details as to the organization responsible for implementing each of the activities, a description of the activities and the amount of funds budgeted for the activity.

RESPONSIBILITY	DESCRIPTION OF ACTIVITY	BUDGET
City of Ormond Beach	Central Park I (Fleming Ave)- New Playground: Be responsible for installation of new playground equipment for children ages 5-12 which will replace old equipment installed in the 1990's. The new playground equipment will include benches, poured in place rubber surfacing, concrete curbing around the edge and a new 5' sidewalk connection to the existing sidewalk.	\$129,804
City of Ormond Beach	Hope Place Public Service: Be responsible for operating costs for Hope Place. Hope Place is a shelter for homeless families and unaccompanied students. Funds will be used for the salary and benefits to hire an Unaccompanied Youth House Manager who will be provided with room and board so that they are readily available to mentor the youth and respond to their needs as quickly as possible.	\$22,906
TOTAL		<u>\$152,710</u>

In the event Program Income is generated, such income shall be returned to the COUNTY.

ATTACHMENT III – CERTIFICATION AND OTHER REGULATIONS

SECTION A – APPLICABILITY OF UNIFORM ADMINISTRATIVE REQUIREMENTS

The COUNTY, SUBRECIPIENT and their Agents which are, or represent governmental entities, shall comply with the requirements and standards, and any revisions or amendments thereto, of 2 CFR 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and with the applicable portions of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" as provided in 24 CFR 570.502.

SECTION B – EQUAL OPPORTUNITY

The SUBRECIPIENT and their Agent agrees to comply with:

1. Title VI of the Civil Rights Act of 1964 (P.L.88-352) and the HUD regulations under 24 CFR Part 1, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance by way of grant, loan, or contract and will immediately take any measures necessary to effectuate this Agreement. If any real property or structure thereof is provided or improved with the aid of Federal financial assistance extended to the SUBRECIPIENT, this assurance shall obligate the SUBRECIPIENT, or in the case of any transfer of such property or structure is used for a purpose of which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
2. Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), as amended by the Fair Housing Amendments Act of 1988 (P.L. 100-430), and will administer all programs and activities relating to housing and community development in a manner to affirmatively further fair housing within Constitutional limitations throughout the United States.
3. Section 109 of the Housing and Community Development Act of 1974 and 1977, as amended, and in conformance with all requirements imposed pursuant to the regulations of the Department of HUD (24 CFR Part 570.602) issued pursuant to that Section; no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation under, any program or activity funded in whole or in part with the Community Development funds.

Section 109 of the Act further provides that any prohibition against discrimination on the basis of age, under the Age Discrimination Act of 1975 (24 CFR Part 146), or with respect to an otherwise qualified handicapped person, as provided in Section 504 of the Rehabilitation Act of 1973 (24 CFR Part 8), shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

4. Executive Order 11063 on equal opportunity in housing and related facilities owned or operated by the Federal Government or provided with Federal financial assistance.
5. Executive Order 11246, an amended, requiring nondiscrimination and affirmative action to ensure nondiscrimination in employment by government contractors and subcontractors and under federally assisted construction contracts.
6. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, and the HUD regulations issued pursuant thereto (24 CFR Part 135), shall govern all housing rehabilitation and community development construction contracts in excess of \$200,000 where at least \$100,000 of Federal CDBG funds are used, as follows:
 - a. The work to be performed under the contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons particularly persons who are recipients of HUD assistance for housing.
 - b. The parties to the contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to the contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
 - c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractors commitments under this Section 3 clause, and will post copies of the notice in conspicuous place at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - d. The contractor agrees to include the Section 3 clause in every subcontract subject to compliance with regulations 24 CFR Part 135 and agrees to take appropriated action, as provided in an applicable provision of the subcontract or in this section 3 clause upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
 - e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other

than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractors obligations under 24 CFR Part 135.

- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - g. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
7. The affirmative requirements, as set forth in 24 CFR Part 85.36 (e), to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible, to include the following actions:
- a. Placing qualified small and minority businesses, and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirements permits, which encourage participation by small and minority business, and women's business enterprises;
 - e. Using the services and assistance of the Small Business Administration and the Minority Businesses Development Agency of the Department of Commerce; and
 - f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) – (e) of the section.

SECTION C – INTEREST OF CERTAIN FEDERAL OFFICIALS

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

SECTION D – INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF THE SUBRECIPIENT, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS

No member, officer, or employee of the SUBRECIPIENT or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement.

SECTION E – HATCH ACT

The SUBRECIPIENT agrees to comply with all provisions of the Hatch Act and that no part of the program will involve political activities, nor shall personnel employed in the administration of the program be engaged in activities in contravention of Title V, Chapter 15, of the United States Code.

SECTION F – DAVIS-BACON FAIR LABOR STANDARDS PROVISIONS

The SUBRECIPIENT agrees to comply with 24 CFR 570.603, Labor Standards of the Regulations published by HUD for Community Development Block Grants.

SECTION G - USE OF DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS.

The SUBRECIPIENT agrees to comply with the requirements of 24 CFR parts 5 and 24, which prohibit a person who is debarred or suspended from receiving Federal financial and non-financial assistance and benefits under any Federal Programs.

SECTION H – ANTI-LOBBYING

The SUBRECIPIENT agrees that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress. In connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

SECTION I – COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS

The SUBRECIPIENT agrees to comply with any conditions resulting from the COUNTY'S compliance with the provisions of the National Environmental Policy Act of 1969 and the other provisions of law specified at 24 CFR 58.5 insofar as the provisions of such Act apply to the activities set forth in ATTACHMENT I – STATEMENT OF WORK.

SECTION J – COMPLIANCE WITH FLOOD DISASTER PROTECTION ACT

This AGREEMENT is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). No portion of the assistance provided under this AGREEMENT is approved for acquisition or construction purposes as defined under Section 3 (a) of said Act, for use in any area identified by the Secretary as having special flood hazards, which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this AGREEMENT for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this AGREEMENT shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance required with respect to financial assistance for acquisition or construction purposes under Section 102 (2) of Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction of such land is not itself funded with assistance under this AGREEMENT.

SECTION K – COMPLIANCE WITH AIR AND WATER ACTS

This AGREEMENT is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

In compliance with said regulations, the COUNTY shall cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt transaction thereunder funded with assistance provided under this AGREEMENT, the following requirements.

1. A stipulation by the contractor or subcontractor that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857c-8), and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the director, Office of Federal Activities EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of Violating Facilities.
4. Agreement by the contractor that he will include or cause to be included the criteria and requirements in paragraph 1 through 4 of this section in every nonexempt subcontract and requiring the contractor will take such action as the Government may direct as means of enforcing such provisions.

In no event shall any amount of the assistance provided under this AGREEMENT be utilized with respect to a facility that has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

SECTION L – HISTORIC PRESERVATION

The AGREEMENT is subject to the requirements of P.L. 89-665, the Archaeological and Historic Preservation Act of 1974 (P.L. 93-291), Executive Order 11593, and the procedures prescribed by the Advisory Council on Historic Preservation in 36 CFR Part 800. The COUNTY must take into account the effect of a project on any district, site, building, structure or object listed in or found by the Secretary of the Interior, pursuant to 35 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places, maintained by the National

Park Service of the U. S. Department of the Interior, and must make every effort to eliminate or minimize any adverse effect on a historic property.

SECTION M – ARCHITECTURAL BARRIERS

This AGREEMENT is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151) and its regulations. Every building or facility (other than a privately owned residential structure) designed, constructed, or altered with CDBG funds must comply with the requirements of the "American Standards Specifications for Making Buildings and Facilities Accessible To, and Usable By, the Physically Handicapped."

SECTION N – LEAD BASED PAINT

This AGREEMENT is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.), and the Lead-Based Paint Regulations (24 CFR Part 35 and 24 CFR 570.608). The use of lead-based paint is prohibited whenever CDBG funds are used directly or indirectly for the construction, rehabilitation, or modernization of residential structures. Immediate lead-based paint hazards existing in residential structures assisted with CDBG funds must be eliminated, and purchasers and tenants of assisted structures constructed prior to 1978 must be notified of the hazards of lead-based paint poisoning.

SECTION O – PROPERTY DISPOSITION

Real or personal property purchased in whole or in part with CDBG funds shall not be disposed through sale, use, or location without the written permission of the COUNTY. The proceeds from the disposition of real property shall be considered program income and subject to 24 CFR 570.504(c).

SECTION P – ACQUISITION/RELOCATION

This AGREEMENT is subject to providing a certification that the parties will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, implementing regulations at 49 CFR Part 24 and 24 CFR Part 511.14, which govern the acquisition of real property for the project and provision of relocation assistance to persons displaced as a direct result of acquisition, rehabilitation, or demolition for the project.

ATTACHMENT IV – RECORDS TO BE MAINTAINED

The SUBRECIPIENT and its Agents shall establish and maintain sufficient records to enable the COUNTY and/or the Secretary of the Department of Housing and Urban Development (HUD) to determine whether the terms and condition of this AGREEMENT have been met. At a minimum, the parties shall maintain the following records for the term of the AGREEMENT and five (5) years after closure:

Section A. The COUNTY shall maintain:

1. Records providing a full description of each activity assisted (or being assisted) with Community Development Block Grant (CDBG) funds, including its location (if the activity has a geographical locus), the amount of CDBG funds budgeted, obligated, and expended for the activity, records pertaining to the leverage of the CDBG funds with other Federal, State, local, private or other funding, and the provision of Subpart C – Eligible Activities of 24 CFR Part 570 under which the activity is eligible for CDBG-assistance.
2. Records demonstrating that each activity undertaken pursuant to this AGREEMENT meets one of the criteria for meeting the CDBG National Objectives set forth in 24 CFR 570.208. The COUNTY will require the SUBRECIPIENT to maintain or produce records to support the activity's CDBG eligibility and its criteria for meeting the CDBG National Objectives as set forth in Section II below.
3. Records that demonstrate the COUNTY has made the determinations required as a condition of eligibility of certain activities, as prescribed in Sections 570.201(f), 570.201(i), 570.202(b)(3), 570.203(b), 570.204(a), and 570.206(f).
4. Records that demonstrate compliance with the citizen participation requirements prescribed in Section 104(a)(3) of the Act, and in 24 CFR 570.301(b) and 570.305 for Entitlement Communities.
5. Records that demonstrate compliance with fair housing and equal opportunity laws

Section B. The SUBRECIPIENT shall maintain:

1. Records providing a full description of each activity assisted (or being assisted) with Community Development Block Grant (CDBG) funds, including its location (if the activity has a geographical locus), the amount of CDBG funds budgeted, obligated, and expended for the activity, and records pertaining to the leverage of the CDBG funds with other Federal, State, local, private or other funding.
2. For each activity determined to benefit LMI persons based on the area served by the activity:
 - a. The boundaries of the service area;
 - b. The income characteristics of families and unrelated individuals in the service area; and

- c. If the percent of LMI persons in the service area is less than 51 percent, data showing that the area qualifies under the exception criteria set forth in 24 CFR 570.208(a)(1)(ii).

NOTE: Public Facility - Park Improvements - Central Park I (Fleming Ave)-New Playground: These activities have been determined by the COUNTY to benefit Low Moderate Income (LMI) persons because the service areas served by the activities have at least 51 percent of the residents with low and moderate incomes.

3. Records to support that each activity undertaken pursuant to this AGREEMENT is eligible for CDBG-assistance and meets one of the criteria for meeting the CDBG National Objectives. Such records shall include the following information:
 - a. Documentation establishing that the facility or service is designed for and used by LMI persons, for which the regulations provide presumptive benefit to LMI persons; or
 - b. Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by LMI persons; or
 - c. Documentation showing the size and annual income of the family or each person receiving the benefit as defined by HUD in 24 CFR 570.3.
4. Records that demonstrate compliance with 24 CFR 570.505 regarding any change of use of real property acquired or improved with CDBG assistance.
5. Records that demonstrate compliance with the citizen participation requirements prescribed in Section 104(a)(3) of the Act, and in 24 CFR 570.301(b) and 570.305 for Entitlement Communities.
6. Records that demonstrate compliance with the requirements in 24 CFR 570.606 regarding acquisition, displacement, relocation, and replacement housing.
7. Fair housing and equal opportunity records applicable to the nature of the activity as follows:
 - a. Documentation of the actions the SUBRECIPIENT has carried out with its housing and community development and other resources to remedy or ameliorate any conditions limiting fair housing choice in the Community, and documentation of any other official actions the Community has taken that demonstrate its support for fair housing, such as development of a fair housing analysis described in 24 CFR 570.904(c).
 - b. Data on the extent to which each racial and ethnic group and single headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funding in whole or in part with CDBG funds. Such information shall be used only as a basis for further investigation as to compliance with nondiscrimination requirements. The SUBRECIPIENT is not required by law to attain or

maintain any particular statistical measure by race, ethnicity or gender in covered programs.

- c. Data on employment in each of the SUBRECIPIENT'S operating units funded in whole or in part with CDBG funds, with such data maintained in the categories prescribed on the Equal Employment Opportunity Commission's EEO-4 form; and documentation of any actions undertaken to ensure equal employment opportunities to all persons regardless of race, color, national origin, sex, or handicap in operating units funded in whole or in part under this part.
- d. Data indicating the race and ethnicity of households (and gender of single head of households) displaced as a result of CDBG-funded activities, together with the address and census tract of the housing units to which each displaced household relocated. Such information shall be used only as a basis for further investigation as to compliance with nondiscrimination requirements. The SUBRECIPIENT is not required by law to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.
- e. Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of \$10,000 or more paid, or to be paid with CDBG funds, data indicating which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of SUBRECIPIENT'S affirmative steps to ensure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontract as sources of supplies, equipment, constructions, and services. Such affirmative steps may include, but are not limited to, technical assistance open to all businesses but designed to enhance opportunities for these enterprises and special outreach efforts to inform them of contract opportunities. Such steps shall not include preferring any business in the award of any contract or subcontract solely or in part on the basis of race or gender.
- f. Documentation of the affirmative action measures the SUBRECIPIENT has taken to overcome prior discrimination, where the courts or HUD have found that the SUBRECIPIENT has previously discriminated against persons on the grounds of race, color, national origin, or sex in administering a program or activity funding in whole or in part with CDBG funds.
- g. Section 3 records. For those contracts governed by Section 3, the following documentation will be required from the SUBRECIPIENT and/or its Agent to evaluate compliance with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended and the HUD regulations issued pursuant thereto in 24 CFR Part 135:
 - 1) Project description, location, total funding limit and the period of performance.

- 2) A summary table identifying the number and category types of the Section 3 residents and business concerns employed/trained on the project. The summary should also include the total amount of funds expended on payroll for Section 3 employment and/ or the amount of the Section 3 business concern's subcontract.
 - 3) If the numerical goals defined by the COUNTY cannot be met, documentation showing why it was not feasible to meet the established goals or impediments encountered despite action taken must be provided.
 - 4) Documentation regarding other economic opportunities provided such as: (a) other training and employment related opportunities such as "upward mobility", "bridge" and trainee positions to fill vacancies, hiring Section 3 residents within other housing developments and, hiring in part time position; (b) other business related economic opportunities such as to establish, stabilize or expand Section 3 business concerns will also be considered in evaluating compliance.
8. Financial Records. Financial records, in accordance with the applicable requirements listed in 24 CFR 570.502.
 9. Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart K of the CDBG regulations (ATTACHMENT III – Certification and Other Requirements).

ATTACHMENT V – REQUEST FOR FUNDS REIMBURSEMENT REPORT

The Request for Funds Reimbursement Form is due to the COUNTY by the 10th day of each month for the preceding month, regardless of the activity level or costs incurred until the Agreement is closed. The Request for Funds Reimbursement Form is a monthly submittal requirement for all SUBRECIPIENTS and/or their Agents. It is made up of five sections: Section I - Request for Monthly Reimbursement and Expense Summary Form, Section II A – CDBG Capital Project Status Report, Section II B - CDBG Public Service Status Report, Section III - LMI Clientele Status Report, Section IV - CDBG Plan of Action.

- The Section I – Request for Monthly Funds Reimbursement and Expense Summary Form must include reporting fair housing activities completed at least once per quarter.
- Section II A – CDBG Capital Project Status Report must be submitted for the following activities: Central Park I (Fleming Ave)- New Playground.
- Section II B – Public Service Status Report must be submitted for the following activity: Hope Place Public Service.
- Section III – LMI CDBG Clientele Status Report must be submitted for the following activity: Hope Place Public Service.
- Section IV - Plan of Action must be submitted for the following activities: Central Park I (Fleming Ave)- New Playground.

Requesting reimbursement:

Reimbursement requests and related backup documentation received from the SUBRECIPIENT will be reviewed by the COUNTY to determine if the requirements for a proper invoice are met. If the received request is not a proper invoice, it will be rejected and the SUBRECIPIENT will be notified that the request is improper and indicate what corrective action is needed for resubmission. If the received request is a proper invoice it will be processed and paid in accordance with the Florida Prompt Payment Act, as applicable

A proper invoice for reimbursement will:

- Include only expenses that are allowable, eligible and procured in accordance with the program requirements.
- Include only expenses that are allocable to projects within this agreement.
- Include proof of payment by the SUBRECIPIENT.
- Include an invoice for the work, if applicable. The invoice must state when the work was completed and the name of the contractor that completed the work.
- Be in compliance with all Davis-Bacon Fair Labor Standard requirements if construction work was completed by a contractor. If applicable, the COUNTY must have all necessary employee interviews and approved certified payroll reports from all related contractors and subcontractors for the dates being invoiced.
- Be in compliance with all Section III and M/WBE reporting requirements.
- Will include backup documentation to demonstrate that expenses for work completed by employees of the SUBRECIPIENT are allocable to the project, if applicable. Documents to demonstrate employee expenses may include payroll records, signed timesheets, and evidence of costs of employment.

SECTION I**FY 2020/21 Request For Monthly Reimbursement and Expense Summary Form**Subrecipient Name: City of Ormond Beach Funding Source: CDBG

Subrecipient Address: _____ Telephone Number: _____

City: _____ State: _____ Zip: _____

Month of Report - this is the month that is being reported on:
 (the report must be submitted by the 10th day of the following month) _____

CDBG Contact Person: _____ Telephone: _____

Reimbursement Funds Requested for this Period: _____ Final Request: ☐ Yes ☐ No**To Be Completed by Subrecipient**

DESCRIPTION OF ACTIVITY	BUDGET	EXPENSES THIS MONTH	EXPENSES TO-DATE	AVAILABLE BALANCE
Central Park I (Fleming Ave)- New Playground: Be responsible for installation of new playground equipment for children ages 5-12 which will replace old equipment installed in the 1990's. The new playground equipment will include benches, poured in place rubber surfacing, concrete curbing around the edge and a new 5' sidewalk connection to the existing sidewalk.	\$129,804			
Hope Place Public Service: Be responsible for operating costs for Hope Place. Hope Place is a shelter for homeless families and unaccompanied students. Funds will be used for the salary and benefits to hire an Unaccompanied Youth House Manager who will be provided with room and board so that they are readily available to mentor the youth and respond to their needs as quickly as possible.	\$22,906			
Total	\$152,710			

AMENDMENT JOURNAL

Fair Housing Activities Description:
 (fair housing activities must be reported at least every quarter)

Agency Authorized Signature:
 (This form is for reproduction or copying by Recipient)

Request Date:
 (actual date signed)

Print Name of Agency Authorized Signature: _____**Volusia County Community Assistance Use Only**

Prepared By:		Date		Capital Project Reviewed By:		Date	
Approved By:							Date
Account #				IDIS #		Funds Requested	

SECTION II A – CDBG Capital Project Status Report FY 2020/21

Subrecipient: City of Ormond Beach

Project Name: Central Park I (Fleming Ave)- New Playground

Month of Report - this is the month that is being reported on: (the report must be submitted by the 10th day of the following month): _____

1. CDBG allocation _____ Project budget _____ Actual award (if known) _____

Please describe any changes to project costs/award:

2. Are reimbursements being requested for this activity?

If yes, answer questions 3-8. If no, continue to question 9.

3. What is the amount being requested? _____

4. What timeframe did the original expenses occur? From _____ To _____

5. What timeframe did City of Ormond Beach pay expenses? From _____ To _____

6. Is backup documentation included to support expenses? ☐ Yes ☐ No

7. Has backup documentation been reviewed by the City of Ormond Beach CDBG Contact? ☐ Yes ☐ No

8. Have the calculations been reviewed by the City of Ormond Beach CDBG contact? ☐ Yes ☐ No

9. Estimated project/activity completion date: _____

10. Percent of project/activity completed to date: _____

11. Method of procurement identified in application (i.e., formal sealed bid, written quote...): _____

Is this still applicable: ☐ Yes ☐ No

If not, describe changes and/or proposed procurement method:

12. Have any project dates changed by more than 60 days since the last Plan of Action was approved? ☐ Yes ☐ No

13. Has a new subrecipient agreement amendment Plan of Action been submitted? ☐ Yes ☐ No

14. Describe specific work tasks and quantified accomplishments completed this month:

15. Describe specific work tasks and quantified accomplishments for upcoming month (detailed narrative required every month):

SECTION II B – CDBG Public Service Status Report FY 2020/21

Subrecipient: City of Ormond Beach

Project Name: Hope Place Public Service

Month of Report - this is the month that the subrecipient expended funds: (the report must be submitted by the 10th day of the following month):

1. CDBG allocation _____ Project budget _____

Please describe any changes to project costs/award:

2. Are reimbursements being requested for this activity?

If yes, answer questions 3-8. If no, continue to question 9.

3. What is the amount being requested?

4. What timeframe did the original expenses occur? From _____ To _____

5. What timeframe did City of Ormond Beach pay expenses? From _____ To _____

6. Is backup documentation included to support expenses? ☐ Yes ☐ No

7. Has backup documentation been reviewed by the City of Ormond Beach CDBG Contact? ☐ Yes ☐ No

8. Have the calculations been reviewed by the City of Ormond Beach CDBG contact? ☐ Yes ☐ No

9. Is a Clientele Status Report included? ☐ Yes ☐ No

10. Estimated project/activity completion date:

11. Percent of project/activity completed to date:

12. Describe specific work tasks and quantified accomplishments completed this month:

13. Describe specific work tasks and quantified accomplishments for upcoming month (detailed narrative required every month):

SECTION III -- LMI CDBG Clientele Status Report FY 2020/21

Subrecipient City of Ormond Beach **Activity Name** Hope Place Public Service

Timeframe Covered by this Report From _____ To _____

Final Report? ☐ Yes ☐ No

COMPLETE THE FOLLOWING TWO (2) TABLES FOR PERSONS SERVED BY THE ACTIVITY DURING THE REIMBURSEMENT PERIOD.

Total Number of Persons Assisted this month

TABLE I: Participant Racial and Ethnic Characteristics:
(Please be as specific as possible in reporting this section)

Racial and Ethnic Characteristics	Month	CDBG Program to Date	Hispanic Month	Hispanic to Date
White				
Black/African American				
Asian				
American Indian/Alaskan Native				
Native Hawaiian/Other Pacific Islander				
American Indian/Alaskan Native & White				
Asian & White				
Black/African American & White				
American Indian/Alaskan Native & Black/African Am.				
Other Multi Racial				
TOTAL PERSONS				

PLEASE NOTE: The Total Number Served is to be an **unduplicated count** of persons served during the reporting period.

TABLE II: Participant Income Level

Income Level	Month	Year to Date
Extremely Low-Income Persons		
Low-Income Persons		
Moderate-Income Persons		
TOTAL PERSONS		

LMI CDBG Clientele Status Report INSTRUCTIONS

TABLE I: Provide the total number of persons assisted by the activity during the reporting month and year to date for each applicable category of Racial and Ethnic groups. Use the category that most closely reflects an individual's recognition in his/her community for purposes of reporting a person of mixed racial and/or ethnic origins. Monthly counts and year to date counts should be an actual unduplicated number, not an estimate. Please make sure that these numbers equal the total number of individuals served. Below are guidelines for this section:

White: A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

Black or African American: A person having origins in any of the black racial groups of Africa. Terms such as 'Haitian' or 'Negro' can be used in addition to 'Black or African American'.

Asian: A person having origins in any of the original peoples of the Far East, Southeast Asia or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korean, Malaysia, Pakistan, the Philippine Island, Thailand, and Vietnam.

American Indian/Alaskan Native: A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliations or community attachment.

Native Hawaiian or Other Pacific Islander: A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

American Indian/Alaskan Native & White: A person having origins of both of the above-mentioned characteristics.

Asian & White: A person having origins of both of the above-mentioned characteristics.

Black/African American & White: A person having origins of both of the above-mentioned characteristics.

American Indian/Alaskan Native & Black African American: A person having origins of both of the above-mentioned characteristics.

TABLE II: Income Level Definitions:

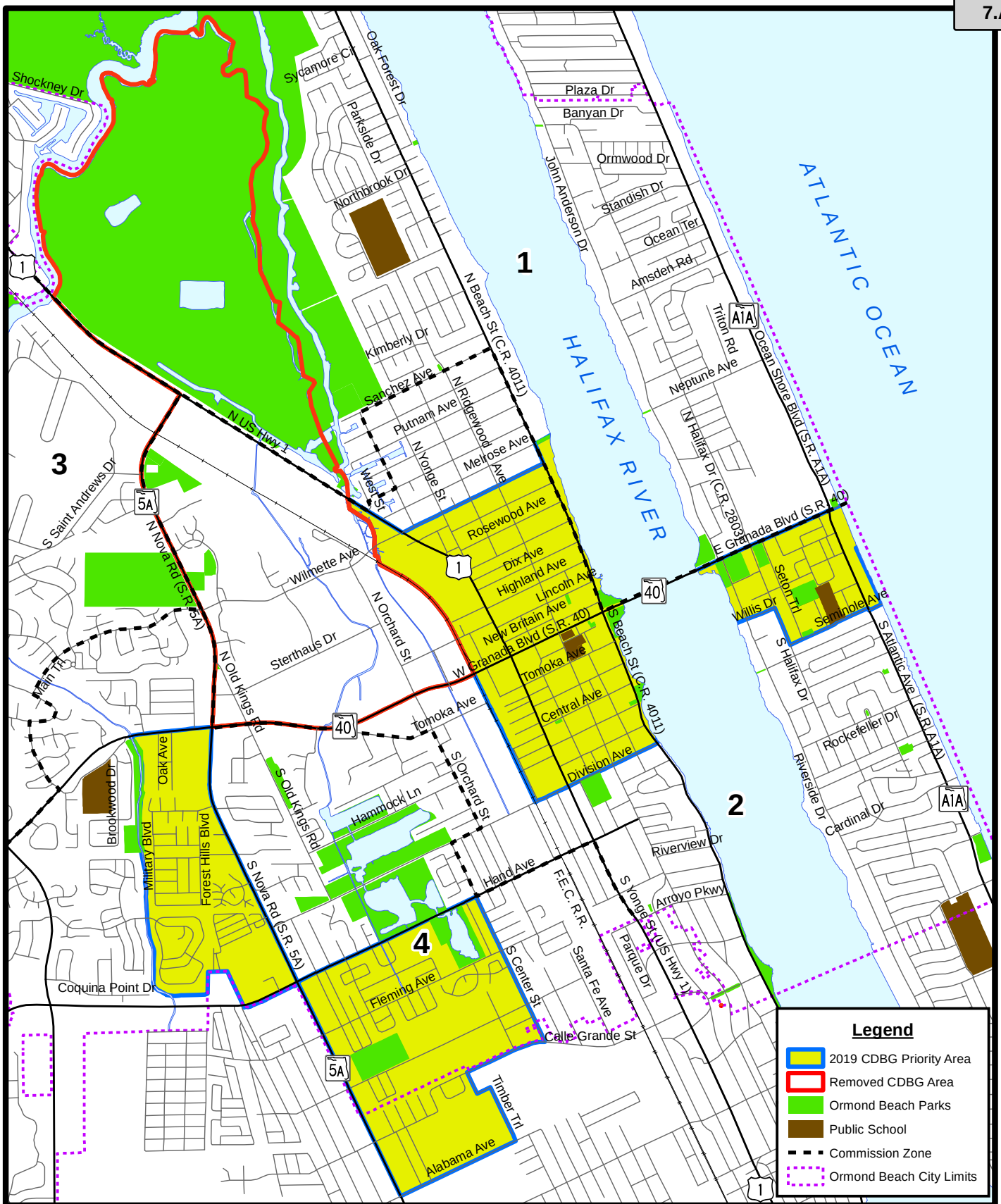
Extremely Low Income Person: Member of a family that has an income equal to or less than the Section 8 limits for 30% of Median income established by HUD for the Deltona-Daytona Beach – Ormond Beach MSA.

Low-Income Person: Member of a family that has an income equal to or less than the Section 8 Very Low-income limits established by HUD for the Deltona-Daytona Beach – Ormond Beach MSA.

Moderate-Income Person: Member of a family that has an income equal to or less than the Section 8 Low-income limit and greater than the Section 8 Very-Low income limit established by HUD for the Deltona-Daytona Beach – Ormond Beach MSA.

Section IV - CDBG Plan of Action FY 2020/21

Subrecipient	City of Ormond Beach			
Project Name	Central Park I (Fleming Ave.)- New Playground			
Is project being implemented by forced labor (employees of the Subrecipient)?				☐ Yes ☐ No
Milestones	Originally Submitted Date	Amended Date (if applicable)	Actual Date	Notes (indicate most recent estimate)
Authorization to Proceed Received				
Technical Design & Procurement Documents, Municipality Approved				
Complete Solicitation Package Submitted to Volusia County				
Solicitation Package Approved by Volusia County				
Solicitation Advertised				
Pre-Bid Meeting				
Bid Opening				
Contract Award				
Pre-Construction Meeting				
Issue Notice to Proceed				
Project Start Date				
Project Completed				
All Reimbursement Requests Submitted to Volusia County				



CDBG PRIORITY AREA MAP

Prepared By: The City of Ormond Beach
G.I.S. Department - February 21, 2019





CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Colby J Cilento, City Clerk

Date: February 2, 2021

Subject: Historic Landmark Preservation Board Appointment

Commission Goal: N/A

Introduction

This is a request to approve a resolution to appoint a member to the Historic Landmark Preservation Board.

Background

Pursuant to Section 1-17, of Chapter 1, Article II, of the Land Development Code, the Historic Landmark Preservation Board consists of nine (9) members; one nominated by each member of the Commission, two Commission At-Large appointments, an appointment by the Ormond Beach Historical Society, and an appointment by the Casements Guild. Mr. Handwerker was recently appointed as a nominee of Commissioner Persis for a two-year term. He resigned from the board in January 2021, creating a vacancy for the remainder of his term through January 2023. Commissioner Persis has nominated Caley Hayes as the Zone 3 appointment to complete the term recently vacated by Mr. Handwerker.

Citizen Impact

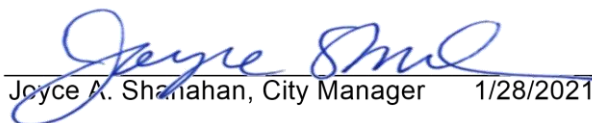
This appointment will ensure the Historic Landmark Preservation Board is at full membership, which is beneficial to the residents of Ormond Beach.

Recommendation

It is recommended that the City Commission approve Caley Hayes as a member of the Historic Landmark Preservation Board to complete the vacated term.

Attachments:

- 21-42 Historic Landmark Preservation Bd appointment (PDF)
- Caley Hayes (HLPB) Application (PDF)

REVIEWED BY:
Kelly McGuire, Finance Director 1/25/2021
Claire Whitley, Assistant City Manager 1/27/2021**APPROVED BY:**
Joyce A. Shanahan, City Manager 1/28/2021

RESOLUTION NO. 2021-42

A RESOLUTION APPOINTING A MEMBER TO SERVE ON THE HISTORIC LANDMARK PRESERVATION BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Caley Hayes is hereby appointed to serve as a member of the Historic Landmark Preservation Board, as the appointee of the Zone Three City Commissioner to complete the two-year term of Steven Handwerker, whose term expires January 2, 2023.

SECTION TWO. The said appointee shall serve without compensation for such service in accordance with Article VI, Chapter 2, of the City of Ormond Beach *Code of Ordinances*, and Section 1-17 of the *Land Development Code*.

SECTION THREE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 2nd day of February, 2021.

BILL PARTINGTON
Mayor

ATTEST:

COLBY CILENTO
City Clerk

Advisory Board Interest Application

Caley Hayes

Historic Landmark Preservation Board

Print**Advisory Board Interest Application - Submission #2217****Date Submitted: 7/30/2019****Please select the advisory board(s) for which you wish to be considered:***

- | | | | |
|---|--|---|--|
| ☐ Aviation Advisory Board | ☐ Citizens' Law Enforcement Advisory Board | ☐ Human Resources Board | ☐ Neighborhood Improvement Advisory Board |
| ☐ Board of Adjustment and Appeals* | ☐ General Employees' Pension Fund* | ☐ Leisure Services Advisory Board | ☐ Planning Board* |
| ☐ Budget Advisory Board | ☒ Historic Landmark Preservation Board | ☐ Municipal Firefighters' Pension Trust Fund* | ☐ Public Works Advisory Board |
| ☐ Brownfield Advisory Board | ☐ Housing Authority | ☐ Municipal Police Officers' Pension Trust Fund* | ☐ Quality of Life Advisory Board |

ALL ADVISORY BOARDS ARE SUBJECT TO THE "SUNSHINE LAW." Advisory board members are required to be residents of the City of Ormond Beach, and are required to meet attendance requirements.

**Members of these advisory boards are required to file a financial disclosure form within 30 days of appointment to the board.*

PERSONAL:**First Name:***

Caley

Last Name:*

Hayes

Email Address:*

actorcaleyhayes@gmail.com

Home Address:*

32 Lakebluff Drive

City:*

Ormond Beach

State:*

Florida

Zip:*

32174

Personal Phone:*

3868469248

Work Address:

48 West Granada Blvd.

City:

Ormond Beach

State:

Florida

Zip:

32174

Work Phone:

3868469248

Present Occupation:

Ormond Garage

How long have you been a resident of Ormond Beach:*

30 Years (Born & Raised)

How long have you lived in Volusia County:*

30 Years

Are you currently serving on a City advisory board?*☐ Yes☒ No**Have you ever served on a City advisory board?***☐ Yes☒ No**If yes, which board(s)?****EDUCATION:**

High School:**Date Graduated:**

Seabreeze High School

2007

College:**Date Graduated:**

Daytona State

Degree:

Broadcasting

Other Training:

Trained as a SAG-AFTRA (Screen Actors Guild) Actress while living in Los Angeles for 6 years and New York, also was a registered TV and Film Agent, I am also certified in Floral & Event Design.

EXPERIENCE:**Company/Employer and type of business or area of experience:***

Current: Rachael Kasie Design, LLC.

Event Design and Execution including Floral and Decor for events state wide.

Company/Employer and type of business or area of experience:*

Current: Historical Ormond Garage

Assisting in the opening of the Ormond Garage Brewery, as Event Coordinator and Personnel.

Company/Employer and type of business or area of experience:*

Creative Management Group, Daytona Beach.

Booking Manager for NASCAR, Bike Week, and a variety of National Events.

COMMUNITY INVOLVEMENT:

Please list civic, religious, fraternal, etc., affiliations (include organization name, activity, and dates):*

Attended St. Brendan's for 10 years, now active in Tomoka Christian Church.

My Grandfather was Bud Pike, (Dr. Charles O. Pike/Andrea Pike) founder of the Volusia Region of the Antique Automotive Club of America, I have been raised around the Turkey Rod Run, Gas Light Parade assisting in judging of the cars, car show executions, I have led the gas light parade in my 1929 Model A fire truck, known to the city as CALEYVILLE Fire Truck No. 4 since I was 4 years old, nearly every year.

I'm an active member of the Crankin A's Model A club which my grandfather founded, helping to preserve the history of Ormond Beach as the Birthplace of Speed

INTEREST:**Please provide a brief statement concerning your interest in advisory boards and your willingness to serve as a member. ***

I am hoping to serve as a member for the Historical Preservation of our town. I have been raised around the Birthplace of Speed my entire life and after 30 years I would love to continue on what my Grandfather worked so hard to preserve. I feel as the next generation to lead our town, it is my duty to be the voice for the younger generation to peak interest and knowledge into why our town is so important in history. I own many Model A's and Model T's, a few showcased in the Ormond Garage now.

AVAILABILITY:**When would you be available for meetings:***

- ☒ Mornings
- ☒ Afternoons
- ☒ Evenings
- ☒ Weekends

Notes regarding availability:

With notice I have full availability

CONFLICTS OF INTEREST:**Can you think of any situation that might constitute a conflict of interest if you are selected to serve on an advisory board on which you may be interested in serving?***

No

REFERENCES:**Please list three business or personal references:****First Name:**

Kevin (Current Boss)

Last Name:

Wakefield

Occupation:

Part Owner of Ormond Garage

Personal Phone:

3862959555

Work Phone:

Address:

First Name:

Hope

Last Name:

Sarzier

Occupation:

Marketing Manager of the City of Daytona Beach

Personal Phone:

3864143376

Work Phone:

Address:

First Name:

Rachael

Last Name:

Rollins

Occupation:

Owner of Rachael Kasie Designs, LLC. (Current Boss)

Personal Phone:

3863078333

Work Phone:

Address:

If you have questions concerning the duties and responsibilities of any of the advisory boards, please contact the City Clerk at 386-676-3297.



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Brian Rademacher, Economic Development Director

Date: February 2, 2021

Subject: Work Authorization - Taxiway Bravo Rehabilitation (Design)

Commission Goal: N/A

Introduction

This is a resolution to authorize execution of a work authorization for Hoyle, Tanner and Associates (HTA) to commence the design phase of the Taxiway Bravo Rehabilitation Project at the Ormond Beach Municipal Airport.

Background

The City submitted to the Federal Aviation Administration (FAA) a Fiscal Year (FY) 2020 Airport Improvement Program (AIP) grant pre-application on November 14, 2019. The pre-application served as notice to the FAA of the City's intention to submit a formal grant application in 2020 to request federal funding assistance for a project to design the rehabilitation of Taxiways Bravo and Delta at the airport. The City submitted a formal grant application for this design project on May 6, 2020. On August 4, 2020, the FAA issued a grant offer to the City to fund the design of only the Taxiway Delta rehabilitation project as AIP Grant Number OMN-SOG-3-12-0059-023-2020. The City Commission approved execution of this grant via Resolution No. 2020-118. The Taxiway Bravo and Delta rehabilitation projects are part of the near-term capital improvement plan (CIP) for the airport included in the Airport Master Plan Update that was approved by the City Commission in 2015. The project is also included in the City's approved CIP.

Discussion

This project will produce the necessary design, permitting, and bid documents required to mill and overlay the pavement of Taxiway Bravo and also rehabilitate the Medium Intensity Taxiway Lighting System (MITLS) for the taxiway. According to the most recent Statewide Airfield Pavement Management Program report for the airport, Taxiway Bravo exhibits large quantities of medium severity block cracking along with longitudinal and transverse cracking. These medium severity distresses were accompanied with low

severity longitudinal and transverse cracking, raveling, swelling and patching. The pavement management report indicates that Taxiway Bravo has a pavement condition rating (PCI) of 37, whereas the Florida Department of Transportation (FDOT) Minimum Service Level rating is 65. As a result, the report gives Taxiway Bravo an average condition of “very poor.” Rehabilitation of Taxiway Bravo will restore the pavement to an acceptable service level.

Taxiway Bravo intersects with Taxiway Delta and as such has a high level of service and criticality to operations in the southeast quadrant of the airport, because it is one of the primary ingress and egress routes for aircraft taxiing to and from the airport’s runways. Prompt completion of the design phase of the Taxiway Bravo project is necessary so that the rehabilitation effort for Taxiway Bravo may be conducted at the same time as that planned for Taxiway Delta, otherwise the result will be a 2,056 square yard PCI 37 corridor between the brand-new PCI 100 Taxiway Delta pavement and the PCI 94 Taxiway Alpha pavement, which could pose a hazard to taxiing aircraft. It is therefore prudent, both fiscally and operationally, to accomplish both rehabilitations under a single mobilization.

Citizen Impact

The Taxiway Bravo rehabilitation design project pertains specifically to current and planned airport operations, and will have no impact upon the City’s general population.

Budget Impact

The total cost of this design project is \$68,260. Under the Coronavirus Aid, Relief, and Economic Security (CARES) Act, the City has been provided with Grant 3-12-0059-024-2020 by the Federal Aviation Administration in the amount of \$69,000, which may be used to fund this project. This CARES Act grant was approved for execution by the City Commission via Resolution No. 2020-57. The maximum obligation from the Airport Fund for the Taxiway Bravo design project will be \$6,826.

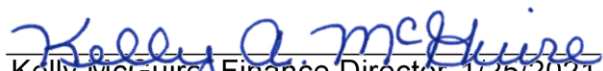
Recommendation

Staff recommends that the City Commission authorize execution of the proposed work authorization to commence the design phase of the Taxiway Bravo Rehabilitation Project.

Attachments:

- 21-43 Taxiway Bravo - Work Auth (P20-0216G) (PDF)
- Work Authorization - Taxiway Bravo Rehab - Design (PDF)
- Taxiways Bravo and Delta Illustration (PDF)
- Taxiway Bravo Illustration (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 1/25/2021


Claire Whitley, Assistant City Manager 1/25/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 1/28/2021

RESOLUTION NO. 2021-43

A RESOLUTION AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION WITH HOYLE, TANNER AND ASSOCIATES REGARDING DESIGN SERVICES FOR THE TAXIWAY BRAVO REHABILITATION PROJECT FOR THE ORMOND BEACH MUNICIPAL AIRPORT; AUTHORIZING PAYMENT THEREFORE; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, pursuant to the Continuing Contract for Engineering/Architectural Services for Airport Facilities between the City and Hoyle, Tanner & Associates, Inc., the appropriate City staff members have negotiated with Hoyle, Tanner & Associates, Inc. to provide design services for the Taxiway Delta Rehabilitation Project for the Ormond Beach Municipal Airport as described on the attached Work Authorization at a cost of \$68,260.00, and

WHEREAS, the FAA will provide grant funds in the amount of \$69,000.00, representing one-hundred percent (100%) of the cost for this Project, now therefore,

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute a Work Authorization between the City and Hoyle, Tanner and Associates, to provide design services for the Project at the said price, and to pay the cost using FAA grant funds. A copy of the Work Authorization is attached hereto and incorporated herein by reference.

SECTION TWO. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 2nd day of February, 2021.

BILL PARTINGTON
Mayor

ATTEST:

COLBY J. CILENTO
City Clerk

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Continuing Contract dated March 20, 2017 between the City of Ormond Beach, Florida, and Hoyle, Tanner and Associates, Inc., the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Titles: Airport Reconstruct Taxiway B - Design

Project Descriptions: Design and bidding services to mill and overlay the pavement of Taxiway B, as well as rehabilitation of the Medium Intensity Taxiway Light System (MITLS), as detailed in the attached Scope of Services and Fee Schedule.

Estimated Project Construction Cost: \$362,000

Schedule of Payments and Fee Basis

<u>Required Work Task</u>	<u>Fee Basis</u>	<u>Fee</u>
Preliminary Design	Fixed Fee	\$3,760.00
Final Design	Fixed Fee	\$44,500.00
Airfield Electrical Design	Fixed Fee	\$11,000.00
Bidding	Fixed Fee	\$2,000.00
Land Survey	Fixed Fee	\$4,500.00
Geotechnical Testing	Fixed Fee	\$2,500.00

Total Fee Authorized: **Not to Exceed** **\$68,260.00**

Funding Source: Airport Fund (108)

Estimated Time for Completion: Design - 120 Days from Authorization to Proceed

AUTHORIZED:
CITY OF ORMOND BEACH

ACCEPTED:
HOYLE TANNER & ASSOCIATES, INC.

By: _____
Bill Partington
Mayor

By: _____
Douglas N. Norman
Senior Vice President

Date: _____

Date: _____

By: _____
Joyce A. Shanahan
City Manager

Date: _____

I. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract transfer, at no cost to the City, all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

COLBY J. CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3331
COLBY.CILENTO@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

II. VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
3. In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.



95 E. Mitchell Hammock Road
Suite 200
Oviedo, Florida 32765
407-380-1919
www.hoyletanner.com

TAXIWAY BRAVO REHABILITATION

SCOPE OF SERVICES - DESIGN ENGINEERING

The following parties are referred to hereafter: SPONSOR (SPONSOR - City of Ormond Beach); CONSULTANT/ENGINEER (SPONSOR's CONSULTANT – Hoyle, Tanner & Associates, Inc.); FAA (Federal Aviation Administration); FDOT (Florida Department of Transportation);

Design Engineering Services for the project include comprehensive engineering preliminary-design and final design phases to provide a set of construction plans, contract documents, technical specifications, and engineer's report; bidding phase, land survey, and geo-technical testing.

I. PROJECT DESCRIPTION

The work can generally be described as below, hereinafter called the PROJECT, and will consist of the level of effort required for the CONSULTANT's design services of the following primary project elements.

1. Rehabilitate Taxiway Bravo

The design will include the rehabilitation of approximately 520 lf of asphaltic taxiway surface at a width of 35 feet. The rehabilitation of the pavement is justified in the 2017 FDOT Pavement Report which listed a PCI of 37 which places the pavement in a "poor condition". The existing pavement structure will be evaluated and the new design prepared to meet the demand of the airport fleet mix. Reconstruction methodology is assumed to include a milling of the existing asphaltic surface and the application of a minimum 4" of asphalt surface course.

2. Rehabilitate Medium Intensity Taxiway Light System (MITLS) on Taxiway Bravo.

The existing lighting system is over 20 years old and in need of replacement. A new base can and conduit system will be designed to house the new electrical circuit. A new homerun circuit will be designed for power connections in the new vault. New elevated LED lights and fixtures will be designed for replacement.

II. PROJECT SERVICES

The PROJECT Services are divided into Basic Services and Special Services. Basic Services are identified in Section III, and are sub-divided into four (4) phases as follows:

1. Preliminary Design Phase
2. Final Design Phase
3. Airfield Electrical Design
4. Bidding Phase

Special Services are identified in Section IV and are sub-divided into two (2) phases as follows:

1. Land Survey
2. Geotechnical Testing

Additional Services are identified in Section V, and include services not specifically performed in this TASK ORDER, due to circumstances that may arise and which are beyond the control of the CONSULTANT, or due to the SPONSOR wishing to contract these services directly OR perform the services in-house, or services which are not necessary to complete the intended work.

III. BASIC SERVICES

1. Preliminary Design Phase Services
 - a. Project Initiation/Coordination: Review record drawings, interview CITY staff, visit the site and conduct a field analysis of the existing conditions pertinent to the PROJECT; prepare for and attend one kick-off meeting with CITY, FDOT and others as deemed appropriate by the CITY; review scope of work and schedule; establish billing and reporting procedures; establish lines of communication, etc.
 - b. Preliminary Investigation: Give requirements of the pre-design geotechnical investigation, topographic survey requirements, existing drainage conditions, existing electrical, and water and sanitary lines to the CITY.
 - c. Analyze Existing Data: Analyze geotechnical exploration test results and soils and materials test data to develop new pavement design sections and construction methodologies. Evaluate and determine suitability of existing subgrade materials for use as a foundation for the new pavement structure. Evaluate the existing topographical features.
 - d. Define Pavement Design Parameters: Review the adopted Master Plan, Airport Layout Plan and the geotechnical exploration report for this PROJECT and summarize the design parameters. Coordinate the results with the CITY.
 - e. Develop Pavement Design: Based on existing soils and materials conditions and

consideration of the loading of the design vehicle, assess most technically and economically appropriate alternatives. A preferred alternative shall be selected by the CITY at the conclusion of the predesign conference.

- f. Coordinate Project Layout & Preliminary Phasing Plans: Prepare project layout and phasing plans on base map at appropriate scale showing location of work and project construction limits and identify all pertinent existing facilities both within and immediately adjacent to construction limits as appropriate for referencing construction project layout. Include location of contractor haul routes, construction staging area, materials storage area, waste disposal area, location of barricades, flagmen, restricted areas, plus any other applicable notes to contractor concerning required phasing and staging during construction. Discuss and coordinate the plans with CITY and FDOT at the predesign conference.
- g. Predesign Conference: Prepare for (submit 2 sets of drawings and preliminary construction cost estimates) and conduct one predesign conference in conjunction with CITY staff, FDOT, and others to outline the project and answer questions from interested parties. The ENGINEER will prepare minutes of the predesign conference.

2. Final Design Phase Services

- a. Coordination of the Results of the Predesign Conference: Review the predesign conference comments with the design team and coordinate necessary action with the CITY.
- b. Finalize Plans: Complete plan set to include, at minimum:

Cover Sheet (1)
 Bid Schedule and Summary of Quantities (1)
 General and Safety Notes/Construction Sign and Barricade Details Sheet (2)
 Project Layout Plan, Construction Phasing & Maintenance of Traffic Plan (2)
 Demolition Plan (1)
 Survey Control Plan (2)
 Pavement Coring and Soils Boring Plan (1)
 Typical Sections and Paving Details (2)
 Pavement Geometry Plans (2)
 Grading and Drainage Plans including Erosion Control (2)
 Cross Sections (2)
 Marking and Signage Plan and Details (2)
 Lighting Plans and Details (2)
 Landscaping and Turfing Plan (1)

Estimated total for number of drawings is 23 sheets.

- c. Identify marking required per FAA standards.
- d. Identify Deviations from FAA and FDOT Design Standards: Identify deviations to FAA and FDOT design standards and/or standard specifications and explain advantages and alternates to the CITY. ENGINEER will coordinate CITY approved deviations as necessary.
- e. Prepare General and Special Provisions, Contract and Bid Forms, Technical Specifications: CITY standard front end documents; FAA Standard Specifications, all versions in place or provided at the time of execution of this Professional Services Agreement will be used as a basis in the preparation of the technical specifications for the PROJECT. ENGINEER may make modification(s) to these standards provided the changes are approved by CITY. CITY will be responsible for approving these prior to the coordination of the 90% review to be submitted to FDOT.
- f. Prepare Final ENGINEER's Opinion of Probable Construction Cost
- g. Prepare Engineer's Report which shall be prepared in accordance with the Florida Department of Transportation's (Aviation Office) Guidelines for Plan Development, 1993 edition.
- h. Conduct a 30% Plan Review with CITY.

Submit two (2) sets of 30% blackline plans to the CITY for review. A 30% review meeting will be conducted with the CITY.
- i. Conduct a 60% Plan Review with CITY.

Submit two (2) sets of 60% blueline plans, construction contract documents and Engineer's Report to the CITY for review. A 60% review meeting will be conducted with the CITY.
- j. Conduct a 90% Plan Review with CITY.

Submit two (2) sets of 90% blueline plans, construction contract documents and Engineer's Report to the CITY and FDOT for approval. A 90% review meeting will be conducted with the CITY. Respond to 90% CITY and FDOT written review comments. It is understood that once the CITY and FDOT comments have been satisfactorily addressed, the 90% documents will be revised to incorporate these comments in the 100% documents and will become the Issue For Bid set.
- k. Submit 100% Documents

Print and submit four (4) sets of 100% complete blueline plans and specifications for the CITY to distribute to the FDOT and others.

3. Bidding Phase Services

- a. Bidding Assistance: Assist the CITY in advertising and obtaining bids for the prime contract for construction, materials, equipment and services. The CITY will issue bidding and contract documents to all prospective bidders via an electronic medium of their choice.
- b. Conduct Prebid Conference: Prepare for, attend and conduct one prebid conference in conjunction with CITY staff to outline the project and answer questions from interested contractors. The CITY will prepare the minutes of the prebid conference and distribute to the list of attendees and future plan holders within the bid period.
- c. Respond to Bidder's Inquiries: Prepare addenda as appropriate to interpret, clarify or expand the Bidding Documents within the bid period and, upon approval by the CITY. Provide responses to bidders questions, modify the plans and specifications and coordinate with the CITY for dissemination to plan holders.
- d. Evaluate Bids and Recommend Award: Prepare bid tabulation summary and assist the CITY in evaluating bids or proposals and in assembling contracts for construction, materials, equipment and services. Provide written recommendations to the CITY for the award of construction contract to the lowest responsible bidder.
- e. Prepare Construction Contract: Assist the CITY in preparation of the contract with the successful bidder; coordinate review with the CITY's legal counsel.

4. Airfield Electrical Design

Assess the existing condition of the existing lighting system for Taxiway Bravo. Provide designs for a new circuit and fixtures for the rehabilitated taxiway. Perform design upgrades to regulators and panels as necessary to accommodate the new electrical design.

IV. SPECIAL SERVICES

The services to be rendered by the CONSULTANT included under this Article are defined as Special Services in accordance with FAA AC 150/5100-14C. The following are among the Special Services to be performed by the CONSULTANT or a qualified subconsultant:

1. Land Survey

The CONSULTANT shall retain the services of a qualified sub-consultant to perform a survey which defines the horizontal and vertical limits of all physical features of the existing site that will be altered for the construction of the new facilities included in the PROJECT. The survey will locate all physical features and provide as necessary grades of the existing ground, buildings, sanitary, water, power and telephone distribution utilities, existing airfield cable utilities, and FAA/NOAA facilities providing the basis for the design.

2. Geo-technical Testing

The CONSULTANT will retain a qualified professional geo-technical testing services firm to perform investigations of the existing on-site subsurface soil conditions, in accordance with FAA procedures which will enable the design of the PROJECT in accordance with FAA criteria.

V. ADDITIONAL SERVICES

When required by the SPONSOR in circumstances beyond CONSULTANT's control, CONSULTANT shall furnish or obtain from others, as circumstances may require additional services of the types listed in paragraphs below. These services are not included as part of Basic or Special Services provided under this TASK ORDER. CONSULTANT shall not provide any such Additional Services without written approval from the SPONSOR.

1. Design Phase Services: The following design services are NOT to be performed by the CONSULTANT under this AGREEMENT.
 - a. Development of Regional Impacts (DRI), or Environmental Assessments (EA), or Environmental Impact Statements (EIS).
 - b. Ecological Services pertaining to the actual relocation of an endangered, threatened, or otherwise protected biological species determined to be impacted by the PROJECT.
 - c. Major changes made by the City after the 90% Design Review Meeting. Any changes made by the City after the 100% final plans are submitted, or during Bidding.
 - d. Changes necessary to the Design Documents resulting from errors in work submitted by any Sub-consultant (contracting either directly with the CONSULTANT or with the SPONSOR) which is selected solely by the SPONSOR. This includes, but is not limited to, land survey, geotechnical, architectural, electro-mechanical, HVAC, power electronics, environmental or

others.

2. Bidding Phase Services: The following bidding services are NOT to be performed by the CONSULTANT under this AGREEMENT.
 - a. Services required by any revisions to the design documents during bidding which are made by the SPONSOR or any other agency other than the CONSULTANT.
 - b. Services required for any value engineering effort requested by the SPONSOR or other agency after bids are received during any bid letting.
 - c. Services resulting from re-bidding should the SPONSOR decide to reject all bids, or for any other reasons.

VI. BASIC ASSUMPTIONS

The following is a list of assumptions which forms the basis of CONSULTANT's cost proposal for providing the services for the PROJECT outlined herein. It must be noted that any change to these basic assumptions constitutes a change in the PROJECT scope and may constitute a revision to the fee proposal and corresponding contract addendum.

1. In the absence of other known standards identified herein, all contract documents (front end, technical specifications and construction drawings) will be developed utilizing CONSULTANT'S selected format, which for state and federally funded projects is based on FAA/FDOT standards.
2. All construction drawings will be 36" x 24" and will be created in AutoCAD 2016, and Civil 3D versions or later.
3. Specifications, reports, letters/memorandums, spreadsheets, etc. shall be created in Microsoft Office 365 or later.
4. CONSULTANT's Project Manager and/or Project Engineer, as necessary, will attend a maximum of the number of meetings identified below during the course of design and bidding and award phases. These meetings will be held at the airport or SPONSOR Offices, as necessary, and include:
 - (1) Kickoff Meeting / Pre-design Conference
 - (1) 30% Design Review Meeting
 - (1) 60% Design Review Meeting
 - (1) 90% Design Review Meeting
 - (1) Pre-bid Meeting, as required
 - (1) Bid Opening
5. All data collection efforts requiring CONSULTANT or its subconsultants' personnel to

be within the safety area of the taxiways will be performed during daylight hours with the appropriate taxiways on a safety men working alert pull-back basis unless otherwise directed by the SPONSOR or FAA.

6. All as-built drawings necessary for the development of the base plans for the PROJECT will be compiled by the SPONSOR for incorporation and consideration by the CONSULTANT during the design.
7. The work shall be completed in accordance with the schedule provided during PROJECT initiation but will not be less than six (6) months from the date of the SPONSOR's Notice to Proceed to the CONSULTANT. Failure of the SPONSOR, FAA and/or FDOT or other agency to meet the deliverable dates for provision of review comments may be justification for obtaining schedule and cost extensions.
8. CONSULTANT will transmit design stage review submissions to the SPONSOR and each submission shall be limited to 3 sets (1 set equals the construction plans for 30%, 60%, and contract documents, drawings, technical specifications, and the Engineer's Report for 90% and 100% plans). CONSULTANT will provide draft letters to the SPONSOR for SPONSOR's transmission of these submissions from the SPONSOR to FAA and FDOT. Drawings will be blacklines .
9. All permits required as a result of the PROJECT other than mentioned herein shall be obtained by either the SPONSOR or the successful contractor as appropriate prior to the beginning of the construction of the PROJECT.

VII. SPONSOR'S RESPONSIBILITIES

SPONSOR shall do the following in a timely manner so as not to delay the services of CONSULTANT:

1. Designate a person to act as SPONSOR's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define SPONSOR's policies and decisions with respect to the CONSULTANT's services for the PROJECT.
2. Assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.
3. Furnish to CONSULTANT, as required for performance of CONSULTANT's Basic Services, the following:
 - a. the data prepared by or service of others, including without limitation borings, probings and subsurface explorations, laboratory tests and inspections of pavement samples, materials and equipment;

- b. copy of pertinent utility information;
 - c. property, boundary, easement, right-of-way, topographic and utility surveys;
 - d. other pertinent documents.
4. Furnish to CONSULTANT, all results, reports, data, studies, generated by other consultants retained by the SPONSER in association with this project, and as specified under “Additional Services”.

PROFESSIONAL SERVICES COMPENSATION
FOR
TAXIWAY BRAVO REHABILITATION

FDOT FM No. XXXXXXXXXX
ORMOND BEACH MUNICIPAL AIRPORT
ORMOND BEACH, FLORIDA

HTA

Phase No.	Service Description	Compensation	Method
I. Basic Services			
31	Preliminary Design	\$ 3,760	Lump Sum
41	Final Design	\$ 44,500	Lump Sum
42	Airfield Electrical Design	\$ 11,000	Lump Sum
61	Bidding	\$ 2,000	Lump Sum
SUB-TOTAL Basic Services		\$ 61,260	
II. Special Services			
11	Land Survey	\$ 4,500	Lump Sum
13	Geo-technical Testing	\$ 2,500	Lump Sum
SUB-TOTAL Special Services		\$ 7,000	
GRAND TOTAL All Services		\$ 68,260	

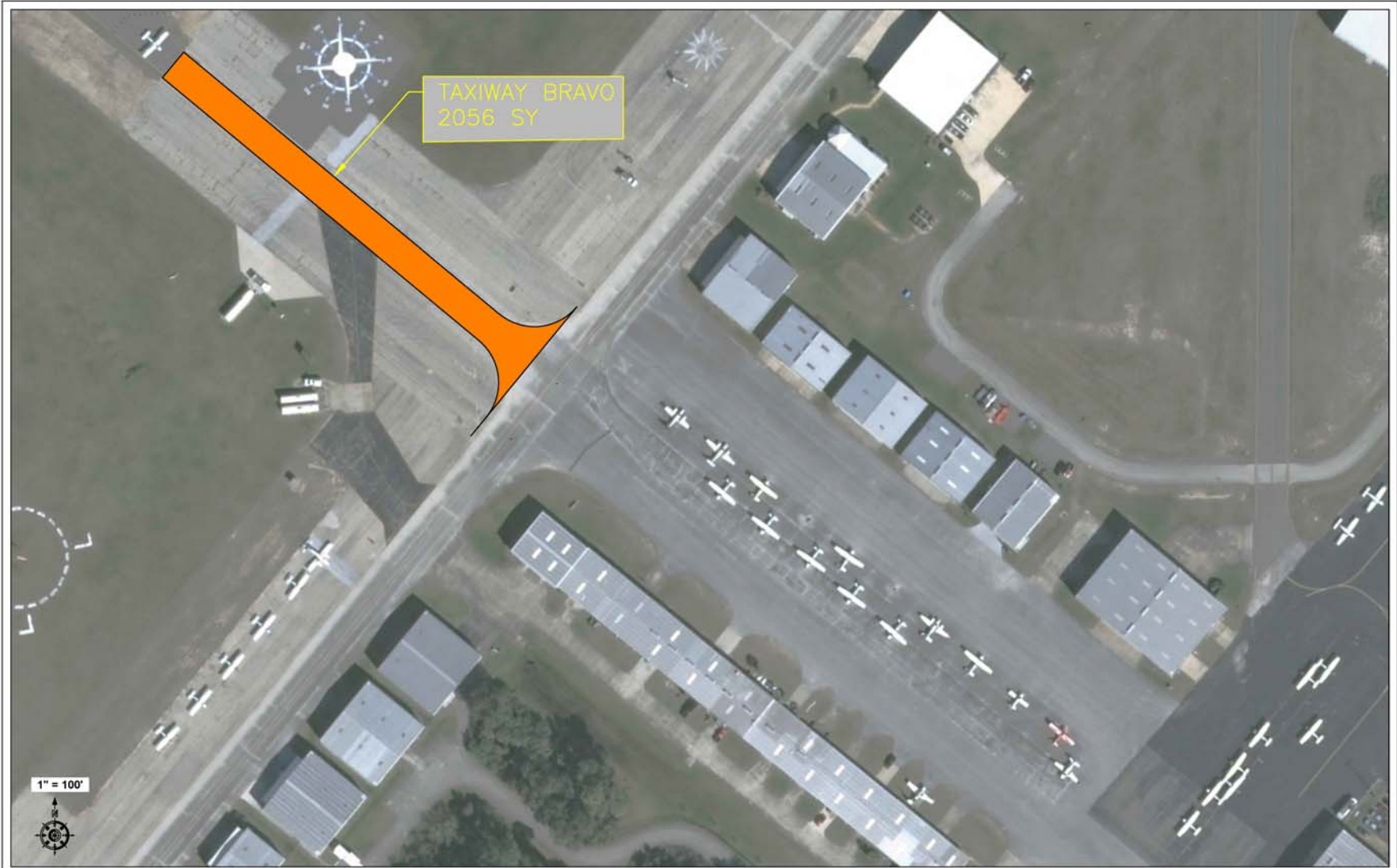
Lump sum fees are fixed and complete, inclusive of all labor, expenses, overhead, general and administrative costs of doing business, and profit.

Taxiway Bravo Rehabilitation (Design Phase)
At Ormond Beach Municipal Airport (OMN)

<u>Proposed Project Schedule:</u>	<u>Dates:</u>
CSPP and Airspace Coordination in iOE/AAA	November 2020
Completion of Plans, Specifications and Engineers Report	March 2021
Submit Plans and Specs to FAA	March 2021
Advertisement of Project for Bids	April 2021
Bid Opening	May 2021
Bid Tabulation and Recommendation to Award Submittal	June 2021
Application Submittal for Construction Grant to FAA Engineer	June 2021

Taxiway Bravo & Taxiway Delta Rehabilitation Projects





Hoyle, Tanner
& Associates, Inc.

Ormond Beach Municipal Airport
Ormond Beach, Florida

Taxiway Bravo Rehabilitation

1



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Shawn Finley, Public Works Director

Date: February 2, 2021

Subject: Invitation to Bid - Facility Hardening

Commission Goal: Public Safety - Other

Introduction

This disposition item provides public notice of the City's intent to issue an invitation to bid for the Facility Hardening Project, Bid Number 2021-12.

Background

Following Hurricane Irma in 2017, the City contracted McKim & Creed, Inc. to submit a grant request to the Federal Emergency Management Agency (FEMA) through their Hazard Mitigation Grant Program (HMGP). The City was awarded this grant for hardening of the exterior windows and doors of five of the City's essential buildings, with final execution of the grant contract occurring in April, 2020.

Discussion

City staff in cooperation with their consultant have prepared bid documents for selection of a contractor to complete the hardening of City facilities proposed in the grant application to FEMA. The proposed Facility Hardening Project consists of:

1. Permitting of the individual windows and doors to be hardened through the building department;
2. Removal of existing exterior non-impact rated windows and doors on the five subject facilities; and
3. Installation of impact rated windows and doors on the five subject facilities.

The five buildings included with this project are City Hall, the Performing Arts Center, the Police Department, the Public Works Buildings, and the Fleet Operations Building. These five facilities were specifically chosen not only to reduce time required for storm preparation, but also for these building's critical nature, operating as critical emergency operation facilities before, during, and immediately following a storm event. These five facilities are all critical to the City's recovery and functionality.

Budget Impact

This project is included in the Fiscal Year (FY) 2020-21, and is partially funded by the HMGP Grant.

The grant provides 75% of the estimated project cost of \$836,204. The remainder of the project cost will be funded by the Fund 301-General Improvement Fund.

Citizen Impact

The completion of this project will allow the City's essential personnel to focus on other storm related preparations prior to impending storms. The use of impact rated windows and doors will enable City staff to continue to operate out of city facilities during and after major emergency events and better provide the resources necessary to the affected citizens. During removal and installation, staff will supervise, and contractors will ensure, that building access integrity is maintained throughout construction.

Recommendation

Unless otherwise directed by the City Commission, City staff intends to publicly advertise this project for competitive bidding.

Attachments:

- Bid Manual (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 1/25/2021


Claire Whitley, Assistant City Manager 1/27/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 1/28/2021

Facility Hardening

Bid No. 2021-12



City of Ormond Beach

Project Manual

PREPARED BY:

ENGINEERING DIVISION OF PUBLIC WORKS

22 South Beach Street
Ormond Beach, Florida 32174

Facility Hardening
Ormond Beach, Florida

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FACILITY HARDENING

Ormond Beach, Florida

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SECTION 00030
ADVERTISEMENT FOR BIDS

Sealed bids for furnishing all labor, materials and equipment necessary for constructing the Facility Hardening, **Bid No. 2021-12** for the City of Ormond Beach, Florida, will be received at the Office of the Purchasing Coordinator, City Hall, Ormond Beach, Florida, until **March 11th, 2021, at 2:00 PM**, at which time bids will be opened and publicly read aloud in the Training Room located in the breezeway between City Hall and the Public Library. Bids received after the above time and date will be returned unopened.

The work consists of: Installation of new hurricane impact rated windows and doors on five (5) facilities within the City (Ormond Beach City Hall, Police Department, Fleet Operations, Public Works, and The Performing Arts Center). The work is shown on the Drawings and specified in the Project Manual. The project Drawings, Specifications and related Bidding documents are available on-line at **www.demandstar.com**, or by calling DemandStar at (206) 940-0305. If you have difficulty obtaining these documents, please contact the City's purchasing office at (386) 676-3223.

A **pre-bid conference** to discuss the details and requirements of the contract will be held on **February 24th, 2021 at 11:00 AM**, in the Training Room at City Hall. All prospective bidders are strongly encouraged to attend. The deadline for submitting questions is **March 4th, 2021 at 5:00pm**.

END OF SECTION

SECTION 00100 INSTRUCTION TO BIDDERS

00101. Defined Terms

Terms used in these Instructions to Bidders are defined in the General Conditions of the Construction Contract and have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

The OWNER for this project is:

The City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

The ENGINEER for this project is:

The City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

00102. Copies of Bidding Documents

2.1 The City uses the services of DemandStar (www.demandstar.com) to advertise/distribute its bids and RFP's via the internet.

2.2 Complete sets of the Bidding Documents may be obtained from the issuing office designated in the Advertisement for Bids.

2.3 Complete sets of Bidding Documents shall be used in preparing Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.4 OWNER and ENGINEER in making copies of Bidding Documents available, on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

00102.1 COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

(a) Keep and maintain public records required by the City to perform the contracted service.

(b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**COLBY J. CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3331
COLBY.CILENTO@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

00102.2 Public Records/Non-Confidentiality of Bids

The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this bid solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119, F.S., the Public Records Act. Information and materials received by the City of Ormond Beach in connection with responsive bids

shall be deemed to be public records subject to public inspection upon award, recommendation of award, or 30 days after bid opening, whichever occurs first.

00103. Qualifications of Bidders

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit, within seven days after the OWNER's request, written evidence of his ability to perform the work, such as financial data, previous experience, and evidence of authority to conduct business in the jurisdiction where the Project is located. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

00104. Public Entity Crimes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

4.1 Discrimination Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

00105. Examination of Contract Documents and Site

5.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

5.2 Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests for subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications. OWNER will make such reports available for inspection to any Bidder or copies may be obtained from the ENGINEER by the Bidder at reproduction cost. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract

Documents. Before submitting his Bid each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

5.3 On request OWNER will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. Bidders making such investigations shall return site to original condition and shall pay for any damages resulting therefrom.

5.4 The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Supplementary Conditions, General Requirements, or Drawings.

5.5 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in Scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

00106. Clarification/Correction of Proposal

The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

00107. Interpretations

All questions about the meaning or intent of the Contract Documents shall be submitted in writing to the Purchasing Coordinator via email to Rob.Hart@ormondbeach.org. Replies will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

00108. Minority Policies

The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

00109. Bid Security

9.1 Bids shall be accompanied by a Bid Security. The Security shall be made payable to OWNER, in the amount of five percent (5%) of the total bid, and in the form of a certified or cashier's check or a Bid Bond issued by a Surety meeting the requirements of paragraph 5.1 of the General Conditions. The Bid Security shall be irrevocable after the time and date set for the opening of bids, and for a period of ninety (90) days thereafter.

9.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within fifteen (15) days of the Notice of Award, OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the seventh day after the "effective date of the Agreement" or the first day after the expiration of the period that Bids are specified to remain open in the Advertisement for Bids. Bid Security of other Bidders will be returned within seven (7) days of the Bid opening.

00110. Contract Time

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the Agreement.

00111. Liquidated Damages

Provisions for liquidated damages, if any, are set forth in the Bid Form and Agreement.

00112. Subcontractors

12.1 If the Supplementary Conditions, Bid Form and/or Specifications require the identity of certain subcontractors to be submitted to the OWNER with the bid, the bidder will list in his bid all subcontractors proposed for those portions of the work for which such identification is so required. When requested, an experience statement, pertinent information as to similar projects satisfactorily completed and other evidence of qualifications for each listed subcontractor shall be submitted within seven (7) days after the bid. If the OWNER after due investigation has reasonable objection to any proposed subcontractor, OWNER may before giving the Notice of Award request the apparent low bidder to submit an acceptable substitute without an increase in his bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER.

12.2 In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to OWNER those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with OWNER's written consent.

00113. Material and Equipment List (Manufacturers)

If the Supplementary Conditions, Bid Form and/or Specifications require the identity of certain material and equipment manufacturers be submitted to the OWNER with the bid, the bidder will list in his bid all material and equipment manufacturers proposed for those portions of the work for which such identification is so required. Such list shall be supplemented by product descriptions for each listed material and equipment item. Supplemental information will be submitted with the bid

unless it has been prefiled with the ENGINEER. In this latter case, the bid shall state that the information has been prefiled. Equipment manufacturers/suppliers must agree to OWNER'S terms of purchase. In no event will OWNER accept terms of sale that limit OWNER'S ability to reasonably recover in the event of equipment failure/defect such as, but not limited to; mandatory arbitration clauses, venue of court proceedings and applicable law outside of Volusia County, Florida, or damage limitations that preclude recovery for failed or defective equipment that would be less than full compensation for OWNER's loss. If the OWNER after due investigation has reasonable objection to any proposed material or equipment item, OWNER may before giving the Notice of Award request the apparent low bidder to submit an acceptable substitute without an increase in his bid price. If the apparent Successful Bidder declines to make any such substitution, the contract may not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any material or equipment manufacturer so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER. This acceptance of a material or equipment manufacturer does not relieve the CONTRACTOR from the responsibility of submitting shop drawings in accordance with Section 01300 before incorporating said material and/or equipment into the Work.

00114. Material and Equipment Substitutions

Excluding items called for in the bidders Equipment and Subcontractors List in the Bid, Section 00300, whenever it is indicated on the Drawings or specified in the Specifications that a substitute or "or equivalent" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the "effective date of the Agreement". The procedure for submittal of any such application by CONTRACTOR and consideration by ENGINEER is set forth in Section 01630 - Substitutions and Product Options.

00115. Bid Form

15.1 Bids shall be submitted on standard forms which are furnished in this Project Manual.

15.2 Bid Forms must be completed in ink or by typewriter. All blank spaces must be filled. Where indicated on the Bid Form, the Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.

15.3 The estimate of the various quantities of work applicable to unit price items as shown on the Bid Form is approximate and is intended solely to provide the basis of comparison upon which the award of contract is made. Final payment will be made on the basis of the actual completed quantities of each item.

15.4 Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

15.5 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

15.6 Bids by a Joint Venture must be executed by all individuals, Partners, or Corporations interested in the Joint Venture in the same manner that bids by these separate entities are required to be executed.

15.7 All names must be typed or printed below the signature.

15.8 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

15.9 The address to which communications regarding the Bid are to be directed must be shown.

15.10 Only one bid from any individual, firm, partnership or corporation under the same or different names, will be considered. Should it appear to the OWNER that any Bidder is interested in more than one bid, all bids in which such Bidder is interested will be rejected.

00116. Submission of Bids

Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be included in an opaque sealed envelope, marked with the Bid Number, Project Title, and Bidder's Name and Address, accompanied by the Bid Security and other required documents. Include one (1) original bid form and (1) electronic file (thumb/flash drive or CD). If the Bid is sent through the mail or other delivery system, the sealed Bid shall be sent in a separate envelope with the notation "BID ENCLOSED" as well as the Bid Number, Project Title, and Bid Opening Date clearly displayed on the shipping envelope/package.

Submit bids to:

City of Ormond Beach
Purchasing Coordinator
22 South Beach Street
Ormond Beach, FL 32174

00117. Modification and Withdrawal of Bids

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

00118. Opening of Bids

Bids will be opened publicly and read aloud and an abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

00119. Bids to Remain Open

All Bids shall remain open for ninety (90) days after the day of the Bid opening, but OWNER may, in his sole discretion, release any Bid and return the Bid Security prior to that date.

00120. Award of Contract

20.1 OWNER reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated product of quantities and unit prices and the correct product thereof will be resolved in favor of the correct product. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

20.2 In evaluating Bids, OWNER shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid forms. It is OWNER's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form but OWNER may accept them in any order or combination.

20.3 OWNER may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items or material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by OWNER.

20.4 Irregular bids may be rejected. Irregular bids are defined as those containing serious omissions, unauthorized alternative bids, incomplete bids or unbalanced bids. Failure to provide all of the information required to accompany the bid will be considered to be a serious omission.

20.5 OWNER may conduct such investigations as he deems necessary to assist in the evaluation of any Bid.

20.6 OWNER reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to OWNER's satisfaction.

20.7 If the contract is to be awarded it will be awarded to the lowest responsible Bidder whose evaluation by OWNER indicates that the award will be in the best interests of the Project. The low bid will be based on the total cost of the Base Bid and, when applicable, any Additive or Deductive Alternates that are to be included in the Contract, as decided by the OWNER.

20.8 If the contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within the number of days after the day of the Bid opening specified in the Advertisement for Bids to remain open.

00121. Performance and Other Bonds

Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth OWNER's requirements as to performance and other Bonds. When the Successful Bidder delivers the executed Agreement to OWNER it shall be accompanied by the required Contract Security.

00122. Signing of Agreement

When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by at least five (5) unsigned counterparts of the Agreement and all other Contract Documents. Within ten (10) days thereafter CONTRACTOR shall sign all and deliver at least five (5) counterparts of the Agreement to OWNER with other Contract Documents attached. Within ten (10) days thereafter OWNER will deliver fully signed counterparts to CONTRACTOR.

00123. Special Requirements

23.1 Financing. Funds will be available for payment of estimate draws as they become due.

23.2 Prohibited Interests. No official of the OWNER who is authorized in such capacity, and on behalf of the OWNER to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project shall become directly or indirectly interested, personally, in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the OWNER who is authorized in such capacity and on behalf of the OWNER to exercise legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally, in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

23.3 Performance of Work by CONTRACTOR:

Contract Assignment. The successful Bidder (or Bidders) will be required to perform the work as a prime contractor.

The CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title or interest therein, without written consent of the OWNER.

END OF INSTRUCTION TO BIDDERS

SECTION 00300
BID

CONTRACTORS NAME _____ LICENSE NO. _____

PROJECT IDENTIFICATION:

Facility Hardening

CONTRACT IDENTIFICATION AND NUMBER:

Bid No. 2021-12

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

2. BIDDER certifies that he has investigated the requirements to do business in the jurisdiction where the project is located, and that he is either qualified to do business or will obtain such prequalification prior to award of the contract.

3. BIDDER accepts all of the terms and conditions of the Instructions to Bidders (Section 00100) including, without limitation, those dealing with the disposition of Bid Security, Public Entity Crimes, and Minority Policies. This Bid will remain open for 90 days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract security and other documents required by the Contract Documents within ten (10) days after the date of OWNER'S Notice of Award.

4. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Contract Documents and of the following addenda:

<u>Date</u>	<u>Number</u>
_____	_____
_____	_____
_____	_____
_____	_____

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement to Bid and the Instructions to Bidders;

BID (Cont'd.)
FACILITY HARDENING
ORMOND BEACH, FLORIDA

(b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

(c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER; and

5. BIDDER will complete the Work for the following price(s):

Bid Schedule					
Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Estimated Price
1	Mobilization	1	LS	\$	\$
2	General Conditions	1	LS	\$	\$
3	Permitting			N/A	\$ 10,000
City Hall					
4	Remove Existing Windows	1881	SF	\$	\$
5	Remove Existing Doors	10	EA	\$	\$
6	Furnish & Install Aluminum Impact Windows	1881	SF	\$	\$
7	Furnish & Install Aluminum Doors	10	EA	\$	\$
Police Department					
8	Remove Existing Windows	1866	SF	\$	\$
9	Remove Existing Doors	10	EA	\$	\$
10	Furnish & Install Aluminum Impact Windows	1866	SF	\$	\$
11	Furnish & Install Aluminum Doors	10	EA	\$	\$
Fleet Operations					
12	Remove Existing Windows	891	SF	\$	\$
13	Remove Existing Doors	1	EA	\$	\$
14	Furnish & Install Aluminum Impact Windows	891	SF	\$	\$
15	Furnish & Install Aluminum Doors	1	EA	\$	\$
Public Works					
16	Remove Existing Windows	957	SF	\$	\$
17	Remove Existing Doors	2	EA	\$	\$
18	Furnish & Install Aluminum Impact Windows	957	SF	\$	\$
19	Furnish & Install Aluminum Doors	2	EA	\$	\$

BID (Cont'd.)
FACILITY HARDENING
ORMOND BEACH, FLORIDA

Performing Arts Center					
20	Remove Existing Windows	1170	SF	\$	\$
21	Remove Existing Doors	10	EA	\$	\$
22	Furnish & Install Aluminum Impact Windows	1170	SF	\$	\$
23	Furnish & Install Aluminum Doors	10	EA	\$	\$

TOTAL BID

\$ _____
(Figures)

(Words)

BIDDER acknowledges that the quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

BIDDER agrees that the Work will be substantially completed within 120 calendar days after the date when the Contract Time commences to run, and completed within 150 calendar days after the date when the Contract Time commences to run.

BIDDER recognizes that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The BIDDER also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER has determined and BIDDER agrees to accept that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Three Hundred Dollars (\$300) for each calendar day that expires after the time specified above for substantial completion until the Work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified above for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the CONTRACTOR is terminated or abandons the work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

6. The following documents are attached to and made a condition of this Bid:

(a) Required Bid Security in the form of

(1) a certified check drawn in favor of the City of Ormond Beach in the amount of 5 percent of the total bid; or

(2) a Bid Bond in the amount of 5 percent of the total bid.

(b) Equipment, Material, and Subcontractors List

BID (Cont'd.)
FACILITY HARDENING
ORMOND BEACH, FLORIDA

- (c) All information required by the Trench Safety Act (Part VI, Chapter 553, Florida Statutes).
- (d) Drug Free Workplace Certificate
- (e) Conflict, Non-Conflict of Interest, Litigation Statement
- (f) Federally Funded through FEMA's Hazard Mitigation Grant Program

BID (Cont'd.)
FACILITY HARDENING
ORMOND BEACH, FLORIDA

7. Communications to the BIDDER concerning this Bid shall be addressed to:

Mailing Address: _____
 Street Address: _____
 City, State, Zip Code: _____
 Email: _____
 Telephone No.: _____ Fax No.: _____

8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract DOCUMENTS have the meanings assigned to them in the General Conditions.

SUBMITTED on _____, 20 ____.

If BIDDER is:

An Individual

By _____
 (Individual's Name - Signature)

_____ (SEAL)
 (Individual's Name - Typed or Printed)

doing business as _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
FACILITY HARDENING
ORMOND BEACH, FLORIDA

If BIDDER is:

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner - Signature)

(General Partner - Typed or Printed)

Business Address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
FACILITY HARDENING
ORMOND BEACH, FLORIDA

If BIDDER is:

A Corporation

By _____
(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign - Signature)

(Name of Person Authorized to Sign - Typed or Printed)

(Title)

(Corporate Seal)

Attest _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
FACILITY HARDENING
ORMOND BEACH, FLORIDA

If BIDDER is:

A Joint Venture

By _____
(Name - Signature)

(Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

By _____
(Name - Signature)

(Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

BID (Cont'd.)
FACILITY HARDENING
ORMOND BEACH, FLORIDA

EQUIPMENT AND SUBCONTRACTORS LIST

List the names of the manufacturers whose product is proposed for use. No more than one manufacturer's name shall be inserted for each item of material and/or equipment listed. Failure to list materials and equipment supplier may result in the Bid being rejected as incomplete and nonresponsive. If any Subcontractors are proposed to be used for any portions of the Work, the names, addresses, phone numbers and work classifications of each such Subcontractor must be listed. The failure to list all Subcontractors proposed for the work may result in the Bid being rejected as incomplete and nonresponsive. If more than one manufacturer or subcontractor is listed, selection will be made by the OWNER. If none is listed, those listed as the "Basis for Design" will be used.

Materials and Equipment:

<u>Item</u>	<u>Supplier</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

BID (Cont'd.)
FACILITY HARDENING
ORMOND BEACH, FLORIDA

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

BID (Cont'd.)
FACILITY HARDENING
ORMOND BEACH, FLORIDA

TRENCH SAFETY STANDARDS

If this project includes trench excavation in excess of five (5) feet in depth, the following trench safety standards will be in effect during the period of construction of the project:

The Occupational Safety and Health Administration's excavation safety standards, 29 C.F.R.s. 1926.650 Subpart P, and any regulation promulgated there under are hereby incorporated as the standard for this project.

The Bidder hereby certifies that the Contractor performing the trench excavation will comply with the applicable trench safety standards.

The Bidder further certifies that the cost (which is included in his unit cost) of compliance with applicable trench safety standards is:

	<u>Estimated Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Estimated Price</u>
<u>ITEM</u>				
1. Trench Excavation	_____	L.F.	_____	_____
2. Sheet piling/Shoring	_____	S.F.	_____	_____

Name (signature)

Date

Name (typed or printed)

Title

BID (Cont'd.)
FACILITY HARDENING
ORMOND BEACH, FLORIDA

DRUG-FREE WORKPLACE CERTIFICATION

Identical Or “Tie” Bids: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

 Name (signature)

 Date

 Name (typed or printed)

 Title

BID (Cont'd.)
FACILITY HARDENING
ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

- [] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- [] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

- [] The undersigned firm has had no litigation on any project in the last five (5) years.
- [] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

DATE

BID (Cont'd.)
FACILITY HARDENING
ORMOND BEACH, FLORIDA

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

 COMPANY NAME

 AUTHORIZED SIGNATURE

 NAME (PRINT OR TYPE)

 TITLE

 DATE

END OF BID

00300-14

Attachment H

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: _____
Signature

CITY OF ORMOND BEACH
Recipient's Name

Name and Title

H0193
DEM Contract Number

Street Address

4337-88-R
FEMA Project Numer

City, State, Zip

Date

**SECTION 00410
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we _____

(hereinafter called *Principal*) and

(hereinafter called the *Surety*) a corporation chartered and existing under the Laws of the State _____ of with its principal offices in the County of _____ and authorized to do business in the State of Florida, in the full and just sum of _____ Dollars (\$ _____) good and lawful money of the United States of America, to be paid upon demand of the _____, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the **Facility Hardening (Bid No. 2021-12)** in, and for the City and

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified or cashier's check otherwise required to accompany this Bid.

NOW, THEREFORE: the conditions of this obligation are such that if the Bid be accepted the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the Owner, and execute a sufficient and satisfactory Contract Bond payable to the Owner, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day _____, 20____.

(Principal)

By: _____

ATTEST:

(Surety)

By: _____

(SEAL)

**END OF SECTION
00410 - 1**

SECTION 00500 FORM OF AGREEMENT

THIS AGREEMENT is dated as of the ____ day of _____ in the year 2021 by and between City of Ormond Beach, a Municipal Corporation in the State of Florida (hereinafter called OWNER) and

(hereinafter called CONTRACTOR)

The bid for this contract was approved by the City Commission on _____, 2021.

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Installation of new hurricane impact rated windows and doors on five (5) facilities within the City of Ormond Beach (Ormond Beach City Hall, Police Department, Fleet Operations, Public Works, and The Performing Arts Center).

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

FACILITY HARDENING and 2021-12

Article 2. ENGINEER

The Project has been designed by City Engineer, 22 South Beach Street, Ormond Beach, FL 32174, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

3.1 The Work will be substantially completed within 120 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.10 of the General Conditions within 150 calendar days after the date when the Contract Time commences to run.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Three Hundred

Dollars (\$300) for each calendar day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the Contractor is terminated or abandons the Work prior to the scheduled date for final completion, the Contractor may be liable for both liquidated damages attributable to delay and for excess completion costs.

Article 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work, in accordance with the Contract Documents, an amount in current funds equal to the unit price TOTAL BID of \$_____, as listed in the Bid Form. Payment shall be for the actual completed work, as specified in the Measurement and Payment section of the project Manual and in accordance with Article 14 of the General Conditions.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 15th day of each month during construction as provided below, provided Applications for Payment are timely delivered pursuant to Article 14.1 of the General Conditions. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 14.1 of the General Conditions.

5.1.1 When applicable, all progress payments shall be in an amount equal to:

Ninety percent (90%) of the Work completed until fifty percent (50%) completion of the Work. After fifty percent (50%) completion of the Work, ninety-five percent (95%) of each subsequent progress payment, less in each case the aggregate of payments previously made and less such amounts as ENGINEER shall determine in accordance with paragraph 14.4 of the General Conditions.

Ninety percent (90%) of materials and equipment not incorporated in the Work but delivered and suitably stored, until fifty percent (50%) completion of the Work; thereafter, ninety-five percent (95%) of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made and less such amounts as ENGINEER shall determine in accordance with paragraph 14.4 of the General Conditions.

5.1.2 When applicable, after fifty percent (50%) completion of the Work, Contractor may request payment for up to one-half of the retainage held by OWNER. Payment will be made, unless OWNER has grounds for withholding payment of retainage.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.10 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.10.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

6.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 6.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

7.1 This Agreement (pages 1 to 5 , inclusive).

7.2 Exhibits to this Agreement (pages 1 to 1 , inclusive).

7.3 Performance and other Bonds, identified as exhibits 00610 AND 00615 and consisting of 4 pages.

7.4 Notice of Award.

7.5 General Conditions (pages 1 to 34 , inclusive).

7.6 Supplementary Conditions (pages 1 to 6 , inclusive).

7.7 Specifications bearing the title:

FACILITY HARDENING

and consisting of 16 divisions, as listed in table of contents thereof.

7.8 Drawings, consisting of 9 sheets numbered 1 through 9 inclusive and bearing the following general title:

FACILITY HARDENING

7.9 Addenda numbers ___ to ___ , inclusive.

7.10 CONTRACTOR'S Bid (pages 1 to ___ , inclusive) marked exhibit _____ (Attach Bid Form only in special circumstances).

7.11 Documentation submitted by CONTRACTOR prior to Notice of Award (pages ___ to ___ , inclusive).

7.12 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

Article 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counter part each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions

of the Contract Documents have been signed by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 2021.

OWNER City of Ormond Beach

CONTRACTOR _____

By _____

Bill Partington
Mayor

By _____

(Title)

[CITY SEAL]

[SEAL]

Attest _____

Joyce A. Shanahan
City Manager

Attest _____

(Title)

Address for giving notices:

City of Ormond Beach

PO Box 277

Ormond Beach, FL 32175-0277

Address for giving notices:

License No. _____

Registered Agent for service process:

(Name)

(Title)

END OF AGREEMENT

Exhibit A

FACILITY HARDENING**SUBCONTRACTOR INDEMNIFICATION STATEMENT****FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT**

DEM Contract Number: H0193

FEMA Project Number: 4337-88-R

The City of Ormond Beach is receiving funding for this project per the above referenced Federally-Funded Subaward and Grant Agreement between the City and the State of Florida Division of Emergency Management. Per the terms of the Agreement, _____ is a subcontractor to the agreement, and is therefore bound by the terms of the Agreement, is bound by all applicable state and federal laws and regulations, and shall hold the Florida Division of Emergency Management, and the City of Ormond Beach harmless against all claims of whatever nature arising out of their performance of work under the Agreement, to the extend allowed and required by law.

Execution below indicates acceptance of the above information.

Contractor: _____

Signature

Print Name

Title

Date

**SECTION 00610
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a(n) _____, hereinafter called Principal, and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, (\$ _____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with OWNER, dated ____ day of _____, 20____, for the construction of:

FACILITY HARDENING

Bid No. 2021-12

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be
 deemed an original, this _____ day of _____, 20_____.
 (number)

ATTEST:

Principal

By _____ (s)

(Principal) Secretary

(SEAL)

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

Witness to Surety

Attorney-In-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION

**SECTION 00615
PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a(n) _____, hereinafter called Principal, and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, (\$ _____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with OWNER, dated ____ day of _____, 20____, for the construction of:

**FACILITY HARDENING
Bid No. 2021-12**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be
(number)
deemed an original, this _____ day of _____, 20_____.

ATTEST:

Principal

By _____ (s)

(Principal) Secretary

(SEAL)

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

Witness to Surety

Attorney-In-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION

OPINION OF ATTORNEY

This is to certify that I have examined the attached Contract Documents, and that I am of the opinion that such documents conform to the Laws of the State of Florida, and that the execution of the Contract is in due and proper form, and that the foregoing agreements constitute valid and binding obligations on such parties.

Attorney for Owner

This the _____ day of _____, 2021.

END OF SECTION

SECTION 00700 GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1 - DEFINITIONS

Whenever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.01. Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents of the Contract Documents.

1.02. Agreement - The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.03. Application for Payment - The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payment and which is to include such supporting documentation as required by the Contract Documents.

1.04. Approve - The word approve is defined to mean review of the material, equipment or methods for general compliance with the design concepts and with the information given in the Contract Documents. It does not imply a responsibility on the part of the ENGINEER to verify in every detail conformance with the Drawings and Specifications.

1.05. Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.06. Bonds - Bid, Performance and Payment Bonds and other instruments of security.

1.07. Change Order - A written order to CONTRACTOR signed by OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Agreement.

1.08. Contract - The Agreement.

1.09. Contract Documents - The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, Notice of Award, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, any other exhibits identified in the Agreement, together with all Modifications issued after the execution of the Agreement.

1.10. Contract Price - The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by OWNER to CONTRACTOR for performing the Work.

1.11. Contract Time - The number of days (computed as provided in paragraph 16.2) or the

date stated in the Agreement for the completion of the Work.

1.12. CONTRACTOR - The person, firm or corporation with whom OWNER has entered into the Agreement.

1.13. Day - A calendar day of twenty-four hours measured from midnight to the next midnight.

1.14. Defective - Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

1.15. Drawings - The drawings, which will be identified in the Agreement, which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

1.16. Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

1.17. ENGINEER - The City Engineer of the City of Ormond Beach, Florida, or the designee of such Engineer.

1.18. Engineering Order - A written request issued by ENGINEER to CONTRACTOR requesting a cost for certain modifications to the Work. An Engineering Order is not an authorization to perform the modifications.

1.19. Field Order - A written order issued by ENGINEER which clarifies or interprets the Contract Documents or orders minor changes in the Work in accordance with paragraph 10.2, but which does not involve a change in the Contract Price or the Contract Time.

1.20. Furnish - The words "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".

1.21. General Requirements - Sections of Division 1 of the Specifications.

1.22. Inspection - The term "Inspection" and the act of inspecting as used in these Contract Documents is defined to mean examination of construction to ensure that it conforms to the design concept expressed in the Drawings and Specifications. These terms shall not be construed to mean supervision, superintending and/or overseeing.

1.23. Modification - (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) a Field Order. A modification may only be issued after the effective date of the Agreement and must be in writing to be effective.

- 1.24. Notice of Award - The written notice by OWNER to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.
- 1.25. Notice to Proceed - A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligation under the Contract Documents.
- 1.26. OWNER - The City of Ormond Beach, Florida.
- 1.27. Product - Materials, systems, and equipment provided by the CONTRACTOR.
- 1.28. Project - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.
- 1.29. Project Manual - The term "Project Manual" includes Bidding Requirements, Conditions of the Contract, Specifications, and Drawings.
- 1.30. Project Representative - The authorized representative of ENGINEER who is assigned to the site or any part thereof.
- 1.31. Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by CONTRACTOR, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.
- 1.32. Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
- 1.33. Subcontractor - An individual, firm or corporation having a contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.
- 1.34. Substantial Completion - The point reached when the Work (or a specified part thereof), in the opinion of ENGINEER as evidenced by his final certificate of Substantial Completion, is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended; or if there be no such certificate issued, when final payment is due in accordance with paragraph 14.10. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.
- 1.35. Surety - Any person, firm or corporation which is bound with CONTRACTOR and which engages to be responsible for CONTRACTOR and his acceptable performance of the Work by a Performance or Payment Bond, or by a Public Construction Bond.

1.36. Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

ARTICLE 2 - PRELIMINARY MATTERS

Delivery of Bonds:

2.1. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

Copies of Documents:

2.2. OWNER shall furnish to CONTRACTOR, at OWNER's expense, up to three copies of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Time; Notice to Proceed:

2.3. The Contract Time will commence on the day indicated in the Notice to Proceed.

Starting the Project:

2.4. CONTRACTOR shall start to perform the work on the date when the Contract Time commences to run, but no work shall be done at the site prior to the date on which the Contract Time commences to run, and no work shall be done at the site before the Payment and Performance Bond is executed, delivered to the OWNER, and recorded in the public records of Volusia County, Florida.

Before Starting Construction:

2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover; however, CONTRACTOR shall not be liable to OWNER for failure to report any conflict, error or discrepancy in the Drawings or Specifications, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. No verbal agreement or conversation with any officer, agent or employee of OWNER, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

2.6. Before any Work at the site is started, CONTRACTOR shall deliver to OWNER certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is

required to purchase and maintain in accordance with paragraphs 5.3, 5.4, 5.6 and 5.7.

2.7. CONTRACTOR shall not allow any on-site Subcontractor to commence work on his subcontract until insurance required of the Subcontractor has been obtained and approved by the CONTRACTOR. Failure to obtain this insurance will be the sole responsibility of the CONTRACTOR.

ARTICLE 3 - CONTRACT DOCUMENTS; INTENT AND REUSE

3.1. The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work. They may be altered only by a Modification.

3.2. The Contract Documents are complementary; a requirement contained in one is applicable to all. If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall report it to ENGINEER in writing at once and before proceeding with the Work affected thereby; however, CONTRACTOR shall not be liable to OWNER for failure to report any conflict, error or discrepancy in the Specifications or Drawings unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Modifications, Agreement, Addenda, Supplementary Conditions, General Conditions, Drawings and Specifications. In a series of Modifications or Addenda the latest will govern.

3.3. It is the intent of the Specifications and Drawings to describe a complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended results shall be supplied whether or not it is specifically called for. When words which have well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of opening of Bids (or, on the effective date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided for in paragraph 9.2.

3.4. The Contract Documents will be governed by the law of the State of Florida, and venue for any action brought thereunder shall lie solely and exclusively in the Circuit Court in and for Volusia County, Florida.

Reuse of Documents:

3.5. Neither CONTRACTOR nor any Subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1. OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER's furnishing these lands or easements entitles him to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Physical Conditions - Investigations and Reports:

4.2. Reference is made to the Supplementary Conditions for identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by ENGINEER in preparation of the Drawings and Specifications. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

Unforeseen Physical Conditions:

4.3. CONTRACTOR shall promptly, after becoming aware of and before further disturbing conditions affected thereby or performing any work in connection therewith, notify ENGINEER in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. CONTRACTOR, upon discovering and notifying OWNER of such subsurface or latent conditions, shall not perform work in the affected area until authorized to do so by OWNER. ENGINEER will promptly review those conditions and determine if further investigation or tests are necessary. If so determined by the ENGINEER, OWNER shall promptly obtain the necessary additional investigations and tests and furnish copies to CONTRACTOR. If ENGINEER finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order authorizing CONTRACTOR to perform the additional work may be issued incorporating the necessary revisions.

Reference Points:

4.4. OWNER shall provide engineering surveys for construction to establish reference points which in his judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 - BONDS AND INSURANCE

Performance and Other Bonds:

5.1. CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. The City will record the bonds in the public records at the CONTRACTOR's expense. These Bonds shall remain in effect at least until one (1) year after the date of final payment, except as otherwise provided by law. All bonds shall be deemed to contain all of the Conditions of Section 255.05, Florida Statutes, even if such language is not directly contained within the bond. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by the bidding documents or Supplementary Conditions and be executed by such Sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

5.2. If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of clauses (i) and (ii) of paragraph 5.1, CONTRACTOR shall within five (5) days after notice thereof, substitute another Bond and Surety, both of which shall meet the requirements of clauses (i) and (ii) of paragraph 5.1.

CONTRACTOR's Liability Insurance:

5.3. CONTRACTOR and on-site Subcontractors shall purchase and maintain such Commercial General Liability and other insurance as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether such performance is by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable;

5.3.1. Claims under workers' compensation, disability benefits and other similar employee benefit acts;

5.3.2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

5.3.3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees.

5.3.4. Claims for damages insured by personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason.

5.3.5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

5.3.6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph 5.3 shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the **Supplementary Conditions**, or required by law, whichever is greater. The Commercial General Liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be canceled, materially changed or renewal refused until at least **sixty** (60) days prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be fifteen (15) days) has been given to OWNER. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with paragraph 13.12. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish OWNER with evidence of continuation of such insurance at final payment and one year thereafter.

Contractual Liability Insurance:

5.4. The Commercial General Liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to CONTRACTOR's obligations under paragraphs 6.15 and 6.16. The OWNER shall be named as "Additionally Insured" under the CONTRACTOR's Commercial General Liability insurance policy.

Owner's Liability Insurance:

5.5. OWNER may, at its option, purchase and maintain its own liability insurance and, at its option, may purchase and maintain such insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

Property Insurance:

5.6. CONTRACTOR shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by law). This insurance shall include the interests of

OWNER, CONTRACTOR, and Subcontractors in the Work, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in the Application for Payment. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.6 and 5.7 shall contain provisions that the coverage afforded will not be canceled or materially changed until at least **sixty** (60) days prior written notice has been given to OWNER.

5.7. CONTRACTOR shall purchase and maintain such boiler and machinery insurance as may be required by the Supplementary Conditions or by law. This insurance shall include the interests of OWNER, CONTRACTOR and Subcontractors in the Work.

5.8. OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR or Subcontractors in the Work to the extent of any deductible amounts that are provided in the Supplementary Conditions. If CONTRACTOR wishes property insurance coverage within the limits of such amounts, CONTRACTOR may purchase and maintain it at his own expense.

5.9. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policy, OWNER shall, if possible, include such insurance, and the cost thereof shall be charged to CONTRACTOR by appropriate Change Order. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

Waiver of Rights:

5.10. OWNER and CONTRACTOR waive all rights against each other and the Subcontractors and their agents and employees and separate contractors (if any) and their subcontractors' agents and employees, for damages caused by fire or other perils to the extent covered by insurance provided under paragraphs 5.6 and 5.7, inclusive, or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by OWNER as trustee. OWNER shall require similar written waivers from each separate contractor, and CONTRACTOR shall require similar written waivers from each Subcontractor (in accordance with paragraph 6.8 as applicable); each such waiver will be in favor of all other parties enumerated in this paragraph 5.10.

Receipt and Application of Proceeds:

5.11. Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 shall be adjusted with CONTRACTOR and made payable to CONTRACTOR as trustee for the insured, as their interests may appear, subject to the requirements of paragraph 5.12. CONTRACTOR shall

deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

5.12. CONTRACTOR as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to CONTRACTOR's exercise of this power. If such objection be made, CONTRACTOR as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, CONTRACTOR as trustee shall upon the occurrence of an insured loss, give bond for the proper performance of his duties.

Acceptance of Bonds and Insurance:

5.13. If OWNER has any objection to the coverage afforded by or other provisions of the Bonds or Insurance required to be purchased and maintained by CONTRACTOR in accordance with Article 5 on the basis of non-conformance with the Contract Documents, OWNER shall so notify CONTRACTOR in writing within ten days after receipt of the certificates (or other evidence requested) required by paragraph 2.6. CONTRACTOR shall provide to OWNER such additional information in respect of insurance provided as OWNER may reasonably request. If CONTRACTOR does not purchase or maintain all of the Bonds and Insurance required of CONTRACTOR by the Contract Documents, CONTRACTOR shall notify OWNER in writing of such failure to purchase prior to the start of the Work, or such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, OWNER may elect to obtain equivalent Bonds or Insurance to protect OWNER's interests at the expense of CONTRACTOR, and a Change Order shall be issued to adjust the Contract Price accordingly.

Partial Utilization - Property Insurance:

5.14. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.7; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies that the property insurance shall not be canceled or lapse on account of any such partial use of occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

6.1. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

Materials and Equipment:

6.3. All materials and equipment installed in the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.

Equipment manufacturers/suppliers must agree to OWNER'S terms of purchase. In no event will OWNER accept terms of sale that limit OWNER'S ability to reasonably recover in the event of equipment failure/defect such as, but not limited to; mandatory arbitration clauses, venue of court proceedings and applicable law outside of Volusia County, Florida, or damage limitations that preclude recovery for failed or defective equipment that would be less than full compensation for OWNER's loss.

6.4. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.

Concerning Subcontractors:

6.5. CONTRACTOR shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, to which OWNER may have any reasonable objection. CONTRACTOR shall submit with his Bid in writing the names, mailing addresses, and work classifications of all Subcontractors proposed for the Work. The failure to list all Subcontractors proposed for the Work may result in the Bid being rejected as incomplete and nonresponsive. A Subcontractor or other person or organization identified in writing to OWNER by CONTRACTOR prior to the Notice of Award and not objected to in writing by OWNER prior to the Notice of Award will be deemed acceptable to OWNER. Acceptance of any Subcontractor, other person or organization of OWNER shall not constitute a waiver of any right of OWNER to reject defective Work. If OWNER after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by CONTRACTOR after the Notice of Award because the qualifications and experience of the Subcontractor, other person or organization indicate that he cannot perform or provide work, materials or equipment which will perform the specified functions, CONTRACTOR shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order may be issued. CONTRACTOR shall not be required to employ any Subcontractor, other person or organization to which CONTRACTOR has any reasonable objection. Whether

objections are reasonable shall be determined as specified in paragraph 9.8.

6.6. CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between OWNER and any Subcontractor or other person or organization having a direct contact with CONTRACTOR, nor shall it create any obligation on the part of OWNER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done.

6.7. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

6.8. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and contains waiver provisions as required by paragraph 5.10. CONTRACTOR shall pay each Subcontractor an appropriate share of any insurance proceeds received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 5.6 through 5.8.

6.9. Neither the OWNER nor the ENGINEER will undertake to settle any differences between CONTRACTOR and his Subcontractors or between Subcontractors.

Patent Fees and Royalties:

6.10. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall **indemnify** and **hold harmless** OWNER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights. OWNER will promptly notify CONTRACTOR of any such allegation of infringement of such rights.

Safety and Protection:

6.11. Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, including employees, and property. The CONTRACTOR shall comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions, and shall take prompt action where loss control/safety measures are reasonably expected. The OWNER may order work to be stopped if conditions exist that present on immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to the OWNER.

6.12. CONTRACTOR be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.12.1. All employees on the Work and other persons who may be affected thereby.

6.12.2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

6.12.3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to in paragraph 6.12.2 or 6.12.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.12 that the Work is acceptable.

6.13. CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

Emergencies:

6.14. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give OWNER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

Hold Harmless:

6.15. The OWNER, and its agents, employees, and officials, both elected and appointed, shall be **indemnified** and **held harmless** by CONTRACTOR from any and all claim(s) resulting in liabilities, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct in the performance of the construction Contract by the CONTRACTOR, including persons such as subcontractors employed or utilized by the Contractor, unless any such claim arises as a result of the OWNER's sole negligence, as determined by the final arbiter of such claim. Additionally, the OWNER expressly retains all rights, benefits, privileges and immunities provided to Municipalities by **Sovereign Immunity**.

Payment on Behalf of OWNER:

6.16. The CONTRACTOR agrees to pay on behalf of the OWNER, and to pay the cost of the OWNER's legal defense, as may be selected by the OWNER, for all claims described in the Hold Harmless paragraph. Such payment on behalf of the OWNER shall be in addition to any and all other legal remedies available to the OWNER and shall not be considered to be the OWNER's exclusive remedy.

ARTICLE 7 - WORK BY OTHERS

7.1. OWNER may perform additional work related to the Project by itself, or have additional work performed by utility service companies, or let other direct contracts therefor which shall contain General Conditions similar to these. CONTRACTOR shall afford the utility service companies and the other contractors who are parties to such direct contracts (or OWNER, if OWNER is performing the additional work with OWNER's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2. If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any such other contractor or utility service company (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any patent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. CONTRACTOR's failure so to report shall constitute an acceptance of the work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in the other work.

7.3. If the performance of additional work by other contractors or utility service companies or OWNER was not noted in the Contract Documents, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by OWNER or others involves additional expense to CONTRACTOR or requires an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

7.4. Should any other contractor having, or who shall hereafter have, a contract with

OWNER for the performance of work upon the site of the Work to be performed hereunder sustain any damage through any act or omission of CONTRACTOR hereunder or through any act or omission of any Sub-contractor of CONTRACTOR, CONTRACTOR agrees to reimburse such other contractor for all such damages and to indemnify, defend and hold OWNER harmless from all such claims.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

- 8.1. OWNER shall issue all communications to CONTRACTOR through ENGINEER.
- 8.2. OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.3 and 14.10.
- 8.3. OWNER's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.
- 8.4. OWNER's responsibilities with respect to the purchase and maintenance of liability insurance are set forth in paragraph 5.5.
- 8.5. In connection with OWNER's rights to request changes in the Work in accordance with Article 10, OWNER (especially in certain instances as provided in paragraph 10.4) may execute Change Orders.
- 8.6. OWNER's responsibility with respect to certain inspections, tests and approvals is set forth in paragraph 13.4.
- 8.7. The provisions relative to the OWNER's right to stop Work or suspend Work are set forth in paragraphs 6.11, 13.10 and 15.1.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

- 9.1. ENGINEER will be OWNER's representative during the construction period. The authority of ENGINEER shall, under no circumstances, relieve CONTRACTOR from CONTRACTOR's responsibilities to perform the Work in accordance with this Contract.

Clarifications and Interpretations:

- 9.2. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall

intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

Rejecting Defective Work:

9.3. ENGINEER will have authority to disapprove or reject WORK which is defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

Change Orders and Payments:

9.4. In connection with ENGINEER's responsibilities as to Change Orders, see Articles 10, 11 and 12.

9.5 In connection with ENGINEER's responsibilities as to Applications for Payment, etc., see Article 14.

Project Representation:

9.6. ENGINEER may designate a Project Representative to assist ENGINEER in inspecting the performance of the Work. The duties, responsibilities and limitations of authority of any such Project Representative and assistants will be as provided in paragraphs 9.6.1 through 9.6.3.

9.6.1. General: Project Representative is ENGINEER's Agent. He shall have the authority to do anything which the ENGINEER could do. His dealings in matters pertaining to the on-site work will in general be only with OWNER, ENGINEER and CONTRACTOR. His dealings with subcontractors will only be through or with the full knowledge of CONTRACTOR or his superintendent.

9.6.2. Duties and Responsibilities: Project Representative shall:

9.6.2.1. Schedules: Review the progress schedule, schedule of Shop Drawing submissions, schedule of values and other schedules prepared by CONTRACTOR and consult with ENGINEER concerning their acceptability.

9.6.2.2. Conferences: Attend preconstruction conferences.

9.6.2.3. Liaison: Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent, and assist him in understanding the intent of the Contract Documents. Assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the Work.

9.6.2.4. Shop Drawings and Samples: Receive and record date of receipt of Shop Drawings and samples which have been furnished by CONTRACTOR. Review the Shop Drawings for conformance with the information given in the Contract Documents. Provide office review and approval of Shop Drawings (as that term is defined in Article 1) and samples, the results of tests

and inspections and other data which any contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents; determine the acceptability of substitute materials and equipment proposed by CONTRACTOR(S); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by CONTRACTOR(S) in accordance with the Contract Documents.

9.6.2.5. Review of Work, Rejection of Defective Work, Inspections and Tests: Conduct on-site inspections of the Work in progress to assist ENGINEER in determining that the Project is proceeding in accordance with the Contract Documents and that completed Work will conform to the Contract Documents. Report to ENGINEER whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspections, tests or approvals required to be made; and advise ENGINEER when he believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing or inspection. Verify that tests, equipment and systems start-ups and operating and maintenance instructions are conducted as required by the Contract Documents and in the presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report appropriate details relative to the test procedures and start-ups.

9.6.2.6. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report them to ENGINEER with recommendations. Prepare change orders as required; he may, as OWNER's representative, require special inspection or testing of the work; he shall act as interpreter of the requirements of the Contract Documents, judge of the performance thereunder by the parties thereto, and transmitter of clarification and interpretation of the Contract Documents. Process contract change orders to reflect final measured contract quantities and to reflect changes in the contract Drawings and Specifications.

9.6.2.7. Payment Requisitions: Based on his on-site observations and on his review of CONTRACTOR(S) applications for payment and the accompanying data and schedules, determine the amounts owed the CONTRACTOR(S). The ENGINEER will then approve in writing payments to CONTRACTOR(S) in such amounts; such approvals of payment will constitute a presentation to OWNER, based on such observations and review, that the Work has progressed to the point indicated and that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his approval).

9.6.2.8. Guarantees, Certificates, Maintenance and Operation Manuals: During the course of the Work verify that guarantees, certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed; and deliver this data to ENGINEER for his review prior to final acceptance of the Project.

9.6.2.9. Completion: Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring correction. Conduct final inspection in the company of CONTRACTOR and prepare a final list of items to be corrected. Verify that all items

on final list have been corrected and make recommendations to ENGINEER concerning acceptance.

9.6.3. Limitations of Authority: The Project Representative; shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent; shall not expedite Work for CONTRACTOR; shall not advise on or issue directions as to safety precautions and programs in connection with the Work; and shall not assist CONTRACTOR in maintaining up-to-date copies of Record Drawings.

Decisions on Disagreements:

9.7. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work shall be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to ENGINEER and the other party to the Agreement within fifteen days of the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. Failure to give the required notice constitutes a waiver of the claim.

9.8. The rendering of a decision by ENGINEER pursuant to paragraph 9.7 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.13) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or at law in respect of any such claim, dispute or other matter. If the Owner agrees to pay all or part of a claim for which notice was not timely made, such agreement shall not be deemed a waiver of the right to enforce notice requirements in connection with any other claim.

Limitations on ENGINEER's Responsibilities:

9.9. Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the Work.

9.10. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed" or terms of like effect or import are used, or the adjective "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used, to describe requirements, decision, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that ENGINEER shall have

authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of paragraphs 9.11 or 9.12.

9.11. ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.12. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractors, or of the agents or employees of any CONTRACTOR or Subcontractor, or of any other persons at the site or otherwise performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK

10.1. Without invalidating the Agreement, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.

10.2. ENGINEER may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on OWNER, and also on CONTRACTOR who shall perform the change promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

10.3. Additional Work performed without authorization of a Change Order will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.14 and except as provided in paragraphs 10.2 and 13.9.

10.4. OWNER may execute appropriate Change Orders covering changes in the Work which are required by OWNER, or required because of unforeseen physical conditions or emergencies, or because of uncovering Work found not to be defective or as provided in paragraph 11.9, or because of any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is recommended by ENGINEER.

10.5. If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be CONTRACTOR's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by OWNER to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain accurate cost data.

11.3. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.9).

11.3.2. By mutual acceptance of a lump sum.

11.3.3. On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a Contractor's Fee for overhead and profit (determined as provided in paragraph 11.6).

Cost of the Work:

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon in advance by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis for their time spent on the Work. Payroll cost shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials

and equipment shall accrue to OWNER and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work. Any such special consultants covered by the Consultants' Competitive Negotiations Act (Section 287.055, Florida Statutes), shall be selected in accordance with such Act.

11.4.5. Supplemental costs including the following:

11.4.5.1. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4. Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any government authority.

11.4.5.5. Deposits lost for causes other than CONTRACTOR's negligence, royalty payments and fees for permits and licenses.

11.4.5.6. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the execution of the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee. If, however, any such loss or damage requires construction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in subparagraph 11.4.1. - all of which are to be considered administrative costs covered by the Contractor's Fee.

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

11.5.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for additional Bonds and insurance required because of changes in the Work).

11.5.5. Costs, including damages, due to the negligence of intentional acts of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

Contractor's Fee:

11.6. The Contractor's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1. A mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2. A fee based on the following percentages of the various portions of the Cost of the Work;

11.6.2.1. For costs incurred under paragraphs 11.4.1. and 11.4.2., the Contractor's Fee shall be ten percent,

11.6.2.2. For costs incurred under paragraph 11.4.3., the Contractor's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten percent, and

11.6.2.3. No fee shall be payable on the basis of costs itemized under paragraphs 11.4.4., 11.4.5. and 11.5.

11.7. The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in costs, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

Adjustment of Unit Prices:

11.8. Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4. and 11.5., CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.9. Where the quantity of Work with respect to any item that is covered by a unit price differs materially and significantly from the quantity of such Work indicated in the Contract Documents, an appropriate Change Order may be issued on recommendation of ENGINEER to adjust the unit price.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME

12.1. The Contract Time may only be changed by a written Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a written Change Order.

12.2. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefor as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional Work as contemplated by Article 7, or fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3. All time limits stated in the Contract Documents are of the essence of the Agreement. The CONTRACTOR shall not be entitled to any claim for damages on account of hindrances or delays from any cause whatsoever, but if occasioned by an act of God, or by any act or omission

on the part of the Owner, such act, hindrance or delay may entitle the CONTRACTOR to an extension of time in which to complete the work which shall be determined by the ENGINEER, provided that the CONTRACTOR will give notice in writing of the cause of such act, hindrance or delay within ten (10) days after its occurrence.

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee:

13.1. CONTRACTOR warrants and guarantees to OWNER that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

Access to Work:

13.2. ENGINEER and ENGINEER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

Tests and Inspections:

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4. If any law, ordinance, rule, regulation, code, or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER's acceptance of a manufacturer, fabricator, supplier, or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Contract Documents shall be paid by OWNER (unless otherwise specified).

13.5. All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR.

13.6. If any Work that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover such Work and ENGINEER

has not acted with reasonable promptness in response to such notice.

13.7. Neither observations by ENGINEER, nor inspections, tests or approvals by others shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the Contract Documents, and in all events in no less than a workmanlike manner.

Uncovering Work:

13.8. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Stop the Work:

13.10. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause of such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

Correction or Removal of Defective Work:

13.11. If required by ENGINEER, CONTRACTOR shall promptly, without cost to OWNER and as specified by ENGINEER, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with nondefective Work.

One Year Correction Period:

13.12. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with nondefective Work. If CONTRACTOR does not promptly comply with the terms of such

instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

Acceptance of Defective Work:

13.13. If, instead of requiring correction or removal and replacement of defective Work, OWNER prefers to accept it, OWNER may do so. In such case, if acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by CONTRACTOR to OWNER.

OWNER May Correct Defective Work:

13.14. If CONTRACTOR fails, within a reasonable time after written notice of ENGINEER to proceed, to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11., or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including any requirements of the progress schedule), OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising his rights under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise his rights under this paragraph. All direct and indirect costs of OWNER in exercising such rights shall be charged against CONTRACTOR in an amount verified by ENGINEER, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER's rights hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

Application for Progress Payment:

14.1. At least ten days before each progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the

Application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER's title to the material and equipment and protect OWNER's interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be as stipulated in the Form of Agreement, Article 5.

CONTRACTOR's Warranty of Title:

14.2. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

Review of Applications for Progress Payment:

14.3. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. OWNER shall, within ten days of presentation to him of the ENGINEER's recommendation of payment, pay CONTRACTOR the amount recommended.

14.4. ENGINEER may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to OWNER. He may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

14.4.1. The Work is defective, or completed Work has been damaged requiring correction or replacement;

14.4.2. Written claims have been made against OWNER or Liens have been filed in connection with the Work;

14.4.3. The Contract Price has been reduced because of Modifications;

14.4.4. OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.14;

14.4.5. Of CONTRACTOR's unsatisfactory prosecution of the Work in accordance with the Contract Documents, including failure to clean up;

14.4.6. Of liquidated damages payable by CONTRACTOR; or

14.4.7. CONTRACTOR's failure to make payment to Subcontractors, or for labor, materials or equipment.

Substantial Completion:

14.5. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall, in writing to ENGINEER, certify that the entire Work is substantially complete and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare a certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment.

14.6. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

Partial Utilization:

14.7. Use by OWNER of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.7.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any part of the Work which OWNER believes to be substantially complete and which may be so used without significant interference with construction of the other parts of the Work. If CONTRACTOR agrees, CONTRACTOR will certify to ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time thereafter CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, ENGINEER will execute and deliver to CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a list of items to be completed or corrected before final payment. OWNER shall have the right to exclude CONTRACTOR from any part of the Work which ENGINEER has so certified to be substantially complete, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

14.7.2. In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, OWNER may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately usable; provided that prior to any such takeover, OWNER and CONTRACTOR have agreed as to the division of responsibilities

between OWNER and CONTRACTOR for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

14.7.3. No occupancy of part of the Work or taking over of operations of a facility will be accomplished prior to compliance with the requirements of paragraph 5.14 with regard to property insurance.

Final Inspection:

14.8. Upon written notice from CONTRACTOR that the work is complete, ENGINEER will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment:

14.9. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents and other documents - all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.13), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

Final Payment and Acceptance:

14.10. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of his obligations under the Contract Documents, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the Application for payment. Thereupon ENGINEER will give written notice to CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.13. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

If the Application and accompanying documentation are appropriate as to form and substance, OWNER shall, within thirty days after receipt thereof pay CONTRACTOR the amount recommended by ENGINEER.

14.11. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

CONTRACTOR's Continuing Obligation:

14.12. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.10, nor any correction of defective Work by OWNER shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents.

Waiver of Claims:

14.13. The making and acceptance of final payment shall constitute:

14.13.1. A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled or unfilled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.8 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it shall not constitute a waiver by OWNER of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and

14.13.2. A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled or unfilled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

Owner May Suspend Work:

15.1. OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and Surety which

shall fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension of work at OWNER's request if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Terminate:

- 15.2. Upon the occurrence of any one or more of the following events:
 - 15.2.1. If CONTRACTOR is adjudged a bankrupt or insolvent;
 - 15.2.2. If CONTRACTOR makes a general assignment for the benefit of creditors;
 - 15.2.3. If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR's property;
 - 15.2.4. If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
 - 15.2.5. If CONTRACTOR repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment;
 - 15.2.6. If CONTRACTOR repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment;
 - 15.2.7. If CONTRACTOR violates any laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
 - 15.2.8. If CONTRACTOR disregards the authority of ENGINEER; or
 - 15.2.9. If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

OWNER may after giving CONTRACTOR and his Surety seven (7) days' written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and demand the Surety to finish the Work by whatever methods he may deem expedient but subject to the approval of OWNER. The Surety shall use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may require. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR and the Surety shall be jointly and severally liable to pay the difference to OWNER. Such costs incurred by OWNER shall be incorporated in a Change Order, but in

finishing the Work OWNER shall not be required to accept the lowest figure for the Work to be performed by the Surety.

15.3. Where CONTRACTOR's services have been so terminated by OWNER, the termination shall not affect any rights of OWNER against CONTRACTOR or the Surety then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4. Upon seven (7) days' written notice to CONTRACTOR and Surety, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed, any expense sustained plus reasonable termination expenses.

CONTRACTOR May Stop Work or Terminate:

15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty (30) days after it is submitted, or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, the CONTRACTOR may, upon seven (7) days' written notice to OWNER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven (7) days' notice to OWNER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of his obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

ARTICLE 16 - MISCELLANEOUS

Giving Notice:

16.1. Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Time:

16.2. When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

General:

16.3. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.15, 13.1, 13.11, 13.14, 14.2, and 15.2, and all of the rights and remedies available to OWNER thereunder, shall be in addition to, and not in limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contractor, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

Liquidated Damages:

16.4. OWNER and CONTRACTOR recognize that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Agreement, plus any extensions thereof allowed in accordance with Article 12. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER the amount stated in the Contract for each day that expires after the time specified in the Contract for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in the Contract or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining Work. In the event the CONTRACTOR is terminated or abandons the Work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

Reports of Investigations and Tests of Subsurface and Latent Physical Conditions:

16.5. Reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which have been relied upon by ENGINEER in preparing the Drawings and Specifications are as listed in the Supplementary Conditions. OWNER will make such reports available for inspection to any Bidder or copies may be obtained from the ENGINEER by the Bidder at reproduction cost. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents.

Performance of Work by CONTRACTOR:

16.6. Contract Assignment. The successful bidder (or bidders) will be required to perform the work as a prime contractor. CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title, or interest therein. CONTRACTOR shall perform on the site and with his own organization work equivalent to not

less than fifty (50%) percent of the total dollar value of the work to be performed under this contract except that work designated in the Supplementary Conditions as specialty work may be performed by subcontractors and the cost of any such specialty work so performed by subcontracts may be deducted from the total contract amount before computing the amount of work required to be performed by CONTRACTOR with his own organization.

Limitation of Remedy and Liability:

16.7 Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner (or by an insurer of the Owner).

All liability of the City allegedly resulting from, arising out of or connected with this Agreement, or from the performance or breach thereof, shall terminate three years from the execution of this Agreement.

Waiver of Right to Jury Trial:

16.8 THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

END OF SECTION

SECTION 00800 SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from, or add to the General Conditions of the Construction Contract (Section 00700). Where any article of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these supplements, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

ARTICLE 16 - MISCELLANEOUS

Section 16.5 – Reports of Investigations and Test of Subsurface and Latent Physical Conditions

Add the following subparagraph:

- 16.5.1 The list of reports of investigations and tests of subsurface and latent physical conditions as referred to in General Conditions Section 16.5 are as follows:

None

Add the following:

16.7 Minimum Requirements for the provision and maintenance of Payment and Performance Bonds, and Contractor's Insurance

In accordance with Resolution 2010-125 as it presently exists or may hereafter change, or applicable state, federal or local law, whichever is stricter, the following minimum requirements have been established:

A. **Payment and Performance Bonds**

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2. (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
- (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall

be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.

- ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
- 3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
- 4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
- 5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
- 6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
- 7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
- 8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
- 9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
- 10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include the following:

- (a)** Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
 \$100,000 Each Employee Bodily Injury by Disease
 \$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the City or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- a. Premises and Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$50,000 Fire Damage (any one fire)

\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$50,000 Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]

* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) Excess Liability

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

C. Requirements for Certificates of Insurance

- (a) With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD

FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

D. Policies of Insurance

- (a) Except as otherwise provided in this Agreement, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
- (b) For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
- (c) All policies of insurance or certificates thereof referred to in this Agreement shall be deposited with the City Clerk.
- (d) The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

END OF SECTION

**CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS**

EQUAL OPPORTUNITY CLAUSE

During the performance of this Agreement, the CONTRACTOR agrees as follows:

- (1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government Agreements or federally assisted construction Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subagreement or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subagreement or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

DAVIS-BACON REQUIREMENTS [This provision is not applicable as HMGP Disaster Assistance Funding is authorized by Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (the Stafford Act), Title 42, United States Code (U.S.C) 5170c]

AGREEMENT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No CONTRACTOR or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under Agreement for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

FEMA or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such Agreement or any other Federal Agreement with the same prime CONTRACTOR, or any other Federally-assisted Agreement subject to the Agreement Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this clause.

4. Subcontractors.

The CONTRACTOR or subcontractor shall insert in any subagreements the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subagreements. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

RIGHTS TO INVENTIONS

Agreements or subagreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Agreements, and Cooperative Agreements. This Agreement incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. CONTRACTOR must include this requirement in all sub-tier Agreements involving experimental, developmental or research work.

CLEAN AIR AND WATER POLLUTION CONTROL

CONTRACTOR agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The CONTRACTOR agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and FEMA.

CONTRACTOR must include this requirement in all subagreements that exceeds \$150,000.

ENERGY CONSERVATION REQUIREMENTS

CONTRACTOR and subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201*et seq*).

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subagreement that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier Agreement

CERTIFICATION REGARDING LOBBYING (Byrd Anti-Lobbying Amendment)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Agreement, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member

of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subagreements, sub-grants, and Agreements under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

END OF SECTION

-6-6-

LIEN WAIVER

The undersigned does hereby certify that through _____, 2021, the undersigned has performed labor and/or furnished materials for the construction of the _____ located at _____ owned by _____, at a price of \$ _____, and in consideration of the payment to the undersigned of such sum, the receipt of which is hereby acknowledged, the undersigned does hereby release and waive all liens and claims to liens which the undersigned may have as a result of the performance of such labor and/or the furnishing of such materials, and that the undersigned has paid in full for all materials purchased by the undersigned in connection with such project and for all labor furnished by the undersigned in connection with such project. The undersigned further certifies that the last date on which the undersigned furnished such labor and/or materials was _____, 2021.

_____ CONTRACTOR

By _____ DATE: _____

TITLE: _____

THE STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____, the _____ of _____, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said corporation, and in capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2021.

Notary Public in and for
said County and State

END OF SECTION

L.W. - 1

SECTION 01010

SUMMARY OF WORK

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

Work Covered by Contract Documents:

Work under this Contract is described as: **Facility Hardening**
Bid Number 2021-12

Installation of new hurricane impact rated windows and doors on five (5) facilities within the City (Ormond Beach City Hall, Police Department, Fleet Operations, Public Works, and The Performing Arts Center).

The Specification Divisions and Drawings are an integrated part of the Contract Documents and as such will not stand alone if used independently as individual Sections, Divisions or Drawings sheets.

The Specifications and Drawings establish minimum standards of quality for this project. They do not purport to cover all details entering into the design and construction of materials or equipment.

The CONTRACTOR is advised that the equipment arrangements as shown on the drawings may vary with different manufacturers and the CONTRACTOR is responsible at no cost to the OWNER for making the changes necessary to accommodate the specific equipment installed.

Omission of a specific item or component part of a system obviously necessary for the proper functioning of the system shall not relieve the CONTRACTOR of the responsibility of furnishing the item as part of the work at no additional cost to the OWNER.

Contracts:

Construct work under a single, unit price contract.

1.02 QUALITY ASSURANCE

Laws and Regulations:

The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, the CONTRACTOR shall give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to ENGINEER, the CONTRACTOR shall bear all costs arising therefrom; however, it shall not be the CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

1.03 JOB CONDITIONS

Taxes:

The CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place of the project.

Permits and Business Tax Receipts:

The CONTRACTOR shall obtain and pay for all construction permits and business tax receipts. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and business tax receipts. The CONTRACTOR shall provide OWNER with copies of all permits prior to commencing work.

The CONTRACTOR shall pay all charges of utility service companies for connections to the work, and the OWNER shall pay all charges of such companies for capital costs related thereto.

It shall be the responsibility of the CONTRACTOR to verify the existence of all necessary permits and business tax receipts prior to the start of work. The OWNER will obtain permits involving interagency agreements, i.e., State Highway Crossing Permits, Railroad Crossing Permits, and similar permits.

Fees for building permits and impact fees are the responsibility of CONTRACTOR.

The CONTRACTOR and each Subcontractor must be Registered with Volusia County or with the City of Ormond Beach. Requirements for registering a business are as follows:

STATE CERTIFIED CONTRACTORS

1. Register with Volusia County Contractor Licensing (386-248-8158)

OR

2. Provide City with:
 - Copy of local business tax receipt (where your business is located)
 - Copy of State License (if applicable)
 - Certificate of Insurance

For additional information regarding registration, permits or business tax receipts, please call: (386) 676-3233

Labor, Materials and Equipment:

The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the Contract Documents. The CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the work or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours, and the CONTRACTOR will not permit overtime work or the performance of work

on Saturday, Sunday or any legal holiday without the OWNER's written consent given after prior written notice to the ENGINEER.

Unless otherwise shown, the CONTRACTOR shall furnish all materials, equipment, labor transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the work.

The CONTRACTOR shall be responsible for all materials furnished by him and shall replace at his own expense all such material found to be defective in manufacture or damaged in handling. This shall include the furnishing of all material and labor required for the replacement of installed material discovered defective prior to the final acceptance of the work.

Contractor Use of Premises:

The CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

The CONTRACTOR shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the ENGINEER with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for material storage.

The CONTRACTOR shall conduct his work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures or work of any kind, including permanent reference markers or property corner markers, or the interruption of utility service, shall be repaired or restored promptly at no additional expense to the OWNER.

The CONTRACTOR shall preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not reasonably interfere with the construction, as determined by the ENGINEER. The CONTRACTOR will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass by equipment. The CONTRACTOR will be liable for, or will be required to replace or restore at no additional expense to the OWNER, all vegetation not protected or preserved as required herein that may be destroyed or damaged.

The CONTRACTOR will not be required to move or remove any utilities except as specifically required by the Drawings and Specifications.

During the progress of the work, the CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from work. At the completion of the work, the CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the OWNER. The CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

The CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the CONTRACTOR subject any part of the work or adjacent property to stresses or pressures that will endanger it.

Subsurface Reports:

None

Notification of Construction:

The CONTRACTOR shall notify, in writing, all residents and businesses adjacent to the project work area of pending construction no later than 48 hours prior to commencement of actual construction. Copies of the written Notice shall be provided to the ENGINEER for approval of wording prior to public distribution.

Notification of Street Closure:

The CONTRACTOR is required to obtain permission from the City Engineer prior to initiating street closures.

In the event a street closure is required, the CONTRACTOR shall notify, in writing, all emergency services and agencies, residents and businesses directly effected by any partial or full street closure caused by the construction no later than 48 hours prior to actual closure.

Below is a list of the agencies that are required to be notified in the event of a street closure:

<u>Agency:</u>	<u>Contact phone number:</u>
EVAC Ambulance Service	(386) 252-4911
Ormond Beach City Hall	(386) 677-0311
Ormond Beach Fire Dept. Administration	(386) 676-3255
Ormond Beach Police Dept. Dispatch	(386) 676-3508
Ormond Beach Public Works Department	(386) 676-3220
Ormond Beach Postmaster (US Postal Service)	(386) 676-0693
Volusia County School Board - Transportation	(386) 239-6360
Volusia County VOTRAN	(386) 756-7496

If a **County** or **State Road** is to be closed, add the following agencies to the list:

Volusia County Department of Public Works	(386) 239-6535
Volusia County Emergency Management	(386) 254-1500
Volusia County Fire Services	(386) 254-4657
Florida Highway Patrol Dispatch	(407) 737-2200

If the closure will last longer than 5 days, the CONTRACTOR shall also notify the general public of such closures by placing an advertisement in the "Area" section of the local newspaper no later than 48 hours prior to the closure. The advertisement shall include information describing the extent of the closure (i.e. between which streets; detour routes, etc.), the date the closure will begin,

and estimated date the road will be reopened. Provide a copy of the proposed notification, for approval by the ENGINEER, before placing the advertisement.

The CONTRACTOR shall maintain full compliance with the traffic regulations found in Paragraph 1.06, Section 01500 of this Contract.

Contractor's Hours of Operation:

Except in the event of an emergency, no work shall be done between the hours of 7:00 P.M. and 7:00 A.M., or on Saturdays and Sundays. If the proper and efficient execution of the work requires operations during the night or on week-ends, the written permission of the ENGINEER shall be obtained prior to starting such items of the work.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01025 MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This section defines the method which will be used to determine the quantities of work performed or materials supplied and establishes the basis upon which payment will be made.

1.02 ESTIMATED QUANTITIES

Where quantities are shown they are approximate and are given only as a basis of calculation upon which the award of the Contract is to be made. OWNER or ENGINEER do not assume any responsibility that the final quantities, nor shall CONTRACTOR claim misunderstanding because of such estimate of quantities. Final payment will be made only for the satisfactorily completed quantity of each item.

1.03 MEASUREMENT STANDARDS

All work completed under the Contract shall be measured according to United States Standard Methods.

1.04 METHOD OF MEASUREMENT

Measurement of Length:

Unless otherwise specified for the particular items involved, all measurements of distance for items to be paid for on the basis of length shall be taken horizontally or vertically.

Measurement of Area:

In the measurement of items paid for on the basis of area of finished work, the lengths and/or widths to be used in the calculations shall be the actual dimensions measured along the surface of the completed work within the neat lines shown or designated. At intersections, the measurement used for length of side area will be measured from the outside edge of the width allowed along the main trench.

1.05 PAYMENT

Lump Sum Items:

Where payment for items is shown to be paid for on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum item within the limits of work shown or specified.

Unit Price Items:

Where payment for items is shown to be paid for on a unit price basis, separate payment will be made for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the work, shall be considered to be included in the scope of the appropriate listed work items.

1.06 COSTS INCLUDED IN PAYMENT ITEMS

No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work.

- Clearing and grubbing (including disposal of material).
- Trench excavation, including necessary pavement removal and removal of vegetative surfaces.
- Dewatering and disposal of surplus water.
- Structural fill, backfill, and grading.
- Replacement of unpaved roadways, grass and shrubbery plots.
- Cleanup.
- Foundation and borrow materials, except as hereinafter specified.
- Testing and placing system in operation.
- Any material and equipment required to be installed and utilized for tests.
- Pipe, structures, pavement replacement, restoration and/or appurtenances included within the limits of lump sum work, unless otherwise shown.
- Maintaining or detouring of the traffic.
- Appurtenant work as required for a complete and operable system.
- Surface restoration including removal and replacement of trees (under 4-inch diameter), shrubs, and sod disturbed by construction activities.
- Relocation and/or replacement of irrigation systems disturbed by construction.
- Relocation and/or replacement of mail boxes disturbed by construction.
- Furnishing adequate sanitary facilities for workers.
- Adjustment of valve boxes.
- Supporting of existing utilities during construction

Cleanup:

CONTRACTOR's attention is called to the fact that cleanup is considered a part of the work of construction. No payment will be made until cleanup is essentially complete.

At the end of each week of construction, the CONTRACTOR shall perform cleaning of the work site, to the satisfaction of the Owner, before proceeding to the next week's scheduled work.

Work Outside Authorized Limits:

No payment will be made for work constructed outside the authorized limits of work.

1.07 APPLICATIONS FOR PAYMENT

Applications for payment shall be prepared by the CONTRACTOR and submitted to the ENGINEER in accordance with the schedule established by the Conditions of the Contract and the Agreement. The applications for payment shall be submitted in the number and form established by the ENGINEER at the Preconstruction Conference. The form shall be completely filled out and executed by an authorized representative of the CONTRACTOR. Supporting data such as schedules of stored materials shall be attached to each copy of the application.

1.08 CHANGE ORDER PROCEDURE

As defined in the General Conditions, a Change Order is a written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time which is issued after the execution of the Agreement.

The following procedure shall be used in processing Change Orders:

For Additions to the Work:

The OWNER shall issue a written order to the CONTRACTOR directing him to accomplish the additional work. The CONTRACTOR shall review the order and if he feels that the additional work entitles him to additional payment or additional time, he may submit a claim as prescribed in the Conditions of the Contract.

For Deletions From the Work:

The OWNER shall issue a written order to the CONTRACTOR directing him to make the change. If the OWNER feels that the Contract price should be reduced as a result of the change, the OWNER shall make a claim for the reduction as provided in the Conditions of the Contract.

Cost of the changes in the work shall be determined in accordance with the requirements spelled out in the Conditions of the Contract. Modifications to incorporate the changes in cost will be made as the amount of any change is determined.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.01 BID ITEMS

Bid Item No. 1 Mobilization/Demobilization

Definition. Mobilization shall be the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by the Contract Documents and applicable laws and

regulations. The cost of bonds, required insurance, permits and any other preconstruction expense necessary for the start of work, excluding the cost of construction materials, shall also be included in this item. Demobilization shall be the work of removing temporary facilities from the site.

Payment. Partial payments for this item will be made in accordance with the following schedule:

<u>Percent of Original Contract Amount Earned</u>	<u>Allowable Percent of the Lump Sum Price for the Item</u>
Contract Approval	25
10	50
25	75
50	100

These payments will be subject to the standard retainage provided in the agreement. Payment of the retainage will be made after successful completion of the work and demobilization.

Bid Item No. 2 General Conditions

Payment for general conditions shall be made at the Contract lump sum price and shall include the CONTRACTOR's overhead costs related specifically to this Contract.

Bid Item No. 3 Permitting

Permitting includes the Contractor's costs related specifically to permitting.

Bid Item No's. 4, 8, 12, 16, 20 Remove Existing Windows

Definition. The removal of existing windows designated on the Project Drawings while abiding by demolition guidelines.

Payment will be made at applicable unit price for removal of existing windows at. The applicable unit price shall be full compensation for all labor, equipment and materials necessary to complete the work in accordance with the plans and specifications.

Bid Item No's. 5, 9, 13, 17, 21 Remove Existing Doors

Definition. The removal of existing doors designated on the Project Drawings while abiding by demolition guidelines. Door hardware such as hinges, bolts, locks(etc.) are to be saved and reused if possible.

Payment will be made at applicable unit price for removal of existing doors at. The applicable unit price shall be full compensation for all labor, equipment and materials necessary to complete the work in accordance with the plans and specifications.

Bid Item No. 6, 10, 14, 18, 22**Furnish and Install Aluminum Impact Windows**

Definition. Furnishing and Installing Aluminum Impact Windows designated on the Project Drawings. Window and frame finishes are to match existing.

Payment will be made at applicable unit price for furnishing and installing the aluminum impact windows. The applicable unit price shall be full compensation for all labor, equipment and materials necessary to complete the work in accordance with the plans and specifications.

Bid Item No. 7, 11, 15, 19, 23**Furnish and Install Aluminum Doors**

Definition. Furnishing and Installing Aluminum Doors designated on the Project Drawings. Door model, frames, and finishes are to match existing.

Payment will be made at applicable unit price for furnishing and installing the aluminum doors. The applicable unit price shall be full compensation for all labor, equipment and materials necessary to complete the work in accordance with the plans and specifications.

END OF SECTION

SECTION 01027
APPLICATIONS FOR PAYMENT

PART 1 – GENERAL

1.01 FORMAT AND DATA REQUIRED

- A. Coordinate the Schedule of Values and Applications for Payment with the CONTRACTOR'S Construction Schedule, Submittal Schedule, and List of Subcontracts.
- B. Schedule of Values: Coordinate preparation of the Schedule of Values with preparation of the CONTRACTOR'S Construction Schedule.
- C. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - 1. CONTRACTOR'S Construction Schedule.
 - 2. Application for Payment forms, including Continuation Sheets.
 - 3. List of subcontractors.
 - 4. List of products.
 - 5. List of principal suppliers and fabricators.
 - 6. Schedule of submittals.
- D. Submit the Schedule of Values at the earliest possible date but no later than 7 days before the date scheduled for submittal of the initial Applications for Payment.
- E. Format and Content: Use the Project Manual table of contents as a guide to establish the format for the Schedule of Values. Provide at least one line item for each Specification Section.
- F. Include the following Project identification:
 - 1. Project name and location.
 - 2. Name of ENGINEER.
 - 3. Project number.
 - 4. CONTRACTOR'S name and address.
 - 5. Date of submittal.
- G. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - 1. Related Specification Section or Division.
 - 2. Description of Work.
 - 3. Name of subcontractor.

4. Change Orders (numbers) that affect value.
 5. Dollar value.
 6. Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
- H. Provide a breakdown of the Contract Sum in sufficient detail to facilitate evaluation of Applications for Payment. Break subcontract amounts down into several line items. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
- I. Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives change the Contract Sum.
- J. Applications for Payment shall be consistent with previous applications and payments as certified by the ENGINEER and paid for by the OWNER.
- K. Payment Application Times: Payment dates are indicated in the Agreement. The period covered by each application is the period indicated in the Agreement.
- L. Payment Application Forms: Use AIA Document G702 and Continuation Sheets G703 as the form for Applications for Payment.
- M. Application Preparation: Complete every entry, including notarization and execution by a person authorized to sign on behalf of the CONTRACTOR. The ENGINEER will return incomplete applications without action.
1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- N. Transmittal: Submit 3 executed original copies of each Application for Payment to the ENGINEER within 24 hours. One copy shall be complete, including waivers of lien and similar attachments.
1. Transmit each copy with a transmittal listing attachments and recording appropriate information related to the application.
- O. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of lien from every entity who may file a lien arising out of the Contract and related to the Work covered by the previous payment.

1.02 INITIAL APPLICATION FOR PAYMENT

- A. Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
1. List of subcontractors.
 2. List of principal suppliers and fabricators.
 3. Schedule of Values.
 4. CONTRACTOR'S Construction Schedule (preliminary if not final).
 5. Submittal Schedule (preliminary if not final).
 6. List of CONTRACTOR'S staff assignments.
 7. Copies of building permits.
 8. Copies of licenses from governing authorities.
 9. Certificates of insurance and insurance policies.
 10. Performance and payment bonds.

1.03 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. When the OWNER requires substantiating data, CONTRACTOR shall submit suitable information, with a cover letter identifying:
1. Project.
 2. Application number and date.
 3. Detailed list of enclosures.
 4. For stored products:
 - a. Item number and identification as shown on application.
 - b. Description of specific material.
- B. Submit one (1) copy of data and cover letter for each copy of application.
- C. Submit requisite number of photographs with each application.
- D. List the name and address of all Subcontractors and Suppliers who have performed work or provided supplies or material for each application.
- E. Submit certified payroll sheets for CONTRACTOR'S forces and all Subcontractors for the month preceding the submitted application.
- F. Submit revised monthly progress schedules with each month's Application for Payment, including cash flow projections.
- G. The CONTRACTOR is to maintain an updated set of drawings to be used as record drawings in accordance with the Contract Documents. AS A PREREQUISITE FOR PAYMENT OF MONTHLY PROGRESS PAYMENTS, THE CONTRACTOR IS TO EXHIBIT THE UPDATED RECORD DRAWINGS FOR REVIEW BY THE OWNER.

1.04 APPLICATION FOR PAYMENT AT SUBSTANTIAL COMPLETION

- A. Following issuance of the Certificate of Substantial Completion, submit an Application for Payment. This application shall reflect Certificates of Partial Substantial Completion issued previously for OWNER occupancy of designated portions of the Work.
- B. Administrative actions and submittals that shall precede or coincide with this application include the following:
 - 1. Occupancy permits.
 - 2. Warranties and maintenance agreements.
 - 3. Test/adjust/balance records.
 - 4. Maintenance instructions.
 - 5. Meter readings.
 - 6. Changeover information related to OWNER'S occupancy.
 - 7. Final cleaning.
 - 8. Application for reduction of retainage and consent of surety.

1.05 FINAL PAYMENT APPLICATION

- A. Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:
 - 1. Completion of Project closeout requirements and submittals including As-Built Survey.
 - 2. Completion of items specified for completion after Substantial Completion.
 - 3. Transmittal of Project construction records to the OWNER.
 - 4. Certified property survey.
 - 5. Proof that taxes, fees, and similar obligations were paid.
 - 6. Removal of temporary facilities and services.
 - 7. Change of door locks to OWNER'S access.

PART 2 – PRODUCTS

(Not Applicable)

PART 3 – EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01040 COORDINATION

PART 1 - GENERAL

1.01 PROJECT COORDINATION

A. The Contractor shall provide for the complete coordination of the construction efforts. This shall include, but not necessarily be limited to, coordination of the following:

1. the work of subcontractors
2. the flow of material and equipment from suppliers
3. the interrelated work with public utilities companies
4. the interrelated work with the Owner where tie-ins to existing facilities are required
5. the effort of independent testing agencies.

B. The Contractor will be allowed the widest practicable latitude in establishing his work plan. Contractor shall submit a plan of work to Owner and Engineer.

1.02 CUTTING AND PATCHING

A. The Contractor shall do all cutting, fitting and patching of his work that may be required to make its several parts come together properly and integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer and the others whose work will be affected.

PART 2 - MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01050 FIELD ENGINEERING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The Contractor shall provide and pay for field engineering service required for the project. Such work shall include survey work to establish lines and levels and to locate and lay out site improvements, structures, and controlling lines and levels required for the construction of the work. Also included are such Engineering services as are specified or required to execute the Contractor's construction methods. Engineers and Surveyors shall be licensed professionals under the laws of the state where the project is located.

1.02 GRADES, LINES AND LEVELS

Existing basic horizontal and vertical control points for the project are those designated on the Drawings. The Contractor shall locate and protect control points prior to starting site work and shall preserve all permanent reference points prior to starting site work and shall preserve all permanent reference points during construction. In working near any permanent property corners or reference markers, the Contractor shall use care not to remove or disturb any such markers. In the event that markers must be removed or are disturbed due to the proximity of the construction work, the Contractor shall have them referenced and reset by a Land Surveyor qualified under the laws of the state of the project.

1.03 LAYOUT DATA

The Contractor shall lay out the work at the location and to the lines and grades shown on the Drawings. Survey notes indicating the information and measurements used in establishing locations and grades shall be kept and furnished with the record drawings for the project.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

01050-1

SECTION 01200 PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

Project meetings shall be scheduled as needed throughout the progress of the work. Those responsible for scheduling the meetings shall prepare the agenda, distribute written notice of each meeting not less than four days in advance of the meeting date, make physical arrangements for the meeting, preside at the meeting, record the minutes (include all significant proceedings and decisions), and reproduce and distribute copies of the minutes to all participants, all parties affected by decisions made, and the Engineer.

Representatives attending the meetings shall be qualified and authorized to act on behalf of the entities they represent.

1.02 PRE CONSTRUCTION CONFERENCE

Before the Contractor starts the work at the site, the Engineer will schedule a preconstruction conference which will be held for review and acceptance of the schedules referred to in Section 01300, to establish procedures for handling shop drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the work.

The date for the start of construction shall be established at this conference.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

01200-1

SECTION 01300 SUBMITTALS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

The type of submittal requirements specified in this section include the following:

- Progress Schedules and Reports
- Product Data
- Shop Drawings
- Manufacturer's Data
- Miscellaneous

Submittals shall be clear and legible, printed or typed. Submittals received that are not so, shall be returned to be resubmitted when in legible form.

1.02 PROGRESS SCHEDULES AND REPORTS

Within 10 days after the effective date of the Agreement, the Contractor shall submit to the Engineer for review and acceptance an estimated progress schedule indicating the starting and completion dates of the various stages of the work, a preliminary schedule of shop drawing submissions, and a preliminary schedule of values of the work. Include subschedules of related activities which are essential to its progress.

Revised schedules shall be submitted periodically as changes become apparent.

Unless other format or use of a network analysis system is required, schedules shall be prepared in the form of a horizontal bar chart. A separate horizontal bar shall be provided for each trade or operation. The first work day of each week shall be identified on the horizontal time scale. Scale and spacing will be such as to allow space for notations and revisions.

Schedules shall show the complete sequence of construction by activity with dates for the beginning and completion of each major element of construction. Projected percentage of completion for each item as of the first day of each month shall be shown.

Progress Reports:

The Contractor shall prepare and submit a monthly progress report. The report shall indicate the progress at the date of submission of each activity shown on his progress schedule. It shall show changes occurring since previous submissions, activities modified since previous submissions, and revised projections of progress and completion. The submittal shall include a narrative report to define: problem areas, anticipated delays, and the impact on the schedule, and corrective action recommended and its effect.

1.03 PRODUCT DATA (Shop Drawings and Manufacturer's Data)

The Contractor shall prepare and submit to the Engineer a schedule of the shop drawings, product data and samples which are required for the work together with anticipated submittal time. Any drawings which require critical timing for maintaining delivery or construction schedules shall be so noted. Shop drawing submittal schedule shall be coordinated with the requirements of construction progress schedules.

Those submittals required under various sections of the specifications, but not listed on the Contract Submittal List shall be submitted as "RECORD SUBMITTALS" and given to the Engineer along with the Record Drawings as specified in Section 01700 - Contract Closeout.

Product data submitted for substitutions shall be handled as specified in Section 01630 - Substitutions and Product Options.

Definitions:

Work-related submittals of this section are categorized for convenience as follows:

Shop drawings include specially-prepared technical data for this project, including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements and similar information not in standard printed form for general application to several projects.

Product data include standard printed information on materials, products and systems; not specially-prepared for this project, other than the designation of selections from among available choices printed in the information.

Miscellaneous submittals related directly to the work (non-administrative) include warranties, maintenance agreements, workmanship bonds, project photographs, survey data and reports, physical work records, quality testing and certifying reports, copies of industry standard, record drawings, field measurement data, operating and maintenance materials, overrun stock, and similar information, devices and materials applicable to the work and not processed as shop drawings, product data or samples.

1.04 GENERAL SUBMITTAL REQUIREMENTS

After checking and verifying all field measurements, the Contractor shall submit to the Engineer for review and approval, in accordance with the accepted schedule of shop drawing submissions, five copies of all shop drawings, which shall have been checked by and stamped with the approval of the Contractor and identified as the Engineer may require. The data shown on the shop drawings will be complete with respect to dimensions, design criteria, materials of construction and like information to enable the Engineer to review the information as required.

The Contractor shall also submit to the Engineer for review and approval with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples will have

been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, and pertinent catalog numbers and the use for which intended. At the time of each submission, the Contractor shall, in writing, call the Engineer's attention to any deviations that the shop drawings or samples may have from the requirements of the Contract Documents.

The Engineer will review and approve with reasonable promptness shop drawings and samples, but the Engineer's review and approval shall be only for conformance with the design concept of the project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident to the work. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor shall make any corrections required by the Engineer and shall return the required number of corrected copies of shop drawings and resubmit new samples for review and approval. The Contractor shall direct specific attention, in writing, to revisions other than the corrections called for by the Engineer on previous submittals. The Contractor's stamp of approval on any shop drawing or sample shall constitute a representation to the Owner and the Engineer that the Contractor has either determined and verified all quantities, dimension, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that the Contractor has reviewed or coordinated each shop drawing or sample with the requirements of the work and the Contract Documents.

Where a shop drawing or sample is required by the Specifications, no related work shall be commenced until the submittal has been reviewed and approved by the Engineer.

The Engineer's review and approval of shop drawings or samples shall not relieve the Contractor from responsibility for any deviations from the Contract Documents unless the Contractor has in writing called the Engineer's attention to such deviations at the time of submission and the Engineer has given written concurrence and approval to the specific deviation, nor shall any concurrence or approval by the Engineer relieve the Contractor from responsibility for errors or omissions in the shop drawings.

Systems to be submitted in the shop drawing submittal shall include but not necessarily be limited to:

1. Each item of equipment and/or materials listed in the project equipment and material schedules;

Certifications:

Whenever a standard of quality is established by a reference specification, the Contractor shall submit a certificate by the manufacturer that the material supplied meets the requirements of both the project and reference specification.

Schedule of Values:

At least 10 days prior to submitting the first Application for a progress payment, the Contractor shall submit to the Engineer a schedule of values of the work. This schedule shall be satisfactory in form and substance to the Engineer. The schedule of values shall include quantities and unit prices aggregating the contract price, and shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon acceptance of the schedule of values by the Engineer, it shall be incorporated into a form of Application for Payment acceptable to the Engineer.

Where estimated quantities and unit prices are shown in the Bid Form as the basis of payment, the quantities shown in the Bid Form are approximate and are given only as a basis of calculation upon which the award of the contract is to be made. The Owner or Engineer do not assume any responsibility that the final quantities will remain in accordance with estimated quantities, nor shall the Contractor claim misunderstanding or deception because of such estimate of quantities. Final payment will be made on the basis of the actual completed quantities of each item.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

**SECTION 01340
SHOP DRAWINGS**

PART 1 -GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall submit to the Engineer for review and approval, such working drawings, shop drawings, test reports and data on materials and equipment, and certificates and affidavits as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. Within twenty (20) calendar days after the effective date of the agreement, The Contractor shall submit to the Engineer a complete materials list of preliminary data on items for which shop drawings are to be submitted. Included in this materials list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way be expressed or implied relief to the Contractor from submitting complete shop drawings and providing material, equipment, etc., fully in accordance with the specifications. This procedure is required in order to expedite final review of shop drawings.
- C. The Contractor shall maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the Owner and the Engineer. This log shall include the following items:
 - 1. Submittal – Description and Number assigned.
 - 2. Date to Engineer
 - 3. Date returned to Contractor (from Engineer).
 - 4. Status of Submittal (Approved, Approved as Noted, Not Approved/Resubmit).
 - 5. Date of resubmittal and return (as applicable).
 - 6. Date material release (for fabrication).
 - 7. Projected date of fabrication.
 - 8. Projected date of delivery to site.
 - 9. Status of O&M manuals submitted.
 - 10. Specification Section.
 - 11. Drawings Sheet Number.

1.02 CONTRACTOR'S RESPONSIBILITY

- A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the drawings and data shall bear Contractor's stamp and signature showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp and signature will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents. If the Contractor takes exception to the specifications, the Contractor shall note the exception in the letter of transmittal to the Engineer. Shop drawings submittals shall not be used as a vehicle for requesting approval of substitute or alternative equipment and materials. Substitution requests will be considered only when submitted in accordance with the applicable provisions of Section 01600.
- B. Determine and Verify:
 - 1. Field measurements
 - 2. Field construction criteria
 - 3. Catalog numbers and similar data
 - 4. Conformance with Specifications
- C. The Contractor shall furnish the Engineer a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
- D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him, by the Engineer, with approval.
- E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than thirty (30) calendar days for checking and appropriate action from the time the Engineer receives them.

- F. All submittals shall be accompanied by a transmittal letter prepared in duplicate containing the following information:
 - 1. Date
 - 2. Project title and number
 - 3. Contractor's name and address
 - 4. The number of each shop drawing, product data, and sample submitted
 - 5. Notification of deviations from contract documents
 - 6. Submittal log number conforming to specification section numbers.
- G. The Contractor shall submit four (4) copies of descriptive or product data submittals to complete shop drawings for the Engineer plus the number of copies which the Contractor requires returned. The Engineer will retain four (4) sets.
- H. The Contractor shall be responsible for and bear all costs of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by Engineer of the necessary shop drawings.
- I. The Contractor shall be fully responsible for observing the need for and making any changes in the arrangement of piping, connections, wiring, manner of installation, etc., which may be required by the materials/equipment he proposed to supply both as pertaining to his own work and any work affected under other parts, headings, or divisions of Drawings and Specifications.

1.03 ENGINEER'S REVIEW OF SHOP DRAWINGS

- A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the specifications, external connections, and dimensions which affect the installation. The Engineer's review and exceptions, if any, will not constitute an approval of dimensions, quantities, and details of the material, equipment, device or item shown.
- B. The review of drawings and schedules will be general, and shall not be construed:
 - 1. as permitting any departure from the Contract requirements;
 - 2. as relieving the Contractor of responsibility of any errors, including details, dimensions and materials;
 - 3. As approving departures from details furnished by the Engineer, except as otherwise provided herein.

- C. If the drawings or schedules as submitted describe variations and show a departure from the contract requirements which Engineer finds to be in the interest of the Owner and to be so minor as not to involve a change in contract price or time for performance, the Engineer may return the reviewed drawings without noting an exception.
- D. When reviewed by the Engineer, each of the shop drawings will be identified as having received such review being so stamped and dated. Shop drawings stamped “NOT APPROVED/RESUBMIT” and with required corrections shown will be returned to the Contractor for correction and resubmittal.
- E. Resubmittals will be handled in the same manner as first submittals. On resubmittals the Contractor shall direct specific attention, in writing or on resubmitted shop drawings, to revisions other than the corrections requested by the Engineer on previous submissions. The Contractor shall make any corrections required by the Engineer.
- F. If the Contractor considers any correction indicated on the drawings to constitute a change to the contract drawings or specifications, the Contractor shall give written notice thereof to the Engineer.
- G. Shop drawings and submittal data shall be reviewed by the Engineer for each original submittal and first resubmittal; thereafter review time for subsequent resubmittals shall be charged to the Contractor in accordance with the terms of the Engineer’s agreement with the Owner.
- H. When the shop drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make not further changes therein except upon written instructions from the Engineer.
- I. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor for resubmittal. Unless otherwise specifically permitted by the Engineer, make all submittals in groups containing all associated items for:
 - 1. Systems
 - 2. Processes
 - 3. As indicated in the specifications sections. All drawings, schematics, manufacturer’s product data, certifications and other shop drawing submittals required by a system specification shall be submitted at one time as a package to facilitate interface checking.

1.04 SHOP DRAWINGS

- A. When used in the Contract Documents, the term “shop drawings” shall be considered to mean Contractor’s plans for materials and equipment which become an integral part of the project. These drawings shall be completed and detailed. Shop drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer’s scale drawing, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data, shall be considered only as supportive to required shop drawings as defined above. As used herein, the term “manufactured” applied to standard units usually mass produced; and “fabricate” means items specifically assembled or made out of selected materials to meet individual design requirements.
- B. Manufacturer’s catalog sheets, brochures, diagrams, illustrations and other standard descriptive data shall be clearly marked to identify pertinent materials, product or models. Delete information which is not applicable to the work by striking or cross-hatching.
- C. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor’s stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.
- D. Each shop drawing shall have a blank area located adjacent to the title block. The title block shall display the following:
 - 1. Project title and number
 - 2. Name of project building or structure
 - 3. Number and title of the shop drawing
 - 4. Date of shop drawing or revision
 - 5. Name of Contractor and subcontractor submitting drawing
 - 6. Supplier/manufacturer
 - 7. Separate detailer when pertinent
 - 8. Specification section
 - 10. Drawing number

- E. If drawings show variations from contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the contract, even though such drawings have been reviewed.
- F. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.
- G. For all mechanical and electrical equipment furnished, the Contractor shall provide a list including the equipment name, and address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.
- H. All manufacturers or equipment suppliers who are proposed to furnish equipment or products shall submit an installation list to the Engineer along with the required shop drawings. The installation list shall include at least five (5) installations where identical equipment has been installed and has been in operation for a period of at least (1) year.
- I. Only the Engineer will utilize the color "red" in marking shop drawing submittals.
- J. Final, approved shop drawings shall be provided in pdf format.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

01340-6

SECTION 01380
CONSTRUCTION PHOTOGRAPHS

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Scope of Work: The Contractor shall employ a competent photographer to take construction record photographs and video recording prior to start of work and periodically during the course of the Work.

1.02 PHOTOGRAPHY REQUIRED

- A. Digital photographs shall be taken in conformance with this Section shall be furnished to the Engineer with each pay request. Failure to comply will result in rejection of pay request.
- B. Digital photographs shall be taken at each of the major stages of construction and as directed by the Engineer.
- C. Digital photographs may be taken by the Contractor's personnel but must be of professional quality as herein specified. Photographs which are deemed unsatisfactory will be rejected and retakes will be required.
- D. Views and Quantities Required:
1. Contractor shall supply Digital pictures on a minimum 4 GB USB Flash Drive. One (1) view of each activity, as directed by the Resident Project Representative, up to a limit of ten activities photographed per month.
 2. One (1) Digital picture of five (5) views of overall Project site monthly including any change of condition, any structural changes, relocation, and all conflicts with utilities, as directed by the Resident Project Representative.
- E. Digital pictures shall contain and comply with the following:
1. The Contractor shall maintain all Digital copies of photos for the entire Project and then shall convey the disks to the Owner at the completion of the Project.
 2. All disks shall be properly labeled with project name, project number, project start and end dates, Contractor's name, and Owner's name for which work was completed.

3. The photographer shall agree to furnish additional disks to Owner and the Engineer at commercial rates applicable at time of purchase.

1.03 COST OF PHOTOGRAPHY

- A. The Contractor shall pay costs for specified Digital photography and any required prints.

PART 2 - PRODUCTS

2.01 DIGITAL PHOTOGRAPH AND/OR PRINTS

- A. Type of Print (if required):
 1. Paper: Single weight, color print paper.
 2. Finish: Smooth surface, glossy.

Size: 4 inch x 6 inch for construction photos.
- B. Identify each photograph with the following (each print shall have information listed on back of each photograph and digital pictures shall have coordinating log sheet with information):
 1. Name of project
 2. Orientation of view
 3. Date and time of exposure
 4. Name and address of photographer
 5. Each photograph shall be numbered in consecutive order.

Note: Digital prints shall be used to clarify as-builts.

PART 3 - EXECUTION

3.01 TECHNIQUE

- A. Factual Presentation.
- B. Correct exposure and focus.
 1. High resolution and sharpness (minimum 800 DPI)
 2. Maximum depth-of-field
 3. Minimum distortion

3.02 VIEWS REQUIRED

- A. Digital photographs shall adequately illustrate condition of construction and state of progress.

1. At successive periods of photography, take at least one digital photograph from the same overall view as previously photographed.
2. Consult with the Engineer at each period of digital photography for instructions concerning views required.

3.03 DELIVERY OF PRINTS

- A. Deliver photographs, on USB Flash Drive with coordinating log, to the Engineer as attachment to Application for Payment. (Flash Drive will become property of Engineer and/or Owner).
- B. Distribution of construction photographs, as soon as processed, is anticipated to be as follows:
 1. Engineer one (1) set.
 2. Project record file one (1) set to be stored by Contractor until the end of the project which shall be delivered with Project Record Documents.
 3. Contractor one (1) set.

PART 4 – CONSTRUCTION VIDEO RECORDING

4.01 SCOPE OF WORK

- A. Furnish all labor, materials and equipment to furnish color audio video recording of the project site as specified herein.
- B. Furnish to the Engineer an original and one copy of a continuous color audio video recording on DVD around the entire project site. The recording shall be taken prior to any construction activity.
- C. The Engineer reserves the right to reject the audio video recording because of poor quality, unintelligible audio or uncontrolled pan or zoom. Any DVD rejected by the Engineer shall be redone at no cost to the Owner. Under no circumstances shall construction begin until the Engineer has received and accepted the audio video DVD(s).
- D. The recording shall be performed by a qualified, established audio video recording firm, knowledgeable in construction practices which have a minimum of one (1) year experience in the implementation of established inspection procedures.

4.02 COLOR AUDIO VIDEO SURVEY

- A. Complete coverage shall include all surface features located within the project site, easement areas, and adjacent private properties covering the extent of the project site to be utilized by the Contractor and will be supported by appropriate audio description made simultaneously with video coverage. Such coverage shall include, but not be limited to, all existing driveways, sidewalks, curbs, ditches, roadways including viaducts, landscaping, trees, culverts, headwalls, and retaining walls, and buildings located within the area. Video coverage shall extend to the maximum height of all structures within this zone.
- B. All recording shall be done during times of good visibility. No recording shall be done during periods of visible precipitation, or when more than ten percent of the ground area is covered with standing water, unless otherwise authorized by Owner.

4.03 AUDIO AND VIDEO

- A. Contractor shall furnish continuous color, audio-video DVD(s) of professional quality.
- B. Pre and post construction recording should be recorded on a DVD –R disk, 4.7 gigabits, recorded in SP mode (120 mins) or better (HQ,HSP), disk must be finalized with no editing of information and must be properly marked with date, location, contractors name, job site, and name of Videographer. The date and time stamp must be visible at all times on image and disk must be stored in an individual sleeve.
- C. Each DVD shall begin with the Owner's name, Contract name and number, Contractor's name, date and location information such as street name, direction of travel, viewing side, etc.
- D. Information appearing on the DVD must be continuous and run simultaneously by computer generated transparent digital information. No editing or overlaying of information at a later date will be acceptable.
- E. Digital information will be as follows:
 - 1. Upper left corner
 - a) Name of Contractor
 - b) Day, date and time
 - c) Name of project
 - 2. Lower left corner
 - a) Route of travel
 - b) Viewing side
 - c) Direction of travel
 - d) Stationing

- F. Time must be accurate and continuously generated.
- G. Engineering station numbers must be continuous, be accurate and correspond to project stationing. The symbols should be the standard engineering symbols (i.e. 16+64).
- H. Written documentation must coincide with the information on the DVD so as to make easy retrieval of location sought for at a later date.
- I. The video system shall have the capability to transfer individual frames of video electronically into hard copy prints or photography negatives.
- J. Audio shall be recorded at the same time as the video recording and shall have the same information as on the viewing screen. Special commentary will be given for unusual conditions of buildings, sidewalks and curbing, foundations, trees and shrubbery, etc.
- K. All DVDs and boxes shall bare labels with the following information:
 - 1. Recording Number
 - 2. Owner's Name
 - 3. Date of Recording
 - 4. Project Name and Number
 - 5. Location and Standing Limit of DVD
- L. Prior to commencement of audio video recording, the contractor shall notify the Engineer in writing when and where the audio video recording will begin. The Engineer may provide a designated representative to accompany and oversee coverage of all recording operations. Audio video recording completed without an Engineer representative present will be unacceptable unless specifically authorized by the Engineer.

END OF SECTION

SECTION 01400 QUALITY CONTROL

PART 1 - GENERAL

1.01 TESTING LABORATORY SERVICES

Arrangements for testing laboratory services will be made by the Owner. Payment for testing to show compliance with specified requirements will be paid for by the Owner. The cost for tests, when materials and workmanship fail to meet specified requirements (failed tests), will be billed directly to the Contractor by the soils testing laboratory, or deducted from monies due the Contractor.

1.02 INSPECTION SERVICES

The authorized representative of all applicable Federal and/or State agencies, including Environmental Protection Agency, Corps of Engineers and Department of Environmental Regulation, shall be permitted to inspect all work, materials, payrolls, records of personnel, invoice of materials, and other relevant data and records. The Owner and his authorized representatives shall be permitted free access and every reasonable facility for the inspection of all work and materials, including the removal or uncovering of such portions of the finished work as may be directed. The Owner and his authorized representative shall also be permitted to inspect payrolls, invoices of materials and other relevant data and records.

1.03 INSPECTION OF WORK AWAY FROM SITE

If work to be done away from the construction site is to be inspected on behalf of the Owner during its fabrication, manufacture or testing or before shipment, the Contractor shall give notice to the Engineer of the time and place where such fabrication, manufacturing, testing or shipping is to be done. Such notice shall be in writing and delivered to the Engineer in ample time so that the necessary arrangements for the inspection can be made.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

01400-1

SECTION 01500 TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

This section specifies the minimum requirements for temporary facilities, utilities to be brought to the site, refuse/waste collection and control required to enable the construction of the project to progress adequately. The providing of adequate facilities at every stage of performing the work is the Contractor's sole responsibility, and is not limited by the requirement of this section.

Except as otherwise indicated, the Contractor may, at his option, provide stand-alone utility plants to provide needed services, in lieu of connected services from available public utilities, provided such stand-alone plant facilities comply with governing regulations. Prior to availability of temporary utility services, provide trucked-in/trucked-out containerized or unitized services for startup of construction operations at the site.

Except as otherwise indicated, the costs of providing and using temporary utility services are included in the Contract Sum.

1.02 TEMPORARY FACILITIES

The types of utility services required for general temporary use at the project site include the following (other specific services may be required for specific construction methods or operations):

- Electrical Power Service
- Water Service (potable for certain uses)
- Sanitary
- Storm Sewer or Open Drainage/Run-off Control
- Refuse/Waste Collection

Temporary Electricity:

The Contractor shall make necessary applications and arrangements and pay all fees and charges for electrical energy for power and light necessary for proper completion of the work and during its entire progress up to time of final acceptance by the Owner. The Contractor shall provide and pay for all temporary switches, connections and meters.

Temporary Water:

The Contractor shall make all necessary application and arrangements, and pay all fees and charges for water necessary for the proper completion of the project up to the time of final acceptance. The Contractor shall provide and pay for any temporary piping and connections.

Temporary Sanitary Facilities:

The Contractor shall provide adequate sanitary facilities for the use of those employed on the work. Such facilities shall be made available when the first employees arrive on the site of the work, shall be properly secluded from public observation, and shall be constructed and maintained during the progress of the work in suitable numbers and at such points and in such manner as may be required or approved.

The Contractor shall provide these portable sanitary facilities “on-site” for use by workers. Transporting workers to the nearest “public” sanitary facility will not be considered an acceptable alternative to these requirements.

The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the site of the work, on the lands of the Owner, or on adjacent property. The cost of providing these sanitary facilities shall be included in the Contractor’s applicable pay items of work and no separate payment shall be made thereof.

Temporary Refuse/Waste Collection

The Contractor shall provide for adequate refuse/waste collection and disposal. City ordinance requires that all rental open-top rolloff container units or rental cubic-yard container units must be rented from the City’s designated solid waste hauler. The solid waste hauler currently under contract with the City is:

Waste Pro of Florida, Inc.
925 South Clyde Morris Blvd.
Daytona Beach, FL 32114
Phone: (386) 788-8890

It will be the Contractor’s responsibility to make all necessary arrangements for refuse/waste collection and disposal. The cost of providing for such refuse/waste collection and disposal shall be included in the Contractor’s applicable pay items of work and no separate payment shall be made thereof.

Termination and Removal:

At the time the need for temporary utility service or a substantial portion thereof has ended, or when its service has been replaced by use of permanent services, or not later than the time of substantial completion, promptly remove the installation unless requested by the Engineer to retain it for a longer period. Complete and restore work which may have been delayed or affected by the installation and use of the temporary utility, including repairs to construction and grades and restoration and cleaning of exposed surfaces. Replace work damaged beyond acceptable restoration.

1.03 TEMPORARY CONTROLS

Noise Control:

The Contractor shall provide adequate protection against objectionable noise levels caused by the operation of construction equipment.

Dust Control:

The Contractor shall provide for adequate protection against raising objectionable dust clouds caused by moving construction equipment, high winds or any other cause.

Water Control:

The Contractor shall provide for satisfactory disposal of surplus water and shall submit a plan to the Engineer for his review prior to initiation and implementation of the plan. Prior approval shall be obtained from the proper authorities for the use of public or private lands or facilities for such disposal.

Pollution Control:

The Contractor shall provide for adequate protection against polluting any public or private lands, lakes, ponds, rivers, streams, creeks, and other such areas, by the disposal of surplus material in the form of solids, liquids, or gases or from any other cause. The Contractor shall provide for adequate refuse/waste collection and disposal as described in Part 1, paragraph 1.02 of this Section.

The Contractor shall evaluate and assess the impact of any adverse effects on the natural environment which may result from construction operations and shall operate to minimize pollution of air, ground or surface waters vegetation, and afford the neighboring community the maximum protection during and up to completion of the construction project.

The Contractor shall take sufficient precautions to prevent pollution of streams, lakes and reservoirs with fuels, oils, bitumens, calcium chloride or other harmful materials. He shall conduct and schedule his operations so as to avoid or otherwise prevent pollution of siltation of streams, lakes and reservoirs and to avoid interference with movement of migratory fish.

All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

Erosion Control:

The Contractor shall not expose, by construction operations, a larger area of erosive land at any one time than the minimum necessary for efficient construction operations, and the duration of exposure of the uncompleted construction to the elements shall be as short as practicable.

Erosion control features shall be constructed concurrently with other work and at the earliest practicable time.

1.04 STORAGE FACILITIES

All products, materials and equipment shall be stored in accordance with the manufacturer's instructions, with seals and labels intact and legible. Products subject to damage by the elements shall be stored in weathertight enclosures. Temperature and humidity shall be maintained within the ranges required by the manufacturer's instructions. Fabricated products shall be stored above the ground on blocking or skids. Products which are subject to deterioration shall be covered with impervious coatings with adequate ventilation to avoid condensation. Loose granular materials shall be stored in a well-drained area on solid surfaces to prevent mixing with foreign matter. Any products which will come in contact with potable water shall be stored off the ground so as to prevent contamination.

Storage shall be arranged in such a manner to provide easy access for inspection. Periodic inspections shall be made of all stored products to assure that they are maintained under specified conditions, and free from damage or deterioration.

After installation, Contractor shall provide substantial coverings as necessary to installed products to protect from damage from traffic and subsequent construction operations. Coverings shall be removed when no longer needed.

1.05 PRESERVATION OF PROPERTY

Preserve from damage all property along the line of the work, or which is in the vicinity of or in any wise affected by the work, the removal or destruction of which is not called for by the plans. Wherever such property is damaged due to the activities of the Contractor, it shall be immediately restored to its original condition by the Contractor at no cost to the Owner.

In case of failure on the part of the Contractor to restore such property, or make good such damage or injury, the Owner may, after 48 hours notice to the Contractor, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due the Contractor under this Contract.

The Contractor shall be responsible for the protection of property, in the areas in the vicinity of the project; and for the protection of his equipment, supplies, materials and work, against any damage resulting from the elements, such as flooding, by rainstorm, wind damage, or other elemental cause resulting from the project configuration. The Contractor shall take all precautions against any such damage occurrence, and shall be responsible for damage resulting from same. The Contractor shall provide adequate drainage facilities, tie-downs, or other protection, throughout the Contract period, for the protection of his, the Owner's, and other properties from such damage.

1.06 TRAFFIC REGULATION

Signs, marking barricades and procedures shall conform to the requirements of the Florida Department of Transportation Manual on Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations.

The Contractor shall maintain one-lane, two-way traffic at all times and maintain customer access to local businesses at all times throughout the course of the work.

The Contractor shall provide and maintain adequate barricades, construction signs, torches, flashers, guards and flagmen as required in pedestrian and vehicular traffic areas. Regulations of local authorities shall be complied with.

The contractor shall provide suitable crossings at street intersections and driveways, and supply such aid as may be required for pedestrians and motorists, including delivery vehicles, to safely negotiate the construction areas.

The Contractor shall carry on the work in a manner that will cause the least interruption in traffic. Closing to through travel of more than two consecutive blocks, including the cross streets intersected will not be permitted without specific authorization from the local authorities. Where traffic must cross open trenches, the Contractor shall provide suitable bridges at street intersections and driveways and provide adequate ingress and egress to dwellings, business facilities, utilities and services. At any time the streets are required to be closed, the Contractor shall notify, in writing, law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. Refer to Section 01010 of these Specifications for "Notification of Construction" and "Notification of Street Closure" requirements.

On completion of work, the Contractor shall remove all debris, excess materials, barricades and temporary work leaving walkways and road clear of obstructions.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01600 MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

Materials and equipment furnished by CONTRACTOR shall be new and shall not have been in service at any other installation unless otherwise provided. Materials and equipment shall conform to applicable specifications and standards and comply with the size, make, type and quality specified, or as specifically approved in writing by ENGINEER.

Manufactured and fabricated items shall be designed, fabricated and assembled in accordance with the best engineering and shop practices. Like parts of duplicate units shall be manufactured to standard sizes and gauges to be interchangeable.

Two or more things of the same kind shall be identical, by the same manufacturer.

Materials and equipment shall be suitable for service conditions shown or specified.

Equipment which requires auxiliary devices or equipment in order to operate properly shall have such auxiliary devices or equipment included as a part of its system.

Equipment sizes, capacities and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.

Materials and equipment shall not be used for any purpose other than that for which it is designed or is specified.

Where existing materials or equipment is specifically shown or specified to be reused in the work, special care shall be used in removal, handling, storage, and reinstallation, to assure proper function in the completed work.

CONTRACTOR shall arrange for transportation, storage and handling of products which require off-site storage, restoration or renovation.

Salvaged Materials. In the absence of special provisions to the contrary, salvaged materials, equipment or supplies are the property of OWNER and shall be cleaned and stored as directed by ENGINEER.

Manufacturer's Instructions. The installation of all work shall comply with manufacturer's written instructions. CONTRACTOR shall obtain and distribute copies of such instructions to parties involved in the installation including two copies to ENGINEER. One complete set of instructions shall be maintained at the job site during installation and until completion. All products and equipment shall be handled, installed, connected, cleaned, conditioned and adjusted in accordance with the manufacturers instructions and specified requirements. Should job

conditions or specified requirements conflict with manufacturers instructions, such conflicts shall be called to ENGINEER'S attention for resolution and revised instructions.

Equipment Guarantee. All mechanical and electrical equipment, together with devices of whatever nature and all components, which are furnished and/or installed by CONTRACTOR shall be guaranteed. The guarantee shall be against manufacturing and/or design inadequacies, materials and workmanship, improper assembly, hidden damage, failure of devices and/or components, excessive leakage or other circumstances which would cause the equipment to fail under normal design and/or specific operating conditions for a period of one year or such longer period as may be shown and/or specified from and after the date of acceptance of the equipment by OWNER. Each piece of equipment, device or component which shall fail within the above specified term shall be replaced with reasonable promptness by CONTRACTOR without cost to OWNER.

Operating Characteristics. Rotating machinery shall be designed and fabricated to provide satisfactory operation without excessive wear and without excessive maintenance during its operating life. Rotating parts shall be statically and dynamically balanced and shall operate without excessive vibration.

Lubrication System. The minimum design criteria for lubrication of moving parts of the equipment shall include one week of continuous operation during which no lubricants shall be added to the system. The system shall also be designed to receive lubricants whether in operation or shut down, and shall not leak or waste lubricants under either condition. The manufacturer's recommendations of grade and quality and a supply of the lubricants so recommended in quantities sufficient to conduct startup and testing operations shall be furnished with the equipment.

Safety Requirements. Screens, guards or cages shall be provided for all exposed, rotating or moving parts in accordance with accepted practices of applicable governmental agencies.

Nameplates. Each major component of equipment shall have the manufacturers name, catalog and/or model number, serial number and applicable performance requirements and characteristics embossed, stamped, or engraved on a stainless steel plate securely attached to the item of equipment.

Anchor Bolts. The manufacturer shall provide stainless steel anchor bolts for each piece of equipment furnished.

1.02 TRANSPORTATION AND HANDLING

Materials and equipment shall be loaded and unloaded by methods affording adequate protection against damage. Every precaution shall be taken to prevent injury to the materials or equipment during transportation and handling. Suitable power equipment will be used and the materials or equipment shall be under control at all times. Under no condition shall the materials or equipment be dropped, bumped or dragged. When a crane is used, a suitable hook or lift sling shall be used. The crane shall be so placed that all lifting is done in a vertical plane. Materials or equipment skid loaded, palletized or handled on skidways shall not be skidded or rolled against materials or equipment already unloaded.

Materials and equipment shall be delivered to the job site by means that will adequately support it and not subject it to undue stresses. Contractor shall promptly inspect the products for damage and defects and conformance with the specification. Materials and equipment damaged or injured in the process of transportation, unloading or handling will be rejected and shall be immediately removed from the site.

1.03 STORAGE AND PROTECTION

All materials and equipment shall be stored in accordance with the manufacturer's instructions, with seals and labels intact and legible. Items subject to damage by the elements shall be stored in weathertight enclosures. Temperature and humidity shall be maintained within the ranges required by the manufacturers instructions. Fabricated items shall be stored above the ground on blocking or skids. Items which are subject to deterioration shall be covered with impervious coatings with adequate ventilation to avoid condensation. Loose granular materials shall be stored in a well-drained area on solid surfaces to prevent mixing with foreign matter. Any items which will come in contact with potable water shall be stored off the ground so as to prevent contamination.

Storage shall be arranged in such a manner to provide easy access for inspection. Periodic inspections shall be made of all stored items to assure that they are maintained under specified conditions, and free from damage or deterioration.

After installation, CONTRACTOR shall provide substantial coverings as necessary to protect installed items from damage, from traffic, and subsequent construction operations. Coverings shall be removed when no longer needed.

PART 2 - MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01630 SUBSTITUTIONS AND PRODUCT OPTIONS

PART 1 - GENERAL

1.01 REQUESTS FOR REVIEW

- A. Requests to review substitute items of material and equipment will not be accepted by the Engineer from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute or equivalent item of material or equipment, the Contractor shall make written application to the Engineer for acceptance, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equivalent substance to that specified and be suited to the same use and capable of performing the same function as that specified. The application will state whether or not acceptance of the substitute for use in the work will require a change in Drawings or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Engineer in evaluating the proposed substitute. The Engineer may require the Contractor to furnish at the Contractor's expense additional data about the proposed substitute. The Engineer will be the sole judge of acceptability, and no substitute will be ordered or installed without the Engineer's prior written acceptance. The Owner may require the Contractor to furnish at the Contractor's expense, a special performance guarantee or other surety with respect to any substitute.

1.02 SUBSTITUTION AFTER EXECUTION OF AGREEMENT

- A. After execution of the Agreement, substitution of materials or equipment supplied by manufacturers or suppliers other than those listed, will be considered only if it is demonstrated by the Contractor that:
1. the material or equipment proposed for substitution is superior in design, construction and/or efficiency to that of the listed manufacturer or supplier;
 2. the material proposed for substitution is in every way equal to that of the listed supplier, and that availability and/or delivery of listed materials within the time frame scheduled cannot be met; or
 3. the material proposed for substitution is in every way equal to that of the listed

supplier and is available at a lower cost. In the event such a substitution is allowed, the Contractor shall accept and execute a Change Order reducing the Contract Price by an amount equal to the cost differential.

1.03 EQUIVALENT MATERIALS AND EQUIPMENT

- A. Whenever materials or equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by the Engineer to determine that the material or equipment proposed is equivalent to that named.
- B. It is not the intent of the Contract Documents to function as proprietary specifications. Where a particular manufacturer make and model are cited and specifically required for interchangeability of parts and/or match existing equipment, this has been so stated in the Specifications.
- C. The standard products of manufacturers other than those specified may be considered when it is demonstrated to the ENGINEER that they are equal in quality, composition, durability, usefulness and convenience for the purpose intended. Requests for substitutions will only be considered, provided the following minimum conditions are met:
 - 1. The proposed coating system shall use an equal or greater number of separate coats to achieve the required dry film thickness.
 - 2. The proposed coating system shall use coatings of the same generic type.
 - 3. All requests for substitutions shall have the directions for application and descriptive literature which includes generic type, nonvolatile content by volume and information confirming that the substitution is equal to the specified coating system.
 - 4. The CONTRACTOR shall provide Certified Laboratory Data Sheets showing the results of complete spectrographic and durability tests performed on the proposed substitute. Tests shall be performed by a laboratory which conforms to the provisions of the American Society for Testing and Materials (ASTM E329) and which is a member of the American Council of Independent Laboratories. Costs incurred in the testing program shall be borne by the CONTRACTOR.

5. The cost of all testing and analyzing of the proposed substitute materials that may be required by the ENGINEER, shall be paid by the CONTRACTOR. If the proposed substitution requires changes in the contract work, the CONTRACTOR shall bear all such costs involved and the costs of allied trades affected by the substitution.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01700 CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

Definition:

Closeout is defined to include general requirements near end of Contract Time, in preparation for final acceptance, final payment, normal termination of contract, occupancy by OWNER and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in sections of Division 2 through 16. Time of closeout is directly related to "Substantial Completion", and therefore may be either a single time period for entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates. That time variation (if any) shall be applicable to other provisions of this section.

1.02 PREREQUISITES TO SUBSTANTIAL COMPLETION

When the CONTRACTOR considers the work to be substantially complete, he shall submit to the ENGINEER: a written notice that the work, or designated portion thereof, is substantially complete; and a list of items to be completed or corrected.

Within a reasonable time after receipt of such notice, the ENGINEER will make an inspection to determine the status of completion.

Should the ENGINEER determine that the work is not substantially complete, the ENGINEER will promptly notify the CONTRACTOR, in writing, giving the reasons. The CONTRACTOR shall remedy the deficiencies in the work and send a second written notice of substantial completion to the ENGINEER. The ENGINEER will reinspect the work.

When the ENGINEER finds that the work is substantially complete, he will prepare and deliver to the OWNER a tentative Certificate of Substantial Completion with a tentative list of items to be completed or corrected before final payment. After consideration of any objections made by the OWNER as provided in Conditions of the Contract, and when the ENGINEER considers the work substantially complete, he will execute and deliver to the OWNER and the CONTRACTOR a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.

When the CONTRACTOR considers the work complete, he shall submit written certification that the Contract Documents have been reviewed, the work has been inspected for compliance with the Contract Documents, the work has been completed in accordance with the Contract Documents, equipment and systems have been tested in the presence of the OWNER's representative and are operational, and the work is completed and ready for final inspection.

With reasonable promptness after receipt of such certification, the ENGINEER will make an inspection to verify the status of completion. Should the ENGINEER consider that the work is incomplete or defective, he will promptly notify the CONTRACTOR, in writing, listing the incomplete or defective work. The CONTRACTOR shall take immediate steps to remedy the stated deficiencies and send a second written certification to the ENGINEER that the work is complete. The ENGINEER will reinspect the work.

Should the ENGINEER perform reinspections due to failure of the Work to comply with the claims of status of completion made by the CONTRACTOR, the OWNER will compensate the ENGINEER for such additional services and the OWNER will deduct the amount of such compensation from the final payment to the CONTRACTOR.

1.03 CLOSEOUT SUBMITTALS

When the ENGINEER finds that the work is acceptable under the Contract Documents, he shall request the CONTRACTOR to make closeout submittals.

The CONTRACTOR's closeout submittals shall include:

1. Evidence of compliance with requirements of governing authorities.
2. Project Record Documents.
3. Evidence of Payment and Release of Liens.
4. Certificate of Insurance for Products and Completed Operations.
5. Warranties and Bonds.

1.04 ADDITIONAL CLOSEOUT REQUIREMENTS

Project Record Documents:

The CONTRACTOR shall keep one Record copy of all specifications, drawings, addenda, modifications, shop drawings, field test records, and samples at the site in good order and annotated in red to show all changes made during the construction process. These shall be available to the ENGINEER for examination and shall be delivered to the ENGINEER for the OWNER upon completion of the work.

Documents and samples shall be stored in the CONTRACTOR's field office apart from documents used for construction. The CONTRACTOR shall provide files and racks for storage of documents, and a locked cabinet or secure storage space for storage of samples. Documents shall be maintained in a clean, dry, legible condition and in good order.

Record Documents shall not be used for construction purposes.

Each Document shall be labeled "PROJECT RECORD" in neat, large printed letters.

Information shall be recorded by the CONTRACTOR, on a daily basis, concurrently with construction progress. No work shall be concealed until required information is recorded on the CONTRACTOR's Record Drawings.

Drawings shall be legibly marked to record actual construction information on: depths of various elements of foundation in relation to finish first floor datum; horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements; location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure; field changes of dimension and detail; changes made by Field Order or by Change Order; and details not on original contract drawings.

Specifications and Addenda shall have each section legibly marked to record: manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed; and changes made by Field Order or by Change Order.

At contract closeout Record Documents shall be delivered to the ENGINEER for the OWNER. The submittal shall be accompanied with a transmittal letter in duplicate, containing:

1. Date
2. Project title and number
3. CONTRACTOR's name and address
4. Title and number of each Record Document
5. Signature of CONTRACTOR or his authorized representative

As-Built Survey Requirements:

(Not Applicable)

Operating and Maintenance Data:

The CONTRACTOR shall compile product data and related information appropriate for OWNER's maintenance and operation of products furnished under the Contract.

The submittals shall include but not necessarily be limited to:

Manufacturer's specifications.

Directions and instructions relating to assembly, installation, operation and maintenance.

Parts list with catalog numbers and other data necessary for ordering replacements.

1.05 WARRANTIES AND BONDS

The CONTRACTOR shall compile and submit to the ENGINEER in duplicate, for review and transmittal to the OWNER, warranties, bonds, service and maintenance contracts as specified in the

respective sections of Specifications. Submittal shall be made within ten days after Substantial Completion and prior to final request for payment.

1.06 FINAL STATEMENT OF ACCOUNTING

The CONTRACTOR shall submit a final statement of accounting to the ENGINEER. The statement shall reflect all adjustments to the Contract Sum:

1. The original Contract Sum
2. Additions and deductions resulting from:
 - Previous Change Orders
 - Deductions for uncorrected work
 - Deductions for liquidated damages
 - Deductions for reinspection payments
 - Other adjustments
3. Total Contract Sum, as adjusted
4. Previous payments
5. Sum remaining due

1.07 FINAL CHANGE ORDER

The ENGINEER will prepare a final Change Order, if required, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.08 FINAL APPLICATION FOR PAYMENT

The CONTRACTOR shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01710 FINAL CLEANING

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

The CONTRACTOR shall execute cleaning, during progress of the work, and at the completion of the work, as required by General Conditions.

Cleaning and disposal operations shall comply with all applicable codes, ordinances, regulations, and anti-pollution laws.

Refer to Section 01500 - Temporary Facilities And Controls for additional requirements.

PART 2 - MATERIALS

The CONTRACTOR shall:

Use only those materials which will not create hazards to health or property and which will not damage surfaces.

Use only those cleaning materials and methods recommended by manufacturer of the surfaces to be cleaned.

Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.01 CLEANING DURING CONSTRUCTION

The CONTRACTOR shall:

Execute periodic cleaning to keep the work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.

Provide on-site containers for the collection of waste materials, debris and rubbish. Rental of refuse/waste containers must fully comply with the requirements of Section 01500 - Temporary Facilities And Controls.

Remove waste materials, debris and rubbish from the site at least once a week and dispose of at legal disposal areas away from the site.

Prior to final completion, CONTRACTOR shall conduct an inspection of work areas, to verify that the entire work is clean.

SECTION 02050 DEMOLITION

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. The work includes, but is not limited to, demolition and removal of the top slabs for lift station valve vaults and wet wells, removal of pumps, piping, electrical controls, wiring and lighting within grassed and landscaped dedicated easements as shown on the drawings.

1.02 QUALITY ASSURANCE

A. Accomplish all demolition work so there is no injury to any persons and no damage to adjacent structures or property. All demolition methods shall be in full compliance with municipal, county, state, and federal ordinances. Demolition work shall comply with the requirements of the Occupational Safety and Health Administration (OSHA).

B. The Contractor shall comply with all municipal, county, state, and federal ordinances regarding the disposal of rubble, scrap metal, and refuse.

C. Demolition procedures shall provide for safe conduct of the work, protection of property which is to remain undisturbed, and coordination with other work in progress.

1.03 JOB CONDITIONS

A. General:

1. It shall be the responsibility of the Contractor to visit the site and inspect the nature and condition of the items to be removed and salvaged before submitting his bid.

B. Dust Control:

1. Control the amount of dust resulting from demolition to prevent the spread of dust to occupied portions of buildings and to avoid creation of a nuisance in the surrounding area. Do not use water when it will result in, or create, hazardous or objectionable conditions such as flooding and pollution.

C. Protection of Existing Work:

1. Protect existing work. Work damaged by the Contractor shall be repaired to match existing work.

1.04 PERMITS AND NOTICES

A. Permits and Licenses: Contractor shall obtain all necessary permits and licenses for

performing the work and shall furnish a copy of same to the Engineer prior to commencing the work. The contractor shall comply with the requirements of the permits.

- B. Notices: Contractor shall issue written notices of planned demolition to Owner, Engineer and businesses or local residents located in the vicinity of the project site. Notices shall be received at least 48 hours in advance of the planned demolition activity.
- C. Utility Services: Contractor shall notify utility companies or local authorities furnishing gas, sewer, water, electrical or telephone to remove any equipment owned by them in structures to be demolished and to remove, disconnect, cap or plug their services to facilitate demolition.

1.05 TRAFFIC AND ACCESS

- A. Conduct demolition and modification operation, and removal of piping and debris to ensure minimum interference with roads, streets and sidewalks both onsite and off site and to ensure minimum interference with occupied or used facilities.
- B. Contractor shall at all times maintain safe and convenient access to the existing site.
- C. Do not close or obstruct streets or walks without permission from the Owner and Engineer. Provide alternate traffic routes around closed or obstructed access ways.

1.06 UTILITIES

- A. Existing utilities to remain in service and protected against damage during demolition operations. This may include the installation/construction of bypass piping where necessary.
- B. Do not interrupt existing utilities serving occupied or used facilities, except when authorized by the Owner and Engineer. Provide temporary services during interruption to existing utilities as required by the Owner.
- C. The Contractor shall cooperate with the Owner to shut off utilities serving the existing facilities as required by demolition operations. If service must be cut off to existing customers, the Owner must have at least three (3) days notice to make necessary preparations.
- D. The Contractor shall be solely responsible for making all necessary arrangements and for performing any necessary work involved in connection with the discontinuance or interruption of all public and private utilities or services under this jurisdiction of utility companies.

1.07 POLLUTION CONTROL

- A. For pollution control, use water sprinkling, temporary enclosures and other suitable methods as necessary to limit the amount of dust and dirt rising and scattering in the air to the lowest level of air pollution practical for the conditions or work. Comply with the governing regulations.

- B. Clean structures and improvements of all dust, dirt and debris caused by demolition operations as directed by the Engineer. Return areas to conditions existing prior to the start of work.

1.08 QUALITY CONTROL

- A. Protect all existing materials and equipment to be salvaged or reused from damage.
- B. Cap or plug all lines to be abandoned.
- C. Leave all exposed ends of all pipe covered and safe.

PART 2 - PRODUCTS

NONE

PART 3 - EXECUTION

3.01 DISPOSAL

- A. Equipment, piping, and materials which are designated to remain the property of the Owner shall be moved to a location designated by the Owner.
- B. All removed materials not specifically designated to remain the property of the Owner shall become the property of the Contractor and shall be removed from the site and disposed of in a lawful manner.
- C. Do not allow debris and rubbish to accumulate on the site. Remove debris and rubbish from the site.

3.02 CLEAN-UP

- A. Clean-up in areas where other work is to be done following demolition shall be as specified in the applicable Sections.
- B. Clean-up the job site in areas where no other work is to be done under this Contract following demolition. Remove all debris and rubbish, temporary facilities, and equipment. Level surface irregularities to eliminate depressions. Leave the work in a neat and presentable condition.

END OF SECTION

3.02 FINAL CLEANING

The CONTRACTOR shall:

Employ skilled workmen for final cleaning.

Remove grease, mastic, adhesives, dust, dirt, stains, and other foreign materials from sight-exposed surfaces.

Broom clean exterior paved surface; rake clean other surfaces of the grounds.

Except as otherwise indicated or requested by the ENGINEER, remove temporary protection devices and facilities which were installed during the course of the work to protect previously completed work during the remainder of the construction project.

Prior to final completion, CONTRACTOR shall conduct an inspection of work areas, to verify that the entire work is clean.

Where extra materials of value remaining after completion of the associated work have become the OWNER's property, dispose or store at the site, as directed by the ENGINEER.

END OF SECTION

SECTION 01740 WARRANTIES

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

All work performed under this contract shall be warranted for labor and materials for a minimum period of one year after date of completion and acceptance of the project. Specific warranties are noted in specific sections.

Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1. Refer to the General Conditions for terms of the Contractor's period for correction of the work.

Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers and subcontractors required to countersign special warranties with the Contractor.

Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.

Reinstatement of Warranty: When work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

Replacement Cost: Upon determination that work covered by a warranty has failed, replace or rebuild the work to an acceptable condition complying with the requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective work regardless of whether the owner has benefited from use of the work through a portion of its anticipated useful service life.

Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights or remedies.

1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
2. Where the Contract Documents require a special warranty, or similar commitment, the Owner reserves the right to refuse to accept the work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

Submit written warranties to the Engineer prior to the date certified for Substantial Completion. If the Engineer's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion, submit written warranties upon request of the Engineer.

END OF SECTION

SECTION 07900

JOINT SEALERS

PART 1 GENERAL

1.1 SUMMARY

- A. System Description: Joint sealers, fillers, and other related materials compatible with one another, with joint substrate, and other adjacent materials including finishes.

B. RELATED SECTIONS

1. 08800 - Glass & Glazing

1.2 REFERENCE STANDARDS, latest edition.

- A. American Society of Testing and Materials (ASTM) – latest edition:
1. ASTM C661 - Standard Test Method for Indentation Hardness of Elastomeric-Type Sealants by Means of a Durometer.
 2. ASTM C834 - Standard Specification for Latex Sealants.
 3. ASTM C919 - Standard Practice for Use of Sealants in Acoustical Applications.
 4. ASTM C920 - Standard Specification for Elastomeric Joint Sealants.
 5. ASTM C1193 - Standard Guide for Use of Joint Sealants.
 6. ASTM C1521 - Standard Practice for Evaluating Adhesion of Installed Weatherproofing Sealant Joints.
 7. ASTM D 1056-Standard Specification for Flexible Cellular Materials-Sponge or Expanded Rubber
 8. ASTM D2240 - Standard Test Method for Rubber Property--Durometer Hardness.
- B. GREENGUARD Product Emission Standard for Children & Schools.
- C. Standard Practice for The Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers, including 2004 Addenda. California Department of Health Services.
- D. SWRI (Sealant, Waterproofing and Restoration Institute): Sealants: The Professional's Guide.

1.3 SUBMITTALS

- A. Shop Drawings: Detail proper joint sealer and backing for the following joints:
1. Vertical and horizontal surfaces at interior and exterior locations.
 2. Traffic areas at interior and exterior locations.

3. Kitchen areas to prevent open holes and crevices that could admit vermin.
- B. Product Data for Sealants: Submit manufacturer's technical data sheets for each product to be used, that includes the following:
1. Proposed location and application.
 2. Physical characteristics, including movement capability, hardness, cure time, and color availability.
 3. Submit manufacturer's certification that all products comply with Standard Practice for The Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers, including 2004 Addenda. California Department of Health Services or GREENGUARD Product Emission Standard for Children & Schools
 4. List of backing materials approved for use with the specific product.
 5. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
 6. Substrates the product should not be used on.
 7. Substrates for which use of primer is required.
 8. Installation instructions, including precautions, limitations, and recommended backing materials and tools.
 9. Sample product warranty.
 10. Certification by manufacturer indicating that product complies with specification requirements.
- C. Product Data for Accessory Products: Submit manufacturer's technical data sheet for each product to be used, including physical characteristics, installation instructions, and recommended tools.
- D. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.

1.4 QUALITY ASSURANCE

- A. Provide single source responsibility for each type of joint materials.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- C. Installer Qualifications: Company specializing in performing the work of this section and with at least three years of documented experience

1.5 WARRANTY

- A. Manufacturer shall provide warranties covering joint sealers for 10 years from date of Substantial Completion.
- B. Contractor shall furnish The City a 2-year written warranty from date of Substantial Completion, covering quality of construction from applicator.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Joint Sealers:

1. Bostick a Division of Arkema.
2. Pecora Corp.
3. Sika Chemical Corp.
4. Sonneborn Building Products.
5. Thoro Systems Products.
6. Tremco Manufacturing Co.
7. W.R. Meadows, Inc.

2.2 JOINT SEALANT APPLICATIONS

A. Scope:

1. Exterior Joints: Seal open joints, whether or not the joint is indicated on the drawings, unless specifically indicated not to be sealed. Exterior joints to be sealed include, but are not limited to, the following items:
 - a. Wall expansion and control joints.
 - b. Joints between door, window, and other frames and adjacent construction.
 - c. Joints between different exposed materials.
 - d. Other joints indicated below.
2. Interior Joints: Do not seal interior joints unless specifically indicated to be sealed. Interior joints to be sealed include but are not limited to the following items:
 - a. Joints between door, window, and other frames and adjacent construction.
 - b. In sound-rated wall and ceiling assemblies, gaps at electrical outlets, wiring devices, piping, and other openings; between wall/ceiling and other construction; and other flanking sound paths.
 - c. Other joints indicated below.
3. Do not seal the following types of joints.
 - a. Intentional weep-holes in masonry.
 - b. Joints indicated to be treated with manufactured expansion joint cover or some other type of sealing device.
 - c. Joints where sealant is specified to be provided by manufacturer of product to be sealed.
 - d. Joints where installation of sealant is specified in another section.
 - e. Joints between suspended panel ceilings/grid and walls.

2.3 SCHEDULES

A. Exterior:

1. Perimeters of exterior openings where frames meet exterior facade of building: Type 1 or 3.
2. Expansion and control joints in exterior surfaces of poured-in-place concrete walls: Type 1 or 3.
3. Expansion and control joints in exterior surfaces of pre-cast tilt-up wall panels: Type 7 (not paintable) or Type 3 (paintable polyurethane).
4. Exterior joints in horizontal wearing surfaces: Type 2 in areas subject to foot and vehicular traffic; Type 3 at plazas, malls, patios etc.
5. Skylights and glazing: Type 5.

B. Interior:

1. Seal interior perimeters of exterior openings: Type 1.
2. Expansion and control joints in interior surfaces of poured-in-place concrete walls: Type 1 or Type 3.
3. Expansion and control joints in interior surfaces of pre-cast tilt-up wall panels: Type 1 or Type 3.
4. Interior control and expansion joints in floor surfaces: Type 1 or Type 2.
5. Perimeters of interior frames: Type 1.
6. Perimeters of bath fixtures: Type 4.
7. Exposed interior control joints in drywall: Type 4.
8. Control joints in drywall, perimeter, and between metal framing and substrate in sound rated partitions: Type 6.

2.4 JOINT SEALANT MATERIALS

- A. Toxicity/IEQ: All joint sealant materials are to comply with Standard Practice for The Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers, including 2004 Addenda. California Department of Health Services or GREENGUARD Product Emission Standard for Children & Schools.

B. Sealant Type 1:

1. Polyurethane base, one-part, chemical curing.
2. Non-sagging type for application in vertical joints.
3. Capable of being immersed in water, withstand movement up to 25 percent of joint width and satisfactorily applied throughout a temperature range of 40 degrees to 90 degrees Fahrenheit.
4. Shore A hardness: Minimum 15, maximum 50.
5. Conforming to Requirements of ASTM C920 Type S Grade NS, Class 25, T, NT, O, M, G, I.
6. Non-staining and non-bleeding.
7. SWRI Sealant Validation.
8. Color: Selected by Project A/E.

C. Sealant Type 2:

1. Polyurethane base, two-part, chemical curing.
2. Self-leveling type for application in horizontal joints.
3. Capable of being continuously immersed in water, withstand movement of up to 25 percent of joint width and satisfactorily applied throughout a temperature range of 40 degrees to 90 degrees Fahrenheit.

4. Uniform, homogenous, and free from lumps, skins, and coarse particles when mixed.
5. Shore A hardness: Minimum 30; maximum 35.
6. Conforming to requirements of ASTM C920 Type M, Grade P, Class 25, Use T, NT, M, G, O, I.
7. Non-staining and non-bleeding.
8. Color: Selected by Project A/E.

D. Sealant Type 3:

1. Polyurethane, two-part, chemical cure.
2. Non-sag type for vertical applications.
3. Capable of being continuously immersed in water; withstand movement up to 50 percent of joint width and satisfactory applied throughout a temperature range of 40 degrees to 90 degrees Fahrenheit.
4. Uniform, homogenous, and free from lumps, skins, and coarse particle when mixed.
5. Shore A hardness: Minimum 30, Maximum 40
6. Conforming to requirements of ASTM C920 Type M, Grade NS, Class 25, Use T, NT, M, G, O.
7. Non-Staining and non-bleeding.
8. Color: Selected by Project A/E.

E. Sealant Type 4

1. Acrylic base, one-part, solvent curing.
2. Capable of being continuously immersed in water, withstand movement up to 7-1/2 percent of joint width and satisfactorily applied throughout a temperature range of 40 degrees to 90 degrees Fahrenheit.
3. Shore A hardness: Maximum 55.
4. Non-staining and non-bleeding.
5. Conforming to requirements of ASTM C834.
6. Color: Selected by Project A/E.

F. Sealant Type 5:

1. Silicone base, one-part, neutral curing.
2. Withstand movement up to 50 percent of joint width and satisfactorily applied throughout a temperature range of 40 degrees to 90 degrees Fahrenheit.
3. Shore A hardness: Maximum 30.
4. Conforming to requirements of ASTM C920, Type S, Grade NS, Class 50, Use NT, M, G, A.
5. SWRI Sealant validation.
6. Color: Selected by Project A/E.

G. Sealant Type 6:

1. Synthetic Butyl Rubber, one-part moisture cure.
2. Non-sag acoustical sealant.
3. Non-hardening, non-bleeding.
4. Unexposed joints only.

H. Sealant Type 7:

1. Silicone base, one-part moisture cure
 2. Shore A hardness:15
 3. Conforming to requirements of ASTM C920 Type S, Grade NS, Class 100/50, Use T, NT, M, G. A and O.
 4. SWRI sealant validation.
 5. Color: Selected by Project A/E.
- I. Accessories: Provide backer rods, joint cleaners, primers, and other necessary materials as recommended by the caulking or sealant manufacturer essential for a complete installation. These include but not limited to the following:
1. Backer Rod:
 - a. Cylindrical cellular foam rod with surface that sealant will not adhere to, compatible with specific sealant used, and recommended by backing and sealant manufacturers for specific applications.
 - b. Preformed material sized to require 25 percent to 50 percent compression upon insertion in joint.
 - c. Do not use materials impregnated with oil, bitumen or similar materials.
 2. Joint Cleaner: Non-corrosive and non-staining type, type recommended by sealant manufacturer; compatible with joint forming materials.
 3. Primer: Non-sagging, that will seal the surfaces and prevent absorption of the vehicle essential to the retention of elasticity by the caulking or sealant compound. As recommended by manufacturers of caulking or sealant used
 4. Masking Tape: Self-adhesive, nonabsorbent, non-staining, removable without adhesive residue and compatible with surfaces adjacent to joints and sealants.

J. Definitions:

1. Interior Wet Areas: Bathrooms, restrooms, kitchens, and food service areas; fixtures in wet areas include plumbing fixtures, food service equipment, countertops, cabinets, and other similar items.
2. Sound-Rated Partition/Assemblies: Walls and ceilings identified as "STC-rated", "sound-rated", or "acoustical".

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify joint dimensions, physical and environmental conditions are acceptable to receive work of this Section.
- B. Verify that backing materials are compatible with sealants.
- C. Verify that joint backing and release tapes are compatible with sealant.

3.2 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.
- E. Concrete Floor Joints That Will Be Exposed in Completed Work: Test joint filler in inconspicuous area to verify that it does not stain or discolor slab.

3.3 INSTALLATION

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surface and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Perform acoustical sealant application work in accordance with ASTM C919.
- D. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.
- E. Install bond breaker backing tape where backer rod cannot be used.
- F. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- G. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range or will be outside that range during the entire curing period, unless manufacturer's approval is obtained, and instructions are followed.
- H. Non-sag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.
- I. Orient sealant to shed water away from the joint and the building.
- J. As work progresses, immediately remove compound that may accidentally flow onto adjoining surfaces using manufacturer's recommended solvent and cleaners. Remove excess material from joints immediately
- K. Concrete Floor Joint Filler: After full cure, shave joint filler flush with top of concrete slab
- L. Protect elements surrounding work of this section from damage or disfiguration
- M. At completion, carefully check all joints for damage and repair-damaged joints
- N. Clean adjoining surfaces

- O. Protect sealants and caulking until cured

3.4 FIELD QUALITY CONTROL

- A. Remove and replace failed portions of sealants using same materials and procedures as indicated for original installation.

3.5 POST-OCCUPANCY

- A. Post-Occupancy Inspection: Perform visual inspection of entire length of project sealant joints at a time that joints have opened to their greatest width, i.e. at the low temperature in the thermal cycle. Report failures immediately and repair.

END OF SECTION

SECTION 08120 ALUMINUM DOORS AND FRAMES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: The work under this Section includes providing aluminum doors and frames.

1.02 QUALITY ASSURANCE

- A. General:
 - 1. Provide stock aluminum work manufactured by a single firm specializing in the production of this type of work, unless otherwise acceptable to the Engineer.
 - 2. Manufacturers offering products to comply with the requirements for aluminum doors and frames include the following or approved equal:
 - a. Alutech Corporation
 - b. Cline Aluminum Doors

1.03 SUBMITTALS

- A. Shop drawings shall indicate elevations, construction details, assembly methods, hardware reinforcement and locations, metal thicknesses, wall conditions and building location. Samples of the required colored anodized finish shall be submitted for approval of the Engineer prior to fabrication of the work.
- B. Provide product approvals showing conformance with Miami-Dade small and large missile impact tests and water infiltration test.
- C. Submit manufacturer's standard color samples for anodized finish for Engineer's selection.
- D. Coordinate door and frame openings and frame depth with precast building supplier for doors that will be used in precast buildings.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Contractors shall deliver, store and handle doors and frames in a manner to prevent metal-to-metal contact.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Aluminum Doors: Doors shall be Cline Aluminum Doors, Alutech Corporation, or approved equal and shall conform to the following specifications:
 - 1. Doors shall be 1 3/4-inch thick aluminum flush doors. The door core shall be a fire retardant polyisocyanurate foam with a minimum insulation R-value of

9. A 1 3/8-inch by 4 1/2 inch by 1/8-inch thick 6063-T5 aluminum alloy tube sub frame shall be provided on all four sides of the door. Door facing shall be 0.040-inch thickness, smooth surface finish, aluminum sheet. Face sheets and insulated core shall be bonded together with a two-part thermosetting adhesive, to form a waterproof, heat and chemical resistant bond. Entire perimeter of door shall be furnished with a special beveled design using 6063-T5 aluminum alloy extrusions.

2. Screws, nuts, washers, bolts, rivets, clips and other miscellaneous fastening devices shall be of aluminum or stainless steel. Pairs of doors shall be equipped with an astragal with weather stripping. Vinyl used for glazing or weatherstripping shall have color to match aluminum as closely as possible and shall be elastomeric type conforming to Government Specifications CS-230-60.
3. Owner shall select door color from manufacturer's standard finishes.
4. Standard of performance shall be Alutech Model 2401.

B. Aluminum Door Frames:

1. Aluminum door frames shall be furnished by the door manufacturer.
2. Door frame member material shall be of an extruded aluminum shape.
3. Aluminum alloy shall be 6063-T5 and of a nominal wall thickness of 1/8-inch. Door frame members shall be of size and shape as shown on the Drawings. Door rabbetts shall allow for 1 3/4-inch door and weatherstripping. Weatherstripping shall be self-locking in integrally extruded grooves in door stop. Weatherstripping shall create a weathertight seal when door is installed properly.
4. Owner shall select door frame color from manufacturer's standard finishes.

C. Vision Panel:

1. Vision panel openings shall be reinforced and glass moldings shall be provided to secure glazing. Moldings shall be mitered and welded into a continuous frame with the exterior size frame welded in place and the loose frame secured with aluminum countersunk screws.
2. Glass for vision panels shall be clear, 9/16-inch thick laminated impact glass. Setting blocks and spacer shims shall be fabricated from neoprene. Vinyl sealant used for glazing shall have color to match anodized aluminum color.

2.02 FABRICATION

- A. Hardware Reinforcements: Hardware reinforcements shall be provided for hinges, door closers and lock locations. All tapped holes for mortised hardware shall be made in factory and plaster guards provided to protect holes in reinforcing plates.
- B. Glazing Channels: Glazing channels for fixed sash transoms and sidelights shall be furnished as detailed on the Drawings and shall match door frames.

- C. Spreaders: Spreaders shall be provided across bottom of all door frames. Frames that become dented, bent, twisted or broken in transit to the job or while stored at the job site shall not be used. Repaired frames will not be acceptable.
- D. Astragal: Pairs of doors shall be equipped with an astragal on the inactive leaf.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Aluminum Door Frames: Frames shall be installed in correctly prepared openings according to the manufacturer's recommended installation specifications and product approvals. They shall be set plumb, square and level in correct alignment with floors, ceilings, walls and other work. They shall be securely anchored and completely ready for operation to produce a watertight job. All joints between frames and masonry shall be tightly caulked and neatly pointed. Excess caulking material shall be removed. It shall be the Contractor's responsibility to protect aluminum frame members from damage during construction.
- B. Door Installation:
 - 1. Doors shall be installed plumb, level and true to line. Hardware shall be applied and adjusted to achieve quiet and smooth operation. Hardware shall be as specified in Section 08710.
 - 2. Door clearances shall not exceed 1/8-inch at jambs, heads, and meeting stiles at pairs of doors. Clearance between bottom of door and finished floor material or threshold shall not exceed 1/4-inch. Frames shall be manufactured and machined to within $\pm 1/32$ -inch for all dimensions.

3.02 PROTECTION

- A. Contractor shall protect installation from damage and touch up scratched areas with same type primer used for shop coats. Damaged work shall be repaired or replaced.

END OF SECTION

SECTION 08520
ALUMINUM WINDOWS

PART 1 GENERAL

1.1 SUMMARY

- A. Furnish and install aluminum windows complete with hardware and related components as shown on drawings and as specified in this section.
- B. Related Sections:
 - 1. 07900 - Joint Sealers.
 - 2. 08800 - Glass and Glazing

1.2 REFERENCES

- A. American Architectural Manufacturers Association (AAMA)/NWWDA 101/IS2 (Latest Edition) - Voluntary Specifications for Aluminum, Vinyl (PVC) and Wood Windows and Glass Doors, latest edition.
- B. AAMA 902 – Voluntary Specifications for Sash Balances.
- C. AAMA CW-10 - Care and Handling of Architectural Aluminum From Shop to Site, latest edition.
- D. American Society for Testing and Materials (ASTM) - latest edition of the following:
 - 1. A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
 - 2. B 221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
 - 3. C509 - Standard Specification for Elastomeric Cellular Preformed Gasket and Sealing Material.
 - 4. D2000 - Standard Classification System for Rubber Products in Automotive Applications.
 - 5. E283 - Standard Test Method for Determining Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen.
 - 6. E330/E330M - Standard Test Method for Structural Performance of Exterior Windows, Doors, Skylight and Curtain Walls by Uniform Static Air Pressure Difference.
 - 7. E331 - Standard Test Method for Water Penetration of Exterior Windows, Skylight, Doors, and Curtain Walls by Uniform Static Air Pressure Difference.
 - 8. E 1105 - Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform or Cyclic Static Air Pressure Difference.
 - 9. F 588 - Standard Test Methods for Measuring the Forced Entry Resistance of Window Assemblies, Excluding Glazing Impact.
- E. Florida Building Code (FBC), latest edition.
- F. American Society of Civil Engineers (ASCE) 7, latest edition.

- G. National Fire Protection Association (NFPA), latest edition.
- H. Florida Fire Prevention Code (FFPC), latest edition.
- I. Federal Specifications and Standards - FS L-S-125 - Screening, Insect, Nonmetallic; Revision B, latest edition.
- J. Society for Protective Coatings: SSPC-Paint 20 - Zinc-Rich Primers (Type I, "Inorganic," and Type II, "Organic").

1.3 DEFINITIONS

- A. Exposed: Any fasteners, anchors, clips, accessories, sealants, etc., visible on the exterior or interior side of a window when in the maximum open position.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Pre-installation Meeting: Before starting work in this section, the Contractor shall convene a meeting that includes the Project A/E, City Project Manager, Contractor's representative and window installer. Agenda shall include review of the following items:
 - 1. Review NOA or Florida Product Approval submittals.
 - 2. Review surface preparation and window installation procedures.
 - 3. Review shop drawing submittals.
 - 4. Review special details and field conditions.
 - 5. Discuss sequence of construction, responsibilities and schedule for subsequent operations.
 - 6. Review "Window Field Leak Test" procedures and requirements.

1.5 SUBMITTALS

- A. Product Data: Manufacturer's specifications and catalog cuts. This information shall include but not be limited to all component dimensions, information on glass and glazing, internal drainage details, descriptions of hardware and accessories, fabrication methods, dimensions of individual components and profiles, hardware, and finishes for each type of product indicated.
- B. Manufacturer's Installation Instructions: Include complete preparation, installation, and cleaning requirements.

C. Shop Drawings:

1. Signed and sealed by a Florida Registered Professional Engineer. Submit to A/E and the Building Code Consultant (BCC).
2. Indicate elevations, sections, details, locations, markings, quantities, materials, jamb conditions, metal thicknesses, sizes, shapes, dimensions and finishes.
3. Indicate locations for installing frames.
4. Indicate methods of assembling, connecting, anchoring, fastening, and bracing.
5. Indicate types, material, finishes, sizes, and locations of hardware.
6. Indicate operable and fixed panels of each window unit.
7. Identify each type of mullion and anchorage system.

D. Any window identified on the drawings as an “emergency rescue” window, shall meet all the requirements for “Windows for Rescue” specified by FFPC, and NFPA 101.

E. Missile Impact Certification:

1. Provide current Miami-Dade County Notice of Acceptance (NOA) or Florida Product Approval, demonstrating compliance with FBC missile impact criteria for High Velocity Hurricane Zone (HVHZ), for window type, size, and configuration indicated on drawings.
2. Comply with calculations, signed and sealed by a Florida registered Professional Engineer, establishing wind velocity pressure values for the specific project, according to FBC and ASCE 7, using Classification Of Buildings Category III, Exposure Category “C” and Importance Factor of 1.15.

F. Calculations/Test Results/Details:

1. Provide wind pressure test results by an nationally recognized testing laboratory (NRTL) demonstrating compliance with applicable HVHZ requirements for supplied window units.
2. Provide Installation details, signed and sealed by a Florida registered Professional Engineer, detailing anchorage system noted and specified to comply with ASCE 7.

G. Samples:

1. Submit two samples, 12 x 12 inch in size, illustrating typical corner construction and accessories, including locks and color finishes.
2. 12" x 12" glass.
3. Sealants: Manufacturer color chart.

H. Maintenance Data: For operable windowsash, operating hardware, weather stripping, window system operators, and finishes to include in maintenance manuals.

I. Forced Entry: Comply with AAMA 1302.5.

J. Warranty certification.

1.6 SYSTEM DESCRIPTION

A. Performance Requirements: Fabricate units to comply with:

1. Design Wind Velocity Pressures: According to ASCE 7, latest edition.
2. Requirements of testing and certification by AAMA/NWWDA 101 for commercial or higher rated windows complying with AAMA/NWWDA 101, Table 2.1 Gateway Performance listed values as determined by ASCE 7, latest edition.
3. Provide double glazed windows with 45 condensation resistance factor, according to AAMA 1502.6.

1.7 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in fabrication of commercial aluminum windows of types required, with no fewer than five years of experience.
- B. Installer Qualifications: Capable of assuming engineering responsibility and performing Work of this Section and who is acceptable to manufacturer. Minimum of five years of experience in the installation of specified assemblies.
 1. Engineering Responsibility: Preparation of data for aluminum windows including the following:
 - a. Shop Drawings based on testing and engineering analysis of manufacturer's standard units in assemblies similar to those indicated for this Project and submission of reports of tests performed on manufacturer's standard assemblies.
- C. Notify inspector within 24-hours after completion of windows to arrange for inspection.
- D. Do not conceal anchors and connections until inspection is complete.
- E. Exposed fasteners, when the window is in a closed or opened position, shall be tamperproof.
- F. Coordination of Fabrication:
 1. Check actual window openings in construction work by accurate field measurement before fabrication. Show recorded measurements on final shop drawings.
 2. Coordinate fabrication schedule with construction progress as directed by Contractor to avoid delay of work.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Comply with requirements of AAWA CW-10.
- B. Deliver packaged materials in manufacturer's original, unopened, labeled containers.
- C. Protect finished surfaces with wrapping paper or strippable coating during installation. Do not use adhesive papers or sprayed coatings that bond to substrate when exposed to sunlight or weather.
- D. Store items to prevent damage to materials or structure and in approximate order of use to avoid excessive re-handling.
- E. Repair damaged materials and replace materials that cannot be repaired to original condition. Replace warped materials.

- F. Protect exposed surfaces of metal with removable covering to prevent damage to finish. Protect metal while adjacent painting and caulking are being performed.

1.9 WARRANTY

- A. Submit written warranty, signed jointly by manufacturer, installer, and Contractor, agreeing to replace aluminum window units that fail in materials or installations within 3 years after substantial completion. The 3 parties jointly and separately are responsible for the installation for the warranty period.
- B. Failure of materials or installation shall include, but not be limited to, excessive leakage or air infiltration, excessive deflections, faulty operation of sash, deterioration of finish or metal in excess or normal weathering, and defects in hardware and weather-stripping, failure of glass seal, including interpane dusting or misting.

PART 2 PRODUCTS

- A. Missile Impact Resistant Louverless Windows, as indicated on the Plans, using certified missile impact resistant glass.
 - 1. Sol-A-Trol Aluminum Products.
 - 2. Traco Windows
 - 3. EFCO Corp.
 - 4. Winco Window Co.
 - 5. Innovative Window Concepts (IWC).
 - 6. Kawneer Company, Inc.
 - 7. Trulite Window and Door Solutions
 - 8. Construction Glass Industries (CGI).
 - 9. YKK AP America Inc.
 - 10. ES Windows
 - 11. PGT
 - 12. Florida Impact Windows
 - 13. RC Aluminum Industries Inc.
 - 14. International Window Corporation (IWC)
 - 15. CRL-US Aluminum Industries
 - 16. Mr. Glass Doors and Windows Inc.
 - 17. Other A/E Accepted equivalent.

2.2 MANUFACTURED UNITS

- A. Missile Impact Resistant Louverless Windows:
 - 1. Impact resistant windows shall comply with Miami-Dade County NOA or Florida Product Approval requirements.
- B. Emergency Rescue Openings, where designated on the drawings, shall comply with FBC, ADA and NFPA 101.

2.3 COMPONENTS

- A. Aluminum Extrusions: 6063-T5, commercial alloy, minimum 22,000 psi ultimate tensile strength and minimum 0.062" thickness at any location for main frame and sash members.
- B. Assembly shall have current Miami-Dade County NOA for impact resistance (both large and small missile impact) and comply with wind pressures as required by drawings, FBC, and ASCE 7. Assembly shall bear a permanent label affixed to the product according to FBC.
- C. Air Infiltration: System shall have an air intrusion less than 0.3 cf/min/sq. ft. @ an inward test pressure of 6.24 PSF (300 Pa), when tested according to AAMA/WDMA 101/I.S.2/NAFS.
- D. Locks shall be of compatible materials that are corrosion resistant and sufficient strength to pass AAMA 1302.5 forced entry test. Locks shall be readily accessible for service.
- E. Unit shall have minimum 3/4" wide aluminum flange around 100% of the perimeter. Unit shall be set in a full bed of sealant against the 3/4" lip in the masonry opening.
- F. Windows:
 - 1. Aluminum Windows: Extruded aluminum frame and sash, factory fabricated, factory finished, with operating hardware, related flashings, and anchorage and attachment devices.
 - a. Fabrication: Joints and corners flush, hairline, and weatherproof, accurately fitted and secured; prepared to receive anchors; fasteners and attachments concealed from view; reinforced as required for operating hardware and imposed loads.
 - b. Perimeter Clearance: Minimize space between framing members and adjacent construction while allowing expected movement.
 - c. Movement: Accommodate movement between window and perimeter framing and deflection of lintel, without damage to components or deterioration of seals.
 - d. System Internal Drainage: Drain to the exterior by means of a weep drainage network any water entering joints, condensation occurring in glazing channel, and migrating moisture occurring within system.
 - 2. Sizes and Profiles:
 - a. Fabricate to sizes and profiles indicated on final shop drawings.
 - b. Details in drawings are based upon standard details by one or more manufacturers.
 - c. Similar details by other manufacturers will be acceptable, provided they comply with size requirements, minimum/maximum profile requirements, and referenced performance standards and are approved by the A/E.

3. Glass and Glazing:
 - a. Windows shall be factory glazed.
 - b. Glass color to be determined by A/E.
 - c. Glass assembly shall comply with Miami-Dade County NOA and/or Florida Product Approval, as necessary to meet specified Design Pressures and Missile Impact requirements.
 - d. Comply with requirements of Section 08800, in addition to requirements of ANSI/AAMA 101.
 - e. Glazing compound shall be structural silicone as recommended by window manufacturer.
 4. Provide subframes with anchors for window units as shown, of profile and dimensions indicated (minimum 0.062" thickness extruded aluminum) with mitered or coped corners, welded and dressed smooth or with concealed mechanical joint fasteners. Finish to match window units. Seal joints on inside with sealant.
 5. Fabricate components with smallest possible clearances and shim spacing around perimeter of assembly that will enable window installation and dynamic movement of perimeter seal.
 6. Provide internal drainage of glazing spaces to exterior through weep holes.
- G. Fasteners:
1. Aluminum, nonmagnetic stainless steel, or other materials warranted by manufacturer to be non-corrosive and compatible with aluminum window members, trim, hardware, anchors, and other components of window units.
 2. Reinforcement: Fasteners screw-anchored into aluminum less than 0.125" thick, shall have interior reinforced with aluminum or nonmagnetic stainless steel to receive screw threads, or provide standard non-corrosive pressed-in splined grommet nuts.
 3. Exposed fasteners, when the window is in a closed or opened position, shall be tamperproof.
 4. Do not use exposed fasteners except for application of hardware.
 5. Exposed fasteners shall match finish of adjoining metal.
- H. Anchors, Clips and Window Accessories: Depending on strength and corrosion-inhibiting requirements, fabricate units of aluminum, nonmagnetic stainless steel, or hot-dip zinc coated steel complying with ASTM A123. Exposed items shall match the window frame color.
- I. Compression Glazing Strips and Weather-stripping: Molded neoprene gaskets complying with ASTM D2000 designation 2BC415 to 3VC620, or molded expanded neoprene gaskets complying with ASTM C509, Grade 4.
- J. Sealant:
1. Seal frame joints, completely filling voids, flush with exposed surfaces. Provide type recommended by window manufacturer for joint size and movement, to remain permanently elastic, non-shrinking, and non-migrating.
 2. Comply with Section 07900 for materials and installation of sealants.
 3. Color shall be as selected by A/E.

- K. Friction Shoes: Nylon or other non-abrasive, nonmetallic, non-staining, non-corrosive durable material.
- L. Balance Mechanism:
 - 1. Spring loaded, with adjustable tension control.
 - 2. Balances shall be high performance balances, of appropriate size and capacity to hold sash in position in accordance with AAMA 101 and AAMA 902.
 - 3. Balances shall meet all minimum AAMA 902 Class 5 requirements.
 - 4. Balances shall be attached to a locking carrier that slides on extruded rails in the jamb channels.
- M. Mullions:
 - 1. Provide mullions and cover plates as shown, matching window units, and complete with anchors for support and installation.
 - 2. Allow for erection tolerances and provide for movements of window units due to thermal expansion and building deflections.
- N. Finish for Windows and Window Components:
 - 1. At locations within one mile from a saltwater coastline: AAMA 2605 PVDF (polyvinylidene fluoride) coating with 70 percent resin, such as Kynar 500, or Hylar 5000. Color to be as selected by A/E.
 - 2. At locations greater than one mile from a saltwater coastline: Anodized: NAAMM AA-C2241, Class I, minimum 0.7 mils, natural aluminum color (or color to be as selected by A/E).

PART 3 EXECUTION

3.1 MOCK-UP

- A. Prior to fabrication of windows and as early in the Project as possible, agree with A/E on a location to provide a full-window Mock-up. Window Mock-up shall include windows and components of one full opening from block wall to block wall and include Mid Mullions, sills and all other components required for a full installation.

3.2 INSPECTION

- A. Verify that openings are dimensionally within allowable tolerances, plumb, level, clean, provide a solid anchoring surface, and are in accordance with approved shop drawings.

3.3 INSTALLATION

- A. Install windows according to manufacturer's printed instructions, Miami-Dade County NOA or Florida Product Approval and accepted shop drawings, under direct supervision of manufacturer's representative.
- B. Bed windows with sealants, mastic, or glazing tapes to masonry lip, concrete/precast lip, or wood buck as applicable and secure according to Miami-Dade County NOA or Florida Product Approvals.

- C. Separate aluminum from masonry and ferrous metals by use of bituminous coating or gasketing to eliminate possibility of corrosion from electrolytic action.
- D. Erect windows plumb, level, and true.
 - 1. Do not distort windows by erection screws or fittings.
 - 2. After window erection, apply an even spray coat of liquid wax to window surfaces for protection against stains and scratches.
- E. Protect work from corrosion. Prime coat concealed steel stiffeners, anchors, brackets, fasteners, and the like before installation and seal joints between window frames and building tightly and continuously.
- F. Maintain wire or clips holding ventilators closed in place until windows are completely erected and hardware is attached.
- G. Touch-up nicks and scratches on window frames, using manufacturer's approved touch-up coating matching finish color of frame.

3.4 FIELD QUALITY CONTROL

- A. A "Window Field Leak Test" shall be conducted by the Contractor at no cost to The City. Leak test shall be performed by a qualified testing agency certified in the State of Florida. Contractor shall notify the A/E and the Project Manager present. The "Window Field Leak Test" sequence that shall be conducted as follows:
 - 1. The initial test series shall be performed after the first factory-glazed operable window assembly has been installed at the site. The window assembly and its installation shall follow all of the requirements in the Contract Documents. After the assembly and installation have met all of the requirements for the "Window Field Leak Test" and been approved, it shall be used as the "standard" window mock-up.
 - 2. The goal shall be to determine, as early as possible, if the installation is being done correctly and to let the installer apply what is learned to succeeding window installations. The test will identify leaking within the window and leaking between the window and the surrounding construction. An outside consultant is not required to conduct the test. The Contractor and the installer shall conduct the Window Field Leak Test. A hose and a nozzle shall be utilized to conduct the test.
 - 3. The Contractor shall conduct the initial test and as many re-tests of the initial window assembly as needed, until a leak-free assembly and installation is attained. After the second failed test, the Contractor may be back-charged for all City expenses generated by further tests, at the discretion of The City Project Manager.
 - 4. At the start of the initial test the glazed window assembly shall have been shimmed and fastened in the opening over blocking bedded in sealant as required by the window specifications. The flange at the perimeter of the window frame shall be set in a full bed of sealant. All interior finishes, such as the gypsum board and window stool, shall not yet have been installed against the window frame so that all water intrusions can be identified.
 - 5. A representative from the Contractor, window installer, window producer, City Project Manager, and the A/E shall be present during the testing. The Contractor or window installer shall operate the hose nozzle for the testing.
 - 6. The test will be performed in two 5-minute phases with a brief conference between phases. A 5/8-inch garden hose and straight, adjustable brass nozzle shall be used for the test. Set the nozzle to produce an 8 in. to 10 in. diameter pattern at an 8 ft to

10 ft distance from the window. Ascertain and note the water pressure where water from a public source enters the hose, preferably 45 PSI to 55 PSI. If a permanent water source is not available at the time that the test needs to be conducted the contractor shall supply equipment to achieve the required 45 PSI to 55 PSI. The contractor shall spray water against the window while the City PM instructs the nozzle holder. The A/E shall observe and note any leaks or other signs of water intrusion at the interior side of the window. Other parties may observe the testing.

- a. For two minutes, spray the perimeter of the window opening, moving slowly, for 2 circuits, directing slightly more than half of the hose stream just within the window perimeter.
 - b. For one minute, spray the joints within the window opening, moving slowly along the vent joints, and the mullion joints.
 - c. For one minute make another circuit around the perimeter and along all joints.
 - d. Shut off the nozzle while the City PM and the A/E confer in presence of other parties to review what the test has revealed. If the test is inconclusive it shall be repeated.
 7. The test shall be adjusted to meet the actual window size. The test procedure above is designed for window assemblies/units that are 24 sf to 40 sf. When the window is less than 24 sf, reduce the 2 minutes to 1-1/2 minutes, and 1 minute to 45 seconds. If the window is 40 sf to 70 sf, expand 2 minutes to 3 minutes, and 1 minute to 1-1/2 minutes. If the window is 70 sf to 120 sf, expand the time to 3-1/2 minutes, and 1-3/4 minutes.
 8. If the mock-up window unit allows any water penetration the contractor shall remove the unit completely and re-install the entire window assembly again at no cost to the City. The Window Field Leak Test shall be repeated as many times as required to produce a result that is free of any water intrusion as determined by all parties.
 9. The mock-up must prevent any and all water intrusion before the installation of the remaining windows is permitted.
 10. The "Window Field Leak Test" shall continue when all of the window installations have been completed for a building elevation or section of a building. The A/E shall select 10% of the total window area from each building section or elevation to conduct the Window Field Leak Test. The 10% selected shall represent window assemblies from all of the floors and locations within the test zone. All of the procedures detailed above shall be followed when testing each window assembly selected by the A/E. If during the window leak-testing, the windows that are tested fail to keep water from entering the building, the A/E may direct the Contractor, at the Contractor's own expense, to perform the window field leak-test on additional windows beyond the 10% of the windows originally selected by the A/E, until all installations are free from any water intrusion.
 11. Comply with Section 08800 for cleaning and maintenance.
- B. Protection: Provide protection to prevent damage to window units.
- 3.5 ADJUSTING AND CLEANING
- A. Adjust operating sash and hardware to provide tight fit at contact points and at weather-stripping, and to ensure smooth operation and weather-tight closure.
- B. Cleaning:
1. Clean surfaces promptly after installation of windows, exercising care to avoid

- damage to protective coatings and finishes.
 - 2. Remove excess glazing and sealant compounds, dirt, and other substances.
 - 3. Lubricate hardware and moving parts.
 - 4. Clean glass of pre-glazed units promptly after installation of windows, using methods acceptable to sealant and window manufacturer.
 - 5. Comply with Section 08800 for cleaning and maintenance.
- C. Protection: Provide protection to prevent damage to window units.

END OF SECTION

SECTION 08800 GLASS AND GLAZING

PART 1 GENERAL

1.1 SUMMARY

A. Related Sections:

1. 08120 - Aluminum Doors and Frames.
2. 08520 - Aluminum Windows.

1.2 REFERENCES

- A. Florida Building Code (FBC), latest edition.
- B. American Society of Civil Engineering (ASCE) 7 – latest edition.
- C. Flat Glass Marketing Association (FGMA): Glazing Manual, latest edition.
- D. CPSC Standard 16CFR 1201 Category II.
- E. American Society for Testing and Materials (ASTM) – latest edition of the following:
1. C1036 - Standard Specification for Flat Glass.
 2. C1048 - Standard Specification for Heat-Treated Flat Glass-Kind HS, Kind FT Coated and Uncoated Glass.
 3. C1172 - Standard Specifications for Laminated Architectural Flat Glass.
 4. E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
 5. E163 - Standard Methods of Fire Tests of Window Assemblies.
- F. ANSI Z97.1 - Safety Performance and Methods of Test for Safety Glazing Materials Used in Buildings.

1.3 SUBMITTALS

- A. Product Data: Manufacturer's specifications, recommendations for setting blocks, spacers and edge clearance, and installation instructions.
- B. Color Charts: For preformed glazing materials and glazing sealant.
- C. Samples: For the indicated products, in the form of 12-inch square samples for glass and of 12-inch (300-mm) long samples for sealants. Install sealant samples between two strips of material representative in color of the adjoining framing system.

D. Certification:

1. Certification of tempered and laminated glass complying with Consumer Product Safety Commission 16CFR 1201-CII.
2. Certification of Miami-Dade County Notice of Acceptance (NOA) or Florida Product Approval demonstrating compliance with FBC missile impact criteria.
 - a. Comply with calculations, signed and sealed by a Florida registered Professional Engineer, establishing wind velocity pressure values for the specific project according to FBC and American Society of Civil Engineers (ASCE) 7, and using Classification of Buildings Category III, Exposure Category "C", and a wind load Importance Factor of 1.15.
3. Product Certificates: Signed by manufacturers of glass and glazing products certifying that products furnished comply with all requirements.

1.4 QUALITY ASSURANCE

A. Labels:

1. Label each unit of glass with manufacturer's sticker showing quality, grade, thickness, and type of glass.
2. Labels shall remain in place until approval by the A/E.

B. Trademarks: Each panel of tempered glass shall bear the manufacturer's trademark.

C. Glass of each type shall be supplied by the same manufacturer.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Glazing:

1. Guardian.
2. LOF, Libby-Owens-Ford.
3. Pilkington.
4. PPG.
5. St.Gobain Architectural Glass Products.
6. Viracon.

B. Missile Impact Resistant Glazing:

1. Saf-Glas by Security Impact Glass.
2. Accepted equivalent as per NOA or Florida Product Approval.

B. Glazing Sealant:

1. Dow Corning 999-A Silicone Building and Glazing Sealant.
2. General Electric Contractors 1000 Sealant.
3. Other A/E accepted equivalent per window manufacturer's recommendation.

- C. Backer Rod: Dow Corning Ethafoam SB polyethelene cord or butyl rubber foam cord.
- D. Edge Protection Tape for Laminated Glass: "Scotch Brand Cellopane Tape", manufactured by 3M Company.
- E. Moisture-Resistant Paint for Frameless Mirror Glass: Palmer Products Corp., Mirro-Bac Paint.
- F. Bond Sealer Coat for Mirrors: Palmer Products Corp., Mirro-Mastic Bond.
- G. Mirror Adhesive: Palmer Products Corp., Mirro-Mastic.
- H. Security Film: Madico (Protekt), Profilon (P100, P200), or 3M (SH4 CLAR).

2.2 MATERIALS

- A. Tempered Glass: Comply with ASTM C1036 and further processed according to ASTM C1048, Kind FT, which has been fully tempered by the manufacturer's standard horizontal process. Minimum thickness of 1/4".
- B. Missile Impact Resistant Glazing:
 - 1. Thickness: 0.060" (minimum), but not less than required to meet current FBC missile impact criteria for High Velocity Hurricane Zone (HVHZ), for window type, size, and configuration indicated on drawings.
 - 2. Clear interlayer between two heat-strengthened glass, clear inboard, outboard tint to be selected by A/E.
- C. Tint Color: To be selected by A/E from manufacture's full range of custom colors.
- D. Summer Daytime U-Value: 95 btu/sq. ft. x h x deg. F.
- E. Laminated Glass: Two sheets of equal thickness clear heat strengthened glass according to ASTM C1036, Type I, Class 1, Quality q3 permanently laminated with a 0.060 inch thick sheet of clear polyvinyl butyral.
- F. Glazing Materials:
 - 1. Glazing Sealant: Curing type gunable elastomeric sealant complying with TT-S-001543A, Type II Class A. Color as selected by A/E.
 - a. Glazing sealants for use with insulating glass units shall be approved by the fabricator of the insulating glass units.
 - 2. Unshimmed Glazing Tape: Butyl-polyisobutylene with 20 to 30 "Shore A" hardness, self-sticking; Color as selected by A/E.
 - 3. Pre-Shimmed Glazing Tape: Butyl-polyisobutylene with built-in synthetic rubber spacer; 20 to 30 "Shore A" hardness, self-sticking.
 - 4. Setting Blocks: Solid neoprene, 80 to 90 Shore A durometer hardness; sizes as required.
 - 5. Edge Blocks: Solid neoprene, 60-70 Shore A durometer hardness; sizes as required.
 - 6. Shims: Solid neoprene, 40 to 60 Shore A durometer hardness; sizes as required.
 - 7. Glazing Gaskets: Compression gaskets, closed cell, neoprene, EPDM or silicone

rubber composition designed to provide a water-resistant seal between glass and frame.

8. Primers and Cleaning Agents: Type recommended by the sealant, glass, and glazing accessories manufacturer.

PART 3 EXECUTION

3.1 INSPECTION

- A. Verify glazing frames are acceptable for the correct installation of glass and glazing accessories.

3.2 INSTALLATION

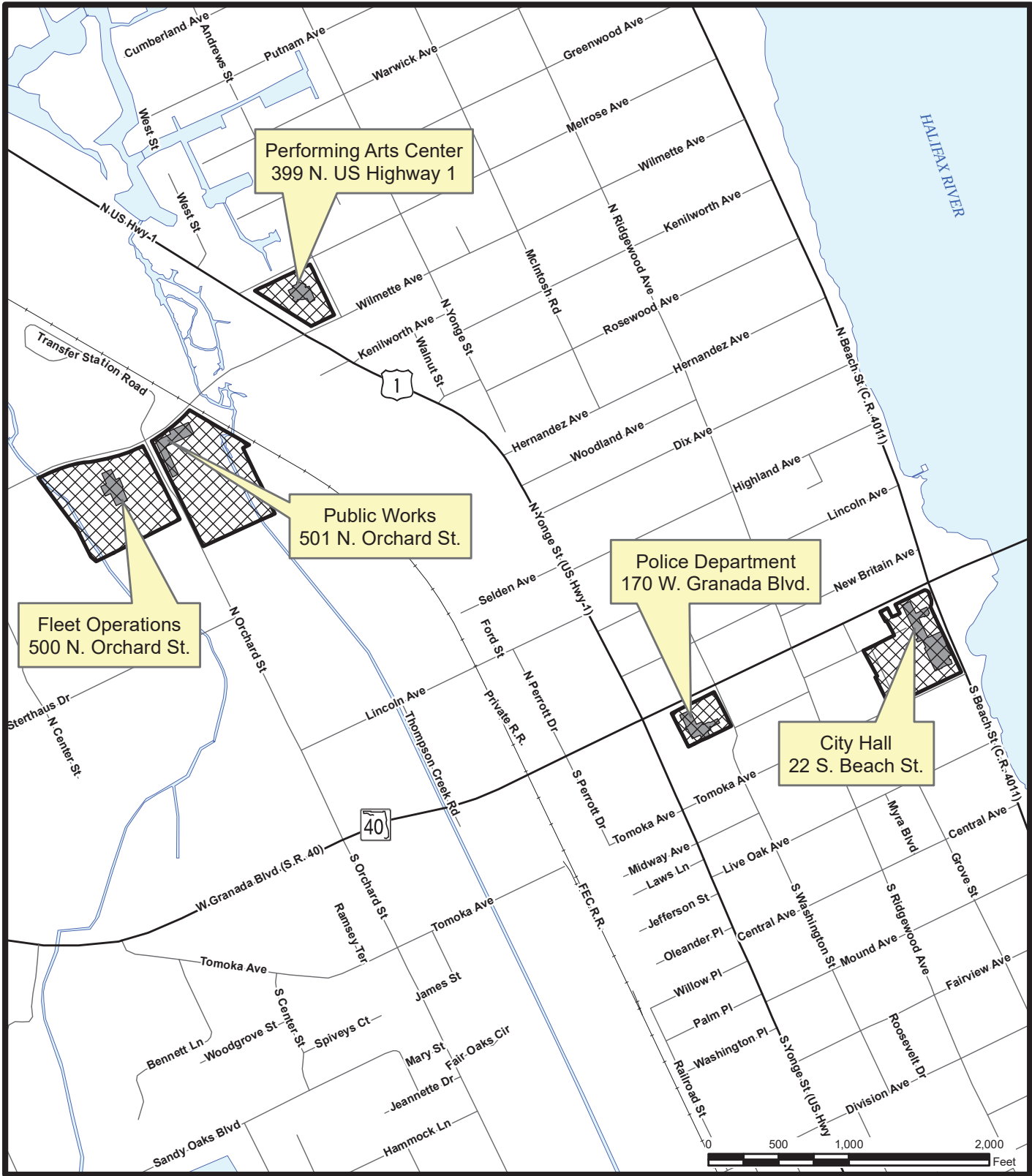
- A. Glass Cutting: Make cuts clean, only moderately convoluted, with flare or bevel not exceeding 1/8 of glass thickness.
 1. Unacceptable defects:
 - a. Impact chips, spalls, or nipped edges.
 - b. Flake chips or shark teeth deeper than 1/4 of glass thickness.
 - c. Serration hackle deeper than 1/8 of glass thickness.
- B. Comply with recommendations of FGMA Glazing Manual, glass manufacturer, manufacturer of sealant, and other glazing accessories.
- C. Do not attempt to cut, seam, nip, or abrade glass tempered or heatstrengthened.
- D. Remove and replace glass broken, chipped, cracked, abraded, or damaged during construction.
- E. Install wall mirrors and fasten with non-corrosive, theftproof, concealed hangers and plywood backing according to standard practices. Fasten with mirror adhesive according to manufacturer's instructions.
- F. Manufacturer's label showing strength, grade, thickness, type, and quality of glass shall remain on each piece of glass until it has been set and inspected.
- G. Guarantee work to be waterproof.

3.3 CLEANING

- A. After glass has been inspected and approved, remove labels and wash and polish glass on both faces before the Board's approval of the project.
 1. Comply with glass manufacturer's recommendations for cleaning materials and methods.

END OF SECTION

APPENDIX A



FACILITY HARDENING LOCATION MAP

Prepared By: City of Ormond Beach
G.I.S. Department - May 10, 2018



1 inch = 1,000 feet

APPENDIX B

City of Ormond Beach – City Hall

Building Front – Facing West



Building Front – Facing North



Building Front – Facing West



Building Front – Facing South



Building Front – Facing West



Building Side – Facing South



Building Rear – Facing East



Building Rear – Facing East



Building Side – Facing North



City of Ormond Beach – Fleet Operations

Building Front – Facing West



Building Side – Facing South



Building Rear – Facing East



Building Rear – Facing East



Building Rear – Facing East



Building Side – Facing North



City of Ormond Beach – Performing Arts Center

Building Front – Facing South



Building Side – Facing West



Building Rear – Facing South West



Building Rear – Facing South



Building Side – Facing East



Building Side – Facing East



City of Ormond Beach – Police Department

Building Front – Facing West



Building Side – Facing South



Building Rear— Facing East



Building Side – Facing North



Building Side – Facing North



Building Side – Facing South



City of Ormond Beach – Public Works

Building Front – Facing East



Building Side – Facing East



Building Side— Facing North



Building Rear – Facing West



Building Rear – Facing West



Building Side – Facing North



Building Rear – Facing West



Building Side – Facing South



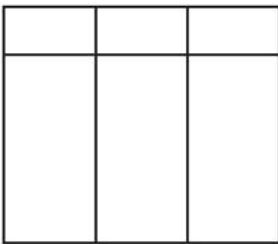
Building Side – Facing South



APPENDIX C

City of Ormond Beach - City Hall

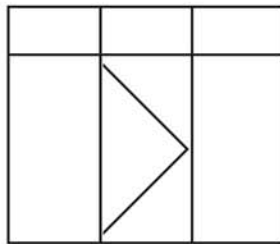
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108-1/2"

96-1/2"

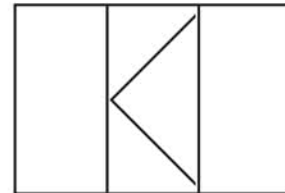
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108-1/2"

96-1/2"

2@



74"

82-1/2"

6@



26-1/2"

83-1/2"

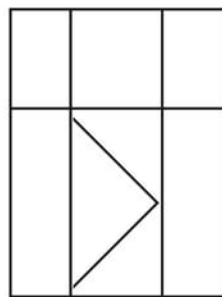
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30"

63-1/2"

1@



74-1/2"

135-1/2"

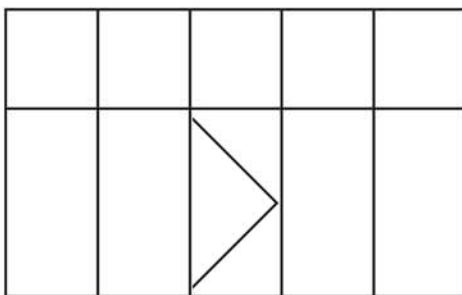
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37-1/4"

81-1/2"

2@



135-1/2"

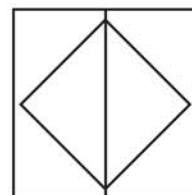
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135-1/2"

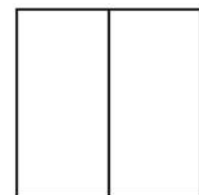
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67-1/4"

82"

2@

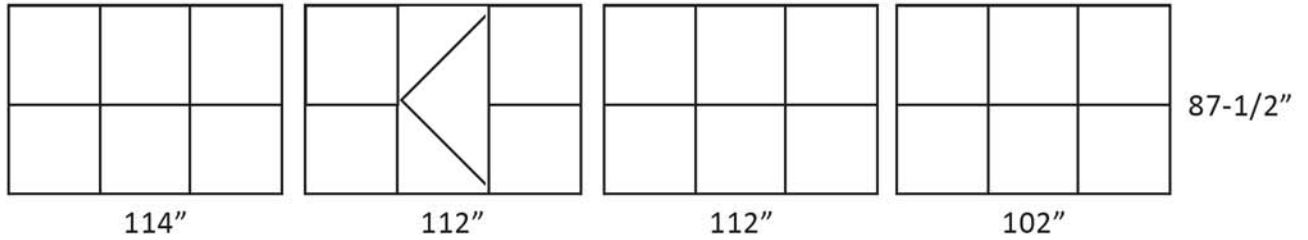


71"

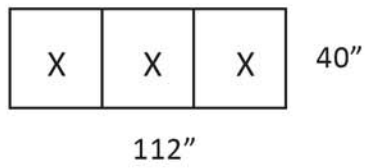
82"

City of Ormond Beach - Fleet Operations

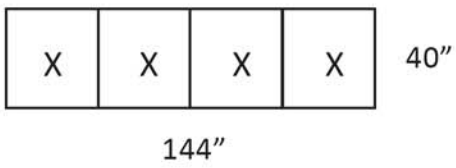
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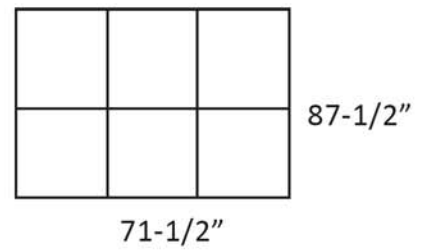
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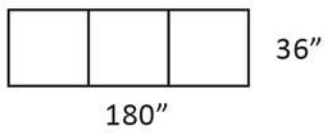
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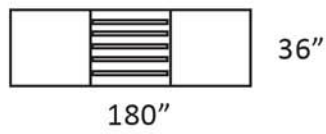
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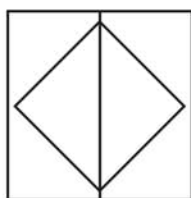


6@ Louver for Air Handler



City of Ormond Beach - Performing Arts

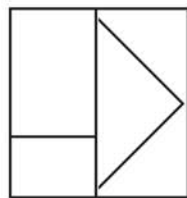
2@



86"

76"

1@



85-1/2"

76"

1@



82"

39-1/2"

18@



70-1/2"

22-3/4"

12@



106"

24"

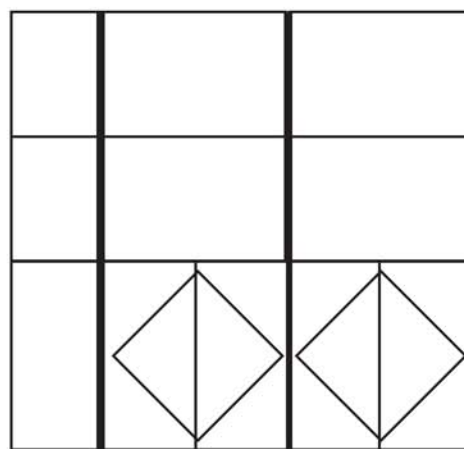
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256"

31-1/2"

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264"

186"

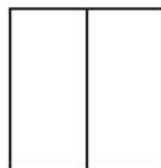
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69-1/2"

130"

2@

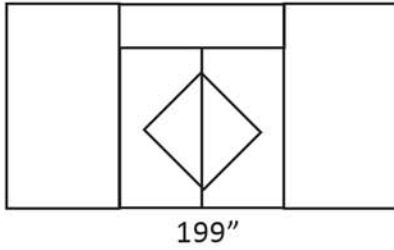


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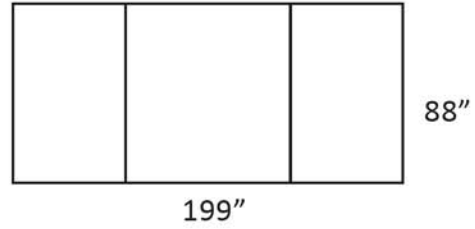
74-1/2"

City of Ormond Beach - Police Station

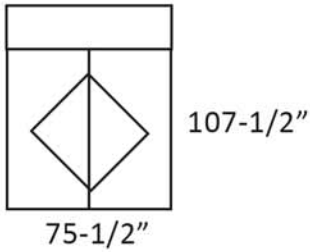
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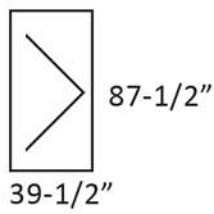
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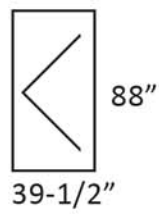
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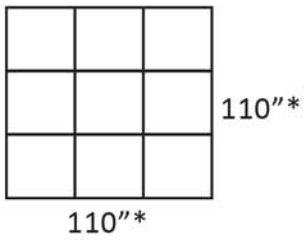
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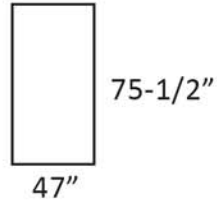
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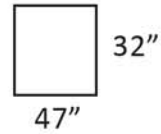
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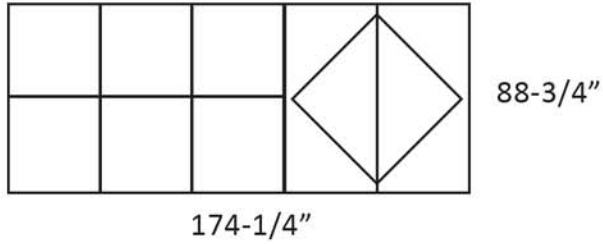
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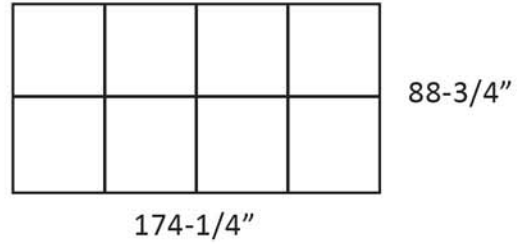
City of Ormond Beach - Public Works

Building 1

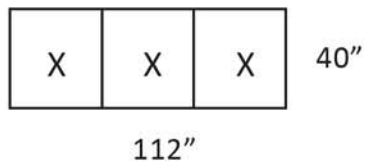
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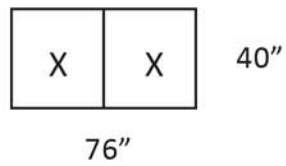
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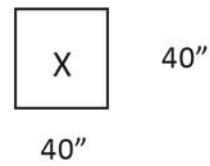
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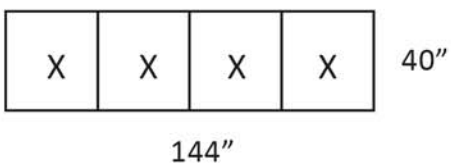


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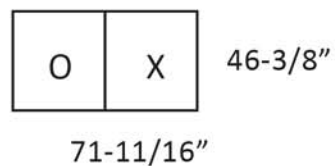


Building 2

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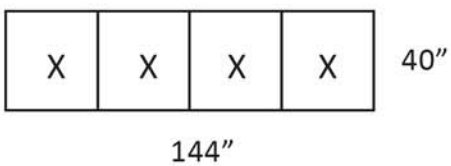


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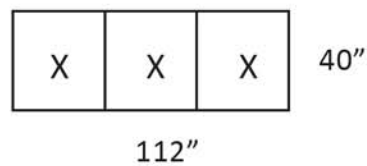


Building 3

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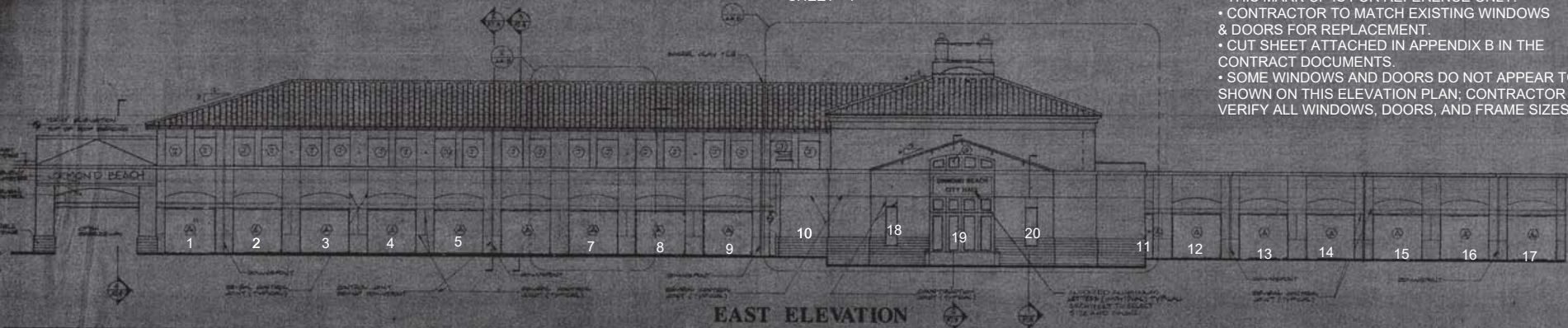
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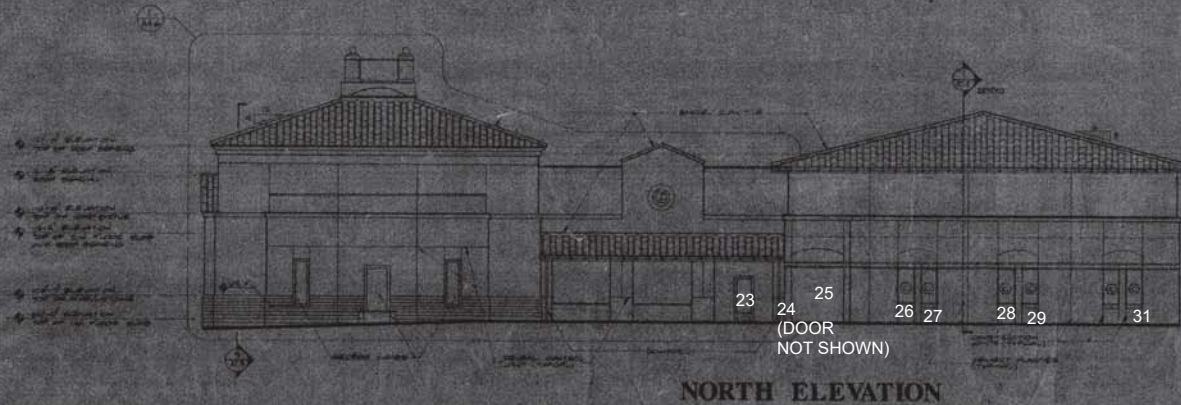
PROJECT DRAWINGS

FACILITY HARDENING
(CITY HALL ELEVATIONS)
SHEET - 1

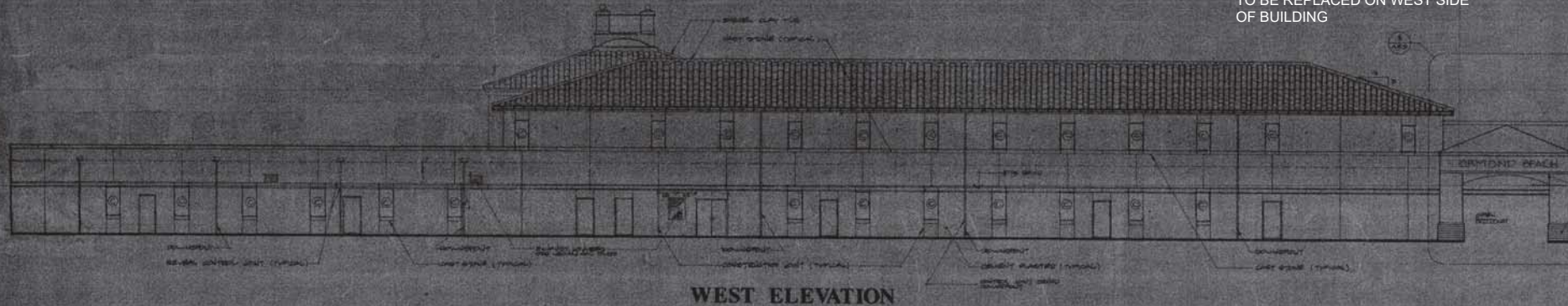
- NOTES:
- THIS MARK-UP IS FOR REFERENCE ONLY.
 - CONTRACTOR TO MATCH EXISTING WINDOWS & DOORS FOR REPLACEMENT.
 - CUT SHEET ATTACHED IN APPENDIX B IN THE CONTRACT DOCUMENTS.
 - SOME WINDOWS AND DOORS DO NOT APPEAR TO BE SHOWN ON THIS ELEVATION PLAN; CONTRACTOR TO VERIFY ALL WINDOWS, DOORS, AND FRAME SIZES



SCALE 1/8" = 1'-0"



SCALE 1/8" = 1'-0"



NOTE: NO WINDOWS OR DOORS
TO BE REPLACED ON WEST SIDE
OF BUILDING

DATE: 1/1/11
RECORD DRAWING
THIS DRAWING HAS BEEN REVIEWED TO
INCORPORATE ANY CHANGES
RECOMMENDED BY THE CONTRACTOR

SCALE 1/8" = 1'-0"

Spillis Candela & Partners, Inc.

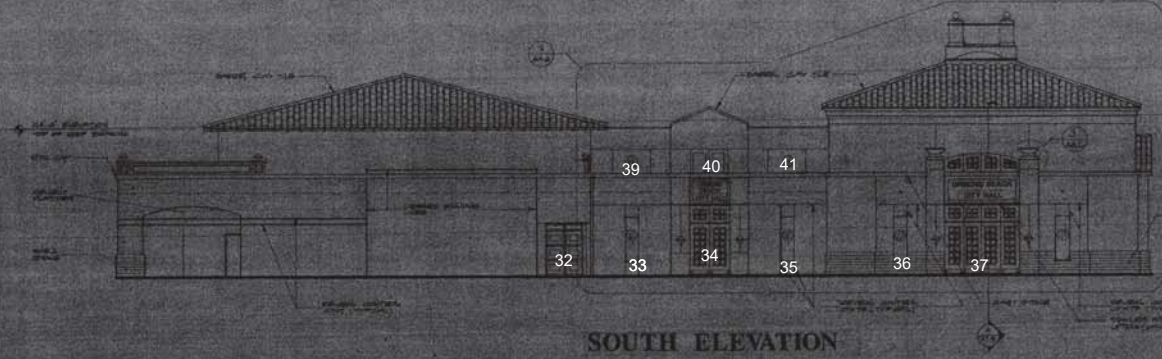
ORMOND BEACH
CITY HALL
ORMOND BEACH, FLORIDA VOLUSIA COUNTY

EXTERIOR ELEVATIONS
CONSTRUCTION DOCUMENT

Project No. 67113
Designed By: ELM
Approved By: BLM
Date: 6-13-10
Revised:

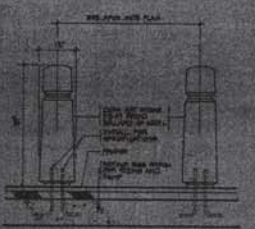
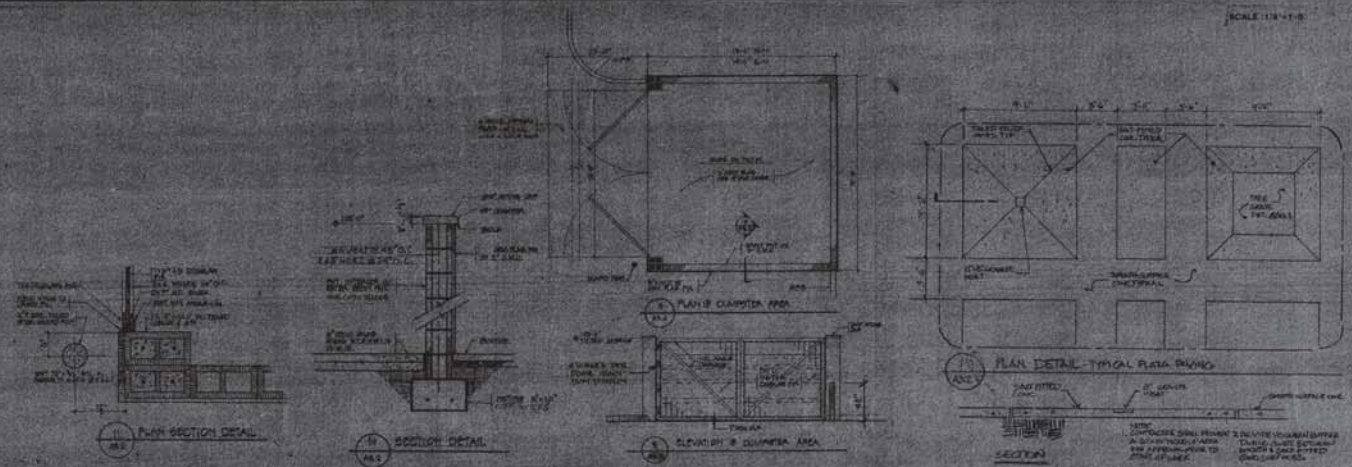
A3.1

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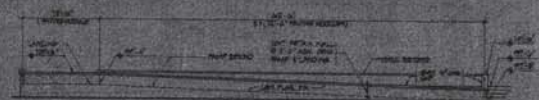


SOUTH ELEVATION

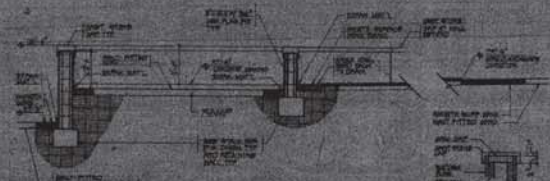
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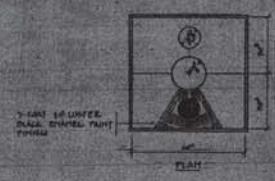
BOLLARD DETAIL



ELEVATION OF PLAZA RAMP

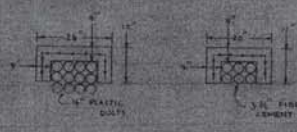


SECTION DETAIL OF PLAZA RAMP



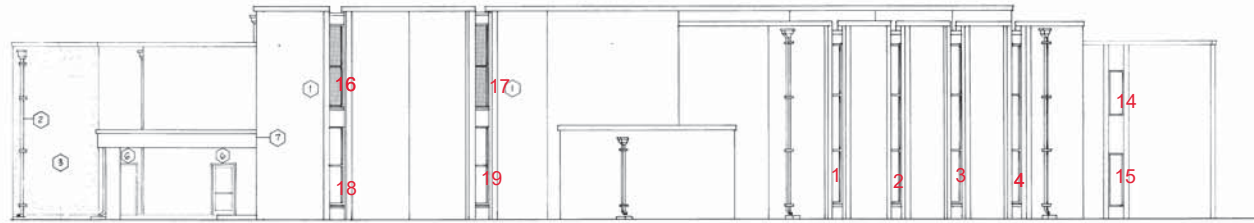
TREE GRATE

SOUTHERN BELL UNDERGROUND TELEPHONE CONDUIT
CONDUIT PROTECTION REQUIREMENTS DURING CONSTRUCTION OF ORMOND BEACH CITY HALL



PLACE 12" THICK CONCRETE CAP WITH 60# BARS OVER
CONCRETE CAP TO BE EXPOSED WIDTH OF BUILDING
AND EXTEND MINIMUM 2' BEYOND FOOTER
HAND TRENCHING RECOMMENDED TO EXPOSE CONDUIT

RECORD DRAWING
THIS DRAWING HAS BEEN REVIEWED TO DOCUMENT RECORD INFORMATION PROVIDED BY THE CONTRACTOR

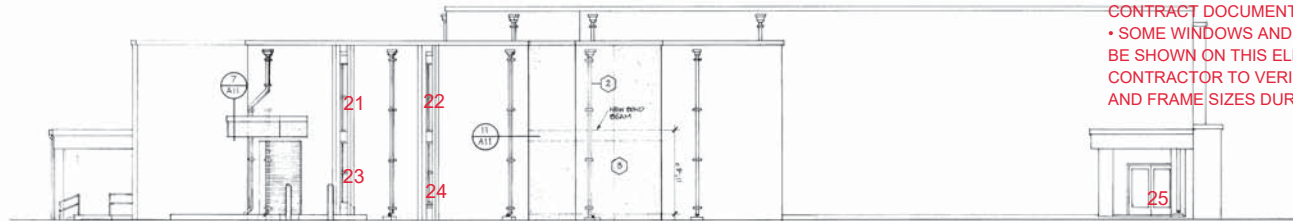


Southwest Elevation

SCALE: 1/8" = 1'-0"

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Northwest Elevation



Northeast Elevation



Southeast Elevation

THESE PLANS ARE
NOT FOR CONSTRUCTION

Gerken and Smith
Architects
10000 W. 11th Avenue, Suite 100
Tampa, FL 33613

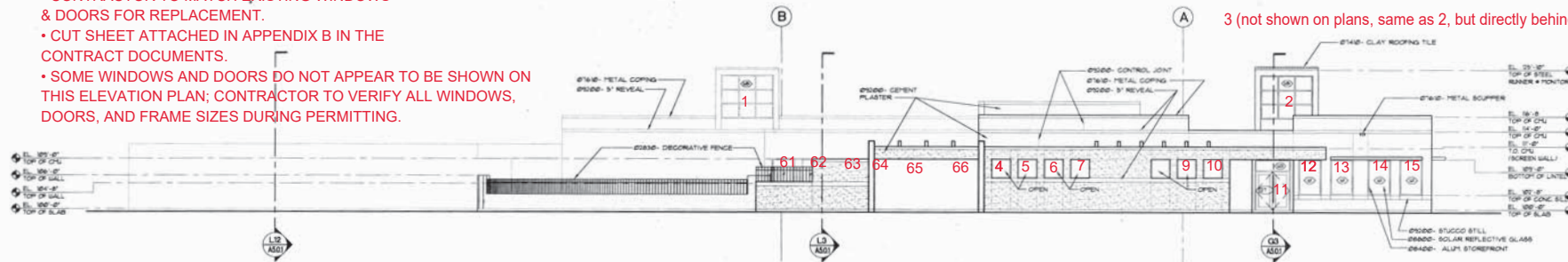
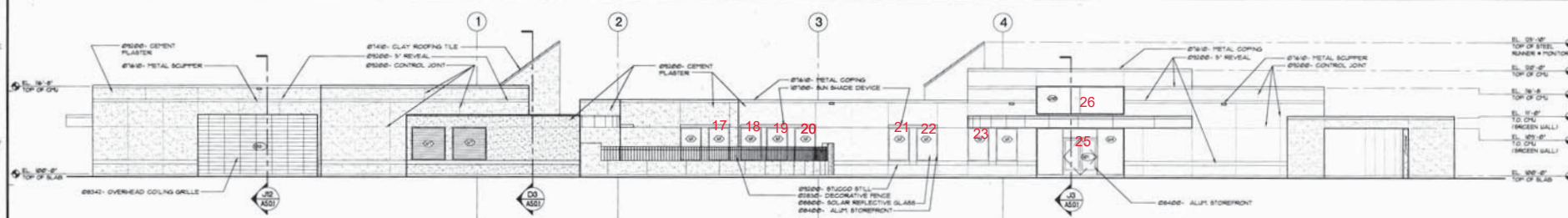
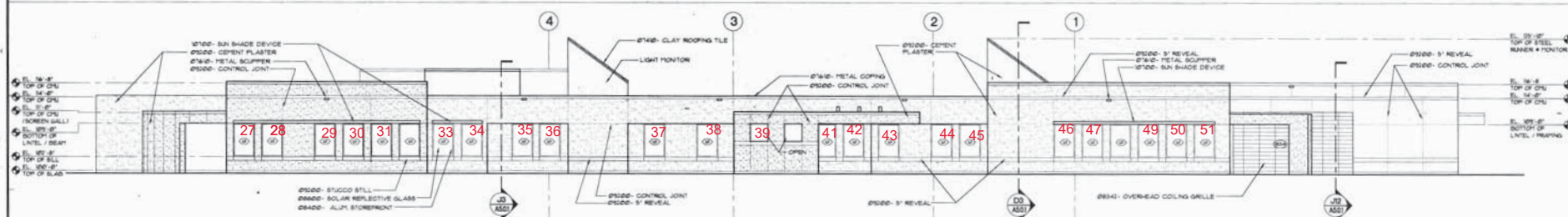
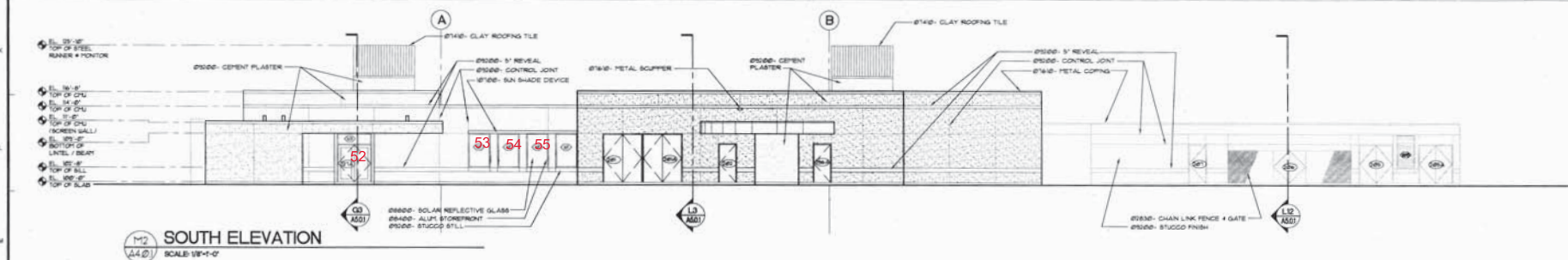
Additions and Alterations to
New Ormond Beach Senior/Civic Center
399 N. U.S. 1 Ormond Beach, FL

A	6
7	DATE
OR	PROJ. NO.
	8812

NOTES:

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3 (not shown on plans, same as 2, but directly behind)

D2 NORTH ELEVATION
SCALE 1/8"=1'-0"G2 EAST ELEVATION
SCALE 1/8"=1'-0"J2 WEST ELEVATION
SCALE 1/8"=1'-0"M2 SOUTH ELEVATION
SCALE 1/8"=1'-0"

Architects and Planners
 GK Reeves V. FAIA
 Kevin Ridgman, AIA
 333 N. Broward Ave.
 Winter Park, Florida 32789
 407-947-7000

ORMOND
 BEACH
 POLICE
 STATION

Ormond Beach
 Florida

Architect hereby warrants that these drawings are correct and that the contractor shall be responsible for any errors or omissions in the drawings. The contractor shall be responsible for any errors or omissions in the drawings.

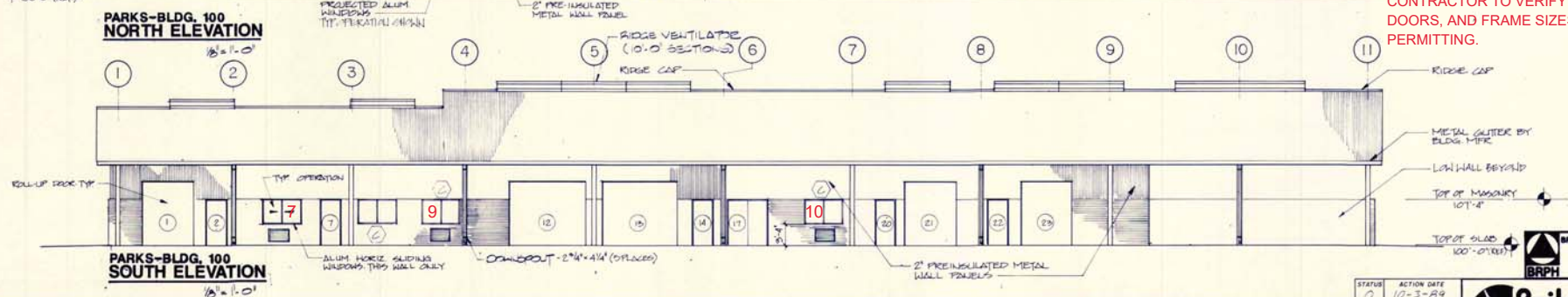
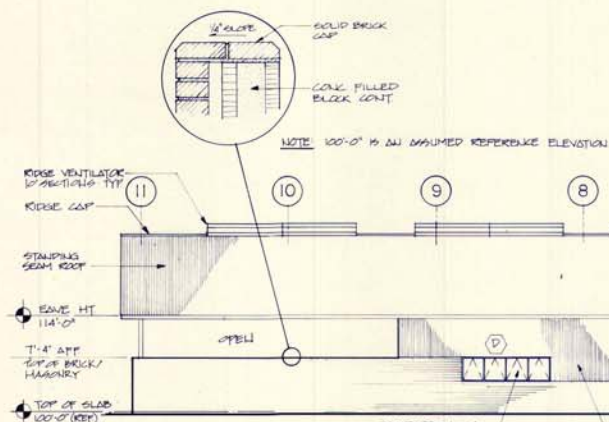
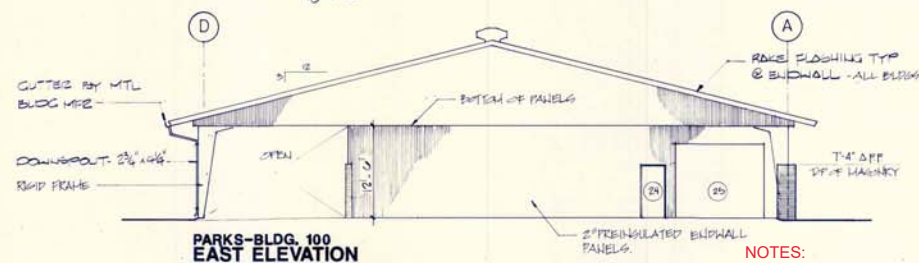
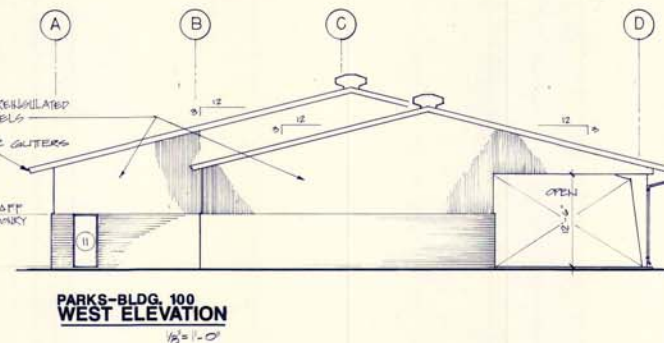
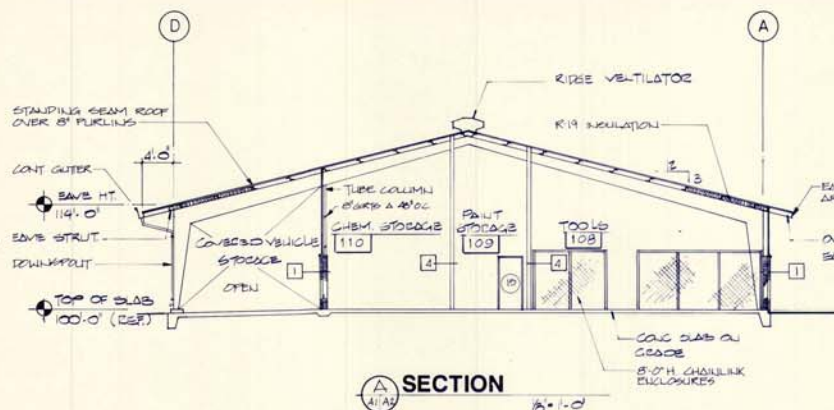
• revisions

• sheet title EXTERIOR
 ELEVATIONS

• scale: 1/8"=1'-0"
 • drawn: ARW
 • checked: ARW
 • approved: ARW
 • date: 06-18-00
 • project no: 604-98

• sheet: A4.0.1

FACILITY HARDENING
(PUBLIC WORKS ELEVATIONS)
SHEET - 5



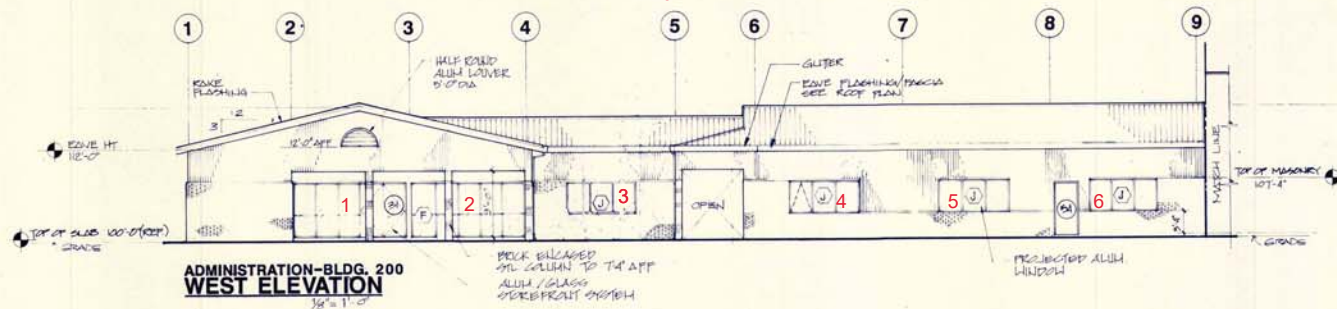
- NOTES:
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 - PARKS-BLDG 100 IS BUILDING 2 IN APPENDIX B CUTSHEET
 - SOME WINDOWS AND DOORS MAY NOT BE SHOWN ON THIS ELEVATION PLAN; CONTRACTOR TO VERIFY ALL WINDOWS, DOORS, AND FRAME SIZES DURING PERMITTING.

ENGINEER				ORMOND BEACH PUBLIC WORKS FACILITY				DESIGNED	RET	PROJ. NO. 87139-9	STATUS	ACTION DATE
ACCEPTED				PARKS BLDG. 100 ELEVATIONS, SECTION				DRAWN	JL	DATE: 7-26-09	0	10-3-09
COPYRIGHT © 2009 ALL RIGHTS RESERVED								CHECKED	RET	SCALE: AS NOTED	SHEET NO. A2 OF 30	
											FILE NO. 13704	

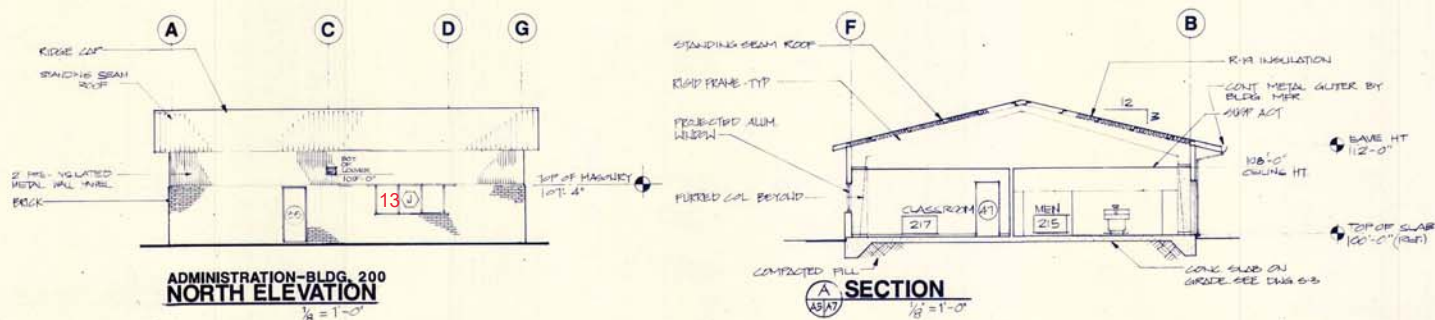
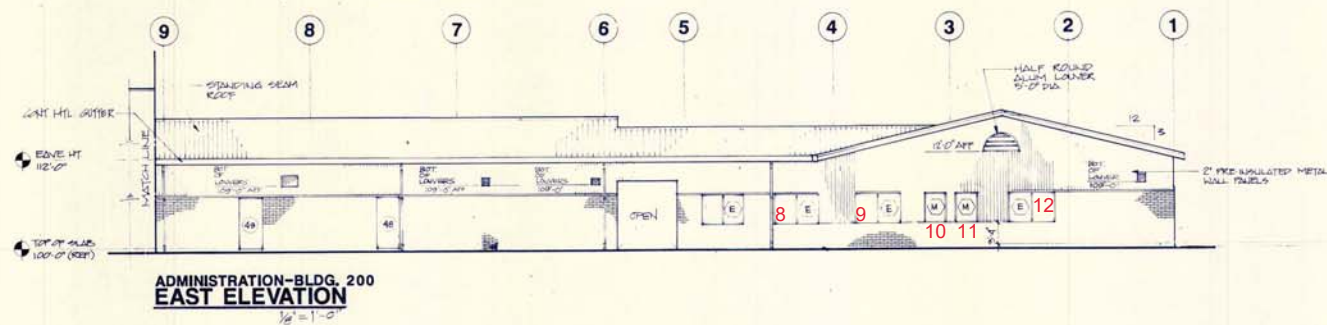
BRPH
BRILEY, WILD
Architects • Engineers Inc.
MELBOURNE, FLORIDA

Briley, Wild
and Associates
Consulting Engineers and Planners

FACILITY HARDENING
(PUBLIC WORKS ELEVATIONS)
SHEET - 6



NOTE: 100'-0" IS AN ASSUMED REFERENCE ELEVATION. ACTUAL ELEVATION IS 7'-6"
LABORATORY TO CORRELATE PLACEMENT OF DRAWINGS WITH SURFACE MOUNTED LIGHT FIXTURES.



REV. NO.	DATE	REVISION DESCRIPTION	BY

ORMOND BEACH PUBLIC WORKS FACILITY

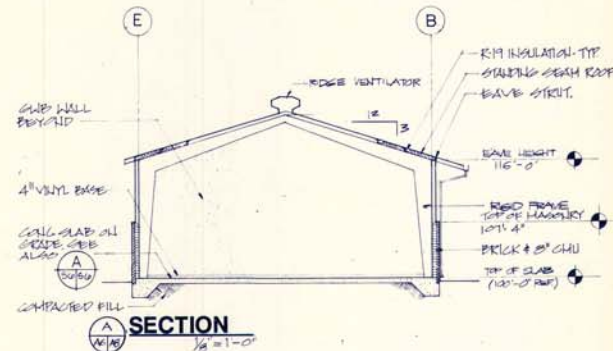
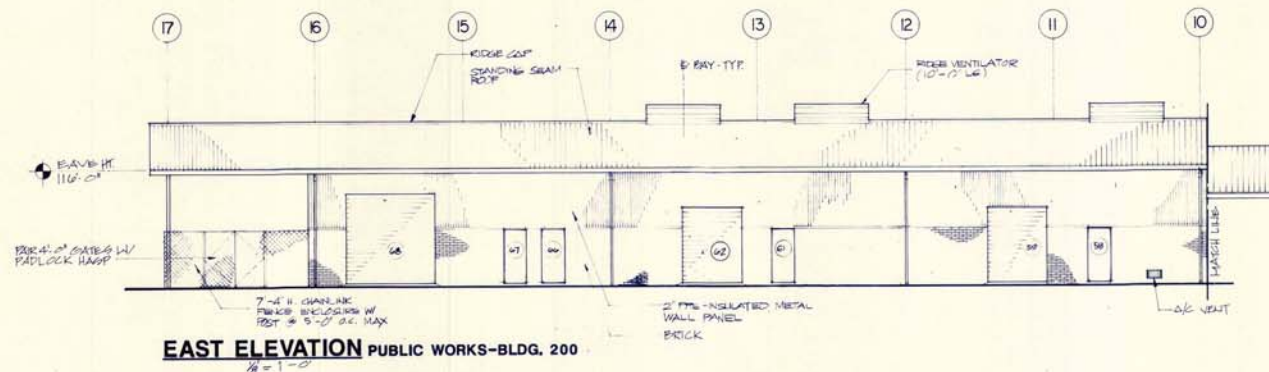
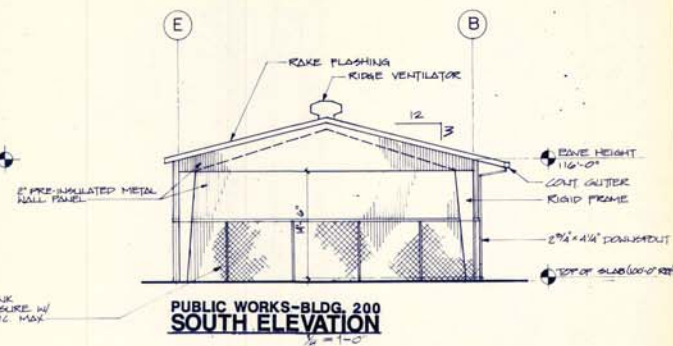
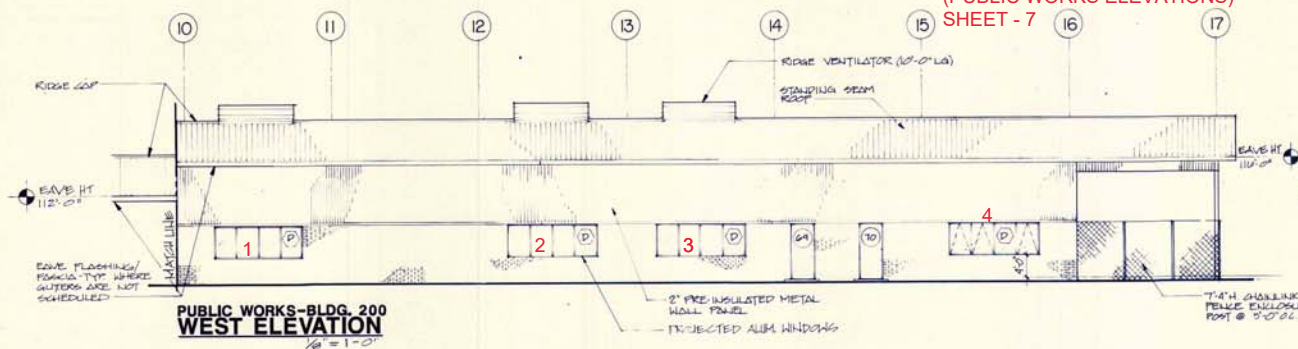
ADMINISTRATION BLDG. 200 ELEVATIONS, SECTION

DESIGNED	RJT	PROJ. NO. 87139-9
DRAWN	BK	DATE: 7-7-89
CHECKED	RJT	SCALE: AS NOTED

STATUS	ACTION DATE
0	10-3-89
SHEET NO. A7 OF 80	FILE NO. 13709



FACILITY HARDENING
(PUBLIC WORKS ELEVATIONS)
SHEET - 7



REV. NO.	DATE	REVISION DESCRIPTION	BY

ENGINEER	
ACCEPTED	
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ORMOND BEACH PUBLIC WORKS FACILITY

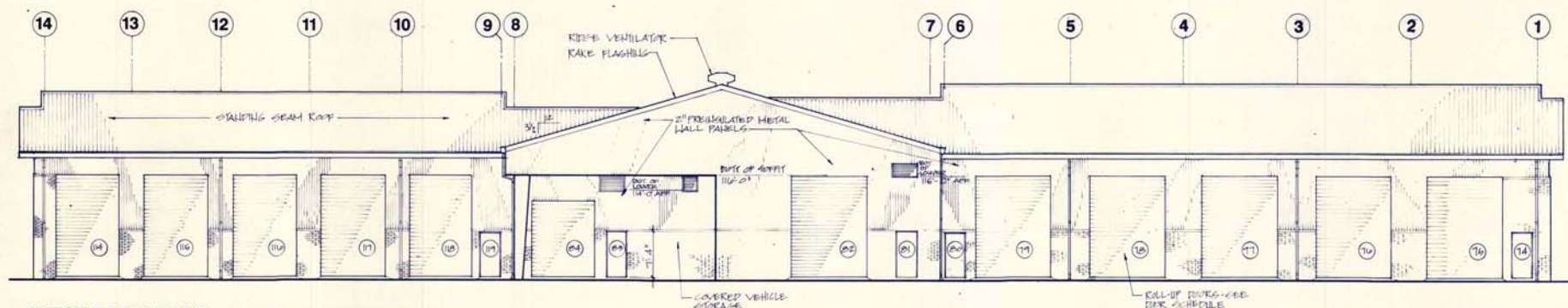
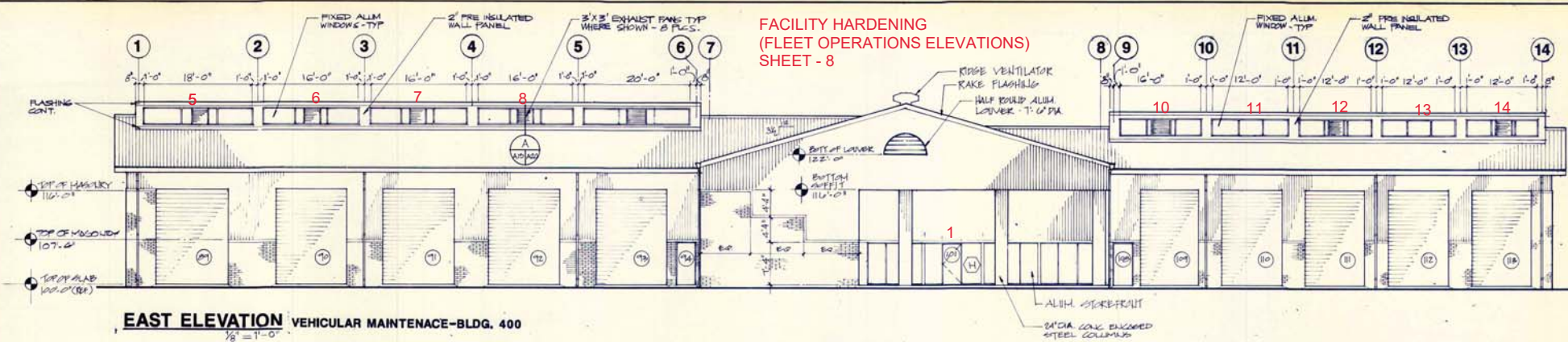
PUBLIC WORKS BLDG. 200 ELEVATIONS, SECTION

DESIGNED	RET	PROJ. NO. 87139-9
DRAWN	RET	DATE: 7-26-99
CHECKED	RET	SCALE: AS NOTED

STATUS	ACTION DATE
0	10-3-99
SHEET NO. A.B OF 50	FILE NO. 13710

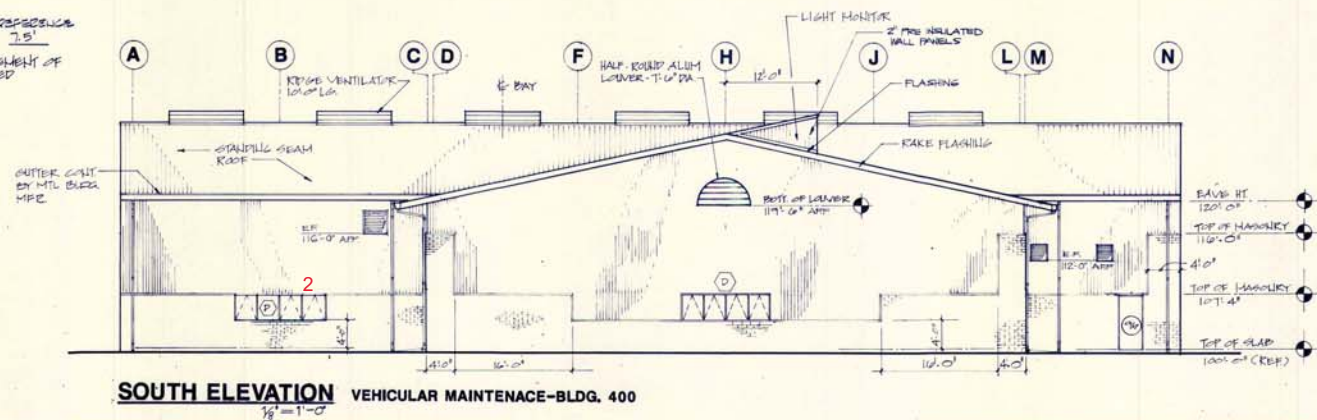


Briley, Wild and Associates
Consulting Engineers and Planners

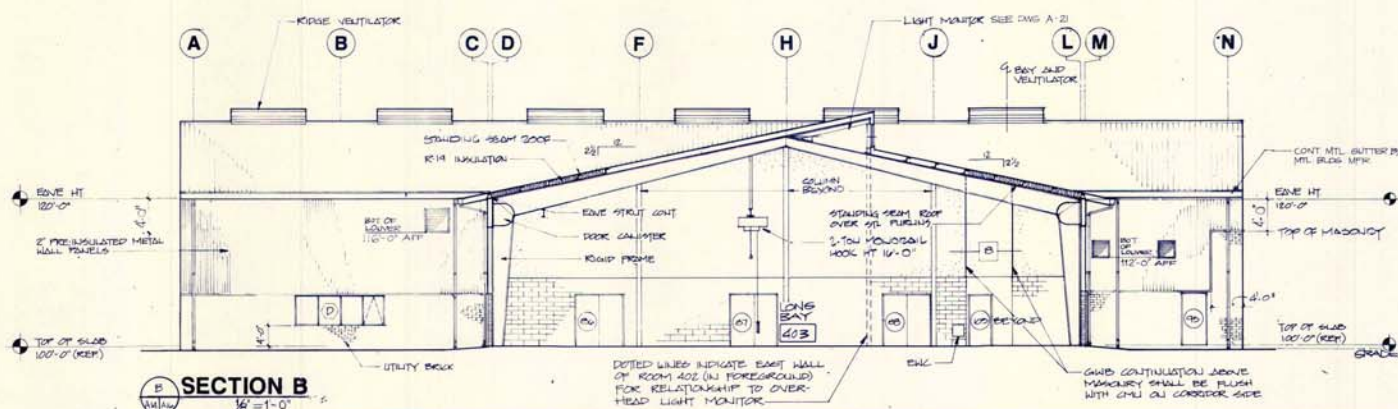
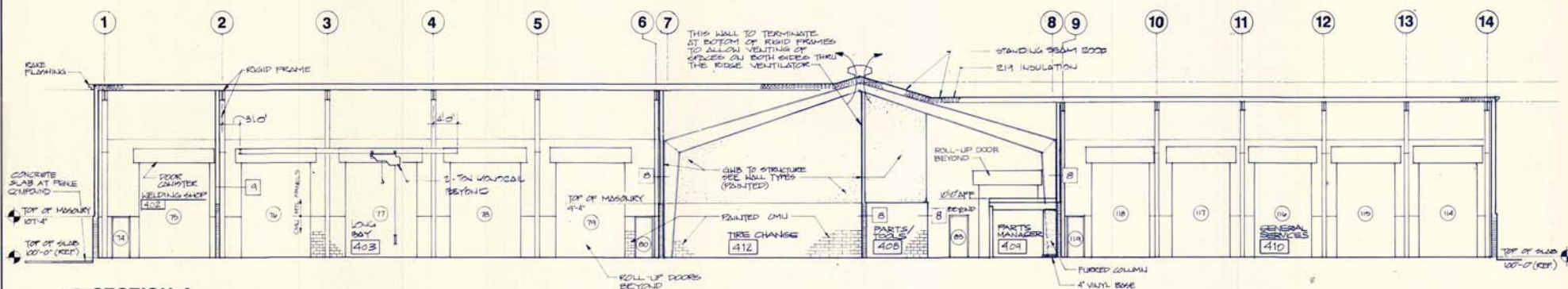
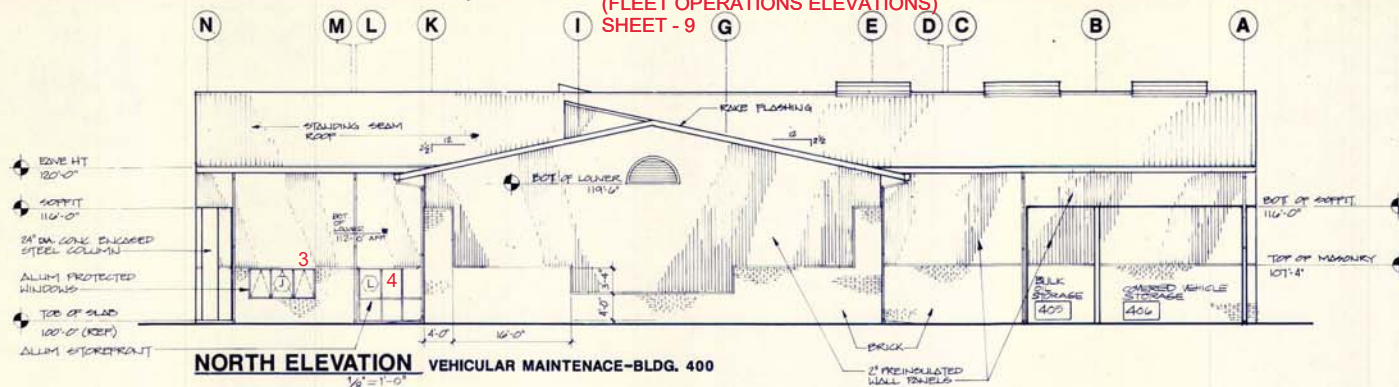


NOTE: 100'-0" IS AN ASSUMED REFERENCE ELEVATION. ACTUAL ELEVATION IS 7.5'

CONTRACTOR TO COORDINATE PLACEMENT OF DOWNLIGHTS WITH SURFACE MOUNTED LIGHT FIXTURES.

[illegible]

FACILITY HARDENING
(FLEET OPERATIONS ELEVATIONS)
SHEET - 9



REV	DATE	REVISION DESCRIPTION	BY

ORMOND BEACH PUBLIC WORKS FACILITY
VEHICULAR MAINTENANCE BLDG. 400

ELEVATIONS, SECTION

DESIGNED BY
DRAWN BY
CHECKED BY
PROJ. NO. 87139-9
DATE: 7-26-09
SCALE: AS NOTED

STATUS: 0
ACTION DATE: 10-3-09
SHEET NO. 01
FILE NO. 13718

BRPH
BRPH
Architects • Engineers Inc.
MELBOURNE, FLORIDA

Briley, Wild
and Associates
Consulting Engineers and Planners



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Steven Spraker, Planning Director

Date: February 2, 2021

Subject: Plantation Oaks, Zoning Map Amendment

Commission Goal: Community Development - Other

Introduction

This is a city-initiated request, based upon annexation, to amend the City's Official Zoning Map for the Plantation Oaks subdivision from Volusia County Plantation Oaks of Ormond Beach Planned Unit Development (RPUD), Volusia County RR (Rural Residential), Volusia County R-3 (Urban Single Family Residential), Volusia County R-4 (Urban Single Family Residential) and Volusia County R-5 (Urban Single Family Residential) to City of Ormond Beach PRD (Planned Residential Development). **This ordinance is for the proposed PBD rezoning and the development order and proposed amendment is the next ordinance.** The property is approximately 1,055.80 acres being generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1.

The companion ordinance would include actions related to the development order including (1) adoption of an Ormond Beach development order incorporating the existing Volusia County zoning approvals, and (2) authorization of an amendment to allow Phase 1 (669 lots) of the Plantation Oaks subdivision to delete the age-restriction that limits residents to those aged 55 years and over. All homes constructed within Phase 1 shall only be site built, single-family, standard dwellings on fee simple lots, with no manufactured or mobile homes allowed. The Phase 1 lots would be subject to Volusia County school concurrency.

Background

Ormond Beach zoning map amendments are divided into two (2) ordinances. The first ordinance seeks to establish a zoning map designation. The second ordinance establishes the development entitlements through a development order, including the proposed amendment for the Plantation Oaks project. This item is solely for the zoning designation and the development order shall be the next item. Because the items are often inter-mixed, the same material is provided for each item.

The land area for the Plantation Oaks subdivision has been planned since 1986 when Volusia County adopted the National Gardens Development of Regional Impact (DRI). The staff report provides a full history of the DRI and below are the key approvals:

Action / Approval date	Description
December 30, 1986 Volusia County Resolution No. 86-192 (Recorded at Book 2934, Pages 0979-0995)	National Gardens Development of Regional Impact (DRI) approved 3,930 residential units on 2,009 acres.
December 6, 2001 Volusia County Resolution No. 2001-229 (Recorded at Book 4976, Pages 3426-3432)	Third Volusia County DRI amendment. Amendments include: • Revised Map H. • Added new zoning map (Map Z), which included density cap of 2,115 units. • Reduced Plantation Oaks' internal road ROW width to 100' for the entire length. • Eliminated access to Tall Pines and Addison Drive.
November 21, 2002 Volusia County Resolution No. 2002-197 (Recorded at Book 4976, Pages 3433-3438)	Fourth Volusia County DRI amendment. Amendments include: • Revised Map H for the Plantation Oaks area of the DRI to: (a) relocate fire station and school site, (b) allow 150 acres for a golf course, and (c) allow 1.3 acres of neighborhood commercial (maximum 25,500 square feet). • Revised Map P for the entire DRI area. • Added subparagraph section B(1)(c), which reads: "All homes constructed within the Plantation Oaks project shall be site built, single-family, standard dwellings on fee simple lots."
November 11, 2004 Volusia County Resolution No. 2004-229 (Recorded at Book 5440, Pages 929-942)	Fifth Volusia County DRI amendment. Amendments include: • Removed 407 acres of land from the DRI adding it to the Tomoka State Park. • Revised Map H. • Eliminated phasing dates (Revised Map P). • Revised Map Z.

The following zoning approvals have been granted to the Plantation Oaks subdivision. The approvals include actions approved by the Volusia County Council in 2002 and 2012 and a series of minor amendments approved by Volusia County. The staff report provides a full history of the zoning approvals and below are the key zoning approvals:

Action / Approval date	Description
------------------------	-------------

November 21, 2002 Volusia County Council Resolution No. 2002-199 (Recorded at Book 4988, Pages 140-211)	Zoning approval for 1,577 residential units. Key components include: • 1,033.75 acres in subdivision. • Units are to be site built, single-family, standard dwellings on fee simple lots. • Adult community with a minimum of 80% of the residents 55 years or older. • Project agreed to pay school impact fee for all dwellings. • Established development standards. • Provided 217 acres for a golf course. • Required a 100-foot right-of-way from U.S. Highway 1 to Old Dixie Highway. • Internal roadways shall be private.
July 18, 2007 Volusia County Minor amendment (Recorded at Book 6100, Pages 2016- 2020)	Minor amendment to 2002 RPUD to increase the required buffer on Old Dixie Highway to 175 feet.
January 19, 2012 Volusia County Council Resolution No. 2001-229 (Recorded at Book 6674, Pages 2025-2069)	First major amendment to 2002 RPUD to: • Delete the requirement for standard dwelling units and allowed mobile homes. • Required hardened central clubhouse for the development of manufactured homes.
December 4, 2015 Volusia County Minor amendment Resolution No. 2012-24 (Recorded at Book 7201 Pages 1720-1753)	Minor amendment to 2012 RPUD include: • Include the option of constructing Lakes and Open Space in-lieu of a Golf Course. • Revision date for the new RPUD Preliminary Plan. • Revises the project phasing schedule. • Revises several sections to change the project water and sewer provider from Volusia County Utilities to the City of Ormond Beach.

Discussion

In 2015, with Resolution No. 2015-168, Ormond Beach approved an annexation agreement that designated the city as the utility provider to Plantation Oaks. The property was not contiguous and could not be annexed in 2015. Annexation of the Plantation Oaks subdivision occurred in 2019 (Ordinance No. 2019-30) and 2020 (Ordinance No. 2020-16). As part of annexation, the city is required to assign a comparable land use and zoning designation as existed in Volusia County. A Future Land Use Map designation of “Low Density Residential” was approved on January 21, 2020, with Ordinance 2019-43. **The proposed City zoning designation seeks to incorporate the existing Volusia County development order approvals and is**

included in the companion development order ordinance.

Planning Board review

The Planning Board reviewed the zoning map amendment and recommended approval of the zoning designation, incorporation of the Volusia County development order, and amendment to delete the age restriction in phase 1 of the Plantation Oaks project. As part of the Planning Board preparation, city staff received correspondence regarding the amendment and these are included in the City Commission packet as part of the Planning Board minutes.

There were multiple speakers on the zoning map amendment and key comments from the speakers are provided below:

- No additional development should occur on the loop. Concern with impacts to users of the loop and animals within this corridor.
- The amendment to delete the age restriction would result in higher traffic.
- The project should be preserved and Volusia Forever and Florida Forever could be possible funding sources.
- There has been too much development along the loop.
- The 175-foot buffer is a large natural buffer and greater than the Halifax Plantation buffer of 50'.
- Single-family houses would provide a more stable tax base than manufactured housing.
- The existing age restriction should not be removed.
- Natural beauty of the loop is being taken away and can never be restored.
- Everything is negotiable and the project should be changed.
- Close off access onto Old Dixie Highway.
- Concerned about impacts to schools if the age restriction is removed.
- Concerned with impacts to on-site wetlands.
- There is no market for manufactured homes which has led to the request to lift the age restriction and allow only single-family houses.

The project developer stated:

- The Plantation Oaks Boulevard connection was designed to provide an access point off the Old Dixie Highway, including for hurricane evacuation.
- Current entitlements allow 1,577 residential units, either manufactured homes or silt built. Up to 20% can be non-age restricted.
- City knew what the zoning of the project was through annexation.
- The project is not within a floodplain.
- Approximately 110 acres of wetlands exist with the only impacts for roadways.
- The density is low at 1.5 units per acre.
- Coordinated with Volusia County schools regarding school capacity. Lands for a school dedication and impact fee payment have already occurred.
- A previous property owner had dedicated 2,000 acres between Bulow and Tomoka state parks.
- Halifax Plantation has a 50-foot buffer and Plantation Oaks has a 175-foot buffer.
- Utilities are city water and sewer services and there are no septic tanks within the

development.

Planning Board discussed the history of the project and fact that the zoning map amendment was based on annexation. The Board discussed that there was no ability to alter what had previously been approved in Volusia County. Key Planning Board discussion points include:

- Key decision before the Planning Board was the amendment to lift the age restriction within Phase 1.
- Ormond Beach did not “give” anything to anyone. The zoning decisions were made by Volusia County.
- Old Dixie Highway/Beach Street is a Volusia County roadway with Volusia County issuing access permits.
- The provision of city utilities is positive versus allowing additional septic tanks.
- The debate about development has occurred often and there is limited ability to stop people moving to this area. Planning Board's role is to develop in the best manner possible and meet the needs of the citizens.
- Liked the ability to provide site-built homes in phase 1 and a mixture of housing.

The Planning Board minutes and correspondence received are attached to the City Commission packet.

Budget Impact

There is no direct budget impact as the result of this zoning map amendment request.

Citizen Impact

The rezoning allows the framework for the accompanying ordinance incorporating the Volusia County development order and consideration of lifting the age restriction for phase 1 of the development. The citizen input is provided in the Planning Board minutes and correspondence received, which are attached to this agenda item. The project's development orders have been approved by Volusia County and are required, based upon annexation, to be incorporated into Ormond Beach. The city development proposes to adopt the exact same development orders as exist in Volusia County. The City Commission shall need to act upon the request to lift the age restriction in the phase 1 development area with the development order ordinance (next item).

Recommendation

It is recommended that the City Commission **APPROVE** an amendment to the City's Official Zoning Map based upon annexation for the Plantation Oaks subdivision from Volusia County Plantation Oaks of Ormond Beach Planned Unit Development (RPUD), Volusia County RR (Rural Residential), Volusia County R-3 (Urban Single Family Residential), Volusia County R-4 (Urban Single Family Residential) and Volusia County R-5 (Urban Single Family Residential) to City of Ormond Beach PRD (Planned Residential Development). **This item is for the proposed PBD rezoning and the**

development order and proposed amendment are part of the next ordinance. The property is approximately 1,055.80 acres being generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1.

Attachments:

- 21-02 Plantation Oaks Zoning Map Amendment (P20-0105G) (PDF)
- Exhibit A, Legal Description (PDF)
- Exhibit B, Plantation_Oaks_ZONING (PDF)
- 06.11.2020 - Plantation Oaks subdivision Zoning Map Amendment, PB Staff Report (PDF)
- City Attorney's correspondence regarding the Plantation Oaks Zoning Map Amendment (PDF)
- DRAFT, Planning Board minutes, Plantation Oaks Zoning map Amendment (PDF)
- 06.22.2020, After PB Correspondence (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 7/17/2020


Claire Whitley, Assistant City Manager 7/17/2020

APPROVED BY:


Joyce A. Shanahan, City Manager 1/13/2021

ORDINANCE NO. 2021-02

AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE CERTAIN PARCELS OF REAL PROPERTY TOTALING APPROXIMATELY 1,055.80-ACRES KNOWN AS THE PLANTATION OAKS SUBDIVISION, GENERALLY LOCATED ALONG THE EAST SIDE OF INTERSTATE 95, SOUTH OF HALIFAX PLANTATION SUBDIVISION, WEST OF OLD DIXIE HIGHWAY, AND NORTH OF U.S. HIGHWAY 1 FROM VOLUSIA COUNTY PLANTATION OAKS OF ORMOND BEACH PLANNED UNIT DEVELOPMENT (RPUD), VOLUSIA COUNTY RR (RURAL RESIDENTIAL), VOLUSIA COUNTY R-3 (URBAN SINGLE FAMILY RESIDENTIAL), VOLUSIA COUNTY R-4 (URBAN SINGLE FAMILY RESIDENTIAL) AND VOLUSIA COUNTY R-5 (URBAN SINGLE FAMILY RESIDENTIAL) TO CITY OF ORMOND BEACH PRD (PLANNED RESIDENTIAL DEVELOPMENT), AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, by Resolution 2015-168 the City Commission on August 18, 2015 approved an annexation agreement to provide utilities to the Plantation Oaks subdivision, which is recorded in Official Records Book 7155, Pages 4437 through 4462, inclusive, of the Public Records of Volusia County, Florida. The subdivision was not contiguous to the city boundary and could not be annexed in 2015, and

WHEREAS, by Ordinances 2019-30 and 2020-16 the City Commission on October 1, 2019 and May 26, 2020 approved the annexation of the Plantation Oaks subdivision, which is

recorded in Official Records Book 7760, Pages 3724 through 3743, inclusive, and Official Records Book 7858, Pages 2205 through 2223, inclusive, respectively of the Public Records of Volusia County, Florida, and

WHEREAS, as the result of annexation, the City of Ormond Beach has initiated this Ordinance which rezones privately-owned real property generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1 described and depicted in Exhibit “A” attached hereto and incorporated herein by reference, and

WHEREAS, the property to be rezoned consists of approximately 1055.80 acres of real property generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1 and is zoned Volusia County Plantation Oaks of Ormond Beach Planned Unit Development (RPUD), Volusia County RR (Rural Residential), Volusia County R-3 (Urban Single Family Residential), Volusia County R-4 (Urban Single Family Residential) and Volusia County R-5 (Urban Single Family Residential), and

WHEREAS, by Resolution 1986-192 the Volusia County Council on December 30, 1986 approved the National Gardens Development of Regional Impact, and authorized the execution of a Development Agreement therefor, which is recorded in Official Records Book 2934, Pages 979 through 995, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 1998-108 the Volusia County Council on June 25, 1998 approved the National Gardens First Development of Regional Impact amendment, which is

recorded in Official Records Book 4351, Pages 3321 through 3323, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2000-72 the Volusia County Council on April 13, 2000 approved the National Gardens Second Development of Regional Impact amendment, and

WHEREAS, by Resolution 2001-229 the Volusia County Council on December 6, 2001 approved the National Gardens Third Development of Regional Impact amendment, which is recorded in Official Records Book 4976, Pages 3426 through 3432, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2002-197 the Volusia County Council on November 21, 2002 approved the National Gardens Fourth Development of Regional Impact amendment, which is recorded in Official Records Book 4976, Pages 3433 through 3438, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2004-229 the Volusia County Council on November 11, 2004 approved the National Gardens Fifth Development of Regional Impact amendment, which is recorded in Official Records Book 5440, Pages 929 through 942, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2012-37 the Volusia County Council on February 9, 2012 approved the National Gardens Sixth Development of Regional Impact amendment, which is recorded in Official Records Book 6683, Pages 509 through 514, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2002-199 the Volusia County Council on November 21,

2002 approved the Plantation Oaks Planned Residential Unit Development, and authorized the execution of a Development Agreement therefor, which is recorded in Official Records Book 4988, Pages 140 through 211, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on August 9, 2006 for the Plantation Oaks Planned Residential Unit Development, and authorized a utility service agreement therefor, which is recorded in Official Records Book 6281 Pages 3136 through 3161, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on July 18, 2007 for the Plantation Oaks Planned Residential Unit Development, and required an increase to the required buffer along Old Dixie Highway to 175 feet, which is recorded in Official Records Book 6100 Pages 2016 through 2020, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on August 12, 2008 for the Plantation Oaks Planned Residential Unit Development, to update the project construction phasing and schedule, which is recorded in Official Records Book 6268 Page 3768, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on September 23, 2009 for the Plantation Oaks Planned Residential Unit Development, to relocate the regional wastewater plat and relocate twelve units from unit 1A to unit 2, which is recorded in Official Records Book 6407 Pages 456 through 477, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2012-24 the Volusia County Council on January 19, 2012 approved an amendment for the Plantation Oaks Planned Residential Unit Development, to allow manufactured homes, which is recorded in Official Records Book 6674 Pages 2025 through 2069, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on December 4, 2015 for the Plantation Oaks Planned Residential Unit Development, to revise the project phasing schedule and identify the City of Ormond Beach as the utility provider, which is recorded in Official Records Book 7201 Pages 1720 through 1753, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on July 15, 2016 for the Plantation Oaks Planned Residential Unit Development, to provide an alternate school site and pre-pay school impact fees for the entire project, which is recorded in Official Records Book 7285 Pages 4169 through 4175, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on August 17, 2018 for the Plantation Oaks Planned Residential Unit Development, for miscellaneous amendments including signage and irrigation, which is recorded in Official Records Book 7610 Pages 240 through 250, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on January 10, 2019 for the Plantation Oaks Planned Residential Unit Development, for miscellaneous amendments including median planting plan and lot planting requirements, which is recorded in Official Records Book 7644 Pages 2820 through 2831, inclusive, of the Public Records of Volusia

County, Florida, and

WHEREAS, the said parcel or real property involves more than ten (10) contiguous acres, and

WHEREAS, the Planning Board held a public hearing regarding this matter as required by Chapter 1, Article II, Section 1-15D(3), of the *Land Development Code*, and

WHEREAS, the City Commission held a public hearing regarding this matter as required by Section 166.041(3)(c)(2), *Florida Statutes*, and

WHEREAS, all applicable legal notice requirements have been complied with, and

WHEREAS, the City Commission finds the proposed rezoning to be consistent with the Future Land Use Element, and the Future Land Use Map, of the City's adopted *Comprehensive Plan*, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Paragraph C, Official Zoning Map, of Section 2-01, Established, of Article I, Establishment of Zoning Districts and Official Zoning Map, of Chapter 2, District and General Regulations, of the *Land Development Code* of the City of Ormond Beach, Florida is hereby amended by amending the Official Zoning Map, which is part of the said *Land Development Code*, to change the real property, described and depicted on Exhibit "A" attached hereto and incorporated herein by reference, from the present zoning classification zoned for the Plantation Oaks subdivision from Volusia County Plantation Oaks of Ormond Beach Planned Unit Development (RPUD), Volusia County RR (Rural Residential), Volusia

County R-3 (Urban Single Family Residential), Volusia County R-4 (Urban Single Family Residential) and Volusia County R-5 (Urban Single Family Residential) to City of Ormond Beach PRD (Planned Residential Development).

SECTION TWO. The property hereby rezoned consists of approximately 1055.80 acres of real property generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1.

SECTION THREE. The City Commission does hereby approve, authorize and direct the revision of the City's Official Zoning Map to show the classification for the area as hereby zoned as depicted in Exhibit "B" attached hereto and incorporated herein by reference.

SECTION FOUR. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION FIVE. This Ordinance shall be effective immediately upon its adoption.

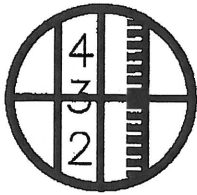
PASSED UPON at the first reading of the City Commission, this 19th day of January, 2021.

PASSED UPON at the second reading of the City Commission, this 2nd day of February, 2021.

BILL PARTINGTON
Mayor

ATTEST:

COLBY CILENTO
City Clerk



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LICENSED BUSINESS CERTIFICATION NO. 3019

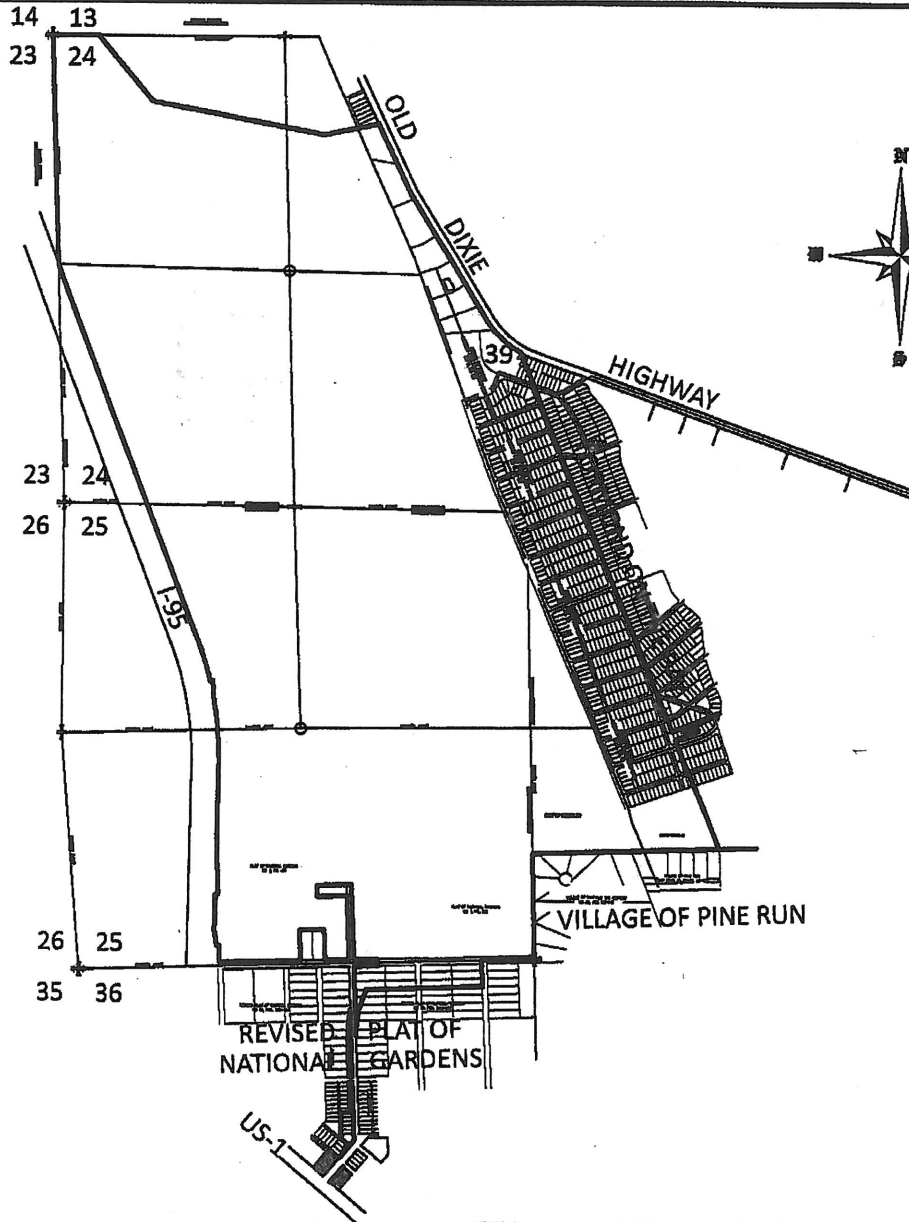
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PORT ORANGE, FL. 32127

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SKETCH OF DESCRIPTION ONLY
THIS IS NOT A BOUNDARY SURVEY

FOR: PLANTATION OAKS OF ORMOND BEACH, LLC
AND PLANTATION OAKS OF ORMOND BEACH II, LLC

DESCRIPTION: SEE SHEETS 2 & 3 OF 4

JOB #17-0391

SCALE: 1"=2000'

FIELD BOOK:

PAGE:

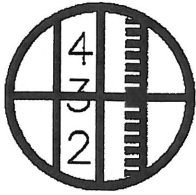
ABBREVIATIONS

(P)	PLATTED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
ID	IDENTIFICATION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
CL	CENTERLINE
D	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 1 OF 4

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION



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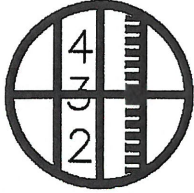
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LEGAL DESCRIPTION:

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND PART OF SECTION 30, TOWNSHIP 13 SOUTH RANGE 32 EAST, AND PART OF THE JOHN ADDISON GRANT LYING IN SECTION 40, TOWNSHIP 13 SOUTH, RANGE 32 EAST, PART OF ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 42 THROUGH 59, INCLUSIVE, PART OF ORMOND ON THE BAY SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGES 68 THROUGH 72, PART OF NATIONAL GARDENS, ACCORDING TO THE MAP THEREOF AS RECORDED IN MAP BOOK 7, PAGE 108, PART OF NATIONAL GARDENS, ACCORDING TO THE MAP THEREOF AS RECORDED IN MAP BOOK 11, PAGES 1 THROUGH 5, INCLUSIVE, AND PART OF THE REVISED PLAT OF NATIONAL GARDENS AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 24, TOWNSHIP 13 SOUTH RANGE 31 EAST, THENCE S89°57'37"E ALONG THE NORTH LINE OF SECTION 24 A DISTANCE OF 530.94 FEET; THENCE S39°18'33"E DEPARTING SAID SECTION LINE A DISTANCE OF 970.33 FEET; THENCE S79°15'13"E A DISTANCE OF 1984.77 FEET; THENCE N78°39'47"E A DISTANCE OF 641.29 FEET TO THE WESTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY; THENCE S24°59'47"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 879.74 FEET; THENCE S30°58'22"E CONTINUING ALONG SAID RIGHT OF WAY A DISTANCE OF 1855.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID RIGHT OF WAY HAVING A CENTRAL ANGLE OF 30°03'15", A RADIUS OF 1040.00 FEET, FOR AN ARC LENGTH OF 545.52 FEET; THENCE S21°49'13"E DEPARTING SAID RIGHT OF WAY LINE A DISTANCE OF 1426.20 FEET; THENCE S22°16'55"E A DISTANCE OF 3230.17 FEET; THENCE N67°40'20"E A DISTANCE OF 584.17 FEET; THENCE S61°20'15"W A DISTANCE OF 453.17 FEET; THENCE N86°20'15"E A DISTANCE OF 156.23 FEET; THENCE S67°40'20"W A DISTANCE OF 281.86 FEET; THENCE S22°16'55"E A DISTANCE OF 1337.51 FEET TO A POINT ON THE NORTH LINE OF THE VILLAGE OF PINE RUN, AS RECORDED IN MAP BOOK 35, PAGES 40 THROUGH 45, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S88°08'55"W ALONG THE SAID NORTH LINE AND ITS WESTERLY PROJECTION A DISTANCE OF 2134.80 FEET TO THE NORTHWEST CORNER OF THE VILLAGE OF PINE RUN 2ND ADDITION, AS RECORDED IN MAP BOOK 35, PAGES 148 AND 149, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S01°17'28"E ALONG THE WEST LINE OF THE VILLAGE OF PINE RUN, 2ND ADDITION, A DISTANCE OF 1198.65 FEET TO THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AFORESAID; THENCE S88°22'40"W ALONG THE SOUTH LINE OF SAID SECTION 25 A DISTANCE OF 587.30 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST RIGHT OF WAY LINE OF MANTANZAS STREET AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S02°05'06"E ALONG THE SAID WEST RIGHT OF WAY A DISTANCE OF 298.90 FEET TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 3, REVISED PLAT OF NATIONAL GARDENS, AFORESAID; THENCE S87°58'56"W ALONG THE SOUTH LINE OF SAID LOT 3, BLOCK 3 AND ALONG THE SOUTH LINE OF LOT 3, BLOCK 4, LOT 3, BLOCK 5 AND LOT 3, BLOCK 6, A DISTANCE OF 1307.40 FEET; THENCE S24°47'41"W DEPARTING SAID SOUTH LOT LINE, A DISTANCE OF 31.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 26°52'48", A RADIUS OF 1096.00 FEET, A CHORD BEARING OF S11°21'17"W, FOR AN ARC LENGTH OF 514.18 FEET, SAID POINT BEING ON THE EAST RIGHT OF WAY OF HAMMOND STREET, AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, AFORESAID, SAID POINT ALSO BEING THE POINT OF COMMENCEMENT FOR PARCEL 2 OF THIS DESCRIPTION; THENCE N02°05'06"W ALONG THE SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 792.50 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, AS SHOWN ON THE AFORESAID REVISED PLAT OF NATIONAL GARDENS; THENCE N88°22'40"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 287.31 FEET; THENCE N01°16'57"W A DISTANCE OF 80.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF PENNSYLVANIA AVENUE AS SHOWN ON THE PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 7, PAGE 108, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S88°22'40"W ALONG THE NORTH RIGHT OF WAY LINE, A DISTANCE OF 268.26 FEET TO THE EAST RIGHT OF WAY LINE OF HAMMOND AVENUE, SAID PLAT OF NATIONAL GARDENS; THENCE N02°05'06"W ALONG THE EAST RIGHT OF WAY LINE, A DISTANCE OF 855.40 FEET; THENCE S88°22'40"W ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 9, BLOCK 172, SAID PLAT OF NATIONAL GARDENS, A DISTANCE OF 405.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE S02°05'06"E ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 126.20 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE N88°22'40"E ALONG THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 345.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HAMMOND AVENUE, AFORESAID; THENCE S02°05'06"E ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 728.20 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF PENNSYLVANIA AVENUE, AFORESAID; THENCE S88°22'40"W ALONG THE SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 276.00 FEET TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 172, PLAT OF NATIONAL GARDENS, AFORESAID; THENCE N02°05'06"W ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 350.60 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE S88°22'40"W ALONG THE NORTH LINE OF SAID LOT 3 AND LOT 2, A DISTANCE OF 276.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2, THENCE S02°05'06"E ALONG THE WEST LINE IF SAID LOT 2, A DISTANCE OF 350.60 FEET TO THE NORTH RIGHT OF WAY OF PENNSYLVANIA AVENUE, AFORESAID; THENCE S88°22'40"W ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 927.11 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF INTERSTATE HIGHWAY 1-95; THENCE NORTHERLY ALONG THE EASTERLY LINE OF INTERSTATE 1-95 THE FOLLOWING COURSES AND DISTANCES, N17°17'31"W A DISTANCE OF 6.79 FEET; N01°39'54"W A DISTANCE OF 181.15 FEET; S88°20'06"W A DISTANCE OF 30.00 FEET; N08°19'09"W A DISTANCE OF 176.50 FEET; N01°08'35"E A DISTANCE OF 417.56 FEET; N88°20'06"E A DISTANCE OF 30.00 FEET N01°39'54"W A DISTANCE OF 611.55 FEET; N01°08'35"E A DISTANCE OF 849.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11°34'37", A RADIUS OF 3969.83 FEET, A CHORD BEARING OF N04°38'44"W, FOR AN ARC LENGTH OF 802.13 FEET; THENCE N01°39'54"W A DISTANCE OF 189.89 FEET; THENCE S88°20'06"W DISTANCE OF 30.00 FEET; TO A POINT ON A CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07°50'06", A RADIUS OF 3969.83 FEET, A CHORD BEARING OF N16°50'30"W, FOR AN ARC LENGTH OF 542.86 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N20°45'33"W A DISTANCE OF 4504.55 FEET TO A POINT ON THE WEST LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE DEPARTING THE EASTERLY LINE OF INTERSTATE 1-95, N01°50'18"W ALONG THE WEST LINE OF SECTION 24 A DISTANCE OF 2620.50 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM LOT 9, BLOCK 192, LOTS 13 AND 15, BLOCK 195, LOTS 11 AND 12, BLOCK 196, LOT 18, BLOCK 200, ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 42 THROUGH 59, INCLUSIVE, AND LOT 13, BLOCK 217, ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 68 THROUGH 72, INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, AND CONTAINING 45,681,566.26 SQ. FEET OR 1,048.70 ACRES MORE OR LESS (CONTINUED ON SHEET 3 OF 4)



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LEGAL DESCRIPTION: (CONTINUED FROM SHEET 2 OF 4)

TOGETHER WITH

PARCEL 2

FROM THE POINT OF COMMENCEMENT OF PARCEL 2 AS DESCRIBED IN THE ABOVE PARCEL 1 DESCRIPTION; THENCE S87°54'30"W, 100.00 FEET TO THE POINT OF BEGINNING OF PARCEL 2 AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1,196.00 FEET AND CENTRAL ANGLE OF 14°51'36" WITH A CHORD BEARING N05°20'42"E 309.32 FEET; THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 310.19 FEET TO A POINT ON THE EAST LINE OF LOT 6, BLOCK 7, SAID POINT ALSO LYING ON THE WEST RIGHT OF WAY LINE OF HAMMOND STREET, A 60.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID WEST RIGHT OF WAY LINE, S02°05'06"E, 776.05 FEET TO THE NORTH RIGHT OF WAY LINE OF INDIANA AVENUE, A 60.00 FOOT PUBLIC RIGHT OF WAY, AND THE SOUTHEAST CORNER OF LOT 7, BLOCK 21, SAID REVISED PLAT OF NATIONAL GARDENS, SAID POINT ALSO BEING THE POINT OF COMMENCEMENT OF PARCEL 3; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF INDIANA AVENUE, S87°58'51"W, 40.00 FEET; THENCE N02°05'06"W, 469.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 26,979 SQ. FT. OR 0.62 ACRES, MORE OR LESS.

TOGETHER WITH

PARCEL 3

FROM THE POINT OF COMMENCEMENT OF PARCEL 3 AS DESCRIBED IN THE ABOVE PARCEL 2 DESCRIPTION; THENCE ALONG THE WEST RIGHT OF WAY LINE OF HAMMOND STREET, A 60.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, S02°05'06"E, 60.00 FEET TO THE NORTHEAST CORNER OF LOT 1 BLOCK 34, SAID POINT ALSO LYING ON THE SOUTH RIGHT OF WAY LINE OF INDIANA AVENUE, A 60.00 FOOT PUBLIC RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS AND THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY OF HAMMOND STREET, S02°05'06"E, 669.32 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF BROADWAY AVENUE, A 100.00 FOOT PUBLIC RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, S40°14'32"W, 91.23 FEET TO THE SOUTHEAST CORNER OF LOT 13, BLOCK 34, SAID POINT ALSO BEING THE NORTH RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY AS SHOWN ON SAID REVISED PLAT OF NATIONAL GARDENS AND SAID POINT BEING THE POINT OF COMMENCEMENT FOR PARCEL 4; THENCE ALONG THE SOUTH LINE OF SAID LOT 13 AND THE NORTH RIGHT OF WAY LINE OF SAID ALLEY, N49°46'30"W, 119.77 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13 AND THE EAST RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY AS SHOWN ON SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG SAID EAST RIGHT OF WAY LINE AND THE WEST LINE OF LOTS 13, 12, 11, 10, 9, AND 8, BLOCK 34, N02°05'06"W, 306.32 FEET TO THE NORTHWEST CORNER OF SAID LOT 8, BLOCK 34; THENCE ALONG THE NORTH LINE OF SAID LOT 8, BLOCK 34, N87°58'51"E, 110.00 FEET; THENCE DEPARTING SAID NORTH LINE OF LOT 8, N02°05'06"W, 350.00 FEET TO SAID SOUTH RIGHT OF WAY LINE OF INDIANA AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, N87°58'51"E, 40.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 66,386 SQ. FT. OR 1.52 ACRES, MORE OR LESS.

TOGETHER WITH

PARCEL 4

FROM THE POINT OF COMMENCEMENT OF PARCEL 4 AS DESCRIBED IN THE ABOVE PARCEL 3 DESCRIPTION; THENCE S40°14'32"W, 15.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF LOT 14, BLOCK 34 AND SAID POINT ALSO LYING ON THE NORTHWESTERLY RIGHT OF WAY LINE OF BROADWAY AVENUE, A 100.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, S40°14'32"W, 150.00 FEET TO THE SOUTHEAST CORNER OF LOT 16, BLOCK 34, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 16, N49°46'18"W, 2.74 FEET TO THE BEGINNING OF A NON TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 663.95 FEET AND CENTRAL ANGLE OF 13°15'15" WITH A CHORD BEARING N28°24'47"E, 153.25 FEET; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 153.59 FEET TO THE NORTHERLY LINE OF SAID LOT 14, BLOCK 34 AND THE SOUTHERLY RIGHT OF WAY LINE OF SAID 15.00 FOOT ALLEY; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 14 AND THE SOUTHERLY LINE OF SAID ALLEY, S49°46'18"E, 34.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,313 SQ. FT. OR 0.05 ACRES, MORE OR LESS.



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LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD

PORT ORANGE, FL 32127

(386) 761-5385

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SURVEYORS NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE ASSUMED WITH THE BEARING ON THE NORTH LINE OF SECTION 24 BEING S89°57'37E.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. ELEVATIONS REFER TO N.G.V.D. OF 1929, PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION MONUMENT 79-78-A36 HAVING A PUBLISHED ELEVATION OF 17.10 FEET.
6. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE "X", "AH" AND "A". THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. MAP NOS. 12127C0182J, 12127C0184J, 12127C0201H & 12127C0203J. MAP EFFECTIVE DATE: FEBRUARY 19, 2014. APPROXIMATE SCALE: 1"=1000'.
7. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
8. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.
9. LIST OF LOTS (NOT VACATED) THAT ARE BI-SECTED BY THE EAST PROPERTY LINE OF THIS SKETCH OF DESCRIPTION:
 ORMOND ON THE BAY, OAKWOOD PARK SECTION - PART ONE: LOTS 9 & 10, BLOCK 182; LOTS 10 & 13, BLOCK 180; LOTS 1 THRU 20, BLOCK 179; LOT 1, BLOCK 178; LOTS 2 & 3, BLOCK 187; LOTS 17 & 18, BLOCK 174
 ORMOND ON THE BAY, OAKWOOD PARK SECTION - PART SIX: LOTS 17 & 18, BLOCK 173; LOTS 18 THRU 22, BLOCK 191
 ORMOND ON THE BAY, OAKWOOD PARK SECTION - PART FOUR: LOTS LOTS 3 & 4, THE NORTH 1/2 OF LOT 5, LOTS 24, 25, & 26, BLOCK 203

REFERENCE:

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF	PLANTATION OAKS OF ORMOND BEACH, LLC	5-22-18	17-0391
DESCRIPTION	PLANTATION OAKS OF ORMOND BEACH II, LLC		
NOT CERTIFIED	TO ANY ENTITIES AND/OR INDIVIDUALS OTHER	THAN THOSE LISTED ABOVE.	

SHEET 4 OF 4

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR: PLANTATION OAKS OF ORMOND BEACH, LLC AND PLANTATION OAKS OF ORMOND BEACH II, LLC

	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION	5-22-18	17-0391		DH	JZ
BOUNDARY SURVEY					
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J.E. ZAPERT, P.L.S. NO. 4046
 STEVEN T. KRUGER, P.L.S. NO. 4722
 C.O. VAN KLEECK JR., P.S.M. NO. 6149
 MICHAEL S. MURPHY, P.S.M. NO. 6208

LEGAL DESCRIPTION

LOT 9, BLOCK 192, AS PLATTED IN THE ORMOND ON THE BAY OAKWOOD PARK SECTION, PART-TWO, MAP BOOK 11, PAGE 53, OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF PLANTATION OAKS BLVD (A 100 FOOT RIGHT-OF-WAY) AS PLATTED IN THE PLAT OF PLANTATION OAKS OF ORMOND BEACH-UNIT 1, MAP BOOK 59, PAGES 138-154, OFFICIAL RECORDS OF VOLUSIA COUNTY FLORIDA, AND THE WESTERLY LINE OF OLD DIXIE HIGHWAY (A 80 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND OCCUPIED); RUN THENCE S43°35'41"W ALONG SAID CENTERLINE A DISTANCE OF 253.89 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING CHORD BEARING OF S42°37'37"W, A CHORD DISTANCE OF 84.44 FEET, A RADIUS OF 2500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 84.45 FEET; THENCE DEPARTING SAID ARC, RUN S21°52'33"E A DISTANCE OF 2892.43 FEET TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF SAID LOT 9, SAID POINT ALSO KNOW AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE S21°52'33"E A DISTANCE OF 130.00 FEET: THENCE S68°07'05"W A DISTANCE OF 50.00 FEET; THENCE N21°52'33"W A DISTANCE OF 130.00 FEET; THENCE N68°07'05"E A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 6,500 SQ. FT. OR 0.15 AC. MORE OR LESS

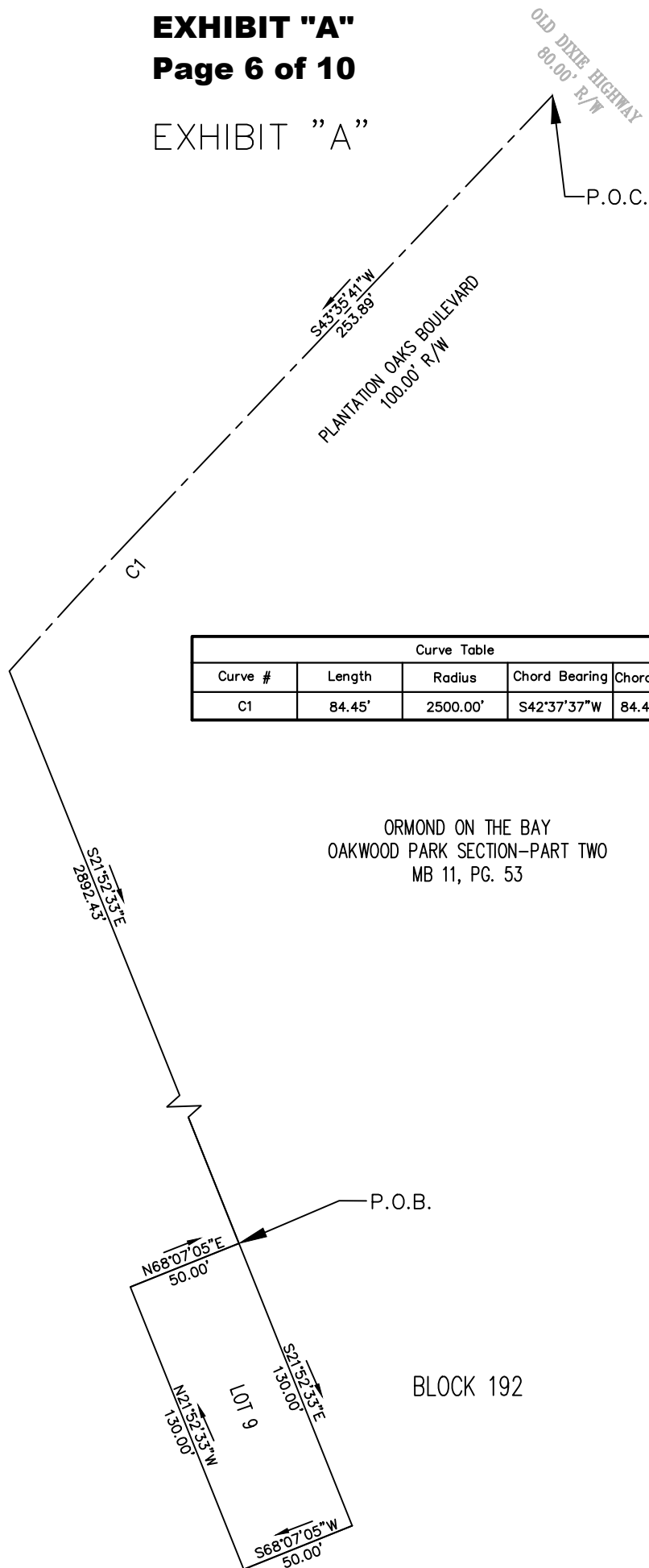
SEE EXHIBIT "A" FOR SKETCH OF DESCRIPTION

EXHIBIT "A"

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8.A.b

EXHIBIT "A"



ORMOND ON THE BAY
OAKWOOD PARK SECTION-PART TWO
MB 11, PG. 53

BLOCK 192

EXHIBIT "A"
Page 7 of 10

8.A.b

LEGAL DESCRIPTION

LOT 15, BLOCK 195, AS PLATTED IN THE ORMOND ON THE BAY OAKWOOD PARK SECTION, PART-TWO, MAP BOOK 11, PAGE 53, OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF PLANTATION OAKS BLVD (A 100 FOOT RIGHT-OF-WAY) AS PLATTED IN THE PLAT OF PLANTATION OAKS OF ORMOND BEACH-UNIT 1, MAP BOOK 59, PAGES 138-154, OFFICIAL RECORDS OF VOLUSIA COUNTY FLORIDA, AND THE WESTERLY LINE OF OLD DIXIE HIGHWAY (A 80 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND OCCUPIED); RUN THENCE S43°35'41"W SAID CENTERLINE A DISTANCE OF 253.89 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING CHORD BEARING OF S38°17'08"W, A CHORD DISTANCE OF 462.63 FEET, A RADIUS OF 2500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 463.30 FEET; THENCE DEPARTING SAID ARC, RUN THENCE S21°52'33"E A DISTANCE OF 1918.59 FEET TO A POINT OF INTERSECTION WITH THE NORTHWEST CORNER OF SAID LOT 15, SAID POINT ALSO KNOW AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE S21°52'33"E A DISTANCE OF 50.00 FEET; THENCE N68°07'27"E A DISTANCE OF 125.00 FEET; THENCE N21°52'33"W A DISTANCE OF 50.00 FEET; THENCE S68°07'27"W A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 6,250 SQ.FT. OR 0.14 AC. MORE OR LESS

SEE EXHIBIT "A" FOR SKETCH OF DESCRIPTION

EXHIBIT "A"

Page 8 of 10 EXHIBIT "A"

8.A.b

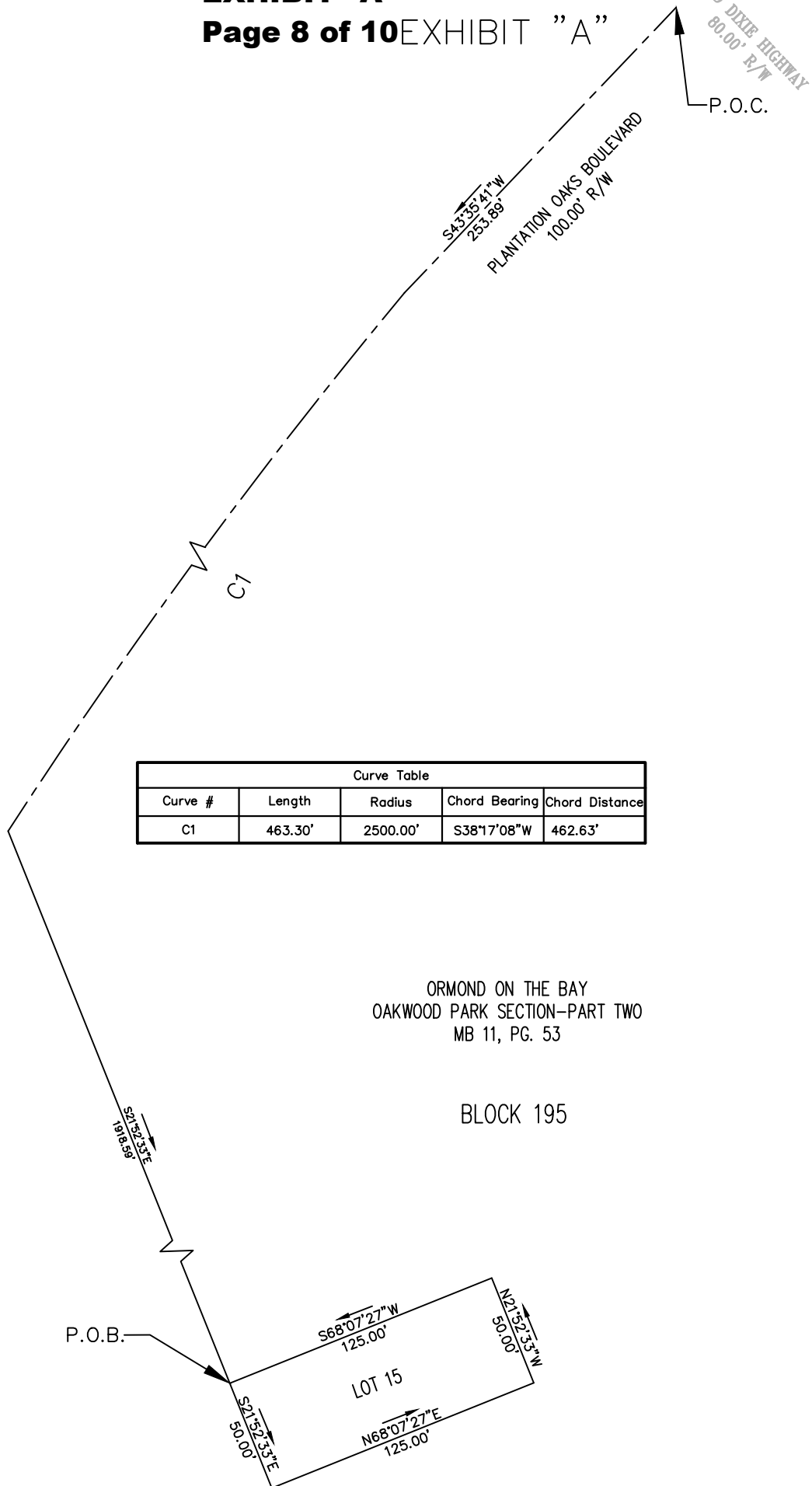


EXHIBIT "A"
Page 9 of 10

8.A.b

LEGAL DESCRIPTION

LOT 18, BLOCK 200, AS PLATTED IN THE ORMOND ON THE BAY OAKWOOD PARK SECTION, PART-THREE, MAP BOOK 11, PAGE 54, OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF PLANTATION OAKS BLVD (A 100 FOOT RIGHT-OF-WAY) AS PLATTED IN THE PLAT OF PLANTATION OAKS OF ORMOND BEACH-UNIT 1, MAP BOOK 59, PAGES 138-154, OFFICIAL RECORDS OF VOLUSIA COUNTY FLORIDA, AND THE WESTERLY LINE OF OLD DIXIE HIGHWAY (A 80 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND OCCUPIED); RUN THENCE S43°35'41"W ALONG SAID CENTERLINE A DISTANCE OF 253.89 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING CHORD BEARING OF S40°40'20"W, A CHORD DISTANCE OF 254.92 FEET, A RADIUS OF 2500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 255.03 FEET; THENCE DEPARTING SAID ARC, RUN S21°52'33"E A DISTANCE OF 1096.26 FEET TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF SAID LOT 18, SAID POINT ALSO KNOW AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE S21°52'33"E A DISTANCE OF 135.00 FEET; THENCE S68°07'05"W A DISTANCE OF 50.00 FEET; THENCE N21°52'33"W A DISTANCE OF 135.00 FEET; THENCE N68°07'05"E A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

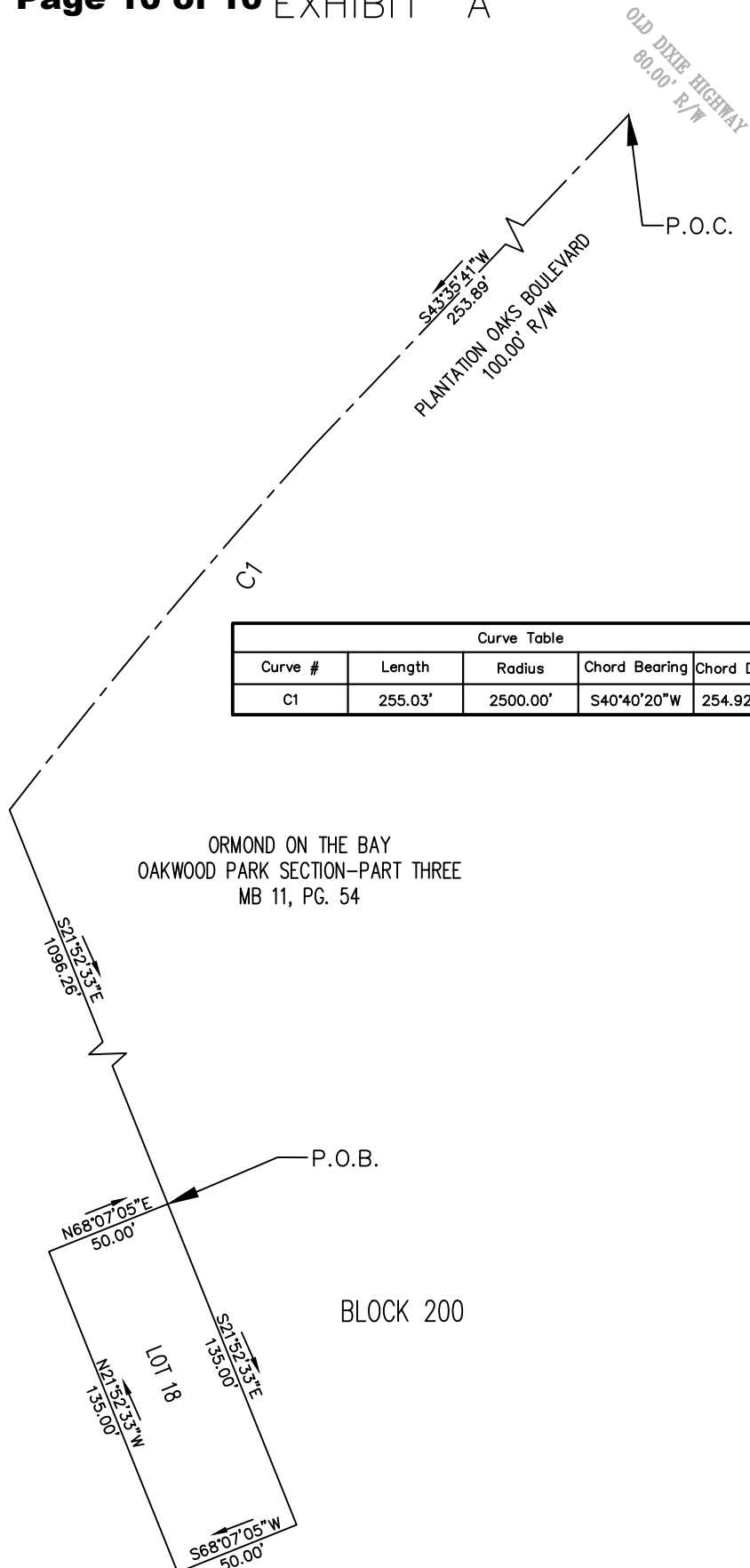
SAID PARCEL CONTAINING 6,750 SQ. FT. OR 0.15 AC. MORE OR LESS

SEE EXHIBIT "A" FOR SKETCH OF DESCRIPTION

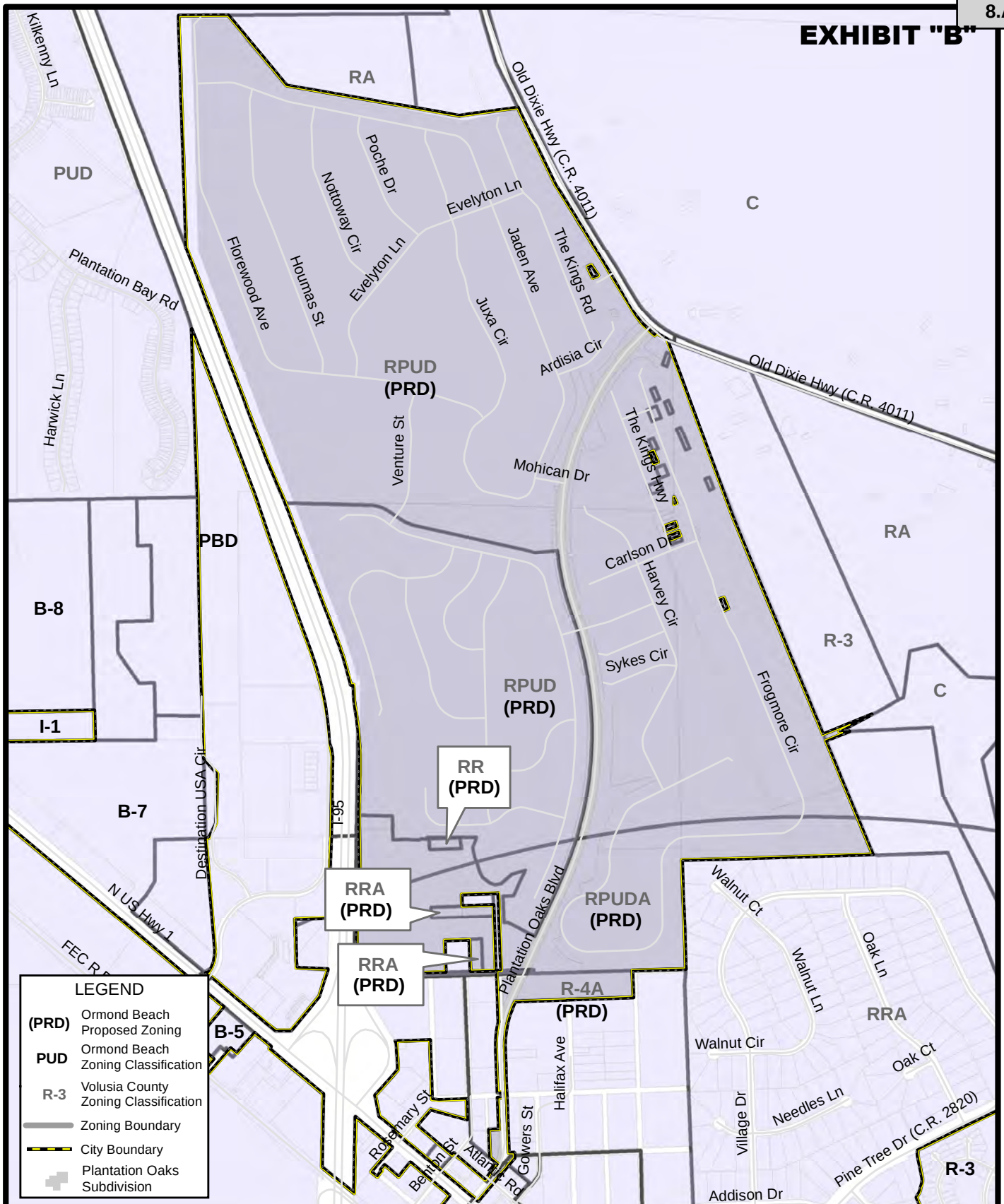
EXHIBIT "A"

Page 10 of 10 EXHIBIT "A"

8.A.b



Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord Distance
C1	255.03'	2500.00'	$S40^{\circ}40'20''W$	254.92'

EXHIBIT "B"

EXISTING AND PROPOSED ZONING PLANTATION OAKS SUBDIVISION

Prepared By: The City of Ormond Beach
G.I.S. Department - March 17, 2020



N.T.S.

STAFF REPORT

City of Ormond Beach Department of Planning

DATE: June 1, 2020

SUBJECT: Plantation Oaks Subdivision
Amendment to Official Zoning Map

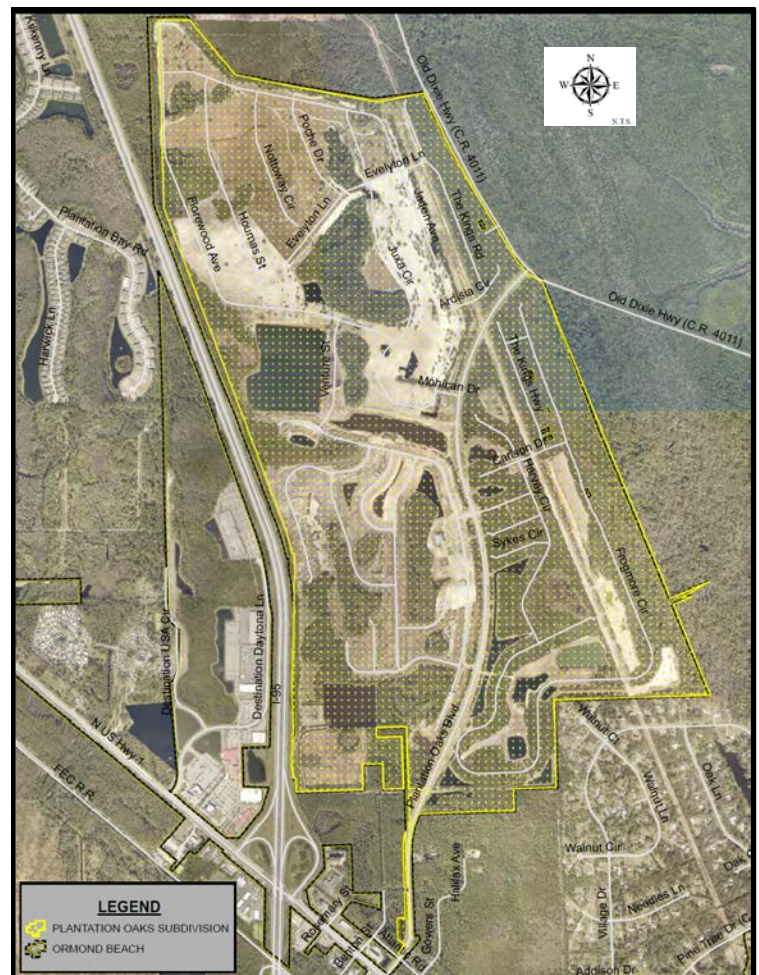
APPLICANT: City Initiated

NUMBER: PRD 2020-022

PROJECT PLANNER: Ormond Beach Planning Department

INTRODUCTION: This is a City initiated request, based upon annexation, to **(1)** amend the City's Official Zoning Map for the Plantation Oaks subdivision from Volusia County Plantation Oaks of Ormond Beach Planned Unit Development (RPUD), Volusia County RR (Rural Residential), Volusia County R-3 (Urban Single Family Residential), Volusia County R-4 (Urban Single Family Residential) and Volusia County R-5 (Urban Single Family Residential) to City of Ormond Beach PRD (Planned Residential Development), **(2)** approve an Ormond Beach development order incorporating the existing Volusia County zoning approvals, and **(3)** authorize an amendment to allow Phase 1 (669 lots) of the Plantation Oaks subdivision to delete the age-restriction that limits residents to 55 years of age and over. All homes constructed within Phase 1 shall only be site built, single-family, standard dwellings on fee simple lots, with no manufactured or mobile homes allowed. The Phase 1 lots would be subject to Volusia County school concurrency. The property is approximately 1,055.80 acres being generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1. Exhibit 1 shows the location of the Plantation Oaks development.

EXHIBIT 1: Plantation Oaks location map



BACKGROUND:

The land area for the Plantation Oaks subdivision has been planned since 1986 when Volusia County adopted the National Gardens Development of Regional Impact (DRI). This section will describe the following past actions related to the Plantation Oaks subdivision as follows:

1. Development of Regional Impact;
2. Volusia County subdivision approvals;
3. Interlocal Service Boundary Agreement;
4. Annexation; and
5. Ormond Beach Comprehensive Plan amendments.

1. Development of Regional Impact (DRI):

The following exhibit provides a list of Volusia County approvals of the Development of Regional Impact dating back to 1986.

EXHIBIT 2: National Gardens Development of Regional Impact approvals

Action/Approval date	Description
December 30, 1986 Volusia County Resolution 86-192 Book 2934, Pages 0979-0995	National Gardens Development of Regional Impact (DRI) approved 3,930 residential units on 2,009 acres.
June 25, 1998 Volusia County Resolution 1998-108 Book 4351, Pages 3321-3323	First Volusia County DRI amendment. Text amendment to reduce the Plantation Oaks internal road ROW width from 200' to 100' within 700' of U.S. Highway 1.
April 13, 2000 Volusia County Resolution 2000-72 Unable to locate recording information	Second Volusia County DRI amendment. Amendments include: • Added new phasing map (Map P). • Development Order shall remain in effect for 31 years. Delayed period for 31 years when the property could be down-zoned, the density or intensity reduced.
December 6, 2001 Volusia County Resolution 2001-229 Book 4976, Pages 3426-3432	Third Volusia County DRI amendment. Amendments include: • Revised Map H. • Added new zoning map (Map Z), which included density cap of 2,115 units. • Reduced Plantation Oaks' internal road ROW width to 100' for the entire length. • Eliminated access to Tall Pines and Addison Drive.

Action/Approval date	Description
November 21, 2002 Volusia County Resolution 2002-197 Book 4976, Pages 3433-3438	Fourth Volusia County DRI amendment. Amendments include: - Revised Map H for the Plantation Oaks area of the DRI to: (a) relocate fire station and school site, (b) allow 150 acres for a golf course, and (c) allow 1.3 acres of neighborhood commercial (maximum 25,500 square feet). - Revised Map P for the entire DRI area. - Added subparagraph section B(1)(c), which reads: “All homes constructed within the Plantation Oaks project shall be site built, single-family, standard dwellings on fee simple lots.”
November 11, 2004 Volusia County Resolution 2004-229 Book 5440, Pages 929-942	Fifth Volusia County DRI amendment. Amendments include: - Removed 407 acres of land from the DRI adding it to the Tomoka State Park. - Revised Map H. - Eliminated phasing dates (Revised Map P). - Revised Map Z.
February 9, 2012 Volusia County Resolution 2012-37 Book 6683, Pages 509-514	Sixth Volusia County DRI amendment. Amended subparagraph section B(1)(c), to read: All homes constructed within the Plantation Oaks project shall be site built, single-family, standard dwellings on fee simple lots. Development of any mobile home park within a phase shall include a hardened central clubhouse, consistent with Policy 1.1.2.4 of the Volusia County Comprehensive Plan and meeting the requirements of 9J-2.0256(5)(a)(3), F.A.C., and shall be constructed with the development infrastructure. A Certificate of Occupancy for the hardened central clubhouse shall be issued prior to the issuance of any Certificate of Completion for any home sold for use as a residence, except that Certificates of Completion may be issued for model homes that are not occupied as a residence prior to the completion of the clubhouse.

Ormond Lakes: The land area for Ormond Lakes annexed into Ormond Beach and was issued a Development Order in 1990. There were no specific DRI amendments for the Ormond Lakes land area.

EXHIBIT 3: Ormond Lakes approvals

Action/Approval date	Description
October 16, 1990 Ormond Beach Resolution 90-159 Book 3716, Pages 3373-3424	- Ormond Beach annexed (Ordinance 89-25) approximately 598 acres, 500 acres of the DRI to become Ormond Lakes. - Established development standards (lot sizes, setbacks, and building height) and infrastructure improvements. - Maximum of 656 residential units and 6,000 square feet of neighborhood commercial uses allowed.
Resolution 94-235 Book 3970, Page 3326 Book 3981, Page 1199	First Ormond Beach amendment to extend the Development Order for the start of construction.
April 18, 2000 Ormond Beach Resolution 2000-64 Book 4545, Pages 1210-1214	Second Ormond Beach DRI amendment for Ormond Lakes. Amendments include: - Amended development order for the phasing schedule. - Extended project build-out date. - Established a maximum lot coverage of forty (40%) percent for type B single-family homes.

2. Volusia County approvals. The following approvals have been granted to the Plantation Oaks subdivision. The approvals include actions approval by the Volusia County Council in 2002 and 2012 and a series of minor amendments approved by Volusia County.

EXHIBIT 4: Volusia County approvals

Action/Approval date	Description
November 21, 2002 Volusia County Council Resolution 2002-199 Book 4988, Pages 140-211	Zoning approval for 1,577 residential units. Key components include: 1,033.75 acres in subdivision. - Units are to be site built, single-family, standard dwellings on fee simple lots. - Adult community with a minimum of 80% of the residents 55 years or older. - Project agreed to pay school impact fee for all dwellings. - Established development standards. - Provided 217 acres for a golf course. - Required a 100-foot right-of-way from U.S. Highway 1 to Old Dixie Highway. - Internal roadways shall be private.

Action/Approval date	Description
August 9, 2006 Volusia County Minor amendment Book 6281, Page 3136-3161	Utility Service Agreement for Plantation Oaks of Ormond Beach and County of Volusia/State of Florida.
July 18, 2007 Volusia County Minor amendment Book 6100, Pages 2016-2020	Minor amendment to 2002 RPUD to increase the required buffer on Old Dixie Highway to 175 feet.
August 12, 2008 Volusia County Minor amendment Book 6268, Page 3768	Minor amendment to update the project construction phasing and schedule.
September 23, 2009 Volusia County Minor amendment Book 6407, Page 456-477	Minor amendment to 2002 RPUD to Locate regional wastewater treatment facility in the NW corner of the PUD and relocate twelve (12) single-family lots from unit 1A to Unit 2.
January 19, 2012 Volusia County Council Resolution 2001-229 Book 6674, Pages 2025-2069	First major amendment to 2002 RPUD to: • Delete the requirement for standard dwelling units and allowed mobile homes. • Required hardened central clubhouse for the development of manufactured homes.
December 4, 2015 Volusia County Minor amendment Resolution 2012-24 Book 7201 Pages 1720-1753	Minor amendment to 2012 RPUD include: • Include the option of constructing Lakes and Open Space in-lieu of a Golf Course. • Revision date for the new RPUD Preliminary Plan. • Revises the project phasing schedule. • Revises several sections to change the project water and sewer provider from Volusia County Utilities to the City of Ormond Beach.
July 15, 2016 Volusia County Minor amendment Book 7285 Pages 4169-4175	Minor amendment to 2012 RPUD to include: • Provide alternate school site and pre pay school impact fees for entire development. • Release Plantation Oaks of Ormond Beach school site and reserve Future Development Rights on the site. • Donate a 23.11 <u>14.35</u> acre school site as indicated on the preliminary plan adjacent to Westside Elementary in the City of Daytona Beach to the Volusia County School Board, and prepay the remaining school impact fee for the entire age restricted development prior to December 30, 2016 satisfying school impact fee payment for the entire <u>1,577</u> age restricted site.

Action/Approval date	Description
August 17, 2018 Volusia County Minor amendment Book 7610 Pages 240-250	Minor amendments as follows: RES #2002-199 Amendments - Amend Exhibit A "Legal Description". - Amend exhibit B "typical 65x110 lot irrigation plan" RES#2012-24 Amendment. - Exhibit C "Signage" <u>adjacent to Plantation Oaks Boulevard, north of intersection with Pennsylvania Avenue. Minimum 10-foot setback from Plantation Oaks Boulevard right-of-way, two (2) 9-foot tall brick columns with two (2) signs (1 per column), at the sales center and maintenance yard and will be monument signs, or 9-foot column, with a maximum copy area of 12 square feet.</u>
January 10, 2019 Volusia County Minor amendment Book 7644 Pages 2820-2831	Amendments to RES#2002-199 100-foot right-of-way Median Roadway Section Typical Landscape Plan is eliminated and the addition of four specific median landscape plans for Plantation Oaks Boulevard is shown in "Exhibit C" Median Landscape As-Built Plan. Amendments to RES#2002-199 and RES#2012-24 - Development Standards - Lots adjacent to Lake #32 may provide the 15ft landscape perimeter buffer plantings prior to the issuance of a Certificate of Occupancy for single-family dwellings. - Open Space <u>Adjacent to Plantation Oaks Boulevard: allow areas to remain unplanted as to retain the existing views of Lakes #32, #47, #56, #65, #70 and #71, as delineated on Exhibit B, Preliminary Plan, Sheets 9 and 10, Order and Resolution #2002-199, as amended; plantings within the required 50-foot open space corridor may be completed with the construction of individual development phases; and retain the existing native vegetation adjacent to the bank areas of these lakes which do not directly front on this roadway.</u>

- 3. Interlocal Service Boundary Agreement (ISBA):** The ISBA allowed the City of Ormond Beach to obtain jurisdictional authority of land use planning, zoning, permitting and code enforcement of the ISBA for properties within Ormond Beach and unincorporated Volusia County. The planning process for the U.S. 1 corridor dates back to 1992 and continues today.

EXHIBIT 5: Interlocal Service Boundary Agreement approvals

Action/Approval Date	Description
April 7, 1992 Resolution 1992-70	Authorized the construction of potable water and sanitary sewer force mains along North U.S. Highway 1 from the south terminus going north to 1899 North U.S. Highway 1 for the City Provisioners project and the execution of a joint project agreement between Ormond Beach and Volusia County.
September 7, 2010 Resolution 2010-131	Ormond Beach initiated the process to create an Interlocal Service Boundary area established by Chapter 171, Part II, Florida Statutes.
August 19, 2014 Ordinance 2014-27	Authorized the execution of the Interlocal Service Boundary Agreement (ISBA) with Volusia County regarding the North US 1 Joint planning area. The Ordinance also approved a Planning and Services Delivery Sub-Agreement, and itinerant vendor criteria. Ormond Beach took control of land use planning, zoning, permitting and code enforcement of the ISBA for properties within Ormond Beach and unincorporated Volusia County. The agreement specified Volusia County would continue to maintain stormwater conveyance systems and when roadways would transfer to Ormond Beach.
January 20, 2015 Ordinance 2014-42	Amended the Future Land Use, and the Intergovernmental Comprehensive Plan Elements to be consistent with the Interlocal Service Boundary Agreement.
January 20, 2015 Ordinance 2015-5	Amended the City's Future Land Use Map designation with respect to lands in the ISBA/Joint Planning Area.

Action/Approval Date	Description
June 23, 2015 Ordinances 2015-13&14	Amended the City's Official Zoning map to rezone lands in the ISBA/Joint Planning Area.
June 23, 2015 Ordinance 2015-27	Amended the Land Development Code to include itinerant merchant regulations for recognized special events and outdoor entertainment activity and temporary campsites in two categories: 1. All properties operating year-round businesses with documented Business Tax Receipts with Volusia County were placed on the "Recognized Special Event Host" list and allowed to continue operating itinerant activities with approved City permits. 2. The vacant or unimproved properties had a five (5) year period to establish a permanent business to be classified as a recognized special event host. Failure to establish a permanent business would not allow any itinerant vending activities after the five (5) year amortization period.
June 23, 2015 Resolution 2015-136	Ormond Beach acknowledges the completion of land use and zoning actions and established the City of Ormond Beach as the jurisdictional authority over the lands within the ISBA.
August 20, 2019 Ordinance 2019-19	Approved the First Amended Interlocal Service Boundary Agreement for the purpose of expanding the boundary of the Municipal Service Area to include Plantation Oaks subdivision and 11 parcels that are enclaves.

4. Annexation: There are three (3) actions that annexed the Plantation Oaks subdivision into Ormond Beach:

EXHIBIT 6: Annexation approvals

Action/Approval date	Description
August 18, 2015 Resolution 2015-168 Book 297155, Pages 4437-4462	Annexation agreement was approved to serve utilities to Plantation Oaks. Annexation was required as a condition of providing utility services. The property was not contiguous and could not be annexed in 2015.

October 1, 2019 Ordinance 2019-30 Book 7760 Page 3724	Annexation of 1,055.36± acres that is the Plantation Oaks subdivision. The annexation contains a condition that the number of units allowed to be constructed until additional utility improvements are made is 427 units.
May 26, 2020 Ordinance 2020-016	There are three parcels totaling 0.44± that were not included in the original annexation legal description that are owned by Plantation Oaks that were annexed on May 26, 2020.

5. Comprehensive Plan amendments: The following Comprehensive Plan amendments established the city land use for the Plantation Oaks subdivision as well as incorporated the First Amended Interlocal Service Boundary Agreement into the Comprehensive Plan.

EXHIBIT 7: Comprehensive Plan approvals

Action/Approval Date	Description
January 21, 2020 Ordinance 2019-43	Amended the Future Land Use Map designations for the Plantation Oaks subdivision and the 11 enclaves within the First Amended Interlocal Service Boundary Agreement Area.
January 21, 2020 Ordinance 2019-44	Amended the Future Land Use, Transportation, and the Intergovernmental Comprehensive Plan Elements to be consistent with the First Amended Interlocal Service Boundary Agreement.

ANALYSIS:

The land area for the National Gardens Development of Regional Impact included 2,009 acres and was planned for 3,930 residential units. The project was located in unincorporated Volusia County and the DRI was approved in 1986 by the County Council. In 1990, a portion of the DRI was annexed into Ormond Beach and was developed as Ormond Lakes. In 2004, 407 acres of the DRI was added to Tomoka State Park. The remaining land area to be developed is Plantation Oaks which was approved by Volusia County in 2002. In 2015, Ormond Beach consented to be the utility provider for the project and annexation into Ormond Beach occurred in 2019.

The purpose of the zoning map amendment is to incorporate the previous Volusia county approvals into the City of Ormond Beach zoning classification. The zoning map amendment seeks to incorporate the planned development approvals in Volusia County and create the Plantation Oaks Planned Residential Development zoning district. The property owner has requested to allow Phase 1 (669 lots) of the Plantation Oaks subdivision to delete the age-restriction that limits residents to 55 years in age and over.

All homes constructed within Phase 1 shall only be site built, single-family, standard dwellings on fee simple lots, with no manufactured or mobile homes allowed. The development of the Phase 1 lots would be subject to school concurrency.

EXHIBIT 8: Future Land Use designation and zoning classifications

	Current Land Uses	Future Land Use Designation	Zoning Classifications
North	Residential	Volusia County R (Rural) Volusia County ULI (Urban Low Intensity)	Volusia County RA (Rural Agricultural Estate) Volusia County R-3 (Urban Single-Family Residential) Volusia County PUD (Planned Unit Development)
South	Vacant land	Volusia County C (Commercial) Volusia County UMI (Urban Medium Intensity)	Volusia County R-4 (Urban Single-Family Residential)
East	State of Florida conservation lands Village of Pine Run	Volusia County C (Conservation) Volusia County ULI (Urban Low Intensity) Volusia County R (Rural)	Volusia County C (Conservation) Volusia County R-3 (Urban Single-Family Residential) Volusia County RRA (Rural Agricultural Estate)
West	Halifax Plantation I-95 Destination Daytona	Volusia County ULI (Urban Low Intensity) LIC (Low Intensity Commercial)	Volusia County PUD (Planned Unit Development) OB PBD (Planned Business Development)

Key parts of the previous Volusia County development order approvals. The background section provides a summary of the previous development order approvals. The following are key aspects of the project:

1. Volusia County Resolution 86-192 established the approved development entitlements for the National Gardens Development of Regional Impact (DRI) of a maximum of 3,930 residential units on 2,009 acres.

2. Ormond Beach Resolution 90-169 authorized the Ormond Lakes development with a maximum of 656 residential units and 6,000 square feet of neighborhood commercial uses allowed.
3. Resolution 2004-229 dedicated 407 acres of land from the DRI adding it to the Tomoka State Park.
4. Original zoning Resolution (2002-199) was approved and allowed 1,577 residential units and neighborhood commercial of 25,500 square feet. The residential was designed to be an adult community with 80% of the residents being 55 years or older. The Resolution established development standards. The Resolution included plans for 217-acre golf course and required the construction of a 100-foot right-of-way from U.S. Highway 1 to Old Dixie Highway. Finally, the Resolution required all internal roadways for the development be private.
5. A minor amendment in 2007 to increase the required buffer on Old Dixie Highway to 175 feet.
6. In 2012, a major amendment occurred that modified the requirement for standard dwelling units and allowed mobile/manufactured homes. As part of the approval a hardened central clubhouse was required for the development for manufactured homes.
7. In 2015, the City of Ormond Beach was requested to become the utility provider for the development. The city consented and Ormond Beach required an annexation agreement that required annexation once the project became contiguous with the city boundaries.
8. Also in 2015 a minor amendment was approved to include the option of constructing Lakes and Open Space in-lieu of a Golf Course.
9. Construction started in 2016 for Plantation Oaks, Unit 2A, including the hardened clubhouse.
10. In 2019 as construction for Unit 2A was coming to a close, Ormond Beach staff indicated a desire to commence annexation. Upon notification of the proposed annexation to Volusia County, city staff was notified by Volusia County staff through a letter that there was concern that annexation of the Plantation Oaks subdivision would create enclaves that are not allowed under state law. The Volusia County letter stated that annexation of the Plantation Oaks subdivision could be accomplished through an amendment to the North U.S. Highway 1 Interlocal Service Boundary Agreement. The Volusia County letter also stated that through the Interlocal Service Boundary Agreement that Ormond Beach would be responsible for the road maintenance of Plantation Oaks Boulevard.
11. Over time, the Plantation Oaks subdivision has acquired lands which are now part of the oversell subdivision. The proposed zoning map amendment would incorporate all lands owned by Plantation Oaks and incorporate them into the Planned Residential Development utilizing the approved Volusia County development orders.
12. The Planned Residential Development is seeking one change. The change seeks to allow Phase 1 (669 lots) of the Plantation Oaks subdivision to delete the age-

restriction that limits residents to 55 years of age and over. City staff coordinated with Volusia County schools regarding the proposed change. School Board stated,

“The School District does not have an objection to the release of deed restrictions for the requested 669 units of the original 1577 deed restricted units. The developer will need to pay impact fees on these 669 units as outlined in the original agreement. The 669 units in question will also now be subject to school concurrency review. The developer has submitted their application for Plantation Oaks Phase 1A which is the first 121 units of this section to be released from the age restrictions.”

All homes constructed within Phase 1 shall only be site built, single-family, standard dwellings on fee simple lots, with no manufactured or mobile homes allowed. The Phase 1 lots would be subject to Volusia County school concurrency.

CONCLUSION/CRITERIA FOR APPROVAL:

Section 1-18 D.3. of the Land Development Code states that the Planning Board shall review non-planned development rezonings based on the Development Order criteria in Section 1-18.E. of the Land Development Code which are analyzed below:

- 1. The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.**

The Plantation Oaks project dates back to 1986 and has approvals as a Development of Regional Impact and Volusia County development orders. The zoning map amendment is based on annexation into the city based on the connection of utilities. The development plan approved and amended by Volusia County shall transfer into the City of Ormond Beach. Previous development reviews have determined that the development would not adversely affect the public health, safety, welfare or quality of life.

- 2. The proposed development is consistent with the Comprehensive Plan.**

Policy 5.1.1 of the Future Land Use of the Comprehensive Plan states,

“Properties that are annexed into the City of Ormond Beach shall be assigned a similar land use that existed in Volusia County. Property owners may apply for more intensive land uses, but shall be required to provide the data and analysis to justify the increase in density and/or intensity.”

Goal 1 Housing Supply states,

“ENSURE THE AVAILABILITY OF SAFE AND ADEQUATE HOUSING UNITS OF DIFFERENT TYPES, SIZES, AND PRICE RANGES TO MEET THE NEEDS OF ALL CURRENT AND FUTURE RESIDENTS.”

Objective 1.1 Housing Supply states,

“The City shall continue to facilitate the private production of a housing supply, including adequate sites for mobile homes or manufactured

housing and low and moderate income housing, which will meet future community needs and offset housing deficiencies as noted in this Element.”

The city is largely built-out for residential uses and there is limited land area for new residential development. The annexation allows for new residential development within the city that was determined consistent with the Volusia County Comprehensive Plan and is also consistent with the Ormond Beach Comprehensive Plan.

- 3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.**

The environmental impacts have been reviewed and approved with the Volusia County approvals. Land areas, such as the 427 acres, have been set aside for conservation and preservation. As the project has evolved, the once planned golf course is being developed into additional stormwater and open space areas.

- 4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.**

This proposed zoning map amendment is not anticipated to have a significant impact on adjacent properties. The subdivision was approved in Volusia County and this zoning amendment continues the approvals to the City of Ormond Beach zoning designation.

- 5. There are adequate 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.**

Adequate public facilities were determined with the Volusia County approvals. The project has installed Plantation Oaks Boulevard that serves as the primary roadways for the project. The project has also installed water and sewer facilities, recreation, and sidewalks.

- 6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

The traffic impacts of the development have been and reviewed through the Development of Regional Impact and zoning approvals. Part of the requirement for the subdivision was the construction of Plantation Oaks Boulevard. Future subdivision plats shall be reviewed by the Site Plan Review Committee.

7. The proposed development is functional in the use of space and aesthetically acceptable.

The zoning map amendment does not propose any additional site development beyond what has been approved. Future development would require review by the City's Site Plan Review Committee.

8. The proposed development provides for the safety of occupants and visitors.

The subdivision has been reviewed and approved by the County of Volusia and indicates safety for occupants and visitors. The zoning amendment shall continue and incorporate the development standards approved by Volusia County.

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

The subdivision has been reviewed and approved by the County of Volusia and development standards established. The zoning amendment shall continue and incorporate the development standards approved by Volusia County.

10. The testimony provided at public hearings.

There has not been a public hearing at this time. The comments from the Planning Board meeting will be incorporated into the City Commission packet.

Section 1-18.E.3 of the Land Development Code states that the City Commission shall consider rezonings based on the consistency with the Comprehensive Plan. The rezoning is consistent based upon the following points:

- Since the site is already approved and partially developed as the Plantation Oaks Subdivision, the impacts on public facilities and services will not be negatively impacted as a result of the requested zoning amendment from Volusia County Plantation Oaks of Ormond Beach Planned Unit Development (RPUD), Volusia County RR (Rural Residential), R-3 (Urban Single Family Residential), R-4 (Urban Single Family Residential) and R-5 (Urban Single Family Residential) to City of Ormond Beach PRD (Planned Residential Development); and
- The proposed city zoning classification of PRD is the most appropriate based on the "Low Density Residential" land use category.

RECOMMENDATION:

Staff recommends that the Planning Board recommend **APPROVAL** to the City Commission for:

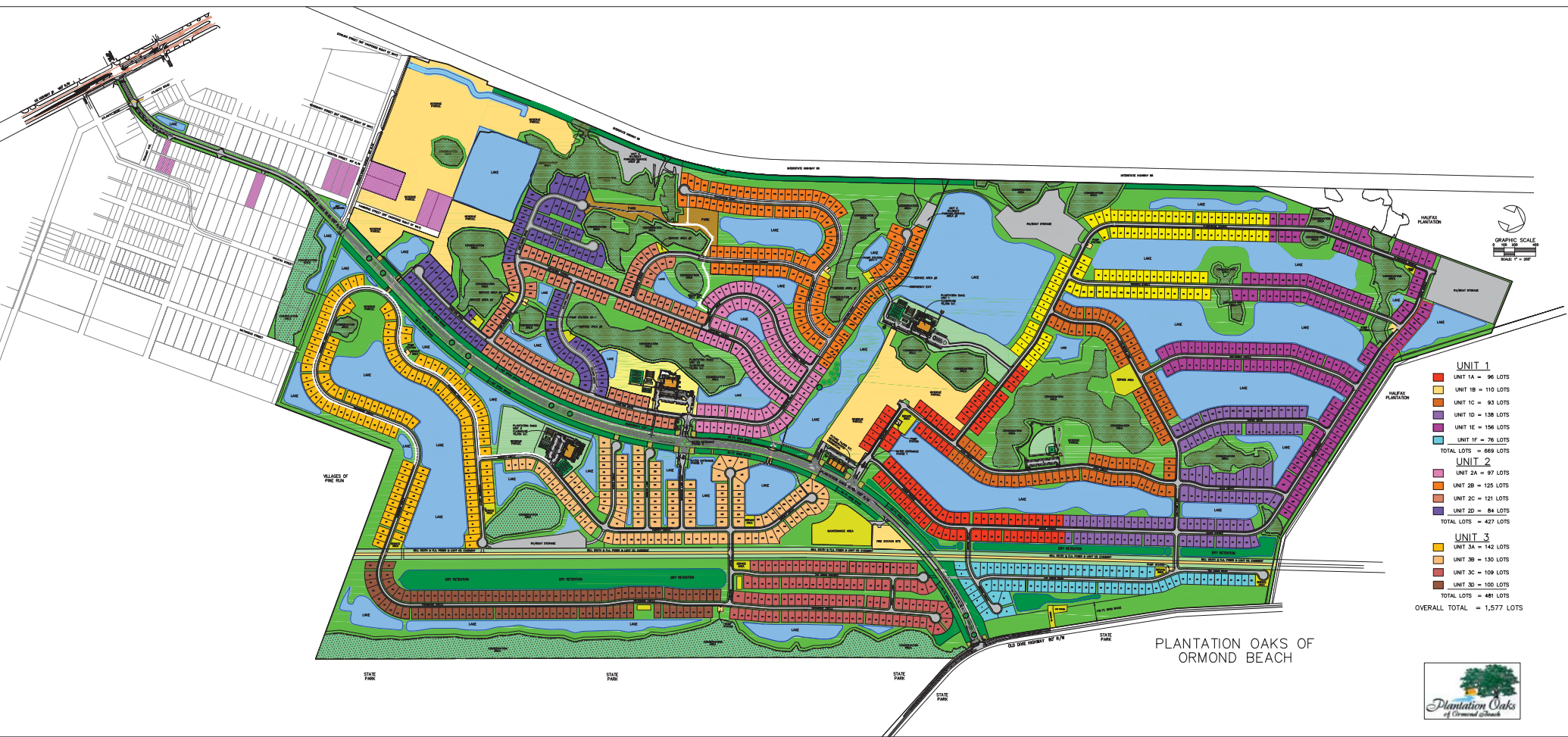
1. A zoning map amendment for Plantation Oaks subdivision of approximately 1,055.80 acres from Volusia County Plantation Oaks of Ormond Beach Planned Unit Development (RPUD), Volusia County RR (Rural Residential), Volusia County R-3 (Urban Single Family Residential), Volusia County R-4 (Urban Single Family Residential) and Volusia County R-5 (Urban Single Family Residential) to City of Ormond Beach PRD (Planned Residential Development). The Ormond Beach PRD seeks to incorporate the Volusia County development orders for the subdivision into the city zoning classification;
2. Issuance of a development order incorporating the Volusia County zoning approvals included in Attachment 4; and
3. An amendment to allow Phase 1 (669 lots) of the Plantation Oaks subdivision to delete the age-restriction that limits residents to 55 years in age and over. All homes constructed within Phase 1 shall only be site built, single-family, standard dwellings on fee simple lots, with no manufactured or mobile homes allowed. The Phase 1 lots would be subject to Volusia County school concurrency.

Attachments:

- Attachment 1: Plantation Oaks master plan
- Attachment 2: Subdivision maps and legal description and sketch
- Attachment 3: School Board e-mail
- Attachment 4: Volusia County development order approvals

Attachment 1:

Plantation Oaks master plan

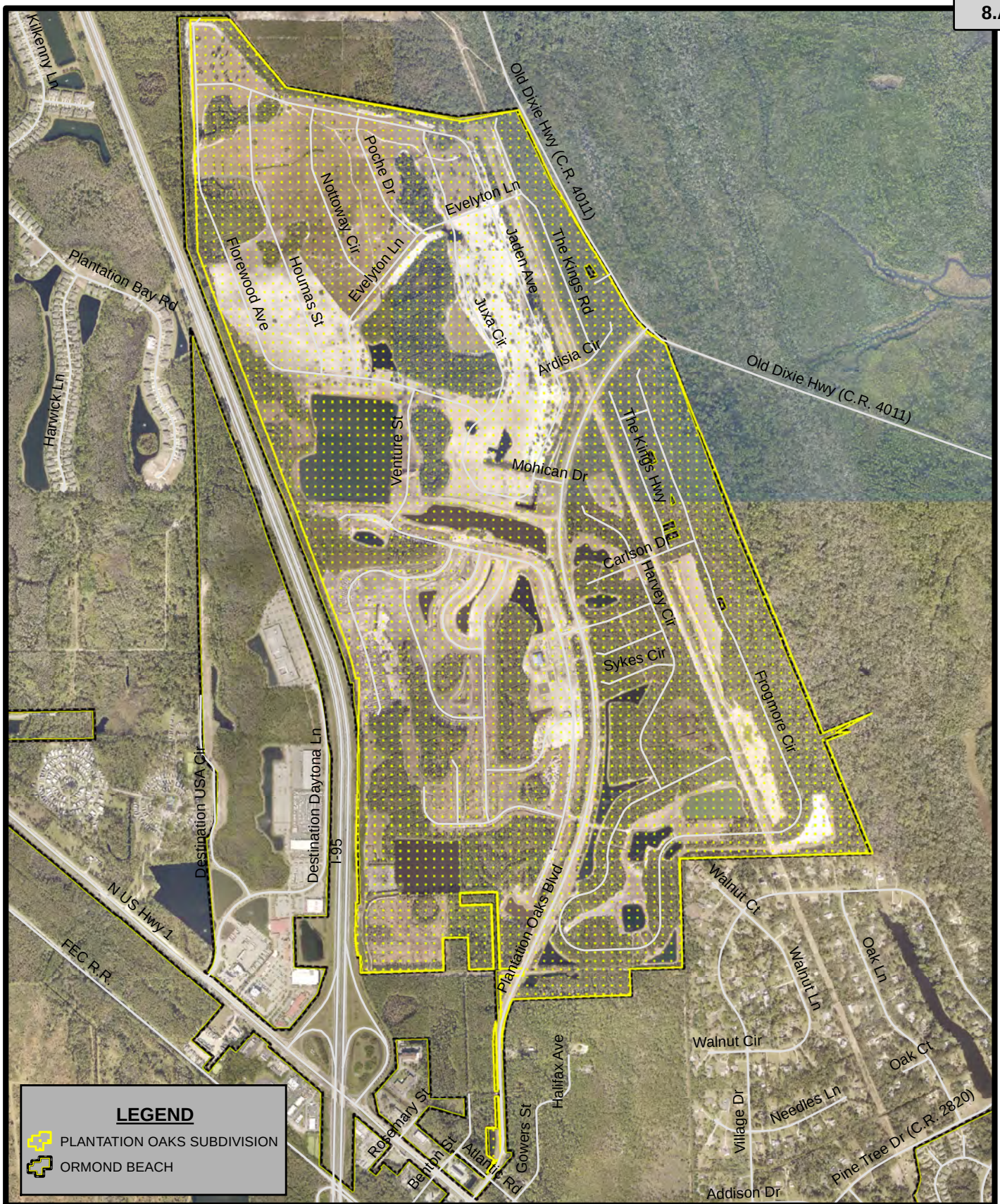


- UNIT 1**
- UNIT 1A = 96 LOTS
 - UNIT 1B = 110 LOTS
 - UNIT 1C = 93 LOTS
 - UNIT 1D = 138 LOTS
 - UNIT 1E = 156 LOTS
 - UNIT 1F = 76 LOTS
 - TOTAL LOTS = 669 LOTS
- UNIT 2**
- UNIT 2A = 97 LOTS
 - UNIT 2B = 125 LOTS
 - UNIT 2C = 121 LOTS
 - UNIT 2D = 84 LOTS
 - TOTAL LOTS = 427 LOTS
- UNIT 3**
- UNIT 3A = 142 LOTS
 - UNIT 3B = 130 LOTS
 - UNIT 3C = 109 LOTS
 - UNIT 3D = 100 LOTS
 - TOTAL LOTS = 481 LOTS
- OVERALL TOTAL = 1,577 LOTS**



Attachment 2:

Subdivision maps and
Legal description

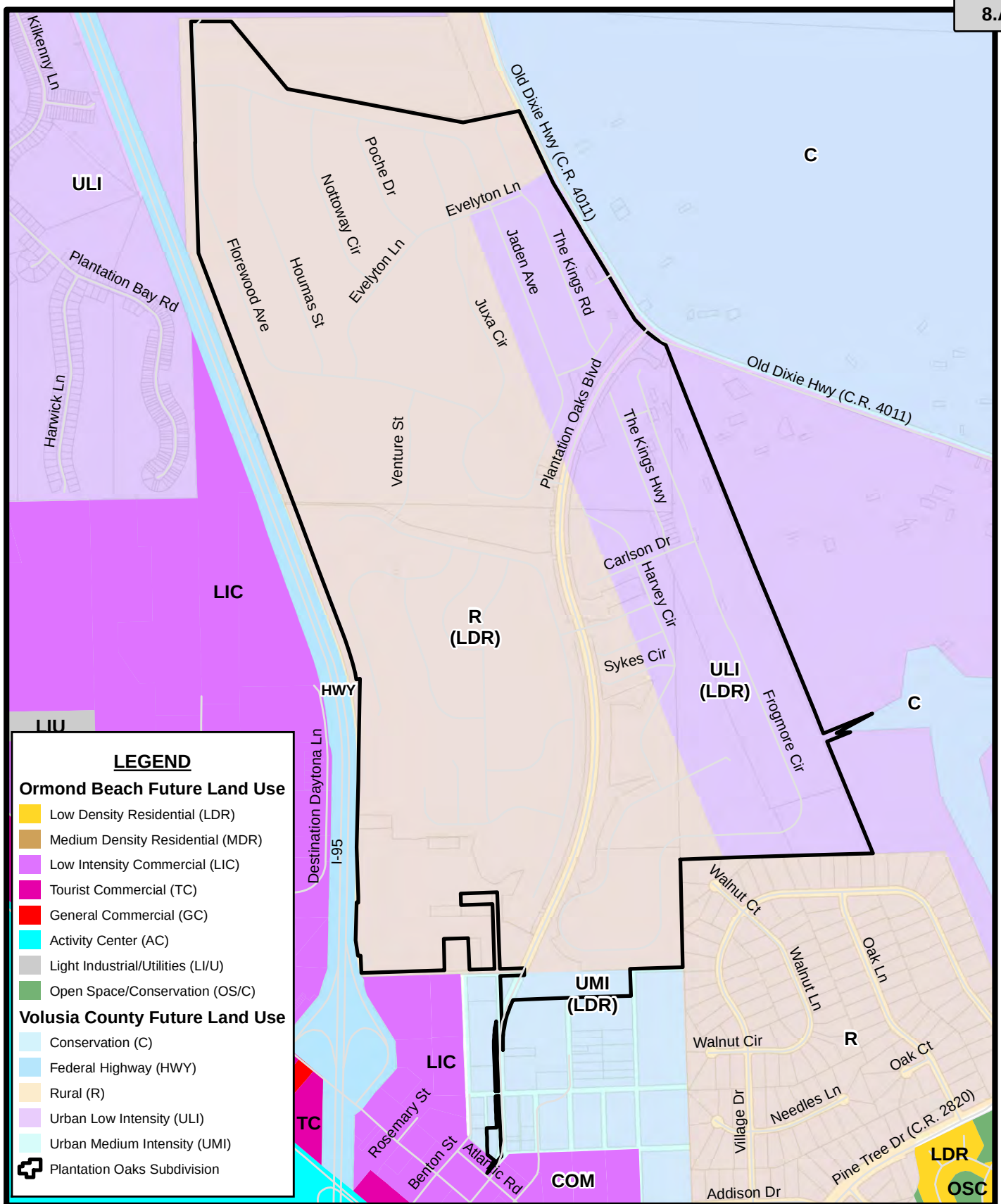


AERIAL MAP PLANTATION OAKS SUBDIVISION

Prepared By: The City of Ormond Beach
G.I.S. Department - March 17, 2020



N.T.S.

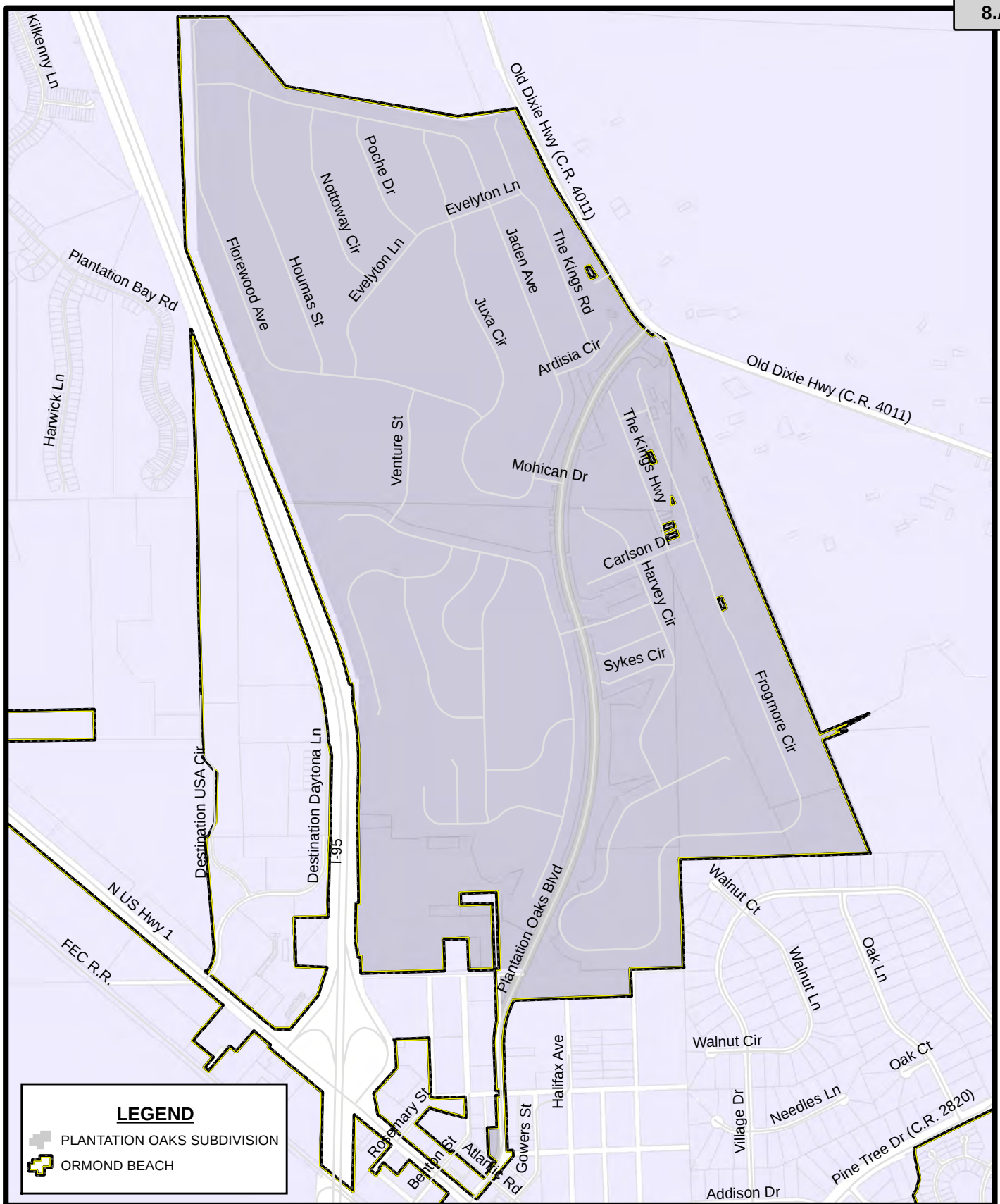


EXISTING AND PROPOSED FUTURE LAND USE MAP PLANTATION OAKS SUBDIVISION

Prepared By: The City of Ormond Beach
G.I.S. Department - March 17, 2020

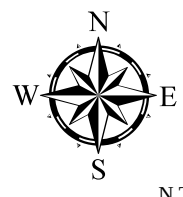


N.T.S.

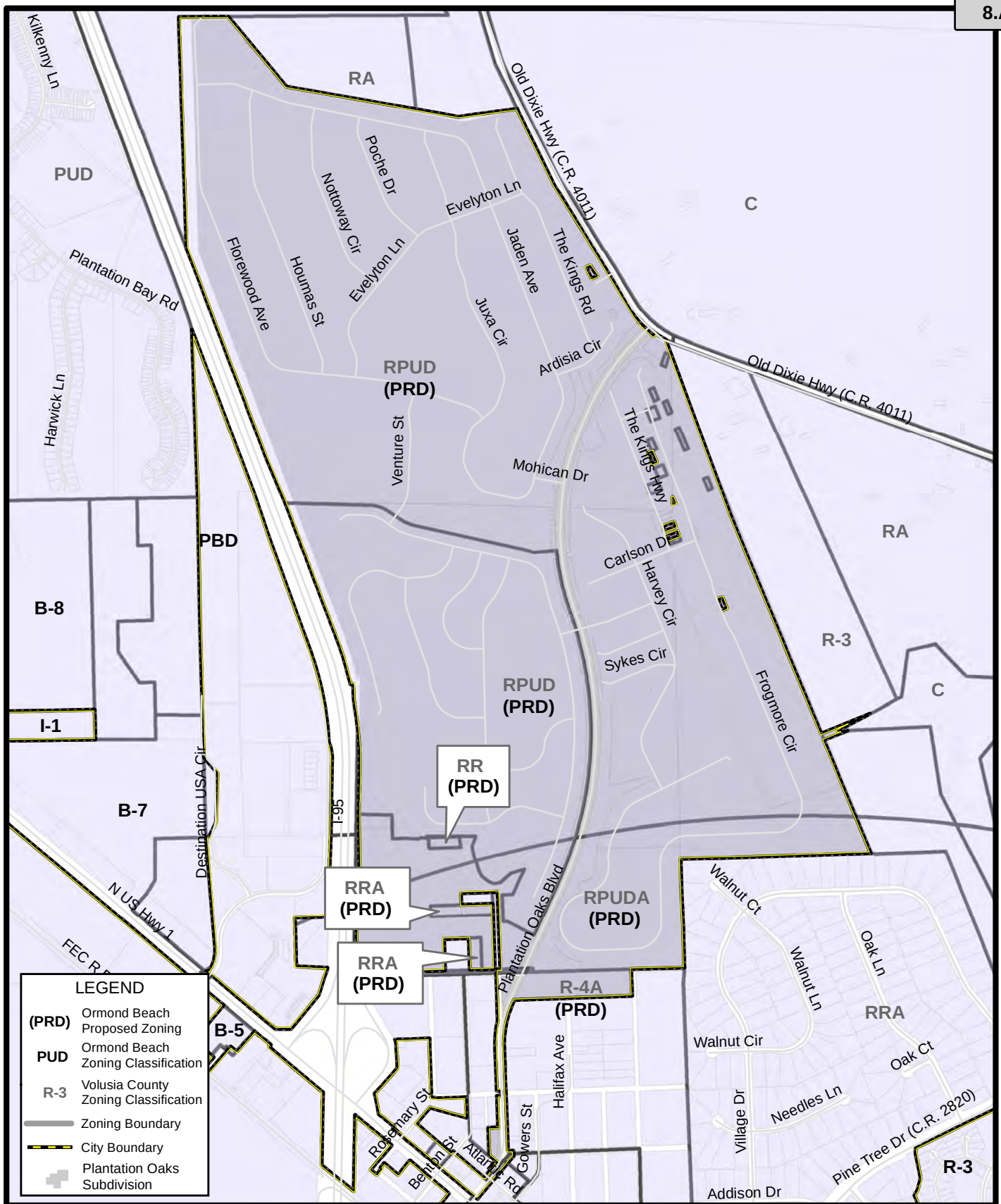


LOCATION MAP PLANTATION OAKS SUBDIVISION

Prepared By: The City of Ormond Beach
G.I.S. Department - March 17, 2020



N.T.S.



EXISTING AND PROPOSED ZONING PLANTATION OAKS SUBDIVISION

Prepared By: The City of Ormond Beach
G.I.S. Department - March 17, 2020



N.T.S.



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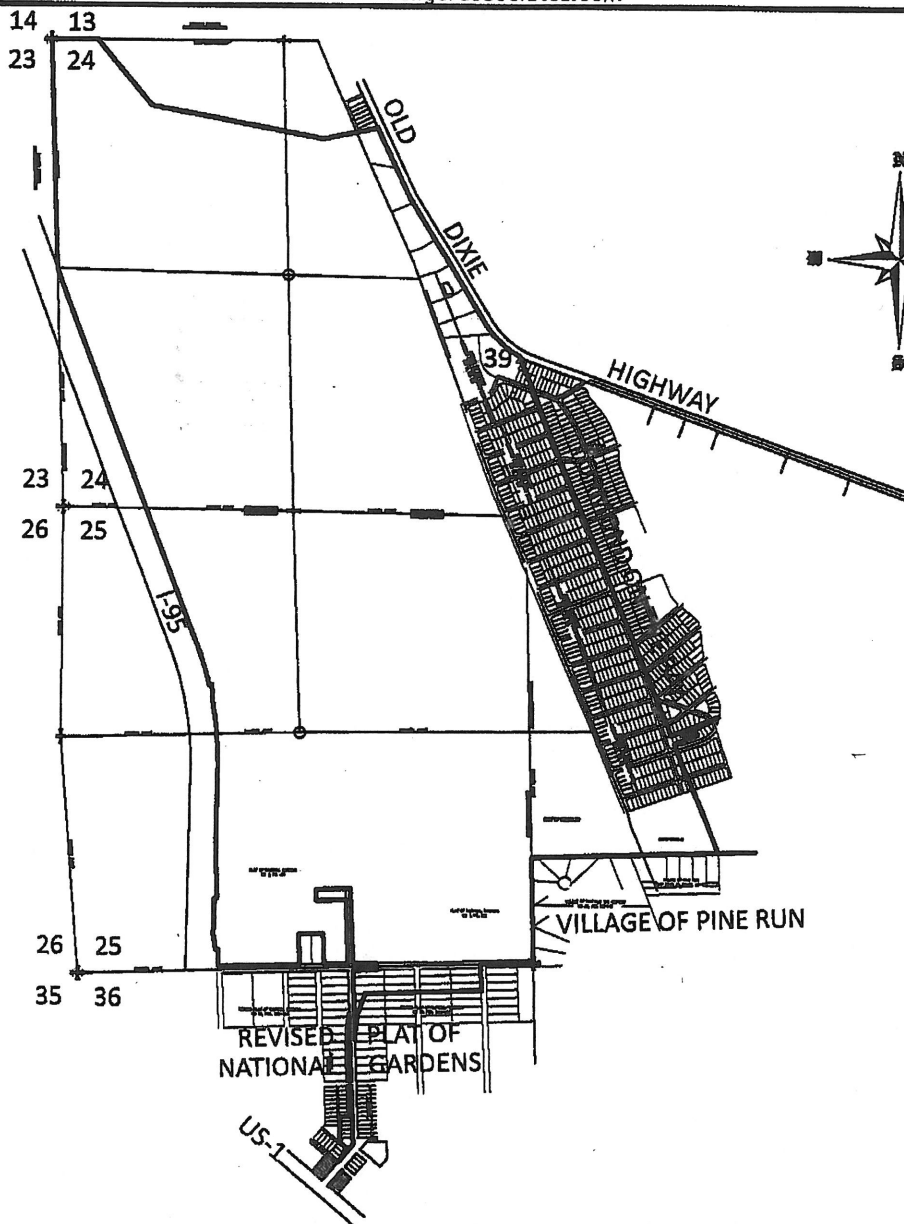
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PORT ORANGE, FL. 32127

(386) 781-5385

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SKETCH OF DESCRIPTION ONLY
THIS IS NOT A BOUNDARY SURVEY

FOR: PLANTATION OAKS OF ORMOND BEACH, LLC
AND PLANTATION OAKS OF ORMOND BEACH II, LLC

DESCRIPTION: SEE SHEETS 2 & 3 OF 4

JOB #17-0391

SCALE: 1"=2000'

FIELD BOOK:

PAGE:

ABBREVIATIONS

(P)	PLATTED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
ID	IDENTIFICATION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
CL	CENTERLINE
D	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 1 OF 4

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION



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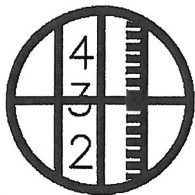
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LEGAL DESCRIPTION:

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND PART OF SECTION 30, TOWNSHIP 13 SOUTH RANGE 32 EAST, AND PART OF THE JOHN ADDISON GRANT LYING IN SECTION 40, TOWNSHIP 13 SOUTH, RANGE 32 EAST, PART OF ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 42 THROUGH 59, INCLUSIVE, PART OF ORMOND ON THE BAY SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGES 68 THROUGH 72, PART OF NATIONAL GARDENS, ACCORDING TO THE MAP THEREOF AS RECORDED IN MAP BOOK 7, PAGE 108, PART OF NATIONAL GARDENS, ACCORDING TO THE MAP THEREOF AS RECORDED IN MAP BOOK 11, PAGES 1 THROUGH 5, INCLUSIVE, AND PART OF THE REVISED PLAT OF NATIONAL GARDENS AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 24, TOWNSHIP 13 SOUTH RANGE 31 EAST, THENCE S89°57'37"E ALONG THE NORTH LINE OF SECTION 24 A DISTANCE OF 530.94 FEET; THENCE S39°18'33"E DEPARTING SAID SECTION LINE A DISTANCE OF 970.33 FEET; THENCE S79°15'13"E A DISTANCE OF 1984.77 FEET; THENCE N78°39'47"E A DISTANCE OF 641.29 FEET TO THE WESTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY; THENCE S24°59'47"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 879.74 FEET; THENCE S30°58'22"E CONTINUING ALONG SAID RIGHT OF WAY A DISTANCE OF 1855.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID RIGHT OF WAY HAVING A CENTRAL ANGLE OF 30°03'15", A RADIUS OF 1040.00 FEET, FOR AN ARC LENGTH OF 545.52 FEET; THENCE S21°49'13"E DEPARTING SAID RIGHT OF WAY LINE A DISTANCE OF 1426.20 FEET; THENCE S22°16'55"E A DISTANCE OF 3230.17 FEET; THENCE N67°40'20"E A DISTANCE OF 584.17 FEET; THENCE S61°20'15"W A DISTANCE OF 453.17 FEET; THENCE N86°20'15"E A DISTANCE OF 156.23 FEET; THENCE S67°40'20"W A DISTANCE OF 281.86 FEET; THENCE S22°16'55"E A DISTANCE OF 1337.51 FEET TO A POINT ON THE NORTH LINE OF THE VILLAGE OF PINE RUN, AS RECORDED IN MAP BOOK 35, PAGES 40 THROUGH 45, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S88°08'55"W ALONG THE SAID NORTH LINE AND ITS WESTERLY PROJECTION A DISTANCE OF 2134.80 FEET TO THE NORTHWEST CORNER OF THE VILLAGE OF PINE RUN 2ND ADDITION, AS RECORDED IN MAP BOOK 35, PAGES 148 AND 149, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S01°17'28"E ALONG THE WEST LINE OF THE VILLAGE OF PINE RUN, 2ND ADDITION, A DISTANCE OF 1198.65 FEET TO THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AFORESAID; THENCE S88°22'40"W ALONG THE SOUTH LINE OF SAID SECTION 25 A DISTANCE OF 587.30 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST RIGHT OF WAY LINE OF MANTANZAS STREET AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S02°05'06"E ALONG THE SAID WEST RIGHT OF WAY A DISTANCE OF 298.90 FEET TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 3, REVISED PLAT OF NATIONAL GARDENS, AFORESAID; THENCE S87°58'56"W ALONG THE SOUTH LINE OF SAID LOT 3, BLOCK 3 AND ALONG THE SOUTH LINE OF LOT 3, BLOCK 4, LOT 3, BLOCK 5 AND LOT 3, BLOCK 6, A DISTANCE OF 1307.40 FEET; THENCE S24°47'41"W DEPARTING SAID SOUTH LOT LINE, A DISTANCE OF 31.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 26°52'48", A RADIUS OF 1096.00 FEET, A CHORD BEARING OF S11°21'17"W, FOR AN ARC LENGTH OF 514.18 FEET, SAID POINT BEING ON THE EAST RIGHT OF WAY OF HAMMOND STREET, AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, AFORESAID, SAID POINT ALSO BEING THE POINT OF COMMENCEMENT FOR PARCEL 2 OF THIS DESCRIPTION; THENCE N02°05'06"W ALONG THE SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 792.50 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, AS SHOWN ON THE AFORESAID REVISED PLAT OF NATIONAL GARDENS; THENCE N88°22'40"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 287.31 FEET; THENCE N01°16'57"W A DISTANCE OF 80.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF PENNSYLVANIA AVENUE AS SHOWN ON THE PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 7, PAGE 108, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S88°22'40"W ALONG THE NORTH RIGHT OF WAY LINE, A DISTANCE OF 268.26 FEET TO THE EAST RIGHT OF WAY LINE OF HAMMOND AVENUE, SAID PLAT OF NATIONAL GARDENS; THENCE N02°05'06"W ALONG THE EAST RIGHT OF WAY LINE, A DISTANCE OF 855.40 FEET; THENCE S88°22'40"W ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 9, BLOCK 172, SAID PLAT OF NATIONAL GARDENS, A DISTANCE OF 405.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE S02°05'06"E ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 126.20 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE N88°22'40"E ALONG THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 345.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HAMMOND AVENUE, AFORESAID; THENCE S02°05'06"E ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 728.20 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF PENNSYLVANIA AVENUE, AFORESAID; THENCE S88°22'40"W ALONG THE SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 276.00 FEET TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 172, PLAT OF NATIONAL GARDENS, AFORESAID; THENCE N02°05'06"W ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 350.60 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE S88°22'40"W ALONG THE NORTH LINE OF SAID LOT 3 AND LOT 2, A DISTANCE OF 276.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2, THENCE S02°05'06"E ALONG THE WEST LINE IF SAID LOT 2, A DISTANCE OF 350.60 FEET TO THE NORTH RIGHT OF WAY OF PENNSYLVANIA AVENUE, AFORESAID; THENCE S88°22'40"W ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 927.11 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF INTERSTATE HIGHWAY 1-95; THENCE NORTHERLY ALONG THE EASTERLY LINE OF INTERSTATE 1-95 THE FOLLOWING COURSES AND DISTANCES, N17°17'31"W A DISTANCE OF 6.79 FEET; N01°39'54"W A DISTANCE OF 181.15 FEET; S88°20'06"W A DISTANCE OF 30.00 FEET; N08°19'09"W A DISTANCE OF 176.50 FEET; N01°08'35"E A DISTANCE OF 417.56 FEET; N88°20'06"E A DISTANCE OF 30.00 FEET N01°39'54"W A DISTANCE OF 611.55 FEET; N01°08'35"E A DISTANCE OF 849.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11°34'37", A RADIUS OF 3969.83 FEET, A CHORD BEARING OF N04°38'44"W, FOR AN ARC LENGTH OF 802.13 FEET; THENCE N01°39'54"W A DISTANCE OF 189.89 FEET; THENCE S88°20'06"W DISTANCE OF 30.00 FEET; TO A POINT ON A CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07°50'06", A RADIUS OF 3969.83 FEET, A CHORD BEARING OF N16°50'30"W, FOR AN ARC LENGTH OF 542.86 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N20°45'33"W A DISTANCE OF 4504.55 FEET TO A POINT ON THE WEST LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE DEPARTING THE EASTERLY LINE OF INTERSTATE 1-95, N01°50'18"W ALONG THE WEST LINE OF SECTION 24 A DISTANCE OF 2620.50 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM LOT 9, BLOCK 192, LOTS 13 AND 15, BLOCK 195, LOTS 11 AND 12, BLOCK 196, LOT 18, BLOCK 200, ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 42 THROUGH 59, INCLUSIVE, AND LOT 13, BLOCK 217, ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 68 THROUGH 72, INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, AND CONTAINING 45,681,566.26 SQ. FEET OR 1,048.70 ACRES MORE OR LESS (CONTINUED ON SHEET 3 OF 4)



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LEGAL DESCRIPTION: (CONTINUED FROM SHEET 2 OF 4)

TOGETHER WITH

PARCEL 2

FROM THE POINT OF COMMENCEMENT OF PARCEL 2 AS DESCRIBED IN THE ABOVE PARCEL 1 DESCRIPTION; THENCE S87°54'30"W, 100.00 FEET TO THE POINT OF BEGINNING OF PARCEL 2 AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1,196.00 FEET AND CENTRAL ANGLE OF 14°51'36" WITH A CHORD BEARING N05°20'42"E 309.32 FEET; THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 310.19 FEET TO A POINT ON THE EAST LINE OF LOT 6, BLOCK 7, SAID POINT ALSO LYING ON THE WEST RIGHT OF WAY LINE OF HAMMOND STREET, A 60.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID WEST RIGHT OF WAY LINE, S02°05'06"E, 776.05 FEET TO THE NORTH RIGHT OF WAY LINE OF INDIANA AVENUE, A 60.00 FOOT PUBLIC RIGHT OF WAY, AND THE SOUTHEAST CORNER OF LOT 7, BLOCK 21, SAID REVISED PLAT OF NATIONAL GARDENS, SAID POINT ALSO BEING THE POINT OF COMMENCEMENT OF PARCEL 3; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF INDIANA AVENUE, S87°58'51"W, 40.00 FEET; THENCE N02°05'06"W, 469.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 26,979 SQ. FT. OR 0.62 ACRES, MORE OR LESS.

TOGETHER WITH

PARCEL 3

FROM THE POINT OF COMMENCEMENT OF PARCEL 3 AS DESCRIBED IN THE ABOVE PARCEL 2 DESCRIPTION; THENCE ALONG THE WEST RIGHT OF WAY LINE OF HAMMOND STREET, A 60.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, S02°05'06"E, 60.00 FEET TO THE NORTHEAST CORNER OF LOT 1 BLOCK 34, SAID POINT ALSO LYING ON THE SOUTH RIGHT OF WAY LINE OF INDIANA AVENUE, A 60.00 FOOT PUBLIC RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS AND THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY OF HAMMOND STREET, S02°05'06"E, 669.32 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF BROADWAY AVENUE, A 100.00 FOOT PUBLIC RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, S40°14'32"W, 91.23 FEET TO THE SOUTHEAST CORNER OF LOT 13, BLOCK 34, SAID POINT ALSO BEING THE NORTH RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY AS SHOWN ON SAID REVISED PLAT OF NATIONAL GARDENS AND SAID POINT BEING THE POINT OF COMMENCEMENT FOR PARCEL 4; THENCE ALONG THE SOUTH LINE OF SAID LOT 13 AND THE NORTH RIGHT OF WAY LINE OF SAID ALLEY, N49°46'30"W, 119.77 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13 AND THE EAST RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY AS SHOWN ON SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG SAID EAST RIGHT OF WAY LINE AND THE WEST LINE OF LOTS 13, 12, 11, 10, 9, AND 8, BLOCK 34, N02°05'06"W, 306.32 FEET TO THE NORTHWEST CORNER OF SAID LOT 8, BLOCK 34; THENCE ALONG THE NORTH LINE OF SAID LOT 8, BLOCK 34, N87°58'51"E, 110.00 FEET; THENCE DEPARTING SAID NORTH LINE OF LOT 8, N02°05'06"W, 350.00 FEET TO SAID SOUTH RIGHT OF WAY LINE OF INDIANA AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, N87°58'51"E, 40.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 66,386 SQ. FT. OR 1.52 ACRES, MORE OR LESS.

TOGETHER WITH

PARCEL 4

FROM THE POINT OF COMMENCEMENT OF PARCEL 4 AS DESCRIBED IN THE ABOVE PARCEL 3 DESCRIPTION; THENCE S40°14'32"W, 15.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF LOT 14, BLOCK 34 AND SAID POINT ALSO LYING ON THE NORTHWESTERLY RIGHT OF WAY LINE OF BROADWAY AVENUE, A 100.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, S40°14'32"W, 150.00 FEET TO THE SOUTHEAST CORNER OF LOT 16, BLOCK 34, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 16, N49°46'18"W, 2.74 FEET TO THE BEGINNING OF A NON TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 663.95 FEET AND CENTRAL ANGLE OF 13°15'15" WITH A CHORD BEARING N28°24'47"E, 153.25 FEET; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 153.59 FEET TO THE NORTHERLY LINE OF SAID LOT 14, BLOCK 34 AND THE SOUTHERLY RIGHT OF WAY LINE OF SAID 15.00 FOOT ALLEY; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 14 AND THE SOUTHERLY LINE OF SAID ALLEY, S49°46'18"E, 34.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,313 SQ. FT. OR 0.05 ACRES, MORE OR LESS.



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385

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www.sligerassociates.com

SURVEYORS NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE ASSUMED WITH THE BEARING ON THE NORTH LINE OF SECTION 24 BEING S89°57'37E.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. ELEVATIONS REFER TO N.G.V.D. OF 1929, PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION MONUMENT 79-78-A36 HAVING A PUBLISHED ELEVATION OF 17.10 FEET.
6. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE "X", "AH" AND "A". THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. MAP NOS. 12127C0182J, 12127C0184J, 12127C0201H & 12127C0203J. MAP EFFECTIVE DATE: FEBRUARY 19, 2014. APPROXIMATE SCALE: 1"=1000'.
7. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
8. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.
9. LIST OF LOTS (NOT VACATED) THAT ARE BI-SECTED BY THE EAST PROPERTY LINE OF THIS SKETCH OF DESCRIPTION:
ORMOND ON THE BAY, OAKWOOD PARK SECTION - PART ONE: LOTS 9 & 10, BLOCK 182; LOTS 10 & 13, BLOCK 180; LOTS 1 THRU 20, BLOCK 179; LOT 1, BLOCK 178; LOTS 2 & 3, BLOCK 187; LOTS 17 & 18, BLOCK 174
ORMOND ON THE BAY, OAKWOOD PARK SECTION - PART SIX: LOTS 17 & 18, BLOCK 173; LOTS 18 THRU 22, BLOCK 191
ORMOND ON THE BAY, OAKWOOD PARK SECTION - PART FOUR: LOTS LOTS 3 & 4, THE NORTH 1/2 OF LOT 5, LOTS 24, 25, & 26, BLOCK 203

REFERENCE:

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF	PLANTATION OAKS OF ORMOND BEACH, LLC	5-22-18	17-0391
DESCRIPTION	PLANTATION OAKS OF ORMOND BEACH II, LLC		
NOT CERTIFIED	TO ANY ENTITIES AND/OR INDIVIDUALS OTHER	THAN THOSE LISTED ABOVE.	

SHEET 4 OF 4

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR: PLANTATION OAKS OF ORMOND BEACH, LLC AND PLANTATION OAKS OF ORMOND BEACH II, LLC

	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION	5-22-18	17-0391		DH	JZ
BOUNDARY SURVEY					
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J.E. ZAPERT, P.L.S. NO. 4046
STEVEN T. KRUGER, P.L.S. NO. 4722
C.O. VAN KLEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6208

LEGAL DESCRIPTION

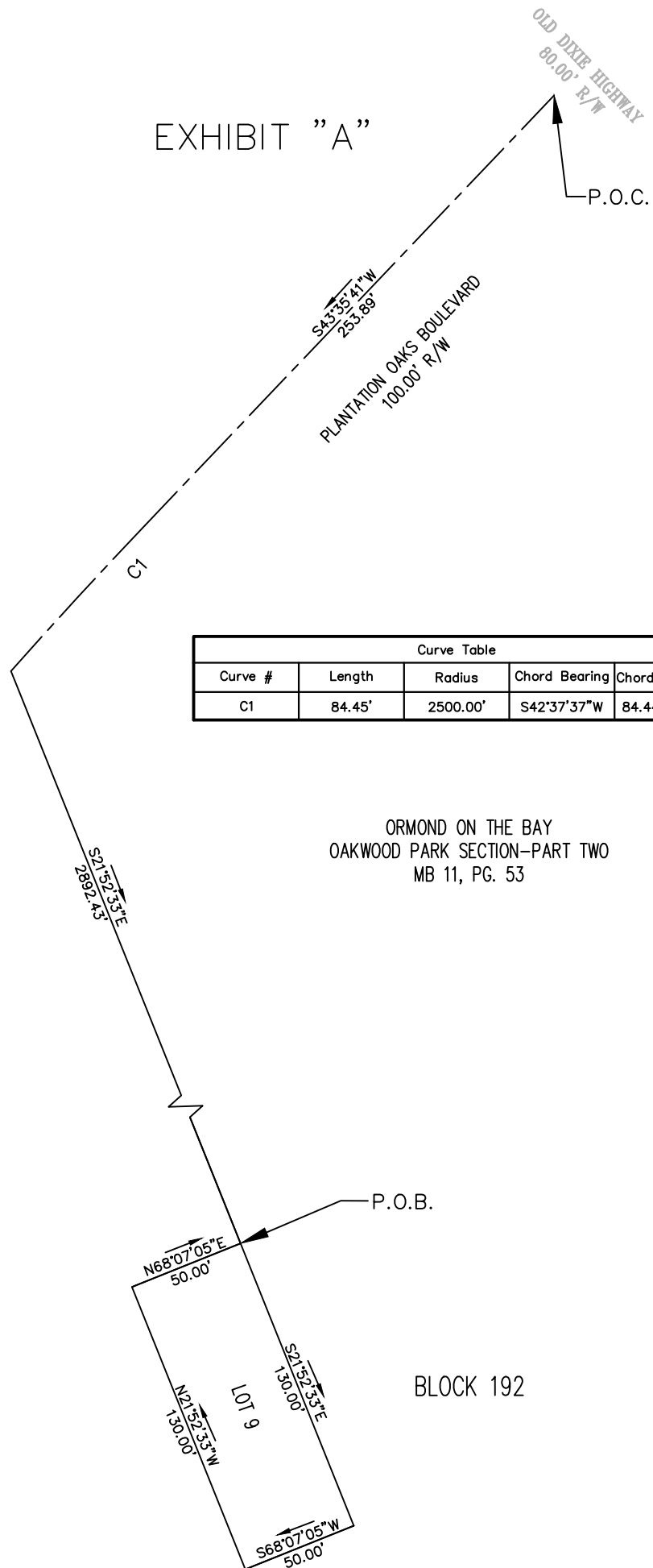
LOT 9, BLOCK 192, AS PLATTED IN THE ORMOND ON THE BAY OAKWOOD PARK SECTION, PART-TWO, MAP BOOK 11, PAGE 53, OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF PLANTATION OAKS BLVD (A 100 FOOT RIGHT-OF-WAY) AS PLATTED IN THE PLAT OF PLANTATION OAKS OF ORMOND BEACH-UNIT 1, MAP BOOK 59, PAGES 138-154, OFFICIAL RECORDS OF VOLUSIA COUNTY FLORIDA, AND THE WESTERLY LINE OF OLD DIXIE HIGHWAY (A 80 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND OCCUPIED); RUN THENCE S43°35'41"W ALONG SAID CENTERLINE A DISTANCE OF 253.89 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING CHORD BEARING OF S42°37'37"W, A CHORD DISTANCE OF 84.44 FEET, A RADIUS OF 2500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 84.45 FEET; THENCE DEPARTING SAID ARC, RUN S21°52'33"E A DISTANCE OF 2892.43 FEET TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF SAID LOT 9, SAID POINT ALSO KNOW AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE S21°52'33"E A DISTANCE OF 130.00 FEET; THENCE S68°07'05"W A DISTANCE OF 50.00 FEET; THENCE N21°52'33"W A DISTANCE OF 130.00 FEET; THENCE N68°07'05"E A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 6,500 SQ. FT. OR 0.15 AC. MORE OR LESS

SEE EXHIBIT "A" FOR SKETCH OF DESCRIPTION

EXHIBIT "A"



LEGAL DESCRIPTION

LOT 15, BLOCK 195, AS PLATTED IN THE ORMOND ON THE BAY OAKWOOD PARK SECTION, PART-TWO, MAP BOOK 11, PAGE 53, OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF PLANTATION OAKS BLVD (A 100 FOOT RIGHT-OF-WAY) AS PLATTED IN THE PLAT OF PLANTATION OAKS OF ORMOND BEACH-UNIT 1, MAP BOOK 59, PAGES 138-154, OFFICIAL RECORDS OF VOLUSIA COUNTY FLORIDA, AND THE WESTERLY LINE OF OLD DIXIE HIGHWAY (A 80 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND OCCUPIED); RUN THENCE S43°35'41"W SAID CENTERLINE A DISTANCE OF 253.89 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING CHORD BEARING OF S38°17'08"W, A CHORD DISTANCE OF 462.63 FEET, A RADIUS OF 2500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 463.30 FEET; THENCE DEPARTING SAID ARC, RUN THENCE S21°52'33"E A DISTANCE OF 1918.59 FEET TO A POINT OF INTERSECTION WITH THE NORTHWEST CORNER OF SAID LOT 15, SAID POINT ALSO KNOW AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE S21°52'33"E A DISTANCE OF 50.00 FEET; THENCE N68°07'27"E A DISTANCE OF 125.00 FEET; THENCE N21°52'33"W A DISTANCE OF 50.00 FEET; THENCE S68°07'27"W A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 6,250 SQ.FT. OR 0.14 AC. MORE OR LESS

SEE EXHIBIT "A" FOR SKETCH OF DESCRIPTION

EXHIBIT "A"

OLD DIXIE HIGHWAY
80.00' R/W
P.O.C.

S43°35'41"W
253.89'

PLANTATION OAKS BOULEVARD
100.00' R/W

C1

Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord Distance
C1	463.30'	2500.00'	S38°17'08"W	462.63'

ORMOND ON THE BAY
OAKWOOD PARK SECTION-PART TWO
MB 11, PG. 53

BLOCK 195

P.O.B.

S51°33'33"E
1918.66'

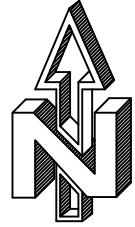
S68°07'27"W
125.00'

LOT 15

N68°07'27"E
125.00'

N21°32'33"W
50.00'

S21°52'33"E
50.00'



LEGAL DESCRIPTION

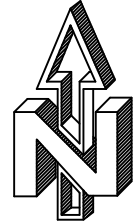
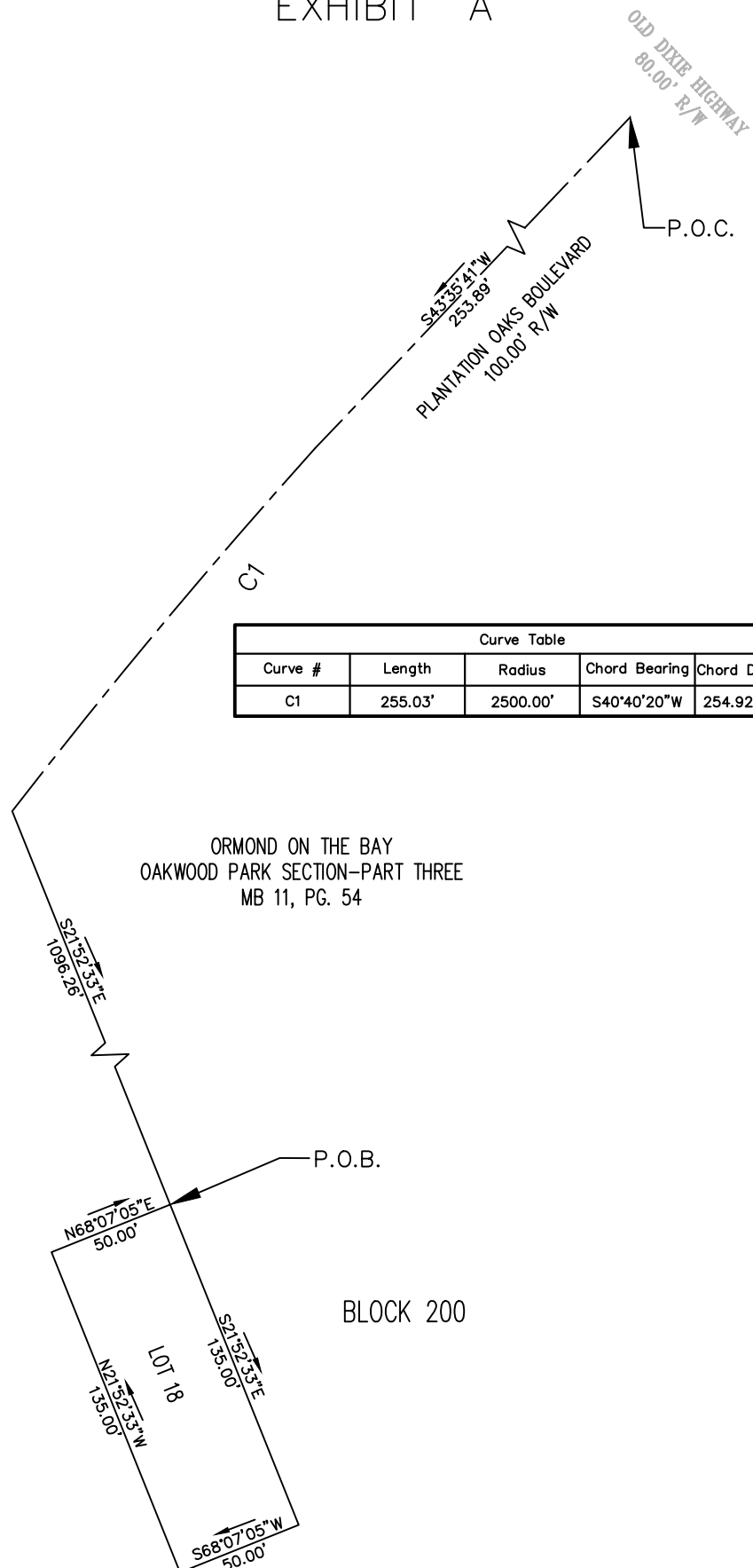
LOT 18, BLOCK 200, AS PLATTED IN THE ORMOND ON THE BAY OAKWOOD PARK SECTION, PART-THREE, MAP BOOK 11, PAGE 54, OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF PLANTATION OAKS BLVD (A 100 FOOT RIGHT-OF-WAY) AS PLATTED IN THE PLAT OF PLANTATION OAKS OF ORMOND BEACH-UNIT 1, MAP BOOK 59, PAGES 138-154, OFFICIAL RECORDS OF VOLUSIA COUNTY FLORIDA, AND THE WESTERLY LINE OF OLD DIXIE HIGHWAY (A 80 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND OCCUPIED); RUN THENCE S43°35'41"W ALONG SAID CENTERLINE A DISTANCE OF 253.89 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING CHORD BEARING OF S40°40'20"W, A CHORD DISTANCE OF 254.92 FEET, A RADIUS OF 2500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 255.03 FEET; THENCE DEPARTING SAID ARC, RUN S21°52'33"E A DISTANCE OF 1096.26 FEET TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF SAID LOT 18, SAID POINT ALSO KNOW AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE S21°52'33"E A DISTANCE OF 135.00 FEET; THENCE S68°07'05"W A DISTANCE OF 50.00 FEET; THENCE N21°52'33"W A DISTANCE OF 135.00 FEET; THENCE N68°07'05"E A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 6,750 SQ. FT. OR 0.15 AC. MORE OR LESS

SEE EXHIBIT "A" FOR SKETCH OF DESCRIPTION

EXHIBIT "A"



Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord Distance
C1	255.03'	2500.00'	S40°40'20"W	254.92'

Attachment 3:

School Board e-mail
regarding Phase 1

From: [Kozielski, Eric A.](#)
To: [Spraker, Steven](#)
Cc: [Morrissey, Saralee L.](#)
Subject: RE: Plantation Oaks
Date: Thursday, February 20, 2020 11:18:55 AM

[External Email-Use Caution] - OB/IT Helpdesk

Good Morning Steven,

The School District does not have an objection to the release of deed restrictions for the requested 669 units of the original 1577 deed restricted units.

The developer will need to pay impact fees on these 669 units as outlined in the original agreement. The 669 units in question will also now be subject to school concurrency review. The developer has submitted their application for Plantation Oaks Phase 1A which is the first 121 units of this section to be released from the age restrictions.

From: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Sent: Wednesday, February 19, 2020 4:17 PM
To: Kozielski, Eric A. <eakoziel@volusia.k12.fl.us>
Subject: RE: Plantation Oaks

 **CAUTION:** This email originated from an external source. Do not click links or open attachments unless you know the content is safe.

Good afternoon,

Please see the information attached. As part of the assignment of zoning from Volusia County to Ormond beach, the project developers are seeking to lift the age restriction for phase 1, approximately 669 units. Prior to move the request forward, city staff is seeking the input and requirements of Volusia County school staff.

Thank you

Steven

Steven Spraker, AICP
Planning Director



Planning Department
22 South Beach Street, Room 104

Ormond Beach, FL 32175
 Direct Line: 386.676.3341
 Department: 386.676.3238
 Cell: 386.366.1590
 Fax: 386.676.3361
 E-mail: Steven.Spraker@ormondbeach.org

-----Original Message-----

From: Kozielski, Eric A. [<mailto:eakoziel@volusia.k12.fl.us>]
 Sent: Wednesday, February 19, 2020 3:38 PM
 To: Spraker, Steven <Steven.Spraker@ormondbeach.org>
 Subject: Plantation Oaks

[External Email-Use Caution] - OB/IT Helpdesk

Steven,

I have an application for concurrency for 121 lots in section 1A of Plantation Oaks. I will move forward on the review based on our conversation this morning however if you could fill out page 3 of the attached new format application for my records.

I gave you the complete application and fee schedule so you have a copy for new applicants.

Thanks,

Eric

Eric A. Kozielski
 Planning, GIS Specialist
 Volusia County Schools
 Planning Department
 3750 Olson Dr.
 Daytona Beach FL, 32124
 (386) 947-8786 x50810

This communication and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error, please notify the sender immediately. For any other questions, please contact Customer Support at custserv@volusia.k12.fl.us Under Florida law, our e-mail addresses and communications are public records. If you do not want your e-mail address and message content released in response to a public records request, do not send electronic mail to this system. Instead, contact this office by phone or in writing.

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.

Attachment 4:

Volusia County
development order
approvals

November 21, 2002

**Volusia County Council
Resolution 2002-199**

**Book 4988
Pages 140-211**

12/24/2002 14:48
Instrument # 2002-295451
Book: 4988
Page: 140

PUD DEVELOPMENT AGREEMENT
IN THE COUNTY COUNCIL OF THE
COUNTY OF VOLUSIA FLORIDA

IN RE: Application #PUD-02-097 for

PLANTATION OAKS OF ORMOND BEACH L.C.

RESOLUTION # 2002-199

ORDER AND RESOLUTION

GRANTING A REQUEST FOR CHANGE OF ZONING FROM RR, RA, R-3, TO

PLANTATION OAKS OF ORMOND BEACH

PLANNED UNIT DEVELOPMENT

(RPUD)

The application of Plantation Oaks of Ormond Beach, L.C., hereinafter, "Applicant", for rezoning was heard by and before the Volusia County Council, Volusia County, Florida, on November 21, 2002. Based upon the verified Application and other supporting documents, maps, charts, overlays, other evidence and instruments; the advice, report, and recommendations of the Growth and Resource Management Department, Legal, and other Departments and agencies of Volusia County; and the testimony adduced and evidence received at the Public Hearing on this Application by the Planning and Land Development Regulation Commission on June 9, 2002, and otherwise being fully advised, the Volusia County Council does hereby find and determine as follows:

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GENERAL FINDINGS

A. That the application of Plantation Oaks of Ormond Beach L.C., was duly and properly filed herein on June 3, 2002, as required by law.

B. That all fees and costs which are by law, regulation or Ordinance required to be borne and paid by the Applicant have been paid.

C. That the Applicant is the Contract Purchaser of a 1,033.75 acre parcel of land which is situated in Volusia County. This parcel of land is described more particularly in the survey and legal description, a true copy of which is attached hereto as EXHIBIT "A".

D. That the Applicant has held a pre-application meeting as required by the Volusia County Zoning Ordinance No. 80-8, as amended.

E. That the Applicant has complied with the "Due Public Notice" requirements of the Volusia County Zoning Ordinance No. 80-8, as amended.

F. That the owner of the property, National Gardens Trust, through its authorized Agent, J. Doyle Tumbleson, agrees with the provisions of the Development Agreement.

FINDINGS REGARDING REZONING

A. That the Applicant has applied for a change of zoning from the present zoning classification(s) of the parcel described in Exhibit "A" from RR, RA, R-3, to Planned Unit Development (RPUD).

B. That the said rezoning to an RPUD is consistent with the National Gardens Trust Development of Regional Impact Development Order, the Volusia County Comprehensive Plan, Ordinance No. 90-10, as amended, and the intent and purpose of the Volusia County Zoning Ordinance No. 80-8, as amended, and does promote the public health, safety, morals, general welfare and orderly growth of the area affected by the rezoning request.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE COUNTY ADMINISTRATION CENTER, COUNTY COUNCIL MEETING ROOM, DELAND, FLORIDA, THIS 21ST DAY OF NOVEMBER, A.D. 2002 AS FOLLOWS:

C. That the Application of Plantation Oaks of Ormond Beach L.C. for the rezoning of the subject parcel is hereby granted.

D. That the zoning classification of the subject parcel described in Exhibit "A" attached hereto, is hereby amended from RR, RA, R-3 to RPUD as described in Article VII of the Volusia County Zoning Ordinance No. 80-8, as amended.

E. That the Official Zoning Map of Volusia County is hereby amended to show the rezoning of said parcel to Plantation Oaks of Ormond Beach, RPUD.

F. That Volusia County Zoning Ordinance No. 80-8, as amended, is consistent with the provisions of the "Development Agreement" as hereinafter set forth in this Order and Resolution and with respect to any conflict between Ordinance No. 80-8, as amended, and the "Development Agreement", and the provisions of the "Development Agreement" shall govern. Volusia County Zoning Ordinance No. 80-8, as amended, shall govern with respect to any matter not covered by the "Development Agreement." The Volusia County Zoning Enforcement Official will ensure overall compliance with this Order and Resolution.

G. Unless otherwise provided for herein, Article VII Classifications and Article VIII, Supplementary Regulations of Volusia County Zoning Ordinance No. 80-8, as amended, shall apply to the RPUD in the same manner as the R-5 zoning classification for the residential areas, and the B-2 zoning classification for the non-residential areas.

H. Nothing in this Order and Resolution shall abridge the requirements of any Volusia County Ordinance, other than Zoning Ordinance No. 80-8, as amended. Timing and review procedures contained in this Order and Resolution may be modified to comply with the Volusia County Land Development Code, Ordinance No. 88-3, as amended. Further, nothing in the Development Agreement is intended to abridge the requirements of Ordinance No. 88-3, as amended, nor any other County Ordinances.

DEVELOPMENT AGREEMENT

A. **DEVELOPMENT CONCEPT** - The property shall be developed as an RPUD, substantially in accordance with the Master Development Plan. The Master Development Plan shall govern the development of the property as an RPUD and shall regulate the future land use of this parcel. The parcel size is 1033.75 acres. The maximum number of dwellings proposed is 1577 units. The Development concept is based on a three phase Development with each phase divided into sub-phases. Each lot designated on the Preliminary Plan will include a single family home and accessory structures. The Development will be an adult community with a minimum of 80% of the residents 55 years or older. Individual lots will be sold to the owner of the single family home.

1. **Master Development Plan.** The Master Development Plan shall consist of the Preliminary Plan prepared by Parker Mynchenberg & Associates, Inc., dated July 2, 2002, and revised October 31, 2002, and this Development Agreement. The Preliminary Plan is hereby approved and incorporated in this Order and Resolution and referenced as Exhibit "B". The Master Development Plan shall be filed and retained for public inspection in the Building and Zoning Division of the Growth and Resource Management Department and it shall constitute a supplement to the Official Zoning Map of Volusia County.

2. **Amendments.** All amendments of the Master Development Plan, other than those deemed by the Zoning Enforcement Official to be minor amendments, as set out by Section 813.06 of Volusia County Zoning Ordinance No. 80-8, as amended, shall require the review and recommendation of the Planning and Land Development Regulation Commission and action by the Volusia County Council in the same manner as a rezoning of the parcel.

3. Subdivision Approval. After the Master Development Plan is recorded, the Applicant will subdivide the parcel. The area to be subdivided shall be submitted for review and approval in the manner required by Article II of the Volusia County Land Development Code, Ordinance No. 88-3, as amended.

4. Final Plan Approval. After the Master Development Plan is recorded, and prior to issuance of any permits for construction, including clearing and landfill, a Final Site Plan shall be prepared and submitted for review and approval in the manner required by Article III of the Volusia County Land Development Code, Ordinance No. 88-3, as amended.

B. **UNIFIED OWNERSHIP** - The Applicant or his successors shall maintain unified ownership of the subject parcels. Applicant may subdivide the parcel and shall maintain unified ownership until after issuance of the Final Site Plan Development Order and/or recording of a Final Plat.

C. **PHASES OF DEVELOPMENT** - Phasing of the project is indicated on Sheet 6 of 34 of Preliminary Plan entitled "Preliminary Phasing Plan". The following is a breakdown of the proposed phases by number of units and construction completion.

PHASE	# UNITS	BEGIN CONSTRUCTION	COMPLETE CONSTRUCTION
1	669	2002	2008
2	414	2004	2010
3	494	2006	2012
TOTAL	1577		

The above schedule is estimated. The phasing and construction may be accelerated due to market demands or concurrent construction of phases. All land use/improvements assigned to each phase as referenced on the Preliminary Plan, Exhibit "B", shall be provided.

D. LAND USES WITHIN THE PUD - The development of the parcel shall be consistent with the uses prescribed for each area within the proposed RPUD. The location and size of said land use areas are shown on Sheet 1 of 9 of Preliminary Plan entitled, Preliminary Zoning Plan. The following land uses shall be allowed as permitted principal uses and structures along with their customary accessory uses and structures:

ITEM #	LAND USE	ACREAGE	PERCENTAGE %
1.	SF - Single-Family Standard or Single-Family Zero Lot Line Villas	604.98	58.52
2.	GC - Golf Course	216.87	20.98
3.	OS - Open Space	18.93	1.83
4.	C - Conservation	126.70	12.26
5.	R - Recreation	27.99	2.71
6.	NC - Neighborhood Commercial	1.30	0.13
7.	US - Utility Service	19.41	1.88
8.	Plantation Oaks Boulevard	17.57	1.70
	TOTAL	1033.75	100%

Note: Acreages above are approximate.

E. DEVELOPMENT STANDARDS.

1. SF - Single-Family Standard or Single-Family Zero Lot Line Villas

- (a) Purpose and Intent - The Single Family Classification provides for Housing and selected compatible uses. Compatible uses include RV and boat storage, temporary and permanent maintenance and service areas, temporary sales offices, construction storage yards, communication and utility services and stormwater management.

(b) Permitted Uses and Structures

- (1) Single-Family Standard or Single-Family Zero Lot Line Villas
- (2) RV, Boat and Trailer Storage
- (3) Contractor's Storage Yard (serving Plantation Oaks Development)
- (4) Maintenance Facilities
- (5) Temporary Sales Office
- (6) Model Center
- (7) Recreational Facilities
- (8) Entrance Guard Pavilion
- (9) Gazebos, Pavilions, Docks, Bleachers and Decks.
- (10) Free Standing Restroom Facilities.
- (11) Utility Service Uses and Facilities, including treated sewage storage and disposal according to regulations of the Florida Department of environmental Protection, access roads, and water treatment and storage facilities.
- (12) Excavations for Lakes and Stormwater Management Facilities serving the Community.
- (13) Service Area may include, but not be limited to irrigation well and pump, temporary storage of setup materials and maintenance equipment.
- (14) Communication systems, cable TV, antenna (maximum height 70 feet), and equipment.
- (15) Temporary Tree Farm/Plant Nursery for development use.
- (16) School Site

- (c) Developmental Requirements - Single-Family Standard, or Single-Family Zero Lot Line Villas
- (1) Minimum Lot Area - 5,000 S.F.
 - (2) Minimum Lot Depth 100 feet. Minimum Lot Width 50 feet
 - (3) Minimum yard size (building)
 - i) Front yard - 20 feet
 - ii) Rear yard - 20 feet
 - iii) Side yard - 7.5 feet, 0 feet on one side and 15 feet on the other side for zero lot-line lots
 - iv) Waterfront yard - 20 feet
 - (4) Minimum floor area - 1000 S.F.
 - (5) Maximum lot coverage - 35%
 - (6) Maximum building height - 35 feet
 - (7) Landscape buffer requirements - Landscaping on the residential lots will be consistent with the "Typical 65 feet x 110 feet lot, Typical Landscape" on Sheet 25 of 34 of the Preliminary Plan. A 15 foot project perimeter boundary shall include four (4) Group A trees per 100 L.F., four (4) Group B and twelve (12) Group C or D plants per 100 L.F.
 - i) Front yard - 10 feet
 - ii) Side yard - 5 feet
 - iii) Rear yard - 10 feet
 - iv) Project perimeter boundary - 15 feet
 - (8) Perimeter building setbacks - 20 feet
 - (9) Minimum building separation - 15 feet

- (10) Off-street parking requirements - Two (2) per dwelling unit, plus any additional spaces required to service additional buildings or structures per Article VIII, Section 810 of the Volusia County Zoning Ordinance No. 80-8 as amended.
 - (11) Signage requirements per Article VIII, Section 822, of the Volusia County Zoning Ordinance No. 80-8 as amended, except as referenced in this agreement.
 - (12) Six (6) major and four (4) minor project entrance signs are proposed and are indicated on the Preliminary Plan. Size, structure and copy area to be consistent with the Preliminary Plan, Sheet 24 of 34, entitled Signage and Paving Details.
 - (13) Billboards exist onsite adjacent to Interstate 95. The existing billboard locations are to remain, but are considered non-conforming structures that shall be subject to the requirements of Section 600.03, *Nonconforming Structures*, of the Zoning Ordinance.
- (d) Dimensional Requirements - Compatible Uses
- (1) Minimum Parcel Size - 0.25 acres
 - (2) Minimum Yard Size
 - i) Front Yard - 20 feet
 - ii) Rear Yard - 20 feet
 - iii) Side yard - Abutting any lot - 10 feet
 - iv) Abutting any street - 20 feet
 - (3) Maximum Building Height
 - i) 35 feet

- ii) Antennas subject to Federal, State and other Local Ordinances shall be permitted up to 70 feet in height above ground level.

(4) Maximum Lot Coverage

The maximum lot coverage with principal and accessory buildings should not exceed 45%.

2. GC -Golf Course

- (a) Purpose and Intent - The Golf Course classification (GC) provides for the construction of a golf course and golf course customary structures (clubhouse, restaurant, bar, cart barns, restrooms, maintenance facilities, starter's shed, gazebos and pavilions and stormwater retention areas as open space).
- (b) Permitted Principal Uses and Structures
 - (1) Golf course, open space, and open space recreational activities and customary accessory uses and structures including clubhouse, restaurant, bar, cart barn, maintenance facilities, restrooms, gazebos, pavilions and starter's shed.
 - (2) Utility service uses and facilities, including treated sewage effluent storage and disposal, according to the regulations of the Florida Department of Environmental Protection.
 - (3) Excavation for lakes and stormwater management facilities serving the Golf Course area or the community.
 - (4) Restroom Facilities
 - (5) Maintenance Facilities
 - (6) Temporary Tree Farms

- (7) Irrigation Facilities
- (8) Construction Equipment
- (c) Dimensional Requirements
 - (1) Minimum Building Setback:
 - From public streets providing direct access - 50 feet
 - From private streets, drives, and parking - 15 feet
 - (2) Maximum Building Height:
 - The maximum building height, measured from finished grade at the building line to the eaves, shall be as follows:
 - i) The maximum building height is 35 feet.
 - ii) Spires, belfries, cupolas, antennas, water tanks, structures customarily required to extend above the roof level, can extend for an additional 20 feet above the maximum building height. Antennas subject to federal, state and other local ordinances shall be permitted up to 70 feet in height above ground level.
 - (3) Maximum Lot Coverage - The total lot area covered with buildings and accessory uses shall not exceed 5 % for all uses.
- (d) Off-Street Parking and Loading Requirements - Per Section 810.00 of the Volusia County Zoning Ordinance No. 80-8, as amended.
- (e) Landscape Buffers - Landscape Buffers are not required.
- (f) Final Site Plan - A Final Site Plan approval procedure shall be required in accordance with the Land Development Code, as amended.
- (g) Types of Signs Permitted - The following signs shall be permitted and shall comply with Article VIII, Section 822, of the Volusia County Zoning

Ordinance.

- (1) Ground Signs
- (2) Project Signs
- (3) Temporary Signs
- (4) Wall Signs

3. OS - Open Space

- (a) Purpose and Intent - The OS classification provides for areas throughout the Plantation Oaks of Ormond Beach L.C. Community to maintain open space. Open Space consists of lakes and ponds, vegetated and generally dry retention areas, vegetated buffers, vegetated strips adjacent to street ROWs, SJRWMD jurisdictional areas, lake and ribbon pond edges and access ways, and easements have been set aside for passive and active recreation and wildlife habitat, both aquatic and uplands. All property not otherwise classified or within street ROWs shall be considered as being in the Open Space classification.
- (b) Permitted Principal Uses
 - (1) Passive recreation, non-motorized activities, trails, boat launching facilities, boat docks, and access roads.
 - (2) Utility service uses and facilities, including treated sewage effluent storage and disposal according to regulations of the Florida Department of Environmental Protection, access roads, and water treatment or storage facilities.
 - (3) Excavation for lakes and stormwater management facilities serving the golf course community.
 - (4) Temporary plant nursery and tree farm, but shall be removed and

the area landscaped when the project is substantially completed.

(5) Signs, including directional and informational signs, entrance signs and community signs.

(6) Accessory uses to the permitted principal uses.

(c) Maintenance - Plantation Oaks of Ormond Beach, L.C. will be responsible for the maintenance and upkeep of the (OS) Open Space areas, including landscape buffers, natural areas, retention ponds, etc. except those dedicated or deeded to Volusia County or other successor government unit. Such maintenance may include supplemental landscaping, underbrushing, removal of trees which have deteriorated, thinning of trees under the protected size, for forest and habitat management, and construction of fire breaks.

(d) Trees - A fifty foot (50 ft.) wide (OS) open space corridor is proposed onsite adjacent to both sides of proposed Plantation Oaks Boulevard, and adjacent to Old Dixie Highway and I-95. Landscape requirements adjacent to Plantation Oaks Boulevard on both sides are four (4) Group A trees per 100 L.F., four (4) Group B trees and eighteen (18) Group C or D plants per 100 L.F. Palms may be substituted for fifty (50) percent of the required four (4) Group A trees per 100 L.F. Open space corridors adjacent to Old Dixie Highway and I-95 shall consist of existing natural vegetation.

4. C - Conservation

(a) Purpose and Intent - This classification is intended to provide protection for existing onsite wetlands and upland buffers. It is further intended to protect and preserve the natural environment of selected areas such as submerged grassy areas, coastal marshes, mangrove areas, estuaries

and other important habitats; marine life and wildfowl; significant fresh water swamps and natural cypress and sawgrass areas that act as water retention areas; fishing, hunting and wildlife areas and any other unusual or unique feature or areas.

- (b) Permitted Principal Uses and Structures - Coastal marshes, Mangrove Areas and Estuaries Fishing, Hunting and Wildlife Management Areas Nature Trails
- (c) Dimensional Requirements - None
- (d) Off-Street Parking and Loading Requirements - None
- (e) Types of Signs Permitted
 - (1) Permanent Wetland or Upland Buffer Information Signage

5. R - Recreation

- (a) Purpose and Intent - The Recreation (R) Classification encourages the development of a full range of sport, active and passive uses.
- (b) Permitted Principal Uses and Structures
 - (1) Golf course, sport, and recreational facilities.
 - (2) Commercial uses related to golf courses, sports, and recreational activities and ancillary uses, such as public and private golf clubs, restaurants-types A and B, retail specialty sales shops, professional and personal services, exercise and health spas, swim clubs, support and maintenance facilities, gazebos, pavilions and sports facilities and clubs with indoor and outdoor facilities, including spectator facilities for activities such as racquet ball, squash, shuffleboard, bocci, horseshoes, softball, tennis, handball, and basketball.

- (3) Customary accessory uses and structures to the permitted uses.
 - (4) Essential utility service uses and facilities.
 - (5) Real estate office and sales centers, until the Plantation Oaks of Ormond Beach L.C. Community Development Plan is 95% completed and occupied. The office or sales center may be converted to other permitted uses or be a temporary structure that would be removed.
 - (6) Excavation for lakes and stormwater management facilities serving the "R" area or the community.
 - (7) Multiple buildings and facilities on a single lot, provided a final site plan is approved.
- (c) Dimensional Requirements
- (1) Minimum Project Size - For any permitted use or combination of permitted uses and structures, the parcel size shall not be less than 1 acre.
 - (2) Minimum Building Setback:
 - i) From the ROW of a public street 50 feet
 - ii) From private streets, drives, and parking 15 feet
 - iii) From other zoning classifications 20 feet
 - (3) Minimum Building Separation - The distance between the front and rear of principal buildings shall be a minimum of 25 feet, and the distance between any other combination of principal building arrangements shall be a minimum of 25 feet.
 - (4) Maximum Building Height - The maximum building height, measured from finished grade at the building line to the eaves,

shall be as follows:

- i) The maximum building height of commercial and recreational uses is 45 feet.
 - ii) The maximum building height of lodge uses is 45 feet.
 - iii) The maximum building height of club house use is 55 feet.
 - iv) The maximum building height of accessory uses is 25 feet.
 - v) Spires, belfries, cupolas, antennas, water tanks, ventilators chimneys or other similar accessory structures customarily required to extend above the roof level, can extend for an additional 20 feet above the maximum building height prescribed for the classification in which they are located. Antennas subject to federal, state and other local ordinances shall be permitted up to 70 feet in height above ground level.
- (5) Maximum Lot Coverage - The total lot area covered with principle and accessory buildings shall not exceed 45% for all commercial and recreational uses.
- (6) Maximum Impervious Surfaces - The total lot impervious surface shall not exceed 80%.
- (d) Off-street Parking and Loading Requirements
- (1) Dimensional Requirements - Off-street Parking and Loading Dimensional Requirements shall be governed by Article IV, Section 408, of the Volusia County Land Development Code Ordinance No. 88-3, as amended.

- (2) Number of Required Spaces - Off-street parking and loading requirements shall be governed by Article VIII, Section 810 of the Volusia County Zoning Ordinance No. 80-8, as amended.
- (3) Parking and Storage of Vehicles or Watercraft - Parking and Storage of Vehicles or Watercraft shall be governed by Article VIII, Section 811 of the Volusia County Zoning Ordinance No. 80-8, as amended.
- (4) Special Parking Areas - Mobile Recreational Shelters - Special Parking Areas shall be governed by Section 811.02 of the Volusia County Zoning Ordinance No. 80-8, as amended.
- (5) Residential Parking - Residential Parking shall be governed by Section 811.03 of the Volusia County Zoning Ordinance No. 80-8, as amended.
- (e) Landscape Buffer - The lot perimeter buffer shall be a minimum of twenty feet (20 ft.) and include: four (4) Group A trees per 100 L.F., four (4) Group B and eighteen (18) Group C or D plants per 100 L.F. No additional landscape buffer is required where (R) zoning abuts (OS) zoning.

6. NC - NEIGHBORHOOD COMMERCIAL

- (a) Purpose and Intent - The NC classification provides initially, a site for sales and administrative offices for Plantation Oaks of Ormond L.C. After development, the site may be used for limited commercial convenience shopping, retail, service and medical facilities and customary accessory uses and structures serving residential neighborhoods.
- (b) Permitted Principal Uses and Structures

- (1) Retail bakeries and confectionery (including preparation of products for sale on the premises).
 - (2) Barber shops, beauty shops, shoe repair shops and similar personal service stores.
 - (3) Book, stationery, newsstands, pharmacies, hardware and similar retail convenience stores.
 - (4) Convenience or "General Stores", offering a full range of grocery, delicatessen, and house wares, with or without gasoline pumps, (excluding the sale of distilled spirits with a higher alcoholic content than malt beverages or fermented wines).
 - (5) Type A and B restaurants.
 - (6) Professional, financial, administrative and medical offices.
 - (7) Laundry and dry cleaning pickup stations and self-service establishments.
 - (8) Child care centers, private schools, and Houses of Worship.
 - (9) Essential utility service uses and facilities.
 - (10) Excavation for lakes and stormwater management facilities serving the golf course or NC area.
 - (11) Customary accessory uses and structures to the permitted uses.
- (c) Dimensional Requirements
- (1) Maximum Parcel Size: 1.3 acres
 - (2) Minimum Building Setback:

Front Yard	25 feet
Rear Yard	20 feet

Side Yard

Abutting any lot: 10 feet

Abutting public street R/W 25 feet,
private road R/W 20 feet.

- (3) Maximum Building Height - The maximum building height, measured from finished grade at the building line to the eaves, shall be as follows:
- i) The maximum building height of principal uses is 35 feet.
 - ii) The maximum building height of accessory uses is 15 feet.
 - iii) The maximum building height of Churches and Houses of Worship is 55 feet.
 - iv) Spires, belfries, cupolas, antennas, water tanks, ventilators, chimneys of other similar accessory structures customarily required to extend above the roof level, can extend for an additional 20 feet above the maximum building height prescribed for the classification in which they are located. Antennas subject to federal, state and other local ordinances shall be permitted up to 70 feet in height above ground level.
- (4) Maximum Lot Coverage - The total lot area covered with principal and accessory buildings shall not exceed 45%.
- (5) Maximum Impervious Surface - The total lot impervious surface shall not exceed 80%.
- (d) Off-street Parking and Loading Requirements - Off-street parking and loading requirements shall be provided in accordance with Section 810 of the Volusia County Zoning Ordinance No. 80-8, as amended.

- (e) Landscape Buffer - The lot perimeter landscape buffer is to be a minimum of twenty (20 ft.) feet and include: four (4) Group A trees per 100 L.F., four (4) Group B and eighteen (18) Group C or D plants per 100 L.F. Palms may be substituted for twenty-five (25%) percent of the required four (4) Group A trees per 100 L.F. Additional perimeter landscape buffer is not required where (NC) site abuts (OS) zoning category.
- (f) Final Site Plan - A Final Site Plan approval procedure per the Land Development Code, Ordinance 88-3, as amended, shall be required for each lot to be developed.
- (g) Types of Signs Permitted - The following signs shall be permitted and shall comply with Article VIII, Section 822, of the Volusia County Zoning Ordinance, as amended, regarding of size and location:
 - (1) Ground Signs
 - (2) Project Signs
 - (3) Temporary Signs
 - (4) Marquee Signs
 - (5) Wall Signs

7. US - UTILITY SERVICE AREA

- (a) Purpose and Intent - The Utility Service Area (US) provides a secure and buffered area for power line overhead transmission line, utility treatment plants, maintenance facilities, public and private utility transmission lines and mains and similar uses.
- (b) Permitted Principal Uses and Structures
 - (1) Sanitary treatment plants, effluent holding facilities, effluent pumping facilities, percolation beds, and sludge drying facilities,

including customary accessory uses and structures required to operate and maintain the facilities.

- (2) Water treatment plants, water storage tanks, and water pumping facilities, including customary accessory uses and structures required to operate and maintain the facilities.
- (3) Buildings, grounds and street maintenance facilities, including storage yards for material and equipment and repair facilities, including customary accessory uses and structures.
- (4) Excavation for stormwater management facilities serving the golf course area or US area, and for other grading required to visually screen the utilities facilities.
- (5) Tree farm.
- (6) Overhead utilities.
- (7) Underground utilities.
- (8) Communication systems.
- (9) Maintenance Access
- (10) Walking or jogging trails.

(c) Dimensional Requirements

- (1) Minimum Building and Structure Setback - No building or structure shall be located within twenty-five (25) feet of the ROW of a public and 10 feet of a private street or drive. No building or structure shall be located within thirty (30) feet of a residential parcel. Setbacks from (OS) and (GC) zonings and power line easement are not required. Setbacks between multiple buildings or facilities are not required.

- (2) Maximum Building and Structure Height - The maximum building height, measured from finished grade at the building line to the eaves, shall be as follows:
- i) The maximum building height of principal uses is 45 feet.
 - ii) The maximum building height of accessory uses is the same as the principal uses.
 - iii) Spires, belfries, cupolas, antennas, water tanks, ventilators, chimneys or other similar accessory structures customarily required to extend above the roof level, can extend for an additional 20 feet above the maximum building height of the principle use. Antennas subject to federal, state and other local ordinances shall be permitted up to 70 feet in height above ground level.
- (3) Maximum Lot Coverage - Not applicable.
- (d) Off-Street Parking and Loading Requirements - Per Article VIII, Section 810, Volusia County Zoning Ordinance No. 80-8 as amended.
- (e) Access - The utility service areas may be accessed by a private street and do not have to abut or have direct access to a public street.
- (f) Landscape Buffer - A ten foot (10 ft.) wide landscape buffer is required wherever structures or parking occurs. The landscape buffer shall contain a minimum of four (4) Group A trees per 100 L.F., four (4) Group B trees and eighteen (18) Group C or D plants per 100 L.F. Palms may be substituted for twenty-five (25%) percent of the required four (4) Group A trees per 100 L.F.
- (g) Final Site Plan - A Final Site Plan approval procedure shall be required.

- (h) Types of Signs Permitted - The following signs shall be permitted and shall comply with Article VIII, Section 822, of the Volusia County Zoning Ordinance, as amended, regarding size and location:
- (1) Ground Signs
 - (2) Project Signs
 - (3) Temporary Signs
 - (4) Wall Signs
- (i) Landscaping Requirements - No additional landscaping is required.

F. ENVIRONMENTAL CONSIDERATIONS - The project site area is 1,033.75 acres.

An environmental assessment was prepared by Lotspeich & Associates, Inc. The site contains approximately 99.81 acres of jurisdictional wetlands. The proposed development will impact 1.39 acres of wetlands within the development. 0.57 acres of wetlands, will also be impacted outside of the development by the construction of the extension of Plantation Oaks Boulevard.

Mitigation for the onsite and offsite wetland impact will be mitigated onsite by enhancement of the existing wetlands and creation of a recorded conservation easement over the onsite wetland, and upland buffers onsite totaling 126.24 acres. The total acres of wetlands in the conservation easement is approximately 98.42 acres. The total acreage of uplands in the conservation easement is 27.82 acres. The onsite wetlands are to be verified by the St. Johns River Water Management District. Permits for proposed wetland impacts will be obtained from the St. Johns River Water Management District and Volusia County prior to construction.

Additionally, a report has been prepared by Southarc, Inc., the historical/archaeological consultant. A review of the site revealed one area in the proposed right-of-way of Plantation Oaks Boulevard, near the intersection of Old Dixie Highway, that was an old foundation and chimney, and has some historical value. A median is proposed in Plantation

Oaks Boulevard at this location to preserve the chimney feature. The Developer further engaged Southarc, Inc., to complete Phase II of the assessment which included studying the onsite residence and Old Kings Road. The report indicates the rest of the project does not have any historical or archaeological significance. The status of the Old Kings Road right-of-way will be reviewed during the development review process.

G. SEWAGE DISPOSAL, POTABLE WATER, AND SITE IRRIGATION - The project site will be served by Volusia County Utilities in accordance with the Comprehensive Plan, Ordinance No. 90-10, as amended, the Land Development Code Ordinance No. 88-3, as amended, and State of Florida Administrative Code 64E-6 and 64E-8.

The onsite sewage collection system, water distribution system and effluent reuse system for golf course irrigation will be designed in accordance with Volusia County specifications, and will be owned and operated by Volusia County. Reuse disposal will be required on the golf course with the (OS) zoning designation. Reuse will be required to irrigate lots or roadways. Dry lines or reuse mains may be required in the Development. A temporary septic system may be utilized for sewage disposal for the golf course, golf and park maintenance facilities, and restrooms until central utility to that phase is available.

Site irrigation will consist of two (2) separate irrigation systems. One system will irrigate the golf course and golf facilities. The system will be designed to draft irrigation from the onsite lake and ribbon pond and will be designed to accept effluent reuse as it becomes available.

The second system will service all landscaped areas outside of the golf course, including but not limited to, public and private road rights-of-ways, single family home lots, recreation and neighborhood commercial zoning areas. These areas will be irrigated primarily by wells and in accordance with the approved St. Johns River Water Management District

Consumptive Use Permit. All irrigation mains will be purple and meet Volusia County requirements for effluent reuse so, in the future, if reuse is available in excess of the golf course demands, the irrigation mains will be plumbed to convert to reuse in the future.

H. STORMWATER DRAINAGE - Provision for stormwater retention shall be in accordance with the Land Development Code, Article VIII, Ordinance No. 88-3, as amended, and Resolution No. 86-192.

I. ACCESS AND TRANSPORTATION SYSTEM IMPROVEMENTS - All access and transportation system improvements shall be provided in accordance with the Land Development Code, as amended. The parcel shall be developed in substantial accordance with the following access and transportation system improvements.

1. Access. As part of the Phase 1 construction, Broadway Avenue, a 100 foot wide dedicated County road will be constructed from U.S. 1 to Old Dixie Highway per the Preliminary Development Plan. The 100 foot right-of-way will be renamed to Plantation Oaks Boulevard. A traffic study has been prepared by Traffic, Planning & Design, Inc. The number of driveways onsite proposed to intersect the Plantation Oaks Boulevard extension is as follows:

- (a) Entrance to school site.
- (b) Entrance to Phase 2.
- (c) Entrance to Phase 3.
- (d) Entrance to golf course clubhouse.
- (e) Entrance to Phase 1 development.
- (f) Entrance to power line and to the maintenance area.
- (g) Fire Station site
- (h) Other required emergency access points.

No other connections to U.S. 1, Old Dixie Highway, or the proposed Plantation Oaks Boulevard extension onsite are proposed. Plantation Oaks Boulevard will be designed and posted at a 45 mph design speed with the exception of the first curve east of U.S. 1 which will be designed and posted at a 35 mph design speed.

2. Transportation System Improvements. The transportation improvements to the Plantation Oaks Boulevard extension will consist of a minimum of two twelve foot travel lanes with an integral six foot wide, paved bike path along the easterly side of the pavement improvements. The roadway will include Type F Curb on both sides of the street. In areas as indicated on the Preliminary Development Plan, within the 100 foot right-of-way, there is an eleven foot wide landscape median which is proposed. In these areas, the pavement width will be fourteen feet for northbound and southbound lanes. The northbound lane will include an additional six foot paved bike path. The median and edge of pavement will include Type F curbing. Additionally proposed on the west side of Plantation Oaks Boulevard, for its entire length, is a six foot wide concrete sidewalk.

Turn lanes will be provided as indicated on the Preliminary Development Plan at the golf clubhouse entrance and Phase 1, 2 and 3 entrances. The turn lanes will be designed to Volusia County and FDOT specifications, based on a 45 mph design speed.

A left hand turn lane and right hand turn lane are proposed at the intersection of Old Dixie Highway and Plantation Oaks Boulevard. The turn lanes will be designed in accordance with Volusia County specifications. Right and left turn lane requirements at U.S. 1 and Plantation Oaks Boulevard will be governed and permitted by the Florida Department of Transportation. No other turn lanes are proposed or required at the power line easement access to the maintenance area building. Traffic control devices will be provided as required by the Land Development Code. Turn lanes for the School Site will be designed and constructed by the School Board with construction of the School Site. The extension of

Plantation Oaks Boulevard will be completed with the Phase 1 construction. Additionally, the Phase 1 construction will include turn lanes in Plantation Oaks Boulevard, as indicated above. Phase 1 construction will also include the construction of the entrance road to the golf clubhouse and the entrance road to Phase 1.

There are two (2) golf cart pedestrian and maintenance crossings proposed to cross Plantation Oaks Boulevard. The crossings will be underground and the road grade of Plantation Oaks Boulevard will be raised at the two (2) crossings. The underground golf cart pedestrian and maintenance crossings will be a minimum of 10 feet wide by 8 feet high.

J. INTERNAL ROADWAYS - The internal roadways within all phases of the development will be private and gated. The roadways will be designed to Volusia County requirements. The entrance roadways will provide two twelve foot (12 ft.) wide exit lanes, one twelve foot (12 ft.) wide entrance lane and will include F Curbs and F Curb medians. The internal subdivision streets will be a minimum of twenty foot in width (two ten foot travel lanes) and will include two foot Miami Curb and gutters on both sides of the pavement. The internal sidewalks will be constructed in accordance with the Preliminary Plan. The proposed sidewalk will be six feet in width. Only the sidewalks indicated on the Preliminary Development Plan will be required. Private streets will be maintained by Plantation Oaks of Ormond Beach, L.C.

K. BUILDING OR PROPERTY OWNERS ASSOCIATION - The entire project will be maintained by Plantation Oaks of Ormond Beach L.C. There will be a property owners association. All private improvements will be owned and maintained by Plantation Oaks of Ormond Beach L.C. If the project is subdivided and a phase is sold, that portion of the development will be owned and maintained by the purchaser.

L. UNDERGROUND UTILITIES - All utilities in the Development are proposed to be underground. Overhead utilities; power, telephone, communication, and cable TV, will be permitted within the existing FP&L easement (US) Zoning. Plantation Oaks of Ormond Beach, L.C. will provide cable TV and communication utilities to the Development. At the discretion of the Applicant, cable TV and communication can be provided by a private utility.

M. TREE SURVEYS AND REPLACEMENT REQUIREMENTS - The Master Development Plan has been reviewed and is in accordance with Article X, Tree Permits, of the Land Development Code. Based on a statistical survey prepared by Craig Murray, Forester, and on field inspection of existing onsite conditions, the County shall not require a complete tree survey, only a survey of specimen trees. Replacement trees and calculations will be provided at Final Site Plan permitting. The lot lines will be adjusted wherever possible to preserve the existing hardwoods. 126 acres or 12% of the site is designated Conservation (C). Existing trees within the C designation will remain.

Based on the surveyed statistical analysis, the developed site is providing the required 15% retention of existing trees.

All streets, both public (Plantation Oaks Boulevard) and private, will be required to provide street trees at a minimum spacing of thirty-five feet (35 ft.). The street trees will be hardwoods and a minimum caliper of 2½ inches D.B.H. up to 50% of the street trees can be palms. Recreation (R) designated areas will require one (1) tree (2½ inches D.B.H. minimum) per 2,500 S.F. of landscape area.

N. PRELIMINARY/FINAL PLAT - A Preliminary/Final Plat will be prepared and reviewed for each phase of Development. The Preliminary/Final Plat will be reviewed by the County per the Land Development Code for each phase. The Preliminary/Final Plat shall be

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prepared at a minimum scale of 1" = 50 ft. and shall meet the requirements of Chapter 177, Florida Statutes.

O. VOLUSIA COUNTY IMPACT FEES - The following impact fees will be paid to Volusia County by the Applicant, in accordance with Chapter 70 of the Volusia County Code of Ordinances.

1. Fire Impact Fees
2. Road Impact Fees
3. School Impact Fees
4. Park Impact Fees

Road, School, Fire, and Park impact fees will be payable by the Applicant to Volusia County prior to issuance of a Certificate of Occupancy for the permitted structure.

The applicant agrees to pay to Volusia County School Impact Fees.

The applicant proposes to donate a 23.11 acre school site as indicated on the Preliminary Plan, to the Volusia County School Board. The site will front on Plantation Oaks Boulevard. A twelve inch (12") potable water main and an eight inch (8") sanitary force main shall be provided by the Applicant to the site with the Phase I improvements. The appraised value of the school site at the time of donation will be credited against the Phase I and subsequent phases School Impact Fees.

The Applicant proposes to dedicate a one and one half (1½) acre fire station site located within the project and adjacent to and easterly of proposed Plantation Oaks Boulevard. The appraised price of the fire station site will be credited against the Phase I Fire Impact Fee.

If Volusia County provides utilities to the site, a Master Utility Agreement will be prepared and executed between the Applicant and Volusia County for the entire development.

As phases are developed, Supplemental Utility Agreements will be prepared based on the

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equivalent residential units (ERCs) in each phase.

Due to the fact that the Applicant has agreed to pay the School Impact Fee for all dwellings, and in consideration of the magnitude of the water, sewer and reuse infrastructure improvements and associated costs, which are borne by the Applicant, the County agrees in the Master Utility Agreement, to allow dry line permitting and construction of the water, sewer and reuse improvements in Phase I prior to payment of water and sewer impact fees.

Execution of phased Supplemental Utility Agreements and payment of required water and sewer impact fees are due and payable prior to requesting clearance of the facilities for service. Guaranteed revenues will commence twelve (12) months after execution of the Supplemental Utility Agreement for each phase of sub-phase.

P. MODEL HOMES - Concurrent with construction and completion of the infrastructure, the Applicant may permit and construct model homes. The maximum number of models allowed cannot exceed 20% (twenty percent) of the total lots in the sub-phase under construction. Construction cannot commence until fire protection and stabilized access is provided. No model home will receive a final C.O. (Certificate of Occupancy) until the infrastructure for the phase is completed and approved by the County.

Q. SIGNAGE - The Preliminary Development Plan (Sheet 24 of 34) includes details, size, structure, and copy area for the signage proposed for the Development.

Major signs as indicated on the Preliminary Development Plan, are proposed at the Entrance to Phase 1, 2 and 3. Minor signs, as indicated on the Preliminary Development Plan, are proposed at the Golf Clubhouse entrance and at the intersection of Old Dixie Highway and Plantation Oaks Boulevard. Informational signs are proposed at the sales center and maintenance yard and will be monument signs with a maximum copy area of 12 square feet.

R. ON-SITE BURNING - On-site burning of construction debris, stumps, underbrush, trees, etc. is allowed onsite. Onsite burning will meet all Volusia County Standards.

S. REMOVAL OF EXCAVATION MATERIAL FROM SITE - The Applicant may remove excess excavated material from the site due to construction. All material trucked off site will leave the site via U.S. 1. No excess material may be trucked away from the site utilizing Old Dixie Highway. Applicant to request and be granted a permit from Volusia County prior to any excess fill being trucked off site.

T. DEVELOPMENT LIGHTING - Plantation Oaks Boulevard will have FP&L standard street lights spaced a maximum distance of 250 feet adjacent to the six foot (6') wide bike path. Additionally, ornamental lighting will be provided adjacent to the six (6) foot concrete sidewalk at a maximum spacing of 250 feet. Lighting will be provided at the three (3) gated entrances, the sales and maintenance area, the golf clubhouse and the three (3) clubhouse recreation areas. Tennis courts, driving range and shuffleboard courts may be lighted.

FP&L street lighting will be provided within the residential development areas. Street lights will be provided at a minimum spacing of 250 feet.

U. CLUBHOUSE AND GOLF CLUBHOUSE CONSTRUCTION STANDARDS - The Golf Clubhouse and Community Clubhouses will be built concurrently with the infrastructure of each phase and designed and constructed in accordance with the Florida Building Code. The clubhouses may be available to be utilized as emergency shelters during severe weather events.

V. BINDING EFFECT OF PLANS; RECORDING; AND EFFECTIVE DATE - The Master Development Plan, including any and all supplementary orders and resolutions, and the Preliminary Plan, shall bind and inure to the benefit of the Applicant and his successor in title or

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interest. The PUD zoning, provisions of the "Development Agreement" and all approved plans, shall run with the land and shall be administered in a manner consistent with Article IX of the Volusia County Zoning Ordinance No. 80-8, as amended.

This Order and Resolution and all subsequent Orders and Resolutions shall be filed with the Clerk of Court and recorded within sixty (60) days following execution of the document by the Volusia County Council, in the Official Records of Volusia County, Florida. One (1) copy of the document, bearing the book and page number of the Official Record in which the document was recorded, shall be submitted to the Growth and Resource Management Department. The date of receipt of this document by the Growth and Resource Management Department shall constitute the effective date of the PUD or its subsequent amendments. The Applicant shall pay all filing costs for recording documents.

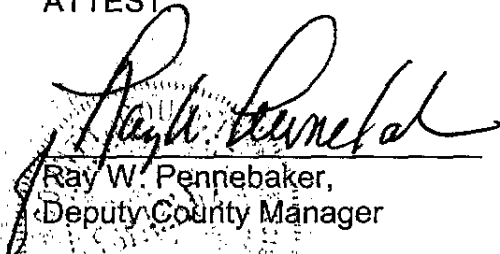
W. CONCEPTUAL APPROVAL - The parties hereto acknowledge that reductions in density and/or intensity may, and do occur; and that minor changes to roadway design, location and size of structures, actual location of parking spaces, specific locations for land uses, and locations and design of stormwater storage, landscape buffers and upland buffers may result to comply with the Volusia County Land Development Code Ordinance No. 88-3, as amended. Upon determination of the Zoning Enforcement Official, these revisions may be processed as minor amendments, as set forth in Section 813.06 of the Volusia County Zoning Ordinance No. 80-8, as amended. The Applicant agrees to revise and record the revised Preliminary Plan, which reflects any such changes, with the Clerk of Court immediately following the expiration of the thirty (30) day period for appealing Development Review Committee (DRC) decisions to the County Council. A copy of the Revised Preliminary Plan, bearing the book and page number of the Official Record in which the document was recorded, shall be submitted to the Growth and Resource Management Department.

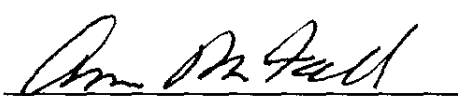
Book: 4988
Page: 174

DONE AND ORDERED by the County Council of Volusia County, Florida, this
21st day of November, 2002.

ATTEST:

VOLUSIA COUNTY COUNCIL


Ray W. Pennebaker,
Deputy County Manager


Ann McFall,
Chair

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 18th day of
Dec 2002 (mo/yr) by Ray W. Pennebaker and Ann McFall, as Deputy
County Manager and Chair, Volusia County Council, respectively, on behalf of
the County of Volusia, and who are personally known to me.



Susan M. Whittaker
My Commission DD112645
Expires August 08, 2006


NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

SUSAN M. WHITTAKER

Commission No.: DD112645

My Commission Expires: 8/8/06

WITNESSES:

Dail Zehmf
Dail Zehmf
Dail Zehmf
Dail Zehmf

Parker K. Mynchenberg, Partner

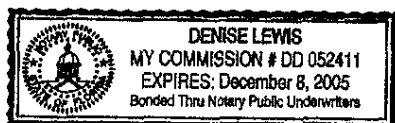
Ronnie Bledsoe, Partner

Tommy Durrance, Partner

J. Doyle Tumbleson
 J. Doyle Tumbleson, Authorized Agent

The foregoing instrument was acknowledged before me this 12th day of
December, 2002 (mo/yr) by the following who are personally known to me or
 who produced identification:

Parker K. Mynchenberg	Personally known ☒	Produced _____ as identification _____
Ronnie Bledsoe	Personally known _____	Produced <u>FL D/L</u> as identification _____
Tommy Durrance	Personally known _____	Produced <u>FL D/L</u> as identification _____
J. Doyle Tumbleson	Personally known _____	Produced <u>FL D/L</u> as identification _____



Denise Lewis
 NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

Denise Lewis

Commission No.: _____

My Commission Expires: _____

Revised December 9, 2002

SHEET TITLE

- 1 LEGAL DESCRIPTION - EXHIBIT A
- 2 LEGAL DESCRIPTION - EXHIBIT A
- 3 ANNOTATED LAND USE PLAN
- 4 ANNOTATED LAND USE PLAN
- 5 ANNOTATED LAND USE PLAN
- 6 COVER SHEET
- 7 COVER SHEET
- 8 COVER SHEET
- 9 MASTER DEVELOPMENT PLAN
- 10 MASTER DEVELOPMENT PLAN
- 11 MASTER DEVELOPMENT PLAN
- 12 MASTER WATER PLAN
- 13 MASTER WATER PLAN
- 14 MASTER WATER PLAN
- 15 MASTER SEWER PLAN
- 16 MASTER SEWER PLAN
- 17 MASTER SEWER PLAN
- 18 MASTER DRAINAGE PLAN
- 19 MASTER DRAINAGE PLAN
- 20 MASTER DRAINAGE PLAN
- 21 MASTER IRRIGATION PLAN
- 22 MASTER IRRIGATION PLAN
- 23 MASTER IRRIGATION PLAN
- 24 SIGNAGE AND PAVING DETAILS
- 25 SIGNAGE AND PAVING DETAILS
- 26 SIGNAGE AND PAVING DETAILS
- 27 SIGNAGE AND PAVING DETAILS
- 28 WETLAND IMPACT/MITIGATION PLAN
- 29 WETLAND IMPACT/MITIGATION PLAN
- 30 WETLAND IMPACT/MITIGATION PLAN
- 31 WETLAND IMPACT/MITIGATION PLAN
- 32 HORIZONTAL CONTROL PLAN
- 33 HORIZONTAL CONTROL PLAN
- 34 HORIZONTAL CONTROL PLAN

**PLANTATION OAKS
OF ORMOND BEACH**

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

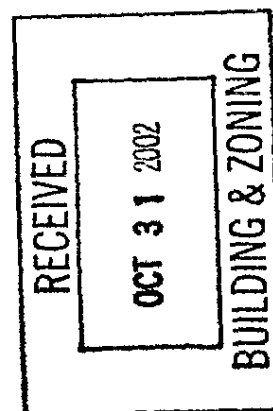


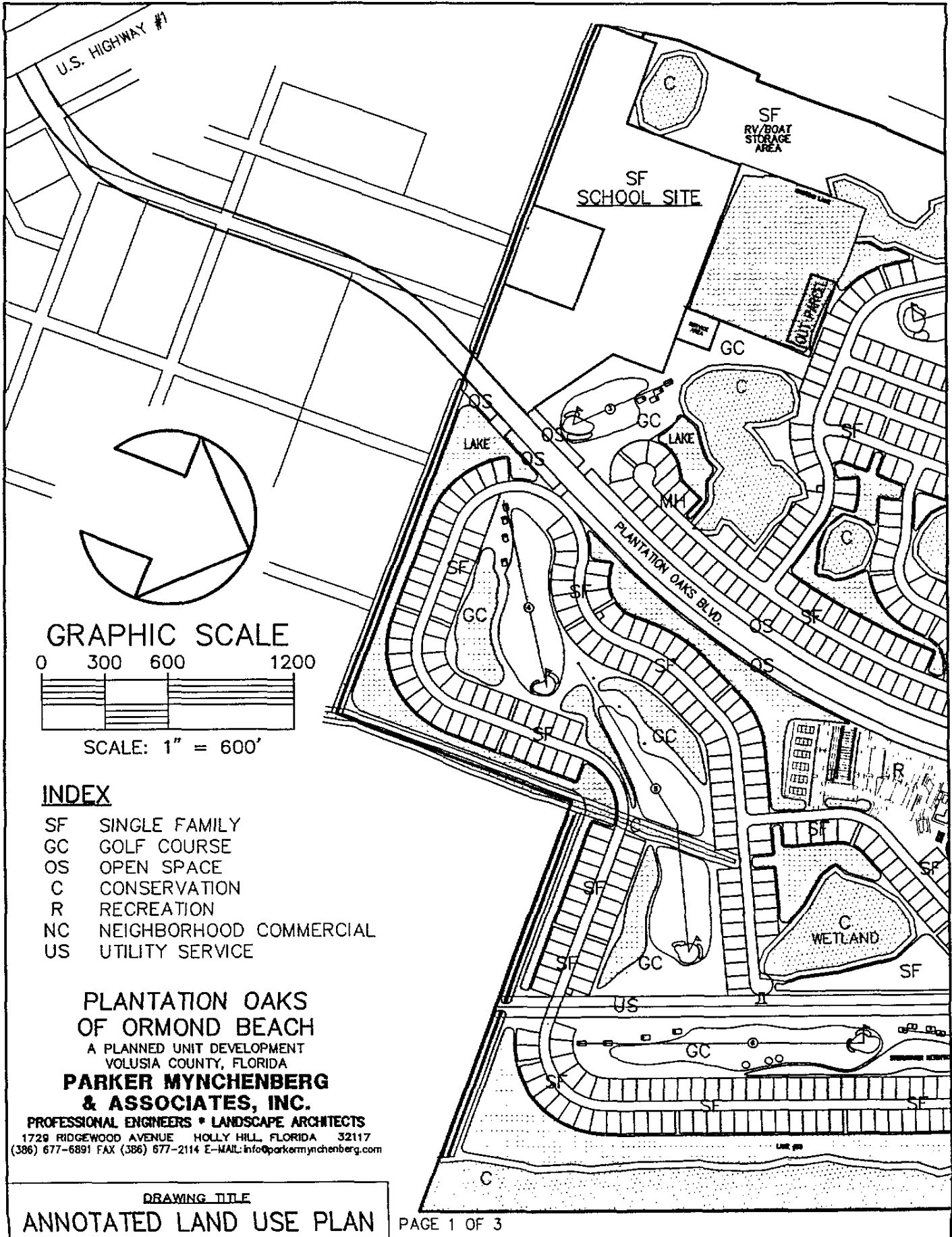
EXHIBIT "A"

DESCRIPTION

ALL OR PART OF BLOCKS 173, 174, 179, 180, 182, 183, 184, 185, 186, 187, 188, 189, 190, 192, 193, 194, 195, 196, 197, 199, AND 201, ORMOND ON THE BAY, AS RECORDED IN MAP BOOK 11, PAGES 42 THROUGH 59, AND ALL OR PARTS OF BLOCKS 202, 203, 206, 207, 216, 217, 218, 219, 224, AND 234, ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 68 THROUGH 72, SITUATED IN SECTION 39 TOWNSHIP 13 SOUTH RANGES 31 AND 32 EAST, AND ALL OR PART OF BLOCKS 169, 170, 171, 172, 173, 174, 181, AND 182, NATIONAL GARDENS, AS RECORDED IN MAP BOOK 7 PAGE 108, SITUATED IN SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, ALL BEING IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND PART OF SECTIONS 24, 25, AND 30, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND PART OF SECTION 40, TOWNSHIP 13 SOUTH RANGE 32 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 24, TOWNSHIP 13 SOUTH RANGE 31 EAST, THENCE S89°57'37"E ALONG THE NORTH LINE OF SECTION 24 A DISTANCE OF 530.94 FEET; THENCE S39°18'33"E DEPARTING SAID SECTION LINE A DISTANCE OF 970.33 FEET; THENCE S79°15'13"E A DISTANCE OF 1984.77 FEET; THENCE N78°39'47"E A DISTANCE OF 641.29 FEET TO THE WESTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY, AN 80 FOOT RIGHT OF WAY AS SHOWN ON THE PLATS OF ORMOND ON THE BAY, AFORESAID; THENCE S24°59'47"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 879.74 FEET; THENCE S30°58'22"E CONTINUING ALONG SAID RIGHT OF WAY A DISTANCE OF 1651.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID RIGHT OF WAY HAVING A CENTRAL ANGLE OF 32°26'42", A RADIUS OF 1040.00 FEET, FOR AN ARC LENGTH OF 588.92 FEET; THENCE S20°35'43"E DEPARTING SAID RIGHT OF WAY LINE A DISTANCE OF 1394.44 FEET; THENCE S22°19'40"E A DISTANCE OF 4671.43 FEET TO A POINT ON THE NORTH LINE OF THE VILLAGE OF PINE RUN, AS RECORDED IN MAP BOOK 35, PAGES 40 THROUGH 45, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S88°08'55"W ALONG THE SAID NORTH LINE AND ITS WESTERLY PROJECTION A DISTANCE OF 2136.30 FEET TO THE NORTHWEST CORNER OF THE VILLAGE OF PINE RUN 2ND ADDITION, AS RECORDED IN MAP BOOK 34, PAGES 148 AND 149, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S01°17'28"E ALONG THE WEST LINE OF THE VILLAGE OF PINE RUN, 2ND ADDITION, A DISTANCE OF 1198.65 FEET TO THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AFORESAID; THENCE S88°22'40"W ALONG THE SOUTH LINE OF SAID SECTION 25 A DISTANCE OF 3555.55 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF INTERSTATE HIGHWAY I-95; THENCE NORTHERLY ALONG THE EASTERLY

LINE OF INTERSTATE I-95 THE FOLLOWING COURSES AND DISTANCES, N17°17'31"W A DISTANCE OF 48.34 FEET; N01°39'54"W A DISTANCE OF 181.15 FEET; S88°20'06"W A DISTANCE OF 30.00 FEET; N08°19'09"W A DISTANCE OF 176.50 FEET; N01°08'35"E A DISTANCE OF 417.56 FEET; N88°20'06"E A DISTANCE OF 30.00 FEET N01°39'54"W A DISTANCE OF 611.55 FEET; N01°08'35"E A DISTANCE OF 849.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11°34'37", A RADIUS OF 3969.83 FEET, FOR AN ARC LENGTH OF 802.13 FEET; THENCE N01°39'54"W A DISTANCE OF 169.89 FEET; THENCE S88°20'06"W A DISTANCE OF 30.00 FEET; TO A POINT ON A CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07°50'06", A RADIUS OF 3969.83 FEET, A CHORD BEARING OF N16°50'30"W, FOR AN ARC LENGTH OF 542.86 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N20°45'33"W A DISTANCE OF 4504.55 FEET TO A POINT ON THE WEST LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE DEPARTING THE EASTERLY LINE OF INTERSTATE I-95, N01°50'18"W ALONG THE WEST LINE OF SECTION 24 A DISTANCE OF 2620.50 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM LOT 9, BLOCK 192, LOTS 13, 15 AND 16, BLOCK 195, LOT 2, BLOCK 196, LOTS 11, 12, 16 AND 17, BLOCK 197, LOTS 4, 11, 18 AND 26, BLOCK 200, LOTS 5, 8 AND 9 BLOCK 201, ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 42 THROUGH 59 AND LOT 24, BLOCK 202, LOT 23, BLOCK 203, LOT 13, BLOCK 217, ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 68 THROUGH 72, AND LOTS 2, 3, 4, 9, 8, 38, AND 44, BLOCK 172, NATIONAL GARDENS AS RECORDED IN MAP BOOK 7, PAGE 108, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, AND BEING SUBJECT TO A 100' FLORIDA POWER & LIGHT COMPANY EASEMENT.

...



PLANTATION OAKS OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

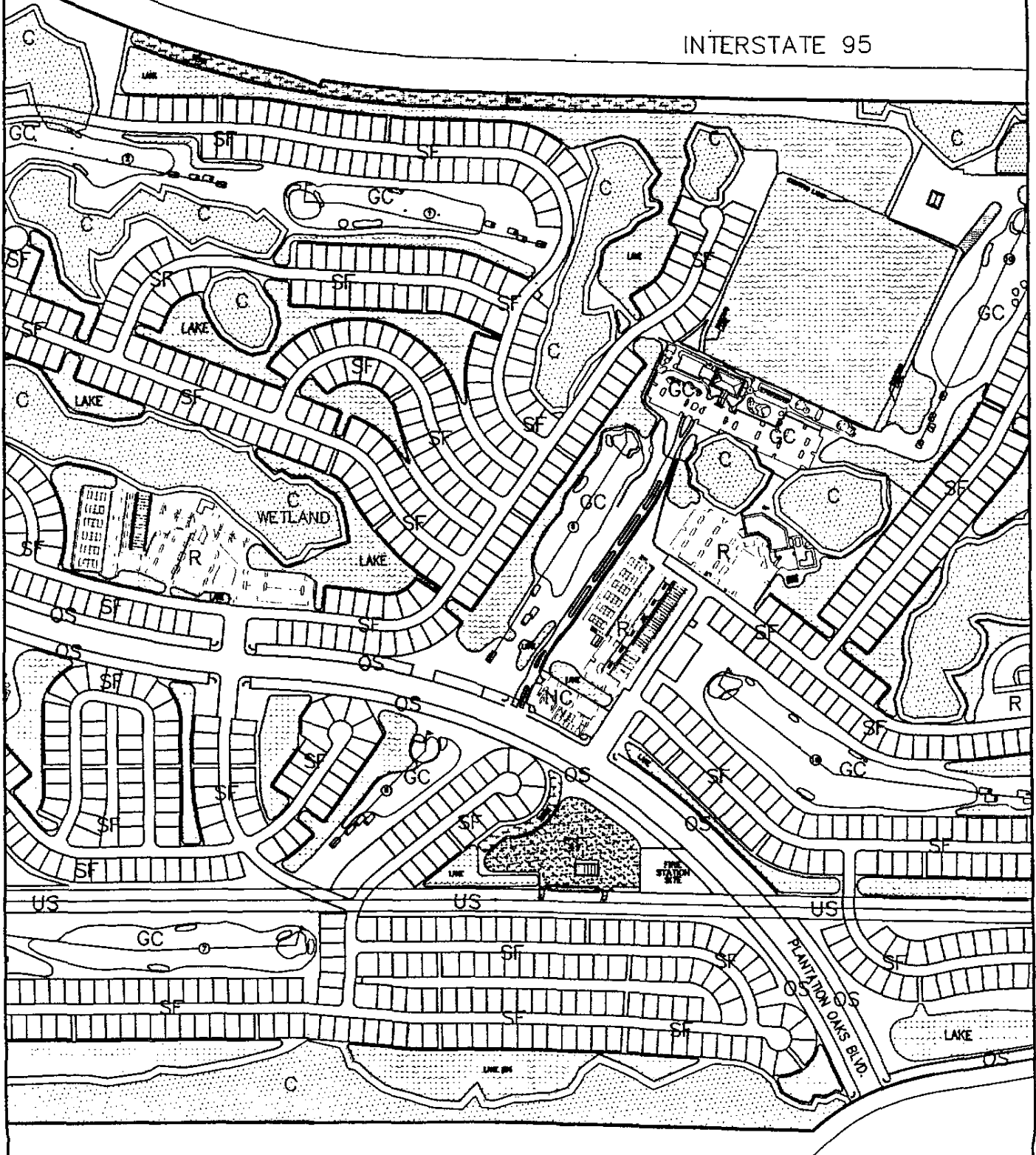
PARKER MYNCHENBERG & ASSOCIATES, INC.

PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

PAGE 2 OF 3

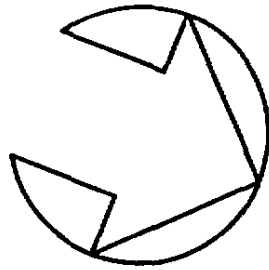
DRAWING TITLE
ANNOTATED LAND USE PLAN

INTERSTATE 95



SHEET 4 OF 34

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Page: 181



GRAPHIC SCALE



SCALE: 1" = 600'



**PLANTATION OAKS
OF ORMOND BEACH**

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

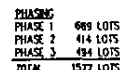
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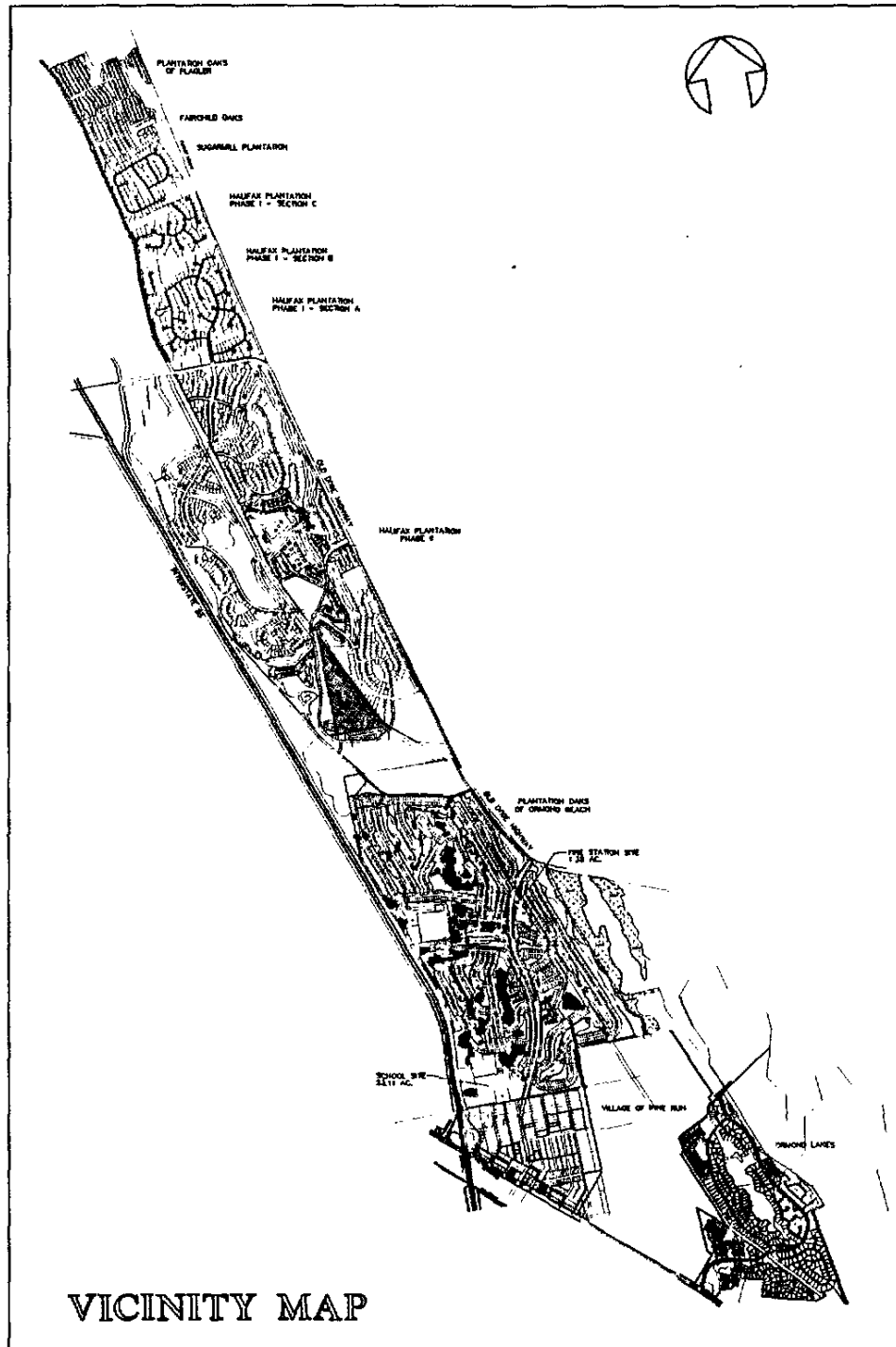
ANNOTATED LAND USE PLAN

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**PLANTATION OAKS
OF ORMOND BEACH**

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
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DRAWING TITLE
COVER SHEET

SHEET 7 OF 34

GENERAL INFORMATION

END-SEC. NAME:PLANTATION OAKS OF ORMOND BEACH
VOLUSIA COUNTY

DISCUSSION

PLANTATION GARTS OF OMAHA, L.C.
PARKER WINCHESTER & ASSOC., INC.
PARKER WINCHESTER, P.E. #33045, L.A.#125
1729 ROOSEVELT AVENUE
MOLLY HILL, FLORIDA 32117
(304) 637-8891 FAX (304) 877-2114
E-MAIL: info@parkerwinchester.com

KEYWORD SLIDING

VOLUSA CONSTRUCTION
P.O. BOX 214378
SOUTH DAYTONA, FLORIDA 32121-4378
(386) 781-8111 FAX (386) 781-1204

TENANT CURRANCY

HALIFAX PARKING
P.O. BOX 730548
ORLANDO BEACH, FLORIDA 32173-6548
(305) 878-0866 FAX (305) 878-0865

PROJECT AGREEMENT

J. DOYLE TUMBLESON
PATRICK, VINCENT, PYLE, P.A.
750 SOUTH PALMETTO AVENUE
DAYTONA BEACH, FLORIDA 32114
(386) 252-1516 FAX (386) 251-2851

SITE INFORMATION

RESEARCH CONCLUDES: LOW-TO-MID-LEVEL

PROPOSED LOSE 1-27

THE ANSWER

GATED COMMUNITY
 18 HOLE CHAMPIONSHIP GOLF COURSE WITH CLUBHOUSE
 3 CLUBHOUSE
 6 SWIMMING POOLS
 3 SPAS
 TENNIS FACILITIES
 SHUFFLEBOARD
 SOFTBALL FIELD
 BOOZE
 HORSESHOES
 VOLLEYBALL
 STABILIZED STREET TRAIL
 BY AND BOAT STORAGE AREA

RESEARCH DESIGN AND DESIGN

PARTNER MYNCHBERG & ASSOC. PC
PARTNER MYNCHBERG, P.C. 80345, LA 70563
1728 ROCKWOOD AVENUE
HOLLY HILL, FLORIDA 32117
(386) 877-8881 FAX (386) 877-2116
E-MAIL: myndeb@myndeb.com

DISCUSSION

BURNHAM ASSOCIATES, INC.
C. S. BURNHAM, P.L.C. #4402
1735 WOODHOLM AVENUE
HOLLY HILL, FLORIDA 32117
(386) 877-5443 FAX (386) 877-5854

ENVIRONMENTAL CONSULTANT

KARL LOTSPERCH
LOTPERCH & ASSOCIATES, INC.
2711 W FAIRMANS AVENUE
WHITE PARK, FLORIDA 32708-1314
(407) 740-8442 FAX (407) 645-1302

TRADING CONSULTANT

LANDOUT DESIGN, P.E.
PLASTIC PLANNING & DESIGN, INC.
535 VANDERBILT DRIVE - SUITE 200
MARIANEL, FLORIDA 32715-7500
(407) 838-9950 FAX (407) 838-9950

LANE 100 TRANSLATION

TOTAL AREA = 10513.75 ACRES
 LINEAL FEET OF STREETS
 PUBLIC (ON SITE) = 2,586.16
 PUBLIC (OFF SITE) = 2,618.06
 PRIVATE = 64,300.00
 AREA OF PUBLIC LAND (OFF SITE) (P/L) = 17.42 ACRES
 AREA OF PUBLIC LAND (OFF SITE) (P/R) = 6.96 ACRES
 SCHOOL SITE = 23.11 ACRES
 OFFICE FIRE STATION SITE = 1.38 ACRES
 AREA OF PRIVATE LAND = 864.82 ACRES
 TOTAL NUMBER OF LOTS: 1577
 DENSITY = 1.53 BLD/AC
 TAX PARCEL #:

3724--00--00--0070
3725--00--00--0000
3725--02--74--0070
3725--01--68--0010
3725--00--00--0000
3726--00--01--0070

GENERAL NOTES

1 BOUNDARY SURVEY PREPARED BY DUNHAM ASSOCIATES, INC., 1733 RIDGEWOOD AVENUE, HOLLY HILL, FLORIDA 32112

2. TELEPHONE, FLETCING AND CABLE TELEVISION SERVICE SHALL BE INSTALLED UNDERGROUND

3. CONTRACTOR SHALL VERIFY SITE CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND NOTIFY THE ENGINEER AS TO DISCREPANCIES, IF ANY EXIST.

5. TRAFFIC CONTROL SIGNS SHALL BE IN ACCORDANCE WITH FDOT SIGNALS SPECIFICATIONS. ALL REQUIRED

[illegible]

7. THERE ARE NO KNOWN WILDLIFE COMMITMENTS FOR POTENTIALLY ENDANGERED SPECIES OR SPECIES OF CONCERN. THERE ARE NO KNOWN PLANTS OR ANIMALS THAT BEARER THIS SITE THAT ARE LISTED AS EXTINCTLY ENDANGERED SPECIES OR SPECIES OF SPECIAL CONCERN, EXCEPT COMMON VORTEXES AND WEAVES. THERE ARE NO HISTORIC OR ARCHAEOLGICAL SITES ON THIS PROPERTY, EXCEPT A HISTORICAL CHIMNEY WHICH IS BEING PRESERVED AS A MUSEUM SITE.

5. SANITARY TOWER GRANTY BARS SHALL BE 6" DIAMETER SDR 35 PVC INSTALLED AT A MINIMUM GRADE OF 1.0%.

9. THE DESIGNED MAXIMUM SPEED LIMIT FOR PRIVATE STREETS SHALL BE 30 MILES PER HOUR UNLESS INDICATED OTHERWISE. ALL

RIGHT-OF-WAY SHALL BE PRIVATE, WITH THE EXCEPTION OF A
100 FT WIDE DEDICATED PUBLIC RIGHT-OF-WAY

18. BASED ON ABOVE INFORMATION, BEHALF OF DEFENSE, IT IS THE OPINION OF COUNSEL THAT

12. ALL PANELS AND MARKERS AND SIGNING SHALL BE PNEUMOPLASTIC AND SHALL BE INSTALLED IN



A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

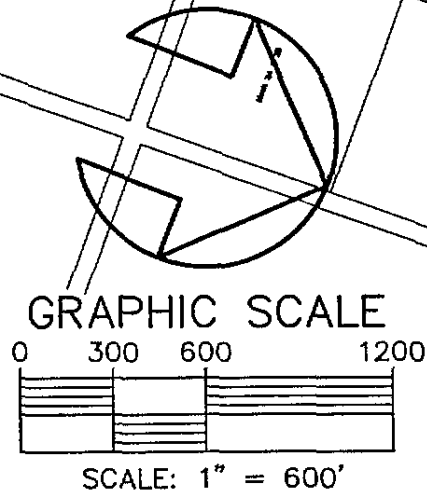
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLY HILL FLORIDA 32114
(386) 877-6891 FAX (386) 877-2114 E-MAIL: info@porkermynchenberg.com

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DRAWING TITLE
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**PLANTATION OAKS
OF ORMOND BEACH**

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
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MASTER DEVELOPMENT PLAN

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PLANTATION OAKS OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

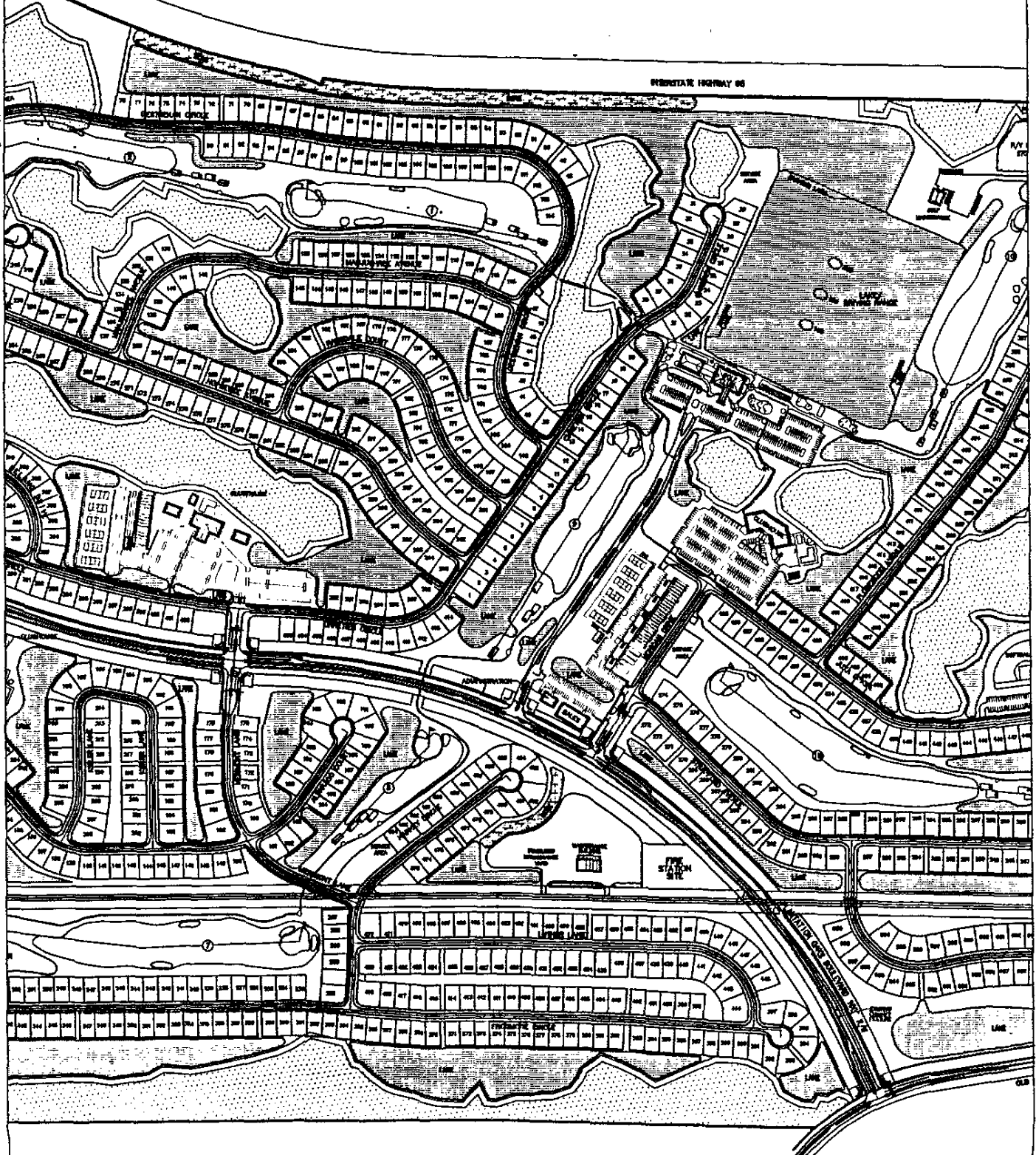
PARKER MYNCHENBERG & ASSOCIATES, INC.

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(386) 677-0601 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

PAGE 2 OF 3

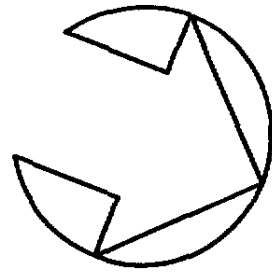
DRAWING TITLE
MASTER DEVELOPMENT PLAN

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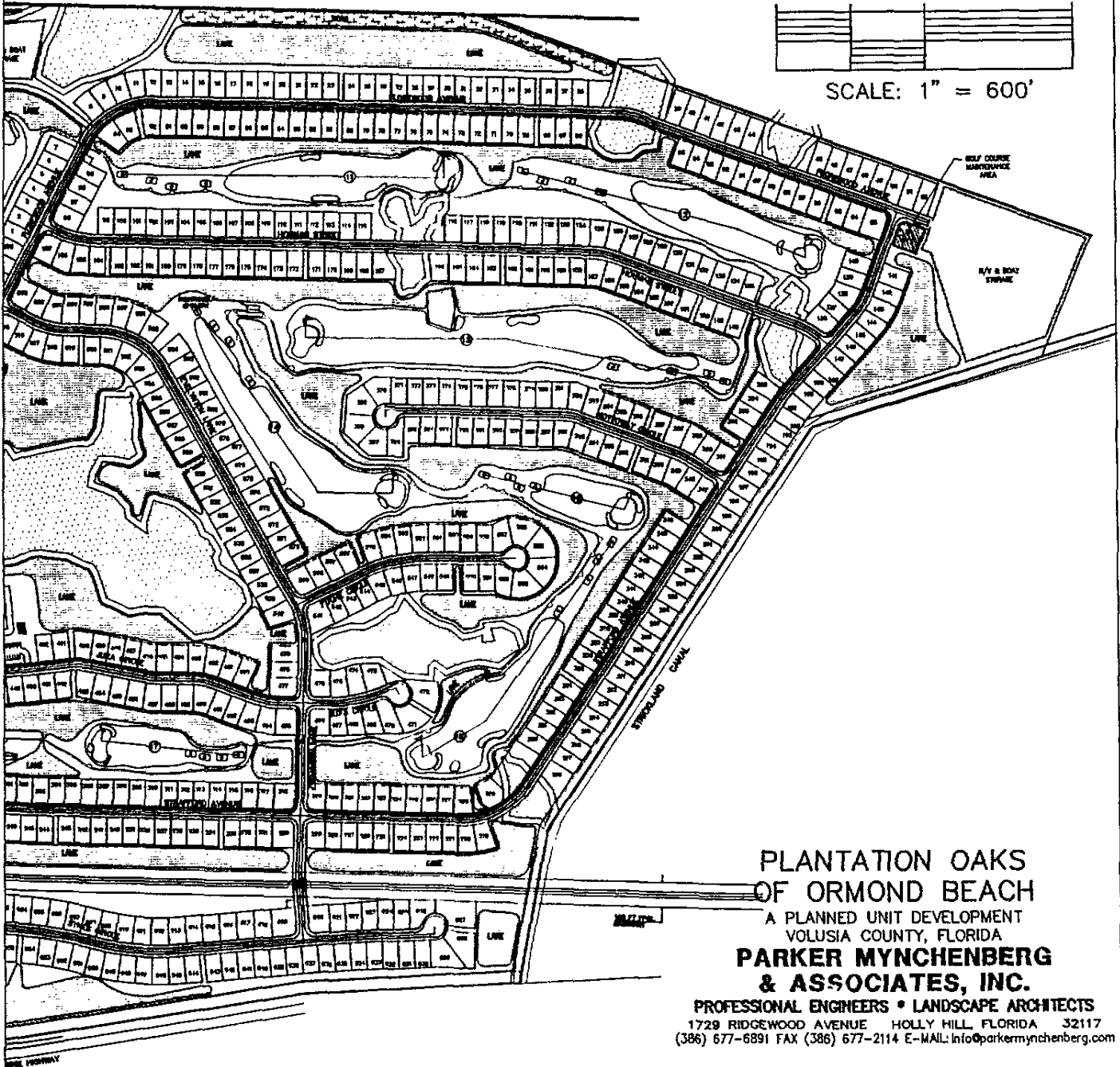
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GRAPHIC SCALE



SCALE: 1" = 600'



**PLANTATION OAKS
OF ORMOND BEACH**

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
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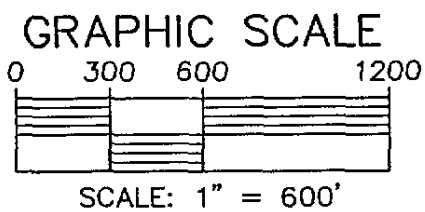
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MASTER DEVELOPMENT PLAN

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PLANTATION OAKS OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

PARKER MYNCHENBERG & ASSOCIATES, INC.

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DRAWING TITLE
MASTER WATER PLAN

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PLANTATION OAKS OF ORMOND BEACH

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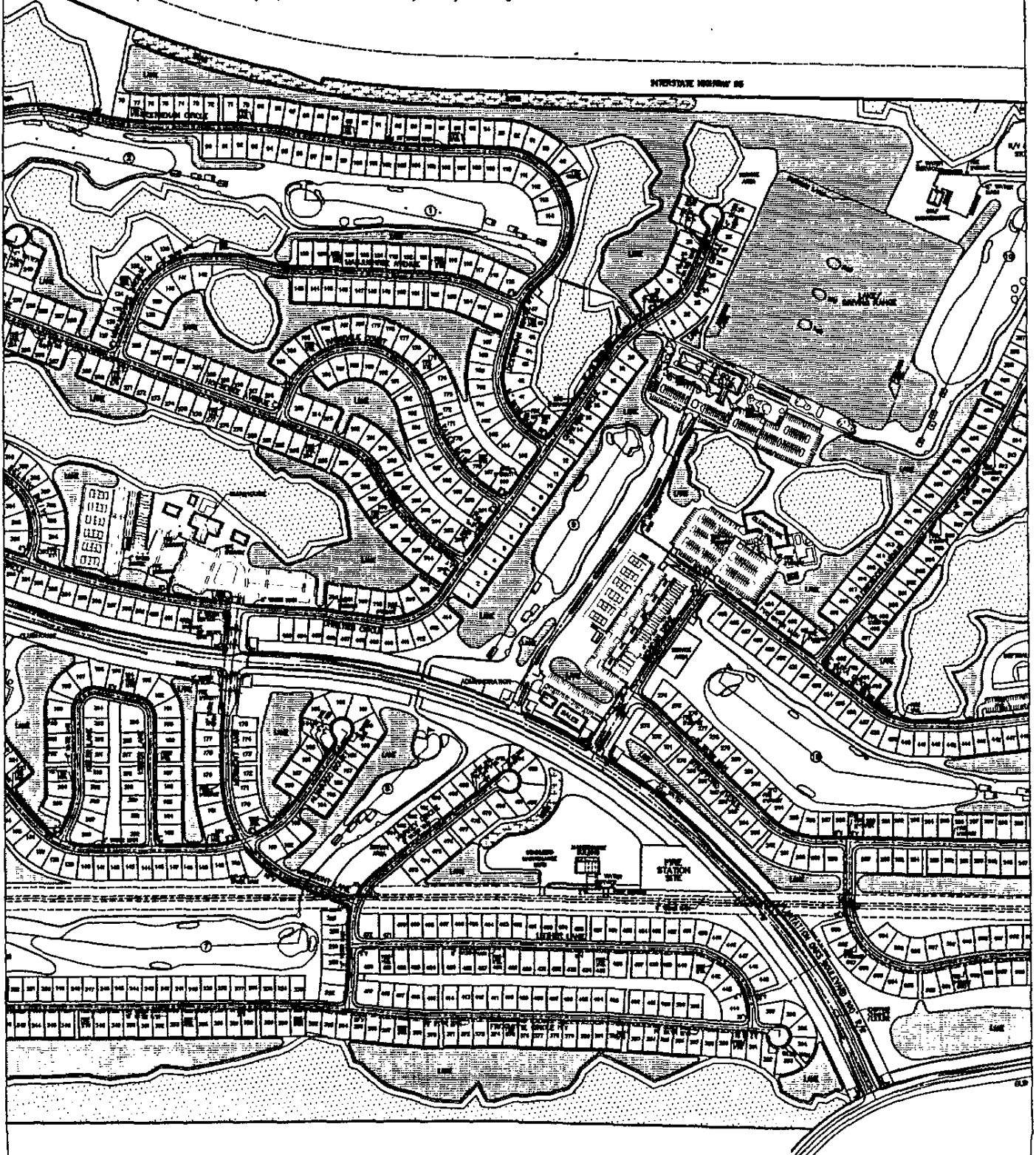
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MASTER WATER PLAN

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

PARKER MYNCHENBERG & ASSOCIATES, INC.

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PLANTATION OAKS OF ORMOND BEACH

PAGE 2 OF 3

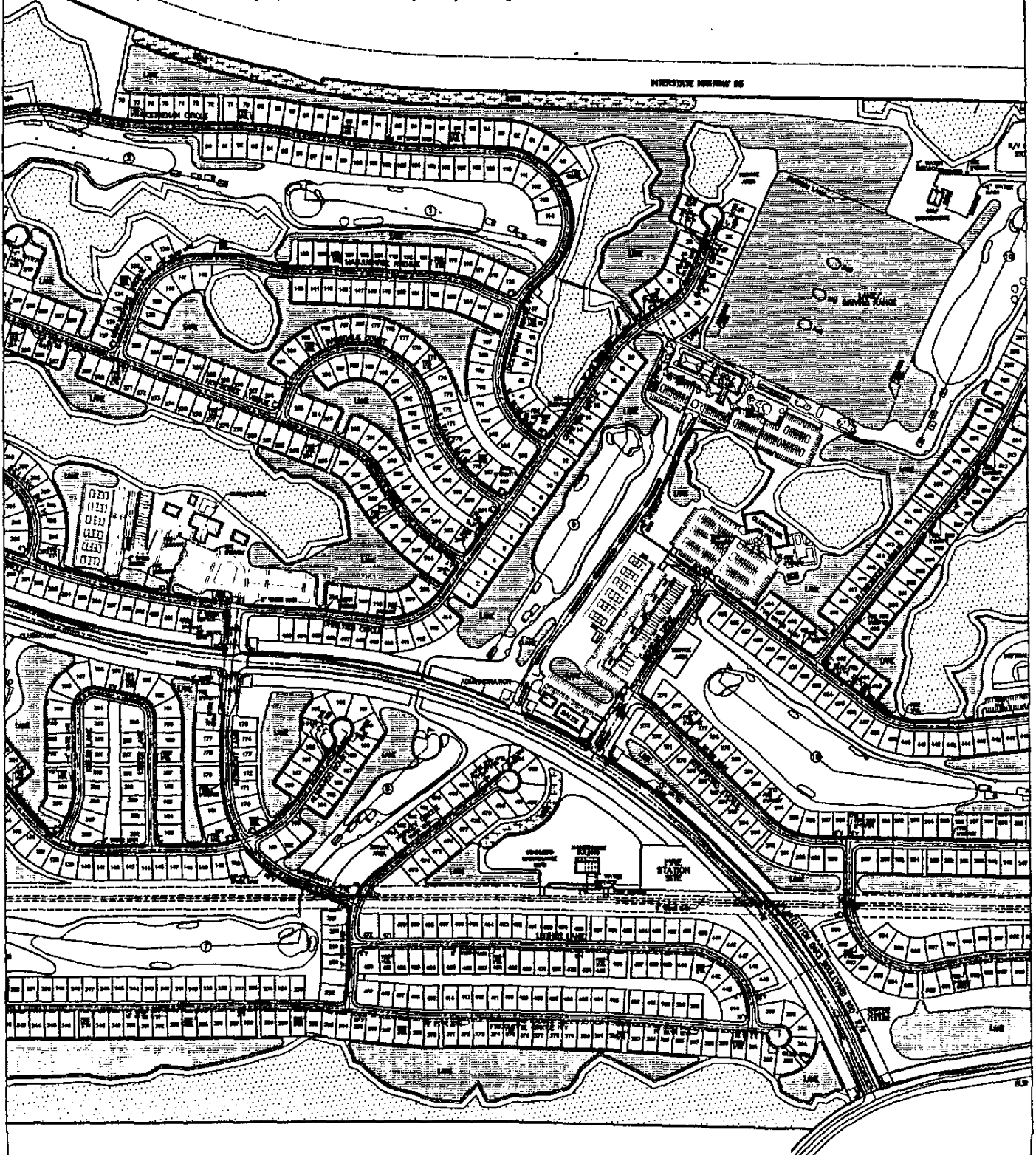
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A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

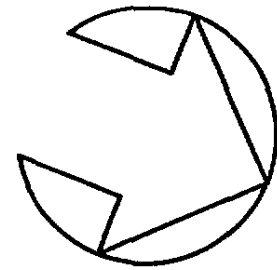
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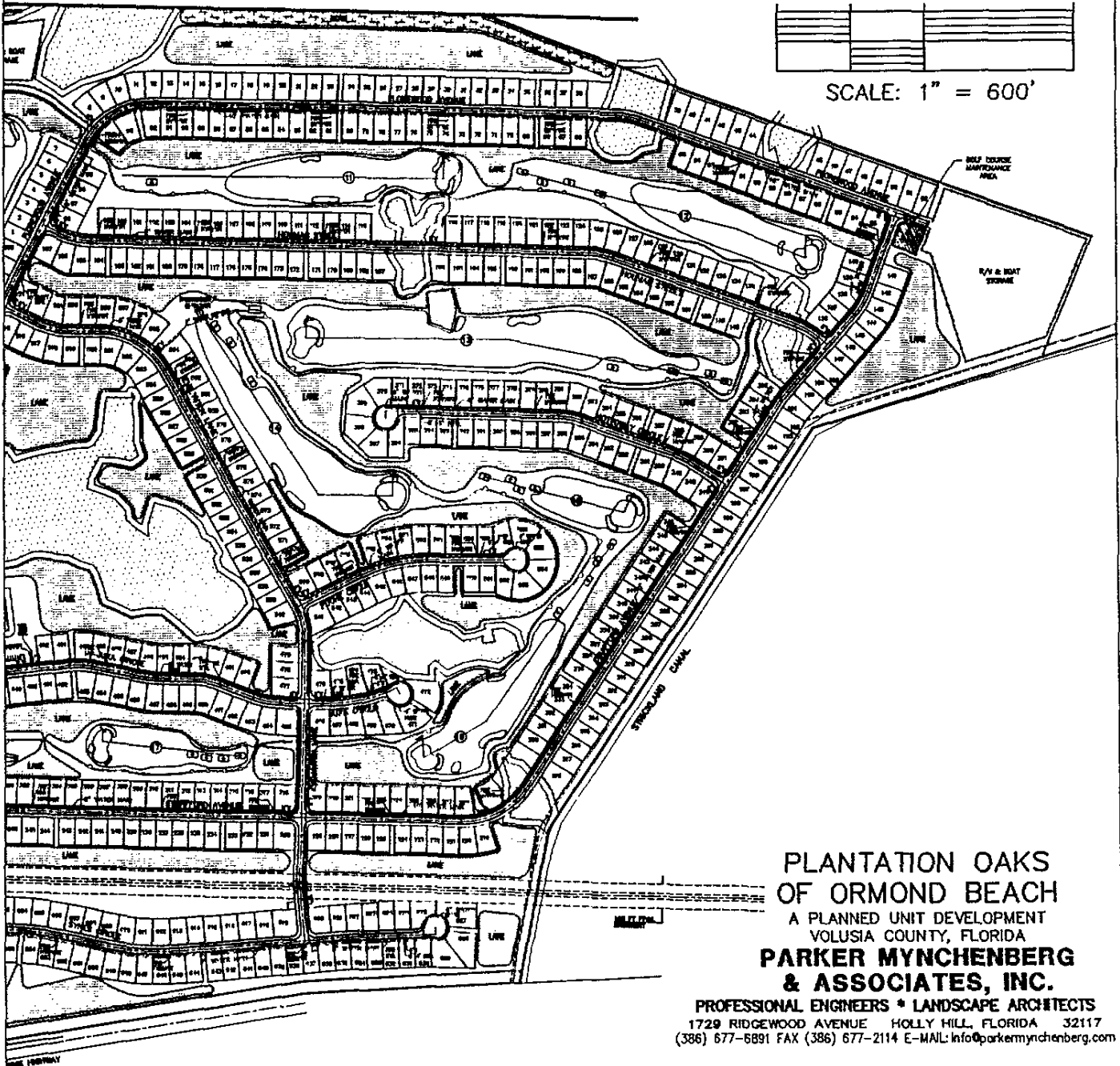
SHEET 13 OF 34



GRAPHIC SCALE

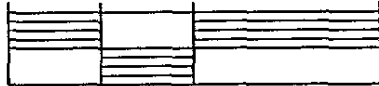


SCALE: 1" = 600'

PLANTATION OAKS
OF ORMOND BEACHA PLANNED UNIT DEVELOPMENT
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GRAPHIC SCALE
0 300 600 1200



SCALE: 1" = 600'

PLANTATION OAKS OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

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DRAWING TITLE
MASTER SEWER PLAN

PAGE 1 OF 3

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PLANTATION OAKS OF ORMOND BEACH

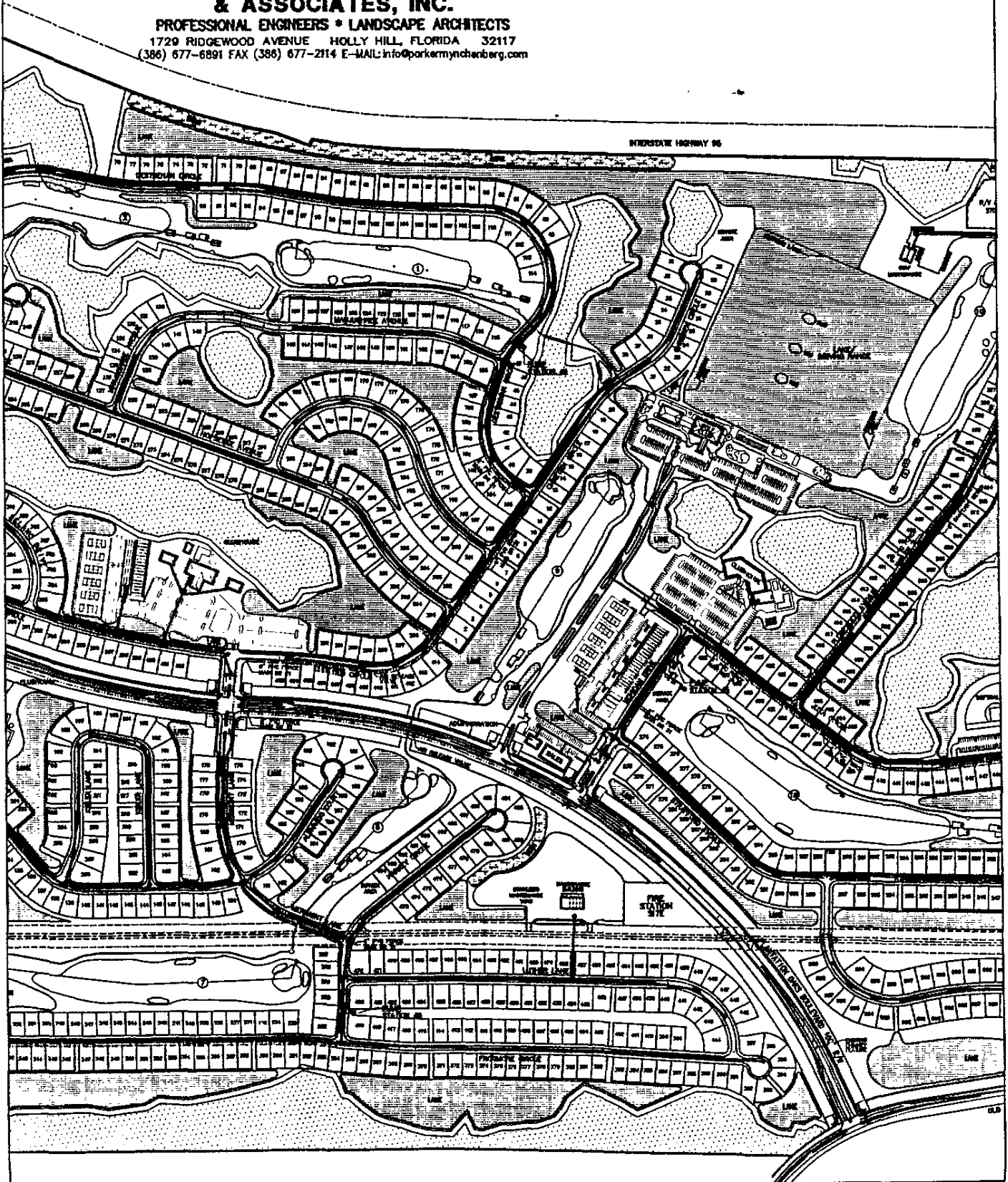
PAGE 2 OF 3

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

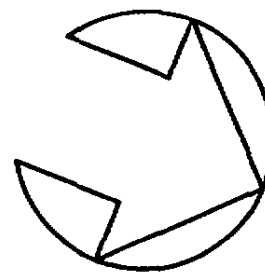
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DRAWING TITLE MASTER SEWER PLAN



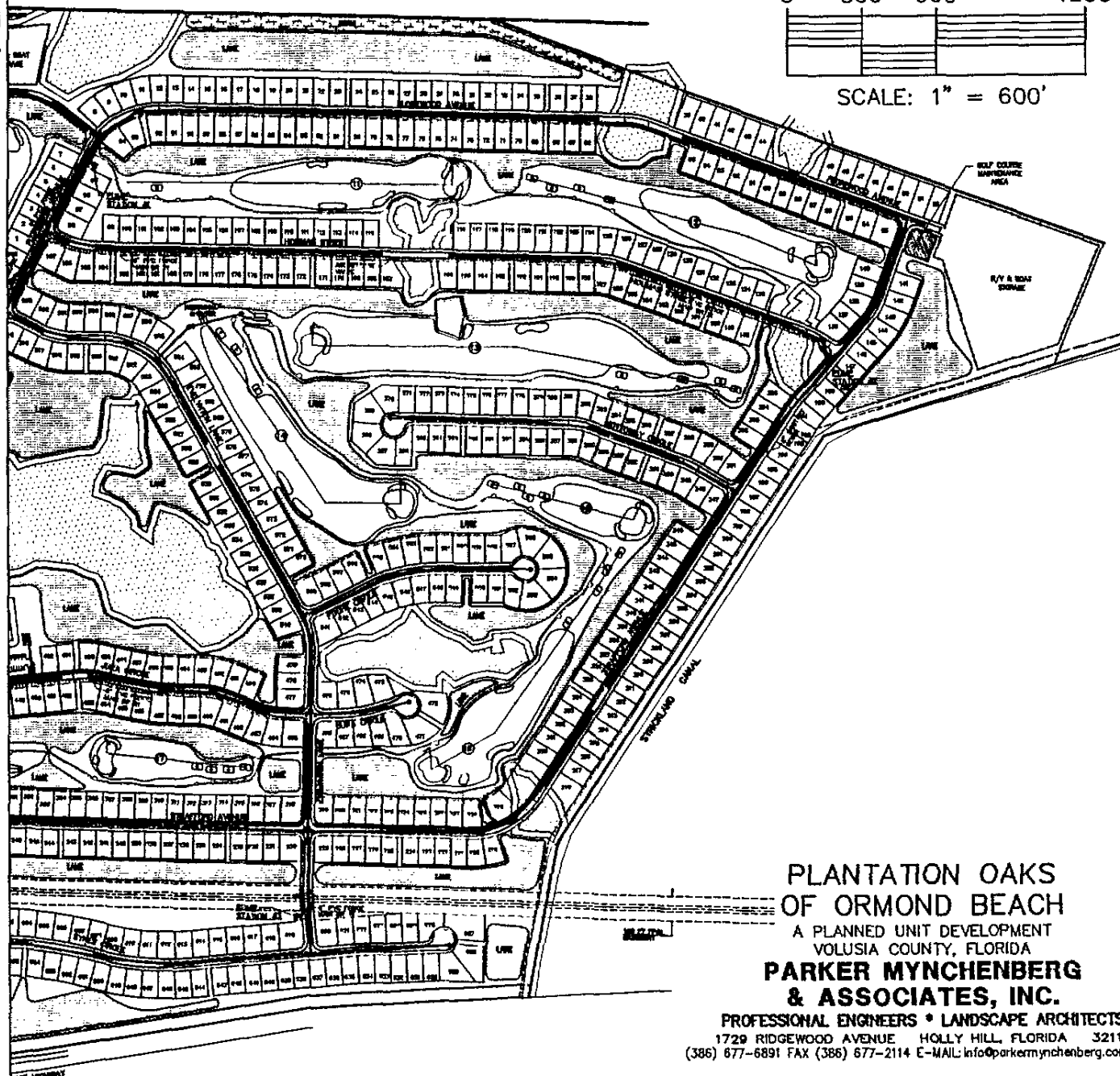
SHEET 16 OF 34



0 300 600 1200



SCALE: 1" = 600'



PLANTATION OAKS OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

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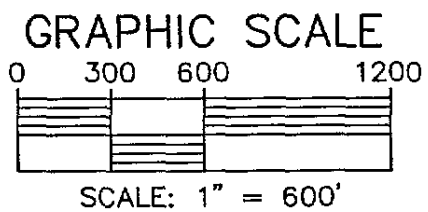
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MASTER SEWER PLAN

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**PLANTATION OAKS
OF ORMOND BEACH**
A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA
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DRAWING TITLE
MASTER DRAINAGE PLAN

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PLANTATION OAKS OF ORMOND BEACH

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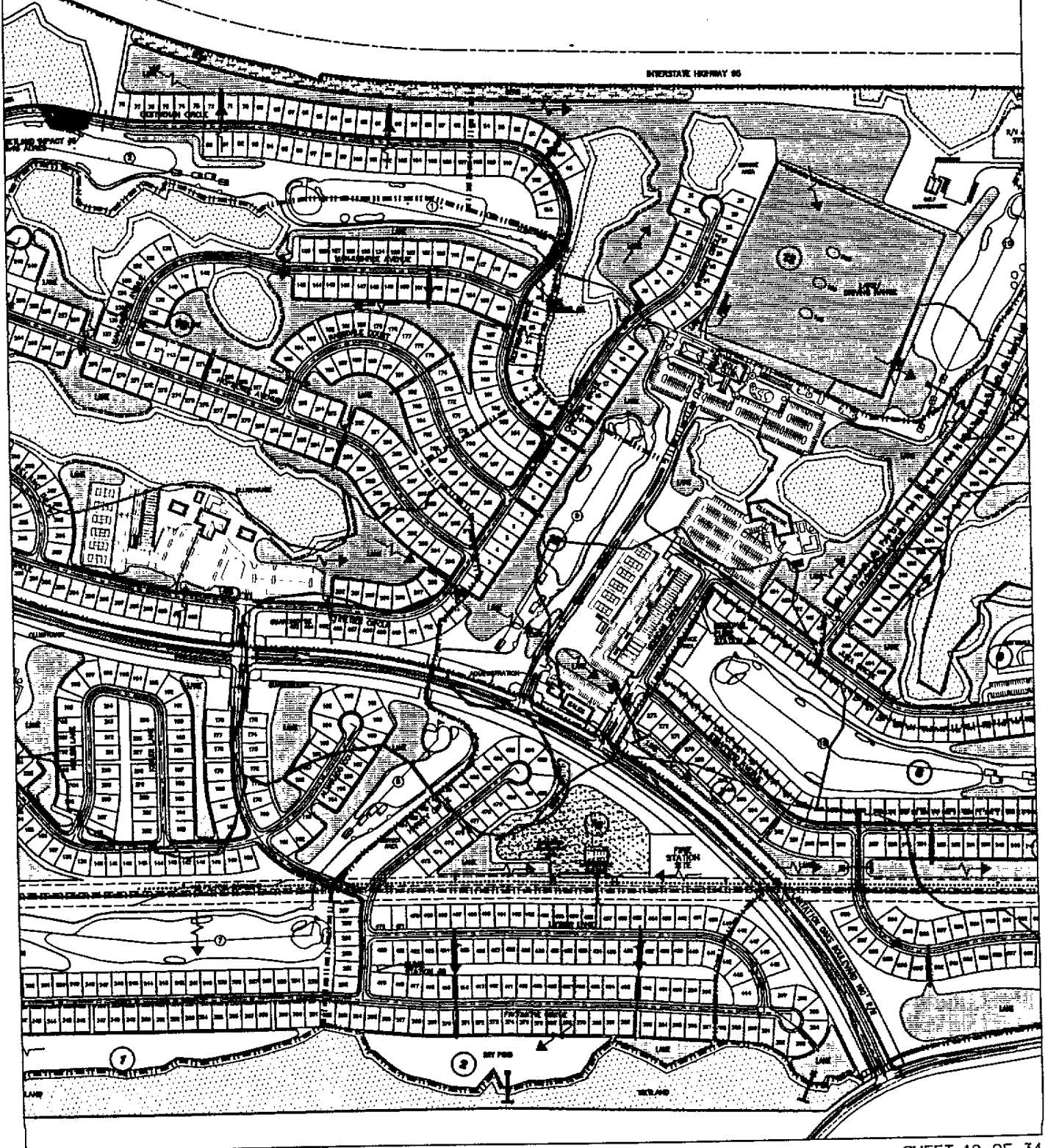
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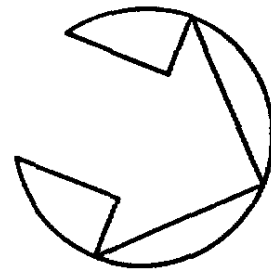
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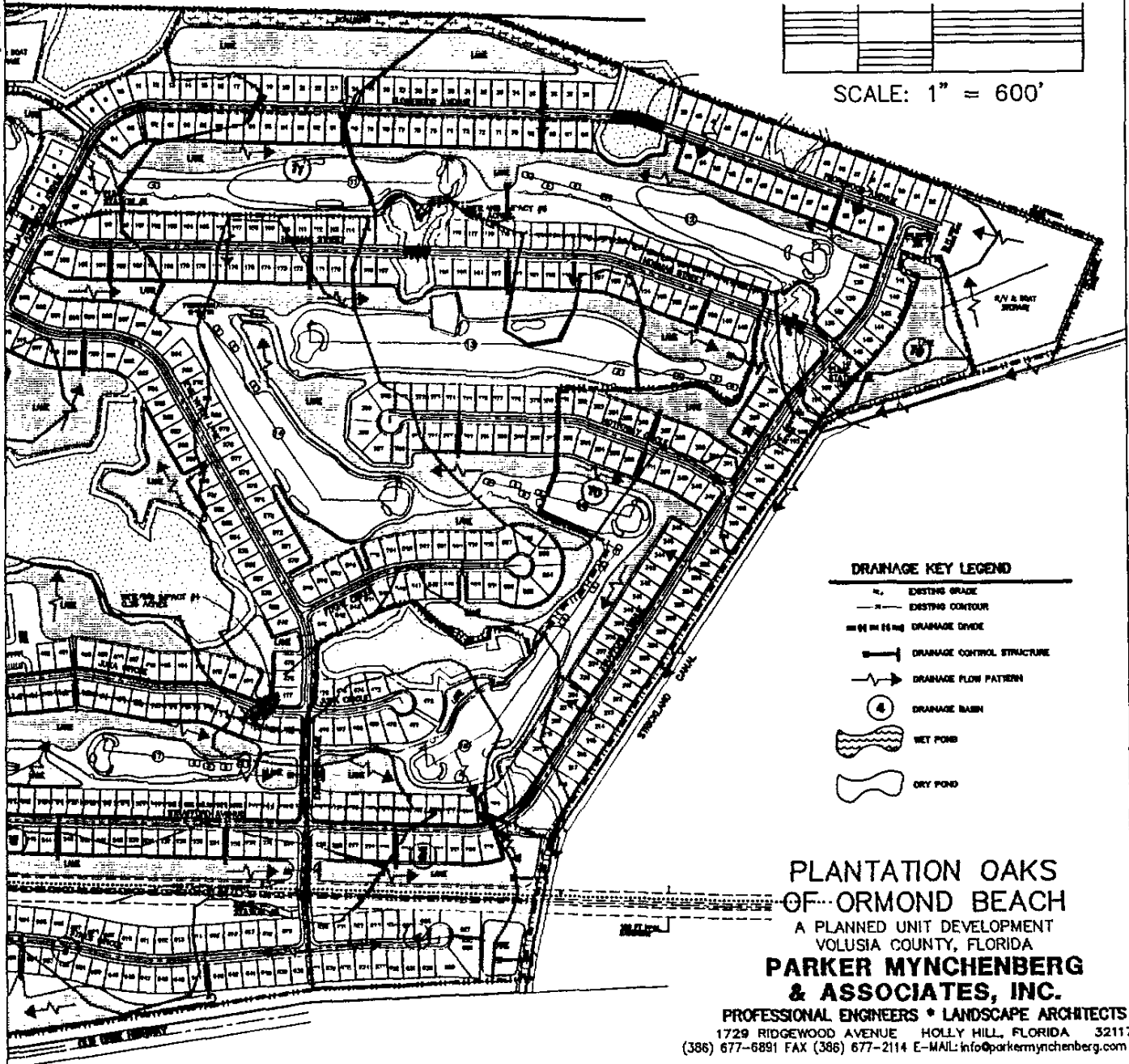
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GRAPHIC SCALE



SCALE: 1" = 600'



DRAINAGE KEY LEGEND

- EXISTING GRADE
- - - EXISTING CONTOUR
- () — () — DRAINAGE DIVIDE
- [] — DRAINAGE CONTROL STRUCTURE
- [] — DRAINAGE FLOW PATTERN
- ④ DRAINAGE BASIN
- ~ WET POND
- DRY POND

PLANTATION OAKS OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

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PAGE 3 OF 3

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MASTER DRAINAGE PLAN

SHEET 20 OF 34

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GRAPHIC SCALE



SCALE: 1" = 600'

**PLANTATION OAKS
OF ORMOND BEACH**
A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA
**PARKER MYNCHENBERG
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DRAWING TITLE
MASTER IRRIGATION PLAN

PAGE 1 OF 3

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PLANTATION OAKS OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

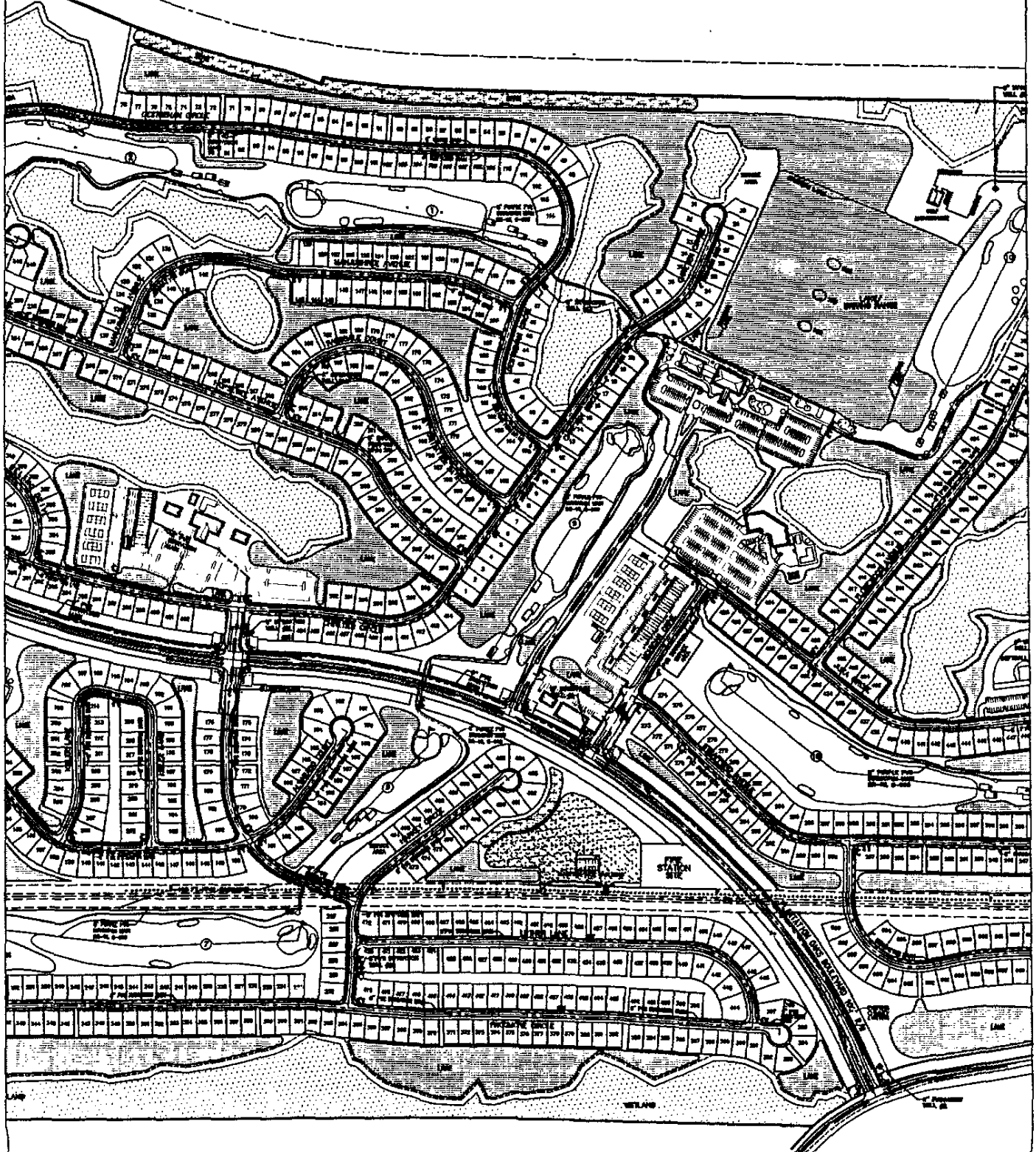
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DRAWING TITLE
MASTER IRRIGATION PLAN

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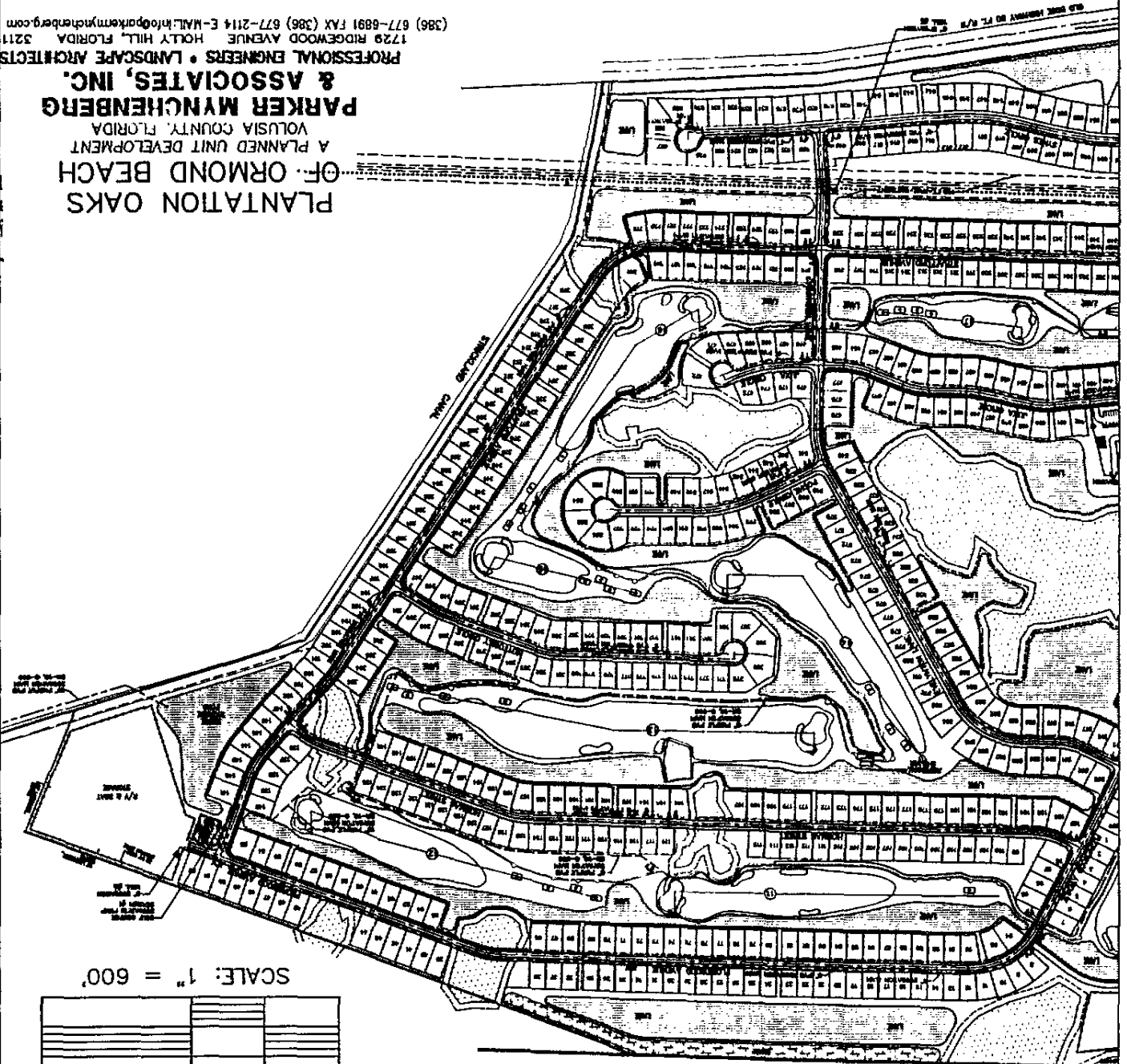
SHEET 22 OF 34

MASTER IRRIGATION PLAN
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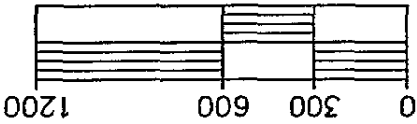
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Book: 4988
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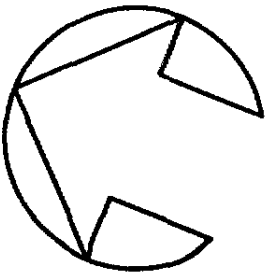
PLANTATION OAKS
OF ORMOND BEACH
A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA
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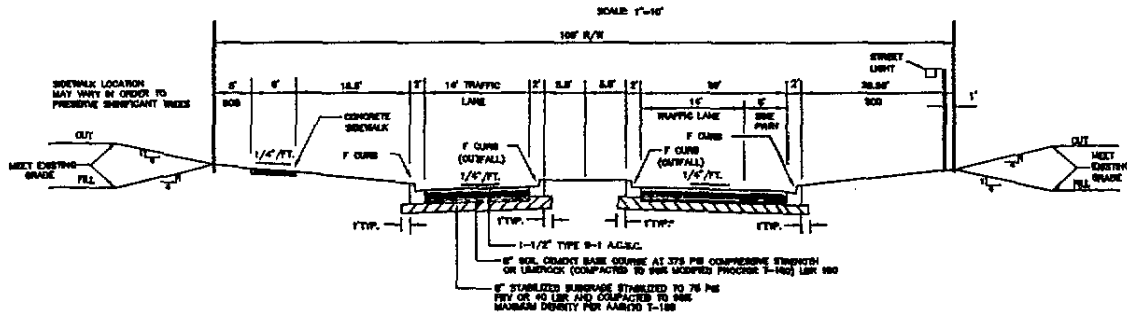
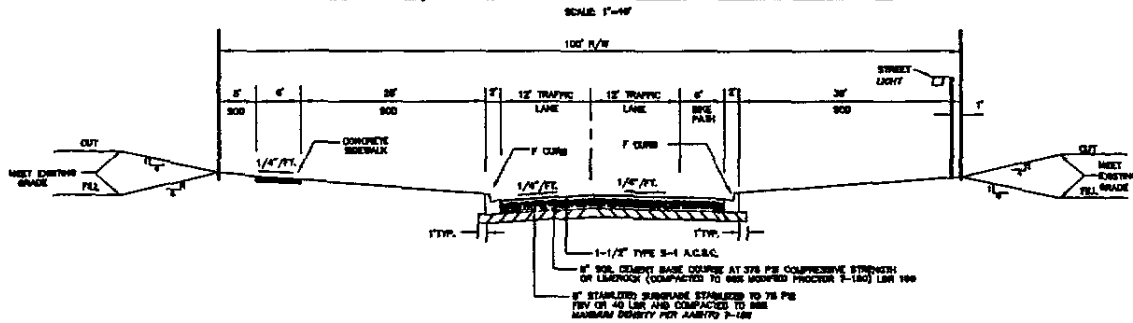
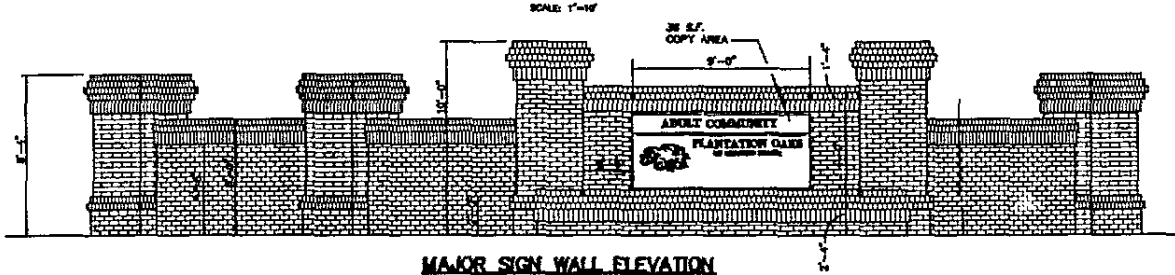
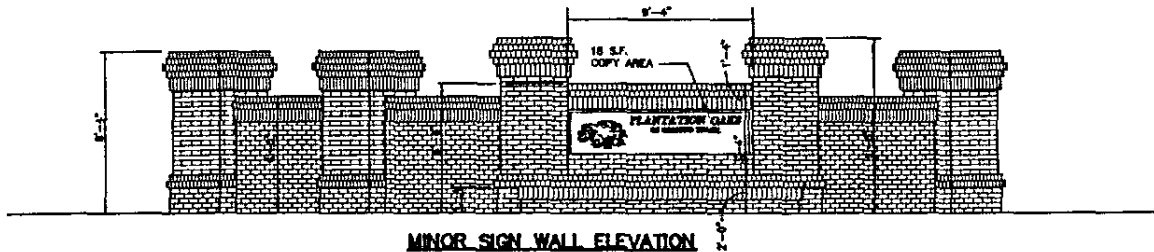


SCALE: 1" = 600'



GRAPHIC SCALE



**100 FT. R/W WITH MEDIAN ROADWAY SECTION****100 FT. R/W ROADWAY SECTION****MAJOR SIGN WALL ELEVATION****MINOR SIGN WALL ELEVATION**

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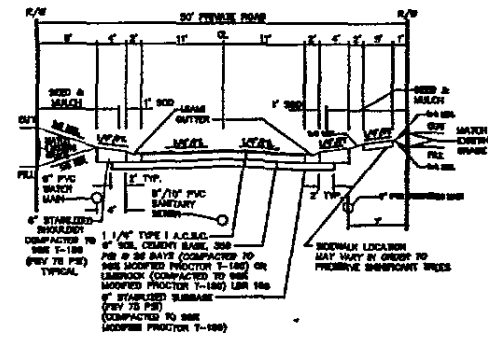
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**PLANTATION OAKS
OF ORMOND BEACH**
A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

PAGE 1 OF 4

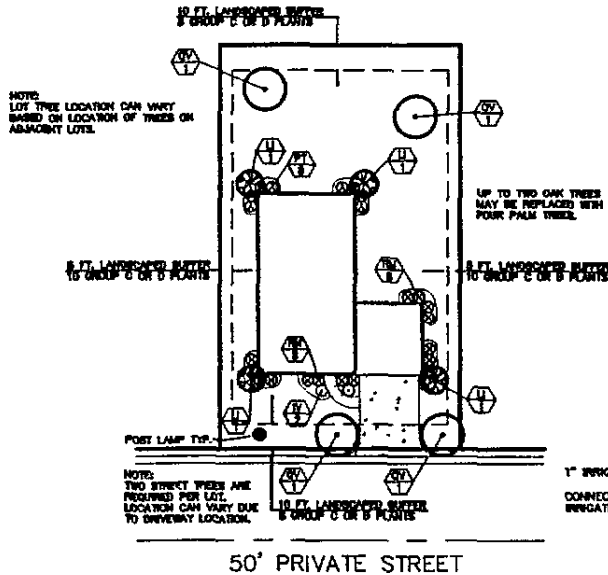
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SIGNAGE AND PAVING DETAILS

SHEET 24 OF 34

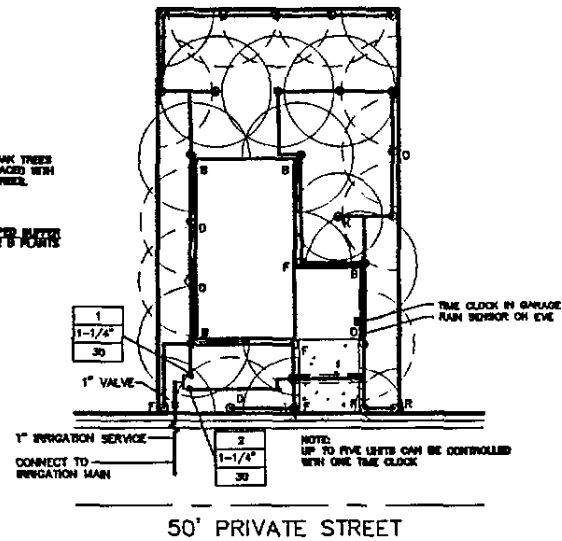


TYPICAL 50' PRIVATE ROAD SECTION

SCALE 1"=4'



50' PRIVATE STREET

TYPICAL 65' X 110' LOT
TYPICAL LANDSCAPE
1" = 20'

50' PRIVATE STREET

TYPICAL 65' X 110' LOT
TYPICAL IRRIGATION
1" = 20'

PLANT LIST					
SYMBOL	AMB.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
①	IV	2	HEX VOMITORIA "NANA"	YAUPOH	3 GAL: 18"-24" X 18"CH" 3" ON CENTER
②	RM	16	RAPIDOLEPS "MAJESTIC BEAUTY"	INDIAN HAWTHORN	3 GAL: 18"-24" X 18"CH" 3" ON CENTER
③	PT	8	PITISPORUM TORBIA	GREEN PITISPORUM	3 GAL: 18"-24" X 18"CH" 3" ON CENTER
④	U	4	LACONOSTOMA INDICA	ONCE MYRTLE	8"X14"6" MULTI-TRUNKED MIN. 8 BRANCHES 3" C.T.
⑤	QV	4	QUERCUS VIRGINIANA	LIVE OAK	2-1/2" MIN. CAL. 10' HT. 4-6' SPREAD
		34		GROUP C OR D PLANTS	
			SOD		
			ST. AUGUSTINE "FLORATAM" SOLID SOD (93. FT.)		

NOTE: UP TO 50% OF REQUIRED TREES CAN BE PALMS AT A RATIO OF 2 PALMS TO ONE LANDSCAPE.

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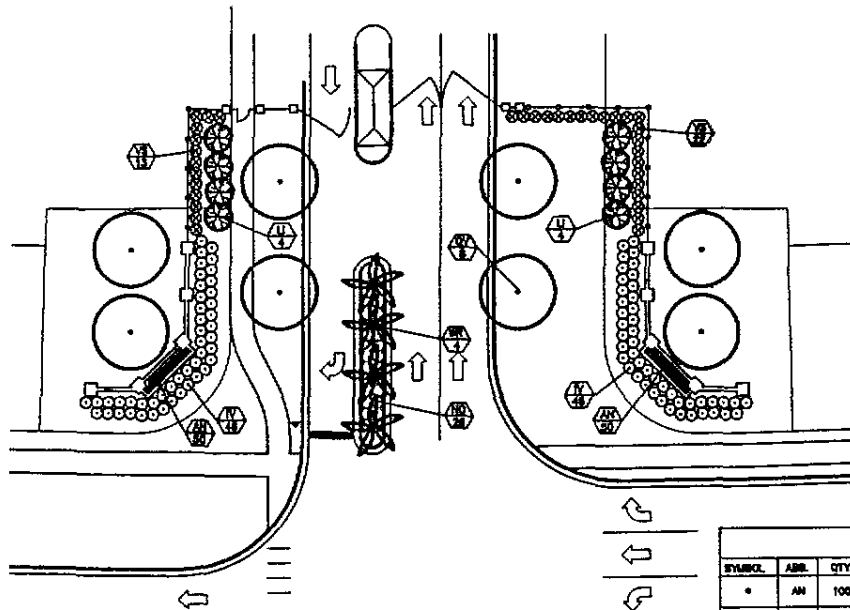
PAGE 2 OF 4

PLANTATION OAKS OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

DRAWING TITLE

SIGNAGE AND PAVING DETAILS



TYPICAL MAJOR ENTRANCE SIGN LANDSCAPE PLAN

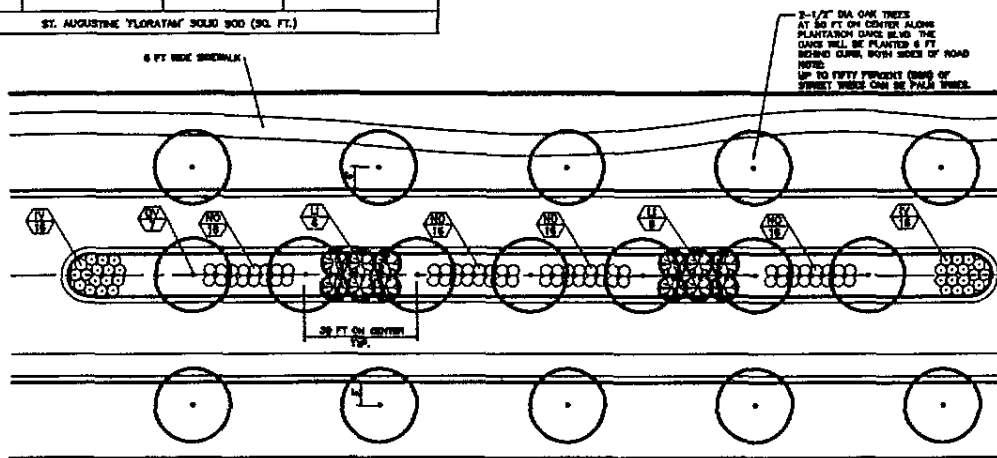
1" = 20'

PLANT LIST FOR ISLAND

SYMBOL	ABB.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
○	IV	38	HEX VOMITORIA "NANA"	YACON	3 GAL: 18"-24" X 18"x24" 3' ON CENTER
○	NO	64	HEX OLEANDER "PETITE SALMON"	DWARF OLEANDER	3 GAL: 18"-24" X 18"x24" 3' ON CENTER
⊗	LI	12	LAGERSTROMIA INDICA	CREPE MYRTLE	6" DIA. MULTI-TRUNKED MIN. 8 BRANCHES 3' C.T.
○	QV	7	QUERCUS VIRGINIANA	LIVE OAK	2.5" MIN. CAL. 10' HT., 4-6' SPREAD
SOD ST. AUGUSTINE FLORATAM SOD SOD (30. FT.)					

PLANT LIST FOR ISLAND

SYMBOL	ABB.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
*	AN	100	ANNUALS	ANNUALS	1 GALLON
○	IV	82	HEX VOMITORIA "NANA"	YACON	3 GAL: 18"-24" X 18"x24" 3' ON CENTER
○	NO	28	HEX OLEANDER "PETITE SALMON"	DWARF OLEANDER	3 GAL: 18"-24" X 18"x24" 3' ON CENTER
⊗	VS	38	HEX OLEANDER "PETITE SALMON"	DWARF OLEANDER	3 GAL: 18"-24" X 18"x24" 3' ON CENTER
⊗	LI	8	LAGERSTROMIA INDICA	CREPE MYRTLE	6" DIA. MULTI-TRUNKED MIN. 8 BRANCHES 3' C.T.
○	QV	8	QUERCUS VIRGINIANA	LIVE OAK	2.5" MIN. CAL. 10' HT., 4-6' SPREAD
⊗	WR	4	WASHINGTONIA ROBUSTA	WASHINGTON PALM	12-14' CLEAR TRUNK
SOD ST. AUGUSTINE FLORATAM SOD SOD (30. FT.)					



100 FT. R/W WITH MEDIAN ROADWAY SECTION

TYPICAL LANDSCAPE
1" = 20'PLANTATION OAKS
OF ORMOND BEACHA PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDAPARKER MYNCHENBERG
& ASSOCIATES, INC.

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SIGNAGE AND PAVING DETAILS

SHEET 26 OF 34



TYPICAL LANDSCAPE BUFFER
ADJACENT TO PINE RUN SUBDIVISION
SCALE: 1" = 30'

430'

142'±

20'

EXISTING CHIMNEY FEATURE

RIGHT-OF-WAY

ISLAND

PLANTATION OAKS BOULEVARD

100 FT. R/W WITH EXISTING CHIMNEY LOCATION
TYPICAL LANDSCAPE
1" = 30'

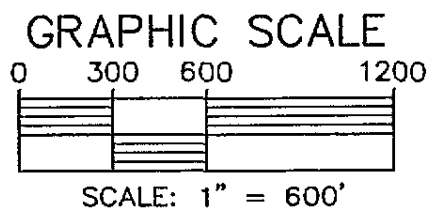
50'

240'

OLD DIXIE HIGHWAY

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**PLANTATION OAKS
OF ORMOND BEACH**
A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA
**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

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DRAWING TITLE
WETLAND IMPACT/MITIGATION PLAN

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PLANTATION OAKS OF ORMOND BEACH

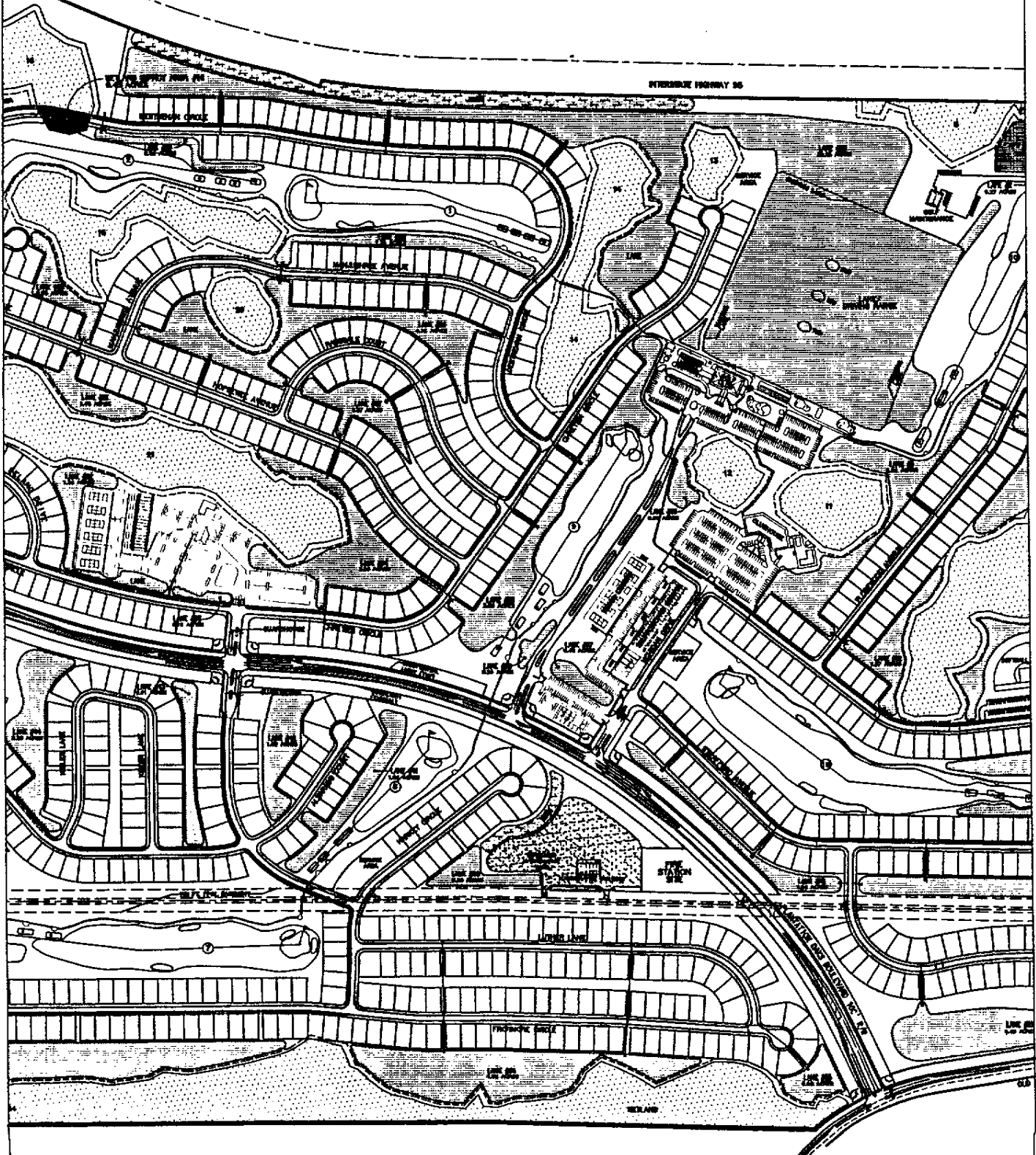
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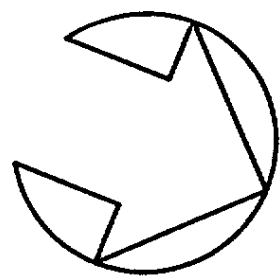
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VOLUSIA COUNTY, FLORIDA

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DRAWING TITLE WETLAND IMPACT/MITIGATION PLAN





GRAPHIC SCALE

0 300 600 1200

SCALE: 1" = 600'

PLANTATION OAKS OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
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PAGE 3 OF 4

WETLAND IMPACT/MITIGATION PLAN

SHEET 30 OF 34

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WETLAND CHART

WETLAND #	WETLAND AREA	UPLAND BUFFER AREA	CONSERVATION EASEMENT AREA	IMPACT AREA
1	0.84 ACRES	0.80 ACRES	1.90 ACRES	0.17 ACRES
2	0.42 ACRES	0.22 ACRES	0.84 ACRES	0.01 ACRES
3	1.69 ACRES	0.87 ACRES	2.36 ACRES	0.25 ACRES
4	2.59 ACRES	0.60 ACRES	3.18 ACRES	N/A
5	2.18 ACRES	0.71 ACRES	2.89 ACRES	N/A
6	0.90 ACRES	0.42 ACRES	1.32 ACRES	0.12 ACRES
7	0.34 ACRES	0.33 ACRES	0.87 ACRES	N/A
8	0.89 ACRES	0.45 ACRES	1.14 ACRES	0.14 ACRES
9	2.89 ACRES	1.21 ACRES	3.99 ACRES	N/A
10	14.73 ACRES	3.37 ACRES	18.10 ACRES	N/A
11	2.89 ACRES	0.79 ACRES	3.47 ACRES	N/A
12	1.40 ACRES	0.80 ACRES	2.00 ACRES	N/A
13	1.05 ACRES	0.54 ACRES	1.59 ACRES	N/A
14	6.74 ACRES	1.78 ACRES	6.52 ACRES	N/A
15	4.82 ACRES	2.05 ACRES	6.87 ACRES	N/A
16	4.47 ACRES	1.27 ACRES	5.74 ACRES	0.55 ACRES
17	1.72 ACRES	0.63 ACRES	2.35 ACRES	N/A
18	1.25 ACRES	0.84 ACRES	1.78 ACRES	N/A
19	6.28 ACRES	1.85 ACRES	7.93 ACRES	N/A
20	1.36 ACRES	0.57 ACRES	1.93 ACRES	N/A
21	9.42 ACRES	2.35 ACRES	11.77 ACRES	N/A
22	0.92 ACRES	0.49 ACRES	1.46 ACRES	N/A
23	4.93 ACRES	1.12 ACRES	3.79 ACRES	N/A
24	27.81 ACRES	3.79 ACRES	31.40 ACRES	N/A
25	0.25 ACRES	N/A	N/A	0.25 ACRES
TOTAL'S	99.81 ACRES = 9.66%	28.65 ACRES = 2.58%	126.24 ACRES = 12.22%	1.39 ACRES = .001%

OFF SITE WETLAND IMPACT AREA #1 = 0.55 ACRES
 OFF SITE WETLAND IMPACT AREA #2 = 0.57 ACRES
 TOTAL 1.22 ACRES

PLANTATION OAKS OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
 VOLUSIA COUNTY, FLORIDA

PARKER MYNCHENBERG & ASSOCIATES, INC.

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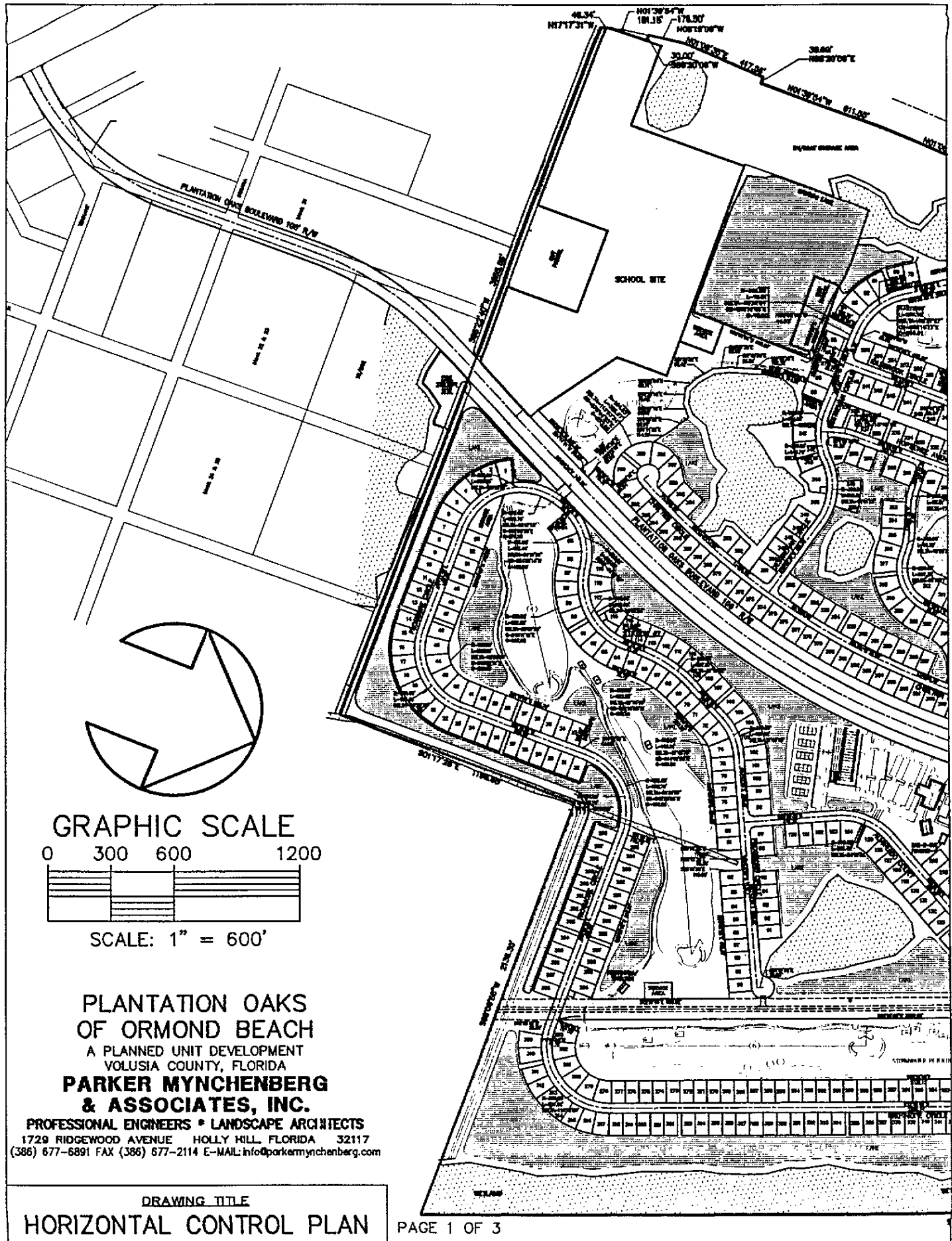
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WETLAND IMPACT/MITIGATION PLAN

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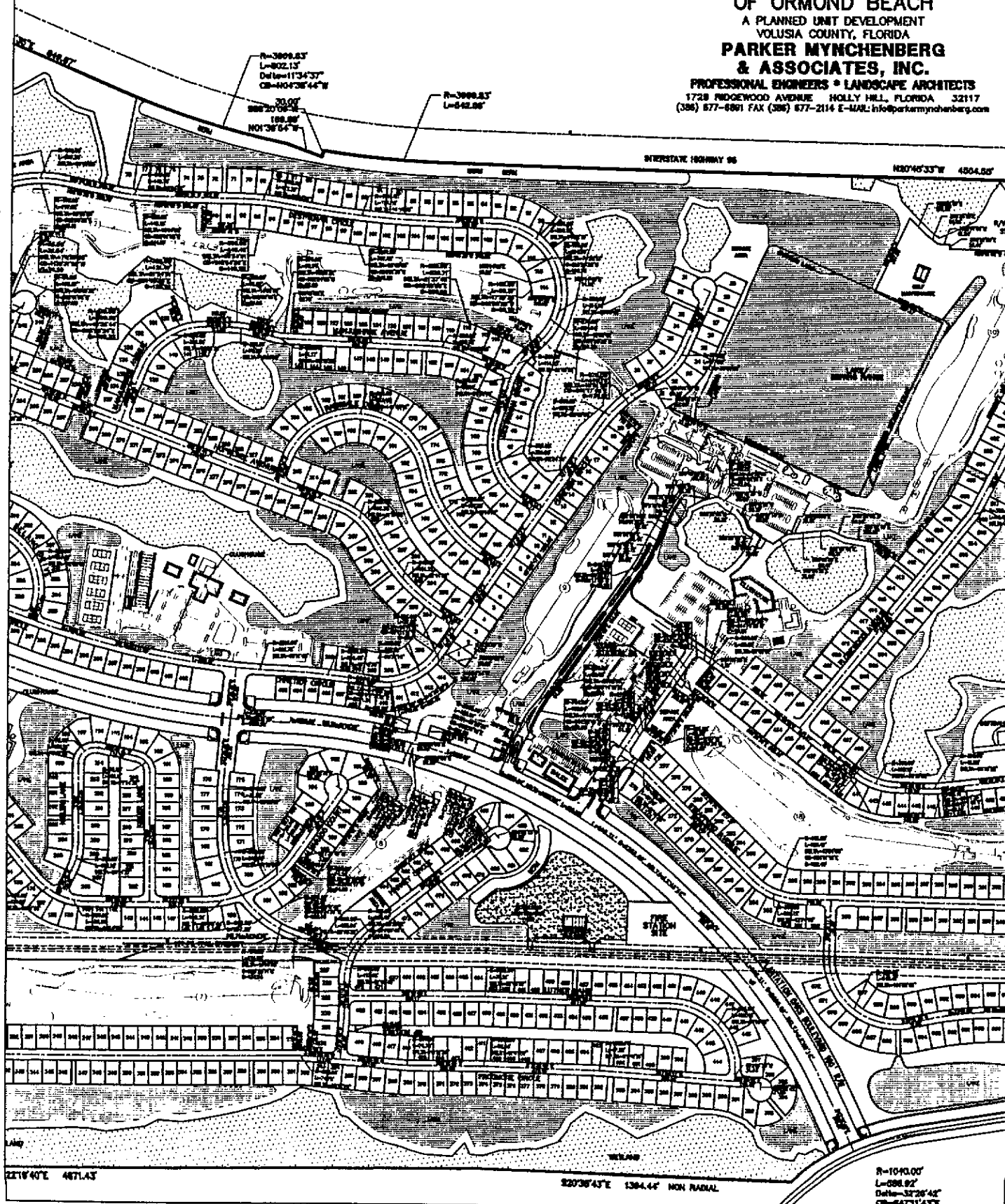
Packet Pg. 434

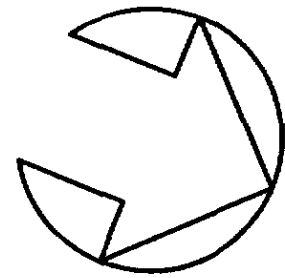


A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
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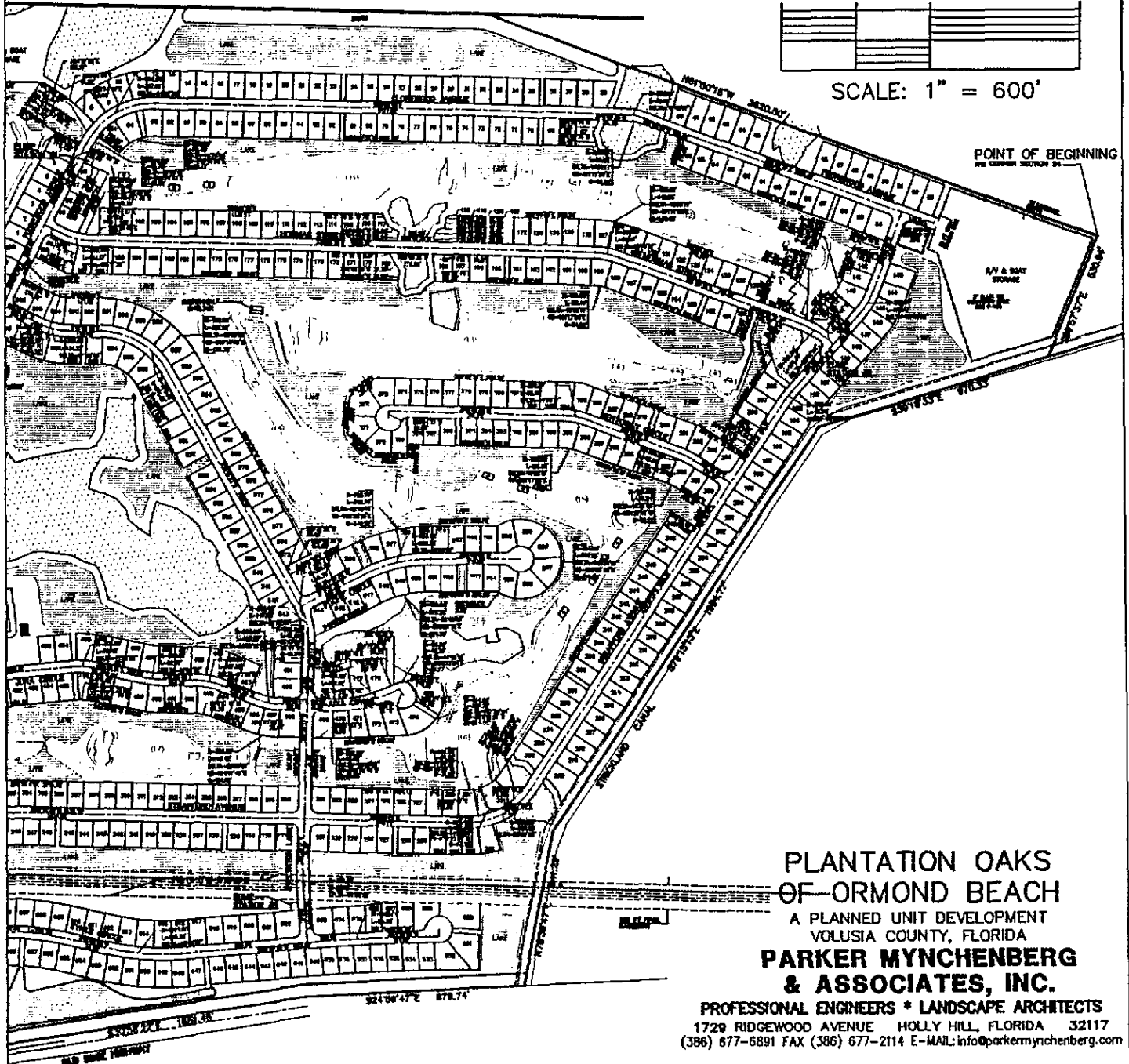




GRAPHIC SCALE



SCALE: 1" = 600'

PLANTATION OAKS
OF ORMOND BEACHA PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA**PARKER MYNCHENBERG
& ASSOCIATES, INC.**PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1728 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

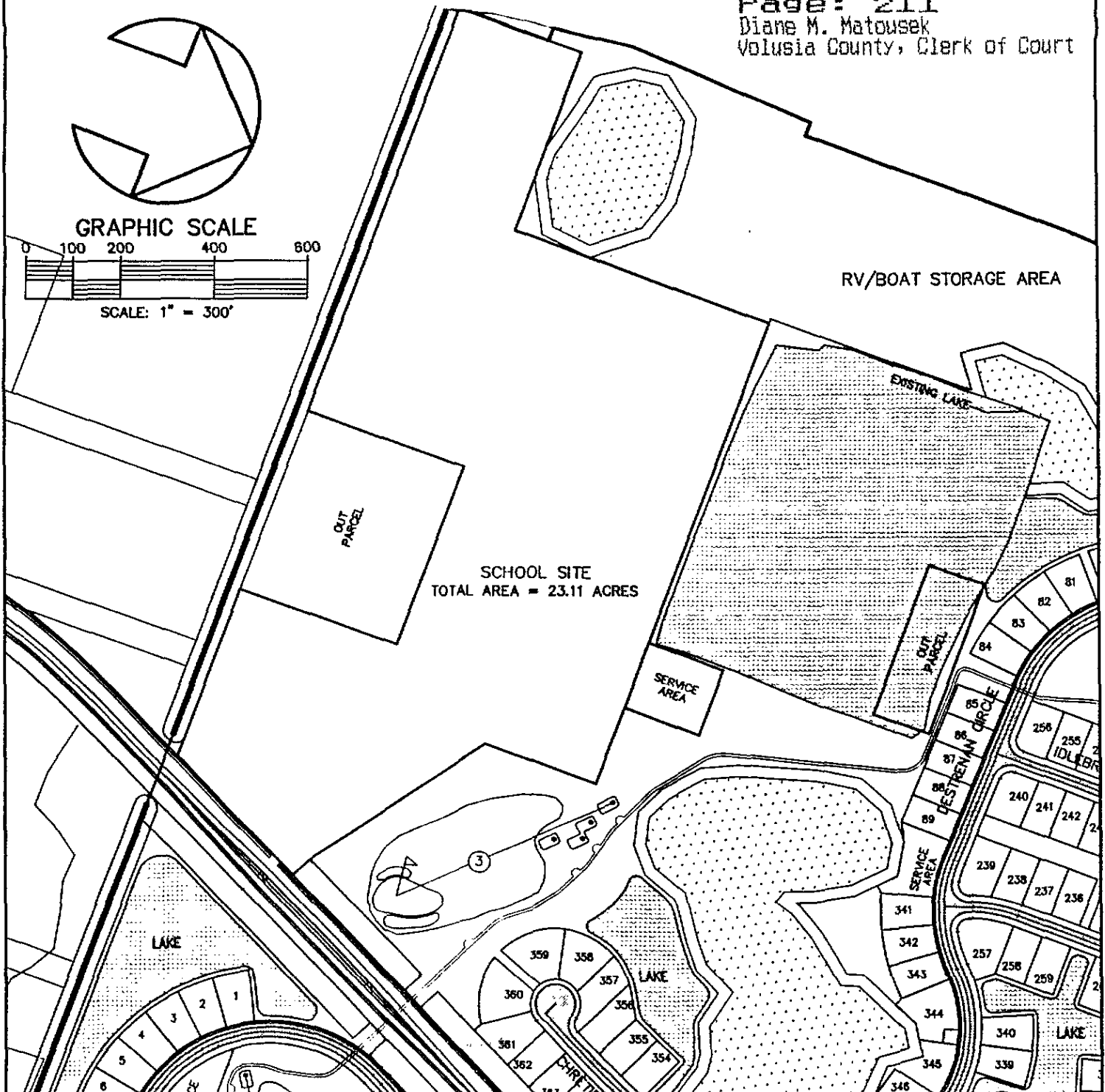
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HORIZONTAL CONTROL PLAN

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SHEET 34 OF 34

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PARKER MYNCHENBERG & ASSOCIATES, INC.

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SCHOOL SITE
PLANTATION OAKS OF ORMOND BEACH
VOLUSIA COUNTY * FLORIDA

August 9, 2006

**Volusia County
Staff (minor amendment)**

**Book 6281
Page 3136-3161**

10/01/2008 07:51 AM
Instrument# 2008-194645 # 1
Book: 6281
Page: 3136

COUNTY OF VOLUSIA/STATE OF FLORIDA

UTILITY SERVICE AGREEMENT FOR PLANTATION OAKS OF ORMOND BEACH

(Water, Reclaimed Water and Sewer)

THIS AGREEMENT entered into this 9th day of August, 2006, between the COUNTY OF VOLUSIA, Florida, a body corporate and politic, hereafter called "County," and Plantation Oaks of Ormond Beach, L.C., a Florida Limited Liability Corporation, its successor(s) and assign(s), hereafter called "Developer."

WITNESSETH;

WHEREAS, Developer owns land in Volusia County, Florida, more particularly described as Plantation Oaks of Ormond Beach, Unit 1A, 1B, and 1C, a parcel of land lying in that portion of Section 39, Township 13S, Range 31 E and 32E, in Volusia County, Florida, and more particularly described in Exhibit "A;" hereafter called "Developer's Property" and

WHEREAS, Developer plans to develop said land for construction of residences and/or other improvements thereon consisting of Five Hundred Ninety-three (593) single family residential lots; a Golf Clubhouse; Unit 1 Clubhouse, Golf Course Maintenance, and 10,941 S.F of Neighborhood Commercial.

WHEREAS, improvement of the "Developer's Property" will require Six Hundred Five (605) E.R.U.'s for water service and domestic sewer service. Hereafter, all references related to water services or sewer services shall mean potable water and wastewater; and

WHEREAS, County is the owner of water and sewage treatment plants and water distribution, reclaimed water treatment and sewage collection systems in the vicinity of the Developer's Property described above; and

WHEREAS, Developer desires that County provide potable water, reclaimed water and/or sanitary sewer service to said Developer's Property and County desires to furnish same if available; and

WHEREAS, County is willing to operate such potable water distribution system, reclaimed water treatment and sewage collection/treatment systems so that all buildings constructed on Developer's Property by Developer or by any person, firm, joint venture or corporation holding by, through or under Developer may have furnished to them and to their occupants water, reclaimed water and sewer service subject to all terms and conditions of this Agreement; and

WHEREAS, in order to provide potable water, reclaimed water and sanitary sewer services to Developer it has been or will be necessary for County to enlarge and expand its offsite water and sewer plants and facilities and it is the desire and intent of Developer to contribute financially to the costs of building such additional offsite water and sewer plants and facilities so that County can provide service to the Developer's Property without imposing a burden on its existing customers.

NOW, THEREFORE, in consideration of the premises and other valuable considerations and in consideration of the mutual covenants and conditions hereinafter contained, subject to any necessary approval by other governmental agencies having jurisdiction, it is agreed by the parties hereto as follows:

1. Upon the terms and conditions herein contained, the County agrees to provide potable water and domestic sewer services to the Developer's real property described in Exhibit "A" and the Developer hereby agrees that the County shall have the exclusive right to furnish potable water and domestic sewer services to the Developer's real property described above and all portions thereof and to all buildings constructed thereon and to all occupants thereof upon the terms and conditions herein contained.
2. Developer warrants that it is the owner of the fee simple title of the real estate described herein and further agrees to have all mortgages or other liens subordinated to the terms of the Agreement and easements required herein prior to any acceptance of the facilities by the County.
3. Prior to the Developer starting construction on all or any part of the Developer's Property, Developer will cause the following Covenants and Restrictions to be recorded in the Public Records of Volusia County, Florida, so that said Developer's Property shall be made subject to this Agreement.

The County of Volusia has the sole and exclusive right to provide all water and sewer facilities and service to all lots within Plantation Oaks of Ormond Beach, Unit 1A, 1B, and 1C, in Volusia County, Florida. No well of any kind shall be dug or drilled on any one of the lots or tracts to provide water for use within the structures to be built, and no potable water shall be used within said structures except potable water which is obtained from the County of Volusia. Nothing herein shall be construed as preventing the digging of a well to be used exclusively for use in the yard, garden, ornamental entryways, and other landscaped areas of any lot or tract or to be used exclusively for air conditioning. All sewage from any building must be disposed of through the sewage lines and disposal plant owned or controlled by the County of Volusia. No water from air conditioning systems, ice machines, swimming pools, or any other form of condensate water shall be disposed of through the lines of the sewer system. The County of Volusia has a nonexclusive perpetual and unobstructed easement and right in and to, over and under public rights-of-way and dedicated Utility Easements within Developer's Property as described in Exhibit "A" for the purpose of ingress, egress, installation and/or repair of water and sewage facilities.

The Developer shall deliver to the County one (1) copy of the recorded instrument of Covenants and Restrictions as soon as same is recorded and before Developer's Property is connected to the existing

potable water and sewer facilities of the County. The Developer agrees to assist the County in every reasonable manner in enforcing said Covenants and Restrictions.

4. Developer shall, at its costs and expense, install all of the potable water distribution and domestic sewage collection lines, pipes and manholes which may be required on Developer's Property, including engineering cost, to connect County's plant to the developed portions on the Developer's Property, and all other facilities necessary to make it possible for the County to provide adequate potable water and domestic sewage service.

5. County agrees that after Developer has connected to the system of County, and conveyance to the County and written acceptance by the County, County will provide water and sewer service to Developer's Property in a manner conforming to the reasonable requirements of public or governmental agencies having jurisdiction over County's water, reclaimed water and sewer operations; provided however, that such service shall be in accordance with all other provisions of this Agreement, including County's rules and regulations and rate schedules as amended from time to time.

6. In the event that Developer or assigns fails to complete construction of all improvements required to be built by Developer within thirty (30) months from date of execution of this Agreement, for any reason whatsoever, but through no act or fault of County, or fails to pay all plant and service availability and other fees listed in this Agreement, this Agreement shall terminate and County shall be relieved of its obligation to perform under this Agreement. Upon termination of this Agreement under this provision, County reserves the right to negotiate with Developer a new agreement for any additional sums to be paid by Developer to County as plant capacity and service availability charges, fees or other charges based upon increases in the cost of living and/or such other factors as relate to the cost of supplying water and sewer service.

7. All taxes or charges imposed upon the Developer's Property described above by any governmental entity or agency shall be paid by Developer except such part thereof that has been deeded to the County in accordance with the terms of this Agreement.

8. The rates charged by County for water and/or sewer service shall be in accordance with its rate schedule, which shall be subject to change from time to time. County shall have the right to determine reasonable meter size and location.

9. Developer will grant to the County, at Developer's expense, adequate easements for water and sewer lines, for access to lift stations, potable water supply wells and related appurtenances. Said easements shall be transferable. Developer will also furnish title evidence satisfactory to the County that said easements are superior to mortgages or other interest in the land, and Developer shall cause any such mortgages to be released or subordinated to said easements. Easements will also be furnished to provide for onsite water distribution lines, including meters, potable water supply wells, and sewage collection lines. Sites for lift stations and related appurtenances shall be conveyed by Warranty Deed in fee simple by Developer to County, unless otherwise requested by County. Developer will furnish County a Warranty Deed, title evidence satisfactory to County and any releases from lien holders for any sewage

pumping station and sites as required by County. Developer hereby grants to County the right to utilize any onsite water and sewage lines and systems to provide services to properties other than Developer's Property, provided this does not unreasonably interfere with service to Developer's project. Developer shall further grant to the County, its successors and assigns, the exclusive, perpetual right, privilege and easement to construct, reconstruct, operate, maintain, repair, replace, improve, alter, remove, relocate and inspect water transmission and distribution mains, reclaimed water distribution mains, sewer collection mains, sewer lift stations, pipe lines, lateral lines, valves, connections and appurtenant equipment over, across and under public rights-of-way and dedicated Utility Easements within the Developer's Property, including the right to ingress and egress to each of the building sites on Developer's Property which are served by County. All such easements shall have a width, which is acceptable to the County.

10. County does not guarantee an uninterrupted supply of water, or water at any particular pressure, nor does it assume any duty or obligation to furnish water for extinguishing fires. County reserves the right to shut off the water in its main at any time for the purpose of making repairs to or for extensions of or for providing temporary additional capacity to emergency water supply lines. County will not be responsible for any damage caused by low pressure or interruption of service. Neither Developer nor any of its successors or purchasers shall discharge into the sanitary sewer system water from "non-domestic" drains including without limitation swimming pools, air-conditioning condensation lines, cooling lines or other discharge from any type of equipment. County shall not be obligated to furnish any water or sewer service to any building which is built on Developer's Property to which the County does not have access. The Developer hereby agrees and warrants that the County will not be held responsible for flooding problems which may result from the failure of sewer line back flow preventer valves on Developer's property. The Developer hereby agrees to hold harmless and indemnify County for all costs and damages resulting from flooding due to back flow preventer valve failure.

11. The design and construction of all facilities to be transferred to and to be owned and operated by the County shall at all times be subject to prior approval by the County and its engineers. County will provide assistance to Developer's engineers as to design and construction requirements and must approve all construction plans and specifications in writing prior to any construction being commenced.

County shall have the right to review the systems design drawing and specifications to ensure that they meet the requirements of the County. The system design drawing and specifications shall be as specified by County or its engineer.

The County also reserves the right to approve the utility contractors to which construction bids are sent by the Developer as well as the contractor to which the award is made, and such approval shall not be unreasonably withheld.

Developer shall pay a planning and review fee in order to defray costs to County of preparing and executing this Agreement. These costs will include, but not be limited to: attorneys' fees, staff review

fees of the engineering plans and specifications, and all other administrative costs incident to accepting the Developer's improvements. Upon execution hereof, Developer shall pay a fee of \$750.00.

12. Construction of all onsite facilities will be performed by Developer or its contractor. Developer will pay the cost of all such construction. Developer's engineer shall incorporate into the Developer's engineering design, plans, and specifications the applicable standards and specifications of the County. Developer's Engineer shall be responsible for inspection, testing, and certification of construction.

If buildings more than two stories in height are constructed on the Developer's Property, the Customer, at its cost and expense, agrees to furnish to the County any equipment, which may be necessary for pumping potable water to the additional height.

Prior to recording in the Public Records of Volusia County, the Plantation Oaks of Ormond Beach, Units 1A, 1B, and 1C, plat of Developer's Property, Developer agrees to furnish to the County, a Performance and Payment Bond to warrant completion of all agreed to improvements. Said Bond will conform to the requirements of the County and will cover those subdivision development improvements, including potable water distribution, reclaimed water and domestic sewage collection lines, not yet constructed or installed on Developer's Property. A preconstruction conference shall be held at the Development Engineering Office of County with Developer and Developer's engineer and water and sewer contractor present to discuss approved plans, job scheduling, submittal of shop drawings, construction techniques and any other matter pertinent to the construction of Developer's project.

At all times during the construction of the potable water and domestic sewer lines and related equipment, the County shall have access to the construction and the right to inspect the construction to ensure that the lines and related equipment are being installed in accordance with the plans and specifications approved by the County.

County inspection will be for the purpose of reviewing the progress of work. Although the Developer's Engineer shall be responsible for the inspection, testing, and certification of construction, the County reserves the right to final acceptance of the work and materials.

If any damage is done by Developer, its agents or employees to the existing potable water lines or domestic sewer lines of County, or the potable water lines of domestic sewer lines installed pursuant to this Agreement, during or after the installation thereof and by reason of construction work, Developer shall at its expense, make such repairs as are required to restore said potable water, reclaimed water or domestic sewer lines to the condition which existed before such damage occurred, but in the event Developer does not restore said potable water or domestic sewer lines promptly, then the County shall have the right, at its option, to make any repairs as may be reasonably necessary in order to properly restore said potable water or domestic sewer lines (but this clause shall not be construed as to require the County to make such repairs or restoration). Developer shall provide the County and its agent's adequate access and facilities for the making of said repairs. All costs incurred by the County in making

such repairs shall become immediately due and payable and shall be considered in all respects the same as if said charge had arisen in connection with the rendition of the regular services of the County.

13. If the Developer modifies his development plans for Developer's Property which would require greater water usage, greater fire flows, additional water facilities than the water and sewer demands previously approved by the County, then the Developer must obtain approval by the County for the construction of such additional water and/or sewer facilities which shall meet all County and governmental design requirements. The Developer shall pay all additional contributions and fees as may be authorized by the County's service availability policy, which is in effect on the date said new agreement, is executed.

Any requested change order must be submitted in writing to the County from the engineer of record and include such additional drawings, etc., as necessary for County to make a decision. County shall have seven (7) working days to make a decision on any change order request.

In addition to the above paragraph, any other change order between Developer and its utility contractor issued after County approval of original plans must be approved by the County before the change order is put into effect.

14. After installation of the water distribution and/or sewage collection systems serving the Developer's Property described above and acceptance thereof by the County, the County or its assigns shall then be the sole, absolute and exclusive owner of the facilities of said water, and sewer systems whether located on, under, above, or outside of the property described and regardless of who may have installed or constructed same to the extent described below:

A. All water, pipes, valves and fittings and appurtenances up to and including all meters shall be dedicated to and will be owned, operated and maintained by the County. All water pipes on the customer's side of the meter shall be owned, operated, and maintained by the customer or its assigns.

B. All sewer mains, manholes, pumping stations, force mains and appurtenances, including service pipes in public rights of way and dedicated easements, shall be owned, operated and maintained by the County. Except as provided herein, all sewer lines on the customer's side of the property line shall be owned, operated and maintained by the customer or its assigns.

C. With reference to any blanket easements for multi-family projects such as apartments, mobile home developers, condominiums and P.U.D.'s or for commercial developments, all water mains to and including the water meter, all sewer mains, force mains and manholes in such blanket easements over private property allowing utility operations shall be dedicated to and shall be owned, operated and maintained by the County except that the full length of sewer services from the sewer main or manhole shall be owned and maintained by the customer.

D. By these presents, Developer hereby transfers to the County, the title to the water distribution, and sewer collection systems to be installed pursuant to this Agreement, such conveyance to take effect without further action upon the completion and acceptance by County of said

installation. As further evidence of said transfer of title, upon completion of the installation and acceptance by the County, Developer will provide County with

(1.) If the property is platted, one copy of the recorded plat shall be furnished to the County.

(2.) A Bill of Sale (Exhibit "C") for facilities from the Developer to County.

(3.) Conveyance of easements as required under this Agreement.

(4.) A deed for any and all land on which lift stations or water stations or other improvements are built if required by the County.

(5.) The title evidence, mortgage releases and mortgage subordinations as required in this Agreement.

(6.) "As Built" drawings of utility improvement shall be furnished one week prior to final inspection. "As Built" drawings shall be certified by a registered engineer or land surveyor with the cost being borne by the Developer. "As Built" drawings shall use the construction drawings as a base, and show revised locations and details of the utilities constructed as part of the project "As Built," shall be provided to the County, two sets of paper plans, one reproducible vellum or mylar and the electronic files in dwg format of the revised "As Builts."

(7.) All lot corners shall be properly marked so that the County or its engineer can, upon receipt of "As Built" drawings, verify the marked water and/or sewer services as to location and depth. In addition, for purposes of locating and protecting installed service lines and valves, Developer or his contractor shall mark each service line and all valves with pressure treated wooden post in the manner as shown on the design drawings and specifications. Developer's contractor is required to install a curb stop on each water service as shown on design drawings.

(8.) All water and sewer services and valves shall be marked on the street curb by etching into the concrete or if no curbing is available, a two (2) inch square metal tag is to be nailed to the street's pavement and painted as specified on design drawings.

(9.) The Developer shall provide County cash or an irrevocable letter of credit to guarantee the maintenance of all potable water and domestic sewer lines, pipes, manholes, force main and lift station, against defects in workmanship, materials and design for a period of one (1) year from the date of completion thereof, conveyance to the County, and written acceptance by the County. The guarantee shall be in the amount of fifteen percent (15%) of the cost of improvements installed by the Developer. The guarantee may be in the form of cash or irrevocable letter of credit, the terms of which will indemnify and save harmless the County from any loss, damages, costs, claims, suits, debts or demands by reason of defects in the workmanship, materials or design used in the facilities which are discovered within a period of one (1) year from and after the date of acceptance by the County of the Facilities.

(10.) For onsite and offsite construction, provide County an accounting of the actual costs (schedule of values) and releases of liens from utility contractors in such detail, as the County requires.

(11.) County shall have the right to refuse to accept title to Developer's construction until Developer's construction has passed certain tests, including, without limitation, closed circuit television inspection of the gravity sewer lines, witnessed by a County representative, to determine whether the Developer's construction is constructed in accordance with the approved engineering plans and specifications. Said tests may be performed at least three (3) times: the first test upon completion of the system; the second test upon completion of all building, roads, paving, drainage, and all construction within the rights of way easement area or adjacent areas. A third test shall be required if the County deems it necessary within a one (1) year period after acceptance.

(12.) Letters of acceptance from the appropriate regulatory agency for the water and/or sewer system are required prior to final inspection.

(13.) A copy of the certified water pressure test and force main pressure test as applicable.

(14.) The certification by the design engineer that the systems were constructed as designed is required prior to final acceptance.

(15.) Pump performance test on pumping stations if applicable.

15. Upon application by owners, builders or their authorized representatives, the County agrees to connect the requested dwellings or structures on the said property at no additional connection fee (i.e., in addition to those provided for in this Agreement), but subject to the continuing operating rules and regulations of the County including, without limitation, the periodic payment of the water usage, usage and sewer usage charges in effect on the date of such application or thereafter reflected in the County's rate schedule.

16. It shall be the responsibility of Developer to locate for builders any water and sewer taps or lines necessary in conjunction with residential or commercial construction.

17. Payment of all charges in accordance with applicable County rules and regulations shall constitute a condition precedent to a duty of performance by the County under this agreement. Such charges shall be subject to revision from time to time by the County so long as any change shall be of general application. Those charges now in effect are as follows:

A. The advance deposit for engineering, administration, legal, and plan review fees upon execution of this Agreement, a total of \$750.00.

B. Water and Sewer inspection fees upon execution of this Agreement, \$75.00 per lot x 605 lots, a total of \$45,375.00.

C. Water plant: C.I.A.C. and Connection Fees shall be paid by the Developer upon receipt of clearance from the Volusia County Health Department for the potable mains. These fees shall be calculated based on the county's fees in effect at the time the fees are paid. The County shall in no

way be obligated to provide water service to the Developer until the water C.I.A.C. and Connection Fees have been paid in full.

D. Sewer plant: C.I.A.C. and Connection Fees shall be paid by the Developer upon receipt of clearance from the Florida Department of Environmental Protection for the sanitary sewer collection system. These fees shall be calculated based on the County's fees in effect at the time the fees are paid. The County shall in no way be obligated to provide sewer service to the Developer until the sewer C.I.A.C. and Connection Fees have been paid in full.

E. Capacity Reservation fees on reserved utility capacities are to be paid by Developer per Volusia County Code of Ordinances, Chapter 122, and will commence upon payment of the water and sewer C.I.A.C. and Connection Fees.

F. Meter installation fee according to the County service availability policy at time of installation and sewer tap-in charge and related water and sewer deposits per Resolution No. 86-116, as amended, also known as Volusia County Code of Ordinances, Chapter 122, and attached herein as Exhibit "E," upon application for hook up of individual lots, apartments, multi-family lots or units; and

G. Construction water based on meter readings in accordance with County's rate schedule; and

H. Hydraulic share of main extensions – payment or refund, where applicable:

(1.) Developer recognizes that water or sewer utility service to the Developer's property is provided by the use of a main extension and other improvements constructed by a prior developer's share of the cost of said main extension or other improvements. Accordingly, Developer shall pay its pro rata share of the cost of said main extension or other improvements to the County. A said pro rata share shall be based on Developer's percentage of the hydraulic capacity of said extension or other improvements. For the purpose of this Agreement, the Developer has been credited with the value of water, reclaimed water, and/or sanitary sewer line extension(s), which are a direct benefit to the County. This credit is in the amount of \$0.00 (zero).

18. The term "domestic sewage" used in this paragraph and referred to throughout this Agreement is defined as follows: Human waste including liquids and solid matter carried from plumbing fixtures normally carried off by drains and sewers, and except where specifically excluded bath and toilet wastes, laundry wastes, kitchen wastes and other similar wastes. All C.I.A.C., tap-in, and connection fees and other charges as outlined above are based on normal domestic sewage defined herein as containing not more than two hundred (200) parts per million biochemical oxygen demand or two hundred (200) parts per million suspended solids. Whenever water, which contains more than these amounts, is to be admitted to the sewers, both the County and the pollution control agencies must specifically agree to the connection. An additional charge will be calculated in direct proportion to strength at seventy-five (\$.75) for each part per million of either biochemical oxygen demand or suspended solids over two hundred (200) parts per million. All such connections shall provide for a suitable point for the waste to be sampled by the County or the regulatory agencies. An additional charge equal to the pro rata share of any

additional sewage treatment plant costs above ninety-five percent (95%) treatment, and of the cost of any additional required outfall pipes to the wastewater plant at Halifax Plantation may be required by County. Developer shall have the right at all reasonable times to inspect the invoices of the County in order to determine that said funds have been properly expended by County pursuant to this paragraph. Unless there shall have been an agreement as provided herein, County shall have no duty to provide service to any facility exceeding the limits specified herein and may terminate both water and sewer service without notice.

19. Unless the damage to any onsite improvements is the result of the negligence or willful act of the County, its officers, or employees or authorized agents, the owner of such property upon which the damage occurs shall be responsible for the payment to the County for the cost to repair such damage to County's property including all necessary and reasonable repairs which must be made by the County or independent contractors engaged by the County to affect such repairs. If the owner of the real property shall fail or refuse to pay costs of such necessary and reasonable repairs to cure said damage within thirty (30) days from the submission to the owner of a statement for such charges, the County shall have a lien against such owner's property subordinate to those liens created by or under agreements of record prior hereto, for the payment of such necessary and reasonable costs and expenses for affecting such repairs and restoration to such onsite facilities located upon the owner's property. Notice of such lien or claim of lien describing the real property and the amount owed may be filed within ninety (90) days of the date from the last date upon which any such repairs or restorations were made by the County or its authorized representatives. Thereafter, the County shall be entitled to bring an action under the laws of Florida, including by foreclosure, to recover the value of its lien.

20. In the event, at a future date, the County is required to incur costs in order to satisfy a Federal, State, County or City environmental, or any other regulatory authority having jurisdiction, pollution standard or standards, then in such event, County shall recover such costs from its existing customers and future customers by a charge based upon a pro rata share of the estimated gallonage to be used by future customers, said Charge to be paid by the customer within three (3) years from the date of billing.

21. The parties hereto agree to use their best efforts to obtain all requisite governmental approvals, license, and permits that may be necessary or desirable for the construction and operation of the sewer and water systems herein contemplated, including franchises and water well permits. In the event that any requisite governmental agency approval cannot be obtained and prevents the County from providing the water, reclaimed water and/or sewer service contemplated to be provided by the County to the Developer pursuant to this Agreement, then in that event, the County will, within sixty (60) days after notification by the governmental agency that the said service cannot be provided, and upon written demand of the Developer, refund any money to the Developer paid by Developer to County for the service which is not permitted by the governmental agency to be provided by the County to the Developer, after the County shall have deducted from such money the cost which the County has

incurred on the behalf of the Developer for the provision of the service which is prohibited by the regulatory agency.

22. This Agreement shall not in any manner whatsoever prohibit or prevent County from extending its domestic sewer or potable water facilities in, or to an area not referred to herein to service other developers or customers, so long as said extensions and furnishings of said services do not interfere with the furnishing of the services provided for by this Agreement.

23. The provisions of this Agreement shall not be construed as establishing a binding precedent as to any of the terms of this Agreement with respect to any other lands that may be acquired hereafter by Developer and which are not presently covered by this Agreement or as to any other customers of County. In the event Developer acquires additional land adjacent to or in the vicinity of the Developer's Property covered by this Agreement, then Developer agrees to give County the right of first refusal to serve the additional lands so acquired.

24. In the event any physical facilities laid or installed pursuant to this Agreement are required to be moved, re-laid, altered, or replaced by any governmental power, including power of an eminent domain, the expense thereof shall (as between these parties) be borne by the owner of the facilities affected.

25. This Agreement shall be binding upon the parties hereto, their successors in interest, grantees, transferees, and assigns. In the event Developer transfers any part of the Developer's Property, it will cause its transferee to comply in all respects with the provisions of the Agreement. The provisions hereof, for the exclusive right to supply potable water and domestic sewerage service, shall be a reservation and condition running with the land and shall be binding upon the successors, transferees and assigns of Developer, shall be binding upon any builder building on said Developer's Property and shall be binding upon all purchasers of Developer's Property from Developer, its successors, transferees or assigns. Developer covenants that all instruments of conveyance executed by it, its successors, transferees or assigns, shall contain a legend that such conveyance is subject to the rights and privileges granted by this Agreement to the County, its successors or assigns. In the event the County sells either its sewer treatment plant or collection system or its water treatment plant or water distribution system to any governmental body or any other purchaser, then, in such event, this Agreement shall terminate as to the County on any portion sold and the County shall have no further obligation or liability for provision of such utility service for that portion sold.

26. The County may shut off the supply of water and reclaimed water to the Developer or any other person and refuse to accept sewage from the Developer or any other person if the Developer or any other persons fails to pay any sums due hereunder when the same become due and payable, or shall fail to perform, abide by or comply with any of the other covenants, terms, or conditions of this Agreement to be performed, abided by or complied with by Developer or any other person, and if said defaults shall not have been cured within five (5) days after the giving to the Developer or any other person of written notice of such default. Nothing herein contained, however, nor any action taken by the County in the pursuance

hereof shall impair any other remedy, which the County might have, at law or equity, for breach of this Agreement by Owner or any other person. In the event the Developer becomes insolvent or bankrupt or makes an assignment for the benefit of creditors or a trustee or a receiver is appointed for the Developer, or if bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings are instituted by or against the Developer or should Developer not submit and have approved by County, engineering plans within twelve (12) months from Agreement date, or fail to complete construction within (30) months from Agreement date, then and in any such events, the County shall have the option to terminate or renegotiate this Agreement.

27. Developer agrees to accept treated effluent reuse water from the County wastewater treatment plant in a quantity equal to Developer's wastewater flow.

28. Developer agrees to accept water treatment plant reject water from the County water treatment plant in a quantity based on the volume of reject water produced to meet the potable water demand.

29. All notices required or desired to be given hereunder shall be in writing and shall be valid if mailed by United States Registered or Certified Mail, postage and charges prepaid thereon to carry it to its addressed designation, said notices to be addressed as follows:

TO DEVELOPER: Plantation Oaks of Ormond Beach L.C.
Parker Mynchenberg, Managing Member
1729 Ridgewood Avenue
Holly Hill, Florida 32117

TO COUNTY: County of Volusia
County Manager
123 W. Indiana Avenue, 3rd Floor
DeLand, Florida 32720

30. It is expressly agreed and understood between Developer and County that there are no other written or verbal agreements applicable herein between Developer and County.

31. This Agreement may be amended and modified from time to time as necessary by mutual written agreement of the parties hereto.

IN WITNESS WHEREOF, the Developer and the County have caused these presents to be executed and their respective corporate seals to be hereunto affixed, by their duly authorized officers, the day and year first above written.

COUNTY

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

Matthew H. Gresson
Print Name: Matthew H. Gresson
Diana M. Pettit
Print Name: DIANA M. PETTIT

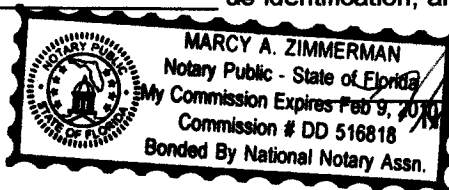
COUNTY OF VOLUSIA

By: Frank T. Boyd Jr.
Print Name: FRANK T. BOYD JR.
Title: COUNTY CHAIR
(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 9 day of August, 2006, by Frank T. Boyd Jr. as County Chair of the County of Volusia, who is (x) personally known to me, or () has produced as identification, and who (→ did) did not take an oath.

My Commission Expires:



DEVELOPER

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Connie Gardner
Print Name: Connie Gardner
Odette Pomerleau
Print Name: Odette Pomerleau

PLANTATION OAKS OF ORMOND BEACH, LC

By: Parker Mynchenberg
Print Name: Parker Mynchenberg
Title: Managing Member
(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 21st day of July, 2006, by Parker Mynchenberg as Managing Member of Plantation Oaks of Ormond Beach, LC. who is (x) personally known to me, or () has produced as identification, and who () did () did not take an oath.

My Commission Expires:



Sherri Bogatzki
Notary Public, State of Florida
Sherri Bogatzki

Utilities
R/h

PLANTATION OAKS
OF ORMOND BEACH, L.C.

P.O. BOX 1626
ORMOND BEACH, FLORIDA 32175

COQUINA BANK

63-1438/631

1979

7/20/2006

PAY
TO THE
ORDER OF

County of Volusia

\$ **46,375.00

Forty-Six Thousand Three Hundred Seventy-Five and 00/100***** DOLLARS

County of Volusia

Units 1A, 1B and 1C

MEMO

Utility Service-Plan Review/Recording/Inspection



AUTHORIZED SIGNATURE

PLANTATION OAKS
OF ORMOND BEACH, L.C.

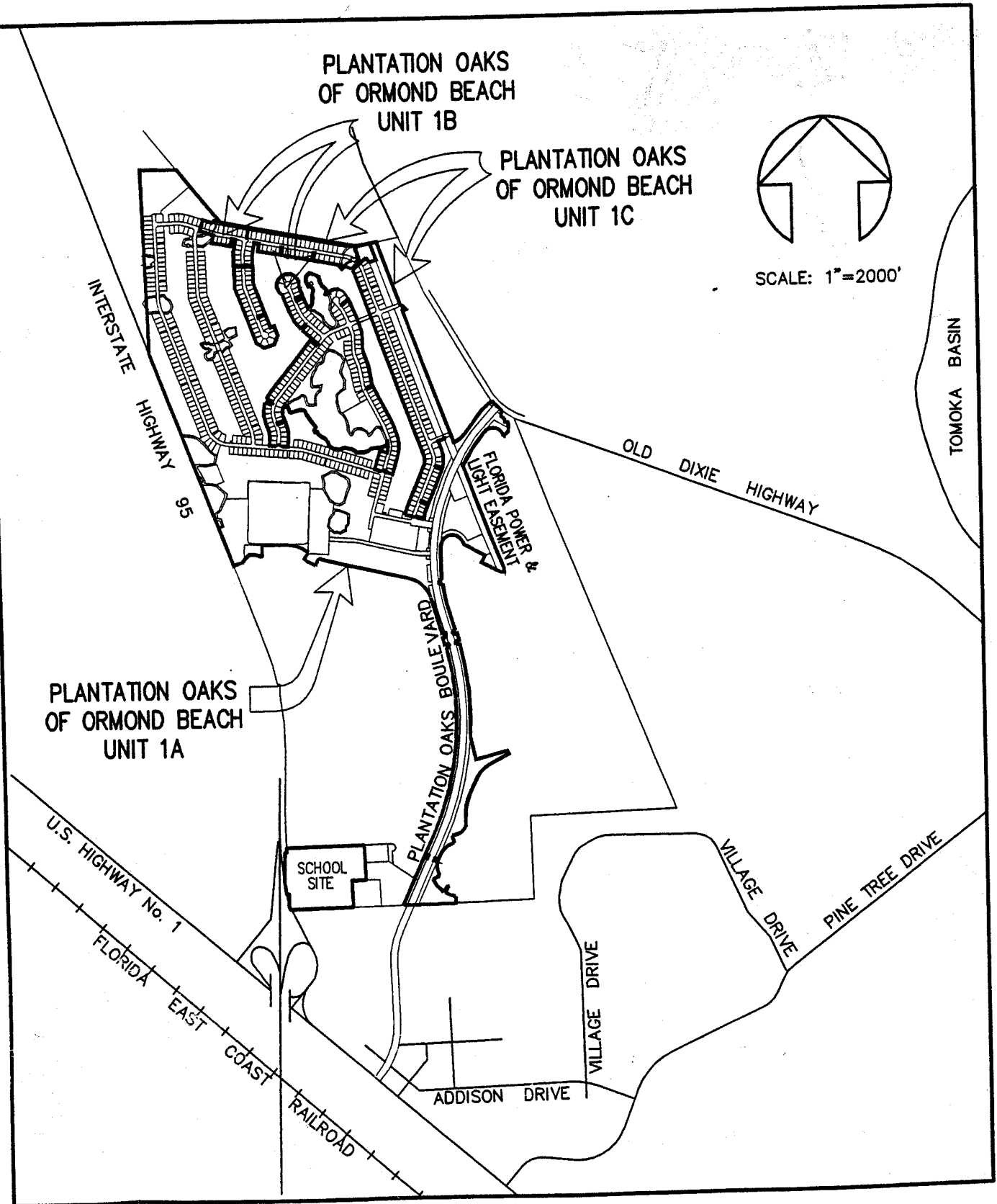
County of Volusia

1979

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
7/20/2006	Bill		46,375.00	46,375.00		46,375.00
				Check Amount		46,375.00

Cypress Coquina Ban Utility Service-Plan Review/Recording/Inspection

46,375.00



LOCATION MAP

EXHIBIT "A"
LEGAL DESCRIPTIONS - UNIT 1A, 1B, 1C

PLANTATION OAKS SECTION 1-A

A REPLAT OF A PORTION OF BLOCKS 3, 4, 5, 6, 7, 21, 22, AND 34, REVISED PLAT OF NATIONAL GARDENS, MAP BOOK 10, PAGES 250 THROUGH 253, AND A PORTION OF SECTIONS 24, 25, AND 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND SECTION 39, TOWNSHIP 13 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, RUN THENCE S 89°57'37" E A DISTANCE OF 530.94 FEET; THENCE S 39°18'33" E A DISTANCE OF 891.88 FEET; THENCE S 50°41'28" W A DISTANCE OF 98.39 FEET; THENCE N 71°07'19" W A DISTANCE OF 130.00 FEET; THENCE S 18°52'41" W A DISTANCE OF 160.00 FEET; THENCE S 71°07'19" E A DISTANCE OF 204.60 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE NORTH HAVING A RADIUS OF 325.00 FEET, A DELTA ANGLE OF 5°48'18", A CHORD BEARING OF S 74°01'28" E, FOR AN ARC LENGTH OF 32.93 FEET; THENCE S 12°59'45" W A DISTANCE OF 110.29 FEET; THENCE S 79°15'13" E A DISTANCE OF 266.56 FEET; THENCE N 10°44'47" E A DISTANCE OF 110.00 FEET; THENCE S 79°15'13" E A DISTANCE OF 26.80 FEET; THENCE S 10°44'47" W A DISTANCE OF 200.34 FEET; THENCE S 01°50'16" E A DISTANCE OF 178.86 FEET; THENCE N 88°09'44" E A DISTANCE OF 110.00 FEET; THENCE S 01°50'16" E A DISTANCE OF 20.00 FEET; THENCE S 88°09'44" W A DISTANCE OF 110.00 FEET; THENCE S 01°50'16" E A DISTANCE OF 314.61 FEET; THENCE S 20°45'33" E A DISTANCE OF 826.36 FEET; THENCE S 56°18'53" E A DISTANCE OF 130.40 FEET; THENCE N 72°55'01" E A DISTANCE OF 155.64 FEET; THENCE N 22°08'55" E A DISTANCE OF 142.25 FEET; THENCE N 20°45'33" W A DISTANCE OF 140.61 FEET; THENCE S 89°14'27" W A DISTANCE OF 57.99 FEET; THENCE N 20°45'33" W A DISTANCE OF 195.00 FEET; THENCE S 69°14'27" W A DISTANCE OF 110.00 FEET; THENCE N 20°45'33" W A DISTANCE OF 20.00 FEET; THENCE N 69°14'27" E A DISTANCE OF 110.00 FEET; THENCE N 20°45'33" W A DISTANCE OF 410.13 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE EAST HAVING A RADIUS OF 165.00 FEET, A DELTA ANGLE OF 18°55'17", A CHORD BEARING OF N 11°17'55" W, FOR AN ARC LENGTH OF 54.49 FEET; THENCE N 01°50'16" W A DISTANCE OF 393.02 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE EAST HAVING A RADIUS OF 165.00 FEET, A DELTA ANGLE OF 12°35'03", A CHORD BEARING OF N 04°27'15" E, FOR AN ARC LENGTH OF 36.24 FEET; THENCE N 10°44'47" E A DISTANCE OF 152.37 FEET; THENCE S 79°15'13" E A DISTANCE OF 75.00 FEET; THENCE S 10°44'47" W A DISTANCE OF 110.00 FEET; THENCE S 79°15'13" E A DISTANCE OF 325.00 FEET; THENCE N 10°44'47" E A DISTANCE OF 110.00 FEET; THENCE S 79°15'13" E A DISTANCE OF 20.00 FEET; THENCE S 10°44'47" W A DISTANCE OF 110.00 FEET; THENCE S 79°15'13" E A DISTANCE OF 455.00 FEET; THENCE N 10°44'47" E A DISTANCE OF 110.00 FEET; THENCE S 79°15'13" E A DISTANCE OF 20.00 FEET; THENCE S 10°44'47" W A DISTANCE OF 110.00 FEET; THENCE S 79°15'13" E A DISTANCE OF 383.10 FEET; THENCE S 42°18'41" W A DISTANCE OF 15.12 FEET; THENCE S 45°20'35" E A DISTANCE OF 60.55 FEET; THENCE N 50°01'19" E A DISTANCE OF 60.28 FEET; THENCE S 79°15'13" E A DISTANCE OF 9.43 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 165.00 FEET, A DELTA ANGLE OF 35°22'48", A CHORD BEARING OF S 61°33'49" E, FOR AN ARC LENGTH OF 101.89 FEET; THENCE N 46°07'35" E A DISTANCE OF 160.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 325.00 FEET, A DELTA ANGLE OF 5°45'01", A CHORD BEARING OF N 46°44'55" W, FOR AN ARC LENGTH OF 32.62 FEET; THENCE N 40°22'34" E A DISTANCE OF 20.00 FEET; THENCE N 15°47'14" W A DISTANCE OF 81.12 FEET; THENCE N 20°58'52" W A DISTANCE OF 61.95 FEET; THENCE N 19°13'23" E A DISTANCE OF 53.89 FEET; THENCE N 78°39'47" E A DISTANCE OF 194.99 FEET; THENCE S 20°35'43" E A DISTANCE OF 251.13 FEET; THENCE S 69°24'17" W A DISTANCE OF 105.52 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 435.00 FEET, A DELTA ANGLE OF 10°38'26", A CHORD BEARING OF N 35°03'18" W, FOR AN ARC LENGTH OF 80.79 FEET; THENCE S 49°37'29" W A DISTANCE OF 110.00 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 325.00 FEET, A DELTA ANGLE OF 2°44'59", A CHORD BEARING OF S 39°00'01" E, FOR AN ARC LENGTH OF 15.60 FEET; THENCE S 55°12'13" W A DISTANCE OF 160.39 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 165.00 FEET, A DELTA ANGLE OF 19°46'48", A CHORD BEARING OF S 30°29'07" E, FOR AN ARC LENGTH OF 56.96 FEET; THENCE S 20°35'43" E A DISTANCE OF 2783.95 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE WEST HAVING A RADIUS OF 165.00 FEET, A DELTA ANGLE OF 43°33'58", A CHORD BEARING OF S 01°11'16" W, FOR AN ARC LENGTH OF 125.46 FEET; THENCE S 22°58'15" W A DISTANCE OF 687.28 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE EAST HAVING A RADIUS OF 435.00 FEET, A DELTA ANGLE OF 11°57'47", A CHORD BEARING OF S 16°59'22" W, FOR AN ARC LENGTH OF 90.82 FEET; THENCE S 78°59'31" E A DISTANCE OF 110.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE EAST HAVING A RADIUS OF 325.00 FEET, A DELTA ANGLE OF 0°51'01", A CHORD BEARING OF S 10°34'58" W, FOR AN ARC LENGTH OF 4.82 FEET; THENCE S 79°50'33" E A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE EAST HAVING A RADIUS OF 275.00 FEET, A DELTA ANGLE OF 2°11'40", A CHORD BEARING OF N 11°15'17" E, FOR AN ARC LENGTH OF 10.53 FEET; THENCE S 79°50'33" E A DISTANCE OF 123.14 FEET; THENCE N 10°09'27" E A DISTANCE OF 66.66 FEET; THENCE N 22°58'20" E A DISTANCE OF 130.00 FEET; THENCE N 67°01'40" W A DISTANCE OF 110.00 FEET; THENCE N 22°58'20" E A DISTANCE OF 20.00 FEET; THENCE S 67°01'40" E A DISTANCE OF

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110.00 FEET; THENCE N 22°58'20" E A DISTANCE OF 525.98 FEET; THENCE N 71°01'07" W A DISTANCE OF 111.06 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE WEST HAVING A RADIUS OF 325.00 FEET, A DELTA ANGLE OF 3°31'35", A CHORD BEARING OF N 17°13'05" E, FOR AN ARC LENGTH OF 20.00 FEET; THENCE S 74°32'43" E A DISTANCE OF 110.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE WEST HAVING A RADIUS OF 435.00 FEET, A DELTA ANGLE OF 36°03'00", A CHORD BEARING OF N 02°34'13" W, FOR AN ARC LENGTH OF 273.70 FEET; THENCE N 20°35'43" W A DISTANCE OF 124.78 FEET; THENCE N 68°27'52" E A DISTANCE OF 155.16 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE NORTH HAVING A RADIUS OF 375.00 FEET, A DELTA ANGLE OF 6°52'04", A CHORD BEARING OF N 65°58'15" E, FOR AN ARC LENGTH OF 44.95 FEET; THENCE S 20°35'43" E A DISTANCE OF 110.99 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE NORTH HAVING A RADIUS OF 485.37 FEET, A DELTA ANGLE OF 28°23'44", A CHORD BEARING OF N 49°54'12" E, FOR AN ARC LENGTH OF 240.55 FEET; THENCE N 35°42'19" E A DISTANCE OF 383.22 FEET; THENCE N 49°59'38" E A DISTANCE OF 199.36 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1040.00 FEET, A DELTA ANGLE OF 11°39'06", A CHORD BEARING OF S 45°36'03" E, FOR AN ARC LENGTH OF 211.49 FEET; THENCE S 38°21'15" W A DISTANCE OF 53.39 FEET; THENCE S 43°35'40" W A DISTANCE OF 122.03 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1215.00 FEET, A DELTA ANGLE OF 11°31'18", A CHORD BEARING OF S 56°41'37" E, FOR AN ARC LENGTH OF 244.32 FEET; THENCE S 11°18'43" W A DISTANCE OF 40.99 FEET; THENCE S 46°48'40" W A DISTANCE OF 62.78 FEET; THENCE S 22°04'09" W A DISTANCE OF 20.34 FEET; THENCE S 75°43'20" W A DISTANCE OF 9.75 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTH HAVING A RADIUS OF 164.00 FEET, A DELTA ANGLE OF 127°41'31", A CHORD BEARING OF N 75°59'06" W, FOR AN ARC LENGTH OF 365.50 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 2400.00 FEET, A DELTA ANGLE OF 13°43'15", A CHORD BEARING OF S 33°18'31" W, FOR AN ARC LENGTH OF 574.73 FEET; THENCE S 20°35'43" E A DISTANCE OF 1057.58 FEET; THENCE S 22°19'40" E A DISTANCE OF 248.28 FEET; THENCE S 67°40'20" W A DISTANCE OF 187.36 FEET; THENCE N 60°58'46" W A DISTANCE OF 345.00 FEET; THENCE N 24°51'32" W A DISTANCE OF 45.83 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTH HAVING A RADIUS OF 164.26 FEET, A DELTA ANGLE OF 150°47'48", A CHORD BEARING OF S 79°44'35" W, FOR AN ARC LENGTH OF 432.32 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE EAST HAVING A RADIUS OF 2650.00 FEET, A DELTA ANGLE OF 10°42'09", A CHORD BEARING OF S 01°00'24" E, FOR AN ARC LENGTH OF 495.01 FEET; THENCE S 83°06'05" W A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE EAST HAVING A RADIUS OF 2700.00 FEET, A DELTA ANGLE OF 10°3'40", A CHORD BEARING OF S 06°53'55" E, FOR AN ARC LENGTH OF 50.00 FEET; THENCE N 83°06'05" E A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE EAST HAVING A RADIUS OF 2650.00 FEET, A DELTA ANGLE OF 12°09'46", A CHORD BEARING OF S 13°31'13" E, FOR AN ARC LENGTH OF 562.54 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE WEST HAVING A RADIUS OF 4150.00 FEET, A DELTA ANGLE OF 1°49'08", A CHORD BEARING OF S 18°41'33" E, FOR AN ARC LENGTH OF 131.71 FEET; THENCE S 72°13'00" W A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE WEST HAVING A RADIUS OF 4100.00 FEET, A DELTA ANGLE OF 2°45'17", A CHORD BEARING OF S 16°24'22" E, FOR AN ARC LENGTH OF 197.13 FEET; THENCE N 74°58'17" E A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE WEST HAVING A RADIUS OF 4150.00 FEET, A DELTA ANGLE OF 10°44'46", A CHORD BEARING OF S 09°39'20" E, FOR AN ARC LENGTH OF 778.35 FEET; THENCE S 89°08'59" E A DISTANCE OF 80.32 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE WEST HAVING A RADIUS OF 4230.00 FEET, A DELTA ANGLE OF 11°02'13", A CHORD BEARING OF S 01°20'00" W, FOR AN ARC LENGTH OF 814.83 FEET; THENCE S 14°22'11" E A DISTANCE OF 87.81 FEET; THENCE N 75°37'49" E A DISTANCE OF 469.64 FEET; THENCE S 26°16'35" E A DISTANCE OF 50.33 FEET; THENCE S 63°43'25" W A DISTANCE OF 304.44 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTH EAST HAVING A RADIUS OF 435.00 FEET, A DELTA ANGLE OF 37°49'10", A CHORD BEARING OF S 44°48'50" W, FOR AN ARC LENGTH OF 287.13 FEET; THENCE S 25°54'15" W A DISTANCE OF 223.20 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE EAST HAVING A RADIUS OF 760.00 FEET, A DELTA ANGLE OF 27°16'45", A CHORD BEARING OF S 12°15'53" W, FOR AN ARC LENGTH OF 361.85 FEET; THENCE S 01°22'30" E A DISTANCE OF 73.79 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE NORTH WEST HAVING A RADIUS OF 180.00 FEET, A DELTA ANGLE OF 83°07'24", A CHORD BEARING OF S 40°11'12" W, FOR AN ARC LENGTH OF 261.14 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTH HAVING A RADIUS OF 435.00 FEET, A DELTA ANGLE OF 6°37'54", A CHORD BEARING OF S 78°25'56" W, FOR AN ARC LENGTH OF 50.35 FEET; THENCE S 14°53'01" E A DISTANCE OF 110.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 325.00 FEET, A DELTA ANGLE OF 50°19'18", A CHORD BEARING OF S 49°57'20" W, FOR AN ARC LENGTH OF 285.44 FEET; THENCE S 24°47'41" W A DISTANCE OF 63.67 FEET; THENCE N 65°12'19" W A DISTANCE OF 50.00 FEET; THENCE S 24°47'41" W A DISTANCE OF 50.00 FEET; THENCE S 65°12'19" E A DISTANCE OF 61.84 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE EAST HAVING A RADIUS OF 325.00 FEET, A DELTA ANGLE OF 33°53'31", A CHORD BEARING OF S 07°39'47" E, FOR AN ARC LENGTH OF 192.25 FEET; THENCE S 65°23'27" W A DISTANCE

OF 110.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 435.00 FEET, A DELTA ANGLE OF 31°46'42", A CHORD BEARING OF S 40°29'54" E, FOR AN ARC LENGTH OF 241.27 FEET; THENCE N 33°36'45" E A DISTANCE OF 110.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 325.00 FEET, A DELTA ANGLE OF 3°31'35", A CHORD BEARING OF S 58°09'03" E, FOR AN ARC LENGTH OF 20.00 FEET; THENCE S 30°05'10" W A DISTANCE OF 110.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE NORTH HAVING A RADIUS OF 435.00 FEET, A DELTA ANGLE OF 21°16'53", A CHORD BEARING OF S 70°33'16" E, FOR AN ARC LENGTH OF 161.57 FEET; THENCE S 01°37'20" E A DISTANCE OF 97.18 FEET; THENCE N 88°22'40" E A DISTANCE OF 551.19 FEET; THENCE S 02°05'06" E A DISTANCE OF 298.90 FEET; THENCE S 87°58'56" W A DISTANCE OF 1307.40 FEET; THENCE S 24°47'41" W A DISTANCE OF 31.37 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE EAST HAVING A RADIUS OF 1098.00 FEET, A DELTA ANGLE OF 26°52'48", A CHORD BEARING OF S 11°21'17" W, FOR AN ARC LENGTH OF 514.18 FEET; THENCE S 02°05'06" E A DISTANCE OF 985.52 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE WEST HAVING A RADIUS OF 763.96 FEET, A DELTA ANGLE OF 42°19'38", A CHORD BEARING OF S 19°04'43" W, FOR AN ARC LENGTH OF 584.38 FEET; THENCE S 40°14'32" W A DISTANCE OF 209.83 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE EAST HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 89°59'42", A CHORD BEARING OF S 04°45'18" E, FOR AN ARC LENGTH OF 39.27 FEET TO A POINT OF CUSP WITH THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, A 160 FOOT ROADWAY AS CURRENTLY OCCUPIED AND ESTABLISHED; THENCE N 49°45'09" W ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 125.00 FEET; THENCE N 40°14'32" E A DISTANCE OF 234.67 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 863.96 FEET, A DELTA ANGLE OF 19°49'41", A CHORD BEARING OF N 30°19'42" E, FOR AN ARC LENGTH OF 229.77 FEET; THENCE N 49°46'30" W A DISTANCE OF 80.41 FEET; THENCE N 02°05'06" W A DISTANCE OF 306.32 FEET; THENCE N 87°58'51" E A DISTANCE OF 110.00 FEET; THENCE N 02°05'06" W A DISTANCE OF 879.28 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE EAST HAVING A RADIUS OF 1196.00 FEET, A DELTA ANGLE OF 23°35'47", A CHORD BEARING OF N 09°42'47" E, FOR AN ARC LENGTH OF 492.55 FEET; THENCE N 02°05'06" W A DISTANCE OF 313.76 FEET; THENCE N 88°22'40" E A DISTANCE OF 156.20 FEET; THENCE N 24°47'41" E A DISTANCE OF 502.66 FEET; THENCE N 65°12'19" W A DISTANCE OF 50.00 FEET; THENCE N 24°47'41" E A DISTANCE OF 277.26 FEET; THENCE S 65°12'19" E A DISTANCE OF 50.00 FEET; THENCE N 24°47'41" E A DISTANCE OF 50.00 FEET; THENCE N 65°12'19" W A DISTANCE OF 50.00 FEET; THENCE N 24°47'41" E A DISTANCE OF 299.56 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE WEST HAVING A RADIUS OF 3950.00 FEET, A DELTA ANGLE OF 39°45'20", A CHORD BEARING OF N 04°55'01" E, FOR AN ARC LENGTH OF 2740.77 FEET; THENCE N 75°02'23" E A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE WEST HAVING A RADIUS OF 4000.00 FEET, A DELTA ANGLE OF 2°53'25", A CHORD BEARING OF N 16°24'21" W, FOR AN ARC LENGTH OF 201.76 FEET; THENCE S 72°08'59" W A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE WEST HAVING A RADIUS OF 3950.00 FEET, A DELTA ANGLE OF 1°45'02", A CHORD BEARING OF N 18°43'35" W, FOR AN ARC LENGTH OF 120.69 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE EAST HAVING A RADIUS OF 2850.00 FEET, A DELTA ANGLE OF 7°36'35", A CHORD BEARING OF N 15°47'49" W, FOR AN ARC LENGTH OF 378.52 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 435.00 FEET, A DELTA ANGLE OF 65°32'16", A CHORD BEARING OF N 44°45'39" W, FOR AN ARC LENGTH OF 497.57 FEET; THENCE N 77°31'27" W A DISTANCE OF 964.15 FEET; THENCE S 12°28'13" W A DISTANCE OF 110.00 FEET; THENCE N 77°31'47" W A DISTANCE OF 50.00 FEET; THENCE N 12°28'13" E A DISTANCE OF 110.00 FEET; THENCE N 77°31'47" W A DISTANCE OF 265.44 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE NORTH HAVING A RADIUS OF 465.00 FEET, A DELTA ANGLE OF 14°34'33", A CHORD BEARING OF N 70°14'30" W, FOR AN ARC LENGTH OF 118.29 FEET; THENCE S 27°02'46" W A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 575.00 FEET, A DELTA ANGLE OF 8°10'27", A CHORD BEARING OF N 54°46'47" W, FOR AN ARC LENGTH OF 82.03 FEET; THENCE N 54°46'47" W A DISTANCE OF 50.00 FEET; THENCE N 35°13'13" E A DISTANCE OF 99.29 FEET; THENCE N 02°55'05" E A DISTANCE OF 12.67 FEET; THENCE N 54°46'47" W A DISTANCE OF 45.77 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTH HAVING A RADIUS OF 435.00 FEET, A DELTA ANGLE OF 33°55'21", A CHORD BEARING OF N 71°44'28" W, FOR AN ARC LENGTH OF 257.55 FEET; THENCE N 88°42'09" W A DISTANCE OF 390.24 FEET; THENCE S 01°17'51" W A DISTANCE OF 156.36 FEET; THENCE S 70°43'56" W A DISTANCE OF 21.48 FEET; THENCE N 67°19'54" W A DISTANCE OF 28.59 FEET; THENCE N 75°39'42" W A DISTANCE OF 52.62 FEET; THENCE N 84°57'33" W A DISTANCE OF 88.52 FEET; THENCE S 47°52'18" W A DISTANCE OF 74.34 FEET; THENCE S 35°59'44" W A DISTANCE OF 79.93 FEET; THENCE S 69°14'27" W A DISTANCE OF 133.35 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 95, A 300 FOOT ROADWAY AS CURRENTLY OCCUPIED AND ESTABLISHED; THENCE N 20°45'33" W ALONG SAID EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 3245.72 FEET TO THE WESTERLY LINE OF AFORESAID SECTION 24; THENCE N 01°50'18" W A DISTANCE OF 2620.50 FEET ALONG SAID WESTERLY LINE TO THE NORTHWEST CORNER THEREOF AND THE POINT OF BEGINNING, SAID PARCEL CONTAINING 415.03 ACRES MORE OR LESS.

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Book: 6281
Page: 3155

LEGAL DESCRIPTION

PLANTATION OAKS OF ORMOND BEACH UNIT 1-B, PARCEL 1

A REPLAT OF LOT 2000, PLANTATION OAKS OF ORMOND BEACH, UNIT 1A, AS RECORDED IN MAP BOOK __, PAGE __
AND BEING ALSO A PORTION OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 32 EAST,
VOLUSIA COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF COMMENCEMENT BEING THE NORTHWEST CORNER OF SECTION 24, RUN THENCE S89°57'37"E ALONG THE NORTHERLY LINE OF SECTION 24 FOR A DISTANCE OF 530.94 FEET; THENCE S39°18'32"E, 891.88 FEET TO THE POINT OF BEGINNING; THENCE S39°18'32"E, 78.46 FEET; THENCE S 79°15'13"E A DISTANCE OF 403.77 FEET; THENCE S 10°44'47"W A DISTANCE OF 147.50 FEET; THENCE S 79°15'13"E A DISTANCE OF 32.98 FEET; THENCE S 10°44'47"W A DISTANCE OF 50.00 FEET; THENCE S 79°15'13"E A DISTANCE OF 85.00 FEET; THENCE S 10°44'47"W A DISTANCE OF 152.37 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE EAST HAVING A RADIUS OF 165.00 FEET, A DELTA ANGLE OF 12°35'03", A CHORD BEARING OF S 04°27'15"W FEET, AN ARC LENGTH OF 36.24 FEET; THENCE S 01°50'16"E A DISTANCE OF 393.02 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE EAST HAVING A RADIUS OF 165.00 FEET, A DELTA ANGLE OF 18°55'17", A CHORD BEARING OF S 11°17'55"E FEET, AN ARC LENGTH OF 54.49 FEET; THENCE S 20°45'33"E A DISTANCE OF 410.13 FEET; THENCE S 69°14'27"W A DISTANCE OF 110.00 FEET; THENCE S 20°45'33"E A DISTANCE OF 20.00 FEET; THENCE N 69°14'27"E A DISTANCE OF 110.00 FEET; THENCE S 20°45'33"E A DISTANCE OF 195.00 FEET; THENCE N 69°14'27"E A DISTANCE OF 57.99 FEET; THENCE S 20°45'33"E A DISTANCE OF 140.61 FEET; THENCE S 22°08'55"W A DISTANCE OF 142.25 FEET; THENCE S 72°55'01"W A DISTANCE OF 155.64 FEET; THENCE N 56°18'53"W A DISTANCE OF 130.40 FEET; THENCE N 20°45'33"W A DISTANCE OF 826.38 FEET; THENCE N 01°50'16"W A DISTANCE OF 314.61 FEET; THENCE N 88°09'44"E A DISTANCE OF 110.00 FEET; THENCE N 01°50'16"W A DISTANCE OF 20.00 FEET; THENCE S 88°09'44"W A DISTANCE OF 110.00 FEET; THENCE N 01°50'16"W A DISTANCE OF 178.86 FEET; THENCE N 10°44'47"E A DISTANCE OF 200.34 FEET; THENCE N 79°15'13"W A DISTANCE OF 28.80 FEET; THENCE S 10°44'47"W A DISTANCE OF 110.00 FEET; THENCE N 79°15'13"W A DISTANCE OF 266.56 FEET; THENCE N 12°59'45"E A DISTANCE OF 110.29 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE NORTH HAVING A RADIUS OF 325.00 FEET, A DELTA ANGLE OF 5°48'19", A CHORD BEARING OF N 74°01'28"W FEET, AN ARC LENGTH OF 32.93 FEET; THENCE N 71°07'19"W A DISTANCE OF 204.60 FEET; THENCE N 16°52'41"E A DISTANCE OF 50.00 FEET; THENCE S 71°07'19"E A DISTANCE OF 2.05 FEET; THENCE N 16°52'41"E A DISTANCE OF 110.00 FEET; THENCE S 71°07'19"E A DISTANCE OF 130.00 FEET; THENCE N 50°41'28"E A DISTANCE OF 98.39 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 13.44 ACRES MORE OR LESS.

LEGAL DESCRIPTION

PLANTATION OAKS OF ORMOND BEACH UNIT 1-B, PARCEL 2

A REPLAT OF LOT 2000, PLANTATION OAKS OF ORMOND BEACH, UNIT 1A, AS RECORDED IN MAP BOOK ____, PAGE ____

AND BEING ALSO A PORTION OF SECTION 24, TOWNSHIP 13 SOUTH,

RANGE 32 EAST, VOLUSIA COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

FROM A POINT OF COMMENCEMENT BEING THE NORTHWEST CORNER OF SECTION 24, RUN THENCE S89°57'37"E ALONG THE NORTHERLY LINE OF SECTION 24 FOR A DISTANCE OF 530.94 FEET; THENCE S39°18'32"E, 970.33 FEET; THENCE S79°15'13"E, 1350.04 FEET; THENCE S10°44'47"W, 543.14 FEET TO THE POINT OF BEGINNING; THENCE S 04°24'00"W A DISTANCE OF 74.02 FEET; THENCE S 27°13'31"E A DISTANCE OF 81.80 FEET; THENCE N 52°02'11"E A DISTANCE OF 20.79 FEET; THENCE S 41°51'14"E A DISTANCE OF 48.23 FEET; THENCE S 31°13'02"E A DISTANCE OF 37.95 FEET; THENCE S 17°03'25"W A DISTANCE OF 54.84 FEET; THENCE S 04°37'07"E A DISTANCE OF 61.87 FEET; THENCE S 09°54'19"W A DISTANCE OF 78.19 FEET; THENCE S 27°37'28"W A DISTANCE OF 94.20 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 465.00', A DELTA ANGLE OF 9°54'51", A CHORD BEARING OF N 27°02'31"W, AN ARC LENGTH OF 80.48'; THENCE N 22°05'06"W A DISTANCE OF 106.28 FEET; THENCE S 87°54'54"W A DISTANCE OF 110.00 FEET; THENCE N 22°05'06"W A DISTANCE OF 40.00 FEET; THENCE N 67°54'54"E A DISTANCE OF 110.00 FEET; THENCE N 22°05'06"W A DISTANCE OF 130.00 FEET; THENCE N 67°54'54"E A DISTANCE OF 8.08 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTH HAVING A RADIUS OF 164.00', A DELTA ANGLE OF 24°51'07", A CHORD BEARING OF S 85°56'40"W, AN ARC LENGTH OF 701.99'; THENCE S 22°05'06"E A DISTANCE OF 286.76 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 735.00', A DELTA ANGLE OF 23°21'13", A CHORD BEARING OF S 33°45'42"E, AN ARC LENGTH OF 299.58'; THENCE N 43°43'27"E A DISTANCE OF 110.01 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 625.00', A DELTA ANGLE OF 1°50'01", A CHORD BEARING OF S 46°12'29"E, AN ARC LENGTH OF 20.00'; THENCE S 43°43'27"W A DISTANCE OF 110.40 FEET; THENCE S 48°51'25"E A DISTANCE OF 292.43 FEET; THENCE S 39°16'22"W A DISTANCE OF 35.45 FEET; THENCE N 50°43'38"W A DISTANCE OF 110.00 FEET; THENCE S 39°16'22"W A DISTANCE OF 947.24 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 435.00', A DELTA ANGLE OF 12°43'48", A CHORD BEARING OF S 32°54'28"W, AN ARC LENGTH OF 96.65'; THENCE S 63°27'26"E A DISTANCE OF 110.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 325.00', A DELTA ANGLE OF 4°27'18", A CHORD BEARING OF S 24°18'55"W, AN ARC LENGTH OF 25.27'; THENCE N 67°54'45"W A DISTANCE OF 110.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE EAST HAVING A RADIUS OF 435.00', A DELTA ANGLE OF 42°51'59", A CHORD BEARING OF S 00°39'16"W, AN ARC LENGTH OF 325.45'; THENCE S 20°46'44"E A DISTANCE OF 63.62 FEET; THENCE N 69°13'16"E A DISTANCE OF 110.00 FEET; THENCE S 20°46'44"E A DISTANCE OF 20.00 FEET; THENCE S 69°13'16"W A DISTANCE OF 110.00 FEET; THENCE S 20°46'44"E A DISTANCE OF 50.03 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE WEST HAVING A RADIUS OF 165.00', A DELTA ANGLE OF 25°38'40", A CHORD BEARING OF S 07°57'23"E, AN ARC LENGTH OF 73.85'; THENCE S 04°51'57"W A DISTANCE OF 128.32 FEET; THENCE S 85°08'03"E A DISTANCE OF 85.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE NORTH HAVING A RADIUS OF 25.00', A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF N 49°51'57"E, AN ARC LENGTH OF 39.27'; THENCE S 85°08'03"E A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 25.00', A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF S 40°08'03"E, AN ARC LENGTH OF 39.27'; THENCE S 85°08'03"E A DISTANCE OF 85.00 FEET; THENCE N 04°51'57"E A DISTANCE OF 128.32 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE WEST HAVING A RADIUS OF 435.00', A DELTA ANGLE OF 25°38'40", A CHORD BEARING OF N 07°57'23"W, AN ARC LENGTH OF 194.70'; THENCE N 20°46'44"W A DISTANCE OF 50.03 FEET; THENCE S 69°13'16"W A DISTANCE OF 110.00 FEET; THENCE N 20°46'44"W A DISTANCE OF 20.00 FEET; THENCE N 69°13'16"E A DISTANCE OF 110.00 FEET; THENCE N 20°46'44"W A DISTANCE OF 63.62 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE EAST HAVING A RADIUS OF 165.00', A DELTA ANGLE OF 60°03'05", A CHORD BEARING OF N 09°14'49"E, AN ARC LENGTH OF 172.94'; THENCE N 39°16'22"E A DISTANCE OF 257.24 FEET; THENCE S 50°43'38"E A DISTANCE OF 103.61 FEET; THENCE N 52°17'00"E A DISTANCE OF 185.70 FEET; THENCE N 08°07'35"E A DISTANCE OF 21.33 FEET; THENCE N 05°13'23"W A DISTANCE OF 75.20 FEET; THENCE N 50°43'38"W A DISTANCE OF 81.68 FEET; THENCE N 39°16'22"E A DISTANCE OF 597.08 FEET; THENCE N 45°19'02"E A DISTANCE OF 34.75 FEET; THENCE N 38°38'17"W A DISTANCE OF 100.00 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 285.00', A DELTA ANGLE OF 9°52'08", A CHORD BEARING OF N 56°17'47"E, AN ARC LENGTH OF 45.64'; THENCE S 28°46'09"E A DISTANCE OF 100.00 FEET; THENCE S 04°25'57"E A DISTANCE OF 53.85 FEET; THENCE N69°15'50"E A DISTANCE OF 139.00 FEET; THENCE S00°00'24"W A DISTANCE OF 113.01 FEET TO THE POINT OF TANGENCY OF A CURVE CONCAVE EASTERLY; THENCE SOUTHERLY AND TO THE LEFT ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 20°36'07", A RADIUS OF 435.00 FEET, A CHORD BEARING OF S10°17'40"E FOR AN ARC LENGTH OF 158.41 FEET; THENCE S 20°35'43"E A DISTANCE OF 148.38 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE WEST HAVING A RADIUS OF 165.00', A DELTA ANGLE OF 10°02'22", A CHORD BEARING OF S 15°34'32"E, AN ARC LENGTH OF 28.91'; THENCE S 10°33'21"E A DISTANCE OF 214.94 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE EAST HAVING A RADIUS OF 435.00', A DELTA ANGLE OF 1°22'28", A CHORD BEARING OF S 11°14'35"E, AN ARC LENGTH OF 10.43'; THENCE S 78°04'11"W A DISTANCE OF 125.93 FEET; THENCE S 54°19'43"W A DISTANCE OF 62.29 FEET; THENCE S 49°32'05"W A DISTANCE OF 63.20 FEET; THENCE S 35°59'03"W A DISTANCE OF 24.08 FEET; THENCE S 03°26'26"E A DISTANCE OF 41.08 FEET; THENCE S 04°44'17"W A DISTANCE OF 58.72 FEET; THENCE S 15°47'50"E A DISTANCE OF 59.70 FEET; THENCE S 13°17'10"E A DISTANCE OF 49.86 FEET; THENCE S 26°00'41"E A DISTANCE OF 31.32 FEET; THENCE S 08°23'24"E A DISTANCE OF 79.90 FEET; THENCE S 25°23'41"E A DISTANCE OF 44.42 FEET; THENCE S 47°43'23"E A DISTANCE OF 13.33 FEET; THENCE N 50°24'06"E A DISTANCE OF 4.38 FEET; THENCE N 14°30'59"E A DISTANCE OF 25.63 FEET; THENCE N 33°15'21"E A DISTANCE OF 43.84 FEET; THENCE N 65°47'58"E A DISTANCE OF 54.92 FEET; THENCE S 87°13'43"E A DISTANCE OF 82.66 FEET; THENCE S 57°53'45"E A DISTANCE OF 84.83 FEET; THENCE S 32°45'32"E A DISTANCE OF 49.74 FEET; THENCE N 46°21'00"E A DISTANCE OF 25.19 FEET; THENCE N 37°33'37"E A DISTANCE OF 62.94 FEET; THENCE N 47°53'40"E A DISTANCE OF 65.64 FEET; THENCE S 88°22'59"E A DISTANCE OF 84.38 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 275.00', A DELTA ANGLE OF 9°17'24", A CHORD BEARING OF S 24°37'44"E, AN ARC LENGTH OF 44.59'; THENCE S 19°59'02"E A DISTANCE OF 148.80 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE WEST HAVING A RADIUS OF 275.00', A DELTA ANGLE OF 36°19'22", A CHORD BEARING OF S 01°49'21"E, AN ARC LENGTH OF 174.34'; THENCE S 16°20'20"W A DISTANCE OF 28.84 FEET; THENCE N 73°39'40"W A DISTANCE OF 110.00 FEET; THENCE S 16°20'20"W A DISTANCE OF 278.75 FEET; THENCE S 73°39'40"E A DISTANCE OF 85.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE NORTH HAVING A RADIUS OF 25.00', A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF N 61°20'20"E, AN ARC LENGTH OF 39.27'; THENCE S 73°39'40"E A DISTANCE OF 50.00 FEET; THENCE S 16°20'20"W A DISTANCE OF 22.07 FEET; THENCE S 73°03'40"E A DISTANCE OF 110.00 FEET; THENCE N 16°20'20"E A DISTANCE OF 302.40 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE WEST HAVING A RADIUS OF 435.00', A DELTA ANGLE OF 36°18'37", A CHORD BEARING OF N 01°48'58"W, AN ARC LENGTH OF 275.67'; THENCE N 19°58'17"W A DISTANCE OF 146.74 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 433.69', A DELTA ANGLE OF 8°20'11", A CHORD BEARING OF N 24°08'22"W, AN ARC LENGTH OF 63.10'; THENCE N 28°18'28"W A DISTANCE OF 573.57 FEET; THENCE S 64°52'45"W A DISTANCE OF 110.12 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 275.00', A DELTA ANGLE OF 4°10'04", A CHORD BEARING OF N 25°07'15"W, AN ARC LENGTH OF 20.00'; THENCE N 64°52'45"E A DISTANCE OF 110.12 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE EAST HAVING A RADIUS OF 165.00', A DELTA ANGLE OF 11°05'25", A CHORD BEARING OF N 16°06'04"W, AN ARC LENGTH OF 31.89'; THENCE N 10°33'21"W A DISTANCE OF 253.15 FEET; THENCE N 20°35'43"W A DISTANCE OF 190.23 FEET; THENCE N 09°27'43"W A DISTANCE OF 56.30 FEET; THENCE N 00°00'24"E A DISTANCE OF 144.15 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE WEST HAVING A RADIUS OF 435.00', A DELTA ANGLE OF 20°36'07", A CHORD BEARING OF N 10°17'40"W, AN ARC LENGTH OF 158.41'; THENCE N 20°35'43"W A DISTANCE OF 175.00 FEET; THENCE N 23°40'07"W A DISTANCE OF 180.60 FEET; THENCE N 24°08'49"W A DISTANCE OF 78.36 FEET; THENCE S 50°58'24"W A DISTANCE OF 137.17 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 675.00', A DELTA ANGLE OF 1°41'52", A CHORD BEARING OF N 39°51'32"W, AN ARC LENGTH OF 20.00'; THENCE N 50°58'24"E A DISTANCE OF 142.90 FEET; THENCE N 24°08'49"W A DISTANCE OF 45.28 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTH HAVING A RADIUS OF 164.00', A DELTA ANGLE OF 105°17'35", A CHORD BEARING OF N 76°47'37"W, AN ARC LENGTH OF 301.38'; THENCE N 58°12'21"W A DISTANCE OF 39.32 FEET; THENCE N 46°14'53"W A DISTANCE OF 83.61 FEET; THENCE N 33°19'13"W A DISTANCE OF 57.24 FEET; THENCE N 11°51'59"W A DISTANCE OF 86.12 FEET; THENCE N 55°34'06"W A DISTANCE OF 134.69 FEET; THENCE S 50°22'50"W A DISTANCE OF 94.34 FEET; TO THE POINT OF BEGINNING AND HAVING AN AREA OF 43.49 ACRES MORE OR LESS.

TOTAL AREA UNIT 1B = 56.93 ACRES

LEGAL DESCRIPTION No. 1
PLANTATION OAKS OF ORMOND BEACH UNIT 1C
A PORTION OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST VOLUSIA COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED
AS FOLLOWS:

FROM A POINT OF COMMENCEMENT BEING THE NORTHWEST CORNER OF SECTION 24, RUN THENCE S89°57'37"E ALONG THE NORTHERLY LINE OF SECTION 24 FOR A DISTANCE OF 530.94 FEET; THENCE S39°18'33"E, 970.33 FEET; THENCE S79°15'13"E, 1985.01 FEET; THENCE N78°39'47"E, 210.85 TO A POINT ON THE WESTERLY LINE OF A 100 FOOT FLORIDA POWER AND LIGHT COMPANY EASEMENT AND THE POINT OF BEGINNING; THENCE CONTINUE N78°39'47"E FOR A DISTANCE OF 101.32 FEET TO A POINT ON THE EASTERLY LINE OF SAID EASEMENT; THENCE S 20°35'43"E AND ALONG SAID EASTERLY EASEMENT LINE FOR A DISTANCE OF 975.01 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE SOUTH HAVING A RADIUS OF 375.00 FEET, A DELTA ANGLE OF 00°32'52", A CHORD BEARING OF N 61°46'47"E FEET, AN ARC LENGTH OF 3.58 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 73°27'17", A CHORD BEARING OF N 81°46'00"E FEET, AN ARC LENGTH OF 32.05 FEET; THENCE S 45°02'21"E A DISTANCE OF 60.40 FEET; THENCE S 69°24'17"W A DISTANCE OF 54.74 FEET TO THE EASTERLY LINE OF AFORESAID 100 FOOT FLORIDA POWER AND LIGHT COMPANY EASEMENT; THENCE S 20°35'43"E AND ALONG SAID EASTERLY EASEMENT LINE FOR A DISTANCE OF 1916.46 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE NORTH HAVING A RADIUS OF 375.00 FEET, A DELTA ANGLE OF 6°52'04", A CHORD BEARING OF S 65°58'15"W FEET, AN ARC LENGTH OF 44.95 FEET; THENCE S 69°24'17"W A DISTANCE OF 155.16 FEET; THENCE S 20°35'43"E A DISTANCE OF 124.78 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE WEST HAVING A RADIUS OF 435.00 FEET, A DELTA ANGLE OF 36°03'00", A CHORD BEARING OF S 02°34'13"E FEET, AN ARC LENGTH OF 273.70 FEET; THENCE N 74°32'43"W A DISTANCE OF 110.00 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE WEST HAVING A RADIUS OF 325.00 FEET, A DELTA ANGLE OF 3°31'35", A CHORD BEARING OF S 17°13'05"W FEET, AN ARC LENGTH OF 20.00 FEET; THENCE S 71°01'07"E A DISTANCE OF 111.06 FEET; THENCE S 22°58'20"W A DISTANCE OF 525.98 FEET; THENCE N 67°01'40"W A DISTANCE OF 110.00 FEET; THENCE S 22°58'20"W A DISTANCE OF 20.00 FEET; THENCE S 67°01'40"E A DISTANCE OF 110.00 FEET; THENCE S 22°58'20"W A DISTANCE OF 130.00 FEET; THENCE S 10°09'27"W A DISTANCE OF 66.66 FEET; THENCE N 79°50'33"W A DISTANCE OF 123.14 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE EAST HAVING A RADIUS OF 275.00 FEET, A DELTA ANGLE OF 2°11'40", A CHORD BEARING OF S 11°15'17"W FEET, AN ARC LENGTH OF 10.53 FEET; THENCE N 79°50'33"W A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE EAST HAVING A RADIUS OF 325.00 FEET, A DELTA ANGLE OF 0°51'01", A CHORD BEARING OF N 10°34'58"E FEET, AN ARC LENGTH OF 4.82 FEET; THENCE N 78°59'31"W A DISTANCE OF 110.00 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE EAST HAVING A RADIUS OF 435.00 FEET, A DELTA ANGLE OF 11°28'42", A CHORD BEARING OF N 16°44'50"E FEET, AN ARC LENGTH OF 87.15 FEET; THENCE N 22°58'15"E A DISTANCE OF 687.28 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE WEST HAVING A RADIUS OF 165.00 FEET, A DELTA ANGLE OF 43°33'58", A CHORD BEARING OF N 01°11'16"E FEET, AN ARC LENGTH OF 125.46 FEET; THENCE N 20°35'43"W A DISTANCE OF 2783.95 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTH WEST HAVING A RADIUS OF 165.00 FEET, A DELTA ANGLE OF 19°46'48", A CHORD BEARING OF N 30°29'07"W FEET, AN ARC LENGTH OF 56.96 FEET; THENCE N 55°12'12"E A DISTANCE OF 160.39 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTH WEST HAVING A RADIUS OF 325.00 FEET, A DELTA ANGLE OF 2°44'59", A CHORD BEARING OF N 39°00'01"W FEET, AN ARC LENGTH OF 15.60 FEET; THENCE N 49°37'29"E A DISTANCE OF 110.00 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE SOUTH WEST HAVING A RADIUS OF 435.00 FEET, A DELTA ANGLE OF 10°38'26", A CHORD BEARING OF S 35°03'18"E FEET, AN ARC LENGTH OF 80.79 FEET; THENCE N 69°24'17"E A DISTANCE OF 105.52 FEET; THENCE N 20°35'43"W A DISTANCE OF 251.13 FEET; TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 36.97 ACRES MORE OR LESS.

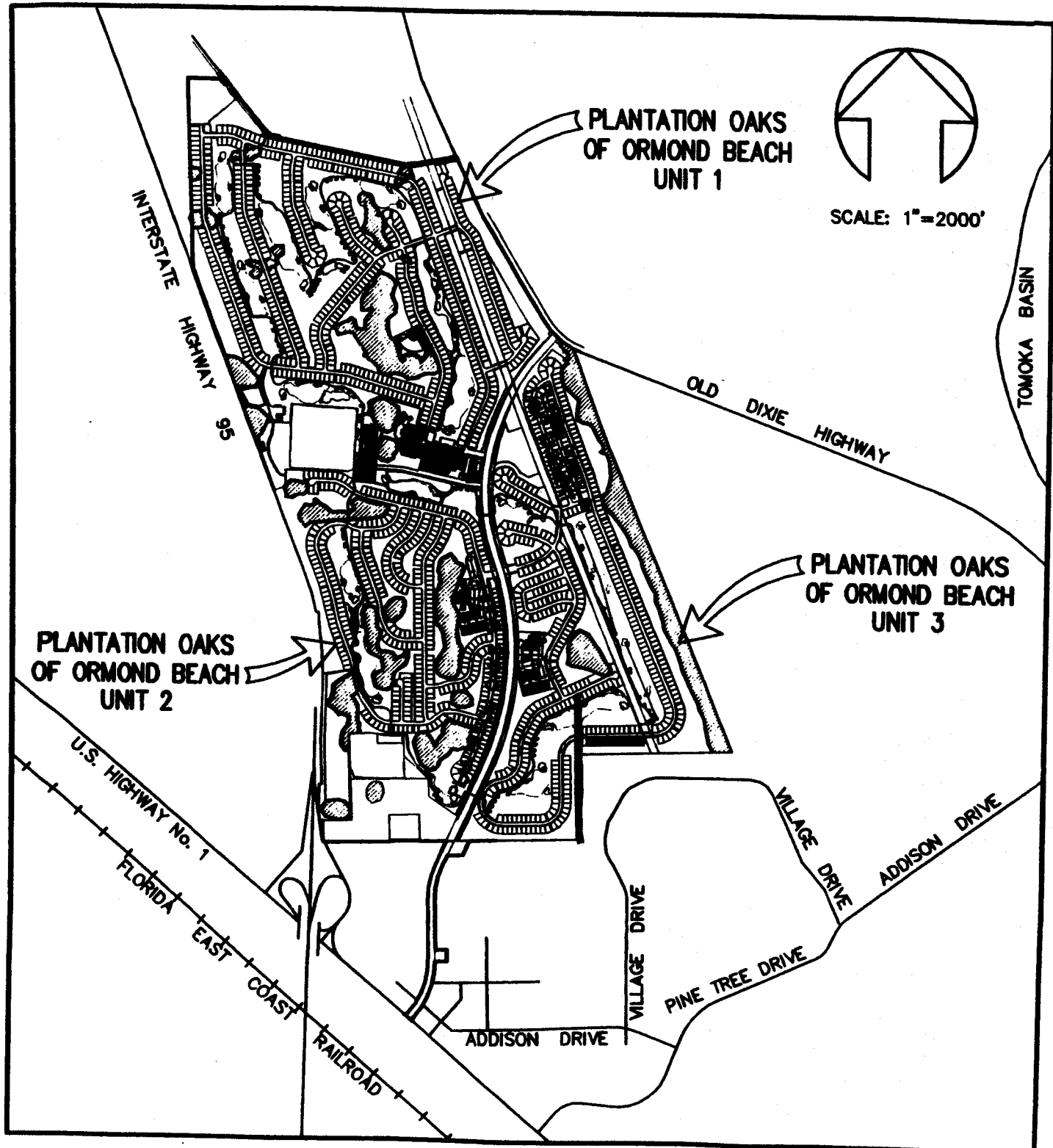
LEGAL DESCRIPTION No. 2

PLANTATION OAKS OF ORMOND BEACH UNIT 1-C

BEING A PORTION OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST VOLUSIA COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF COMMENCEMENT BEING THE NORTHWEST CORNER OF SECTION 24, RUN THENCE S89°57'37"E ALONG THE NORTHERLY LINE OF SECTION 24 FOR A DISTANCE OF 530.94 FEET; THENCE S39°18'33"E, 970.33 FEET; THENCE S79°15'13"E, 403.77 FEET TO THE POINT OF BEGINNING; THENCE S 79°15'13"E, 1984.77 FEET; THENCE N 78°39'47"E A DISTANCE OF 15.86 FEET; THENCE S 19°13'23"W A DISTANCE OF 53.89 FEET; THENCE S 20°58'52"E A DISTANCE OF 61.95 FEET; THENCE S 15°47'15"E A DISTANCE OF 81.12 FEET; THENCE S 40°22'34"W A DISTANCE OF 20.00 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE SOUTH WEST HAVING A RADIUS OF 325.00 FEET, A DELTA ANGLE OF 5°45'01", A CHORD BEARING OF S 46°44'55"E FEET, AN ARC LENGTH OF 32.62 FEET; THENCE S 46°07'35"W A DISTANCE OF 160.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTH WEST HAVING A RADIUS OF 165.00 FEET, A DELTA ANGLE OF 35°22'48", A CHORD BEARING OF N 61°33'49"W FEET, AN ARC LENGTH OF 101.89 FEET; THENCE N 79°15'13"W A DISTANCE OF 9.43 FEET; THENCE S 50°01'19"W A DISTANCE OF 60.28 FEET; THENCE N 45°20'35"W A DISTANCE OF 60.55 FEET; THENCE N 42°18'41"E A DISTANCE OF 15.12 FEET; THENCE N 79°15'13"W A DISTANCE OF 383.10 FEET; THENCE N 10°44'47"E A DISTANCE OF 110.00 FEET; THENCE N 79°15'13"W A DISTANCE OF 20.00 FEET; THENCE S 10°44'47"W A DISTANCE OF 110.00 FEET; THENCE N 79°15'13"W A DISTANCE OF 455.00 FEET; THENCE N 10°44'47"E A DISTANCE OF 110.00 FEET; THENCE N 79°15'13"W A DISTANCE OF 20.00 FEET; THENCE S 10°44'47"W A DISTANCE OF 110.00 FEET; THENCE N 79°15'13"W A DISTANCE OF 325.00 FEET; THENCE N 10°44'47"E A DISTANCE OF 110.00 FEET; THENCE N 79°15'13"W A DISTANCE OF 160.00 FEET; THENCE N 10°44'47"E A DISTANCE OF 50.00 FEET; THENCE N 79°15'13"W A DISTANCE OF 32.96 FEET; THENCE N 10°38'58"E A DISTANCE OF 147.50 FEET; TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 10.95 ACRES MORE OR LESS.

TOTAL AREA OF UNIT 1C = 47.92 ACRES MORE OR LESS.



VICINITY MAP



**COUNTY NOTIFICATION OF PROPERTY TRANSFER TO PRIVATE OWNERSHIP
NOTICE OF SALE**

Project Name _____ Date _____
 Developer _____ Telephone _____
 Capacity Reservation Account Number _____ Fax _____
 Mailing Address _____
 Street Address of Property Transferred _____
 Unit # _____ Phase # _____ Section # _____ AKA _____
 Lot # _____ Block # _____ Tax Parcel # _____
 Buyer _____
 Mailing Address _____
 Closing Date on Property Transfer _____

THE SUBJECT PROPERTY WILL BE DEDUCTED FROM THE CAPACITY RESERVATION FEE BILLING AFTER THE PROPERTY TRANSFER AND UPON RECEIPT OF THIS FORM BEFORE THE 28TH DAY OF THE MONTH. NO ADJUSTMENTS WILL BE MADE TO PRIOR BILLINGS.

County of Volusia
 WR&U/Utilities Engineering Division
 Attn.: Karen L. Hiatt, Staff Assistant
 123 West Indiana Avenue, 4th Floor, Room 402
 DeLand, Florida 32720

EXHIBIT "B"

BILL OF SALE

PLANTATION OAKS OF ORMOND BEACH

Plantation Oaks of Ormond Beach, a Limited Liability Corporation, whose address is: 100 Business Center Drive, Suite 8, Ormond Beach, County of Volusia, State of Florida, "Seller," for and in consideration of the sum of One (\$1.00) Dollar and other valuable consideration paid by County of Volusia, a political subdivision of the State of Florida, "Purchaser," the receipt of which is hereby acknowledged does grant, sell, transfer, convey and deliver to Purchaser all and other goods as required to comprise a complete utility system installed by Seller and located on the following County easements or right-of-way as shown on the record of drawings, more specifically described as follows:

Project: Plantation Oaks of Ormond Beach
Exhibit "A" (Description Attached)

Purchaser shall have all rights and title to the goods in itself and its assigns. Seller warrants that it is the lawful owner of the goods and the goods area free from all liens and encumbrances. Seller has good right to sell the goods and will warrant and defend the right against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, Seller has executed this Agreement at _____,
Florida, on _____ day of _____, 2006.

Witnesses as to Seller

"Seller"

Print Name:

By: _____
Parker Mynchenberg,
Managing Member

Print Name:

By: _____

EXHIBIT "C"

July 18, 2007

**Volusia County
Staff (minor amendment)**

**Book 6100
Pages 2016-2020**

IN RE: APPLICATION OF PARKER MYNCHENBERG, MANAGING MEMBER
PLANTATION OAKS OF ORMOND BEACH, L.L.C.

MINOR AMENDMENT TO ORDER AND RESOLUTION NO. 2002-199
PLANTATION OAKS OF ORMOND BEACH RPUD

Whereas, Section 813.06 of Volusia County Ordinance 80-8 provides for "Minor Amendments not altering the intent and purpose" of an approved Planned Unit Development's (PUD) Overall Development Plan; and

Whereas, Parker Mynchenberg, Managing Member of Plantation Oaks of Ormond Beach, LLC, duly filed a request for a "Minor Amendment" to Order and Resolution No. 2002-199; and

Whereas, Exhibit B, Preliminary Plan and Site Data, as referred to in the Development Agreement Book 4988, Pages 185 through 187, are revised as shown; and

Whereas, the Volusia County Director of Growth Management issued approval of such "Minor Amendment" by letter dated July 17, 2007, a copy of which is attached hereto and recorded herewith; the purpose of this Minor Amendment is to revise Exhibit B, Preliminary Plan.

Now, therefore, Order and Resolution No. 2002-199 is hereby amended as follows:

Exhibit B Preliminary Plan, is revised per attached revised Exhibit "B", dated 11-15-06, to increase buffer along Old Dixie Highway to 175 Feet.

Said action has caused the preceding to be recorded in the Public Records of Volusia County, Florida.

Done and Ordered by the Zoning Enforcement Official for Volusia County, Florida, this 18TH day of July, 2007.

Volusia County Growth Management

By: Mary Robinson
Mary Robinson, Director

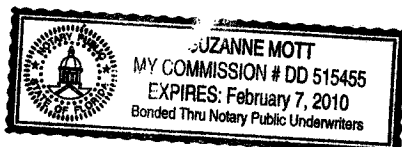
STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me, the undersigned authority, this day personally appeared 18 July 2007, well known to me to be the Mary Robinson, and he/she/they acknowledge(s) executing the foregoing Minor Amendment Modification under authority duly vested in them by said County as such officers and for the uses and purposes expressed therein.

WITNESS my hand and official seal this 18th day of July, 2007.

My Commission expires:

Suzanne Mott
Notary Public, State of Florida at Large



Plantation Oaks of Ormond Beach, LLC

By: Parker Mynchenberg, P.E.
Managing Member

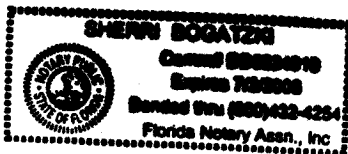
STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me, the undersigned authority, this day personally appeared Parker Mynchenberg, well known to me to be the Managing Member, and he/she/they acknowledge(s) executing the foregoing Minor Amendment Modification under authority duly vested in them by said County as such officers and for the uses and purposes expressed therein.

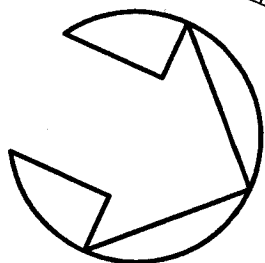
WITNESS my hand and official seal this 16th day of April, 2007.

My Commission expires:

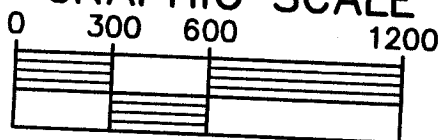
Sherri Bogatzki
Sherri Bogatzki
Notary Public, State of Florida at Large



Instrument# 2007-169508 # 3
Book: 6100
Page: 2018



GRAPHIC SCALE



SCALE: 1" = 600'

PLANTATION OAKS OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-8881 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

REVISED 4-02-07

DRAWING TITLE

MASTER DEVELOPMENT PLAN

PAGE 1 OF 3

SHEET 9 OF 34

Packet Pg. 469

PLANTATION OAKS OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

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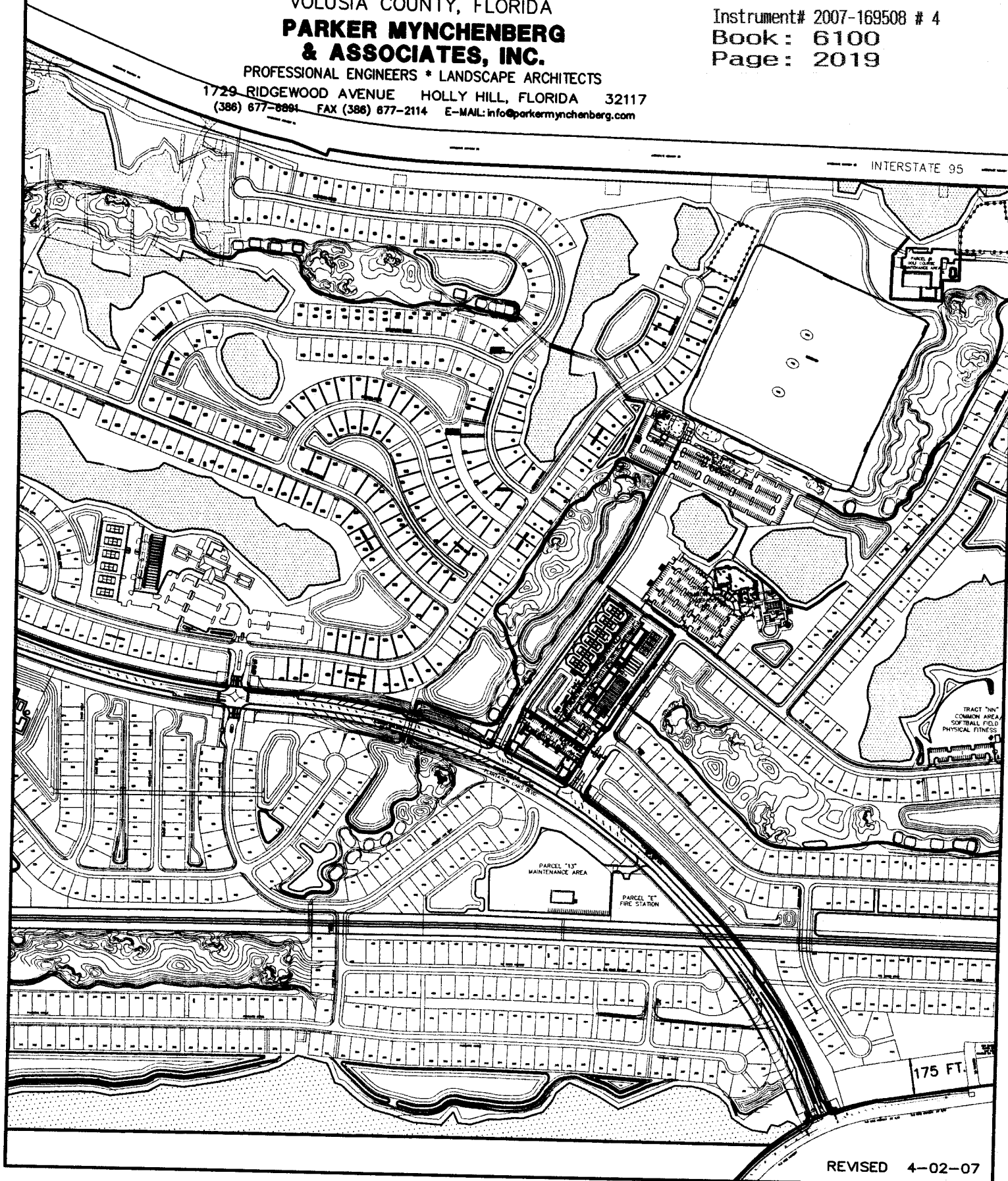
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PAGE 2 OF 3

Instrument# 2007-169508 # 4

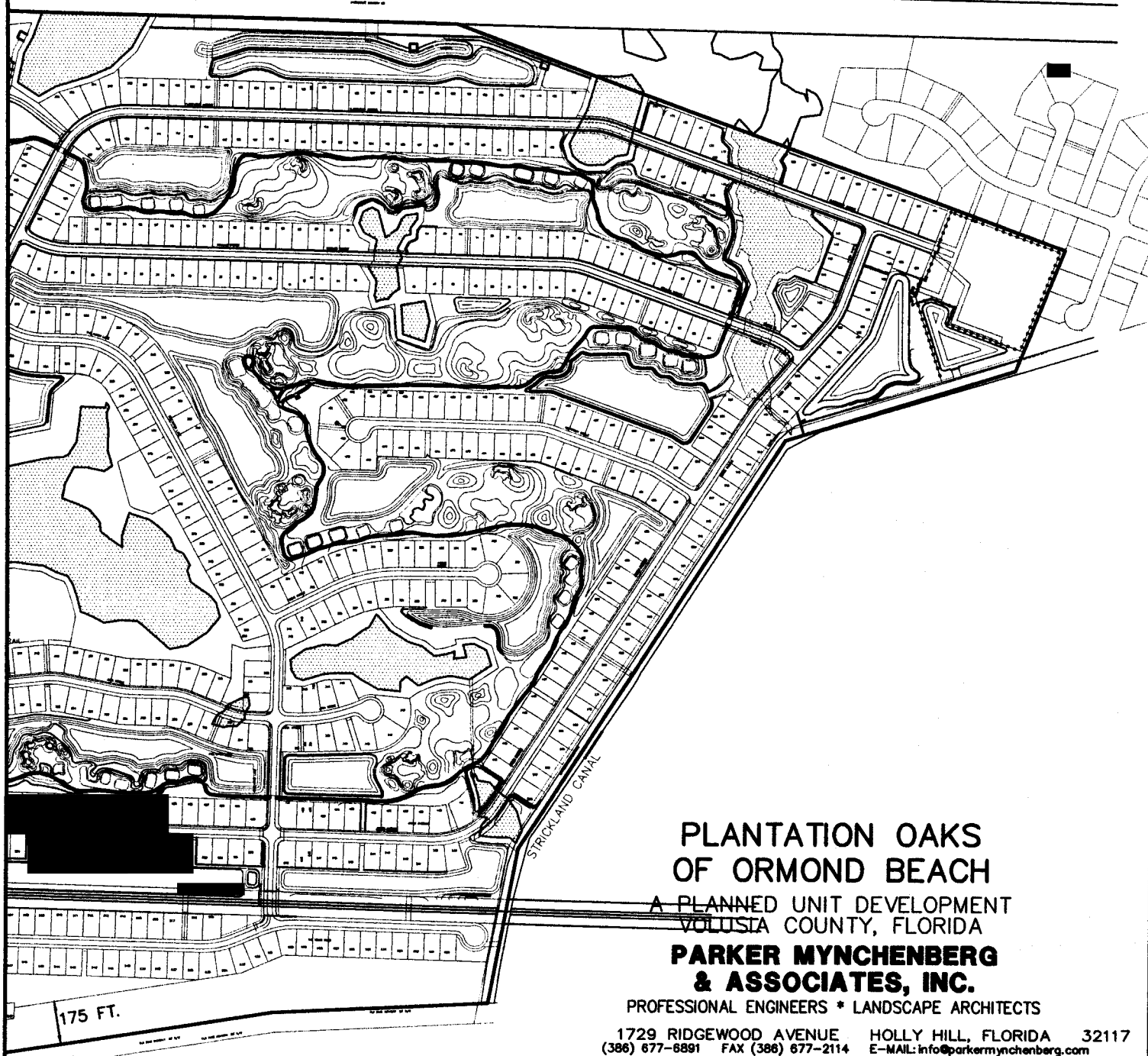
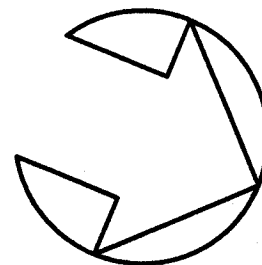
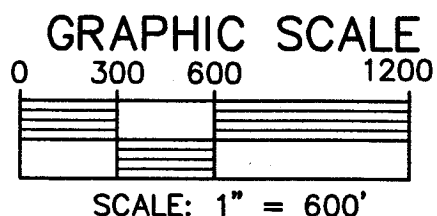
Book: 6100

Page: 2019



REVISED 4-02-07

Instrument# 2007-169508 # 5
Book: 6100
Page: 2020
Diane M. Matousek
Volusia County, Clerk of Court



**PLANTATION OAKS
OF ORMOND BEACH**

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS

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(386) 677-8891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

REVISED 4-02-07

PAGE 3 OF 3

DRAWING TITLE
MASTER DEVELOPMENT PLAN

August 12, 2008

**Volusia County
Staff (minor amendment)**

**Book 6268
Page 3768**

IN RE: APPLICATION OF PARKER MYNCHENBERG, MANAGING MEMBER
PLANTATION OAKS OF ORMOND BEACH, L.L.C.

MINOR AMENDMENT TO ORDER AND RESOLUTION NO. 2002-199
PLANTATION OAKS OF ORMOND BEACH RPUD

08/25/2008 10:43 AM
Instrument# 2008-8.A.d

Book: 6268

Page: 3768

Diane M. Matousek

Volusia County, Clerk of Court

Whereas, Section 813.06 of Volusia County Ordinance 80-8 provides for "Minor Amendments not altering the intent and purpose of an approved Planned Unit Development's (PUD) Overall Development Plan; and

Whereas, Parker Mynchenberg, Managing Member of Plantation Oaks of Ormond Beach, LLC, duly filed a request for a "Minor Amendment" to Order and Resolution No. 2002-199; and

Whereas, Page 7 of 36 4. (C) Phases of Development as referred to in the Development Agreement Book 4988, Pages 146, are revised as shown; and

Whereas, the Volusia County Director of Growth Management issued approval of such "Minor Amendment" by letter dated August 12, 2008, a copy of which is attached hereto and recorded herewith; the purpose of this Minor Amendment is to revise Page 7 of 36 4. (C) Phases of Development.

Now, therefore, Order and Resolution No. 2002-199 is hereby amended as follows:

To Revise Page 7 of 36 4. (C) (Recorded Page No. 146) PHASES OF DEVELOPMENT

PHASE	#UNITS	BEGIN CONSTRUCTION	COMPLETE CONSTRUCTION
1	669	2002 2006	2008 2012
2	414	2004 2009	2010 2014
3	494	2006 2015	2012 2016
TOTAL	1577		

Said action has caused the preceding to be recorded in the Public Records of Volusia County, Florida.

Done and Ordered by the Zoning Enforcement Official for Volusia County, Florida, this 18TH day of August 2008.

Volusia County Growth Management

By: Mary Robinson

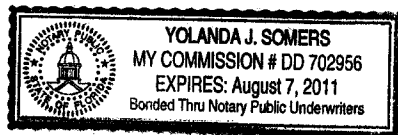
Mary Robinson, Director

STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me, the undersigned authority, this day personally appeared Mary Robinson, well known to me to be the Zoning Enforcement Official, and he/she/they acknowledge(s) executing the foregoing Minor Amendment Modification under authority duly vested in them by said County as such officers and for the uses and purposes expressed therein.

WITNESS my hand and official seal this 18TH day of August, 2008.

My Commission expires:



Yolanda J. Somers
Notary Public, State of Florida at Large

Plantation Oaks of Ormond Beach, LLC

By: Parker Mynchenberg

Parker Mynchenberg, P.E., Managing Member

STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me, the undersigned authority, this day personally appeared Parker Mynchenberg, well known to me to be the Managing Member, and he/she/they acknowledge(s) executing the foregoing Minor Amendment Modification under authority duly vested in them by said County as such officers and for the uses and purposes expressed therein.

WITNESS my hand and official seal this 20TH day of AUGUST, 2008

My Commission expires:



Sherri Bogatzki
Sherri Bogatzki, Notary Public, State of Florida at Large

September 23, 2009

Volusia County
Staff (minor amendment)

Book 6407
Pages 456-477

IN RE: APPLICATION OF PARKER MYNCHENBERG, MANAGING MEMBER
PLANTATION OAKS OF ORMOND BEACH, L.L.C.MINOR AMENDMENT TO ORDER AND RESOLUTION NO. 2002-199
PLANTATION OAKS OF ORMOND BEACH RPUD10/15/2009 11:07 AM
Instrument# 2009-192506 # 1
Book: 6407
Page: 456

Whereas, Section 813.06 of Volusia County Ordinance 80-8 provides for "Minor Amendments not altering the intent and purpose of an approved Planned Unit Development's (PUD) Overall Development Plan; and

Whereas, Parker Mynchenberg, Managing Member of Plantation Oaks of Ormond Beach, LLC, duly filed a request for a "Minor Amendment" to Order and Resolution No. 2002-199; and

Whereas, Exhibit B, Preliminary Plan, Sheets 3-5 of 34, and 9-23 of 34, referred to in the Development Agreement Book 4988, Pages 179 through 181, and 185-198 are revised as shown; and

Whereas, the Applicant would like to provide a regional wastewater treatment plant site to Volusia County at the NW corner of the PUD; and

Whereas, the Volusia County Director of Growth and Resource Management Department issued approval of such "Minor Amendment" by letter dated Sept. 23, 2009, a copy of which is attached hereto and recorded herewith; the purpose of this Minor Amendment is to revise Exhibit B, Preliminary Plan.

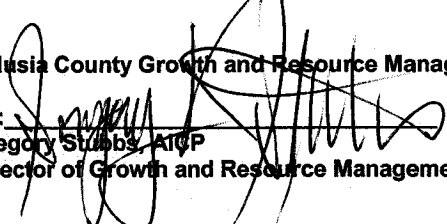
Now, therefore, Order and Resolution No. 2002-199 is hereby amended as follows:

Exhibit B, Preliminary Plan, Sheets 3-5 of 34 and 9-23 of 34 is revised per attached revised Exhibit "B", dated 5-01-09 to locate a regional wastewater treatment facility on the NW corner of the PUD and relocate twelve (12) single family lots from Unit 1A to Unit 2.

Said action has caused the preceding to be recorded in the Public Records of Volusia County, Florida.

Done and Ordered by the Director of Growth and Resource Management Department for Volusia County, Florida, this 7TH day of October 2009.

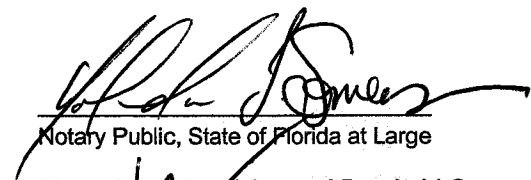
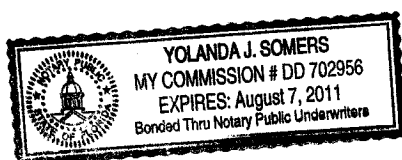
Volusia County Growth and Resource Management

By: 
Gregory Stubbs, AICP
Director of Growth and Resource ManagementSTATE OF FLORIDA
COUNTY OF VOLUSIA

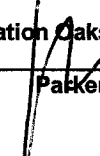
Before me, the undersigned authority, this day personally appeared Gregory Stubbs, AICP, well known to me to be the Director of Growth and Resource Management Department, and he/she/they acknowledge(s) executing the foregoing Minor Amendment Modification under authority duly vested in them by said County as such officers and for the uses and purposes expressed therein.

WITNESS my hand and official seal this 7TH day of October, 2009.

My Commission expires:


Notary Public, State of Florida at Large

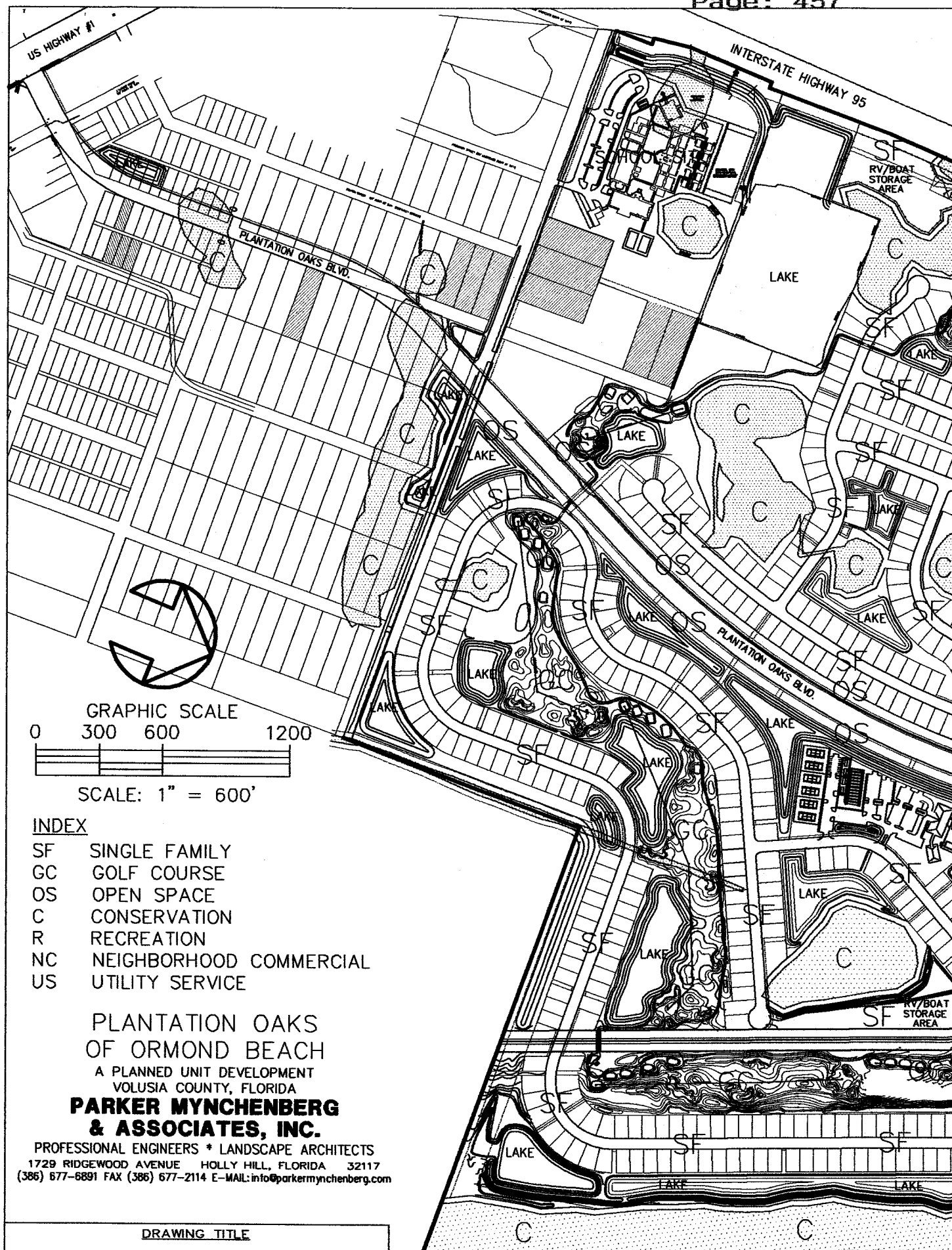
Plantation Oaks of Ormond Beach, LLC

By: 
Parker Mynchenberg, Managing MemberSTATE OF FLORIDA
COUNTY OF VOLUSIA

Before me, the undersigned authority, this day personally appeared Parker Mynchenberg, well known to me to be the Managing Member of Plantation Oaks of Ormond Beach, LLC, and he/she/they acknowledge(s) executing the foregoing Minor Amendment Modification under authority duly vested in them by said County as such officers and for the uses and purposes expressed therein.

WITNESS my hand and official seal this 28TH day of May, 2009


Sherri Bogatzki, Notary Public, State of Florida at Large



INDEX

SF SINGLE FAMILY
GC GOLF COURSE
OS OPEN SPACE
C CONSERVATION
R RECREATION
NC NEIGHBORHOOD COMMERCIAL
US UTILITY SERVICE

**PLANTATION OAKS
OF ORMOND BEACH**

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

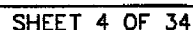
**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

DRAWING TITLE

ANNOTATED LAND USE PLAN

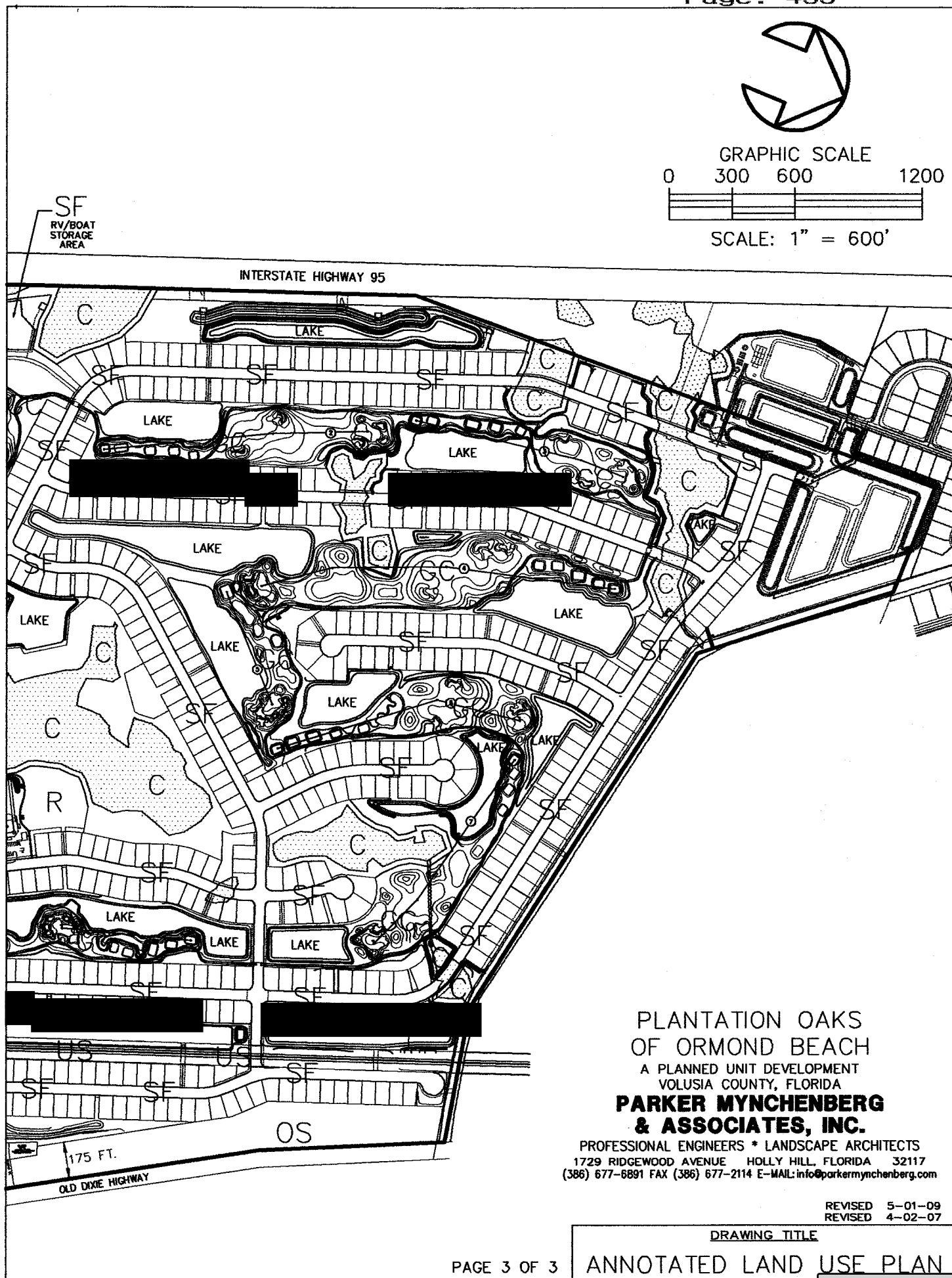
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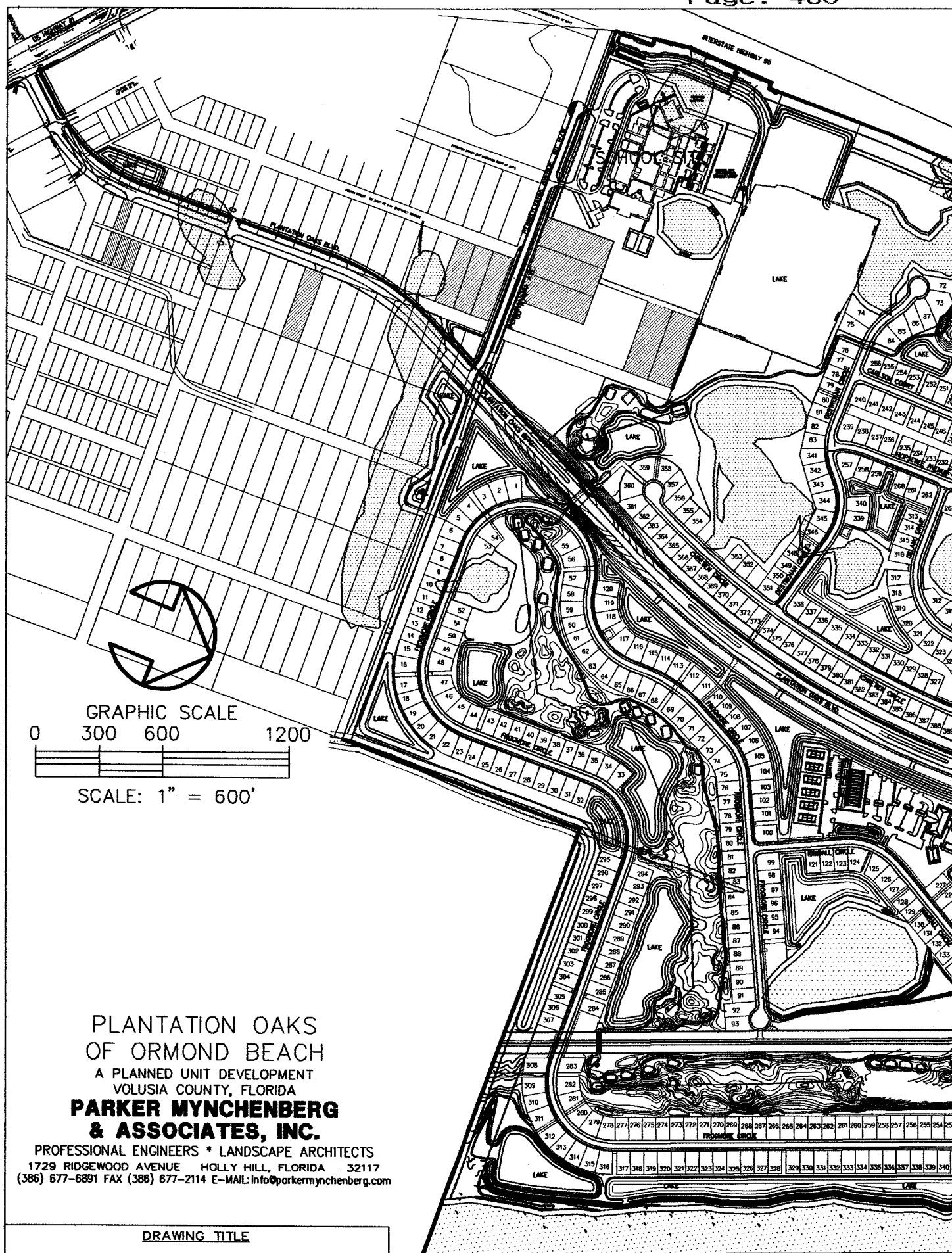
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PLANTATION OAKS
OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS

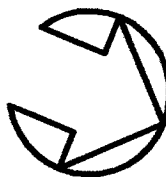
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117

(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

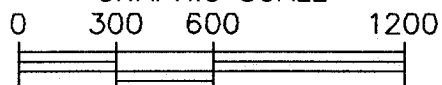
PAGE 2 OF 3

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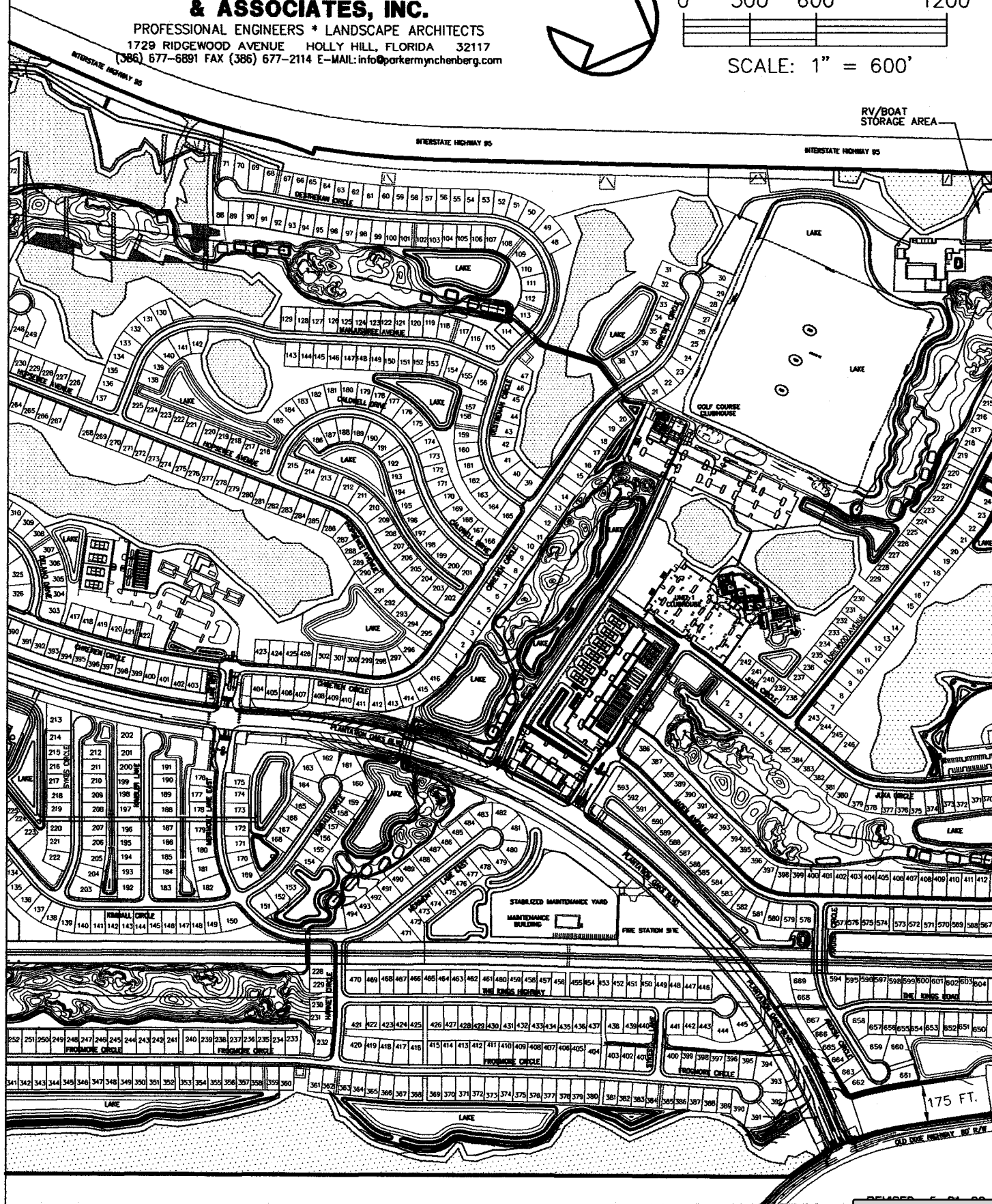
MASTER DEVELOPMENT PLAN



GRAPHIC SCALE



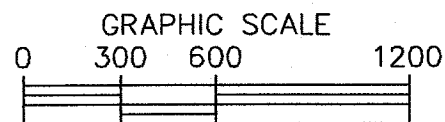
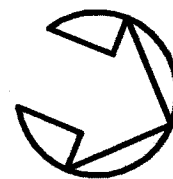
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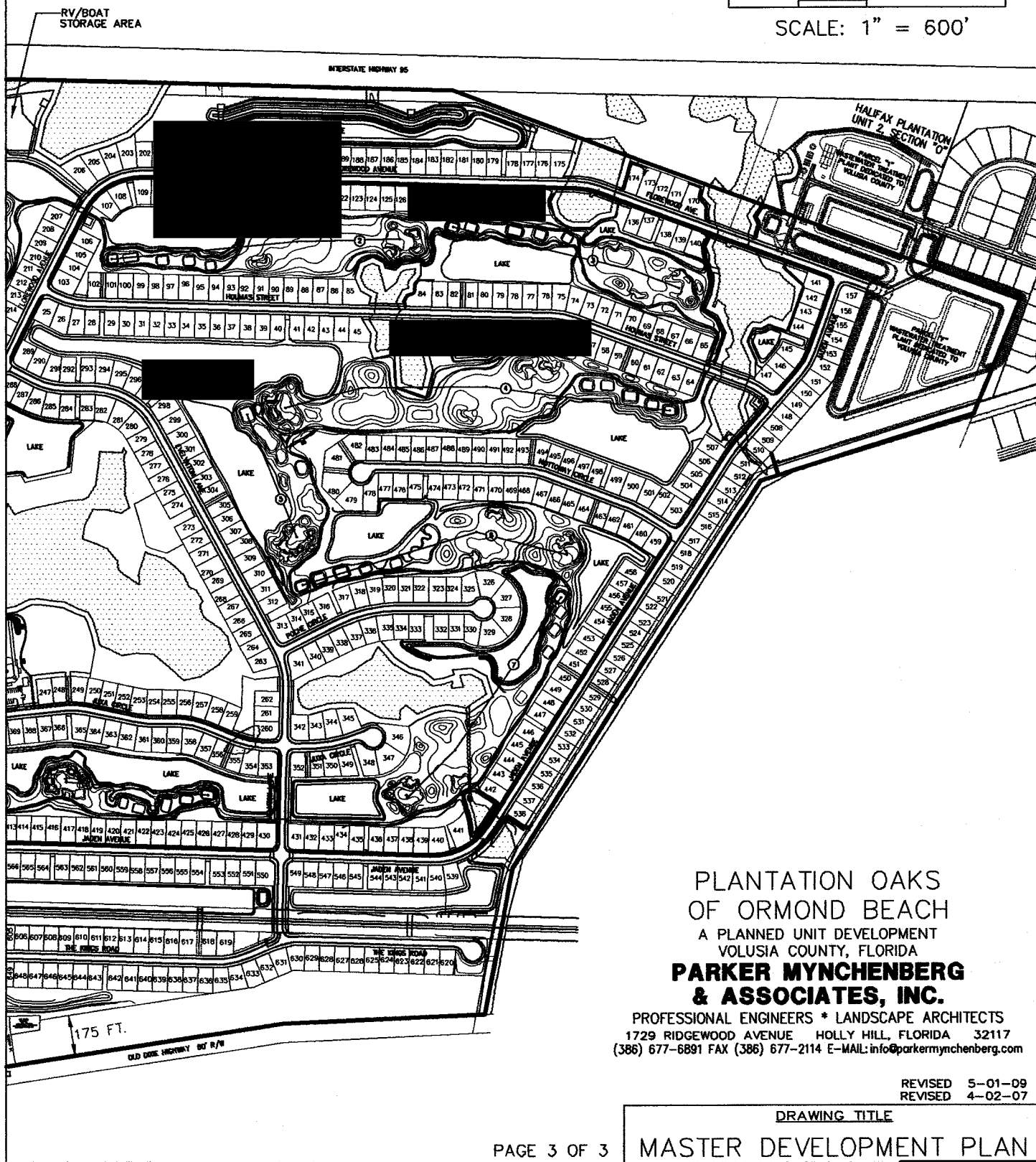
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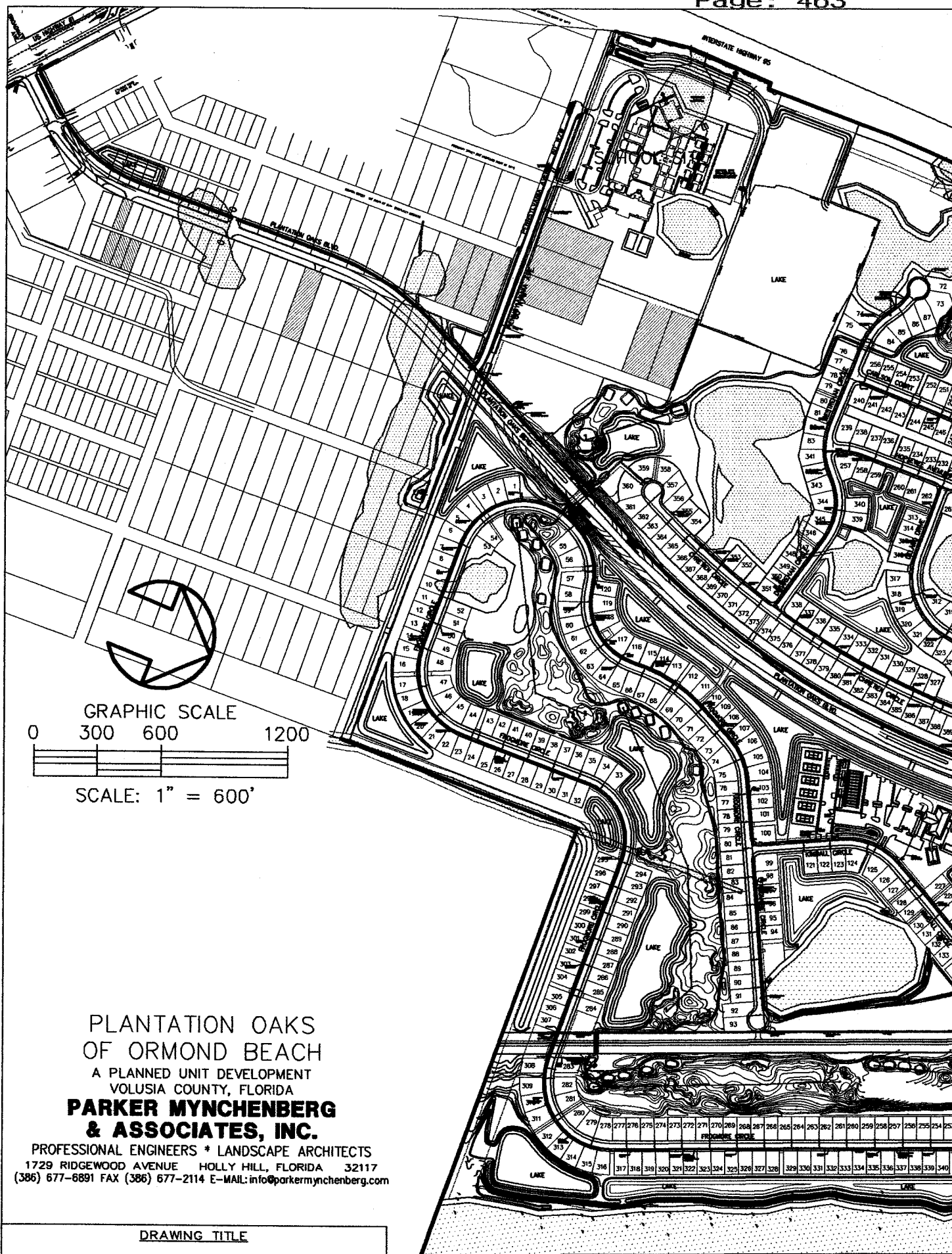
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DRAWING TITLE

MASTER WATER PLAN

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PLANTATION OAKS
OF ORMOND BEACH

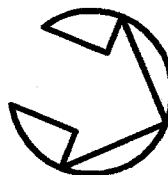
A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

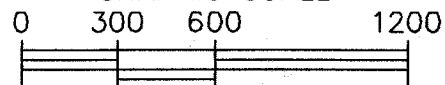
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS

1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117

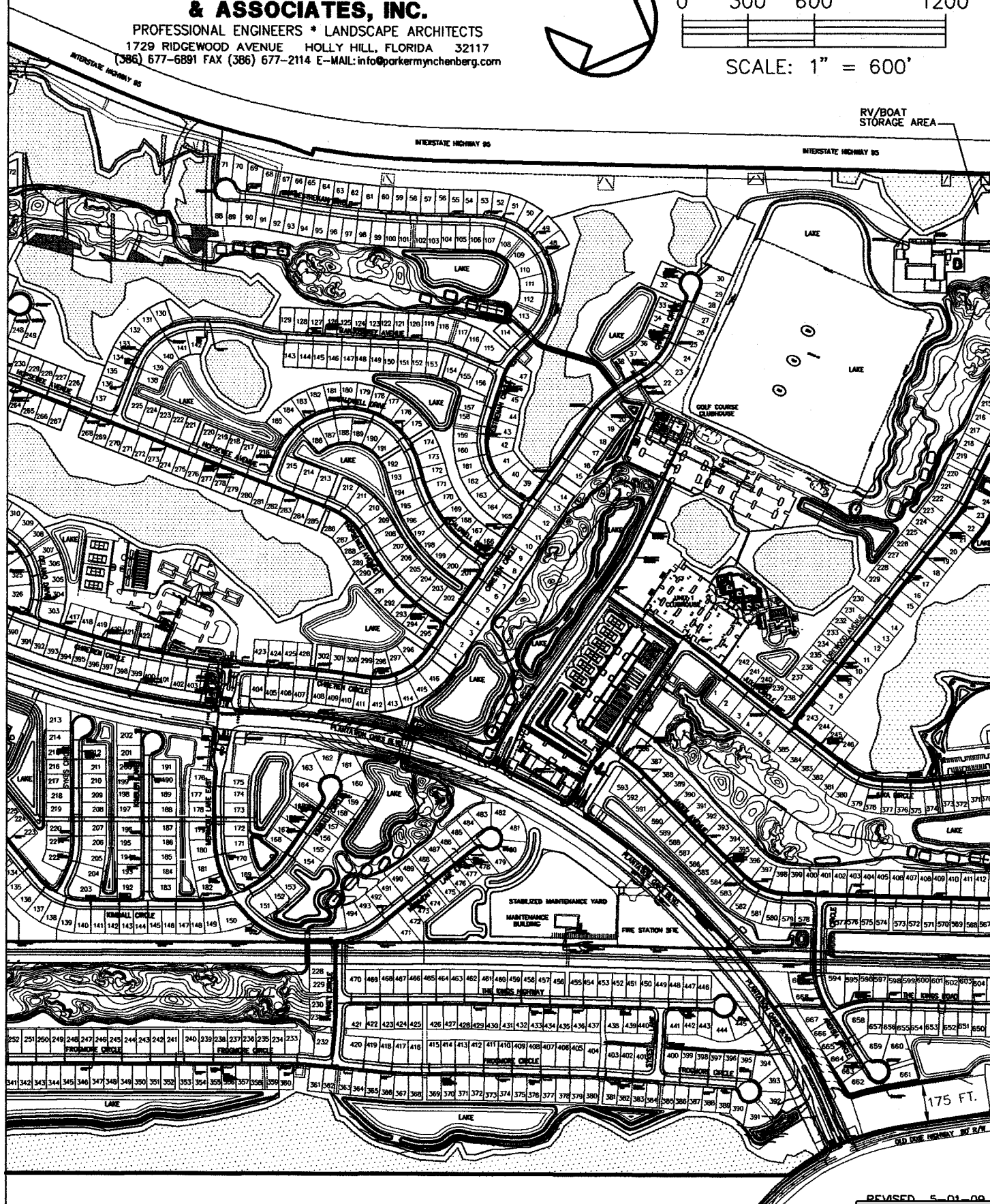
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com



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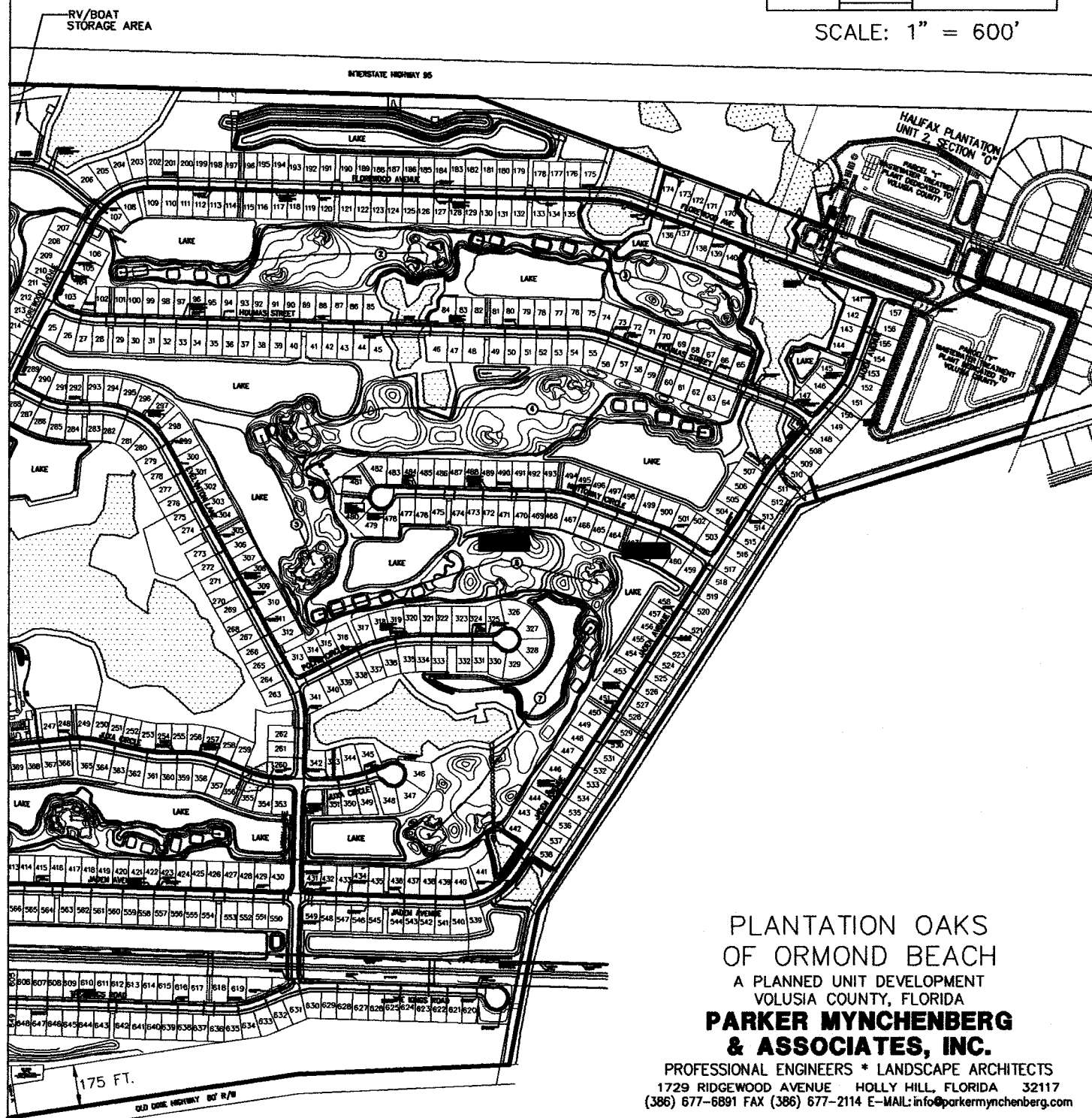
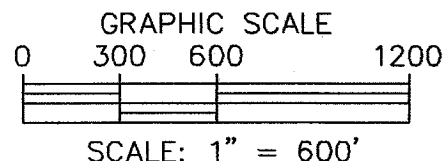
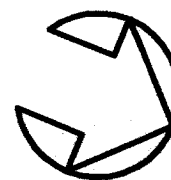
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Instrument# 2009-192506 # 10

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PLANTATION OAKS
OF ORMOND BEACH
A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA
**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

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REVISED 5-01-09
REVISED 4-02-07

DRAWING TITLE

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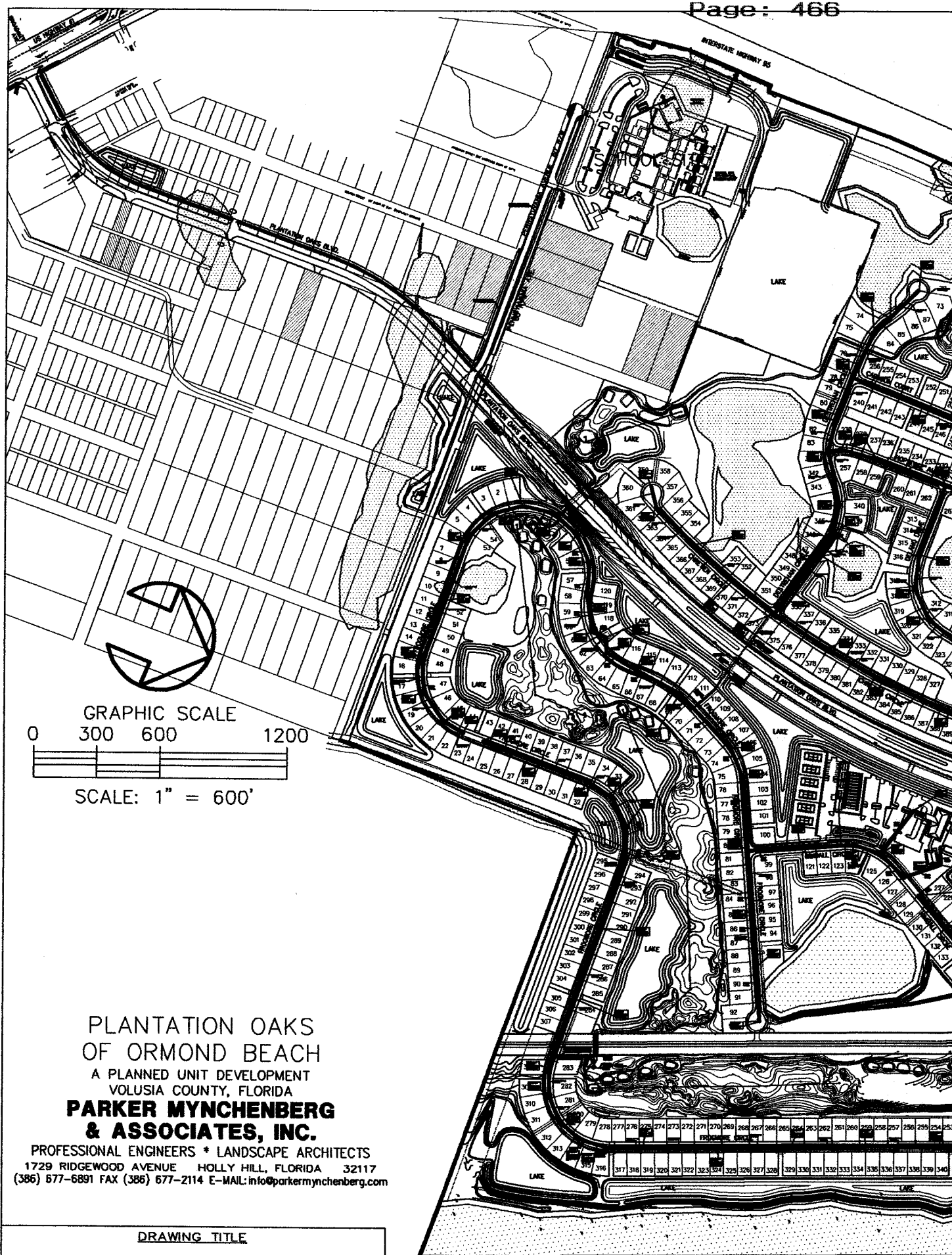
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PLANTATION OAKS OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

PARKER MYNCHENBERG & ASSOCIATES, INC.

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
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DRAWING TITLE

MASTER SEWER PLAN

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REVISED 5-01-09

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Instrument# 2009-192506 # 12
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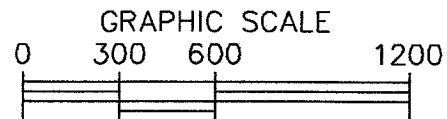
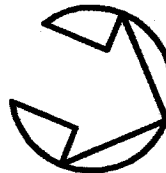
PLANTATION OAKS
OF ORMOND BEACH

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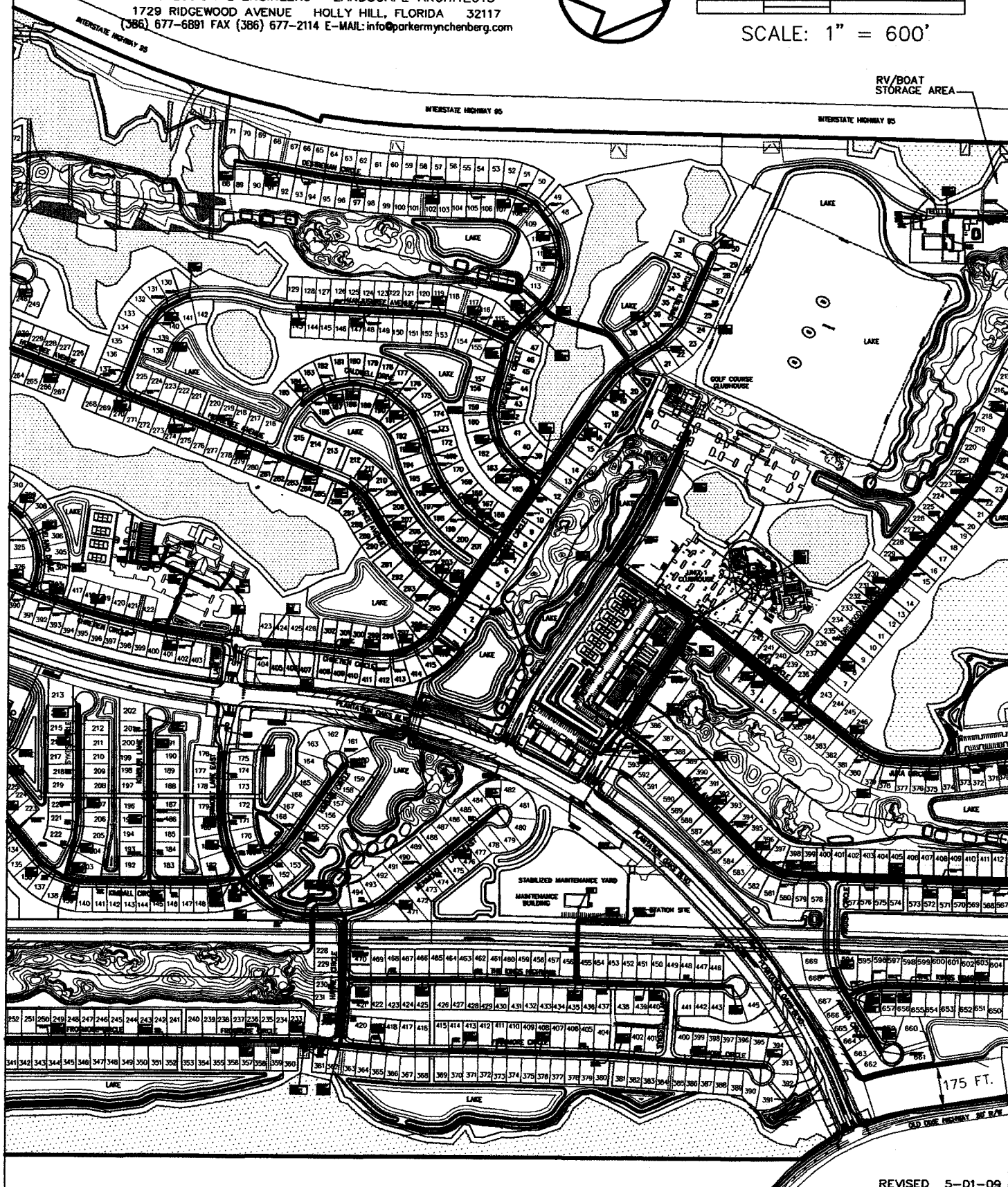
MASTER SEWER PLAN

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA
**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

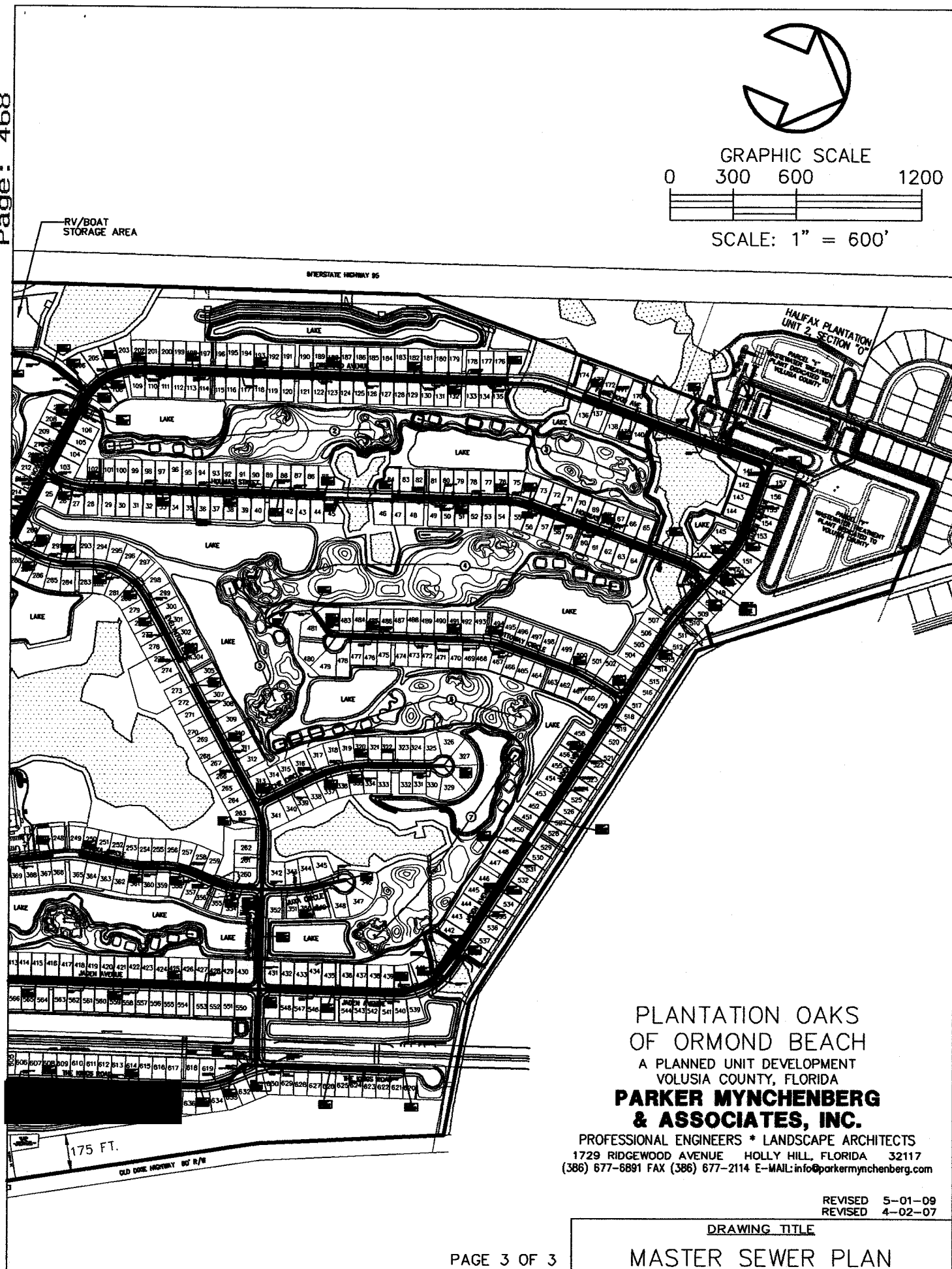
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
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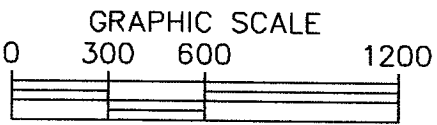
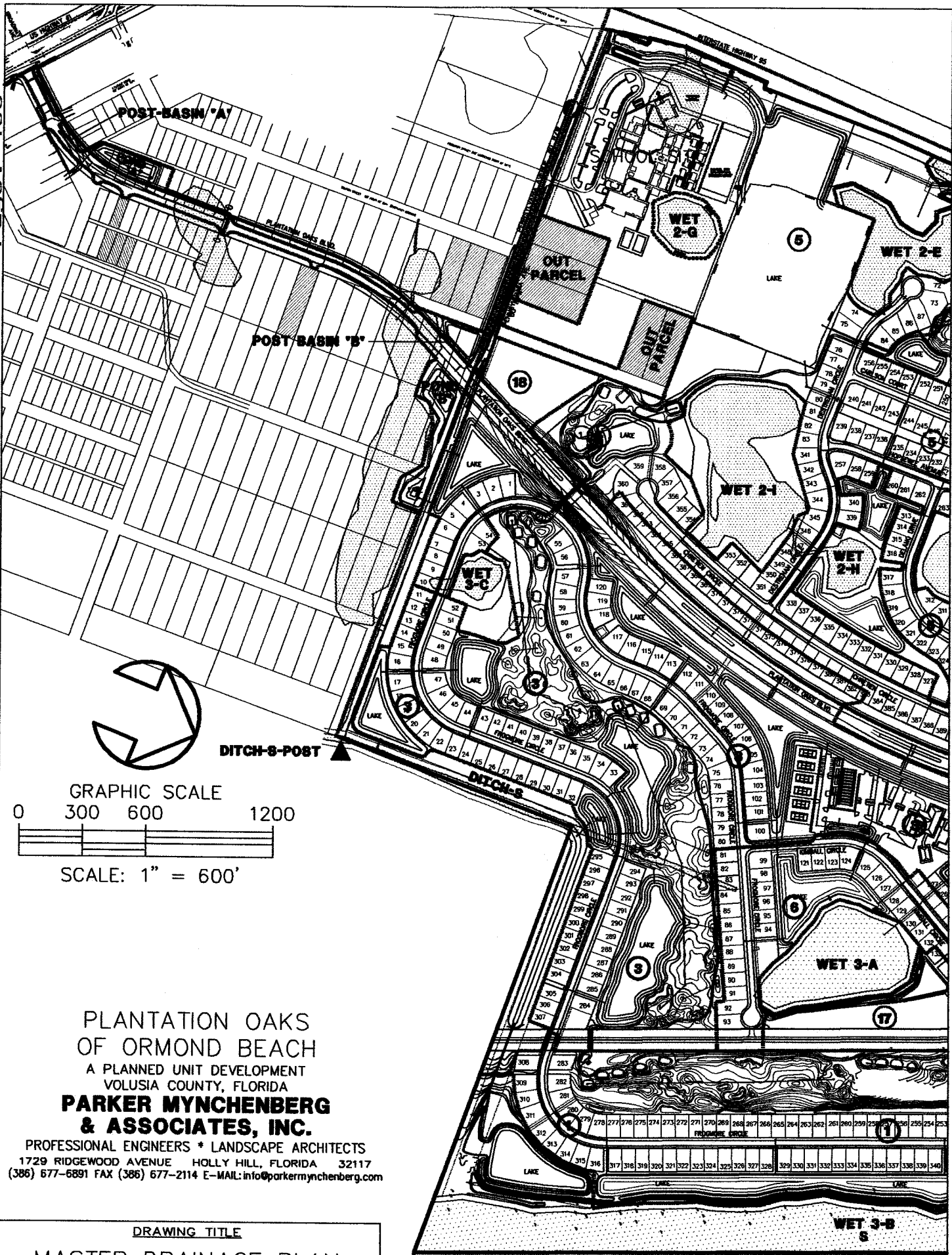
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Instrument# 2009-192506 # 14
Book: 6407
Page: 469



SCALE: 1" = 600'

PLANTATION OAKS
OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

DRAWING TITLE
MASTER DRAINAGE PLAN

Instrument# 2009-192506 # 15
Book: 6407
Page: 470

PLANTATION OAKS
OF ORMOND BEACH

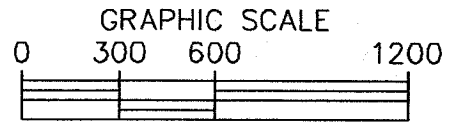
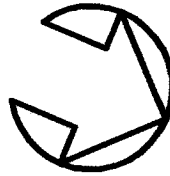
A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

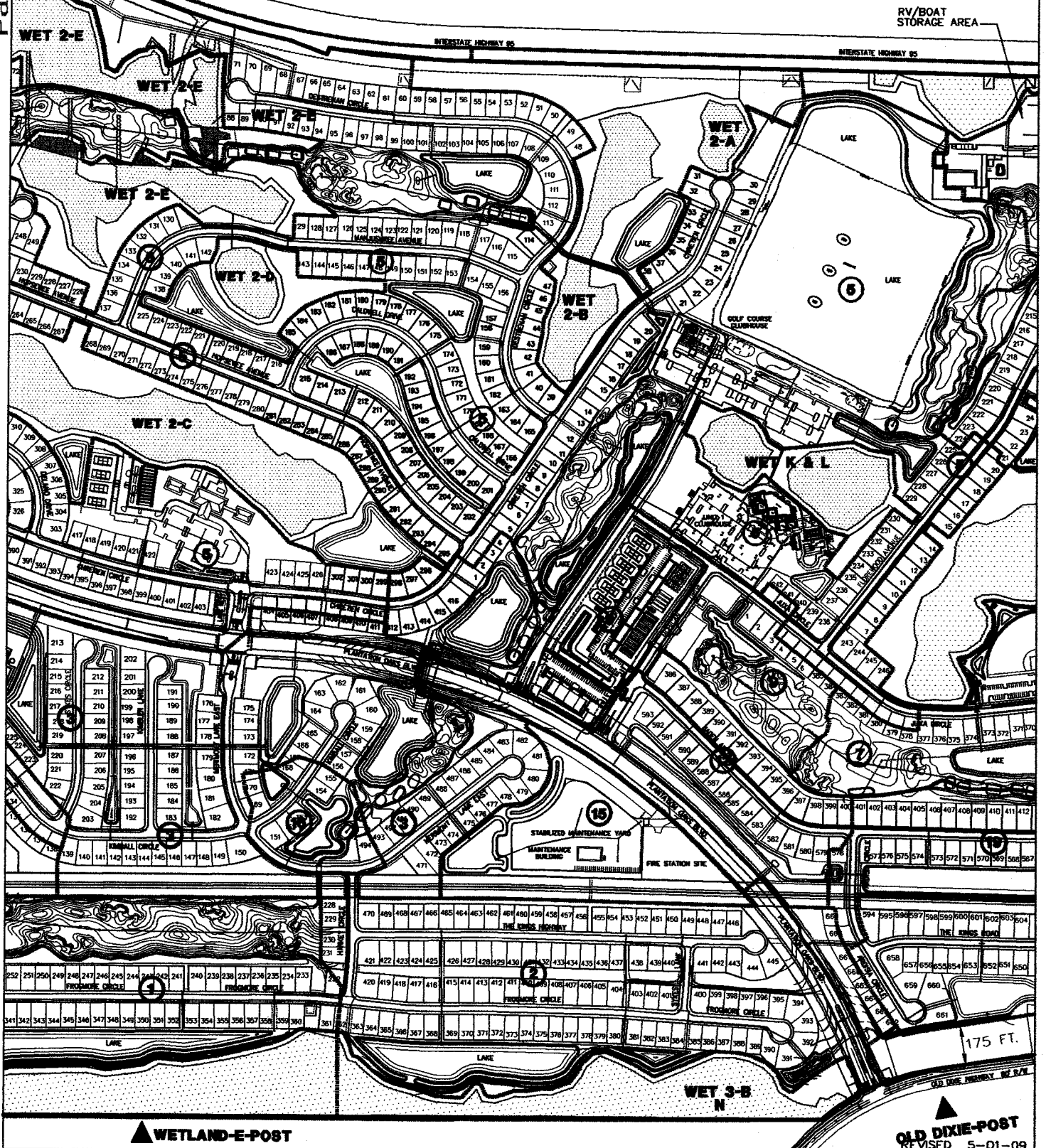
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

PAGE 2 OF 3

DRAWING TITLE
MASTER DRAINAGE PLAN



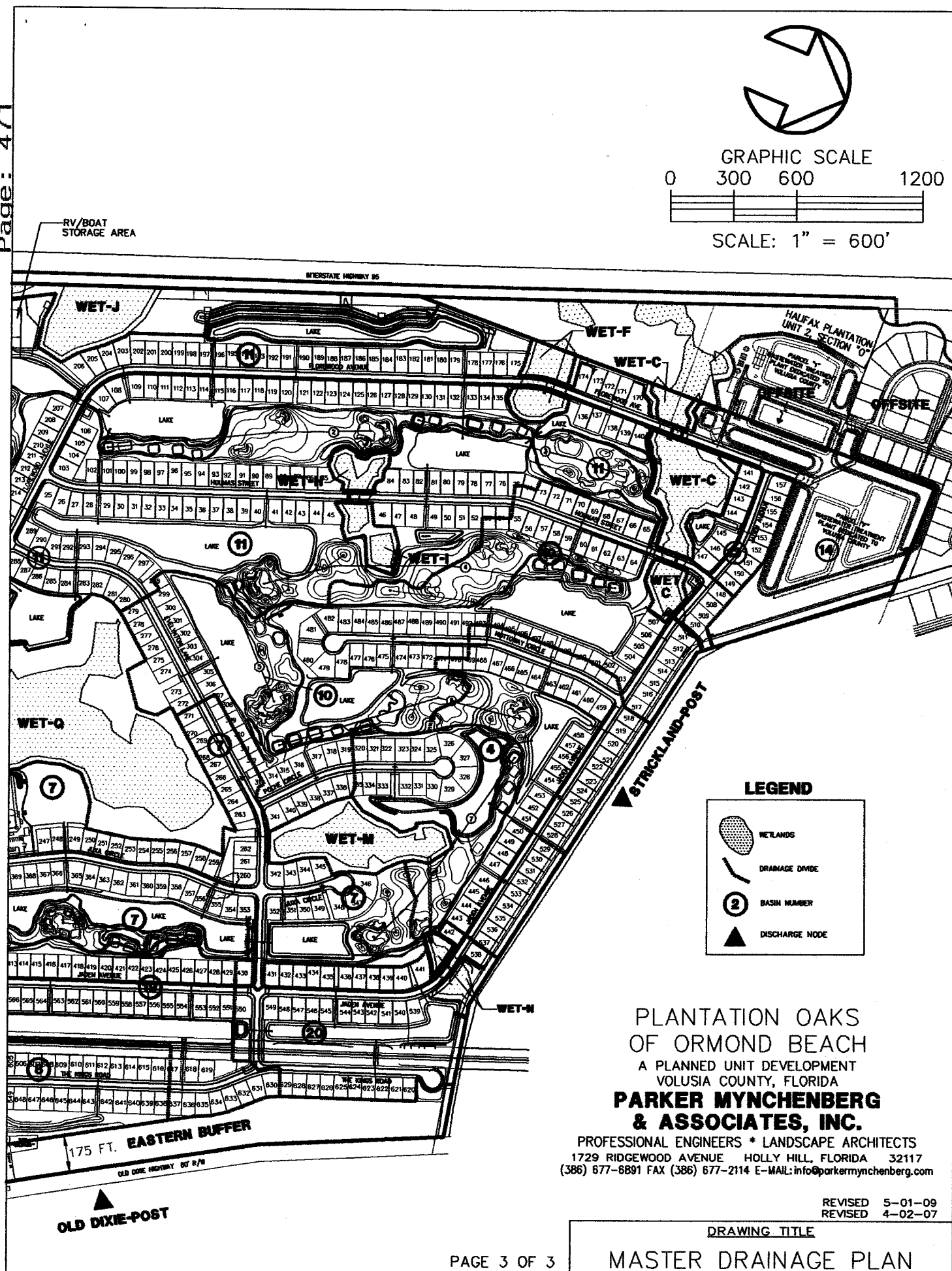
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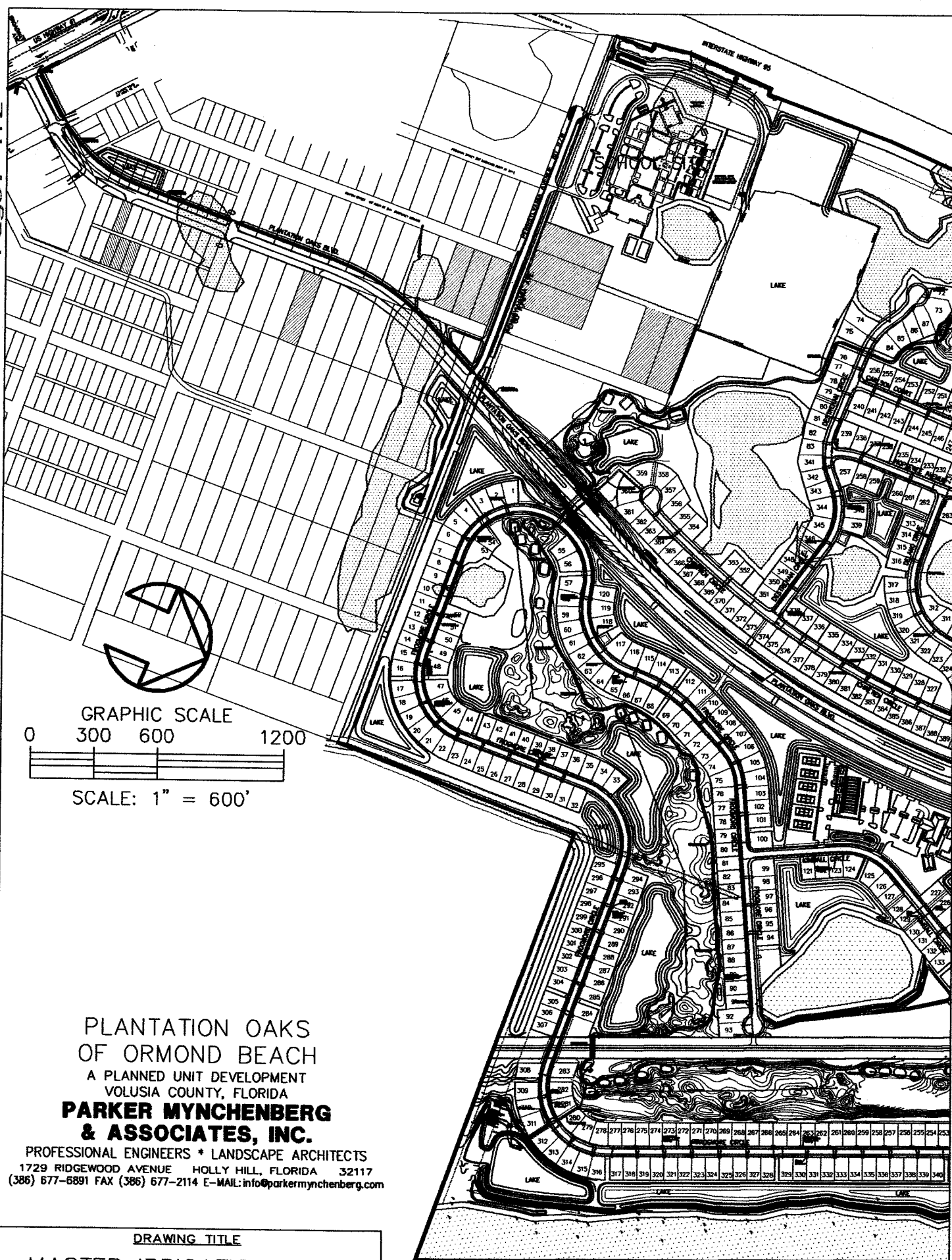
▲ WETLAND-E-POST

OLD DIXIE-POST
REVISED 5-01-09

Instrument# 2009-192506 # 16
Book: 6407
Page: 471



Instrument# 2009-192506 # 17
Book: 6407
Page: 472



Instrument# 2009-192506 # 18
Book: 6407
Page: 473

PLANTATION OAKS
OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

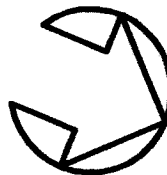
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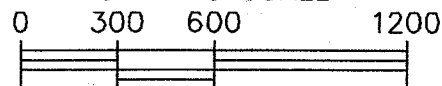
PAGE 2 OF 3

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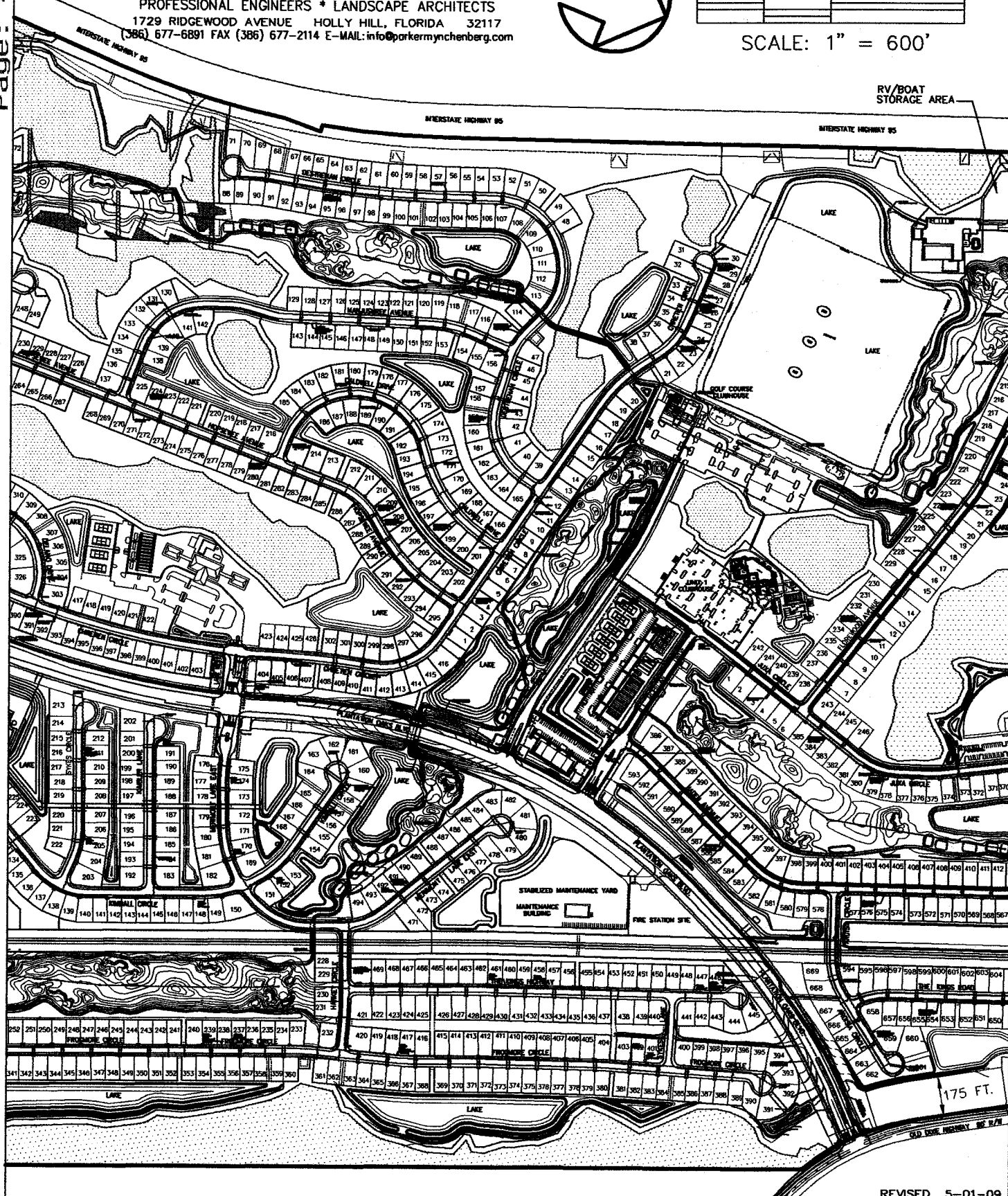
MASTER IRRIGATION PLAN



GRAPHIC SCALE



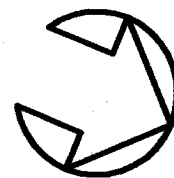
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REVISED 5-01-09

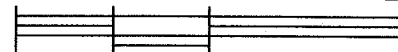
Packet Pg. 492

Instrument# 2009-192506 # 19
Book: 6407
Page: 474

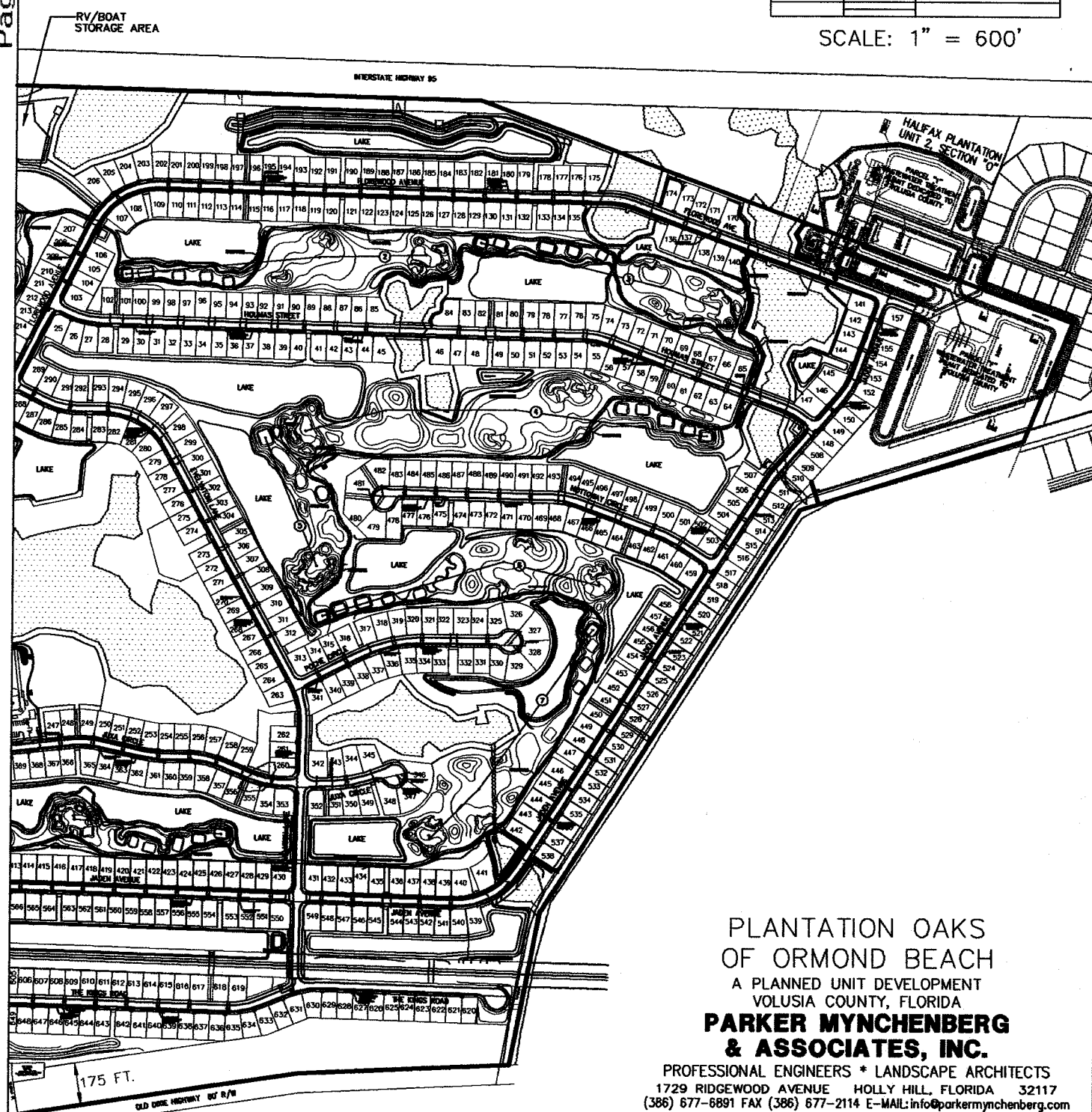


GRAPHIC SCALE

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SCALE: 1" = 600'



**PARKER MYNCHENBERG
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REVISED 4-02-07

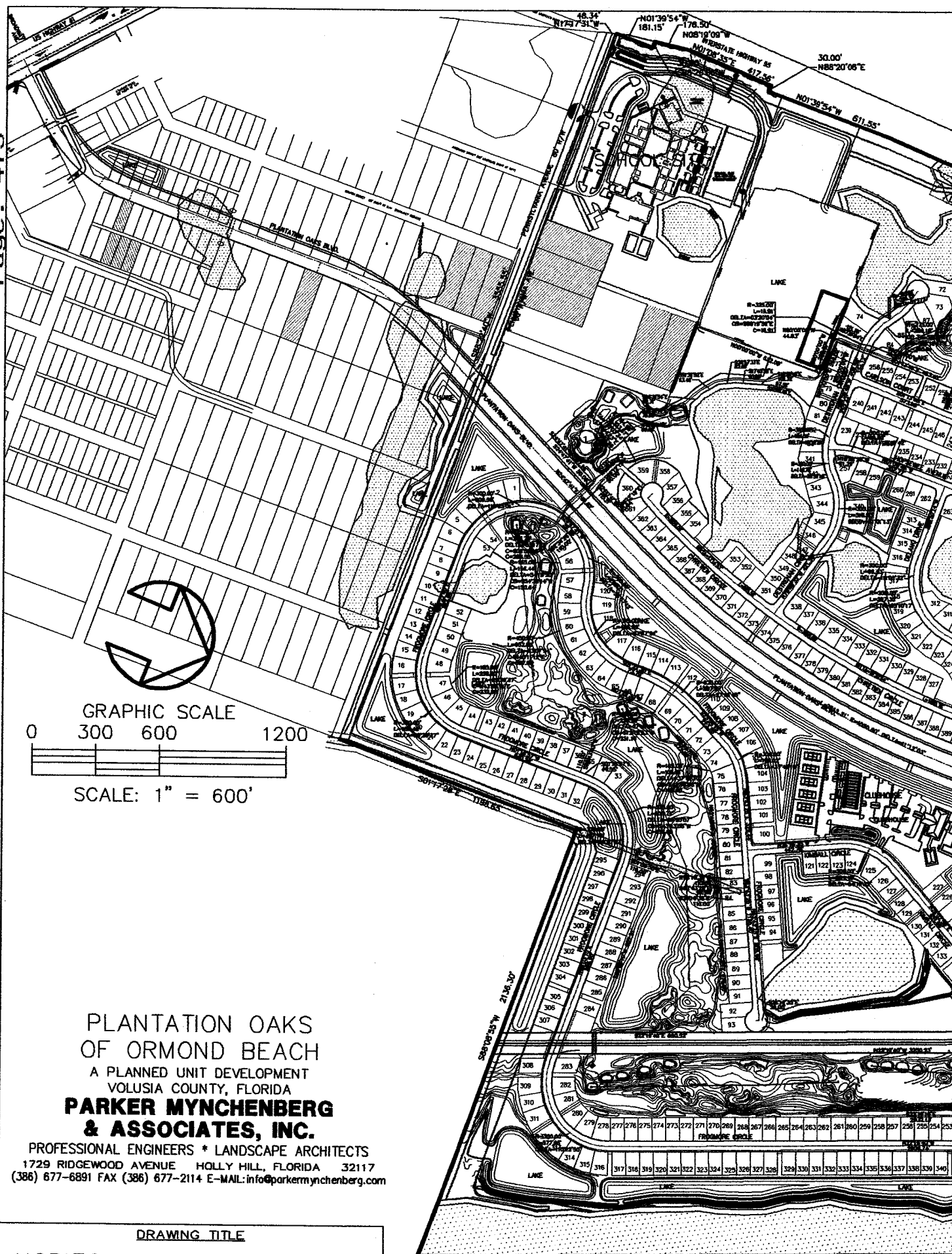
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PAGE 3 OF 3

MASTER IRRIGATION PLAN

Packet Pg. 493

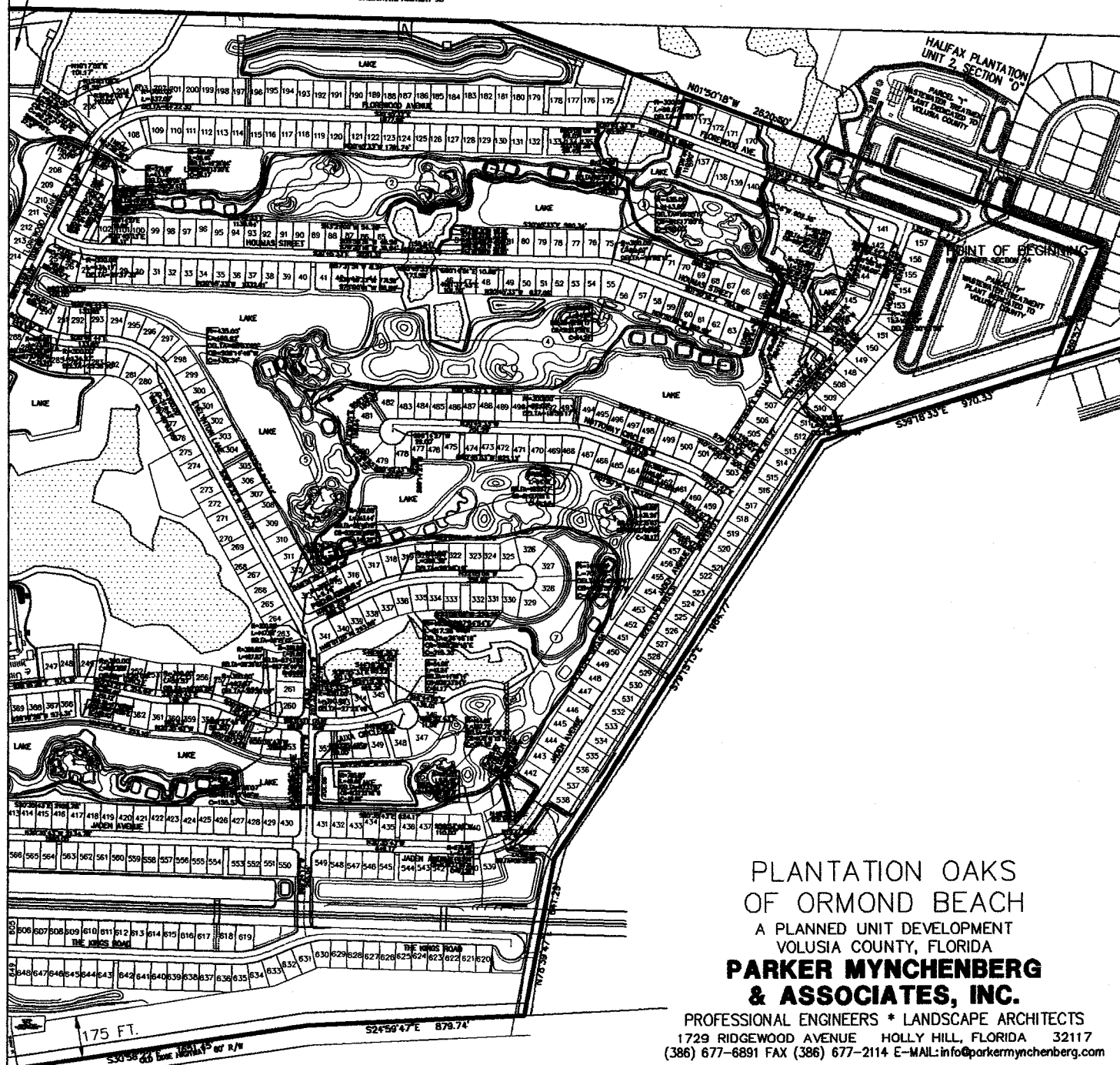
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Book: 6407
Page: 475



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—RV/BOAT
STORAGE AREA

INTERSTATE HIGHWAY 95

PLANTATION OAKS OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

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DRAWING TITLE

PAGE 3 OF 3

HORIZONTAL CONTROL PLAN

SHEET 34 OF 34

Packet Pg. 496

January 19, 2012

**Volusia County
County Council**

Resolution 2012-24

**Book 6674
Pages 2025-2069**

PUD DEVELOPMENT AGREEMENT
IN THE COUNTY COUNCIL OF THE
COUNTY OF VOLUSIA FLORIDA

IN RE: Application #PUD-11-068 for

PLANTATION OAKS OF ORMOND BEACH L.L.C.

RESOLUTION # 2012-24

ORDER AND RESOLUTION
GRANTING RESTATEMENT AND AMENDMENT OF THE
PLANTATION OAKS OF ORMOND BEACH
PLANNED UNIT DEVELOPMENT
(RPUD)

The original application of Plantation Oaks of Ormond Beach, L.L.C., hereinafter, Applicant for rezoning was heard by and before the Volusia County Council, Volusia County, Florida, on November 21, 2002. The original document was executed December 12, 2002, and recorded at Book 4988, Page 140, et seq., in the Public Records of Volusia County, Florida. Subsequent to execution of the original RPUD Agreement, a minor amendment allowing modification of the phasing schedule was approved by the staff on August 18, 2008, and recorded at Book 6268, Page 3768, et. Seg., in the Public Records of Volusia County , Florida. The Owner of the property, which is subject to the original RPUD Agreement and Minor Amendments thereto on October 4, 2011, filed an application to amend the terms of agreement for the Plantation Oaks of Ormond Beach Planned Unit

Development (RPUD). Based upon the verified Application and other supporting documents, maps, charts, overlays, other evidence and instruments; the advice, report, and recommendations of the Growth and Resource Management Department, Legal, and other Departments and agencies of Volusia County; and the testimony adduced and evidence received at the Public Hearing on this Application by the Planning and Land Development Regulation Commission on December 13, 2011, and otherwise being fully advised, the Volusia County Council does hereby find and determine as follows:

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GENERAL FINDINGS

A. That the application of Plantation Oaks of Ormond Beach L.L.C. was duly and properly filed herein on October 4, 2011, as required by law.

B. That all fees and costs, which are by, law, regulation or Ordinance required to be borne and paid by the Applicant have been paid.

C. That the Applicant is the Owner of a 1,033.75-acre parcel of land which is situated in Volusia County, as previously described in Exhibit "A" to Order and Resolution No. 2002-199, and remains in full force and effect.

D. That the Applicant has held a pre-application meeting as required by Chapter 72, County Code of Ordinances, as amended.

E. That the Applicant has complied with the Due Public Notice requirements of the Chapter 72, County Code of Ordinances, as amended.

F. That the owner of the property agrees with the provisions of the Development Agreement.

FINDINGS REGARDING REZONING

A. That the Applicant has applied for an amendment of Resolution No. 2002-199 Plantation Oaks Planned Unit Development (RPUD) recorded at Book 4988, Page 140, at Book 6100, Page 2016, Book 6268, Page 3768, and at Book 6407, Page 456, in the Public Records of Volusia County, Florida.

B. That the said amendment to the RPUD is consistent with the National Gardens Trust Development of Regional Impact Development Order, the Volusia County Comprehensive Plan ("comprehensive plan"), and the intent and purpose of the Zoning Ordinance of Volusia County, Florida ("zoning code"), as codified in article II of chapter 72, Code of Ordinances, County of Volusia, and does promote the public health, safety, morals, general welfare and orderly growth of the area affected by the rezoning request.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE COUNTY ADMINISTRATION CENTER, COUNTY COUNCIL MEETING ROOM, DELAND, FLORIDA, THIS 19TH DAY OF JANUARY, A.D. 2012, AS FOLLOWS:

C. That the Application of Plantation Oaks of Ormond Beach L.L.C. for the amendment of the Plantation Oaks RPUD Resolution No. 2002-199, is hereby granted.

D. That the zoning classification of the subject parcel will remain RPUD as described in zoning code, as amended.

E. With respect to any conflict between the zoning code and this Order and Resolution, the provisions of this Order and Resolution shall govern. The zoning code shall govern with respect to any matter not covered by this Order and Resolution. The Volusia County zoning enforcement official will ensure compliance with this Order and Resolution.

F. Unless otherwise provided for herein, Division 7 Classifications and Division 8, Supplementary Regulations of the zoning code, as amended, shall apply to the RPUD in the same manner as the R-5 zoning classification for the single family standard and zero lot line villas areas, MH-1 zoning classification for the mobile home areas and the B-2 zoning classification for the non-residential areas.

G. Unless otherwise provided in paragraph E, nothing in this Order and Resolution shall abridge the requirements of the Code of Ordinances, County of Volusia. Timing and review procedures contained in this Order and Resolution may be modified to comply with the Land Development Code of Volusia County, Florida, as codified in article III of chapter 72, Code of Ordinances, County of Volusia ("land development code").

DEVELOPMENT AGREEMENT

A. DEVELOPMENT CONCEPT - The property shall be developed as an RPUD, substantially in accordance with the Master Development Plan. The Master Development Plan shall govern the development of the property as an RPUD and shall regulate the future land use of this parcel. The parcel size is 1033.75 acres. The maximum number of dwellings proposed is 1577 units. The Development concept is based on a three phase Development with each phase divided into sub-phases. Each lot designated on the Preliminary Plan will include a single-family dwelling units and accessory structures. The Development will be an adult community with a minimum of 80% of the residents 55 years or older. Individual lots for single-family homes will be sold to the owner of the single family home. Individual sites for mobile homes will be leased to the owners of mobile homes.

1. Master Development Plan. The Master Development Plan shall consist of the Preliminary Plan prepared by Parker Mynchenberg & Associates, Inc., dated July 2, 2002, and revised October 31, 2002, and this Amended and Restated Development Agreement. The Preliminary Plan was previously approved and incorporated as Exhibit "B" in Order and Resolution No. 2002-199 and amendment recorded in OR Book 6407, Page 456, in the Public Records of Volusia County, Florida, and remains in full force and effect by reference. The Master Development Plan was filed and retained for public inspection in the Growth and Resource Management Department and it constitutes a supplement to the Official Zoning Map of Volusia County.

2. Amendments. All amendments of the Master Development Plan, other than those deemed by the Zoning Enforcement Official to be minor amendments, in accordance with section 72-289 of the zoning code, shall require the review and recommendation of the Planning and Land Development Regulation Commission and action by the Volusia County Council in the same manner as a rezoning of the parcel.

3. Subdivision Approval. Some areas of the parcel will be kept in uniform ownership and dedicated to mobile home single-family dwelling units. Other areas of the parcel may be subdivided and dedicated to traditional single-family homes. The areas to be kept in unified ownership shall obtain final site plan approval before development commences. The areas to be subdivided shall be submitted for review and approval in the manner required by Division 2 of the land development code, as amended.

4. Final Plan Approval. Prior to issuance of any permits for construction, including clearing and landfill, a Final Site Plan for the area planned to be developed shall be prepared and submitted for review and approval in the manner required by Division 3 land development code, as amended.

B. UNIFIED OWNERSHIP - The Applicant or his successors shall maintain unified ownership of the subject parcels. Applicant may subdivide a portion of the parcel and shall maintain unified ownership until after issuance of the Final Site Plan Development Order and/or recording of a Final Plat.

C. PHASES OF DEVELOPMENT - Phasing of the project is indicated on Sheet 6 of 34 of Preliminary Plan entitled Preliminary Phasing Plan, attached as Exhibit "B" to Order and Resolution No. 2002-199, and remains in full force and effect by reference. The following is a breakdown of the proposed phases by number of units and construction completion.

PHASE	# UNITS	BEGIN CONSTRUCTION	COMPLETE CONSTRUCTION
1	669	2012	2018
2	414	2015	2021
3	494	2021	2025
TOTAL	1,577		

The above schedule is estimated. The phasing and construction may be accelerated due to market demands or concurrent construction of phases. All land use/improvements assigned to each phase as referenced on the Preliminary Plan, Exhibit "B", to Order and Resolution No. 2002-199 shall be provided.

D. LAND USES WITHIN THE PUD - The development of the parcel shall be consistent with the uses prescribed for each area within the proposed RPUD. The location and size of said land use areas are shown on Sheet 1 of 9 of Preliminary Plan entitled, Preliminary Zoning Plan, Exhibit "B" to Order and Resolution No. 2002-199, and amendment recorded in OR Book 6407, Page 456, in the Public Records of Volusia County, Florida, and remains in full force and effect by reference. The following land uses shall be allowed as permitted principal uses and structures along with their customary accessory uses and structures:

ITEM #	LAND USE	ACREAGE	PERCENTAGE %
1.	SF - Single-Family Standard	604.98	58.52
	a) Single-Family Standard		
	b) Standard or Single-Family Zero Lot Line Villas		
	c) Single-Family Mobile Home		
2.	GC - Golf Course	216.87	20.98
3.	OS - Open Space	18.93	1.83
4.	C - Conservation	126.70	12.26
5.	R - Recreation	27.99	2.71
6.	NC - Neighborhood Commercial	1.30	0.13
7.	US - Utility Service	19.41	1.88
8.	Plantation Oaks Boulevard	17.57	1.70
	TOTAL ^{1,2}	1,033.75	100%

¹Note: Acreages above are approximate.

²Note: Permitted mobile homes shall conform to definition imposed by local law as set forth in this Agreement.

E. DEVELOPMENT STANDARDS.

1. SF - Single-Family Standard, Single-Family Zero Lot Line Villas or Single-Family Mobile Home Dwellings
 - (a) Purpose and Intent - The Single-Family Classification provides for single family dwelling units, including mobile homes, conforming to the terms of this Agreement and selected compatible uses. Compatible uses include RV and boat storage, temporary and

permanent maintenance and service areas, temporary sales offices, construction storage yards, communication and utility services and stormwater management.

(b) Permitted Uses and Structures

(1) Single-Family Dwellings

- a) Single-Family Standard
- b) Single-Family Zero Lot Line Villas
- c) Mobile Homes

(2) RV, Boat and Trailer Storage

(3) Contractors Storage Yard (serving Plantation Oaks Development)

(4) Maintenance Facilities

(5) Temporary Sales Office

(6) Model Center

(7) Recreational Facilities

(8) Entrance Guard Pavilion

(9) Gazebos, Pavilions, Docks, Bleachers, and Decks.

(10) Free Standing Restroom Facilities.

(11) Utility Service Uses and Facilities, including treated sewage storage and disposal according to regulations of the Florida Department of Environmental Protection, access roads, and water treatment and storage facilities.

(12) Excavations for Lakes and Stormwater Management

Facilities serving the Community.

- (13) Service Area may include, but not be limited to irrigation well and pump, temporary storage of setup materials and maintenance equipment.
 - (14) Communication systems, cable TV, antenna (maximum height 70 feet), and equipment.
 - (15) Temporary Tree Farm/Plant Nursery for development use.
 - (16) School Site
 - (17) Fire Station
- (c) Developmental Requirements - Single-Family Standard, or Single-Family Zero Lot Line Villas
- (1) Minimum Lot Area - 5,000 S.F.
 - (2) Minimum Lot Depth 100 feet. Minimum Lot Width 50 feet
 - (3) Minimum yard size (building)
 - i) Front yard - 20 feet
 - ii) Rear yard - 20 feet
 - iii) Side yard - 7.5 feet, 0 feet on one side and 15 feet on the other side for zero lot-line lots
 - iv) Waterfront yard - 20 feet
 - (4) Minimum floor area – 1,000 S.F.
 - (5) Maximum lot coverage - 35%
 - (6) Maximum building height - 35 feet
 - (7) Landscape buffer requirements - Landscaping on the

residential lots will be consistent with the "Typical 65 feet x 110 feet lot, Typical Landscape" on Sheet 25 of 34 of the Preliminary Plan. A 15-foot project perimeter boundary shall include four (4) Group A trees per 100 L.F., four (4) Group B and twelve (12) Group C or D plants per 100 L.F.

- i) Front yard - 10 feet
 - ii) Side yard - 5 feet
 - iii) Rear yard - 10 feet
 - iv) Project perimeter boundary - 15 feet
- (8) Perimeter building setbacks - 20 feet
 - (9) Minimum building separation - 15 feet
 - (10) Off-street parking requirements - Two (2) per dwelling unit, plus any additional spaces required to service additional buildings or structures per section 72-286 of the zoning code as amended.
 - (11) Signage requirements section 72-298 of the zoning code, as amended, except as referenced in this agreement.
 - (12) Six (6) major and four (4) minor project entrance signs are proposed and are indicated on the Preliminary Plan. Size, structure and copy area to be consistent with the Preliminary Plan, Sheet 24 of 34, entitled Signage and Paving Details.
 - (13) Billboards exist onsite adjacent to Interstate 95. The existing billboard locations are to remain, but are considered non-

conforming structures that shall be subject to the requirements of Section 72-206(3) *Nonconforming Structures*, of the zoning code.

(d) Developmental Requirements – Mobile Homes

- (1) Minimum Space Area – 6,500 S.F.
- (2) Minimum Space Depth 100 feet. Minimum Space Width 65 feet
- (3) Minimum yard size (building)
 - i) Front yard – 20 feet
 - ii) Rear yard – 20 feet
 - iii) Side yard – 7.5 feet, 0 feet on one side and 15 feet on the other side for zero lot-line lots
 - iv) Waterfront yard – 20 feet
- (4) Minimum floor area – 1,200 S.F.
- (5) Maximum space coverage – 35% for principal and accessory buildings
- (6) Maximum building height – 35 feet
- (7) Landscape buffer requirements – Landscaping on the residential lots will be consistent with the “Typical 65 feet x 110 feet lot, Typical Landscape” on Sheet 25 of 34 of the Preliminary Plan. A 15-foot project perimeter boundary shall include four (4) Group A trees per 100 L.F., four (4) Group B and twelve (12) Group C or D plants per 100 L.F.

- i) Front yard – 10 feet
 - ii) Side yard – 5 feet
 - iii) Rear yard – 10 feet
 - iv) Project perimeter boundary – 15 feet
- (8) Perimeter building setbacks – 20 feet
- (9) Minimum building separation – 15 feet
- (10) Mobile Home Appearance Standards:
- a) Building design – The front entrance of each residential principal structure shall be oriented towards the front lot line.
 - b) Roof design – Roofs shall be sloped, gable or hip in form.
 - c) Skirting-All mobile homes shall contain skirting with the appearance of brick, stucco, or siding, which complements the exterior façade of the unit.
 - d) Massing and facades – The height, bulk and massing of the residential buildings shall be minimized by utilizing the following techniques:
 - i) Variations in roofline (dormers, cupolas, porches, or balconies);
 - ii) Change in texture and color of wall surfaces;
 - iii) Minimum 4 feet deep and 8 feet wide porch, under roof; and

- iv) Garages, as specified below,
- e) Garages;
 - i) Attached and detached garages shall be consistent with the façade treatment of the principal structure.
 - ii) Garages shall not comprise more than 50 percent of a building's street facing frontage.
 - iii) Garages (attached and detached) shall be set back at least 10 feet behind the front leading edge of the unit.
 - iv) Carports are prohibited.
 - v) Garages shall store a minimum of two automobiles.

(e) Dimensional Requirements - Compatible Uses

- (1) Minimum Parcel Size - 0.25 acres
- (2) Minimum Yard Size
 - i) Front Yard - 20 feet
 - ii) Rear Yard - 20 feet
 - iii) Side yard - Abutting any lot - 10 feet
 - iv) Abutting any street - 20 feet
- (3) Maximum Building Height
 - i) 35 feet
 - ii) Antennas subject to Federal, State, and other Local Ordinances shall be permitted up to 70 feet in height above ground level.
- (4) Maximum Lot Coverage

The maximum lot coverage with principal and accessory buildings should not exceed 45%.

2. GC -Golf Course

- (a) Purpose and Intent - The Golf Course classification (GC) provides for the construction of a golf course and golf course customary structures (clubhouse, restaurant, bar, cart barns, restrooms, maintenance facilities, starters shed, gazebos and pavilions and stormwater retention areas as open space).
- (b) Permitted Principal Uses and Structures
 - (1) Golf course, open space, and open space recreational activities and customary accessory uses and structures including clubhouse, restaurant, bar, cart barn, maintenance facilities, restrooms, gazebos, pavilions and starter' s shed.
 - (2) Utility service uses and facilities, including treated sewage effluent storage and disposal, according to the regulations of the Florida Department of Environmental Protection.
 - (3) Excavation for lakes and stormwater management facilities serving the Golf Course area or the community.
 - (4) Restroom Facilities
 - (5) Maintenance Facilities
 - (6) Temporary Tree Farms
 - (7) Irrigation Facilities
 - (8) Construction Equipment

(c) Dimensional Requirements

(1) Minimum Building Setback:

From public streets providing direct access - 50 feet

From private streets, drives, and parking - 15 feet

(2) Maximum Building Height:

The maximum building height, measured from finished grade at the building line to the eaves, shall be as follows:

i) The maximum building height is 35 feet.

ii) Spires, belfries, cupolas, antennas, water tanks, structures customarily required to extend above the roof level, can extend for an additional 20 feet above the maximum building height. Antennas subject to federal, state, and other local ordinances shall be permitted up to 70 feet in height above ground level.

(3) Maximum Lot Coverage - The total lot area covered with buildings and accessory uses shall not exceed 5 % for all uses.

(d) Off-Street Parking and Loading Requirements - Per section 72-286 of the zoning code, as amended.

(e) Landscape Buffers - Landscape Buffers are not required.

(f) Final Site Plan - A Final Site Plan approval procedure shall be required in accordance with the land development code, as amended.

(g) Types of Signs Permitted - The following signs shall be permitted and shall comply with section 72-298, of the zoning code.

- (1) Ground Signs
- (2) Project Signs
- (3) Temporary Signs
- (4) Wall Signs

3. OS - Open Space

(a) Purpose and Intent - The OS classification provides for areas throughout the Plantation Oaks of Ormond Beach L.L.C. Community to maintain open space. Open Space consists of lakes and ponds, vegetated and generally dry retention areas, vegetated buffers, vegetated strips adjacent to street ROWs, SJRWMD jurisdictional areas, lake and ribbon pond edges and access ways, and easements have been set aside for passive and active recreation and wildlife habitat, both aquatic and uplands. All property not otherwise classified or within street ROWs shall be considered as being in the Open Space classification.

(b) Permitted Principal Uses

- (1) Passive recreation, non-motorized activities, trails, boat launching facilities, boat docks, and access roads.
- (2) Utility service uses and facilities, including treated sewage effluent storage and disposal according to regulations of the Florida Department of Environmental Protection, access

roads, and water treatment or storage facilities.

- (3) Excavation for lakes and stormwater management facilities serving the golf course community.
 - (4) Temporary plant nursery and tree farm, but shall be removed and the area landscaped when the project is substantially completed.
 - (5) Signs, including directional and informational signs, entrance signs and community signs.
 - (6) Accessory uses to the permitted principal uses.
- (c) Maintenance - Plantation Oaks of Ormond Beach, L.L.C. will be responsible for the maintenance and upkeep of the (OS) Open Space areas, including landscape buffers, natural areas, retention ponds, etc. except those dedicated or deeded to Volusia County or other successor government unit. Such maintenance may include supplemental landscaping, underbrushing, removal of trees, which have deteriorated, thinning of trees under the protected size, for forest and habitat management, and construction of fire-breaks.
- (d) Trees - A fifty-foot (50 ft.) wide (OS) open space corridor is proposed onsite adjacent to both sides of proposed Plantation Oaks Boulevard, and adjacent to Old Dixie Highway and I-95. Landscape requirements adjacent to Plantation Oaks Boulevard on both sides are four (4) Group A trees per 100 L.F., four (4) Group B trees and eighteen (18) Group C or D plans per 100 L.F. Palms may be

substituted for fifty (50) percent of the required four (4) Group A trees per 100 L.F. Open space corridors adjacent to Old Dixie Highway and I-95 shall consist of existing natural vegetation.

4. C - Conservation

- (a) Purpose and Intent - This classification is intended to provide protection for existing onsite wetlands and upland buffers. It is further intended to protect and preserve the natural environment of selected areas such as submerged grassy areas, coastal marshes, mangrove areas, estuaries and other important habitats; marine life and wildfowl; significant fresh water swamps and natural cypress and sawgrass areas that act as water retention areas; fishing, hunting and wildlife areas and any other unusual or unique feature or areas.
- (b) Permitted Principal Uses and Structures - Coastal marshes, Mangrove Areas and Estuaries Fishing, Hunting and Wildlife Management Areas Nature Trails
- (c) Dimensional Requirements - None
- (d) Off-Street Parking and Loading Requirements - None
- (e) Types of Signs Permitted
 - (1) Permanent Wetland or Upland Buffer Information Signage

5. R - Recreation

- (a) Purpose and Intent - The Recreation (R) Classification encourages the development of a full range of sport, active and passive uses.

(b) Permitted Principal Uses and Structures

- (1) Golf course, sport, and recreational facilities.
- (2) Commercial uses related to golf courses, sports, and recreational activities and ancillary uses, such as public and private golf clubs, restaurants-types A and B, retail specialty sales shops, professional and personal services, exercise and health spas, swim clubs, support and maintenance facilities, gazebos, pavilions and sports facilities and clubs with indoor and outdoor facilities, including spectator facilities for activities such as racquet ball, squash, shuffleboard, bocci, horseshoes, softball, tennis, handball, and basketball.
- (3) Customary accessory uses and structures to the permitted uses.
- (4) Essential utility service uses and facilities.
- (5) Real estate office and sales centers, until the Plantation Oaks of Ormond Beach L.L.C. Community Development Plan is 95% completed and occupied. The office or sales center may be converted to other permitted uses or be a temporary structure that would be removed.
- (6) Excavation for lakes and stormwater management facilities serving the R area or the community.
- (7) Multiple buildings and facilities on a single lot provided a final site plan is approved.

(c) Dimensional Requirements

(1) Minimum Project Size - For any permitted use or combination of permitted uses and structures, the parcel size shall not be less than 1 acre.

(2) Minimum Building Setback:

- | | | |
|------|---|--------|
| i) | From the ROW of a public street | 50feet |
| ii) | From private streets, drives, and parking | 15feet |
| iii) | From other zoning classifications | 20feet |

(3) Minimum Building Separation - The distance between the front and rear of principal buildings shall be a minimum of 25 feet, and the distance between any other combination of principal building arrangements shall be a minimum of 25 feet.

(4) Maximum Building Height - The maximum building height, measured from finished grade at the building line to the eaves, shall be as follows:

- | | |
|------|---|
| i) | The maximum building height of commercial and recreational uses is 45 feet. |
| ii) | The maximum building height of lodge uses is 45 feet. |
| iii) | The maximum building height of clubhouse use is 55 feet. |
| iv) | The maximum building height of accessory uses is 25 feet. |

- v) Spires, belfries, cupolas, antennas, water tanks, ventilators chimneys or other similar accessory structures customarily required to extend above the roof level, can extend for an additional 20 feet above the maximum building height prescribed for the classification in which they are located. Antennas subject to federal, state, and other local ordinances shall be permitted up to 70 feet in height above ground level.
- (5) Maximum Lot Coverage - The total lot area covered with principle and accessory buildings shall not exceed 45% for all commercial and recreational uses.
- (6) Maximum Impervious Surfaces - The total lot impervious surface shall not exceed 80%.
- (d) Off-street Parking and Loading Requirements
 - (1) Dimensional Requirements - Off-street Parking and Loading Dimensional Requirements shall be governed by section 72-618 of the land development code, as amended.
 - (2) Number of Required Spaces - Off-street parking and loading requirements shall be governed by section 72-286 of the zoning code, as amended.
 - (3) Parking and Storage of Vehicles or Watercraft - Parking and Storage of Vehicles or Watercraft shall be governed by

section 72-287 of the zoning code, as amended.

(4) Special Parking Areas - Mobile Recreational Shelters -
Special Parking Areas shall be governed by Section 72-287(b) of the zoning code, as amended.

(5) Residential Parking - Residential Parking shall be governed by Section 72-287(e) of the zoning code, as amended.

(e) Landscape Buffer - The lot perimeter buffer shall be a minimum of twenty feet (20 ft.) and include: four (4) Group A trees per 100 L.F., four (4) Group B and eighteen (18) Group C or D plants per 100 L.F. No additional landscape buffer is required where (R) zoning abuts (OS) zoning.

6. NC - NEIGHBORHOOD COMMERCIAL

(a) Purpose and Intent - The NC classification provides initially, a site for sales and administrative offices for Plantation Oaks of Ormond L.L.C. After development, the site may be used for limited commercial convenience shopping, retail, service and medical facilities and customary accessory uses and structures serving residential neighborhoods.

(b) Permitted Principal Uses and Structures

- (1) Retail bakeries and confectionery (including preparation of products for sale on the premises).
- (2) Barber shops, beauty shops, shoe repair shops, and similar personal service stores.

- (3) Book, stationery, newsstands, pharmacies, hardware and similar retail convenience stores.
- (4) Convenience or General Stores, offering a full range of grocery, delicatessen, and house wares, with or without gasoline pumps, (excluding the sale of distilled spirits with a higher alcoholic content than malt beverages or fermented wines).
- (5) Type A and B restaurants.
- (6) Professional, financial, administrative, and medical offices.
- (7) Laundry and dry cleaning pickup stations and self-service establishments.
- (8) Child care centers, private schools, and Houses of Worship.
- (9) Essential utility service uses and facilities.
- (10) Excavation for lakes and stormwater management facilities serving the golf course or NC area.
- (11) Customary accessory uses and structures to the permitted uses.

(c) Dimensional Requirements

- (1) Maximum Parcel Size: 1.3 acres
- (2) Minimum Building Setback:
 - Front Yard 25 feet
 - Rear Yard 20 feet

Side Yard

Abutting any lot: 10 feet

Abutting public street R/W 25

feet, private road R/W 20 feet.

(3) Maximum Building Height - The maximum building height, measured from finished grade at the building line to the eaves, shall be as follows:

- i) The maximum building height of principal uses is 35 feet.
- ii) The maximum building height of accessory uses is 15 feet.
- iii) The maximum building height of Churches and Houses of Worship is 55 feet.
- iv) Spires, belfries, cupolas, antennas, water tanks, ventilators, chimneys of other similar accessory structures customarily required to extend above the roof level, can extend for an additional 20 feet above the maximum building height prescribed for the classification in which they are located. Antennas subject to federal, state and other local ordinances shall be permitted up to 70 feet in height above ground level.

(4) Maximum Lot Coverage - The total lot area covered with principal and accessory buildings shall not exceed 45%.

- (5) Maximum Impervious Surface - The total lot impervious surface shall not exceed 80%.
- (d) Off-street Parking and Loading Requirements - Off-street parking and loading requirements shall be provided in accordance with section 72-286 of the zoning code, as amended.
- (e) Landscape Buffer - The lot perimeter landscape buffer is to be a minimum of twenty (20 ft.) feet and include: four (4) Group A trees per 100 L.F., four (4) Group B and eighteen (18) Group C or D plants per 100 L.F. Palms may be substituted for twenty-five (25%) percent of the required four (4) Group A trees per 100 L.F. Additional perimeter landscape buffer is not required where (NC) site abuts (OS) zoning category.
- (f) Final Site Plan - A Final Site Plan approval procedure per the land development code, as amended, shall be required for each lot to be developed.
- (g) Types of Signs Permitted - The following signs shall be permitted and shall comply with section 72-298 of the zoning code, as amended, regarding of size and location:
 - (1) Ground Signs
 - (2) Project Signs
 - (3) Temporary Signs
 - (4) Marquee Signs
 - (5) Wall Signs

7. US - UTILITY SERVICE AREA

- (a) Purpose and Intent - The Utility Service Area (US) provides a secure and buffered area for power line overhead transmission line, utility treatment plants, maintenance facilities, public and private utility transmission lines and mains and similar uses.
- (b) Permitted Principal Uses and Structures
 - (1) Sanitary treatment plants, effluent holding facilities, effluent pumping facilities, percolation beds, and sludge drying facilities, including customary accessory uses and structures required to operate and maintain the facilities.
 - (2) Water treatment plants, water storage tanks, and water pumping facilities, including customary accessory uses and structures required to operate and maintain the facilities.
 - (3) Buildings, grounds and street maintenance facilities, including storage yards for material and equipment and repair facilities, including customary accessory uses and structures.
 - (4) Excavation for stormwater management facilities serving the golf course area or US area, and for other grading required to visually screen the utilities facilities.
 - (5) Tree farm.
 - (6) Overhead utilities.
 - (7) Underground utilities.
 - (8) Communication systems.

- (9) Maintenance Access
- (10) Walking or jogging trails.
- (c) Dimensional Requirements
 - (1) Minimum Building and Structure Setback - No building or structure shall be located within twenty-five (25) feet of the ROW of a public and 10 feet of a private street or drive. No building or structure shall be located within thirty (30) feet of a residential parcel. Setbacks from (OS) and (GC) zonings and power line easement are not required. Setbacks between multiple buildings or facilities are not required.
 - (2) Maximum Building and Structure Height - The maximum building height, measured from finished grade at the building line to the eaves, shall be as follows:
 - i) The maximum building height of principal uses is 45 feet.
 - ii) The maximum building height of accessory uses is the same as the principal uses.
 - iii) Spires, belfries, cupolas, antennas, water tanks, ventilators, chimneys or other similar accessory structures customarily required to extend above the road level, can extend for an additional 20 feet above the maximum building height of the principle use. Antennas subject to federal, state, and other local

ordinances shall be permitted up to 70 feet in height above ground level.

- (3) Maximum Lot Coverage - Not applicable.
- (d) Off-Street Parking and Loading Requirements - Per section 72-286 of the zoning code, as amended.
- (e) Access - The utility service areas may be accessed by a private street and do not have to abut or have direct access to a public street.
- (f) Landscape Buffer - A ten foot (10 ft.) wide landscape buffer is required wherever structures or parking occurs. The landscape buffer shall contain a minimum of four (4) Group A trees per 100 L.F., four (4) Group B trees and eighteen (18) Group C or D plants per 100 L.F. Palms may be substituted for twenty-five (25%) percent of the required four (4) Group A trees per 100 L.F.
- (g) Final Site Plan - A Final Site Plan approval procedure shall be required.
- (h) Types of Signs Permitted - The following signs shall be permitted and shall comply with section 72-298 of the zoning code, as amended, regarding size and location:
 - (1) Ground Signs
 - (2) Project Signs
 - (3) Temporary Signs
 - (4) Wall Signs

- (i) Landscaping Requirements - No additional landscaping is required.

F. ENVIRONMENTAL CONSIDERATIONS - The project site area is 1,033.75 acres. An environmental assessment was prepared by Lotspeich & Associates, Inc. The site contains approximately 99.81 acres of jurisdictional wetlands. The proposed development will impact 1.39 acres of wetlands within the development, 0.57 acres of wetlands, will also be impacted outside of the development by the construction of the extension of Plantation Oaks Boulevard.

Mitigation for the onsite and offsite wetland impact will be mitigated onsite by enhancement of the existing wetlands and creation of a recorded conservation easement over the onsite wetland, and upland buffers onsite totaling 126.24 acres. The total acres of wetlands in the conservation easement is approximately 98.42 acres. The total acreage of uplands in the conservation easement is 27.82 acres. The onsite wetlands are to be verified by the St. Johns River Water Management District. Permits for proposed wetland impacts will be obtained from the St. Johns River Water Management District and Volusia County prior to construction.

Additionally, a report has been prepared by Southarc, Inc., the historical/archaeological consultant. A review of the site revealed one area in the proposed right-of-way of Plantation Oaks Boulevard, near the intersection of Old Dixie Highway, that was an old foundation and chimney, and has some historical value. A median is proposed in Plantation Oaks Boulevard at this location to preserve the chimney feature. The Developer further engaged Southarc, Inc., to complete Phase II of the assessment, which included studying the onsite residence and Old Kings Road. The report indicates the rest

of the project does not have any historical or archaeological significance. The status of the Old Kings Road right-of-way will be reviewed during the development review process.

G. SEWAGE DISPOSAL, POTABLE WATER, AND SITE IRRIGATION - The project site shall be served by Volusia County Utilities in accordance with the comprehensive plan, the land development code, and State of Florida Administrative Code 64E-6 and 64E-8.

The onsite sewage collection system, water distribution system and effluent reuse system for golf course irrigation will be designed in accordance with Volusia County specifications, and will be owned and operated by Volusia County. Reuse disposal will be required on the golf course with the (OS) zoning designation. Reuse will be required to irrigate lots or roadways. Dry lines or reuse mains may be required in the Development. A temporary septic system may be utilized for sewage disposal for the golf course, golf and park maintenance facilities, and restrooms until central utility to that phase is available.

Site irrigation will consist of two (2) separate irrigation systems. One system will irrigate the golf course and golf facilities. The system will be designed to draft irrigation from the onsite lake and ribbon pond and will be designed to accept effluent reuse as it becomes available.

The second system will service all landscaped areas outside of the golf course, including but not limited to, public and private road rights-of-ways, single-family home lots, mobile home spaces, recreation and neighborhood commercial zoning areas. These areas will be irrigated primarily by wells and in accordance with the approved St. Johns River Water Management District Consumptive Use Permit. All irrigation mains will

be purple and meet Volusia County requirements for effluent reuse so, in the future, if reuse is available in excess of the golf course demands, the irrigation mains will be plumbed to convert to reuse in the future.

H. STORMWATER DRAINAGE - Provision for stormwater retention shall be in accordance with the land development code, as amended, and Resolution No. 86-192.

I. ACCESS AND TRANSPORTATION SYSTEM IMPROVEMENTS - All access and transportation system improvements shall be provided in accordance with the Land Development Code, as amended. The parcel shall be developed in substantial accordance with the following access and transportation system improvements.

1. Access. As part of the Phase 1 construction, Broadway Avenue, a 100 foot wide dedicated County road will be constructed from U.S. 1 to Old Dixie Highway per the Preliminary Development Plan. The 100-foot right-of-way will be renamed to Plantation Oaks Boulevard. A traffic study has been prepared by Traffic, Planning & Design, Inc. The number of driveways onsite proposed to intersect the Plantation Oaks Boulevard extension is as follows:

- (a) Entrance to school site.
- (b) Entrance to Phase 2.
- (c) Entrance to Phase 3.
- (d) Entrance to golf course clubhouse.
- (e) Entrance to Phase 1 development.
- (f) Entrance to power line and to the maintenance area.

- (g) Fire Station site
- (h) Other required emergency access points.

No other connections to U.S. 1, Old Dixie Highway, or the proposed Plantation Oaks Boulevard extension onsite are proposed. Plantation Oaks Boulevard will be designed and posted at a 45 mph design speed with the exception of the first curve east of U.S. 1, which will be designed and posted at a 35 mph design speed.

2. Transportation System Improvements. The transportation improvements to the Plantation Oaks Boulevard extension will consist of a minimum of two twelve foot travel lanes with an integral six-foot wide, paved bike path along the easterly side of the pavement improvements. The roadway will include Type F Curb on both sides of the street. In areas as indicated on the Preliminary Development Plan, within the 100-foot right-of-way, there is an eleven-foot wide landscape median, which is proposed. In these areas, the pavement width will be fourteen feet for northbound and southbound lanes. The northbound lane will include an additional six-foot paved bike path. The median and edge of pavement will include Type F curbing. Additionally proposed on the west side of Plantation Oaks Boulevard, for its entire length, is a six-foot wide concrete sidewalk.

Turn lanes will be provided as indicated on the Preliminary Development Plan at the golf clubhouse entrance and Phase 1, 2 and 3 entrances. The turn lanes will be designed to Volusia County and FDOT specifications, based on a 45 mph design speed.

A left hand turn lane and right hand turn lane are proposed at the intersection of Old Dixie Highway and Plantation Oaks Boulevard. The turn lanes will be

designed in accordance with Volusia County specifications. Right and left turn lane requirements at U.S. 1 and Plantation Oaks Boulevard will be governed and permitted by the Florida Department of Transportation. No other turn lanes are proposed or required at the power line easement access to the maintenance area building. Traffic control devices will be provided as required by the Land Development Code. Turn lanes for the School Site will be designed and constructed by the School Board with construction of the School Site. The extension of Plantation Oaks Boulevard will be completed with the Phase 1 construction. Additionally, the Phase 1 construction will include turn lanes in Plantation Oaks Boulevard, as indicated above. Phase 1 construction will also include the construction of the entrance road to the golf clubhouse and the entrance road to Phase 1.

There are two (2) golf cart pedestrian and maintenance crossings proposed to cross Plantation Oaks Boulevard. The crossings will be underground and the road grade of Plantation Oaks Boulevard will be raised at the two (2) crossings. The underground golf cart pedestrian and maintenance crossings will be a minimum of 10 feet wide by 8 feet high.

J. INTERNAL ROADWAYS - The internal roadways within all phases of the development will be private and gated. The roadways will be designed to Volusia County requirements. The entrance roadways will provide two twelve foot (12 ft.) wide exit lanes, one twelve foot (12 ft.) wide entrance lane and will include F Curbs and F Curb medians. The internal subdivision streets will be a minimum of twenty foot in width (two ten foot travel lanes) and will include two foot Miami Curb and gutters on both sides of the pavement. The internal sidewalks will be constructed in accordance with the Preliminary

Plan. The proposed sidewalk will be six feet in width. Only the sidewalks indicated on the Preliminary Development Plan will be required. Private streets will be maintained by Plantation Oaks of Ormond Beach, L.L.C.

K. BUILDING OR PROPERTY OWNERS ASSOCIATION - The entire project will be maintained by Plantation Oaks of Ormond Beach L.L.C. There will be a property owners association. All private improvements will be owned and maintained by Plantation Oaks of Ormond Beach L.L.C. If the project is subdivided and a phase is sold, that portion of the development will be owned and maintained by the purchaser. No property association shall be required for those area planned to be developed and maintained under unified ownership.

L. UNDERGROUND UTILITIES - All utilities in the Development are proposed to be underground. Overhead utilities; power, telephone, communication, and cable TV, will be permitted within the existing FP&L easement (US) Zoning. Plantation Oaks of Ormond Beach, L.L.C. will provide cable TV and communication utilities to the Development. At the discretion of the Applicant, cable TV and communication can be provided by a private utility.

M. TREE SURVEYS AND REPLACEMENT REQUIREMENTS - The Master Development Plan has been reviewed and is in accordance with Division 10 of the land development code. Based on a statistical survey prepared by Craig Murray, Forester, and on field inspection of existing onsite conditions, the County shall not require a complete

tree survey, only a survey of specimen trees. Replacement trees and calculations will be provided at Final Site Plan or Preliminary Plat permitting. The lot lines will be adjusted wherever possible to preserve the existing hardwoods. 126 acres or 12% of the site is designated Conservation (C). Existing trees within the C designation will remain.

Based on the surveyed statistical analysis, the developed site is providing the required 15% retention of existing trees.

All streets, both public (Plantation Oaks Boulevard) and private, will be required to provide street trees at a minimum spacing of thirty-five feet (35 ft.). The street trees will be hardwoods and a minimum caliper of 2 inches D.B.H. up to 50% of the street trees can be palms. Recreation (R) designated areas will require one (1) tree (2 inches D.B.H. minimum) per 2,500 S.F. of landscape area.

N. PRELIMINARY/FINAL PLAT - A Preliminary/Final Plat will be prepared and reviewed for each phase of Development. The Preliminary/Final Plat will be reviewed by the County per the Land Development Code for each phase. The Preliminary/Final Plat shall be prepared at a minimum scale of 1" = 50 ft. and shall meet the requirements of Chapter 177, Florida Statutes.

O. VOLUSIA COUNTY IMPACT FEES - The following impact fees will be paid to Volusia County by the Applicant, in accordance with Chapter 70 of the Volusia County Code of Ordinances.

1. Fire Impact Fees
2. Road Impact Fees

3. School Impact Fees

4. Park Impact Fees

Road, School, Fire, and Park impact fees will be payable by the Applicant to Volusia County prior to issuance of a Certificate of Occupancy for the permitted structure.

The applicant agrees to pay to Volusia County School Impact Fees.

The applicant proposes to donate a 23.11-acre school site as indicated on the Preliminary Plan, to the Volusia County School Board. The site will front on Plantation Oaks Boulevard. A twelve-inch (12") potable water main and an eight-inch (8") sanitary force main shall be provided by the Applicant to the site with the Phase I improvements. The appraised value of the school site at the time of donation will be credited against the Phase I and subsequent phases School Impact Fees.

The Applicant proposes to dedicate a one and one half (1½) acre fire station site located within the project and adjacent to and easterly of proposed Plantation Oaks Boulevard. The appraised price of the fire station site will be credited against the Phase I Fire Impact Fee.

Volusia County shall provides utilities to the site, a Master Utility Agreement will be prepared and executed between the Applicant and Volusia County for the entire development. As phases are developed, Supplemental Utility Agreements will be prepared based on the equivalent residential units (ERCs) in each phase.

Due to the fact that the Applicant has agreed to pay the School Impact Fee for all dwellings, and in consideration of the magnitude of the water, sewer and reuse infrastructure improvements and associated costs, which are borne by the Applicant, the County agrees in the Master Utility Agreement, to allow dry line permitting and construction

of the water, sewer and reuse improvements in Phase I prior to payment of water and sewer impact fees.

Execution of phased Supplemental Utility Agreements and payment of required water and sewer impact fees are due and payable prior to requesting clearance of the facilities for service. Guaranteed revenues will commence twelve (12) months after execution of the Supplemental Utility Agreement for each phase of sub-phase.

P. MODEL HOMES - Concurrent with construction and completion of the infrastructure, the Applicant may permit and construct model homes. The maximum number of models allowed cannot exceed 20% (twenty percent) of the total lots or spaces in the sub-phase under construction. Construction cannot commence until fire protection and stabilized access is provided. No model home will receive a final C.O. (Certificate of Occupancy) until the infrastructure for the phase is completed and approved by the County.

Q. SIGNAGE - The Preliminary Development Plan (Sheet 24 of 34), as indicated in Exhibit "B" of Order and Resolution No. 2002-199, includes details, size, structure, and copy area for the signage proposed for the Development.

Major signs as indicated on the Preliminary Development Plan, are proposed at the Entrance to Phase 1, 2 and 3. Minor signs, as indicated on the Preliminary Development Plan, are proposed at the Golf Clubhouse entrance and at the intersection of Old Dixie Highway and Plantation Oaks Boulevard. Informational signs are proposed at the sales center and maintenance yard and will be monument signs with a maximum copy area of 12 square feet.

R. ON-SITE BURNING - On-site burning of construction debris, stumps, underbrush, trees, etc. is allowed onsite. Onsite burning will meet all Volusia County Standards.

S. REMOVAL OF EXCAVATION MATERIAL FROM SITE - The Applicant may remove excess excavated material from the site due to construction. All material trucked off site will leave the site via U.S. 1. No excess material may be trucked away from the site utilizing Old Dixie Highway. Applicant to request and be granted a permit from Volusia County prior to any excess fill being trucked off site.

T. DEVELOPMENT LIGHTING - Plantation Oaks Boulevard will have FP&L standard streetlights spaced a maximum distance of 250 feet adjacent to the six-foot (6) wide bike path. Additionally, ornamental lighting will be provided adjacent to the six-foot (6) concrete sidewalk at a maximum spacing of 250 feet. Lighting will be provided at the three (3) gated entrances, the sales and maintenance area, the golf clubhouse and the three (3) clubhouse recreation areas. Tennis courts, driving range and shuffleboard courts may be lighted.

FP&L street lighting will be provided within the residential development areas. Streetlights will be provided at a minimum spacing of 250 feet.

U. CLUBHOUSE AND GOLF CLUBHOUSE CONSTRUCTION STANDARDS -

The Golf Clubhouse and Community Clubhouses will be built concurrently with the infrastructure of each phase and designed and constructed in accordance with the Florida Building Code. A hardened community clubhouse or similar structure shall be constructed to withstand 150 mph winds, as an emergency shelter for the residents of any mobile home park phase shall address the provisions for Mitigation of Hurricane Preparedness Impacts as stipulated in 9J-2.0256(5) F.A.C.

V. BINDING EFFECT OF PLANS; RECORDING; AND EFFECTIVE DATE -

The Master Development Plan, including any and all supplementary Orders and Resolutions, and the Preliminary Plan, shall bind and inure to the benefit of the Applicant and his successor in title or interest. The PUD zoning, provisions of the Development Agreement and all approved plans, shall run with the land and shall be administered in a manner consistent with the zoning code, as amended.

This Order and Resolution and all subsequent Orders and Resolutions shall be filed with the Clerk of Court and recorded within sixty (60) days following execution of the document by the Volusia County Council, in the Official Records of Volusia County, Florida. One (1) copy of the document, bearing the book and page number of the Official Record in which the document was recorded, shall be submitted to the Growth and Resource Management Department. The date of receipt of this document by the Growth and Resource Management Department shall constitute the effective date of the PUD or its subsequent amendments. The Applicant shall pay all filing costs for recording documents.

W. CONCEPTUAL APPROVAL - The parties hereto acknowledge that reductions in density and/or intensity may, and do occur; and that minor changes to roadway design, location and size of structures, actual location of parking spaces, specific locations for land uses, and locations and design of stormwater storage, landscape buffers and upland buffers may result to comply with the land development code, as amended. Upon determination of the Zoning Enforcement Official, these revisions may be processed as minor amendments, as set forth in section 72-289 of the zoning code, as amended. The Applicant agrees to revise and record the revised Preliminary Plan, which reflects any such changes, with the Clerk of Court immediately following the expiration of the thirty (30) day period for appealing Development Review Committee (DRC) decisions to the County Council. A copy of the Revised Preliminary Plan, bearing the book and page number of the Official Record in which the document was recorded, shall be submitted to the Growth and Resource Management Department.

DONE AND ORDERED by the County Council of Volusia County, Florida,
this 19TH day of JANUARY, 2012.

COUNTY COUNCIL
ATTEST

James T. Dinneen,
County Manager

VOLUSIA COUNTY COUNCIL

Frank T. Bruno, Jr.,
Chair

STATE OF FLORIDA
COUNTY OF VOLUSIA

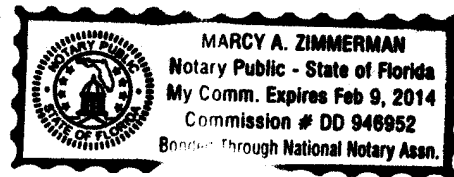
The foregoing instrument was acknowledged before me this 25th
day of January, 2012 (mo/yr) by James T. Dinneen and Frank T. Bruno,
Jr., as County Manager and Chair, Volusia County Council, respectively,
on behalf of the County of Volusia, and who are personally known to me.

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

Commission No.:

My Commission Expires:



WITNESSES:

Plantation Oaks of Ormond Beach, LLC

Joseph DeCicca
Bm Hm

Parker K. Mynchenberg, Managing Member
Ronnie Bledsoe, Partner

The foregoing instrument was acknowledged before me this 27th day of
January, 2012 (mo/yr) by the following who are personally known to
me or who produced identification:

Parker K. Mynchenberg Personally known ☒ Produced _____ as identification _____
Ronnie Bledsoe Personally known ☒ Produced _____ as identification _____

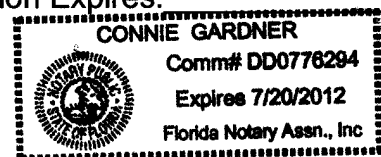
Connie Gardner
NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

Connie Gardner

Commission No.: _____

My Commission Expires:



December 4, 2015

**Volusia County
Staff (minor amendment)**

**Book 7201
Pages 1720-1753**

**IN RE: APPLICATION OF PARKER MYNCHENBERG, MANAGING MEMBER
PLANTATION OAKS OF ORMOND BEACH, L.L.C.**

**MINOR AMENDMENT TO ORDER AND RESOLUTION NO. 2012-24
PLANTATION OAKS OF ORMOND BEACH RPUD**

Whereas, Section 72-289(6) of the Zoning Ordinance of Volusia County, Florida provides for "Minor Amendments not altering the intent and purpose" of an approved Planned Unit Development's (PUD) Master Development Plan; and

Whereas, Parker Mynchenberg, Managing Member of Plantation Oaks of Ormond Beach, LLC, duly filed a request for a "Minor Amendment" to Order and Resolution No. 2012-24.

Whereas, Exhibit B, Preliminary Plan, Sheets 3-5 and 9-23 of 34, referred to in the Development Agreement Book 4988, Pages 179 through 181, and 185-198, are revised as shown; and Resolution No. 2012-24, Pages 7, 9, 21, 33, 34, 38, 39, 40, 42 are revised as shown.

Whereas, the Applicant would like to obtain Water, Sewer and Reuse Service from The City of Ormond Beach Florida in Accordance with Resolution No. 2015-168, or Book 7155, Pages 4437-4462 P.R.U.C.F.

Whereas, the Applicant would like to Revise Resolution No. 2012-24 to include the option of Constructing Lakes and Open Space in-lieu of a Golf Course.

Whereas, the Zoning Enforcement Official for Volusia County issued approval of such "Minor Amendment" by letter dated December 4, 2015, a copy of which is attached hereto and recorded herewith; the purpose of this Minor Amendment is to revise Exhibit "B", Preliminary Plan.

Now, therefore, Order and Resolution No. 2012-24 is hereby amended as such that the following pages thereof are replaced in their entireties:

Pages 7, 9, 21, 33, 34, 38, 39, 40, 42, and Exhibit "B", Preliminary Plan, prepared by Parker Mynchenberg & Associates, Inc., dated October 31, 2002, revised on May 1, 2009, and revised on September 15, 2015
are revised and hereto attached.

Said action has caused the preceding to be recorded in the Public Records of Volusia County, Florida.

Done and Ordered by the Zoning Enforcement Official for Volusia County, Florida, this 23RD day of December, 2015.

Volusia County Zoning Enforcement Official

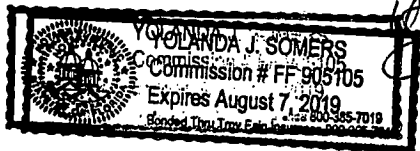
By: 
Scott Ashley

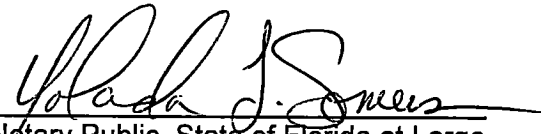
STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me, the undersigned authority, this day personally appeared Scott Ashley, well known to me to be the Zoning Enforcement Official for Volusia County, and he acknowledge(s) executing the foregoing Minor Amendment Modification under authority duly vested in them by said County as such officers and for the uses and purposes expressed therein.

WITNESS my hand and official seal this 23RD day of December, 2015.

My Commission expires:




Notary Public, State of Florida at Large

Plantation Oaks of Ormond Beach, LLC

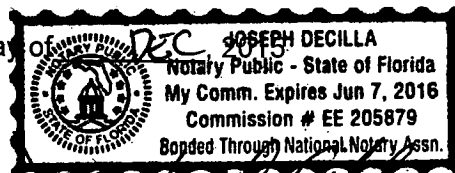
By: 
Parker Mynchenberg, P.E.
Managing Member

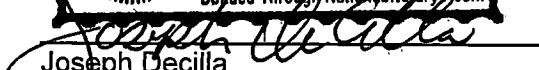
STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me, the undersigned authority, this day personally appeared Parker Mynchenberg, P.E., well known to me to be the Managing Member of Plantation Oaks of Ormond Beach, LLC, and he acknowledge(s) executing the foregoing Minor Amendment Modification under authority duly vested in them by said County as such officers and for the uses and purposes expressed therein.

WITNESS my hand and official seal this 18th day of DEC 2015

My Commission expires:




Joseph Decilla
Notary Public, State of Florida at Large

DEVELOPMENT- AGREEMENT

A. DEVELOPMENT CONCEPT - The property shall be developed as an RPUD, substantially in accordance with the Master Development Plan. The Master Development Plan shall govern the development of the property as an RPUD and shall regulate the future land use of this parcel. The parcel size is 1033.75 acres. The maximum number of dwellings proposed is 1577 units. The Development concept is based on a three phase Development with each phase divided into sub-phases. Each lot designated on the Preliminary Plan will include a single-family dwelling units and accessory structures. The Development will be an adult community with a minimum of 80% of the residents 55 years or older. Individual lots for single-family homes will be sold to the owner of the single family home. Individual sites for mobile homes will be leased to the owners of mobile homes.

1. Master Development Plan. The Master Development Plan shall consist of the Preliminary Plan and revised Preliminary Plan prepared by Parker Mynchenberg & Associates, Inc., dated July 2, 2002, and revised ~~October 31, 2002~~ September - 2015, and this Amended and Restated Development Agreement. The Preliminary Plan was previously approved and incorporated as Exhibit "B" in Order and Resolution No. 2002-199 and amendment recorded in OR Book 6407, Page 456, in the Public Records of Volusia County, Florida, and remains in full force and effect by reference. The Master Development Plan was filed and retained for public inspection in the Growth and Resource Management Department and it constitutes a supplement to the Official Zoning Map of Volusia County.

C. PHASES OF DEVELOPMENT - Phasing of the project is indicated on Sheet 6 of 34 of Preliminary Plan entitled Preliminary Phasing Plan, attached as Exhibit "B" to Order and Resolution No. 2002-199, and remains in full force and effect by reference. The following is a breakdown of the proposed phases by number of units and construction completion.

PHASE	# UNITS	BEGIN CONSTRUCTION	COMPLETE CONSTRUCTION
1	669	<u>2016</u> 2012	<u>2024</u> 2018
2	<u>427</u> 414	<u>2016</u> 2015	<u>2024</u> 2021
3	<u>481</u> 494	2021	2025
TOTAL	1,577		

The above schedule is estimated. The phasing and construction may be accelerated due to market demands or concurrent construction of phases. All land use/improvements assigned to each phase as referenced on the Preliminary Plan, Exhibit "B", and revised Preliminary Plan Exhibit B to Order and Resolution No. 2002-199 shall be provided.

D. LAND USES WITHIN THE PUD - The development of the parcel shall be consistent with the uses prescribed for each area within the proposed RPUD. The location and size of said land use areas are shown on Sheet 1 of 9 of Preliminary Plan entitled, Preliminary Zoning Plan, Exhibit "B" to Order and Resolution No. 2002-199, and amendment recorded in OR Book 6407, Page 456, in the Public Records of Volusia County, Florida, and remains in full force and effect by reference. The following land uses shall be allowed as permitted principal uses and structures along with their customary accessory uses and structures:

substituted for fifty (50) percent of the required four (4) Group A trees per 100 L.F. or shall consist of existing natural vegetation. Open space corridors adjacent to Old Dixie Highway and 1-95 shall consist of existing natural vegetation.

4. C - Conservation

- (a) Purpose and Intent - This classification is intended to provide protection for existing onsite wetlands and upland buffers. It is further intended to protect and preserve the natural environment of selected areas such as submerged grassy areas, coastal marshes, mangrove areas, estuaries and other important habitats; marine life and wildfowl; significant fresh water swamps and natural cypress and sawgrass areas that act as water retention areas; fishing, hunting and wildlife areas and any other unusual or unique feature or areas.
- (b) Permitted Principal Uses and Structures - Coastal marshes, Mangrove Areas and Estuaries Fishing, Hunting and Wildlife Management Areas Nature Trails
- (c) Dimensional Requirements - None
- (d) Off-Street Parking and Loading Requirements - None
- (e) Types of Signs Permitted
 - (1) Permanent Wetland or Upland Buffer Information Signage

5. R - Recreation

- (a) Purpose and Intent - The Recreation (R) Classification encourages the development of a full range of sport, active and passive uses.

of the project does not have any historical or archaeological significance. The status of the Old Kings Road right-of-way will be reviewed during the development review process.

G. SEWAGE DISPOSAL, POTABLE WATER, AND SITE IRRIGATION - The project site shall be served by City of Ormond Beach ~~Volusia County~~ Utilities in accordance with the comprehensive plan, the land development code, and State of Florida Administrative Code 64E-6 and 64E-8.

The onsite sewage collection system, water distribution system and effluent reuse system for golf course irrigation will be designed in accordance with City of Ormond Beach ~~Volusia County~~ specifications, and will be owned and operated by City of Ormond Beach ~~Volusia County~~. Reuse disposal will be required on the golf course with the (OS) zoning designation. Reuse when available will be required to irrigate lots or roadways. Dry lines or reuse mains may be required in the Development. A temporary septic system may be utilized for sewage disposal for the golf course, golf and park maintenance facilities, and restrooms until central utility to that phase is available.

Site irrigation may ~~will~~ consist of two (2) separate irrigation systems. One system will irrigate the golf course and golf facilities. The system will be designed to draft irrigation from the onsite lake and ribbon pond and will be designed to accept effluent reuse as it becomes available.

The second system will service all landscaped areas outside of the golf course, including but not limited to, public and private road rights-of-ways, single-family home lots, mobile home spaces, recreation and neighborhood commercial zoning areas. These areas will be irrigated primarily by wells and in accordance with the approved St. Johns River Water Management District Consumptive Use Permit. All irrigation mains will

be purple and meet City of Ormond Beach ~~Volusia County~~ requirements for effluent reuse so, in the future, if reuse is available in excess of the golf course demands, the irrigation mains will be plumbed to convert to reuse in the future.

H. STORMWATER DRAINAGE - Provision for stormwater retention shall be in accordance with the land development code, as amended, and Resolution No. 86-192.

I. ACCESS AND TRANSPORTATION SYSTEM IMPROVEMENTS - All access and transportation system improvements shall be provided in accordance with the Land Development Code, as amended. The parcel shall be developed in substantial accordance with the following access and transportation system improvements.

1. Access. As part of the Phase 1 construction, Broadway Avenue, a 100 foot wide dedicated County road will be constructed from U.S. 1 to Old Dixie Highway per the Preliminary Development Plan. The 100-foot right-of-way will be renamed to Plantation Oaks Boulevard. A traffic study has been prepared by Traffic, Planning & Design, Inc. The number of driveways onsite proposed to intersect the Plantation Oaks Boulevard extension is as follows:

- (a) Entrance to school site.
- (b) Entrance to Phase 2.
- (c) Entrance to Phase 3.
- (d) Entrance to golf course clubhouse.
- (e) Entrance to Phase 1 development.
- (f) Entrance to power line and to the maintenance area.

tree survey , only a survey of specimen trees. Replacement trees and calculations will be provided at Final Site Plan or Preliminary Plat permitting. The lot lines will be adjusted wherever possible to preserve the existing hardwoods. 126 acres or 12% of the site is designated Conservation (C). Existing trees within the C designation will remain.

Based on the surveyed statistical analysis, the developed site is providing the required 15% retention of existing trees.

All streets, both public (Plantation Oaks Boulevard) and private, can at the developers discretion will be required to provide street trees at a minimum spacing of thirty-five feet (35 ft.). The street trees will be hardwoods and a minimum caliper of 2 inches D.B.H. up to 50% of the street trees can be palms. Recreation (R) designated areas will require one (1) tree (2 inches D.B.H. minimum) per 2,500 S.F. of landscape area.

N. PRELIMINARY/FINAL PLAT - A Preliminary/Final Plat will be prepared and reviewed for each phase of Development. The Preliminary/Final Plat will be reviewed by the County per the Land Development Code for each phase. The Preliminary/Final Plat shall be prepared at a minimum scale of 1" = 50 ft. and shall meet the requirements of Chapter 177, Florida Statutes.

O. VOLUSIA COUNTY IMPACT FEES - The following impact fees will be paid to Volusia County by the Applicant, in accordance with Chapter 70 of the Volusia County Code of Ordinances.

1. Fire Impact Fees
2. Road Impact Fees

3. School Impact Fees

4. Park Impact Fees

Road, School, Fire, and Park impact fees will be payable by the Applicant to Volusia County prior to issuance of a Certificate of Occupancy for the permitted structure.

The applicant agrees to pay to Volusia County School Impact Fees.

The applicant proposes to donate a 23.11-acre school site as indicated on the Preliminary Plan, to the Volusia County School Board. The site will front on Plantation Oaks Boulevard. A twelve-inch (12") potable water main and an eight-inch (8") sanitary force main shall be provided by the Applicant to the site with the Phase I improvements. The appraised value of the school site at the time of donation will be credited against the Phase I and subsequent phases School Impact Fees.

The Applicant proposes to dedicate a one and one half (1%) acre fire station site located within the project and adjacent to and easterly of proposed Plantation Oaks Boulevard. The appraised price of the fire station site will be credited against the Phase I Fire Impact Fee.

City of Ormond Beach ~~Volusia County~~ shall provide utilities to the site, a Master Utility Agreement will be prepared and executed between the Applicant and City of Ormond Beach ~~Volusia County~~ for the entire development. As phases are developed, Supplemental Utility Agreements will be prepared based on the equivalent residential units (ERCs) in each phase.

~~Due to the fact that the Applicant has agreed to pay the School Impact Fee for all dwellings, and in consideration of the magnitude of the water, sewer and reuse infrastructure improvements and associated costs, which are borne by the Applicant, the~~

~~County agrees in the Master Utility Agreement, to allow dry line permitting and construction of the water, sewer and reuse improvements in Phase I prior to payment of water and sewer impact fees.~~

~~Execution of phased Supplemental Utility Agreements and payment of required water and sewer impact fees are due and payable per City of Ormond Beach requirement prior to requesting clearance of the facilities for service. Guaranteed revenues will commence twelve (12) months after execution of the Supplemental Utility Agreement for each phase of sub-phase.~~

P. MODEL HOMES - Concurrent with construction and completion of the infrastructure, the Applicant may permit and construct model homes. The maximum number of models allowed cannot exceed 20% (twenty percent) of the total lots or spaces in the sub-phase under construction. Construction cannot commence until fire protection and stabilized access is provided. No model home will receive a final C.O. (Certificate of Occupancy) until the infrastructure for the phase is completed and approved by the City of Ormond Beach (for Utilities), Volusia County.

Q. SIGNAGE - The Preliminary Development Plan (Sheet 24 of 34), as indicated in Exhibit "B" of Order and Resolution No. 2002-199, includes details, size, structure, and copy area for the signage proposed for the Development.

Major signs as indicated on the Preliminary Development Plan, are proposed at the Entrance to Phase 1, 2 and 3. Minor signs, as indicated on the Preliminary Development Plan, are proposed at the Golf Clubhouse entrance and at the

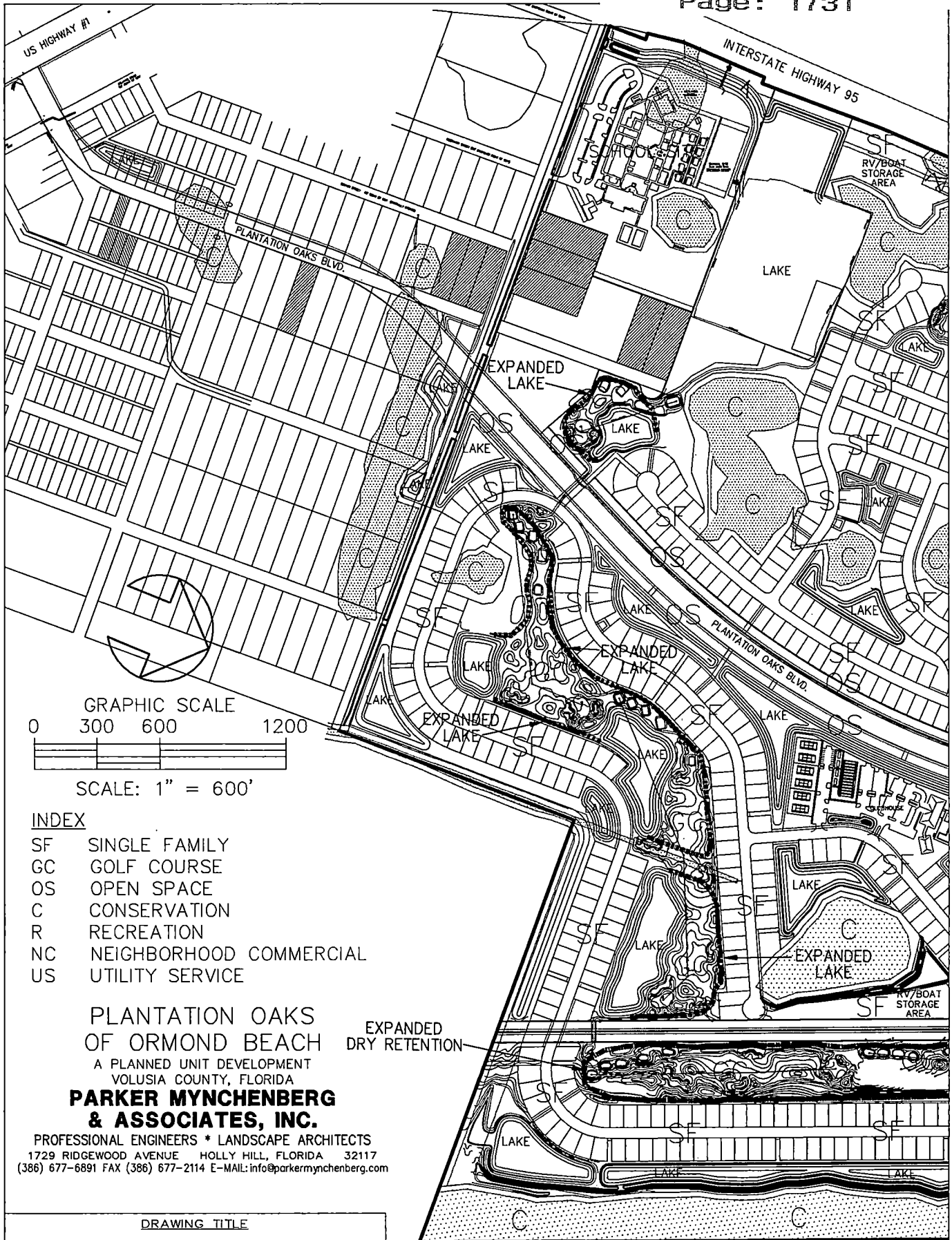
U. CLUBHOUSE AND GOLF CLUBHOUSE CONSTRUCTION STANDARDS -

The Golf Clubhouse and Community Clubhouses will be built concurrently with construction of the Golf Course or with construction of the infrastructure of each phase and designed and constructed in accordance with the Florida Building Code. A hardened community clubhouse or similar structure shall be constructed to withstand 150 mph winds, as an emergency shelter for the residents of any mobile home park phase shall address the provisions for Mitigation of Hurricane Preparedness Impacts as stipulated in 9J-2.0256(5) F.A.C.

V. BINDING EFFECT OF PLANS; RECORDING; AND EFFECTIVE DATE -

The Master Development Plan, including any and all supplementary Orders and Resolutions, and the Preliminary Plan, shall bind and inure to the benefit of the Applicant and his successor in title or interest. The PUD zoning, provisions of the Development Agreement and all approved plans, shall run with the land and shall be administered in a manner consistent with the zoning code, as amended.

This Order and Resolution and all subsequent Orders and Resolutions shall be filed with the Clerk of Court and recorded within sixty (60) days following execution of the document by the Volusia County Council, in the Official Records of Volusia County, Florida. One (1) copy of the document, bearing the book and page number of the Official Record in which the document was recorded, shall be submitted to the Growth and Resource Management Department. The date of receipt of this document by the Growth and Resource Management Department shall constitute the effective date of the PUD or its subsequent amendments. The Applicant shall pay all filing costs for recording documents.



GRAPHIC SCALE
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SCALE: 1" = 600'

INDEX

SF SINGLE FAMILY
GC GOLF COURSE
OS OPEN SPACE
C CONSERVATION
R RECREATION
NC NEIGHBORHOOD COMMERCIAL
US UTILITY SERVICE

PLANTATION OAKS OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

PARKER MYNCHENBERG & ASSOCIATES, INC.

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

DRAWING TITLE

ANNOTATED LAND USE PLAN

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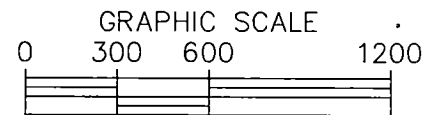
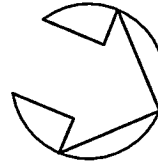
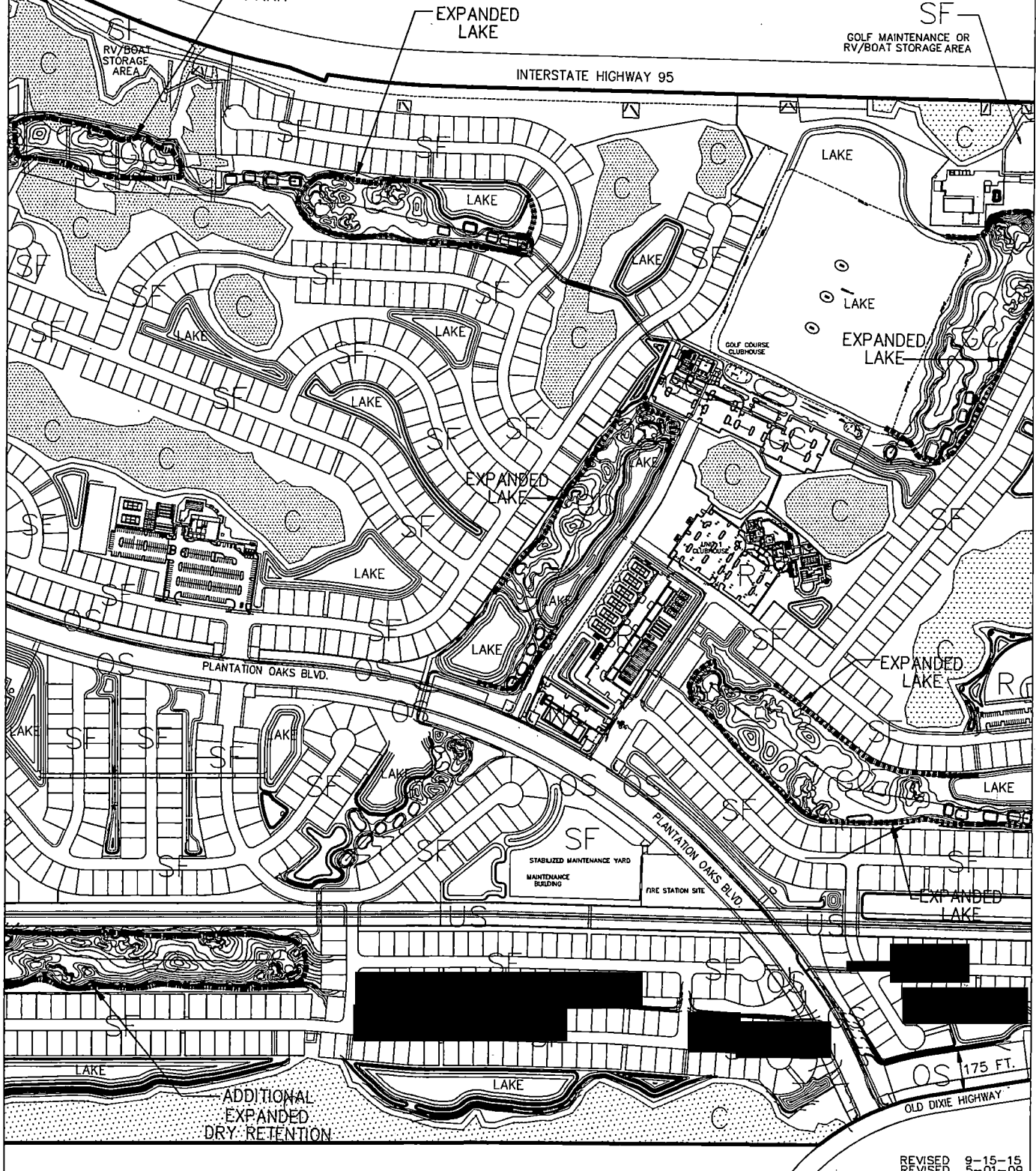
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REVISED 5-01-09
SHEET 3 OF 34

PLANTATION OAKS
OF ORMOND BEACHA PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA**PARKER MYNCHENBERG
& ASSOCIATES, INC.**PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
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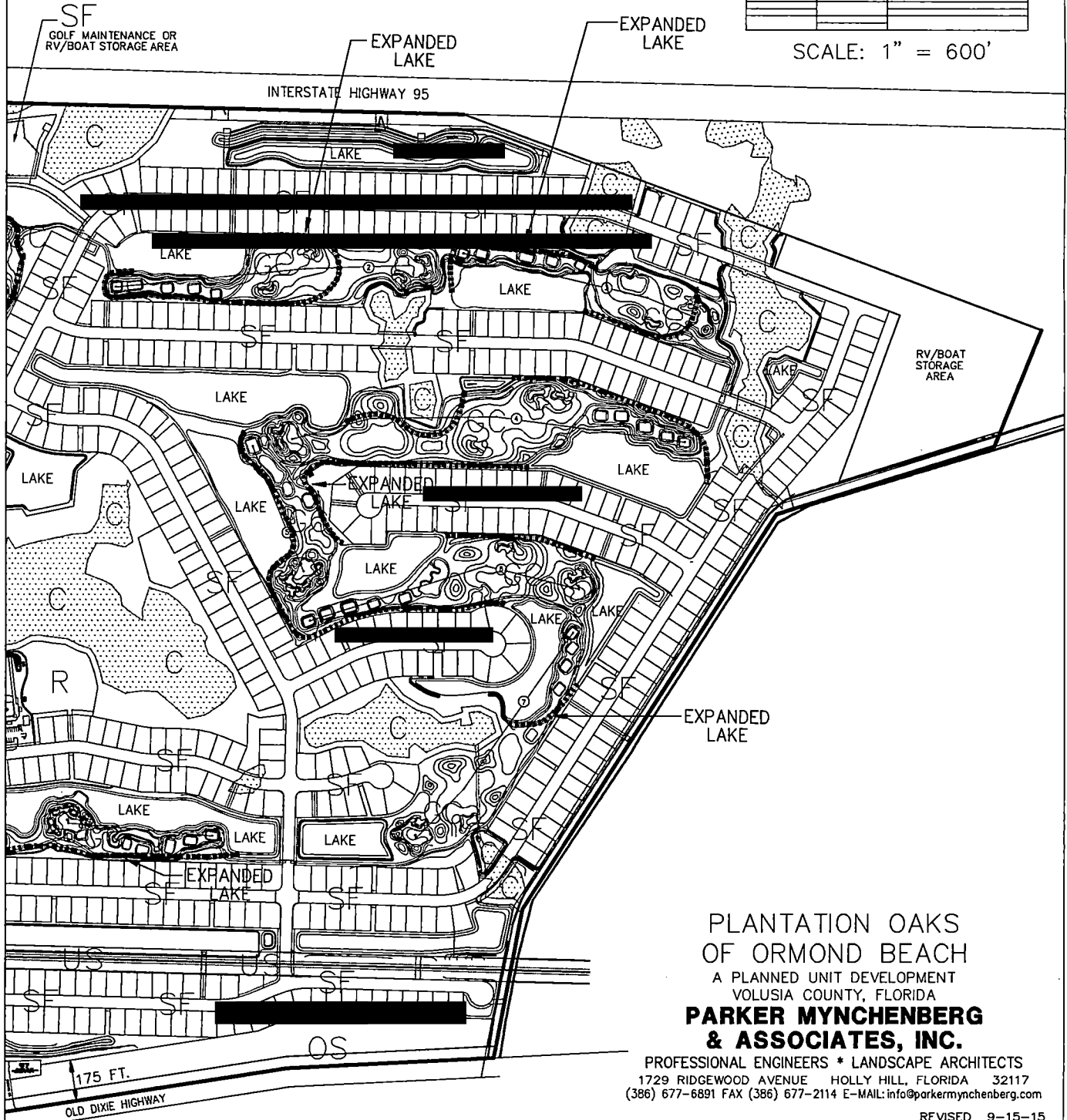
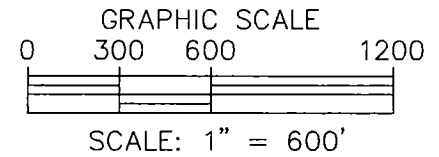
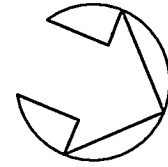
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REVISED 5-01-09

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PLANTATION OAKS
 OF ORMOND BEACH
 A PLANNED UNIT DEVELOPMENT
 VOLUSIA COUNTY, FLORIDA
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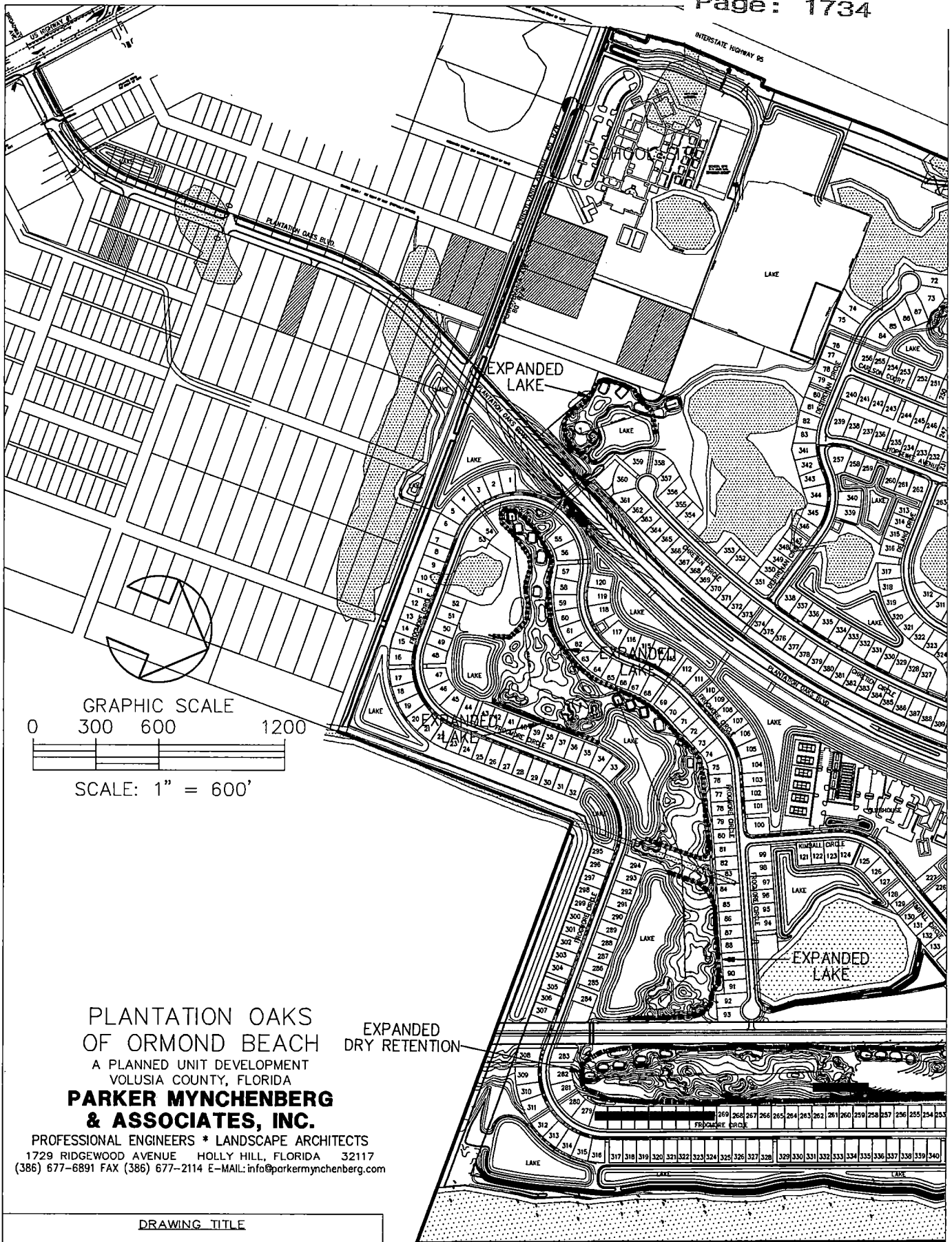
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PLANTATION OAKS
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EXPANDED DRY RETENTION

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MASTER DEVELOPMENT PLAN

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PLANTATION OAKS
OF ORMOND BEACH

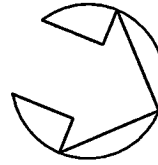
A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
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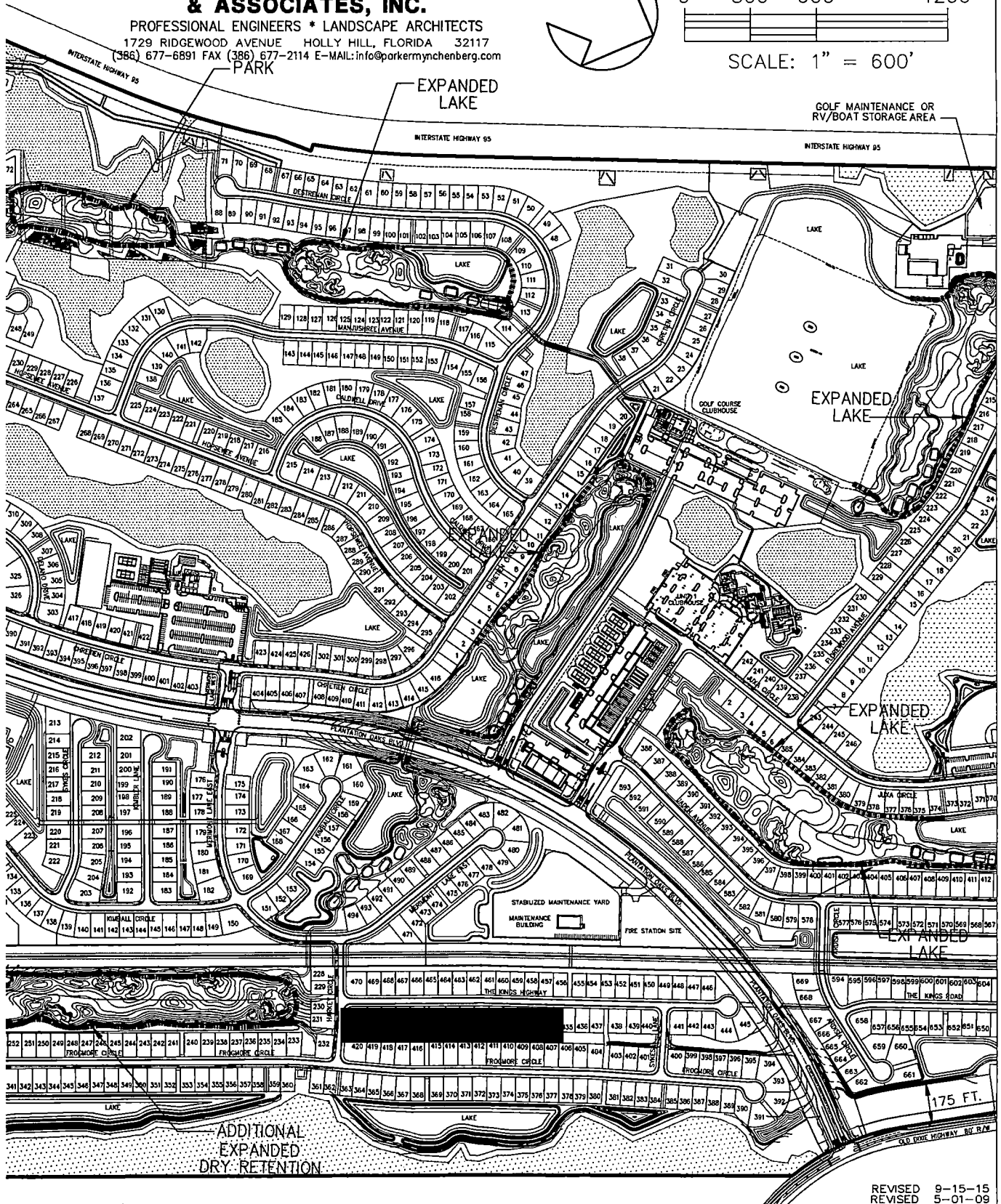
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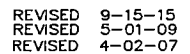


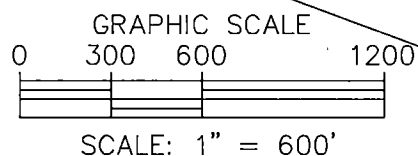
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PLANTATION OAKS OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

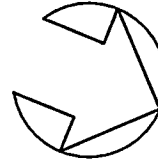
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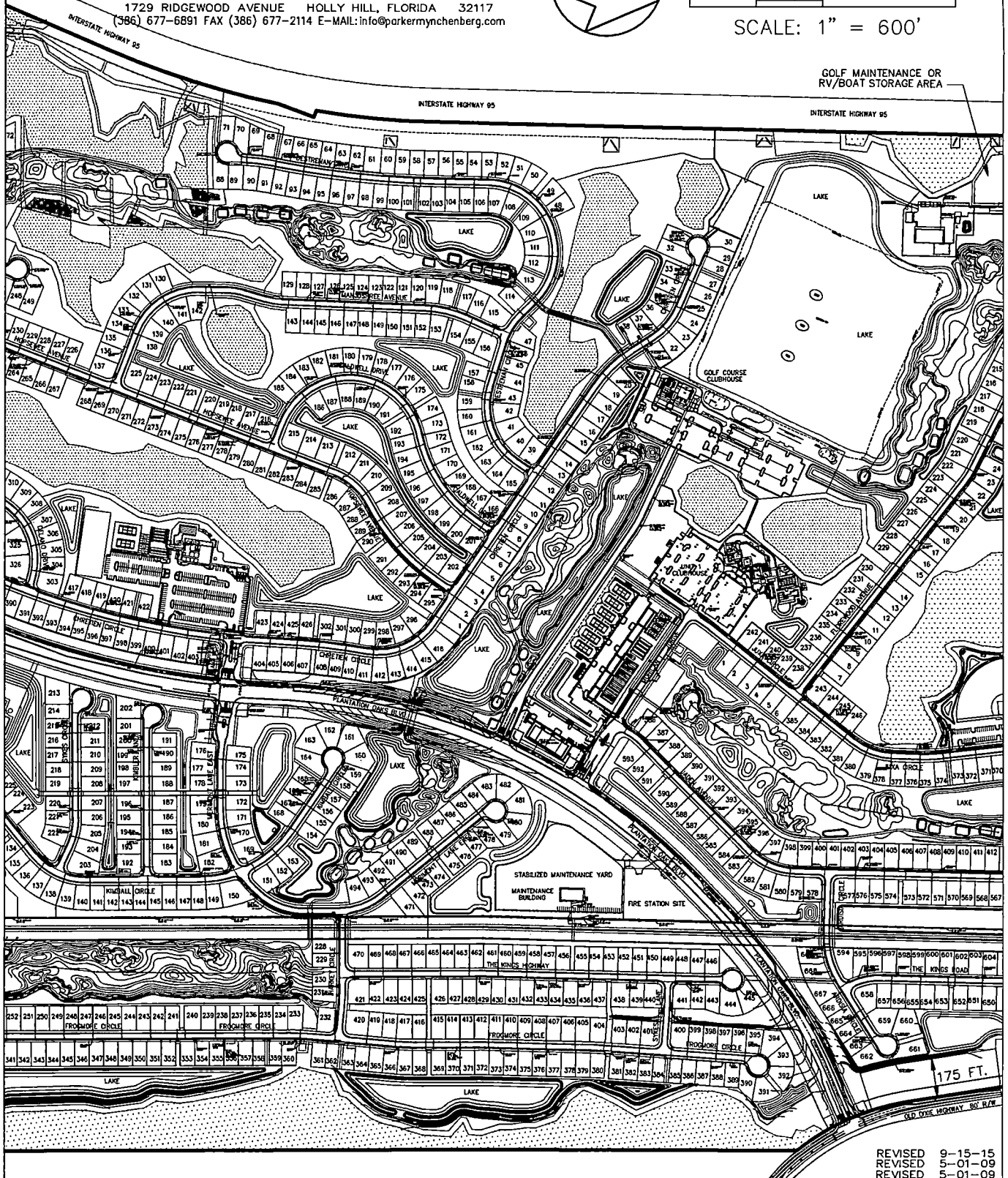
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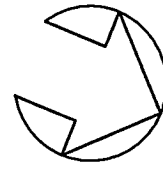


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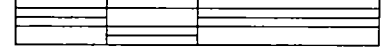


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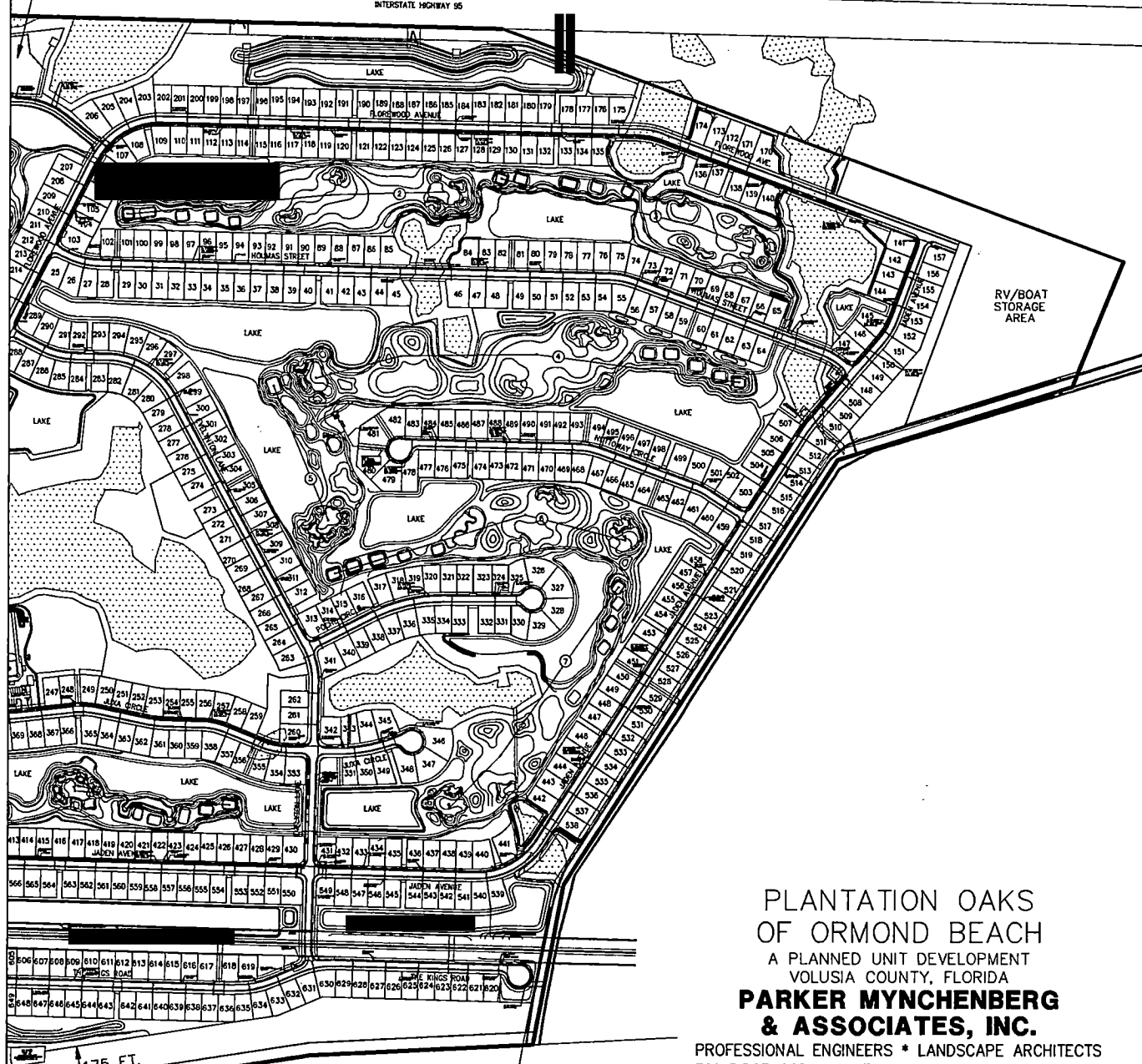
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INTERSTATE HIGHWAY 95



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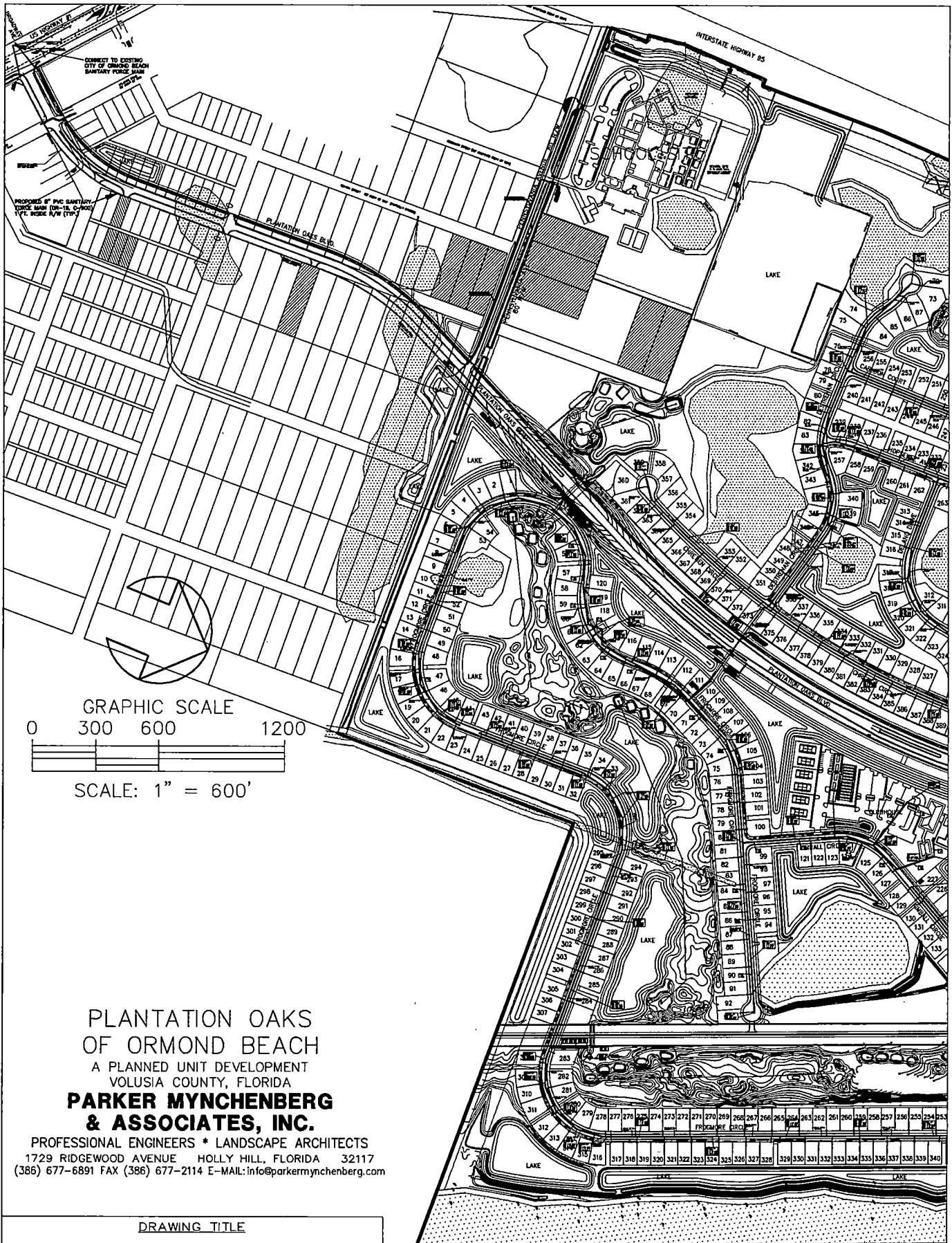
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MASTER WATER PLAN

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PLANTATION OAKS OF ORMOND BEACH

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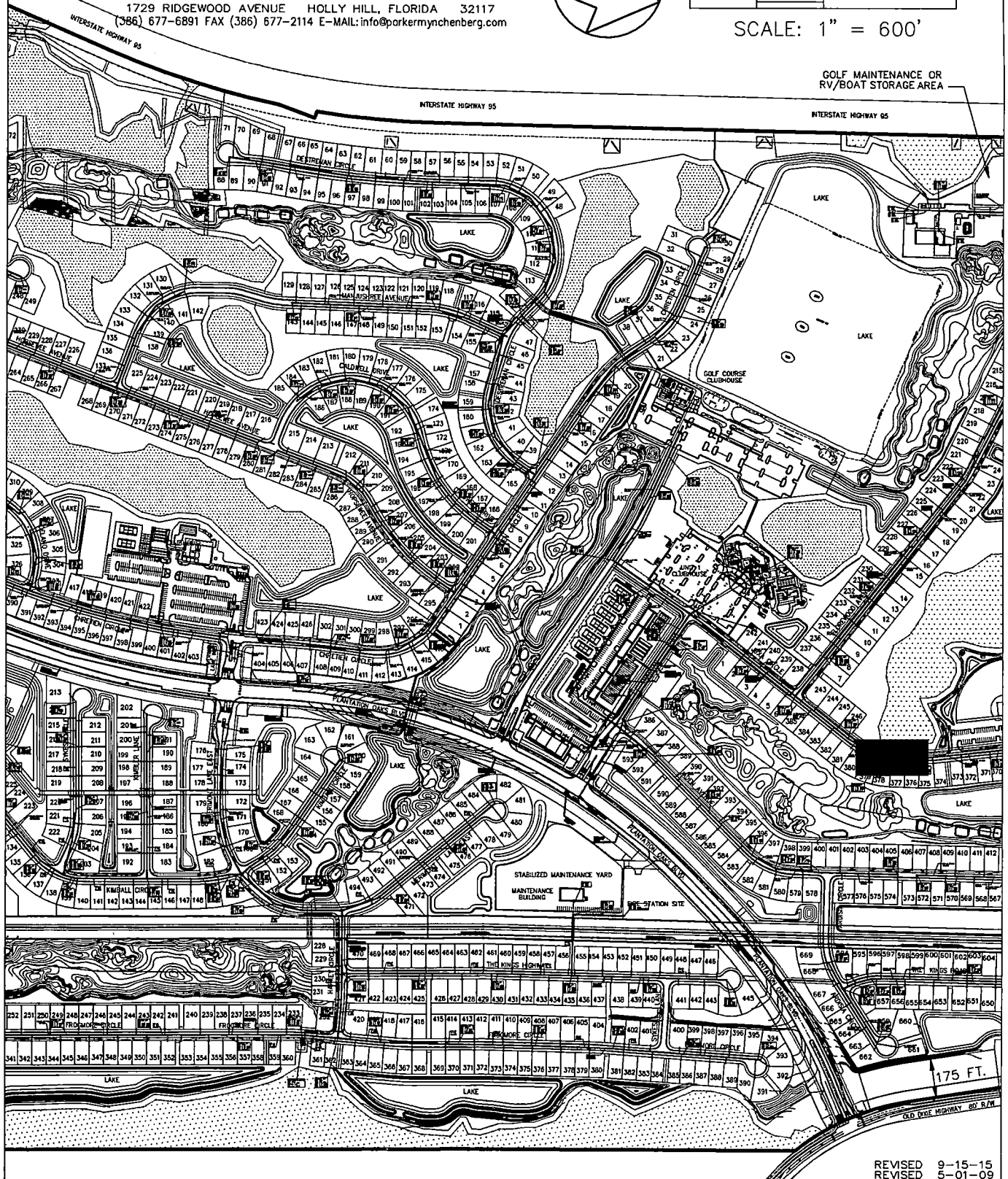
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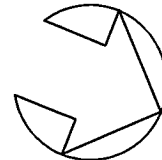


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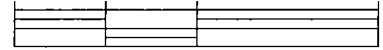


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— GOLF MAINTENANCE OR
RV/BOAT STORAGE AREA

INTERSTATE HIGHWAY 95

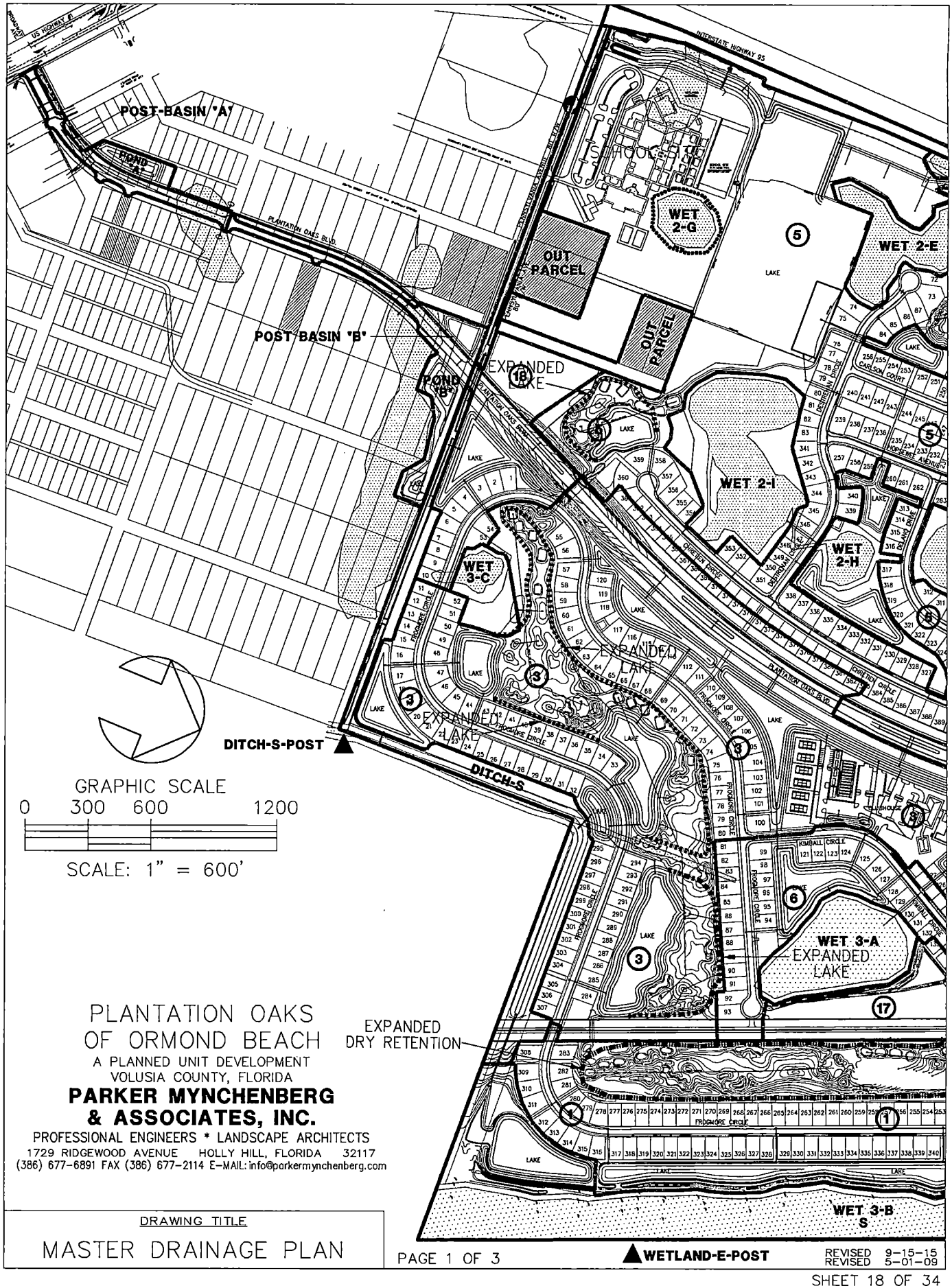


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MASTER SEWER PLAN

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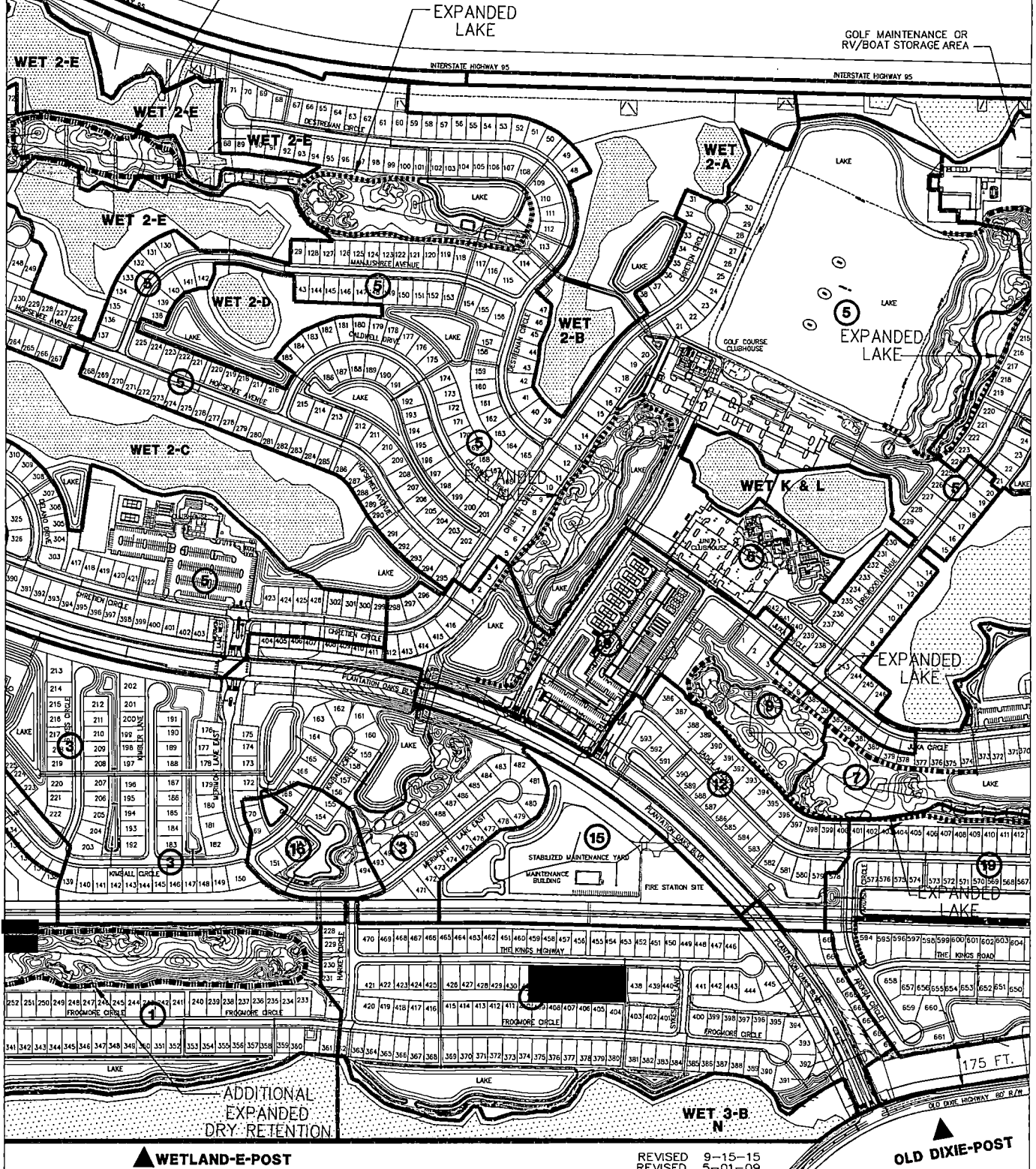
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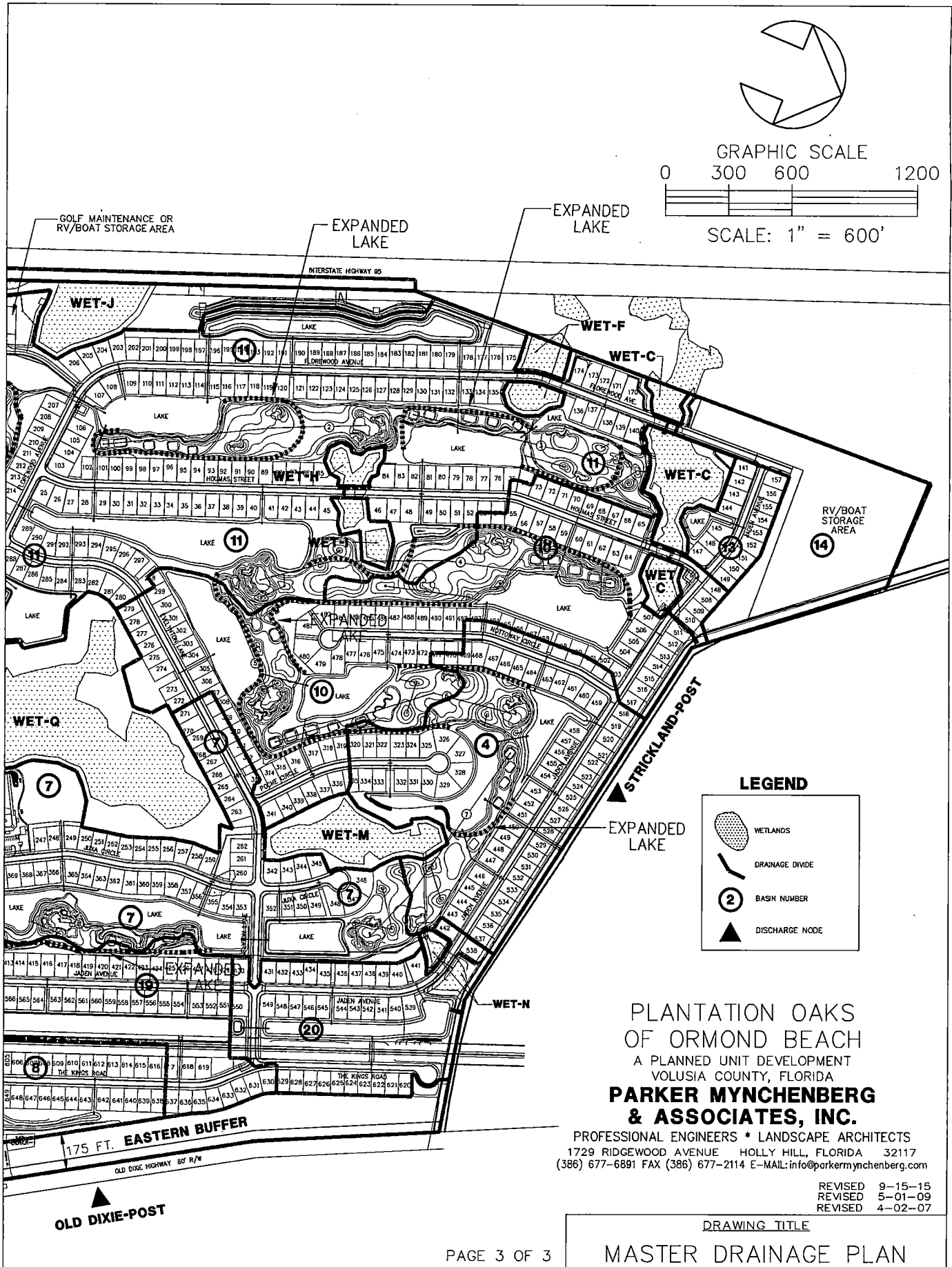


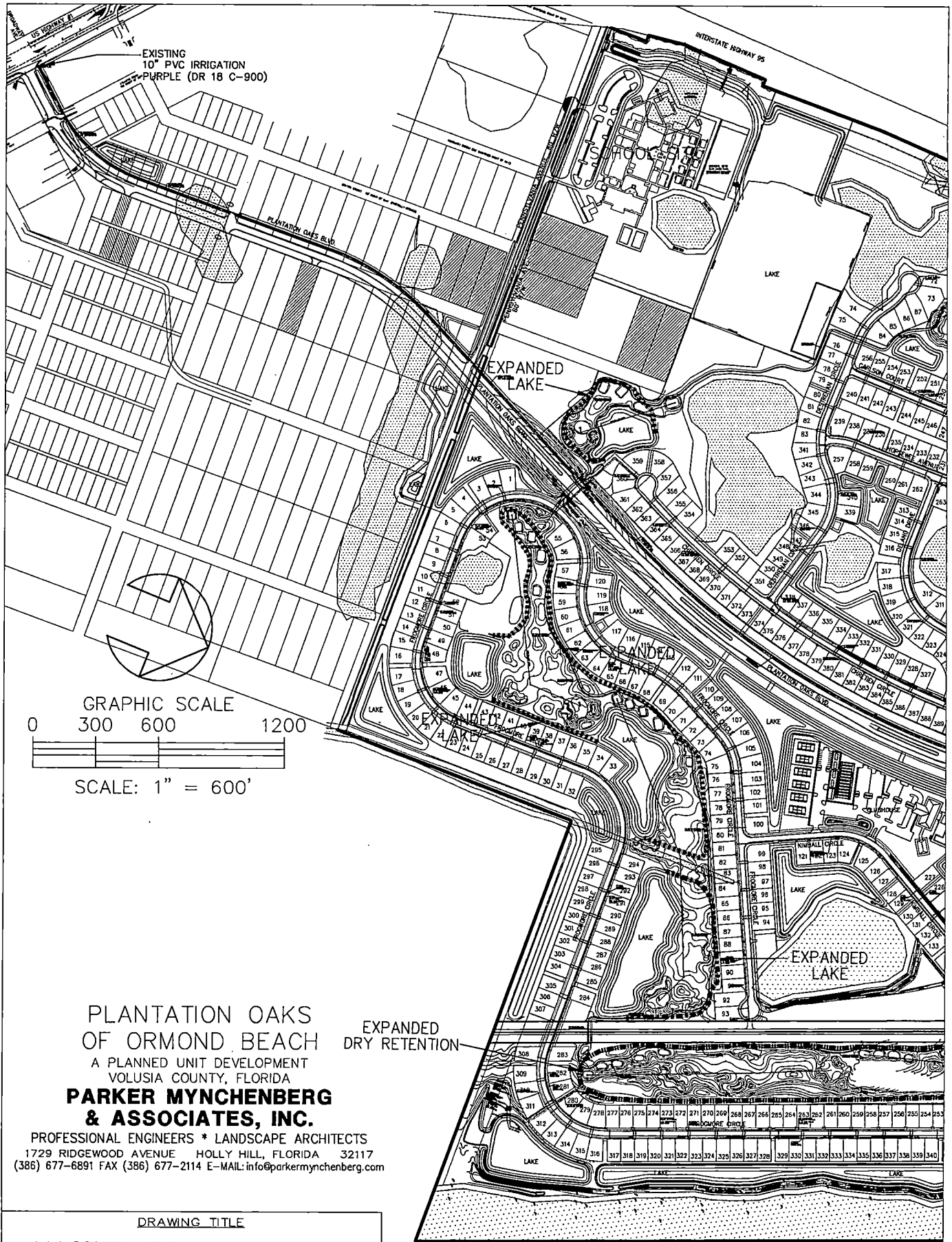
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OLD DIXIE-POST

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PLANTATION OAKS
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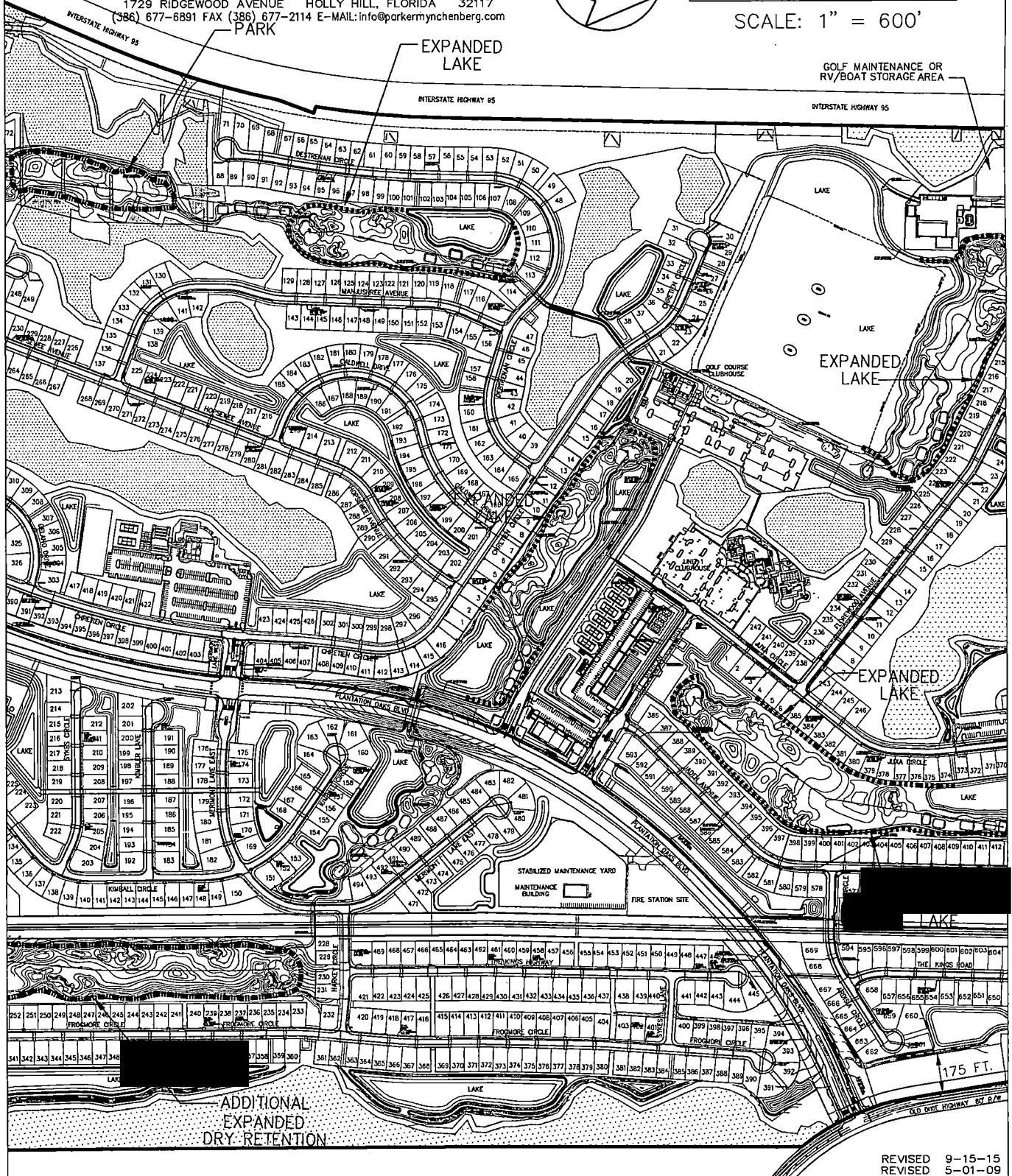
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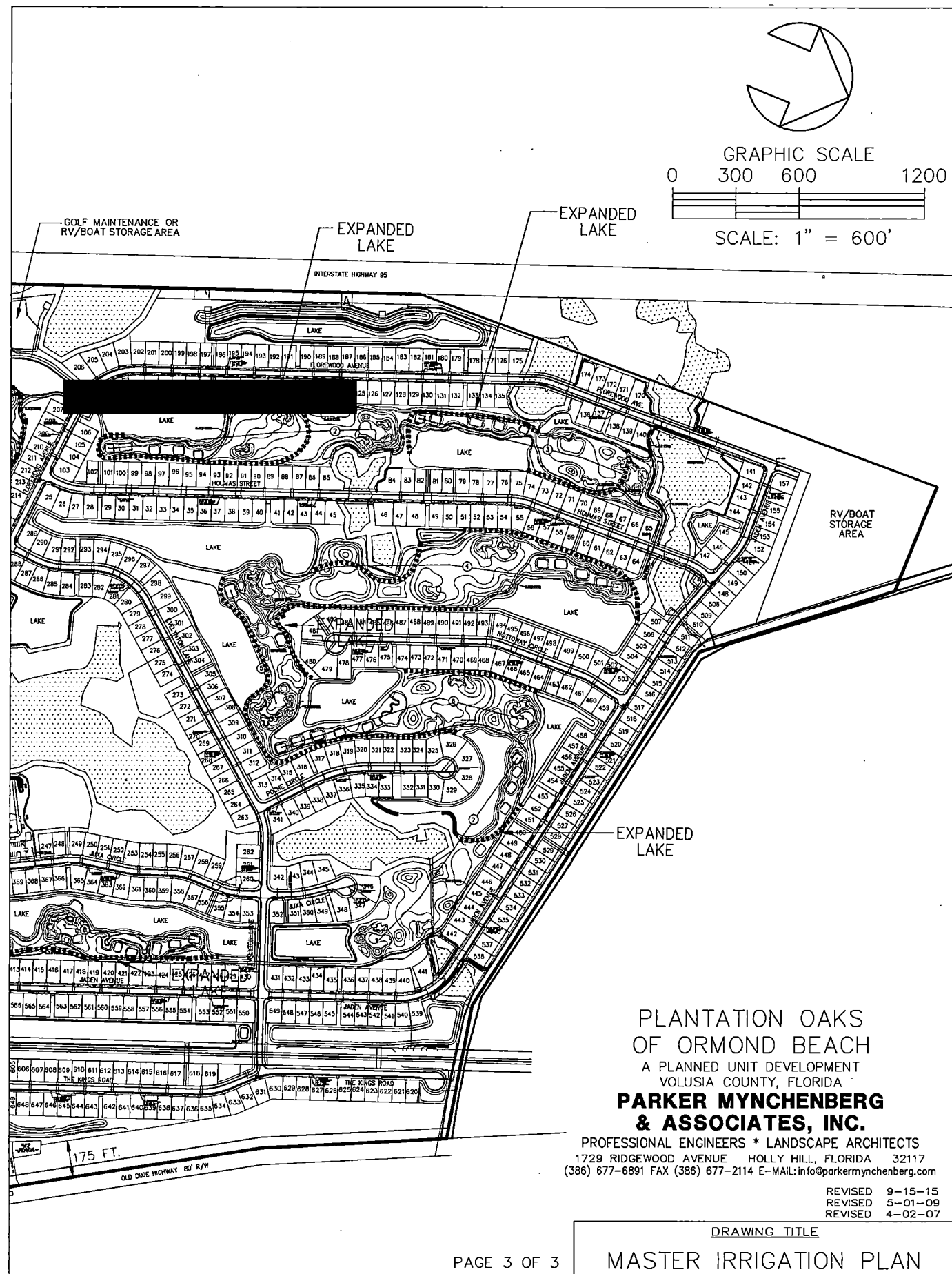
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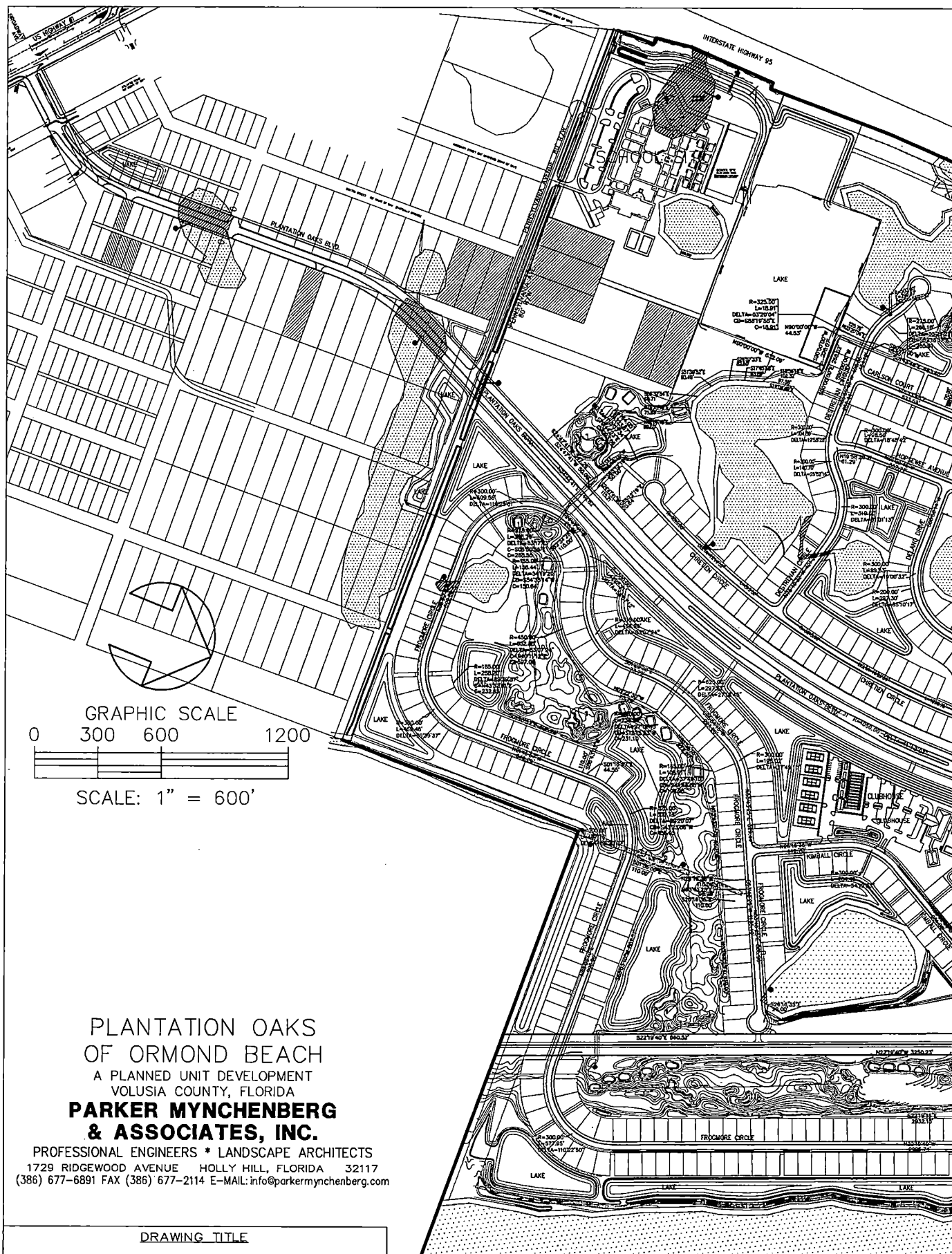


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REVISED 9-15-15
REVISED 5-01-09

SHEET 22 OF 34





DRAWING TITLE
 HORIZONTAL CONTROL PLAN

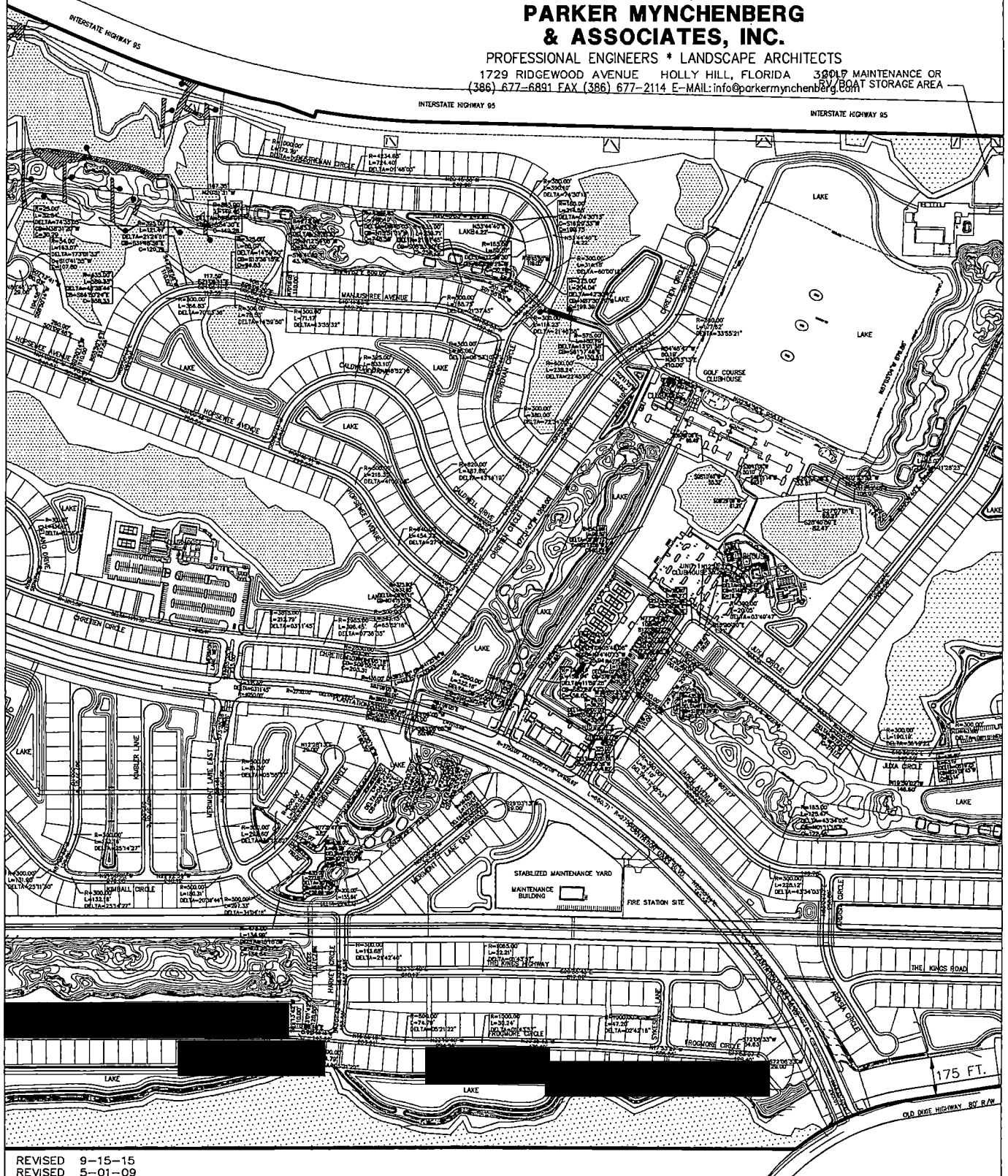
PAGE 1 OF 3

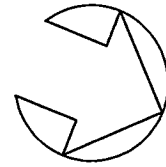
REVISED 9-15-15
 REVISED 5-01-09
 SHEET 32 OF 34

HORIZONTAL CONTROL PLAN

PLANTATION OAKS
OF ORMOND BEACHA PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS

1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32119 MAINTENANCE OR
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com BOAT STORAGE AREA



0 300 600 1200



SCALE: 1" = 600'

— GOLF MAINTENANCE OR
RV/BOAT STORAGE AREA

INTERSTATE HIGHWAY 95

RV/BOAT
STORAGE
AREA

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

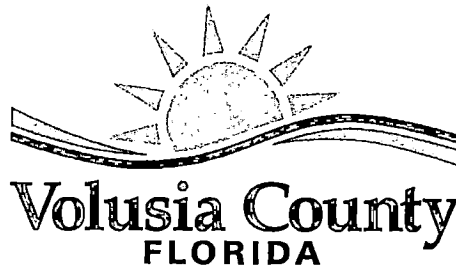
REVISED 9-15-15
REVISED 5-01-09
REVISED 4-02-07

DRAWING TITLE

PAGE 3 OF 3

HORIZONTAL CONTROL PLAN

SHEET 34 OF 34



**Growth and Resource Management
Planning and Development Services**

December 4, 2015

Mr. Parker Mynchenberg, P.E.
Parker Mynchenberg & Associates
1729 Ridgewood Avenue
Holly Hill, FL 32117

**RE: Rendition letter for MA-16-004
Minor Amendment Request
Plantation Oaks of Ormond Beach RPUD - Resolution 2012-24**

Dear Mr. Mynchenberg:

This office has not received any objections from the Volusia County Council regarding your requested minor amendment to the above-referenced resolution for the Plantation Oaks Residential Planned Unit Development (RPUD) zoned property. Therefore, the request to amend the RPUD written development agreement is hereby approved.

The requested amendment modifies certain provisions of the development agreement sections as follows:

Sections A.1. Master Development Plan; C. Phases of Development; 3. OS - Open Space subsection (d); G. Sewage Disposal, Potable Water and Site Irrigation; M. Tree Surveys and Replacements Requirements; O. Volusia County Impact Fees; P. Model Homes; and U. Clubhouse and Golf Clubhouse Construction Standards of the agreement.

These minor modifications are more specifically described below:

- Revision date for the new RPUD Preliminary Plan.
- Revises the project phasing schedule.
- Revision to allow use of natural vegetation within the internal street landscape buffer.
- Revises several sections to change the project water and sewer provider from Volusia County Utilities to the City of Ormond Beach.
- Revises the language for concerning when the golf or community clubhouses will be constructed.

Mr. Parker Mynchenberg, P.E.
December 4, 2015
Page 2

The Development Agreement is enclosed and requires the property owner(s) signature with notarization. Please return the document with a check made payable to the Clerk of Court in the amount of \$290.50 for the recording fees to:

Volusia County
Attention: Sara Payne, Room 202
Thomas C. Kelly Administration Center
123 W. Indiana Avenue
DeLand, FL 32720

The fee was calculated at the rate of \$10.00 for the first page and \$8.50 for each additional page (34 pages). The county staff will then have the agreement signed by the Volusia County Growth and Resource Management Director and sent for recording into the public records of Volusia County. Once the Clerk of Court provides the recorded document, county staff will provide you with the executed document with the official record book and page number stamp for your records.

The applicant is advised that any use or development of the subject property will be required to meet concurrency and other requirements of the adopted Volusia County

Please provide a copy of this letter and the recorded minor amendment document to the Land Development office and Building Permit office to assist in granting of any applicable development order and building permits.

If there are any questions about this process, please contact this office at (386) 736-5959.

Sincerely,


Scott Ashley, AICP
Senior Zoning Manager

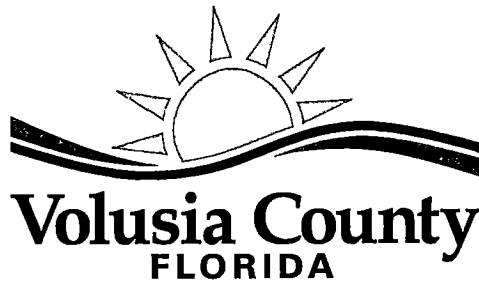
Enclosure

C: Kelli McGee, Director, Growth & Resource Management Department
Palmer Panton, Director, Planning & Development Services Division
John Thomson, AICP, Land Development Manager
Shannon Eller, Assistant County Attorney
Marcy Zimmerman, Deputy Clerk
Zoning Technicians
Case file MA-16-004

July 15, 2016

**Volusia County
Staff (minor amendment)**

**Book 7285
Pages 4169-4175**



Growth and Resource Management
Planning and Development Services

July 15, 2016

Mr. Parker Mynchenberg, P.E.
Managing Member
Plantation Oaks of Ormond Beach, LLC
1729 Ridgewood Avenue
Holly Hill, FL 32117

**RE: Rendition letter for MA-16-059 (RSN 844626)
Minor Amendment to Resolution 2012-24
Plantation Oaks of Ormond Beach Residential Planned Unit Development
(RPUD)**

Dear Mr. Mynchenberg:

This office has not received any objections from the Volusia County Council regarding your requested minor amendment to the above-referenced resolution for the Plantation Oaks of Ormond Beach Residential Planned Unit Development (RPUD) zoned property. Therefore, the request to amend the RPUD written development agreement is hereby approved.

The requested amendment modifies certain provisions of the development agreement section as follows:

- Amend Exhibit "B", Preliminary Plan, Sheets 3, 9, 12, 15, 18, 21, 28 and 32 of 34 referred to in the Development Agreement Book 4988, Pages 179 through 181, and 185-198, revised as shown; and Resolution No. 2012-24, Pages 7 and 39 revised as shown.
- Provide to the School Board of Volusia County an alternate school site and pre-pay school impact fees for the entire development.
- Amend Resolution No. 2012-24 to release the Plantation Oaks of Ormond Beach school site and reserve Future Development Rights on the site.

**IN RE: APPLICATION OF PARKER MYNCHENBERG, MANAGING MEMBER
PLANTATION OAKS OF ORMOND BEACH, L.L.C.**

**MINOR AMENDMENT TO ORDER AND RESOLUTION NO. 2012-24
PLANTATION OAKS OF ORMOND BEACH RPUD**

Whereas, Section 72-289(6) of the Zoning Ordinance of Volusia County, Florida provides for "Minor Amendments not altering the intent and purpose" of an approved Planned Unit Development's (PUD) Overall Development Plan; and

Whereas, Parker Mynchenberg, Managing Member of Plantation Oaks of Ormond Beach, LLC, duly filed a request for a "Minor Amendment" to Order and Resolution No. 2012-24.

Whereas, Exhibit "B", Preliminary Plan, Sheets 3, 9, 12, 15, 18, 21, 28 and 32 of 34 referred to in the Development Agreement Book 4988, Pages 179 through 181, and 185-198, are revised as shown; and Resolution No. 2012-24, Pages 7 and 39 are revised as shown.

Whereas, the Applicant would like to provide to the School Board of Volusia County an alternate school site and pre-pay school impact fees for the entire development.

Whereas, the Applicant would like to Revise Resolution No. 2012-24 to release the Plantation Oaks of Ormond Beach school site and reserve Future Development Rights on the site.

Whereas, the Zoning Enforcement Official for Volusia County issued approval of such "Minor Amendment" by letter dated July 15, 2016, a copy of which is attached hereto and recorded herewith; the purpose of this Minor Amendment is to revise Exhibit "B", Preliminary Plan.

Now, therefore, Order and Resolution No. 2012-24 is hereby amended by deleting certain language as shown by strikethrough and adding certain language by underline, as shown as such that the following development agreement sections and noted Exhibit "B", Preliminary Plan changes thereof are replaced in their entireties:

A. DEVELOPMENT CONCEPT

...

1. Master Development Plan. The Master Development Plan shall consist of the Preliminary Plan and revised Preliminary Plan prepared by Parker Mynchenberg & Associates, Inc., dated July 2, 2002 and revised May 01, 2009, September 15, 2015, and April 30, 2016. The Preliminary Plan was previously approved and incorporated as Exhibit "B" in Order and Resolution No. 2002-199 and amendment recorded in OR Book 6407, Page 456, and Order and Resolution No. 2012-24

and amendment recorded in OR 7201, Page 1720, in the Public Records of Volusia County, Florida, and remains in full force and effect by reference. The Master Development Plan was filed and retained for public inspection in the Growth and Resource Management Department and it constitutes a supplement to the Official Zoning Map of Volusia County.

E. DEVELOPMENT STANDARDS.

1. SF - Single-Family Standard, Single-Family Zero Lot Line Villas or Single-Family Mobile Home Dwellings

...

(b) Permitted Uses and Structures

- (1) Single-Family Dwellings
 - a) Single-Family Standard
 - b) Single-Family Zero Lot Line Villas
 - c) Mobile Homes
- (2) RV, Boat and Trailer Storage
- (3) Contractors Storage Yard (serving Plantation Oaks Development)
- (4) Maintenance Facilities
- (5) Temporary Sales Office
- (6) Model Center
- (7) Recreational Facilities
- (8) Entrance Guard Pavilion
- (9) Gazebos, Pavilions, Docks, Bleachers, and Decks.
- (10) Free Standing Restroom Facilities.
- (11) Utility Service Uses and Facilities, including treated sewage storage and disposal according to regulations of the Florida Department of Environmental Protection, access roads, and water treatment and storage facilities.
- (12) Excavations for Lakes and Stormwater Management Facilities serving the Community.
- (13) Service Area may include, but not be limited to irrigation well and pump, temporary storage of setup materials and maintenance equipment.
- (14) Communication systems, cable TV, antenna (maximum height 70 feet), and equipment.
- (15) Temporary Tree Farm/Plant Nursery for development use.
- ~~(16)~~ School Site
- ~~(17)~~(16) Fire Station

I. ACCESS AND TRANSPORTATION SYSTEM IMPROVEMENTS - All access and transportation system improvements shall be provided in accordance with the Land Development Code, as amended. The parcel shall be developed in substantial accordance with the following access and transportation system improvements.

1. Access. As part of the Phase 1 construction, Broadway Avenue, a 100 foot wide dedicated County road will be constructed from U.S. 1 to Old Dixie Highway per the Preliminary Development Plan. The 100-foot right-of-way will be renamed to Plantation Oaks Boulevard. A traffic study has been prepared by Traffic, Planning & Design, Inc. The number of driveways onsite proposed to intersect the Plantation Oaks Boulevard extension is as follows:

- ~~(a)~~ Entrance to school site.
- ~~(b)~~(a) Entrance to Phase 2.
- ~~(c)~~(b) Entrance to Phase 3.
- ~~(d)~~(c) Entrance to golf course clubhouse.
- ~~(e)~~(d) Entrance to Phase 1 development.
- ~~(f)~~(e) Entrance to power line and to the maintenance area.
- ~~(g)~~(f) Fire Station site
- ~~(h)~~(g) Other required emergency access points.

No other connections to U.S. 1, Old Dixie Highway, or the proposed Plantation Oaks Boulevard extension onsite are proposed. Plantation Oaks Boulevard will be designed and posted at a 45 mph design speed with the exception of the first curve east of U.S. 1, which will be designed and posted at a 35 mph design speed.

2. Transportation System Improvements.

...

A left hand turn lane and right hand turn lane are proposed at the intersection of Old Dixie Highway and Plantation Oaks Boulevard. The turn lanes will be designed in accordance with Volusia County specifications. Right and left turn lane requirements at U.S. 1 and Plantation Oaks Boulevard will be governed and permitted by the Florida Department of Transportation. No other turn lanes are proposed or required at the power line easement access to the maintenance area building. Traffic control devices will be provided as required by the Land Development Code. ~~Turn lanes for the School Site will be designed and constructed by the School Board with construction of~~

~~the School Site.~~ The extension of Plantation Oaks Boulevard will be completed with the Phase 1 construction. Additionally, the Phase 1 construction will include turn lanes in Plantation Oaks Boulevard, as indicated above. Phase 1 construction will also include the construction of the entrance road to the golf clubhouse and the entrance road to Phase 1.

O. VOLUSIA COUNTY IMPACT FEES - The following impact fees will be paid to Volusia County by the Applicant, in accordance with Chapter 70 of the Volusia County Code of Ordinances.

...

The applicant proposes to donate a ~~23.11-acre~~ 14.35-acre school site ~~as indicated on the Preliminary Plan adjacent to Westside Elementary in the City of Daytona Beach,~~ to the Volusia County School Board, and prepay the remaining school impact fee for the entire age restricted development prior to December 30, 2016 satisfying school impact fee payment for the entire 1,577 age restricted site. ~~The site will front on Plantation Oaks Boulevard. A twelve-inch (12") potable water main and an eight-inch (8") sanitary force main shall be provided by the Applicant to the site with the Phase I improvements. The appraised value of the school site at the time of donation will be credited against the Phase I and subsequent phases School Impact Fees.~~

And Exhibit "B", Preliminary Plan, Sheets 3, 9, 12, 15, 18, 21, 28 and 32 of 34, prepared by Parker Mynchenberg & Associates, Inc., dated July 2, 2002 and revised on May 1, 2009, September 15, 2015, and April 30, 2016, are revised and hereto attached.

Except as otherwise expressly provided for herein, this amendment to Plantation Oaks Residential Planned Unit Development shall continue in full force and effect.

Said action has caused the preceding to be recorded in the Public Records of Volusia County, Florida.

Done and Ordered by the Zoning Enforcement Official for Volusia County, Florida, this 3rd day of August, 2016.

Volusia County Zoning Enforcement Official

By: _____

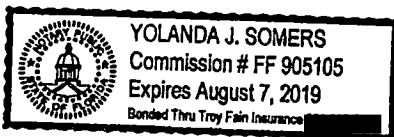
Scott Ashley
Scott Ashley, AICP
Senior Zoning Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me, the undersigned authority, this day personally appeared Scott Ashley, well known to me to be the Zoning Enforcement Official for Volusia County, and he acknowledge(s) executing the foregoing Minor Amendment Modification under authority duly vested in them by said County as such officers and for the uses and purposes expressed therein.

WITNESS my hand and official seal this 3RD day of August, 2016.

My Commission expires:



Yolanda J. Somers
Notary Public, State of Florida at Large

Plantation Oaks of Ormond Beach, LLC

By: _____

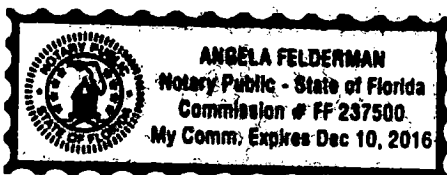
Parker Mynchenberg
Parker Mynchenberg, P.E.
Managing Member

STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me, the undersigned authority, this day personally appeared Parker Mynchenberg, well known to me to be the Managing Member of Plantation Oaks of Ormond Beach, LLC, and he acknowledge(s) executing the foregoing Minor Amendment Modification under authority duly vested in them by said County as such officers and for the uses and purposes expressed therein.

WITNESS my hand and official seal this 20 day of July, 2016.

My Commission expires:



Angela Felderman
Angela Felderman
Notary Public, State of Florida at Large

Mr. Parker Mynchenberg, P.E.
July 15, 2016
Page 2

The Minor Amendment is enclosed and requires the property owner(s) signature with notarization. Please return the document to:

Sara Payne
County of Volusia
Thomas C. Kelly Administration Center Room 202
123 West Indiana Avenue
DeLand, FL 32720

Please include a check made payable to the clerk of court in the amount of \$61.00 for the recording fees. The fee is calculated at the rate of \$10.00 for the first page and \$8.50 for each additional page (6 pages). The county staff will then have the agreement signed by the county Senior Zoning Manager and sent for recording into the Public Records of Volusia County. Once the clerk of court provides the recorded document, county staff will provide you with a copy of the executed document with the official record book and page number stamp for your records.

The applicant is advised that any use or development of the subject property will be required to meet concurrency and other requirements of the adopted Volusia County Comprehensive Plan and Land Development Code.

Please provide a copy of this letter and the recorded minor amendment document to the Land Development office and Building Permit office to assist in granting of any applicable development order and building permits.

If there are any questions about this process, please contact this office at (386) [REDACTED]

Sincerely,



Scott Ashley, AICP
Senior Zoning Manager

Enclosure: Minor Amendment: MA-16-059, Plantation Oaks of Ormond Beach Residential
Planned Unit Development (RPUD)

c: Jamie Seaman, Deputy County Attorney
Palmer M. Panton, Director, Planning & Development Services Division
Mike Nelson, Director, Building & Zoning Division
Marcy Zimmerman, Deputy Clerk
Zoning Technicians
Case file MA-16-059 (RSN 8)

August 17, 2018

**Volusia County
Staff (minor amendment)**

**Book 7610
Pages 240-250**

**IN RE: APPLICATION OF PARKER MYNCHENBERG, MANAGING MEMBER
PLANTATION OAKS OF ORMOND BEACH, L.L.C. (MA-18-070)**

**MINOR AMENDMENT TO ORDER AND RESOLUTION #2002-199 and RESOLUTION #2012-24
PLANTATION OAKS OF ORMOND BEACH RPUD**

Whereas, Section 72-289(6) of the Zoning Ordinance of Volusia County, Florida provides for "Minor Amendments not altering the intent and purpose" of an approved Planned Unit Developments (PUD) Master Development Plan; and

Whereas, Parker Mynchenberg, Managing Member of Plantation Oaks of Ormond Beach, LLC, duly filed a request for a "Minor Amendment" to Order and Resolutions # 2002-199 and # 2012-24; and

Whereas, Exhibit "A" Legal Referred to in Resolution # 2002-199, Book 4988, Pages 177 and 178, is revised as shown; and

Whereas, the 65-foot x 110-foot Lot - Typical Landscape and Irrigation Plan on Sheet 25 of 34 of the Preliminary Plan referred to in the Development Agreement of Resolution # 2002-199, recorded in Official Record Book 4988, Page 140, and in the Development Agreement of Resolution # 2012-24, recorded in Official Record Book 6674, Page 2025, is revised as shown; and

Whereas, Resolution # 2014-24, Paragraph Q. Signage, Page 40 of 45, is revised to allow two entrance column signs pursuant to the location and specifications shown on Exhibit "C", attached hereto, subject to the applicable permit requirements of Volusia County.

Whereas, the Zoning Enforcement Official for Volusia County issued approval of such "Minor Amendment" by letter dated August 14, 2018, a copy of which is attached hereto and recorded herewith; the purpose of this Minor Amendment is to revise Exhibit "A" Legal Description by replacing Sheet 1 of 34 and 2 of 34; Exhibit "B" by replacing Page 25 of 34; and revising the signage language on Page 24 of 36 and Page 40 of 45; and

NOW THEREFORE, Order and Resolution # 2002-199 is hereby amended as such that the following pages thereof are replaced in their entireties:

...

Exhibit "A", Legal Description, Exhibit "A" Page 1 of 34 and Exhibit "A" Page 2 of 34 are replaced with revised Exhibit "A" Pages 1 thru 4 prepared by Sliger and Associates, Inc., dated May 22, 2018, are revised and hereto attached.

Exhibit "B", Page 25 of 34 Typical 65 ft. X 110 ft. Lot Landscape and Irrigation Plan and Plant List, prepared by Parker Mynchenberg & Associates, Inc., dated October 31, 2002, revised on June 4, 2018, are revised and hereto attached.

NOW THEREFORE, Order and Resolutions # 2002-199 and 2012-24 are hereby amended by adding certain language as shown by underline, as shown as such that the following development

agreement section and noted Exhibit "C", entrance column sign Preliminary Plan changes thereof are replaced in their entirety:

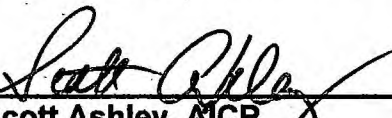
...
Q. SIGNAGE - The Preliminary Development Plan (Sheet 24 of 34) includes details, size, structure, and copy area for the signage proposed for the Development.

Major signs as indicated on the Preliminary Development Plan, are proposed at the Entrance to Phase 1, 2, and 3. Minor signs, as indicated on the Preliminary Development Plan, are proposed at the Golf Clubhouse entrance and at the intersection of Old Dixie Highway and Plantation Oaks Boulevard. Informational signs are proposed adjacent to Plantation Oaks Boulevard, north of intersection with Pennsylvania Avenue. Minimum 10-foot setback from Plantation Oaks Boulevard right-of-way, (2) two 9-foot tall brick columns with (2) two signs (1 per column), at the sales center and maintenance yard and will be monument signs, or 9-foot column, with a maximum copy area of 12 square feet.

...
 Except as otherwise expressly provided for herein by this amendment to Plantation Oaks Residential Planned Unit Development, all other terms of the Plantation Oaks Resolution 2002-199 and Resolution 2012-24, and their Amendments, shall remain and continue in full force and effect by reference.

Said action has caused the preceding to be recorded in the Public Records of Volusia County, Florida.

ZONING ENFORCEMENT OFFICIAL

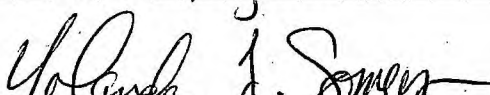
By: 
 Scott Ashley, AICP
 Senior Zoning Manager

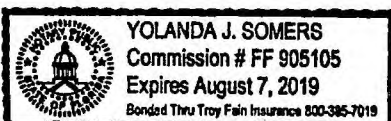
STATE OF FLORIDA
 COUNTY OF VOLUSIA

Before me, the undersigned authority, this day personally appeared Scott Ashley, well known to me to be the Zoning Enforcement Official for Volusia County, and he acknowledge(s) executing the foregoing Minor Amendment Modification under authority duly vested in them by said County as such officers and for the uses and purposes expressed therein.

WITNESS my hand and official seal this 17TH day of August, 2018.

My Commission expires:


 Notary Public, State of Florida at Large



Minor Amendment to Resolutions 2002-199 and 2012-24

Plantation Oaks of Ormond Beach, LLC

By: _____

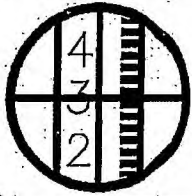
Parker Mynchenberg, P.E.
Managing MemberSTATE OF FLORIDA
COUNTY OF VOLUSIA

Before me, the undersigned authority, this day personally appeared Parker Mynchenberg, P.E., well known to me to be the Managing Member of Plantation Oaks of Ormond Beach, LLC, and he acknowledge(s) executing the foregoing Minor Amendment Modification under authority duly vested in them by said County as such officers and for the uses and purposes expressed therein.

WITNESS my hand and official seal this 27 day of August, 2018.

My Commission expires:

Angela Felderman
Notary Public, State of Florida at Large



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

EXHIBIT "A"

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD

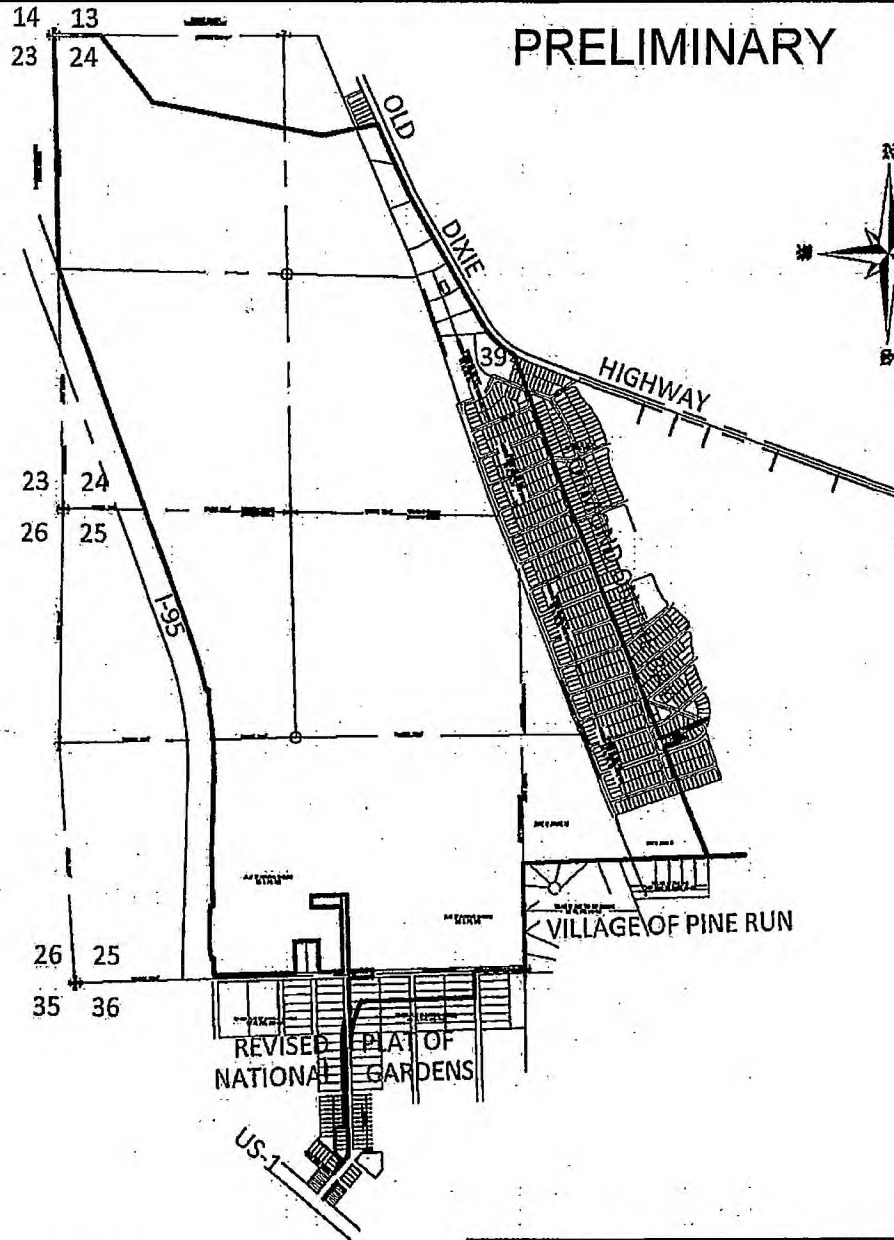
PORT ORANGE, FL. 32127

(386) 761-5385

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www.sligerassociates.com

PRELIMINARY



SKETCH OF DESCRIPTION ONLY
THIS IS NOT A BOUNDARY SURVEY

FOR: PLANTATION OAKS OF ORMOND BEACH, LLC
AND PLANTATION OAKS OF ORMOND BEACH II, LLC

DESCRIPTION: SEE SHEET 2 OF 2

JOB #17-0391

SCALE: 1"=2000'

FIELD BOOK:

PAGE:

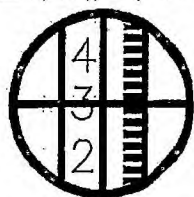
ABBREVIATIONS

(P)	PLATTED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
ID	IDENTIFICATION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
C	CENTERLINE
D	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 1 OF 2

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD

PORT ORANGE, FL 32127

(386) 761-6385

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LEGAL DESCRIPTION:

PRELIMINARY

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND PART OF SECTION 30, TOWNSHIP 13 SOUTH RANGE 32 EAST, AND PART OF THE JOHN ADDISON GRANT LYING IN SECTION 40, TOWNSHIP 13 SOUTH, RANGE 32 EAST, PART OF ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 42 THROUGH 59, INCLUSIVE, PART OF ORMOND ON THE BAY SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGES 68 THROUGH 72, PART OF NATIONAL GARDENS, ACCORDING TO THE MAP THEREOF AS RECORDED IN MAP BOOK 7, PAGE 108, PART OF NATIONAL GARDENS, ACCORDING TO THE MAP THEREOF AS RECORDED IN MAP BOOK 11, PAGES 1 THROUGH 5, INCLUSIVE, AND PART OF THE REVISED PLAT OF NATIONAL GARDENS AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 24, TOWNSHIP 13 SOUTH RANGE 31 EAST, THENCE S89°57'37"E ALONG THE NORTH LINE OF SECTION 24 A DISTANCE OF 530.94 FEET; THENCE S39°18'33"E DEPARTING SAID SECTION LINE A DISTANCE OF 970.33 FEET; THENCE S79°15'13"E A DISTANCE OF 1984.77 FEET; THENCE N78°39'47"E A DISTANCE OF 641.29 FEET TO THE WESTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY; THENCE S24°59'47"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 879.74 FEET; THENCE S30°58'22"E CONTINUING ALONG SAID RIGHT OF WAY A DISTANCE OF 1655.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID RIGHT OF WAY HAVING A CENTRAL ANGLE OF 30°03'15", A RADIUS OF 1040.00 FEET, FOR AN ARC LENGTH OF 545.52 FEET; THENCE S21°49'13"E DEPARTING SAID RIGHT OF WAY LINE A DISTANCE OF 1426.20 FEET; THENCE S22°16'55"E A DISTANCE OF 3230.17 FEET; THENCE N67°40'20"E A DISTANCE OF 584.17 FEET; THENCE S61°20'15"W A DISTANCE OF 453.17 FEET; THENCE N86°20'15"E A DISTANCE OF 156.23 FEET; THENCE S67°40'20"W A DISTANCE OF 281.86 FEET; THENCE S22°16'55"E A DISTANCE OF 1337.51 FEET TO A POINT ON THE NORTH LINE OF THE VILLAGE OF PINE RUN, AS RECORDED IN MAP BOOK 35, PAGES 40 THROUGH 45, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S88°08'55"W ALONG THE SAID NORTH LINE AND ITS WESTERLY PROJECTION A DISTANCE OF 2134.80 FEET TO THE NORTHWEST CORNER OF THE VILLAGE OF PINE RUN 2ND ADDITION, AS RECORDED IN MAP BOOK 35, PAGES 148 AND 149, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S01°17'28"E ALONG THE WEST LINE OF THE VILLAGE OF PINE RUN, 2ND ADDITION, A DISTANCE OF 1198.65 FEET TO THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AFORESAID; THENCE S88°22'40"W ALONG THE SOUTH LINE OF SAID SECTION 25 A DISTANCE OF 587.30 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST RIGHT OF WAY LINE OF MANTANZAS STREET AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S02°05'06"E ALONG THE SAID WEST RIGHT OF WAY A DISTANCE OF 298.90 FEET TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 3, REVISED PLAT OF NATIONAL GARDENS, AFORESAID; THENCE S87°58'56"W ALONG THE SOUTH LINE OF SAID LOT 3, BLOCK 3 AND ALONG THE SOUTH LINE OF LOT 3, BLOCK 4, LOT 3, BLOCK 5 AND LOT 3, BLOCK 6, A DISTANCE OF 1307.40 FEET; THENCE S24°47'41"W DEPARTING SAID SOUTH LOT LINE, A DISTANCE OF 31.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 26°52'48", A RADIUS OF 1096.00 FEET, A CHORD BEARING OF S11°21'17"W, FOR AN ARC LENGTH OF 514.18 FEET, SAID POINT BEING ON THE EAST RIGHT OF WAY OF HAMMOND STREET, AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, AFORESAID; THENCE N02°05'06"W ALONG THE SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 792.50 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, AS SHOWN ON THE AFORESAID REVISED PLAT OF NATIONAL GARDENS; THENCE N88°22'40"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 267.31 FEET; THENCE N01°16'57"W A DISTANCE OF 80.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY OR PENNSYLVANIA AVENUE AS SHOWN ON THE PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 7, PAGE 108, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S88°22'40"W ALONG THE NORTH RIGHT OF WAY LINE, A DISTANCE OF 268.26 FEET TO THE EAST RIGHT OF WAY LINE OF HAMMOND AVENUE, SAID PLAT OF NATIONAL GARDENS; THENCE N02°05'06"W ALONG THE EAST RIGHT OF WAY LINE, A DISTANCE OF 855.40 FEET; THENCE S88°22'40"W ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 9, BLOCK 172, SAID PLAT OF NATIONAL GARDENS, A DISTANCE OF 405.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE S02°05'06"E ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 126.20 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE N88°22'40"E ALONG THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 345.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HAMMOND AVENUE, AFORESAID; THENCE S02°05'06"E ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 729.20 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF PENNSYLVANIA AVENUE, AFORESAID; THENCE S88°22'40"W ALONG THE SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 276.00 FEET TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 172, PLAT OF NATIONAL GARDENS, AFORESAID; THENCE N02°05'06"W ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 350.60 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE S88°22'40"W ALONG THE NORTH LINE OF SAID LOT 3 AND LOT 2, A DISTANCE OF 276.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2, THENCE S02°05'06"E ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 350.60 FEET TO THE NORTH RIGHT OF WAY OF PENNSYLVANIA AVENUE, AFORESAID; THENCE S88°22'40"W ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 927.11 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF INTERSTATE HIGHWAY 1-95; THENCE NORTHERLY ALONG THE EASTERLY LINE OF INTERSTATE 1-95 THE FOLLOWING COURSES AND DISTANCES, N17°17'31"W A DISTANCE OF 6.79 FEET; N01°39'54"W A DISTANCE OF 181.15 FEET; S88°20'06"W A DISTANCE OF 30.00 FEET; N08°19'09"W A DISTANCE OF 176.50 FEET; N01°08'35"E A DISTANCE OF 417.56 FEET; N88°20'06"E A DISTANCE OF 30.00 FEET; N01°39'54"W A DISTANCE OF 611.55 FEET; N01°08'35"E A DISTANCE OF 849.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11°34'37", A RADIUS OF 3969.83 FEET, A CHORD BEARING OF N04°38'44"W, FOR AN ARC LENGTH OF 802.13 FEET; THENCE N01°39'54"W A DISTANCE OF 169.89 FEET; THENCE S88°20'06"W A DISTANCE OF 30.00 FEET; TO A POINT ON A CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07°50'06", A RADIUS OF 3969.83 FEET, A CHORD BEARING OF N16°50'30"W, FOR AN ARC LENGTH OF 542.86 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N20°45'33"W A DISTANCE OF 4504.55 FEET TO A POINT ON THE WEST LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE DEPARTING THE EASTERLY LINE OF INTERSTATE 1-95, N01°50'18"W ALONG THE WEST LINE OF SECTION 24 A DISTANCE OF 2820.50 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM LOT 9, BLOCK 192, LOTS 13 AND 15, BLOCK 195, LOTS 11 AND 12, BLOCK 196, LOT 18, BLOCK 200, ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 42 THROUGH 59, INCLUSIVE, AND LOT 13, BLOCK 217, ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 68 THROUGH 72, INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA. (CONTINUED ON SHEET 3 OF 4)

SHEET 2 OF 4



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385

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LEGAL DESCRIPTION: (CONTINUED FROM SHEET 2 OF 4)

TOGETHER WITH

PRELIMINARY

PARCEL 2

FROM THE POINT OF COMMENCEMENT OF PARCEL 2 AS DESCRIBED IN THE ABOVE PARCEL 1 DESCRIPTION; THENCE S87°54'30"W, 100.00 FEET TO THE POINT OF BEGINNING OF PARCEL 2 AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1,196.00 FEET AND CENTRAL ANGLE OF 14°51'36" WITH A CHORD BEARING N05°20'42"E 309.32 FEET; THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 310.19 FEET TO A POINT ON THE EAST LINE OF LOT 6, BLOCK 7, SAID POINT ALSO LYING ON THE WEST RIGHT OF WAY LINE OF HAMMOND STREET, A 60.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID WEST RIGHT OF WAY LINE, S02°05'06"E, 776.05 FEET TO THE NORTH RIGHT OF WAY LINE OF INDIANA AVENUE, A 60.00 FOOT PUBLIC RIGHT OF WAY, AND THE SOUTHEAST CORNER OF LOT 7, BLOCK 21, SAID REVISED PLAT OF NATIONAL GARDENS, SAID POINT ALSO BEING THE POINT OF COMMENCEMENT OF PARCEL 3; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF INDIANA AVENUE, S87°58'51"W, 40.00 FEET; THENCE N02°05'06"W, 469.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 26,979 SQ. FT. OR 0.62 ACRES, MORE OR LESS.

TOGETHER WITH

PARCEL 3

FROM THE POINT OF COMMENCEMENT OF PARCEL 3 AS DESCRIBED IN THE ABOVE PARCEL 2 DESCRIPTION; THENCE ALONG THE WEST RIGHT OF WAY LINE OF HAMMOND STREET, A 60.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, S02°05'06"E, 60.00 FEET TO THE NORTHEAST CORNER OF LOT 1 BLOCK 34, SAID POINT ALSO LYING ON THE SOUTH RIGHT OF WAY LINE OF INDIANA AVENUE, A 60.00 FOOT PUBLIC RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS AND THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY OF HAMMOND STREET, S02°05'06"E, 669.32 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF BROADWAY AVENUE, A 100.00 FOOT PUBLIC RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, S40°14'32"W, 91.23 FEET TO THE SOUTHEAST CORNER OF LOT 13, BLOCK 34, SAID POINT ALSO BEING THE NORTH RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY AS SHOWN ON SAID REVISED PLAT OF NATIONAL GARDENS AND SAID POINT BEING THE POINT OF COMMENCEMENT FOR PARCEL 4; THENCE ALONG THE SOUTH LINE OF SAID LOT 13 AND THE NORTH RIGHT OF WAY LINE OF SAID ALLEY, N49°46'30"W, 119.77 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13 AND THE EAST RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY AS SHOWN ON SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG SAID EAST RIGHT OF WAY LINE AND THE WEST LINE OF LOTS 13, 12, 11, 10, 9, AND 8, BLOCK 34, N02°05'06"W, 306.32 FEET TO THE NORTHWEST CORNER OF SAID LOT 8, BLOCK 34; THENCE ALONG THE NORTH LINE OF SAID LOT 8, BLOCK 34, N87°58'51"E, 110.00 FEET; THENCE DEPARTING SAID NORTH LINE OF LOT 8, N02°05'06"W, 350.00 FEET TO SAID SOUTH RIGHT OF WAY LINE OF INDIANA AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, N87°58'51"E, 40.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 66,386 SQ. FT. OR 1.52 ACRES, MORE OR LESS.

TOGETHER WITH

PARCEL 4

FROM THE POINT OF COMMENCEMENT OF PARCEL 4 AS DESCRIBED IN THE ABOVE PARCEL 3 DESCRIPTION; THENCE S40°14'32"W, 15.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF LOT 14, BLOCK 34 AND SAID POINT ALSO LYING ON THE NORTHWESTERLY RIGHT OF WAY LINE OF BROADWAY AVENUE, A 100.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, S40°14'32"W, 150.00 FEET TO THE SOUTHEAST CORNER OF LOT 16, BLOCK 34, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 16, N49°46'18"W, 2.74 FEET TO THE BEGINNING OF A NON TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 863.95 FEET AND CENTRAL ANGLE OF 13°15'15" WITH A CHORD BEARING N28°24'47"E, 153.25 FEET; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 153.59 FEET TO THE NORTHERLY LINE OF SAID LOT 14, BLOCK 34 AND THE SOUTHERLY RIGHT OF WAY LINE OF SAID 15.00 FOOT ALLEY; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 14 AND THE SOUTHERLY LINE OF SAID ALLEY, S49°46'18"E, 34.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,313 SQ. FT. OR 0.05 ACRES, MORE OR LESS.

SHEET 3 OF 4

Minor Amendment to Resolutions 2002-199 and 2012-24



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385

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SURVEYORS NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.

2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

3. BEARING STRUCTURE ASSUMED WITH THE BEARING ON THE NORTH LINE OF SECTION 24 BEING S89°57'37"E.

4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.

5. ELEVATIONS REFER TO N.G.V.D. OF 1929, PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION MONUMENT 79-78-A36 HAVING A PUBLISHED ELEVATION OF 17.10 FEET.

6. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE "X", "AH" AND "A". THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. MAP NOS. 12127C0182J, 12127C0201H & 12127C0203J. MAP EFFECTIVE DATE: FEBRUARY 19, 2014. APPROXIMATE SCALE: 1"=1000'.

7. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."

8. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

9. LIST OF LOTS (NOT VACATED) THAT ARE BI-SECTED BY THE EAST PROPERTY LINE OF THIS SKETCH OF DESCRIPTION:

ORMOND ON THE BAY, OAKWOOD PARK SECTION - PART ONE: LOTS 9 & 10, BLOCK 182; LOTS 10 & 13, BLOCK 180; LOTS 1 THRU 20, BLOCK 179; LOT 1, BLOCK 178; LOTS 2 & 3, BLOCK 187; LOTS 17 & 18, BLOCK 174

ORMOND ON THE BAY, OAKWOOD PARK SECTION - PART SIX: LOTS 17 & 18, BLOCK 173; LOTS 18 THRU 22, BLOCK 191

ORMOND ON THE BAY, OAKWOOD PARK SECTION - PART FOUR: LOTS 3 & 4, THE NORTH 1/2 OF LOT 5, LOTS 24, 25, & 26, BLOCK 203

PRELIMINARY

REFERENCE:

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF	PLANTATION OAKS OF ORMOND BEACH, LLC	5-22-18	17-0391
DESCRIPTION	PLANTATION OAKS OF ORMOND BEACH II, LLC		
NOT CERTIFIED	TO ANY ENTITIES AND/OR INDIVIDUALS OTHER	THAN THOSE LISTED ABOVE.	

SHEET 4 OF 4

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

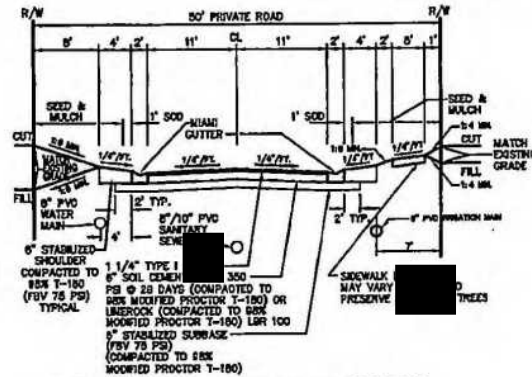
FOR: PLANTATION OAKS OF ORMOND BEACH, LLC AND PLANTATION OAKS OF ORMOND BEACH II, LLC

	DATE	JOB NO.	P.G.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION	5-22-18	17-0391		DH	JZ
BOUNDARY SURVEY					
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

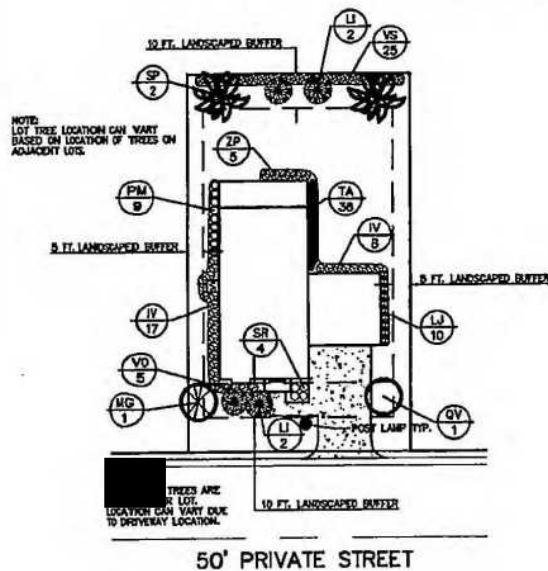
J.E. ZAPERT, P.L.S. NO. 4046
STEVEN T. KRUGER, P.L.S. NO. 4722
C.O. VAN KLEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 8208

Exhibit "B"

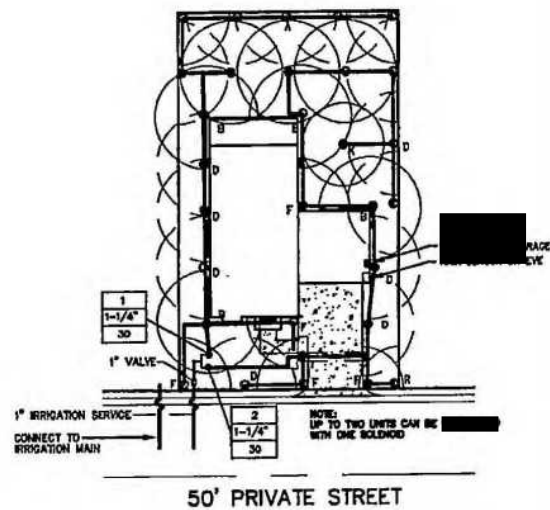


TYPICAL 50' PRIVATE ROAD SECTION

SCALE 1"=10'



50' PRIVATE STREET

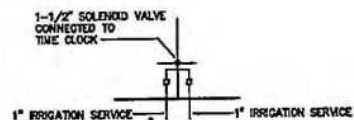
TYPICAL 65' X 110' LOT
TYPICAL LANDSCAPE
1" = 20'

50' PRIVATE STREET

TYPICAL 65' X 110' LOT
TYPICAL IRRIGATION
1" = 20'

PLANT LIST					
SYMBOL	AREA	QTY.	RETENTION NAME	COMMON NAME	SIZE
TA	36		TRACHELOSPERUM	ASIAN JASMINE	1 GAL., 12"-16" SP.
TA	36		TRACHELOSPERUM	ASIAN JASMINE	24" D.C.
TA	5		ZABIA PUSILLA	COONITE	3 GAL., 24" HT. MIN.
VO	5		VIBURNUM	SWEET VIBURNUM	3 GAL., 24" HT. MIN.
VO	5		VIBURNUM	SWEET VIBURNUM	30" D.C.
VS	35		VIBURNUM	SWEET VIBURNUM	3 GAL., 30" D.C.
VS	35		VIBURNUM	SWEET VIBURNUM	24" HT. MIN.
PM	8		PODOCARPUS	YEW	7 GAL., 30" D.C.
PM	8		PODOCARPUS	YEW	24" HT. MIN.
LI	10		LIGUSTRUM	LIGUSTRUM	3 GAL., 30" D.C.
LI	10		LIGUSTRUM	LIGUSTRUM	24" HT. MIN.
SR	4		STREPTOCARPUS	BIRD OF PARADISE	3 GAL., 30" D.C.
SR	4		STREPTOCARPUS	BIRD OF PARADISE	24" HT. MIN.
IV	25		IVY	YALPOH HOLLY	3 GAL., 30" D.C.
IV	25		IVY	YALPOH HOLLY	24" HT. MIN.
LI	4		LIGUSTRUM	ORANGE MYRTLE	15 GAL. MIN.
LI	4		LIGUSTRUM	ORANGE MYRTLE	8"-10" HT.
OV	1		OVERGROWN	LIVE OAK	30 GAL., 12"-14" HT.
OV	1		OVERGROWN	LIVE OAK	2.5" LDR. CAL.
SP	4		SABAL PALMETTO	SABAL PALM	14"-18" CLEAN TRUNK
MG	1		MAGNOLIA	SOUTHERN MAGNOLIA	30 GAL., 8"-9" HT.
MG	1		MAGNOLIA	SOUTHERN MAGNOLIA	2.5" LDR. CAL.

* DENOTES NATIVE PLANT SPECIES



PLANTATION OAKS
OF ORMOND BEACH
A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

REVISED 6/4/18

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) (386) 877-2114 E-MAIL: info@parkermynchenberg.com

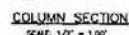
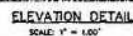
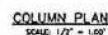
PAGE 2 OF 4

DRAWING TITLE
SIGNAGE AND PAVING DETAILS

EXHIBIT B SHEET 25 OF 34

Minor Amendment to Resolutions 2002-199 and 2012-24

Page 8 of 9



COLUMN WAS DESIGNED TO MEET THE
2016 130 MPH WINDLOAD.



LIGHT LIGHT

B UPLIGHT - KIM MODEL [REDACTED] 175W, R-40 MERCURY VAPOR,
120 VOLT, 60HZ, 1.9 AMP. LAST ALUMINUM, DIRECT WIRE.
ALTERNATE POWER: SOLAR

Packet Pg. 595



Volusia County
FLORIDA
Growth and Resource Management
Planning and Development Services

August 17, 2018

Parker Mynchenberg
Parker Mynchenberg and Associates, Inc.
1729 Ridgewood Avenue
Holly Hill, Florida 32177

**RE: MA-18-070: Minor Amendment Request
Resolutions #2002-199 and #2012-24
Plantation Oaks of Ormond Beach Residential Planned Unit
Development (RPUD)**

Dear Mr. Mynchenberg:

This office has not received any comments or objections from the Volusia County Council nor the County Manager regarding your requested minor amendment to the above-referenced RPUD. Therefore, the proposed amendment to modify the agreement as follows is hereby approved:

- Amend Exhibit "B", Preliminary Plan, Sheet 24 of 34 in the Resolution 2002-199, recorded Book 4988, Pages 201, and revised as shown.
- Amend Resolution No. 2012-24, Paragraph Q. *Signage*, Book 6674, Page 2025, to add the allowance for two new project sign columns, nine-feet in height, located at the southern entrance to Plantation Oaks.
- Amend Resolution No. 2012-24, Exhibit "A" Legal Description, which incorporates acquired outlier parcels already anticipated to be part of Plantation Oaks by the Preliminary Plan.

The RPUD minor amendment document is enclosed and requires the property owner(s) signature with notarization. Please return the document (with original signature) to the Current Planning office with a check made payable to the clerk of court in the amount of \$95.00 for the recording fees. The fee was calculated at the rate of \$10.00 for the first page and \$8.50 for each additional page (ten pages).

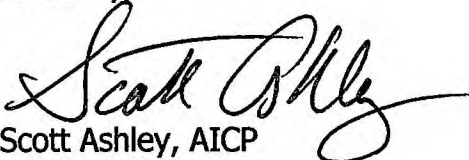
The county staff will then have the agreement signed by the county Zoning Enforcement Official and sent for recording into the public records of Volusia County. Once the clerk of court provides the recorded document, county staff will provide you with the executed document with the official record book and page number stamp for your records.

The applicant is advised that any use or development of the subject property will be required to meet concurrency and other requirements of the adopted Volusia County Comprehensive Plan and Land Development Code.

Pursuant to section 72-378, County Code, any aggrieved party may request an appeal before the county council within ten (10) working days after the rendition of the commission's decision. Please contact the Planning office at (386) 736-5959, for more information on the procedure for an appeal or rehearing application.

If you have any questions, please contact the Current Planning office at (386) 736-5959.

Sincerely,



Scott Ashley, AICP
Senior Zoning Manager

Attachment: Minor Amendment Agreement

c: Clay Ervin Director, Growth and Resource Management Department
Palmer Panton, Director, Planning and Development Services
John Thomson, Land Development Manager
Case File (916753)

January 10, 2019

**Volusia County
Staff (minor amendment)**

**Book 7644
Pages 2820-2831**



Growth and Resource Management
Planning and Development Services

January 10, 2019

Parker Mynchenberg
Parker Mynchenberg and Associates, Inc.
1729 Ridgewood Avenue
Holly Hill, Florida 32177

**RE: MA-19-013: Minor Amendment Request
Resolutions #2002-199 and #2012-24
Plantation Oaks of Ormond Beach Residential Planned Unit
Development (RPUD)**

Dear Mr. Mynchenberg:

This office has not received any comments or objections from the Volusia County Council nor the County Manager regarding your requested minor amendment to the above-referenced RPUD. Therefore, the proposed amendment to modify the agreement as follows is hereby approved:

- Amend Section E., 1.(d)(7), Landscape buffer requirements, of the Development Agreement in Resolution #2012-24 for the Plantation Oaks of Ormond Beach Residential Planned Unit Development, to provide specific landscape planting timeline for certain residential lots as addressed in the enclosed amendment document, recorded Book 4988, Pages 201, and revised as shown.
- Amend Section E., 3(d), Development Standards, of the Development Agreement in Resolutions #2002-199 and #2012-24 for the Plantation Oaks of Ormond Beach Residential Planned Unit Development, to modify provisions for the 50-foot wide open space corridor adjacent to both sides of proposed Plantation Oaks Boulevard.
- Amend Exhibit "B", Preliminary Plan, Sheet 26 of 34, of the Preliminary Plan referred to in the Development Agreement of Resolution #2002-199, depicts a 100-foot right-of-way with Median Roadway Section Typical Landscape Plan.

The RPUD minor amendment document is enclosed and requires the property owner(s) signature with notarization. Please return the document (with original signature) to the Current Planning office with a check made payable to the clerk of court in the amount of \$103.50 for the recording fees. The fee was calculated at the rate of \$10.00 for the first page and \$8.50 for each additional page (eleven pages). The county staff will then have the agreement signed by the county Zoning Enforcement Official and sent for recording into the public records of Volusia County. Once the clerk of court provides the recorded document, county staff will provide you with the executed document with the official record book and page number stamp for your records.

The applicant is advised that any use or development of the subject property will be required to meet concurrency and other requirements of the adopted Volusia County Comprehensive Plan and Land Development Code.

Pursuant to section 72-378, County Code, any aggrieved party may request an appeal before the county council within ten (10) working days after the rendition of the commission's decision. Please contact the Zoning office at (386) 943-7059, for more information on the procedure for an appeal or rehearing application.

If you have any questions, please contact the Zoning office at (386) [REDACTED]

Sincerely,



Scott Ashley, AICP
Senior Zoning Manager

Attachment: Minor Amendment Agreement

- c: Clay Ervin Director, Growth and Resource Management Department
Palmer Panton, Director, Planning and Development Services
John Thomson, Land Development Manager
Case File (935216)

**IN RE: MA-19-013, APPLICATION OF PARKER MYNCHENBERG, MANAGING MEMBER
PLANTATION OAKS OF ORMOND BEACH, LLC**

**MINOR AMENDMENT TO ORDER AND RESOLUTION #2002-199
and RESOLUTION #2012-24
PLANTATION OAKS OF ORMOND BEACH RPUD**

Whereas, Section 72-289(6)(d) of the Zoning Ordinance of Volusia County, Florida provides for "Minor Amendments not altering the intent and purpose" of an approved Planned Unit Developments (PUD) Master Development Plan; and

Whereas, Parker Mynchenberg, Managing Member of Plantation Oaks of Ormond Beach, LLC, duly filed a request for a "Minor Amendment" to Order and Resolutions #2002-199 and #2012-24; and

Whereas, Section E. Development Standards, 1. SF – Single-Family Standard, Single-Family Zero Lot Line Villas or Single-Family Mobile Home Dwellings, (d) Development Requirements – Mobile Homes, (7) Landscape buffer requirements, located at Page 14 of 45 in the Development Agreement of Order and Resolution #2012-24 (recorded in Book 6674, Page 2025, Official Records of Volusia County) requires specific landscape plantings for residential lots; and

Whereas, the Applicant would like to amend the residential lot planting requirements to provide the required 15-foot landscape perimeter buffer plantings on Lots 22 – 32, inclusive, as delineated on the approved plans for Plantation Oaks of Ormond Beach Unit 2A, and Lots 98 – 110, inclusive, as delineated on the approved plans for Plantation Oaks of Ormond Beach Unit 2B ("Exhibit A", herein), adjacent to project Lake #32 prior to issuance of a Certificate of Occupancy for the single-family dwellings; and

Whereas, Section E. Development Standards, 3. OS – Open Space, (d) Trees, located at Page 15 of 36 in the Development Agreement of Order and Resolution #2002-199 (recorded in Book 4988, Page 140, Official Records of Volusia County) and Pages 20 – 21 of 45 in the Development Agreement of Order and Resolution #2012-24 (recorded in Book 6674, Page 2025, Official Records of Volusia County) require 50-foot landscape buffers on both sides of Plantation Oaks Boulevard, with specific planting requirements; and

Whereas, the Applicant would like to amend the Plantation Oaks Boulevard planting requirements to allow areas to remain unplanted to retain the views of Lakes #32, #47, #56, #65, #70 and #71, as delineated on Exhibit B, Preliminary Plan, Sheets 9 and 10, Order and Resolution #2002-199, as amended ("Exhibit B", herein); allow plantings within the required 50-foot open space corridor along Plantation Oaks Boulevard

to be completed with the construction of individual development phases; and retain the existing native vegetation adjacent to the bank areas of those lakes which do not directly front on Plantation Oaks Boulevard; and

Whereas, the Applicant would like to revise Resolutions #2002-199 and #2012-24 to include new language within Section E. Development Standards, 3. OS – Open Space, (d) Trees, located at Page 15 of 36 in the Development Agreement of Order and Resolution #2002-199 and Pages 20 – 21 of 45 in the Development Agreement of Order and Resolution #2012-24 as shown; and

Whereas, Sheet 26 of 34, of the Preliminary Plan referred to in the Development Agreement of Resolution #2002-199, depicts a 100-foot right-of-way with Median Roadway Section Typical Landscape Plan; and

Whereas, the Applicant would like to eliminate the aforementioned Median Roadway Section Typical Landscape Plan and provide a more specific landscape plan for four medians within Plantation Oaks Boulevard ("Exhibit C", herein); and

Whereas, the Applicant would like to revise Sheet 26 of 34 of the Preliminary Plan referred to in the Development Agreement of Resolution #2002-199, recorded in Official Record Book 4988, Page 140, whose purpose is to show the elimination of the 100-foot right-of-way Median Roadway Section Typical Landscape Plan and addition of four specific median landscape plans for Plantation Oaks Boulevard; and

Whereas, the Zoning Enforcement Official for Volusia County issued approval of such "Minor Amendment" by letter dated January 10, 2019, a copy of which is attached hereto and recorded herewith.

NOW THEREFORE, Order and Resolution #2002-199 and Resolution #2012-24 are hereby amended to read as follows:

(Words in ~~strike-through~~ are deletion and words in underline are additions)

E. DEVELOPMENT STANDARDS

...

1. SF – Single-Family Standard, Single-Family Zero Lot Line Villas or Single-Family Mobile Home Dwellings

...

- (d) Development Requirements – Mobile Homes

...

- (7) Landscape buffer requirements – Landscaping on the residential lots will be ~~consistent~~ substantially similar with the "Typical 65 feet x 110 feet lot, Typical Landscape" on Sheet 25 of 34 of the Preliminary Plan. A 15-foot project perimeter boundary shall include four (4) Group A trees per 100 L.F., four (4) Group B and twelve (12) Group C or D plants per 100

L.F. Lots 22 – 32, inclusive, as delineated on the approved plans for Plantation Oaks of Ormond Beach Unit 2A, and Lots 98 – 110, inclusive, as delineated on the approved plans for Plantation Oaks of Ormond Beach Unit 2B, adjacent to Lake #32 may provide the 15-foot landscape perimeter buffer plantings prior to issuance of a Certificate of Occupancy for the single-family dwellings.

...
3. OS-Open Space

- ...
(d) Trees – A fifty foot (50 ft.) wide (OS) open space corridor is proposed onsite adjacent to both sides of proposed Plantation Oaks Boulevard, and adjacent to Old Dixie Highway and I-95. Landscape requirements adjacent to Plantation Oaks Boulevard on both sides are four (4) Group A trees per 100 L.F., four (4) Group B trees and eighteen (18) Group C or D plants per 100 L.F. Palms may be substituted for fifty (5) percent of the required four (4) Group A trees per 100 L.F. Adjacent to Plantation Oaks Boulevard: allow areas to remain unplanted as to retain the existing views of Lakes #32, #47, #56, #65, #70 and #71, as delineated on Exhibit B, Preliminary Plan, Sheets 9 and 10, Order and Resolution #2002-199, as amended; plantings within the required 50-foot open space corridor may be completed with the construction of individual development phases; and retain the existing native vegetation adjacent to the bank areas of these lakes which do not directly front on this roadway. Open space corridors adjacent to Old Dixie Highway and I-95 shall consist of existing natural vegetation.

NOW THEREFORE, Order and Resolution #2002-199 is hereby amended as such that the following page thereof is revised as follows:

Page 26 of 34, 100-foot right-of-way Median Roadway Section Typical Landscape Plan is eliminated and the addition of four specific median landscape plans for Plantation Oaks Boulevard is shown in "Exhibit C" Median Landscape As-Built Plan, Sheets 1 and 2, prepared by Parker Mynchenberg & Associates, Inc., dated November 15, 2018, is hereto attached.

Except as provided in the above amendment, the terms of the Development Agreements, for Resolution #2002-199 and Resolution #2012-24, as amended, shall remain in full force and effect.

Said action has caused the preceding to be recorded in the Official Records of Volusia County, Florida.

Done and ordered by the Zoning Enforcement Official for Volusia County, Florida, this 10TH day of JANUARY, 2019.

Volusia County Zoning Enforcement Official

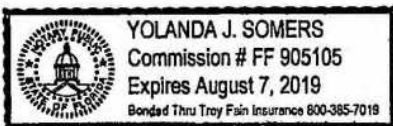
By: Scott Ashley

Scott Ashley, AICP, Senior Zoning Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Minor Amendment was acknowledged before me this 10TH day of January, 2019, by Scott Ashley, AICP, Senior Zoning Manager. He is personally known to me and has not taken an oath.

NOTARY PUBLIC:



Sign: Yolanda J. Somers

Print: Yolanda J. Somers

State of Florida At Large (Seal)

Plantation Oaks of Ormond Beach, LLC

By: Parker Mynchenberg

Parker Mynchenberg, P.E., Managing Member

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Minor Amendment was acknowledged before me this 10 day of January, 2019, by Parker Mynchenberg, P.E., Managing Member, Plantation Oaks of Ormond Beach, LLC, a Florida for Profit Corporation. He is personally known to me and has not taken an oath.

NOTARY PUBLIC:

Sign: Angela Felderman

Print: Angela Felderman

State of Florida At Large (Seal)







Plantation Oaks of Ormond Beach
A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

DRAWING TITLE
MASTER DEVELOPMENT PLAN

PAGE 1 OF 3

REVISED 9-15-15
REVISED 5-01-09
SHEET 9 OF 34

Exhibit B

PLANTATION OAKS
OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS

1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117

(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

PAGE 2 OF 3

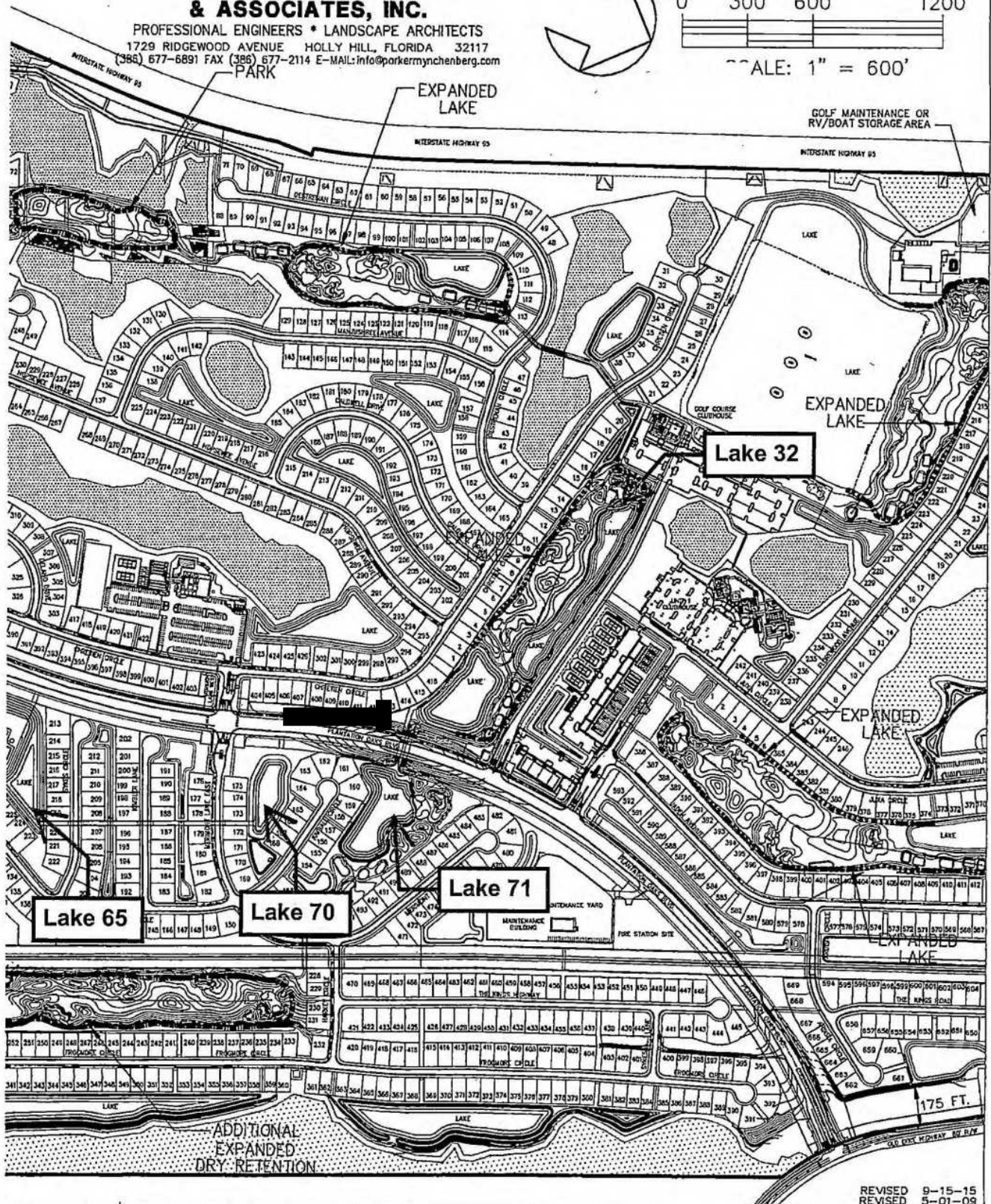
DRAWING TITLE

MASTER DEVELOPMENT PLAN

GRAPHIC SCALE

0 300 600 1200

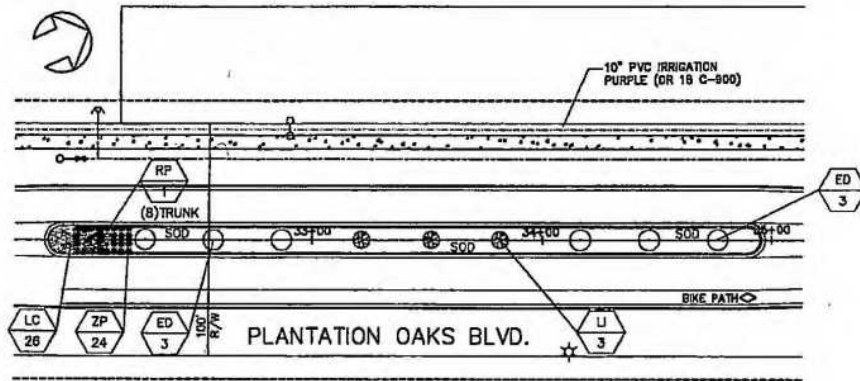
SCALE: 1" = 600'



REVISED 9-15-15
REVISED 5-01-09

SHEET 10 OF 34

Exhibit C

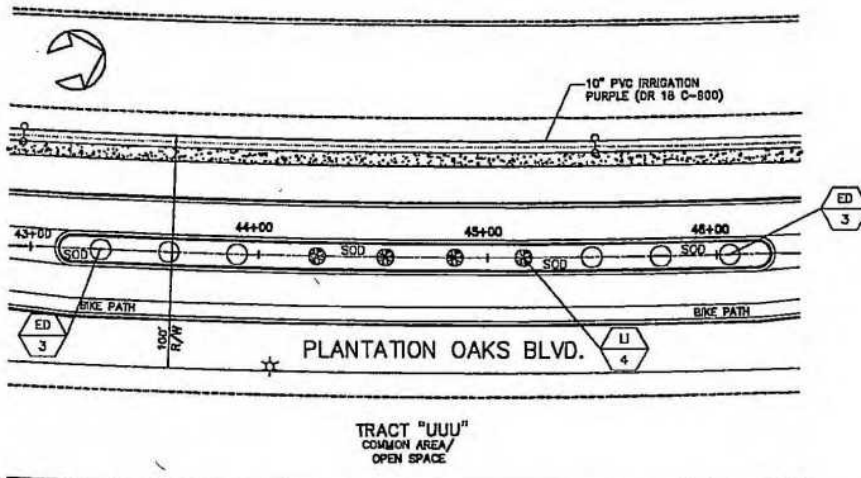


MEDIAN #1
STA. 31+75 - STA. 35+00
100 FT. R/W WITH MEDIAN ROADWAY SECTION
PLANTATION OAKS BOULEVARD

SCALE: 1"=40'

PLANT LIST FOR MEDIAN #1

SYMBOL	ABB.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
	RP	1	PHOENIX RECLINATA	SENEGAL DATE	MULTI-TRUNK 10'-12' HT.
	ED	6	ELAEOCAROUS DECIPENS	JAPANESE BLUEBERRY	2-1/2" CAL.
	LC	26	LANTANA CAMARA	RED LANTANA	3 GALLON
	ZP	24	ZAMIA PUMILA	COONTIE	3 GALLON
	LI	3	LAGERSTROEMIA	CREPE MYRTLE	SINGLE TRUNK 2" CAL.
SOD ST. AUGUSTINE 'FLORATAM' SOLID SOD (SQ. FT.)					



MEDIAN #2
STA. 43+15 - STA. 46+25
100 FT. R/W WITH MEDIAN ROADWAY SECTION
PLANTATION OAKS BOULEVARD

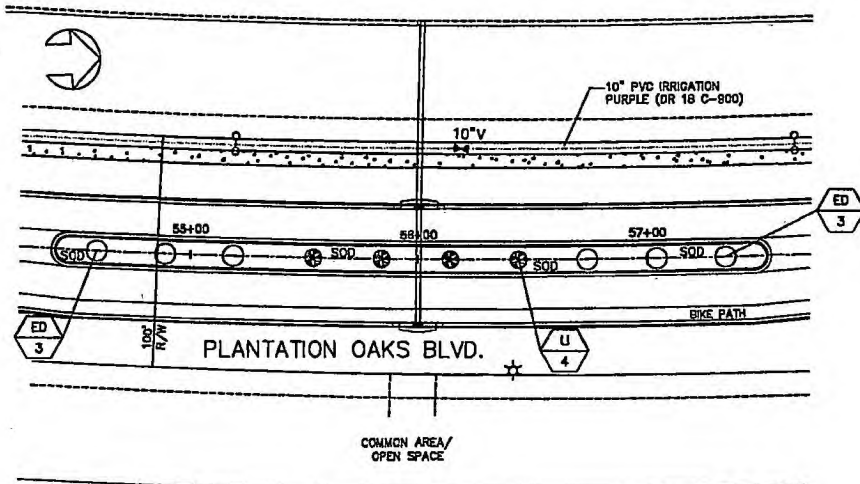
SCALE: 1"=40'

PLANT LIST FOR MEDIAN #2

SYMBOL	ABB.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
	ED	6	ELAEOCAROUS DECIPENS	JAPANESE BLUEBERRY	2-1/2" CAL.
	LI	3	LAGERSTROEMIA	CREPE MYRTLE	SINGLE TRUNK 2" CAL.
SOD ST. AUGUSTINE 'FLORATAM' SOLID SOD (SQ. FT.)					

NO.	DATE	DESCRIPTION	BY
PARKER MYNCHENBERG & ASSOCIATES, INC. PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE, SUITE 100, ORMOND BEACH, FLORIDA 32117 (386) 677-8891 FAX (386) 677-2114 E-MAIL: info@parkermychenberg.com			
MEDIAN LANDSCAPE			
PLANTATION OAKS OF ORMOND BEACH VOLUSIA COUNTY, FLORIDA			
FILE NO.	PPLAT-MEDIAN	DESIGNER	DATE
DATE	11-15-18	CADD TECH	C.HARDEN
SCALE	1"=20'	SHEET	1 OF 2

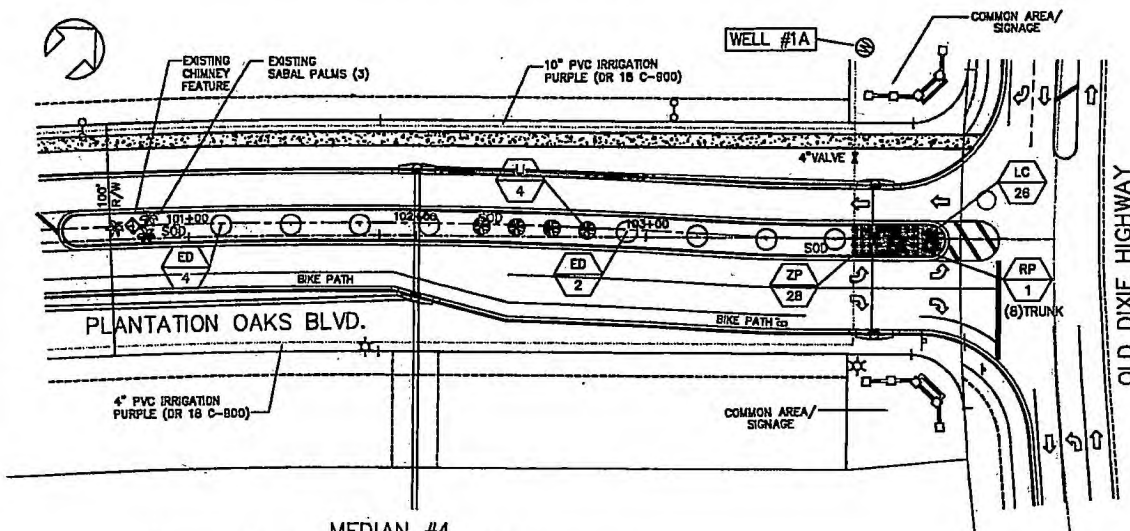
Exhibit C



MEDIAN #3
STA. 54+40 - STA. 57+50
100 FT. R/W WITH MEDIAN ROADWAY SECTION
PLANTATION OAKS BOULEVARD
 SCALE: 1"=40'

PLANT LIST FOR MEDIAN #3

SYMBOL	ABB.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
	ED	6	ELAEAGARUS DECIPENS	JAPANESE BLUEBERRY	2-1/2" CAL.
	LI	LI	LAGERSTROEMIA	CREPE MYRTLE	SINGLE TRUNK 2" CAL.
SOD ST. AUGUSTINE 'FLORATAM' SOLID SOD (SQ. FT.)					



MEDIAN #4
STA. 100+35 - STA. 104+25
100 FT. R/W WITH MEDIAN ROADWAY SECTION
PLANTATION OAKS BOULEVARD
 SCALE: 1"=40'

PLANT LIST FOR MEDIAN #4

SYMBOL	ABB.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
	RP	1	PHOENIX RECLINATA	SENEGAL DATE	MULTI-TRUNK 10"-12" HT.
	ED	6	ELAEAGARUS DECIPENS	JAPANESE BLUEBERRY	2-1/2" CAL.
	LC	28	LANTANA CAMARA	RED LANTANA	3 GALLON
	ZP	24	ZAMIA PUMILA	COONTIE	3 GALLON
	LI	3	LAGERSTROEMIA	CREPE MYRTLE	SINGLE TRUNK 2" CAL.
SOD ST. AUGUSTINE 'FLORATAM' SOLID SOD (SQ. FT.)					

NO.	DATE	DESCRIPTION	BY
PARKER MYNCHENBERG & ASSOCIATES, INC. PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE • ORMOND BEACH, FLORIDA 32136 (386) 677-8891 FAX (386) 677-8892 E-MAIL: info@parkermychenberg.com			
MEDIAN LANDSCAPE AS-BUILT PLAN PLANTATION OAKS OF ORMOND BEACH VOLUSIA COUNTY • FLORIDA			
FILE NO.	PPLAT-MEDIAN	DESIGNER: PARKER MYNCHENBERG	
DATE:	11-15-18	CADD TECH: CHANDLER	
SCALE:	1"=20'	SHEET 2 OF 2	

City Attorney's
correspondence
regarding the
Plantation Oaks
Zoning Map
Amendment

From: [Hayes, Randy](#)
To: [Spraker, Steven](#)
Cc: [Shanahan, Joyce](#)
Subject: Plantation Oaks
Date: Thursday, June 11, 2020 1:09:20 PM
Attachments: [171.062, F.S., Effects of annexations or contractions.rtf](#)
[163.3239, F.S., Recording and effectiveness of a development agreement.rtf](#)
[Alachua County v Florida Rock Industries Inc.rtf](#)
[163.3231, F.S., Consistency with the comprehensive plan and land development regulations.rtf](#)
[163.3194, F.S., Legal status of comprehensive plan.rtf](#)

Steven,

The land that is now commonly known as Plantation Oaks residential subdivision existed originally as unimproved land that was situated in the unincorporated area of Volusia County. At the time that Volusia County had regulatory, zoning and land use jurisdiction over the subject land, Volusia County entered into a development agreement with the land owner-developer, authorizing the development of a project that is commonly known as Plantation Oaks residential subdivision. The development agreement issued by Volusia County was required by law to be consistent with the county's comprehensive land use plan, and the county's land use and zoning regulations. *See*, section 163.3194, Florida Statutes (attached). In addition, section 163.3231, Florida Statutes (attached) further requires development agreements and comprehensive plans to be consistent. Subsequent to the approval by Volusia County of the Plantation Oaks development agreement, the land owner requested that the property be annexed into Ormond Beach's municipal boundaries. The land was thereafter annexed into Ormond Beach.

Upon the annexation of the land from an unincorporated area of a county into a municipality, the comprehensive land use plan and land development regulations of the county continue to apply until such time that the municipality adopts a comprehensive plan amendment that includes the annexed land. *See*, section 171.062, Florida Statutes (attached). Consequently, as it relates to Plantation Oaks, Volusia County's comprehensive land use plan, and the county's land development regulations continue to apply as a matter of law until such time that the Ormond Beach adopts a comprehensive plan amendment. In addition, Ormond Beach is required to approve land development regulations that includes the annexed land. *Again see*, section 171.062, Florida Statutes (attached).

As it pertains to the development agreement that was approved by Volusia County, section 163.3239, Florida Statutes (see attached), provides that the *"burdens of the development agreement shall be binding upon ... all successors in interest to the parties to the agreement."* *See also*, Alachua County v. Florida Rock Industries, Inc., 834 So.2d 370 (Fla. 1st DCA 2003) (attached). Ormond Beach is the successor in interest to Volusia County and is therefore obligated to administer the terms, conditions, and entitlements of that development agreement. Ormond Beach is further required by law to approve a comprehensive plan, land use, and zoning regulations for the subject property that is consistent with the development agreement that was approved by Volusia County.

Randal A. Hayes, Esq.
 CITY ATTORNEY

22 South Beach Street
Ormond Beach, FL 32175
(386) 676-3217
Randy.Hayes@ormondbeach.org

163.3194. Legal status of comprehensive plan, FL ST § 163.3194

West's Florida Statutes Annotated

Title XI. County Organization and Intergovernmental Relations (Chapters 124-164) (Refs & Annos)

Chapter 163. Intergovernmental Programs (Refs & Annos)

Part II. Growth Policy; County and Municipal Planning; Land Development Regulation (Refs & Annos)

West's F.S.A. § 163.3194

163.3194. Legal status of comprehensive plan

Effective: May 31, 2002

[Currentness](#)

(1)(a) After a comprehensive plan, or element or portion thereof, has been adopted in conformity with this act, all development undertaken by, and all actions taken in regard to development orders by, governmental agencies in regard to land covered by such plan or element shall be consistent with such plan or element as adopted.

(b) All land development regulations enacted or amended shall be consistent with the adopted comprehensive plan, or element or portion thereof, and any land development regulations existing at the time of adoption which are not consistent with the adopted comprehensive plan, or element or portion thereof, shall be amended so as to be consistent. If a local government allows an existing land development regulation which is inconsistent with the most recently adopted comprehensive plan, or element or portion thereof, to remain in effect, the local government shall adopt a schedule for bringing the land development regulation into conformity with the provisions of the most recently adopted comprehensive plan, or element or portion thereof. During the interim period when the provisions of the most recently adopted comprehensive plan, or element or portion thereof, and the land development regulations are inconsistent, the provisions of the most recently adopted comprehensive plan, or element or portion thereof, shall govern any action taken in regard to an application for a development order.

(2) After a comprehensive plan for the area, or element or portion thereof, is adopted by the governing body, no land development regulation, land development code, or amendment thereto shall be adopted by the governing body until such regulation, code, or amendment has been referred either to the local planning agency or to a separate land development regulation commission created pursuant to local ordinance, or to both, for review and recommendation as to the relationship of such proposal to the adopted comprehensive plan, or element or portion thereof. Said recommendation shall be made within a reasonable time, but no later than within 2 months after the time of reference. If a recommendation is not made within the time provided, then the governing body may act on the adoption.

(3)(a) A development order or land development regulation shall be consistent with the comprehensive plan if the land uses, densities or intensities, and other aspects of development permitted by such order or regulation are compatible with and further the objectives, policies, land uses, and densities or intensities in the comprehensive plan and if it meets all other criteria enumerated by the local government.

163.3194. Legal status of comprehensive plan, FL ST § 163.3194

(b) A development approved or undertaken by a local government shall be consistent with the comprehensive plan if the land uses, densities or intensities, capacity or size, timing, and other aspects of the development are compatible with and further the objectives, policies, land uses, and densities or intensities in the comprehensive plan and if it meets all other criteria enumerated by the local government.

(4)(a) A court, in reviewing local governmental action or development regulations under this act, may consider, among other things, the reasonableness of the comprehensive plan, or element or elements thereof, relating to the issue justiciably raised or the appropriateness and completeness of the comprehensive plan, or element or elements thereof, in relation to the governmental action or development regulation under consideration. The court may consider the relationship of the comprehensive plan, or element or elements thereof, to the governmental action taken or the development regulation involved in litigation, but private property shall not be taken without due process of law and the payment of just compensation.

(b) It is the intent of this act that the comprehensive plan set general guidelines and principles concerning its purposes and contents and that this act shall be construed broadly to accomplish its stated purposes and objectives.

(5) The tax-exempt status of lands classified as agricultural under [s. 193.461](#) shall not be affected by any comprehensive plan adopted under this act as long as the land meets the criteria set forth in [s. 193.461](#).

(6) If a proposed solid waste management facility is permitted by the Department of Environmental Protection to receive materials from the construction or demolition of a road or other transportation facility, a local government may not deny an application for a development approval for a requested land use that would accommodate such a facility, provided the local government previously approved a land use classification change to a local comprehensive plan or approved a rezoning to a category allowing such land use on the parcel, and the requested land use was disclosed during the previous comprehensive plan or rezoning hearing as being an express purpose of the land use changes.

Credits

Laws 1975, c. 75-257, § 12; Laws 1977, c. 77-174, § 1; Laws 1977, c. 77-223, § 2; Laws 1980, c. 80-358, § 12; Laws 1981, c. 81-259, § 69; Laws 1985, c. 85-55, § 11. Amended by [Laws 2002, c. 2002-296, § 33, eff. May 31, 2002](#).

[Notes of Decisions \(58\)](#)

West's F. S. A. § 163.3194, FL ST § 163.3194

Current with chapters from the 2020 Second Regular Session of the 26th Legislature in effect through May 18, 2020

End of Document

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163.3231. Consistency with the comprehensive plan and land..., FL ST § 163.3231

West's Florida Statutes Annotated

Title XI. County Organization and Intergovernmental Relations (Chapters 124-164) (Refs & Annos)

Chapter 163. Intergovernmental Programs (Refs & Annos)

Part II. Growth Policy; County and Municipal Planning; Land Development Regulation (Refs & Annos)

West's F.S.A. § 163.3231

163.3231. Consistency with the comprehensive plan and land development regulations

Currentness

A development agreement and authorized development shall be consistent with the local government's comprehensive plan and land development regulations.

Credits

Laws 1986, c. 86-191, § 25.

Notes of Decisions (1)

West's F. S. A. § 163.3231, FL ST § 163.3231

Current with chapters from the 2020 Second Regular Session of the 26th Legislature in effect through May 18, 2020

End of Document

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163.3239. Recording and effectiveness of a development agreement, FL ST § 163.3239

[West's Florida Statutes Annotated](#)[Title XI. County Organization and Intergovernmental Relations \(Chapters 124-164\) \(Refs & Annos\)](#)[Chapter 163. Intergovernmental Programs \(Refs & Annos\)](#)[Part II. Growth Policy; County and Municipal Planning; Land Development Regulation \(Refs & Annos\)](#)

West's F.S.A. § 163.3239

163.3239. Recording and effectiveness of a development agreement

Effective: June 2, 2011

[Currentness](#)

Within 14 days after a local government enters into a development agreement, the local government shall record the agreement with the clerk of the circuit court in the county where the local government is located. A development agreement is not effective until it is properly recorded in the public records of the county. The burdens of the development agreement shall be binding upon, and the benefits of the agreement shall inure to, all successors in interest to the parties to the agreement.

Credits

Laws 1986, c. 86-191, § 29. Amended by [Laws 1992, c. 92-129, § 13, eff. April 8, 1992](#); [Laws 2011, c. 2011-139, § 26, eff. June 2, 2011](#).

West's F. S. A. § 163.3239, FL ST § 163.3239

Current with chapters from the 2020 Second Regular Session of the 26th Legislature in effect through May 18, 2020

End of Document

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171.062. Effects of annexations or contractions, FL ST § 171.062

West's Florida Statutes Annotated

Title XII. Municipalities (Chapters 165-185)

Chapter 171. Local Government Boundaries (Refs & Annos)

Part I. Municipal Annexation or Contraction

West's F.S.A. § 171.062

171.062. Effects of annexations or contractions

Effective: July 1, 2000

Currentness

(1) An area annexed to a municipality shall be subject to all laws, ordinances, and regulations in force in that municipality and shall be entitled to the same privileges and benefits as other parts of that municipality upon the effective date of the annexation.

(2) If the area annexed was subject to a county land use plan and county zoning or subdivision regulations, these regulations remain in full force and effect until the municipality adopts a comprehensive plan amendment that includes the annexed area.

(3) An area excluded from a municipality shall no longer be subject to any laws, ordinances, or regulations in force in the municipality from which it was excluded and shall no longer be entitled to the privileges and benefits accruing to the area within the municipal boundaries upon the effective date of the exclusion. It shall be subject to all laws, ordinances, and regulations in force in that county.

(4)(a) A party that has an exclusive franchise which was in effect for at least 6 months prior to the initiation of an annexation to provide solid waste collection services in an unincorporated area may continue to provide such services to an annexed area for 5 years or the remainder of the franchise term, whichever is shorter, if:

1. The franchisee provides, if the annexing municipality requires, a level of quality and frequency of service which is equivalent to that required by the municipality in other areas of the municipality not served by the franchisee, and

2. The franchisee provides such service to the annexed area at a reasonable cost. The cost must include the following as related to providing services to the annexed area:

a. Capital costs for land, structures, vehicles, equipment, and other items used for solid waste management;

171.062. Effects of annexations or contractions, FL ST § 171.062

- b. Operating and maintenance costs for solid waste management;
- c. Costs to comply with applicable statutes, rules, permit conditions, and insurance requirements;
- d. Disposal costs; and
- e. A reasonable profit.

If the municipality and the franchisee cannot enter into an agreement as to such cost, they shall submit the matter of cost to arbitration.

(b) A municipality, at its option, may allow the franchisee to continue providing services pursuant to the existing franchise agreement.

(c) A municipality may terminate any franchise if the franchisee does not agree to comply with the requirements of paragraph (a) within 90 days after the effective date of the proposed annexation.

(5) A party that has a contract that was in effect for at least 6 months prior to the initiation of an annexation to provide solid waste collection services in an unincorporated area may continue to provide such services to an annexed area for 5 years or the remainder of the contract term, whichever is shorter. Within a reasonable time following a written request to do so, the party shall provide the annexing municipality with a copy of the pertinent portion of the contract or other written evidence showing the duration of the contract, excluding any automatic renewals or so-called “evergreen” provisions. This subsection does not apply to contracts to provide solid waste collection services to single-family residential properties in those enclaves described in [s. 171.046](#).

Credits

Laws 1974, c. 74-190, § 1; Laws 1985, c. 85-55, § 22. Amended by [Laws 1988, c. 88-92, § 1, eff. June 6, 1988](#); [Laws 1993, c. 93-206, § 17, eff. July 1, 1993](#); [Laws 1993, c. 93-243, § 2, eff. May 15, 1993](#); [Laws 2000, c. 2000-304, § 2, eff. July 1, 2000](#).

[Notes of Decisions \(7\)](#)

West’s F. S. A. § 171.062, FL ST § 171.062

Current with chapters from the 2020 Second Regular Session of the 26th Legislature in effect through May 18, 2020

171.062. Effects of annexations or contractions, FL ST § 171.062

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834 So.2d 370
District Court of Appeal of Florida,
First District.

ALACHUA COUNTY, Florida, Appellant,
v.
FLORIDA ROCK INDUSTRIES, INC., Appellee.

No. 1D01–5008.

Jan. 14, 2003.

Synopsis

County brought breach of contract action against concrete manufacture to enforce developer's agreement. The Circuit Court, Alachua County, [Chester B. Chance](#), J., granted summary judgment in favor of concrete manufacturer, and county appealed. The District Court of Appeal, [Ervin](#), J., held that county could not enforce developer's agreement.

Affirmed.

[Booth](#), J., dissented.

West Headnotes (1)

[1] **Municipal Corporations** **Property**

County could not enforce developer's agreement with concrete manufacturer, after city annexed concrete manufacturer's land and adopted a comprehensive plan that included the property. [West's F.S.A. §§ 163.3171, 163.3220](#)(3, 5), [171.062](#).

[2 Cases that cite this headnote](#)

Attorneys and Law Firms

*371 [David Wagner](#), County Attorney, David C. Schwartz, Assistant County Attorney, Gainesville, for Appellant.

[John A. DeVault, III](#), and [Courtney K. Grimm](#) of Bedell, Dittmar, DeVault, Pillans & Cox, P.A., Jacksonville, for Appellee.

Opinion

[ERVIN](#), J.

Appellant, Alachua County, appeals from a final summary judgment wherein the trial court held that under [section 171.062, Florida Statutes \(1999\)](#), appellant no longer has the authority to enforce its developer's agreement with appellee, Florida Rock Industries, because the City of Newberry annexed the Florida Rock property. Alachua County contends the trial court erred by concluding that the statute applies to the developer's agreement, because the agreement is a contract rather than a law, ordinance, or regulation under [section 171.062](#). We affirm, because the pertinent statutes provide that the local government has jurisdiction to regulate the development of property.

Alachua County's Board of County Commissioners approved Florida Rock's request to build a cement plant in the unincorporated area of the county. The parties entered into a developer's agreement that required Florida Rock to implement certain environmental monitoring requirements for the site. The county asserted that it hired an environmental contractor to perform baseline monitoring under the agreement, for which Florida Rock had reimbursed the county, and that the county had incurred some nonreimbursable costs.

Florida Rock petitioned the City of Newberry to annex the Florida Rock property, which is contiguous to the city.¹ In 1999, the city enacted an ordinance annexing the property and amended its comprehensive plan to incorporate the annexation.² Pursuant to a city resolution, Florida Rock and the City of Newberry executed a reformed developer's agreement to supplant the agreement between Alachua County and Florida Rock.

Alachua County sued Florida Rock, alleging breach of contract and seeking declaratory and injunctive relief. The trial court entered summary judgment against the county, finding that under its home rule charter, Alachua County's land-use responsibilities extend only to its unincorporated area; that the Alachua County Code expressly provides that [section 171.062](#) applies to annexations within the county; and that under subsections 171.062(1) and (2), Alachua County's control over the

Alachua County v. Florida Rock Industries, Inc., 834 So.2d 370 (2003)

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development of the Florida Rock property passed to the City of Newberry, the county's "successor in interest."³

Section 171.062 provides, in pertinent part:

(1) An area annexed to a municipality shall be subject to all laws, ordinances, and regulations in force in that municipality and shall be entitled to the same privileges and benefits as other parts of that municipality upon the effective date of the annexation.

(2) If the area annexed was subject to a county land use plan and county zoning *372 or subdivision regulations, these regulations remain in full force and effect until the municipality adopts a comprehensive plan amendment that includes the annexed area.

The lower court held: "As the City of Newberry has annexed Florida Rock's property and adopted a Comprehensive Plan amendment including Florida Rock's property, Alachua County's regulations pertaining to Florida Rock's property, including the Special Use Permit, the site plan approval and the [Developer's] Agreement, are no longer in force and effect."

Although a developer's agreement is contractual in nature,⁴ and is not itself a law, ordinance, regulation, or land-use plan, which are the subjects of [section 171.062](#), the statutes relevant to the issue at bar demonstrate that the county can no longer exercise control through its developer's agreement with Florida Rock, because it is no longer the local government that has jurisdiction over Florida Rock's property.

The authorization for local governments to enter into development agreements with developers is statutory. §§ [163.3220–3243](#), [Fla. Stat.](#) (1999) (Florida Local Government Development Agreement Act). Section 163.3223 provides that a local government may enact procedures regulating the creation of such agreements pertaining to "real property located *within its jurisdiction*" (emphasis added). As stated above, [sections 171.062\(1\)](#) and (2) provide that any area a municipality annexes is subject to the city's laws, ordinances, regulations,

land-use plan, and zoning regulations. Within the Local Government Comprehensive Planning and Land Development Regulation Act,⁵ which authorizes local governments to enact comprehensive land-use plans, [section 163.3171, Florida Statutes \(1999\)](#), provides in subsection (1) that a municipality shall exercise authority under the act "for the total area *under its jurisdiction*," and in subsection (2) that a county shall exercise authority "for the total unincorporated area *under its jurisdiction*" (emphasis added). [Section 163.3220\(3\)](#) expressly requires the laws authorizing development agreements to conform to, further, and implement the aforementioned Local Government Comprehensive Planning and Land Development Regulation Act. [Section 163.3220\(5\)](#) affirms that the laws authorizing development agreements are not in derogation of any existing powers.

These statutes show that local governments may implement and supervise [development agreements](#) addressing development within their jurisdictions, and the agreements [must comport with the local government's land-use plan](#). When read *in pari materia*, the statutes reasonably imply that [when jurisdiction over property changes as a result of municipal annexation, the municipality becomes the successor in interest to development agreements](#) the county has entered into, because the county cannot exercise land-use control over property no longer within its jurisdiction, [and the municipality must be able to monitor compliance with the terms of its own land-use plan incorporating the new property](#).

AFFIRMED.

DAVIS, J., concurs; BOOTH, J., dissents.

All Citations

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Footnotes

- 1 See § [171.044\(1\)](#), [Fla. Stat.](#) (1999) (authorizing voluntary annexation).
- 2 The validity of the annexation is the subject of an action pending in circuit court. *Crouch v. City of Newberry*, No. 99–2226–CA (8th Cir.Ct.).
- 3 [Section 163.3239, Florida Statutes \(1999\)](#), provides that any successors in interest to a development agreement take on the agreement's burdens and benefits.

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- 4 See, e.g., *Morgran Co. v. Orange County*, 818 So.2d 640 (Fla. 5th DCA 2002) (defining a development agreement as a contract that provides a developer with vested rights by freezing the local government's zoning regulations in exchange for public benefits).
- 5 §§ 163.3161–.3215, Fla. Stat. (1999).

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DRAFT

Planning Board minutes
June 11, 2020

Plantation Oaks Zoning Map
Amendment

Includes correspondence
received prior to the
Planning Board meeting

V. APPROVAL OF MINUTES

March 12, 2020

- A. **Mr. Briley moved to approve the March 12, 2020 Workshop Minutes. Ms. Tolland seconded the motion. The minutes were unanimously approved.**
- B. **Mr. Briley moved to approve the March 12, 2020 Meeting Minutes. Ms. Tolland seconded the motion. The minutes were unanimously approved.**

VI. PLANNING DIRECTOR'S REPORT

Mr. Steven Spraker, Planning Director, stated that there is additional seating tonight in the atrium as well as conference room 103 where the meeting will be live-streamed. He explained that there are sign in sheets for anyone wanting to speak on any item.

VII. PUBLIC HEARINGS

A. **PRD 2020-022: Plantation Oaks Subdivision, Amendment to Official Zoning Map**

Mr. Steven Spraker, Planning Director, described the process of the application which is a Planned Residential Development zoning map amendment that is city initiated based on annexation. He explained that first would be the staff presentation, followed by the property owner presentation, then public comments. The Planning Board then will have discussions, questions and recommendations on the matter. The Planning Board acts as an advisory board to the City Commission. The City Commission is required to act on this item, which is tentatively scheduled for July 28, 2020 and August 18, 2020. He added that tonight's meeting is being streamed on the City of Ormond Beach website and explained that if a member of the public did not want to be close to someone the capability is there to listen to it and then come back into the Chambers when hearing your name announced to come up and speak.

The application is a rezoning based on annexation and the rezoning is to Planned Residential Development. The three (3) items the application is seeking:

- 1) Rezoning from the Volusia County zoning districts which include Residential Planned Unit Development (RPUD), Volusia County Rural Residential (VCRR), Volusia County R-4 (Urban Single Family Residential) to the City of Ormond Beach Planned Residential Development (PRD);
- 2) The approval of the Ormond Beach development order which incorporates the existing Volusia County zoning approvals. Mr. Spraker stated that this project has existing Volusia County development orders which establishes what is allowed. Those entitlements allow 1,577 residential units and a neighborhood commercial center; and
- 3) The last aspect is an amendment to allow Phase 1, 669 lots of Plantation Oaks subdivision to delete the age-restriction that limits residents to be 55 years of age and over. Mr. Spraker explained that with the deletion of the age restriction that is being proposed, the project would limit the development to site built single-family homes on fee simple lots which will be typical single-family, with no manufactured homes allowed. Mr. Spraker continued that Phase 1 would be subject to Volusia County school concurrency.

Mr. Spraker displayed the project site overhead and explained how it stretches from Old Dixie Highway around to Halifax Plantation on the north, wrapping around Interstate 95 and is located on either side of Plantation Oaks Boulevard in the middle of the project. Mr. Spraker reviewed history on the area and stated that the project started out in 1986 as a Development of Regional Impact (DRI). The original development order allowed 3,930 single-family units on 2,009 acres. In 1990, 500 of the acres of the DRI were annexed into the city and were developed as the Ormond Lakes subdivision with 656 residential units and 6,000 square feet of commercial uses. In 2002, the Volusia County development order was approved, which is the basis of their site entitlements. The 2002 development order allowed site built single-family homes on fee simple lots. The project restricted the age of residents to be at least 80% of the units to individuals 55 and older. Mr. Spraker continued that the project agreed to pay their school impact fees for all of the dwellings and they established development standards within the development order. The project was required to build a 100-foot right-of-way, which is now Plantation Oaks Boulevard, and all of the internal roadways for the project are required to be private. In 2004, the project removed 407 acres of land from the Development of Regional Impact and dedicated the land area to the Tomoka State Park. This 407 acres were once a part of the National Gardens DRI which abutted Old Dixie Highway. The Ormond Lakes and Plantation Oaks subdivisions are part of the National Gardens DRI.

Mr. Spraker stated that in 2007 there was a minor amendment in Volusia County to have a buffer along Old Dixie Highway of 175 feet, part of the Volusia County approval, with no development and no impacts. That first 175 feet abutting Old Dixie Highway is to remain natural. In 2012, there was a major amendment that allowed the introduction of manufactured homes. The project could build site built single-family homes or manufactured homes. Mr. Spraker stated that the city got involved in 2015 when the city agreed to be the utility provider for the project providing water and sewer to the Plantation Oaks area. In order to provide utilities, a project must either annex or sign an annexation agreement. The project signed an annexation agreement for when the project's boundaries become contiguous with the city, that then annexation is required. There was a minor amendment in 2015 that changed the provision of water and sewer to the City of Ormond Beach. In 2016, the developer dedicated a school site for school concurrency and paid the school impact fees for the entire project. In 2019, the City of Ormond Beach amended the Interlocal Service Boundary Agreement to allow for the annexation of the Plantation Oaks subdivision. On October 1, 2019, the city annexed the Plantation Oaks subdivision and with the annexation the city is required to assign a land use and a zoning designation. The city must have a zoning and land use for the property.

Mr. Spraker stated that in 2020, a land use amendment was completed that assigned a "Low Density Residential" land use designation. Mr. Spraker concluded that the goal is to take what Volusia County has approved for zoning and transfer the zoning into the City of Ormond Beach. Whatever development entitlements were granted in Volusia County would continue into Ormond Beach. The 175-foot buffer would stay 175 feet. The number of units cannot be changed without a major amendment by the applicant. The number of units are 1,577. Mr. Spraker reiterated that the first item under review is to change the zoning from the Volusia County zoning to the Ormond Beach zoning. The annexation is based on the utility connection of the water and sewer. State Statutes require that the zoning designation be changed from Volusia County. Mr. Spraker explained that if the city did not change the zoning designation

the project would still maintain their Volusia County designation in which city staff is trying to rezone the property to. Other examples of where this type of framework of zoning amendments was done is Chelsea Place between West Granada and Hand Avenue. They went through the same process and the development orders that were approved in Volusia County were then transferred to Ormond Beach. Other examples include River Oaks, a subdivision on Airport Road, as well as Destination Daytona at U.S. Highway 1. These projects were approved in Volusia County and given the same zoning by the City of Ormond Beach based upon Volusia County zoning approvals.

Mr. Spraker stated that within the Planning Board's packet, staff listed all of the development orders, approximately 243 pages that the property has obtained. When going to the City Commission, the city will adopt the development orders that Volusia County has approved. Key points are to note that it originally started out as a Development of Regional Impact in 1986 when there was land dedication along Old Dixie Highway to the Tomoka State Park. Mr. Spraker added that the units will not change from 1,577. He continued that there was a change to allow manufactured homes in 2012 as well as the school concurrency completion. Mr. Spraker displayed the site development plan that the applicant had approved in Volusia County showing the 175-foot buffer off of Old Dixie Highway, the interface with Halifax Plantation, Plantation Oaks Boulevard and Interstate 95.

Mr. Spraker added that the application proposes an amendment that for the Phase 1 lots to remove the age restriction and allow only single-family homes for any age for those 669 lots. Mr. Spraker commented that there are arguments for and against the amendment. One argument for the amendment is that it will restrict the phase to single-family homes which will provide additional property value. Another opinion heard was that the manufactured homes do not pay an appropriate amount of taxes. The proposed amendment would be a way to address this issue and require only site-built homes. Another line of reasoning for approval would be to allow a variety of housing units and types, with 42% of the development to be single-family site-built homes. The City received an e-mail of no objection from the Volusia County School staff regarding the school concurrency. The project is already allowed to do single-family homes but the age is restricted to individuals 55 and over.

Mr. Spraker continued that the line of reasoning for denial of the amendment would state school age children would be allowed which is not consistent with what Volusia County previously approved. The second item would be that they should maintain what the existing development order allowed. A third line of reasoning for denial would be a concern of increased traffic from individuals who are less than 55 years of age.

Mr. Spraker concluded that staff is recommending approval of the three items. There will be a City Commission hearing that will occur tentatively scheduled for July 28, 2020 and August 18, 2020.

Mr. Briley asked Mr. Spraker if providing fee-simple lots abutting Halifax Plantation, if they would be more consistent than manufactured homes with Halifax Plantation. Mr. Spraker agreed and stated that there would be single-family homes, instead of manufactured housing. He added that some residents of Halifax Plantation were supportive, but that some were not.

Mr. Briley asked if the board were to do nothing tonight if the project would still move forward. Attorney Hayes stated that the project was approved by Volusia

County 18 years ago and commented that you do not get a do-over on approving the project. The land was annexed by the City a year to a year and a half ago. Under the Statute, once the property has been annexed from the County into a municipality, the County's land use and zoning regulations apply, whereas when the County approved the development agreement that agreement constituted a land development regulation as well. Attorney Hayes explained that once the property that has been annexed into a municipality, the County's land use and zoning regulations in the development agreement regulations continue to apply until the City goes through the process of amending its Comprehensive Land Use Plan and then once that occurs, it is required to amend the zoning. The City's Land Development Code regulations have to be consistent with that which was approved in the County and it cannot be taken away from the land owner. Attorney Hayes stated that what is being asked to do in Items #1 and #2 is to approve a rezoning from County to City designations consistent with what the County approved as required by State Statute. He continued that Item #3 is a request by the applicant to amend the development order that currently restricts residents in Phase 1 to age 55 and above which would be a change to the development order.

Mr. Briley explained the DRI process and how it was established by the Florida Legislature in 1972 to bring local and state governments together on large projects affecting a lot of people. The Legislature met and discussed infrastructure and performed studies to ensure that the state and regional governments were able to collaborate to review big housing subdivisions and other projects. Mr. Briley continued that in 2015 the Legislature did away with DRIs and a lot of people are concerned about it because they do not feel that there is the same amount of review that there once was. In the past, DRIs were approved by the state DCA, the regional planning council for an area, and in this case for the project at hand, also had to go before the Volusia County Planning Board and the Volusia County Council. Mr. Briley explained that four committees reviewed this matter before it was permitted. He stated part of it has already been developed as Ormond Lakes and is also part of the National Gardens DRI along with Plantation Oaks. DRI categories include airports, attractions, hotels, large commercial and residential subdivisions. Mr. Briley added that a lot of review went into this project for a DRI that was approved 34 years ago as aforementioned in Mr. Spraker's timeline of occurrences from 1986 to today.

Mr. Briley continued that Hunter's Ridge is a great example of a DRI, although not annexed in Ormond Beach but developed in Ormond Beach was denied by the City Commission in 1990. The applicant appealed to Tallahassee and prevailed, the reason Hunter's Ridge exists today. The DRI is still in process and only the Ormond Beach portion of Hunter's Ridge is developed. The bulk of the DRI is in Flagler County which has not been developed. Mr. Briley stated DRIs were put into place for long-term planning without a lot of changes to the DRIs. The density is not being increased on this DRI, only an amendment to age restriction and changing the type of housing. The Chairperson of the Save the Loop group e-mailed that he felt that it is a good thing that the City is zoning properly. Mr. Briley added that bringing it into the city takes it out of the County so if anything happens concerned citizens can come to the city instead of driving to Deland when there is an issue. He added that typically in the city it is closer for residents to have city control with better regulations than in the County.

Mr. Spraker advised the Planning Board that a number of e-mails were placed on their dais for their review and consideration. He explained that staff did their best to reply to each of their e-mails. The correspondence will also be included in the City Commission packets. He stated that any information received will be passed on to the City Commission.

Mr. Scudiero asked if there is anything the Planning Board can do tonight in conjunction with the City Commission at future meetings to undo the project. Mr. Spraker answered that the City cannot undo the Volusia County approval. The Planning Board does have discretion on the amendment to determine whether or not the age restriction is appropriate. He continued that even if the Planning Board were to deny the development order that they would still maintain its Volusia County development order which is what the City is trying to adopt.

Attorney Hayes concurred and stated that the City is required as a matter of law to assign this a zoning category consistent with that which it enjoyed in the County. He added that the discretionary point is in Item #3 as it relates to the age restriction.

Mr. Briley commented that if the matter was halted that the City could be in for a big lawsuit. Attorney Hayes replied that he was correct, stating that the project was approved by the County 18 years ago and cannot undo something that was approved then.

Mr. Galloway asked Attorney Hayes if there has been case law about projects such as this one. He added that he has done research and discovered cases which were provided to the Planning Board. He continued that it could be turned down but then would face an appeal process or lawsuit. Attorney Hayes replied that the board could not turn it down and that they are required to make sure that the Land Development Code regulations are consistent with the Comprehensive Plan and the Comprehensive Plan and the Land Development Code regulations have to be consistent with the development order. The development order has been inherited now and the Statute states that when the County approves a development order and the land is annexed the city essentially assumes the obligations to administer the development order that was approved by the County. The obligations are to give it a zoning description designation similar to that which it enjoyed in the County. The development order can be amended in the future if an applicant asks and it would go through the same process that all development applications do and it would have to be reviewed by the planning staff and be consistent with the Land Development Code regulations and Comprehensive Plan. Attorney Hayes reiterated that the Planning Board does not have the discretion to turn down and that it is not worth a lawsuit to prove that point again. Mr. Galloway stated that by Statute Law the board's hands are tied by a previous group that committed to this. Attorney Hayes commented that another jurisdiction issued a development order for the development of the property and that there is a series of statutory requirements that direct administration of what the law required the board to do.

Mr. Spraker explained that the City is giving the property the same exact development order that Volusia County previously approved. He commented that within the Planning Board packet there are Volusia County development orders going back from 2002 to 2019. Mr. Spraker offered to give the information to anyone asking for it and stated that it is also on the City of Ormond Beach website on the Planning Board webpage. He continued that all of Volusia County's orders for the project were provided as part of the Planning Board information.

Mr. Jorczak stated that given the legal position that the city is in with respect to accepting what has already been granted through the County, the issue revolves around the 55 age limitation and opening it up so that anybody can buy the 600 + homes as single-family homes. Mr. Jorczak commented that he thought from a housing standpoint they would prefer fixed dwellings as opposed to manufactured homes. Mr. Spraker replied that he was correct, that it is a key decision of the Planning Board to recommend to the City Commission whether that amendment is appropriate.

Chairman Thomas expounded on the intent of the board is what the intent of the City is in wanting to hear each and every person that wants to speak. He continued whether agreeing or disagreeing with the board's decisions that he would like people to leave the meeting feeling heard. He added that the board is under certain constraints that they must go by. Chairman Thomas stated that the board members are citizens too and want to treat everyone fairly and explained that everyone has a three-minute time limit on speaking. Chairman Thomas encouraged those that speak on the same exact topic to come up expressing that they concur to save time to leave at a reasonable hour.

Mr. Parker Mynchenberg, Parker Mynchenberg & Associates, 1729 Ridgewood Avenue, stated that he and partner Mr. Ronnie Bledsoe are owners of Plantation Oaks. He continued that he is also a design engineer and owns an engineering firm in the Daytona Beach area, and had the pleasure of designing Plantation Oaks as well as Ormond Lakes, Halifax Plantation, as well as numerous other subdivisions. Mr. Mynchenberg continued that the goal is to have the City adopt the current County PUD into the City and rezone it to a City PRD. The number of units and lot sizes are not changing. The development order for Plantation Oaks gives the allowance of building 1,577 units which can be stick-built, fee simple or manufactured homes. The Plantation Oaks Boulevard roadway was a \$7 million-dollar road that Mr. Mynchenberg and Mr. Bledsoe built with no impact fee credit. Mr. Mynchenberg stated that Phase 2 of the project, Plantation Oaks of Ormond Beach development community, was built first, which consists of 427 manufactured homes on leased lots, with a 10,300 square foot clubhouse, and when the annexation agreement was signed to get utilities from the City of Ormond Beach, the zoning was already approved before offering the utilities.

Mr. Mynchenberg reiterated that the purpose of the meeting is to adopt the current PUD into the city and ask for Phase 1 to be non-age restricted. The age restriction in the development order details that 80 percent of the project to be 55 of age and older and allows 20 percent of the units to be under the age of 55. With the change, if allowed, will have to pay school impact fees for Phase 1. Mr. Mynchenberg continued that they agreed to pay the impact fees when they rezoned with the County even though they were 55 plus with no impact. He added that they had provided an alternate school site next to Westside Elementary in Daytona Beach that the Volusia County School Board wanted. That site was traded for the school site inside of Plantation Oaks. Mr. Mynchenberg explained that with the amendment being asked for they would like the 55-age restriction lifted for the Phase next to Halifax and in return agree to not put manufactured homes on leased lots next to Halifax Plantation.

Mr. Scudiero asked Mr. Mynchenberg about the possibility of increased traffic counts and if those trips have expanded to under 55. Mr. Mynchenberg replied that he has designed approximately 200 subdivisions over the span of his career and the age

restricted communities generate less traffic. In the approved development order and traffic concurrency there was an 18-hole public access golf course with a restaurant and bar but has since been deleted from the development. Now there are lakes where the golf holes used to be. He commented that those trips are no longer on the table.

Ms. Tolland asked about the size of the houses on the lots which would tell how many cars would be in the driveway. Mr. Mynchenberg replied that the minimum lot size is 65 feet by 110 feet with 1,000 square feet building size minimum. There are 40-foot and 50-foot lots in a couple of subdivisions near LPGA Blvd. Mr. Mynchenberg continued that some of the subdivisions he designed in Edgewater are all 50-foot lots. The trend is smaller lot size. The zoning requirement for the stick-built fee simple that can be built with age restrictions is 1,000 square feet in building size. When the rezoning was done for the manufactured housing it was agreed to have a minimum on the manufactured homes of 1,200 square feet. There are currently 38 manufactured homes up in Plantation Oaks that are 1,200 square feet or more with conventional two-car garages. The site-built houses are anticipated to be 1,800 to 2,200 square feet, similar to Ormond Lakes outside of the gated section.

Audience Participation

Mr. Brandon Dodge, 411 Calle Grande Street, stated that he is a life-long resident of Ormond Beach and opposes the project. He continued that he understands that it is out of the board's hands but is concerned that taking away the age restriction of 55 and older that there will be higher traffic, higher wildlife and motor vehicle collisions and more destruction, therefore the City will have to fund more infrastructure. Mr. Dodge added that it does not seem practical to build in a flood zone and that eminent domain could be possible to take away the zoning approvals. He continued as a local and an Ormond Beach native he would hate to see The Loop destroyed any further. There has been too much construction. Mr. Dodge commented that he is a motorcycle rider and sees a lot of wildlife in the area which is a hazard. He concluded that it would do a lot of good to look at the 34-year old approvals and look at why they would be approved if no one favors them. There is a Change.org petition with 10,000 signatures against the project. He added that if nothing could be done because of the Florida Statutes that there should be further restriction implemented if possible.

Ms. Marianne Burley, 4 Sycamore Circle, stated that her family has lived in Ormond Beach on the beachside since 1959. She added that her mother still lives in the same home on the same street at Osceola Elementary School which she heard is going to be turned into a three-story building because of lack of space in the middle school. It will be a K-8 school. Ms. Burley continued that in the process of moving students around and building bigger schools, more homes are being built with more students. She commented that the land should have never have been developed in the first place because of the 'Save The Loop', and feels that the citizens are being ignored and developers are being supported because they are supporting the campaigns of the Commissioners. Ms. Burley stated that she feels the age restriction should be kept at 55 years of age and over because opening up to all ages creates more traffic, changes the community and allows changes to the codes in the future. Volusia Forever is made up of citizen taxes and she suggested using it to buy back some of the land if the developer is having a problem selling it. Ms. Burley concluded to stop building on the wetlands, to stop tearing the forest and deny the request to add all ages to the development.

Ms. Cathy, Anchor Drive, stated that she grew up in Ormond-by-the-Sea and that her and her father traveled through The Loop continuously when she was growing up. She continued that she concurs with Mr. Dodge on the traffic and wetlands, as they filter the water and added that she has seen a lot of construction and seen a lot of development. She commented that it is irresponsible for the City of Ormond Beach to approve any more development with the antiquated sewer system. It cannot handle anymore with the breaks on Granada Boulevard and the tests where sewage has been dumped into the river. The loop is a federally designated scenic highway. If the trees are taken away and if more people and traffic are added to the area, the city will lose the beauty of what brings people in town as well as the income from the visitors that continuously enjoy riding around The Loop.

Ms. Natalie Pilipczak, 3876 Dorsiere Avenue, Port Orange, stated that on Tuesday evening she saw a picture of a sign that was posted in the Ormond Beach Loop that calls for the rezoning and expansion towards Halifax Plantation for housing development. Ms. Pilipczak commented that as a member of Volusia County, she cannot stand to see The Loop, a piece of natural beauty be destroyed. She added that she started the petition on Change.org that in just two short days gathered 11,000 signatures of people fighting for The Loop to stay as is. Ms. Pilipczak commented that she understands that this specific piece of The Loop is privately owned, however an organization called Volusia Forever or Florida Forever can purchase the land and urges the board to table the votes and move the decision to a later date. Volusia Forever has purchased many other pieces of land to preserve the County's native environment. If the vote is tabled today, everyone can collaboratively work with Volusia Forever and Florida Forever with the owner of this portion of The Loop to preserve the beloved Loop. With Volusia Forever's purchase, the people of Ormond Beach and Volusia County as well as the owner of the land can benefit. With the Volusia Forever's purchase pending the owner agreement there will not be a lawsuit.

Mr. Briley stated that he did see the petition online today and asked if it pertained to the Halifax Plantation subdivision. If so, it can be taken up with the County as the City of Ormond Beach has nothing to do with the development plans approved for the Halifax Plantation subdivision. Ms. Pilipczak replied that she saw a sign that specified that it would expand out towards Halifax Plantation and that in the amendment it mentioned Old Dixie Highway. She reiterated that if Volusia Forever purchased the land that the owner will receive money which is what he is ultimately going for by building the housing developments. She added that it can become a piece of natural land and a place that tourists can visit every year and that motorcyclists can visit every bike week.

Mr. Bryan Shaffer, 695 N. Beach Street, stated he lives on one of the streets that would more than likely be affected heavily by the development. He added that he is going to be in the minority tonight. Mr. Shaffer continued that he just drove The Loop today and supports the development. He stated that he has driven The Loop a lot in quarantine and commented that it has helped him to get out of the house and relieve some stress. Mr. Shaffer stated that the land is cleared and that not a tree on Old Dixie Highway through The Loop that is being removed. In the last 8 months to 1 year due to the 175-foot buffer the development has not been visible because of the buffer. He added that Mr. Spraker pointed that out in one of the slides and noted that if you go to Google Maps on your cell phone that you can see that the development is cleared. Mr. Shaffer continued that if you drive The Loop tonight, that you would not know that you were driving by it with the exception of the entrance and exit roads

in and out of the subdivision. Mr. Shaffer stated that he wanted to also show his support for the single-family versus manufactured homes. Manufactured homes bring no revenue into the city and single-family homes pay a higher tax rate. He commented that he sees no reason to continue if it is approved to do the manufactured home versus the single-family because of the money that they will pay to the city to be able to live in the city. Manufactured homes do not pay a lot.

Ms. Joyce Baker, 19 Silk Oaks Drive, stated that she moved to Ormond Beach from Miami in 2003 and saw what happened in the Everglades after living in south Florida for over 30 years. She continued that the development's architect made an implied threat that unless deleting the 55 and over age restriction, that he would have no problem with putting mobile homes on it. Ms. Baker commented that it is worrisome because insurance rates with mobile homes will be worse than what they are now because insurance companies take all of the County and assess the risk of your neighbors and surrounding areas within your insurance zone. The more mobile homes, the higher the insurance rates will be because that is what their payout will be. She reiterated that with the threat of taking the 55-age limit and over he is going to put manufactured homes on the lots, she takes issue with it. Age restrictions of 55 and over gives less impact for social services, fire and police. The traffic for under 55 increases because of people taking their children to and from school, and driving them to social activities including the beach. Ms. Baker added that A1A and the beach has been impacted from Margaritaville and their clubhouse, southwest from here. She continued that their concession was that they would run a jitney two to three times a day from Margaritaville to the beach which adds traffic to A1A with an already perilous situation on A1A during storms. At the end of Silk Oaks Drive there was a large hole that opened up from the last storm that was large enough to fit a Volkswagen Beetle, just 7 ½ miles south from Flagler Beach where it all fell in. Ms. Baker concluded that she has a problem with approving the 55 age plus removal which was approved in 1986 when the city had the best Commissioners that money could buy in Volusia County.

Ms. Charles Perdue, 712 Walker Street, Holly Hill, stated that she is a lifetime resident of the area and that Tomoka State Park, The Loop, Old Dixie Highway, was a big part of her life and still is today. She continued that she takes her children and grandchildren there and that it is one of the only places in Volusia County that has not been at one point destroyed by developers getting rich. She added that the developers do not see what the people who live here see. The developers are from other states and see a chance to make a lot of money. Ms. Perdue commented that 175 feet back from Old Dixie Highway is not enough for all of the wildlife. She added that gopher turtles and protected species that are there and when the Highbridge Road area was changed the word was that the gopher turtles were all removed prior to development being completed and she doubts that. Ms. Perdue stated that she thinks that the biggest part of the town and the state are being taken away when all of the advertising shows natural Florida when there is no natural Florida anymore with the destruction of the area. Destroying the area affects the rivers as they tie together in the ocean. Ms. Perdue commented that nobody cares about the EPA or the impact from all the trees being torn down. She added that The City of Ormond Beach has very strict rules and do not like anybody taking down their Oak Trees without permits but does not understand how the City can stand by and watch developers mow down trees and field strip the land which used to be against the law in the State of Florida. Ms. Perdue continued that where there used to be

magnificent trees standing that the city will never get them back. She concluded that it is sad for the children that will not get to grow up and see what Florida was about before people came here from other states to over-develop the land.

Ms. Eva Maria Breslin, 3029 Silvermines Avenue, stated that she moved to the area in 2006 from New York because she fell in love with the area because she had heard that the area was never going to be touched or changed. She heard that The Loop was a Federal granted area. She continued that she bought two houses here, one of them closer to The Loop which is being destroyed. Ms. Breslin commented that the animals there are a gift from God and that the pandemic should show everybody how in short period of time how many deaths can occur. The deaths of the animals will affect the nature-area. She explained that her son tried to rescue a bobcat three weeks ago due to the high amount of traffic on The Loop. Ms. Breslin stated that Plantation Oaks looks like a place a tornado has hit with no trees and only a few manufactured homes built. She continued that the developers did not put trees back like they are supposed to in Volusia County. In Halifax Plantation you have to put trees back. She added that the Urban 5 minimum house size is 750 square feet and asked how many would be put in. Ms. Breslin stated that Urban 4 is 850 square feet and that it would be going into barrack size homes and feels that it is a smoke screen for everyone. She explained she does not feel like anyone is listening to those living in the area. Ms. Breslin concluded that she feels sorry for those in Plantation Oaks and does not care about the 55 and over.

Ms. Caj Pinero, 176 Seminole Avenue, stated that she lives on beachside across from Osceola Elementary school which has its own issues. She continued that she moved to the area 20 years ago with her two-year old grandson and husband. Ms. Pinero commented that her grandson brought his piggy bank and donated it. She stated that he just graduated from Stetson honors classes this past May as a Biologist. Ms. Pinero suggested the board tell citizens what measures are being taken to preserve the wetlands and the animals in The Loop. She added that when they are gone, they are gone, and when they are gone, we are gone as a human race. She stated that everyone needs to work together with the animals too. Ms. Pinero commented that in the second grade the school gave the kids whistles on a Tomoka State Park field trip in case they were to see mountain lions or Florida panthers and that they do not do it anymore because there are not anymore. She continued that you do not have to hunt because animals will go extinct just by the property development. Ms. Pinero urged not to change anything with the 55 and older suggestion. She continued that people that invested and saved their money to buy a property that is 55 and over is a dirty trick to change the rules on people last minute. Traffic will increase in there and she explained that she too rides a motorcycle and has friends and family that visit and want to ride through the area and has seen wildlife and was almost hit by a boar on her motorcycle. Ms. Pinero commented that was the best thing that she ever saw in her life and cannot wait to tell her family what she has seen in The Loop. She continued that the area is being destroyed. Ms. Pinero added that she never knew her son would be getting into biology, and that living here with his childhood experiences at the Tomoka Park and The Loop turned him into something that she is very proud of. She concluded that everybody should be proud of people that want to do better for where they live and want to protect and preserve it.

Mr. Joe Will, 78 Emerald Oaks Lane, stated that his family has lived on north Beach Street since 1982 before Northbrook was built out and have been watching how The Loop has been denigrated over the past 30 to 40 years. He continued that he grew up

on the Saint Lucie River and on the Okaloosa River and came to this area and have seen the developer's blade grinding in the jewels of Florida. Mr. Will commented that it is not coming back and that he knows that the development is not going to go away and he is sorry that he was not here in 1986 and in 2012. The perception that the public has is that it went under the wire when no one was looking and it was such a large thing when DRIs were done back in 1986 that nobody knew that this would be something that would have to be dealt with. Mr. Will stated that recommendations #1 and #2 are history he understands that and will not argue it, but that on #3 there is an opportunity to take the information that has been received from other people that spoke prior to talk about the hallowed nature of The Loop and the value of it. He commented that he is a wildlife photographer in his retirement and spends a lot of time on The Loop and has nearly been run over by every size truck and tractor trailer that were not there 15 years ago.

Mr. Will stated that they are there now and they will be there more if they are going to change the nature of the development and has been thinking about what can be done to solve the problem and commented how it has been a lifetime experience for him to watch developers and watch Florida be paved over and believes there are some things that developers do over and over again with getting their nose under the tent like a camel and how pretty soon the whole camel is in there similar to sleeping in the house with a big dog, .. you get a nose, but pretty soon you get a dog in the bed with you. He expressed that is what is happening with the situation and suggested that everything is negotiable. Mr. Will continued that everyone is getting weary of hearing that nothing can be done about it and how everything was done long ago. The way the development is impacting The Loop the most is where Plantation Oaks Boulevard hits The Loop. Mr. Will suggests talking with the developer and tell them to build single-family homes, for individuals 55 of age and over. Mr. Will continued that the intersection of Plantation Oaks Boulevard and Old Dixie Highway should be closed and traffic should be put out on U.S. Highway 1. He concluded that the developer wants it changed for a reason.

Mr. Daniel Lonnecker, 1574 Riverside Drive, Holly Hill, stated that he is in attendance with his daughter Madison, and that they have lived in Ormond Beach for 5 years. He continued that today they drove out to the development area and his daughter asked what happened to the area. Mr. Lonnecker said that he understands that #1 and #2 cannot be changed, but #3 on the age restriction of 55 and over is a money-grab. Houses and trailers are sold to people under 55 years old. He questioned the intersection off of Old Dixie Highway and Plantation Oaks Boulevard and the 175-foot setback. Mr. Lonnecker also asked about the June 2017 rumor regarding the developer running out of money, and how he heard that they have been running out of money for the last 18 + years. He commented how residents let the city know that they do not like the idea but that he feels it is still being pushed forward. Mr. Lonnecker suggested that the City was thinking that nobody would show up due to social distancing. He concluded that he is upset for the people of Volusia County and his daughter that she will have to deal with this in the future.

Mr. Ron Strain, 3258 Acoma Drive, stated that he has lived in the area since 2007 and is retired, living on a fixed income. He continued that he was at the meeting when they approved the subdivision to be manufactured home instead of site-built homes in 2012. Mr. Strain commented that the County Chamber was packed with people from Ormond Lakes, Halifax Plantation, and surrounding communities. He added that he is against the change to manufactured homes, but is thrilled that they

are going to build more site-built homes. Halifax Plantation is not an over 55 years of age community, but that there are very few families in there. He commented that there is 1 house out of the 30 + houses that have 2 children. They are mostly retired people. The concern is if the over 55 age restriction is removed, who will pay for the school bill. Mr. Strain asked if his taxes are going to go up to pay for the kids when originally it was supposed to be Plantation Oaks and an over 55 years of age community. He asked for the projected median price of the homes built there and how many children it will add. At 669 site-built homes, doubled as most retired people are 2 people, comes out to 1, 338, with 2 to 3 children, would double the amount which will increase the traffic and increase the pressure on the schools. Mr. Strain stated that he and other people like him moved in the area to retire and expressed that they are on fixed incomes and do not want to be stuck with the bill. He stated that his pension is not going to go up and that he gets a miniscule amount and Social Security goes up a small percentage. He concluded that it is going to cost him more in taxes which is going to impact his standard of living.

Ms. Pamela Padron, 30 Raintree Lane, stated that she is against it and agrees with most everything heard tonight except for the comments about the trees being taken down. She added that she is also against the housing development because of the housing that is already available in the area. There are 5 houses available in her neighborhood and she noticed that there is available housing on Granada Boulevard and by the Tanger Outlet Mall. Ms. Padron added that it will put everyone at great risk for hurricane season with firefighters already having difficult time getting back in the area for crashes. She commented that she spends a lot of time back there fishing, motorcycle riding and driving and notices that every hurricane season it goes under water for a great deal of time which puts people back there at great risk. Ms. Padron suggested that if there is no choice of development there that there should be height requirements because people that have housing back there will use the hurricane relief to redevelop their housing every time a hurricane comes through. She explained that she feels that no one has looked into what will affect everyone in the long run.

Mr. Ben Fitzpatrick, 3317 Glenshore Way, stated that he was here in 2011 when everyone went to Deland to oppose this. He continued that his opinion is that he understands the developers want to develop the property although hardly any of the manufactured homes have been sold. He added that the land has been cleared and have sold a lot of dirt out of there. Mr. Fitzpatrick commented he does not feel the manufactured homes will get sold because there is no market for them. He added that it looks like a desert and water world. Mr. Fitzpatrick asked that the board address engineering concerns with the drainage plan. He continued that lakes act like concrete and they fill up with water. During a hurricane or a heavy rain, the question remains where will the water go and whether or not it is going to cross Old Dixie Highway. It keeps people from going south there because it is under water. He then asked about the traffic pattern and if going over the age of 55 there will be more people on two-lane Old Dixie Highway. Mr. Fitzpatrick concluded that they have sold 38 manufactured homes in 3 years and stated that there is no market for it. He concluded that now they want to change it again putting smaller houses in there and change the age restriction to over 55 and have not told anybody what the flood and traffic impacts are. Chairman Thomas replied that the City would not even be at this point if not for having gone through the St. Johns Water Management District on the water retention. It is all done by the state approved and appointed district for the

water management for the area. He continued that it would not have come before the Planning Board if it had not already been approved by the state. Chairman Thomas continued that the impact is already in the report and would not be to this point if the state did not approve it. Mr. Fitzpatrick replied back that his questions were not answered. Chairman Thomas suggested that he go to the City Planning Department and ask them to show him the information. Mr. Fitzpatrick stated that the manufactured homes have financial disaster with no market for them. Chairman Thomas replied that they have nothing to do with whether it is a financial disaster, or whether it is going to succeed or not and expressed that is not why the board is here. He continued that they are here to do what the state and city has told them that they have to do.

Mr. Carlo Colombi, 4 Juniper Drive, stated that he moved from Miami to the area in 1971. He commented that he used to ride The Loop on his 10-speed bicycle when it was pristine during the 1970s and 1980s. Mr. Colombi asked about the run-off water, pollution, and destruction of the wildlife. He also asked if the 175-foot buffer off of Beach Street and Old Tomoka Avenue is going to give sufficient protection during hurricanes. He continued that his greatest concern is the preservation of the natural beauty of the area. He explained that he raised four kids in Ormond-by-the-Sea at Saint Brendan's School and is scared by what he sees expressing "too much, too fast". Mr. Colombi concluded that they are doing a beautiful job but reiterated his concern for the wildlife and destruction.

Ms. Carol Bycel, 4122 Salina Lane, asked if a new traffic study has been done considering 'families. She stated that she heard that the last one that was done was based on 55-years of age and older. Ms. Bycel expressed concern on the impact of schools as most are at capacity. She continued that there is recession with the pandemic and now the budget is affected, teachers are being offered early retirement in Flagler County, and she feels that it is a bait and switch. Ms. Bycel added that Eagle Lakes on Old Kings Road started out brick and mortar and attempted to go to manufactured homes, and that Plantation Oaks is doing it in a reverse order. She concluded that she does not think the development was well thought out and stated that it is not about wealth, and expressed concern about where the jobs are for the people.

Ms. Libby Lavette, 1820 Hibiscus Drive, Edgewater, stated that she drove up from Edgewater because she has an environmental group and has been educating herself on the impacts made on the environment over the many decades that she has lived in Florida. She continued that a lot has been learned but actions have not been taken from what has been learned and stated she believes that when we know better, we do better. Ms. Lavette expressed that she would like to think that we know better than we did in 2002, as we know better than we did in 1940, 1850 and have seen the destruction of the environment make us lose precious resources and wildlife that our children will never see or appreciate. She commented that the wetlands have been clear-cut, drained and been filled in, therefore they can no longer clean our water, air and soil. Ms. Lavette stated that she drove by the Plantation Oaks subdivision and that it is dead and has been clear-cut. She continued that the board has a decision to make tonight and that the developers and attorneys will make them afraid of a lawsuit and pleaded for them not to be more afraid of the lawsuits of the community. Ms. Lavette added that the community is expressing what they want and are speaking loudly about what they want and that they should act in line with what the community wants implying where it leads if not. She stated that we all want the best for the

environment but that we all have to do better because we know better. Ms. Lavette commented that the board is the final gatekeeper and that the developers want in to the city and suggests to let them in but to make them behave with no more clear-cutting and have them replace the wildlife and vegetation. She asked if the board knew better now than in 2002 and expressed that she thinks they know better than the County Council knew in 2002 and hopes the board finds a way to control the development. Ms. Lavette stated that she thinks the 55-plus age limitation was required because the County at least knew it was the least impact and now with the latest discussion there will be several more vehicles in the driveway, more trips, more people going to school and every member in the home traveling leaving no doubts for greater impact.

Mr. Kevin Robinson, 340 Hand Avenue, stated that his property is in a key area where there is flooding. He commented that everyone that spoke touched on the right points. He continued that the road will be expanded, more trees will be cut, leaving narrow lines of trees to see what has been done behind them. Mr. Robinson added that in Cape Coral, Florida where his Aunt lives, the wetlands were dug out, it is flat, and they built canals and now nobody lives there. He stated that the development will affect the motorcyclists and change the traffic. He commented that Flagler has not built on their wetlands, their buffer and fresh air filter. Mr. Robinson stated that if The Loop is taken away that it is going to be just another flooded Beach Street and feels it is wrong and that the buffer is there so the development cannot be seen until it is too late. He concluded that Sugarmill used to be there and that it should be left alone.

Mr. Lawrence Rambo, 305 S. 27th Street, Flagler Beach, stated that he is friends with Ms. Lavette and concurs with 80 percent of what everyone who spoke said. He added that as an engineer the impact scares him. Highbridge Road is 2 ½ miles down the street from where he lives and is his main thoroughfare to get to Interstate 95. Mr. Rambo continued that it took over a month to get the road cleaned up after the last hurricane from the debris and trees on it. He asked if mobile homes were a serious consideration in a hurricane-zone. Mr. Rambo commented on how he heard about it being already cleared and that if the 55-year and older restriction is lifted that the developers would pay the extra fees for the schools and the impact fees for the people who bought the houses. He explained that he understands the fees as he has had to pay for them when building his own house. Mr. Rambo continued that on Colbert Lane there are a lot of developments now but that nobody is buying them or that want to live in the area of biker bars. He concluded that it is going to impact him, his world and his beach.

A speaker, with no name or address announced, asked if the impact fees for the roads, wetlands, and development are current or if they are from the information that was presented in 2002 when the project was originally scheduled for. She asked when the studies were done.

Mr. Parker Mynchenberg, 1729 Ridgewood Avenue, explained that he appreciates the commentary and also lives in the area and has for 64 years, raising three sons who went to local school systems. He replied that there are people that do not want Old Dixie Highway connected to Plantation Oaks Boulevard and there are problems during hurricanes where you cannot pass Old Dixie Highway and flooding on Walter Boardman Boulevard. He stated that they felt that connecting Plantation Oaks Boulevard was a necessity to provide another evacuation route. Mr. Mynchenberg

continued that there is some misunderstanding about what they are entitled to and what they are asking and clarified that the current zoning allows them to build 1,577 manufactured homes on leased lots. It also allows them to build 1,577 stick-built houses in the subdivision and sell the lots. He continued that when they were annexed and received city utilities the city knew the zoning and provided water and sewer because if they continued to develop in the County the City is still going to feel the impacts and they thought it was a good move to annex into the City of Ormond Beach.

Mr. Mynchenberg stated that he is a professional engineer and he designed the outlet mall, auto mall, and many other projects. He added that currently his firm designed and is redoing the Beach Street streetscape. Mr. Mynchenberg commented that he is proud of his heritage in Daytona Beach as a graduate of Mainland High School and UCF and chose to come back and operate a business in the area. He added that two of his sons are here and one of them is in Chicago. Mr. Mynchenberg commented that he is very proud of Ormond Beach and Volusia County and takes offense when people say he is not able to afford the project. They are 100 percent wrong as well as when they say it is a failure as it is the second manufactured home community that he and his partner developed with Plantation Oaks of Flagler being the first. There are 377 units and it was developed and sold out in six years with the first year only selling 17 homes. The first year in Plantation Oaks of Ormond 20 homes were sold. Mr. Mynchenberg added that they are ahead of the curve with the development with no concern of it failing. Mr. Mynchenberg brought up the comment about the development being a money grab, bait and switch, and stated that it is not and that they are entitled to build stick-built houses and are entitled to build houses on 65 by 110 foot lots with 1,000 square foot building minimums, which they are zoned for. Regarding the comment that they are building in the floodplain, Mr. Mynchenberg stated that he has developed and designed many projects that do have floodplain impacts and Plantation Oaks of Ormond Beach is outside of the 500-year flood and is not in a floodplain. Regarding the wetlands, Mr. Mynchenberg replied that out of the 1,050 acres there was approximately 110 acres of wetlands that were only impacted where they were crossed with Plantation Oaks Boulevard. The remainder of the wetlands have upland buffer setbacks and were permitted with the St. Johns Water Management District with recorded conservation easements over them. He confirmed that over 100 acres of the on-site wetlands are protected. Mr. Mynchenberg added that they had two large Florida Department of Transportation borrow pits on-site which was approximately 60 acres of the property.

Mr. Mynchenberg stated that he has also designed subdivisions along LPGA Blvd. in Daytona Beach and that the densities range out there from 3 to 5 units per acre. The overall density over 1,050 acres with 1,577 units are 1.5 units per acre in Plantation Oaks of Ormond, which is very low density. Regarding the school comments, Mr. Mynchenberg commented that they have a letter from the Volusia County School Board when they decided to look at lifting the 55-plus age restriction and asked the school staff to ensure they had capacity. In response to the gentleman from Halifax Plantation, Mr. Mynchenberg explained he had a meeting similar to this one when they were permitting Halifax Plantation and nobody wanted the development. He continued when looking at the street trees that they designed he is very proud of the subdivision, considering it is one of the nicest in the area. Mr. Mynchenberg added that the National Gardens Trust, who owned Ormond Lakes and Plantation Oaks, also owned 2,000 acres between Tomoka State Park and the Bulow State Park and 20 years ago they donated 2,000 acres to the Volusia Land Trust which since has been

transferred to the State of Florida. The original owners, who they purchased the property from, the National Gardens Trust, were instrumental in creating 10,000 continuous acres of park by joining the Bulow and Tomoka State Parks. They had set aside 2,000 acres of trees and park land. In reference to the Old Dixie Highway buffer, Mr. Mynchenberg commented that when they originally went to the County for the initial zoning they increased the buffer to 175 feet. Halifax Plantation has a 50-foot buffer along Old Dixie Highway. Mr. Mynchenberg concluded that they are not hiding anything and suggested a drive along Plantation Oaks Boulevard where it is wide open.

Chairman Thomas asked Mr. Mynchenberg to address the traffic studies inquiry. Mr. Mynchenberg replied that they have a traffic study and are part of a DRI with 1,577 homes that are vested and have built 37 of them currently. He continued that more traffic has to be generated before they can come close to any traffic threshold. In the future, as the subdivision is brought forward, there will be updates of traffic studies and right now they are already vested for 1,577 age-restricted homes and the traffic that is generated from them. Mr. Mynchenberg added that they are at the intersection of U.S. Highway 1 and Interstate 95 and are in the best spot in the whole County that is not developed as far as being able to put traffic on roads that have capacity as U.S. Highway 1 has capacity. He continued that they are not building on State Road 40 where there are bottlenecks. They are going out to U.S. Highway 1 and have a back door to Old Dixie Highway. Mr. Mynchenberg stated that the last traffic study was done in 2011 or 2012 and that they look forward to being voted up or down on the proposed amendment and commented that if the Planning Board and City Commission do not think it is in the interest of the city to make the change on lifting the 55-age restriction, that they can build 20 percent of the homes non-age restricted but wanted to take Phase 1 and make it an age-targeted, not age-restricted subdivision, similar to Halifax Plantation. Mr. Mynchenberg stated that they are not expecting a lot of school kids but would have the ability to take a young family in that has school kids. In return for lifting the 55-age restriction they will agree to not building the manufactured homes for the Phase 1 portion, as Halifax Plantation residents opposed the manufactured homes being adjacent to them.

Ms. Tolland asked about the city utilities and asked if there would be any septic tanks. Mr. Mynchenberg answered that there will not be any septic tanks. A water main and force main were extended from Phase 2 out to U.S. Highway 1 where they crossed it with directional drilling. There is also a lift station that the City of Ormond Beach owns and runs and the project was required to build to city standards within Phase 2. In addition, the project pays water and sewer fees.

Mr. Jorczak asked Mr. Mynchenberg given what he now knows about the housing market and geographic trends as well as the movement from people up north down to Florida, what the split between manufactured homes and stick-built homes are and if there is an advantage from a marketing standpoint to be building stick-built homes as opposed to manufactured homes. Mr. Mynchenberg replied that the manufactured home market is strong and he feels he is on track similar to the project 7 ½ miles north of Plantation Oaks of Ormond. He commented that having diversity of product, a total of 1,577 homes is a lot to get developed in a lifetime. Mr. Mynchenberg stated that part of the diversity is to have different product types so that there will be a market for both. Mr. Jorczak asked if he thinks there is a preference with the buyers of one over the other. Mr. Mynchenberg replied the buyers for the manufactured homes community are buying a lifestyle. He continued that they have a clubhouse

with every amenity you can think of including a zero-beach entry pool, pickle ball, shuffleboard, bocce, and a clubhouse café. He added that people buy 55-plus because of the amenities, lifestyle, camaraderie and social events and some have different homes or a Winnebago that during the summer they are somewhere else. Mr. Mynchenberg stated that it is tough to find single-family lots in the City of Ormond Beach. He added that there will be a great market for it. He and his partner are property developers and sell to the home builders. It is being discussed that Phase 1 will be stick-built homes. The 481 lots of Phase 3 would be decided after observing what the market does. Mr. Mynchenberg concluded in Phase 3 they will also see what the market does.

Mr. Jorczak asked if lifting the 55-age restriction is not approved if stick houses would still be built in that phase. Mr. Mynchenberg replied that the current plan is to build stick-built homes in Phase 1, but if they are not given the relief of the 55-plus he cannot commit to doing that and would explore a different way. He explained that when Plantation Oaks was done originally, the age restriction was requested by the project. Volusia County did not set the stipulation, it was asked for by him and his partner with the interest of building another manufactured home community like the one in Flagler and wanted it to be age-restricted.

Ms. Tolland thanked Mr. Mynchenberg for the 175-foot buffer and asked if there was some type of contiguous corridor for wildlife to move in the area or if the developments are blocking the ability. Mr. Mynchenberg explained that Plantation Oaks is bounded by U.S. Highway 1 and Interstate 95 where there is a fence that keeps any wildlife from crossing Interstate 95. He continued that the 10,000 acres in the wildlife corridor, extends from Tomoka State Park north to Bulow State Park. The previous property owners made the 10,000 acres contiguous when the 2,000 acres was donated.

Mr. Briley thanked everyone for coming out and stated that he was born and raised in the area and his parents were also from here. His father's family moved to the area in the 1940s and his mother's family moved to the area in 1850s. He continued that he has seen a lot of change in the town with growth and development. Mr. Briley commented that he has come to the City Commission meetings since he was 14 to 15 years old and has seen a lot of debate in the Chambers about different projects. He added that Hunter's Ridge, Breakaway Trails, Halifax Plantation and Plantation Bay all met at the Chambers to voice their concerns about what was happening on Ormond Beach's doorstep in Volusia County. Chelsea Place is the same with being developed in Volusia County and annexed in the city. Ormond Lakes, Ormond Green, Il Villaggio were all subdivisions built next to or in Ormond Beach with opposition. Mr. Briley commented that with Hunter's Ridge, the City Commission denied the DRI that it went on to Tallahassee and was overturned there. He stated that we live in the third largest state in the United States with it growing daily and said he does not like it any more than anybody else likes it. Mr. Briley commented that people have to live somewhere and we live in paradise and people outside of the state want to live in paradise. He added that this development project was granted development rights in 1986 by Volusia County and the Planning Board cannot now go back and undo it. Mr. Briley continued that all that we can do is assume as the City the development rights that were given to the applicant by the County and have to honor them as part of the annexation because State Statutes requires so. What should be discussed tonight is if we are in favor of 55-plus or not because as the applicant stated, he can do stick-built homes or manufactured homes either way. Mr. Briley stated

that he always thought the City of Ormond Beach was a family friendly town and he does not know why we would want to prevent certain people from living here. Mr. Briley added that nothing was given to anyone and that the project was approved by Volusia County. Regarding the traffic concerns, Mr. Briley stated that he has seen traffic on Beach Street where he grew up 10-fold or more and changing the traffic pattern would be difficult. Old Dixie Highway is designated by the County of Volusia as a major collector road, therefore the County issues the permits for the cuts so the traffic issue would have to be a Volusia County issue. He commented that he is not sure if the city could mandate whether ingress and egress comes into the development. Mr. Briley explained that he understands the frustrations but that there is not much that the board can do about the development because it has already been approved. He commented that the city annexing it is a good thing, because they will get city water and sewer and not put septic tanks in environmentally sensitive lands. He continued that he would not accept any more septic tanks close to the Tomoka River. Mr. Briley concluded that he is inclined to support the measure and hopes everyone can come together on it because even if declined, the project will still move forward.

Mr. Jorczak stated that Mr. Briley's comments, as a long-time resident of the area, should carry a lot of thought. The debate on whether we are going to have more people in the City of Ormond Beach has been going on with numerous projects that have come before the board. He continued that the flow of people coming to the area is not going to be stopped. Mr. Jorczak commented that the applicants have legal rights. He continued that his preference is to see stick-built framed homes over manufactured homes and agrees that there is a market for both. He added that some of the manufactured homes that are being constructed today are nice residents and not the typical double-wide that you may see in the hill country or other localities. Warren Buffet has invested heavily in this type of housing and it fills a need in the communities and gives a level of diversity as far as the range of people that can afford housing. Volusia County is known in the state as being one of the lowest paid counties in the State of Florida, therefore in order for the City to get the services and be able to provide the things that people want, we need a range of affordable housing and flexibility that these type of communities can give. Mr. Jorczak continued that supermarket employees and the industry we are trying to attract to diversify our area that typically do not make executive level salaries and need housing. Therefore, the city should be providing it and diversifying our community. Mr. Jorczak explained that from his perspective trying to make a judgement whether above age 55 or less than 55 is going to have an impact on traffic and commented that he cannot make that judgement. The statement made earlier that there probably would not be an appreciable difference between the two and given all the information presented he is inclined to vote for the project.

Ms. Tolland stated that there were accusations made that the board does not care about their city, and she wanted to make clear and known that the board is a volunteer position and they work full-time jobs and then come to the board meetings. She continued that they love their city and she has been here since 1989, raising seven kids in the area and ran The Loop approximately three times per week when she ran marathons. Ms. Tolland added that she loves nature, the environment and does not like septic tanks or clear cutting but understands development occurs. She commented that it is the board's job to make sure that development occurs in the best way that the city can handle and meet the citizens' needs. Ms. Tolland stated she

would have protected the land from development if she would have been involved when this started. She commented that she applauds the developer with the 175-foot buffer. Ms. Tolland stated that nothing can be done with what the state mandates the city to do and regarding the decision of the single-family homes over 55 and the manufactured homes, she thinks single-family homes are more attractive. She added that she does not believe there is going to be that much impact with most of the city being over 55, therefore it will not be instances of young people coming in with 20 kids and 10 cars in the driveway. Ms. Tolland concluded that she is leaning towards taking away the 55-plus requirement, preferring stick-built homes as a better impact for the City.

Mr. Scudiero stated that he does not have much more to add considering the additional items left to discuss and is ready to vote.

Mr. Galloway stated that he took detailed notes of what was said in the meeting and offered his availability to discuss any of the topics brought up. He continued that the board does have concern with what goes on in the community. He added for 25 years he rode his bicycle between 26-56 miles every other day through The Loop. Mr. Galloway commented that his friend got hit on The Loop eight years and since then his bicycle hangs on the ceiling in his garage. He asked that everyone think about where they live and ask if they create some of the traffic on The Loop. Mr. Galloway stated that he wants everyone to think about every tree that was cut down when they pull in to their driveway entering into their neighborhood and walk around their homes and notice every tree cut down where the house is. He commented for those who recently moved to the area to think about if they are part of the impact depending on when their home was built. Mr. Galloway stated that when he moved to the area in 1982, Nova Road and Granada Boulevard were two-lane roads, and he had an impact then on the community. In regards to population growth the city will never be a Coral Gables or Miami. Mr. Galloway continued that he lives off of Beach Street and can get to the Interstate today much quicker than 25 years ago and hopes the city will put smart lights on Granada Boulevard so that he does not have to wait two minutes for one car that triggers the lights. He commented that looking around the room he and everyone else are pretty much senior citizens and added that he drives his car 32,000 to 40,000 miles a year within the community as a commercial commuter and sees more older people than younger people, therefore, if the city does not continue to grow it will become a dying community. Mr. Galloway continued that he is glad that the city has multiple local developers and is offended when a local developer is called out that has the love, the heart and the soul of this community and signed their name and paid checks, substantial payroll and taxes, more than the average pay a citizen gets in this community. He stated that he thinks everyone is proud of the community as they are still here, but asks where the people from New York and New Jersey will move to with the current events of today and asks if a stop sign will be put up in Ormond Beach. He continued that they will look at North Carolina, South Carolina, Georgia, Alabama and Florida. Mr. Galloway concluded with his "toys in the sandbox" theory urging everyone to share their area and added that he will be in favor of this.

Chairman Thomas stated that he listened to everybody tonight and heard how everyone loves the City of Ormond Beach along with the criticism that the board, City Commission, and Government are screwing it up. He added that he moved to Ormond Beach in 1973 and his house was on Nova Road, but has lived in Florida for 71 years. Chairman Thomas commented that if you like Ormond Beach to thank him

as he has been on the board for 30 years and must have done something right. He added that there may be some decisions that residents do not like but there were people sitting in their seats when they were moving here that did not want them moving here. Chairman Thomas stated that when Breakaway Trails was being built a woman stood up at the meeting that lived in the area *only six months* and pleaded for the board not to ruin Ormond Beach and mess up this paradise. There is always somebody against development. He explained the board's hands are tied and you cannot change what a person is entitled to do with their property and with what the law says that they can do. If attempting to change, the tax payers will pay a large bill when the lawsuit comes with a judgement against the city. Chairman Thomas stated that back in 1973 there was no traffic and there was more time spent going over the drawbridge. Granada Boulevard stopped at the railroad tracks leading traffic up to the bait and tackle shop by the cement plant and go over U.S. Highway 1 to go up to get on State Road 40 to go to the beach. He commented that progress will happen and to remember that when you moved here somebody did not want you to move here. Chairman Thomas stated that he likes the stick-built homes because the tax base is higher. With manufactured homes, the payment is \$500.00 dollars a tag and the landowner pays the taxes. He added that his colleague is right, "when you stop growing, you start dying". He continued that a lot of people might think manufactured housing is the best advantage, but what is best for all of Ormond Beach should be considered. Chairman Thomas stated that the city may go back to the roll-back on taxes and a lot of the services may be cut because of the virus with no money coming in from the state. He concluded that the board is doing their best and is trying to grow responsibly and with that will vote for the stick-built houses.

Attorney Hayes stated that there are three items, with the first two connected with a rezoning to bring it under Ormond's umbrella, incorporating the development agreement that was approved by Volusia County. He continued that the third item is whether or not to approve the request to remove the age restrictions. They can be voted on separately or as one motion if all are in agreement.

Mr. Briley motioned to approve PRD 2020-022: Plantation Oaks Subdivision, Amendment to Official Zoning Map, Item #s 1, 2 and 3. Mr. Jorczak seconded it. Vote was called, and the motion was approved (6-0).

B. RZ 2020-040: First Amended North US1 ISBA Amendment to Official Zoning Map

Ms. Becky Weedo, Senior Planner, explained that on January 21, 2020 the City Commission adopted the amendments to the Future Land Use element of the Comprehensive Plan for the 11 properties within the first amended Interlocal Service Boundary Agreement (ISBA). The City's official zoning map now needs to be amended to ensure compatibility and consistency with the adopted Future Land Use. The proposed zoning amendment is a result of the amendments to the City of Ormond Beach Comprehensive Plan that implemented the provisions of the First Amended Interlocal Service Boundary Agreement (ISBA) between the City of Ormond Beach and Volusia County. Ms. Weedo displayed the proposed First Amended ISBA Zoning Map showing the properties which will remain in the unincorporated area but under the city jurisdiction for future development. Out of the 11 individual privately owned properties, 10 are vacant with one parcel developed as a single-family home. She continued that based on the analysis of current County and proposed City zoning

Michael Lee Young
194 Royal Dunes Boulevard
Ormond Beach, Florida 32176
305-762-2299
mikeyoung1945@gmail.com

June 10, 2020

Colby J. Cilento
City Clerk
22 South Beach Street
Ormond Beach, FL 32175

Planning Board-Plantation Oaks
6-11-2020

Dear Mr. Cilento:

Please make the attached Questions for Planning Board, having been previously provided in letters, available for their review in Meeting Agenda and recorded in the Meeting Minutes.

Thank you for your assistance.

Yours truly,



Michael Young

Attachments: Pages 1-9

Colby -Planning Board, Plantation Oaks-6-11-2020

Cc: Selby

Michael Lee Young
 194 Royal Dunes Boulevard
 Ormond Beach, Florida 32176
 305-762-2299
mikeyoung1945@gmail.com

June 1, 2020

Mr. Steven Spraker
 Planning Director
 22 S. Beach Street
 Ormond Beach, 32175

Planning Board June 11
 PRD 2020-022

Dear Mr. Spraker:

According to Plantation Oaks on line enclosed "The first phase consists of 97 land lease manufactured home sites, a 10,000 square foot club house and on site amenities."

It also indicates that there will be 427 lots on 233 acres and will be developed in four phases.

Your published notice refers to Phase 1 (669 lots) site built, single family, standard dwellings on fee simple lots of approximately 1055.80 acres.

Please provide a general site plan indicating the two areas mentioned.

Please also provide the annexation agreement and focusing on Ormond Beach assuming responsibility for Broadway Avenue.

Did Ormond Beach receive the plans and construction inspection reports for the roadway and have determined that it meets City code?

Rate payers do not want a situation akin that this City Management assuming responsibility of Pineland Trail and now wanting to spend \$5,761,259 to "bring this roadway, designated as a Minor Arterial Roadway, up to City Standard roadway conditions".

With no explanation as to what deficiencies exist, who designated it as a Minor Arterial Roadway and why it was accepted in this condition.

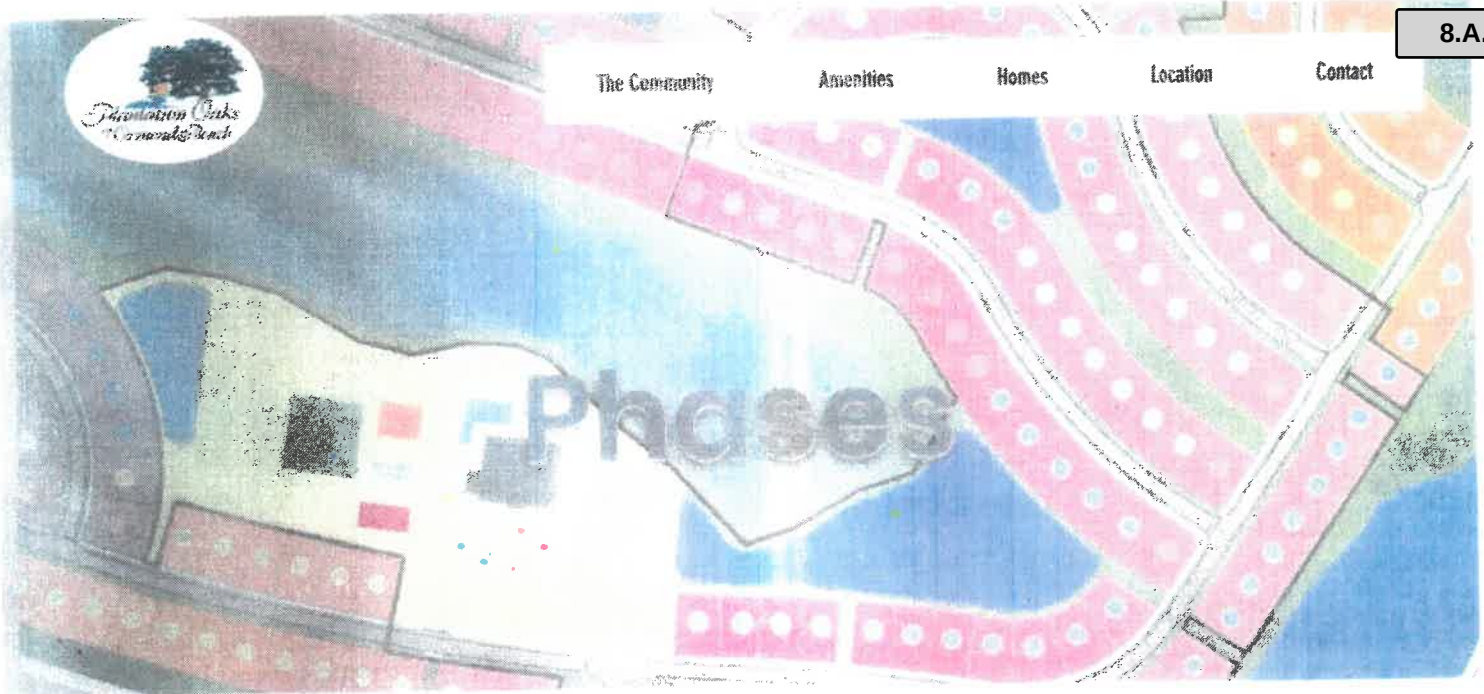
Will City be compensated for FP&L roadway lighting costs, sidewalk liability and maintenance, landscape upkeep and eventual roadway replacement?

Your assistance is appreciated in advance.

Yours truly,

Michael Young

Spraker Plantation Oaks 2
 Cc: Selby, OBO



Planned to support a retirement life with the attention you deserve

Plantation Oaks of Ormond Beach is Florida's newest 55+ manufactured home community. This private, gated, age restricted, 55 and older, manufactured home retirement community consists of 427 lots on 233 acres. The community will be developed in four phases. The first phase consists of 97 land-lease, manufactured home sites, a 10,000 square foot clubhouse and onsite amenities.

All homes will be manufactured homes with a two-car garage and a cozy front porch. The home sizes vary from a minimum of 1,200 square feet to 2,400 square feet.

We are now taking refundable deposits for lot reservations. Don't miss out on the opportunity to be a part of this exciting new community! You will absolutely feel a sense of pride.



The Community

Amenities

Homes

Location

Contact

Plantation Oaks of Ormond Beach • 2380 Chretien Drive, Ormond Beach, Florida 32174
• 386.310.7607 or 844.377.7662

PRD 2020-022: Plantation Oaks Subdivision, Amendment to Official Zoning Map

This is an administrative request, based upon annexation, to (1) amend the City's Official Zoning Map for the Plantation Oaks subdivision from Volusia County Plantation Oaks of Ormond Beach Planned Unit Development (RPUD), Volusia County RR (Rural Residential), Volusia County R-3 (Urban Single Family Residential), Volusia County R-4 (Urban Single Family Residential) and Volusia County R-5 (Urban Single Family Residential) to City of Ormond Beach PRD (Planned Residential Development), (2) approve an Ormond Beach development order incorporating the existing Volusia County zoning approvals, and (3) authorize an amendment to allow Phase 1 (669 lots) of the Plantation Oaks subdivision to delete the age-restriction that limits residents to 55 years of age and over. All homes constructed within Phase 1 shall only be site built, single-family, standard dwellings on fee simple lots, with no manufactured or mobile homes allowed. The Phase 1 lots would be subject to Volusia County school concurrency. The property is approximately 1,055.80 acres being generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1.

CAPITAL PROJECT DETAIL

PROJECT TITLE

Pineland Trail Roadway Improvements

PROJECT#**CATEGORY**

Transportation

FUND

308-Transportation

PROJECT LOCATION

Pineland Trail (Airport Road to Broadway)

MANAGEMENT

Engineering

PROJECT SCOPE

Reconstruction of Pineland Trail to City Roadway Standards, upgrade of roadway drainage facilities, construction of mixed use path along roadway.

JUSTIFICATION

Pineland Trail was originally constructed by Volusia County. Although recent paving projects have improved the drivability of this project will bring this roadway, designated as a Minor Arterial Roadway, up to City Standard roadway conditions. Development activity in this area, including the construction of Security First property at Ormond Crossings and the proposed extension of Business Park Drive would increase use of this roadway as an important north-south roadway within the City of Ormond Beach. Improving drainage facilities in this corridor provides an additional benefit for the properties along Pineland Trail, and the construction of a mixed use path further promotes the City's Trail network by providing access to the Ormond Beach Sports Complex facilities from Airport Road and future sidewalk along US 1.

PROJECT COST METHODOLOGY

Estimates are based upon unit pricing from recent bids of similar roadway projects within the City.

<u>EXPENDITURE</u>	2019-20	2020-21	2021-22	2022-23	2023-24	Total 2019-20 to 2023-24	Other Requests without identified funding source
Design	0	691,350	0	0	0	691,350	0
Construction	0	0	0	4,609,000	0	4,609,000	0
Construction Admin/Engineering	0	0	0	480,900	0	480,900	0
Total	0	691,350	0	5,069,900	0	5,761,250	0

Michael Lee Young
 194 Royal Dunes Boulevard
 Ormond Beach, Florida 32176
 305-762-2299
mikeyoung1945@gmail.com

October 7, 2019

Ms. J. Shanahan
 Ormond Beach, City Manager
 22 S Beach Street
 Ormond Beach, FL 32175

Plantation Oaks Blvd.

Dear Ms. Shanahan:

You have directed the Planning Board October 10, 2019 to add Plantation Oaks Blvd to the City for Perpetual Maintenance and required interface.

You have done this without any knowledge or comprehension of construction design, inspection or specifications of the subject roadway as it was never part of Comprehensive Plan or Ormond Crossings.

Having annexed Pineland Trail previously, you now want to completely rebuild it at Residents cost of \$5,761,250, due to your determination that it is now substandard.

Please request full design and construction and inspection records for review prior to assuming responsibility for Plantation Oaks Boulevard.

As only Plantation Oaks has any advantage of this roadway and as this is a non taxable manufactured housing annexation, an annual assessment for police, fire, landscape, including any planned improvements, roadway, storm water drainage and management, with street light electrical service charges would certainly be a requirement of any equitable assumption by the Residents of Ormond Beach.

Yours truly,

Michael Young

Shanahan Plantation Oaks Blvd
 Cc: OBO, Selby, DNJ

Never Annexed

Michael Lee Young
194 Royal Dunes Boulevard
Ormond Beach, Florida 32176
305-762-2299
mikeyoung1945@gmail.com

October 2, 2019

Mr. Steven Spraker
Planning Director
22 S. Beach Street
Ormond Beach, 32175

Planning Board October 10
Your e-mail

Dear Mr. Spraker:

I am unable to relate to any documents I can find other than 2. e. Table 6 which does not show Plantation Oaks or Plantation Oaks Boulevard.

In Table 6 please advise how and by whom route type designations were established since there is no Engineers Stamp on the sheet.

Nor does Ormond Crossings Land Use Plan Exhibit indicate that Plantation Oaks was never a candidate for annexation to Ormond Crossings.

Please advise what Comprehensive Plan use are being changed and where the Objectives 1.11, 9.1(and table) and Figure 11 may be found.

Where is the complete annexation agreement, which would seem necessary to make these drastic and spur of the moment changes to long established Plans and Objectives.

There are certainly many questions as to authority and benefit to Ormond Residents of this annexation.

Your assistance is appreciated.

Yours truly,

Michael Young

Spraker Plantation Oaks
Cc: Selby
OBO

Not Answered



RECEIVED
JAN 11 2019
CITY MANAGERS OFFICE

ED KELLEY
COUNTY CHAIR

DEBORAH DENYS
VICE CHAIR
DISTRICT 3

JOYCE M. GUSACK
AT-LARGE

PAT PATTERSON
DISTRICT 1

BILLIE WHEELER
DISTRICT 2

HEATHER POST
DISTRICT 4

DR. FRED LOWRY
DISTRICT 5

GEORGE RECKENWALD
INTERIM COUNTY MANAGER

January 4, 2019

Ms. Joyce Shanahan, City Manager
City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

Subject: Annexation of Plantation Oaks

Dear Joyce:

Happy New Year to you, the elected officials and your staff.

I received the notice sent by the City of Ormond Beach regarding the proposed annexation of the Plantation Oaks development and reviewed it with staff from the County Attorney's office, Public Works Department and Growth & Resource Management Department. There is a concern with the annexation since it results in the creation of enclaves. There will be properties within the jurisdiction of Volusia County that will be surrounded by the Plantation Oaks development resulting in enclaves, which is prohibited under section 171.044 Florida Statutes. Additionally, there are properties west of Plantation Oaks Boulevard/Broadway Avenue that will remain in the jurisdiction of Volusia County, but can only be accessed through Ormond Beach if the annexation is approved. Please see the attached map for clarification. Both of these conditions are not allowed under state law, and could warrant a legal challenge by the County of the City's proposed voluntary annexation, but there may be a simple solution.

The Volusia County Council is supportive of efforts by cities to annex the urbanized areas within their utility service area and want to assist the City of Ormond Beach with the annexation of the Plantation Oaks development. We believe that this can be addressed through an amendment to the Interlocal Service Boundary Agreement (ISBA). This agreement includes provisions that allow for the annexation of properties that may result in the creation of an enclave. We are willing to work with you and your staff to amend the ISBA to include the enclaves that would be created by the proposed annexation. We will need to work out the timing of the amendment to the ISBA since it should be amended prior to or concurrent with the annexation hearings.

123 West Indiana Avenue, Room 301 • DeLand, FL 32720-4612
Tel: 386-740-5133 • FAX: 386-943-7020

www.volusia.org

Ms. Joyce Shanahan
January 4, 2019
Page 2 of 2

I need to point out a standard requirement that is included in all of the ISBA's approved by Volusia County, including the one with Ormond Beach (attached). The city and county agreed that there would be the transfer of all non-thoroughfare roads to the city once more than 51% of the road frontage has been annexed into the city. Plantation Oaks Boulevard is not a designated thoroughfare road (see attached map) so if the ISBA is amended to allow for the annexation of Plantation Oaks it would be subject to that condition. We believe that once Plantation Oaks is annexed the frontage along Plantation Oaks Boulevard will exceed 51% within the jurisdiction of the City of Ormond Beach. This would trigger the requirement that Ormond Beach take ownership and maintenance of Plantation Oaks Boulevard.

My staff and I are committed to assist the city staff with the amendment to the ISBA and look forward to working out a successful outcome to this situation. Please contact me if you wish to meet to review the changes that are needed to the ISBA and to set a schedule to expedite the processing of the amendment and the annexation.

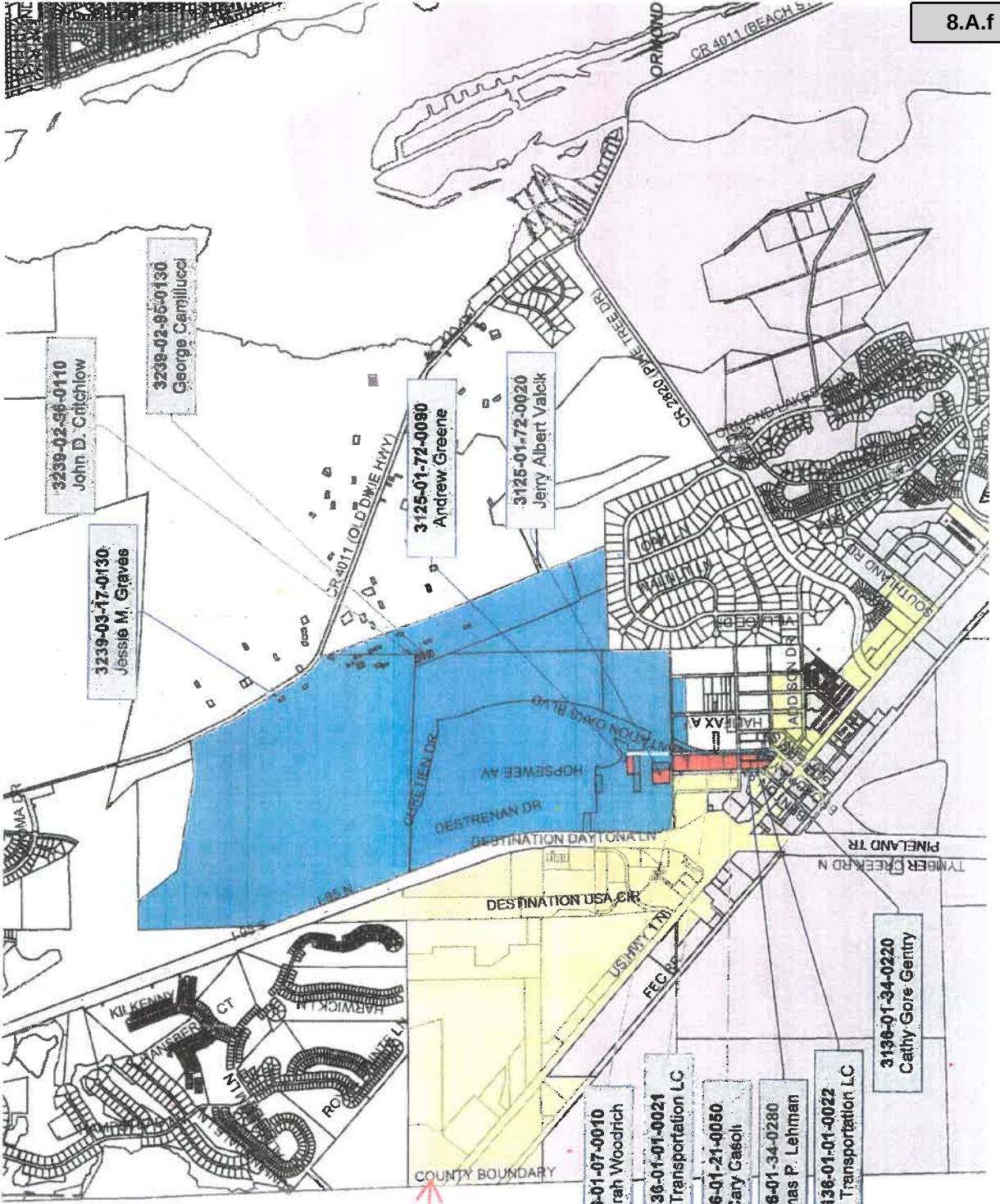
Sincerely,



George Recktenwald
Interim County Manager

cc: Volusia County Council
Dan Eckert, County Attorney
Donna de Peyster, Deputy County Manager
Jamie Seaman, Deputy County Attorney
Michael Rodriguez, Assistant County Attorney
John Angiulli, Public Works Director
Clay Ervin, Growth & Resource Management Director

Attachments: Annexation Map
Interlocal Service Boundary Agreement
Volusia County Thoroughfare Map



KEY

158A

Purple = City of Ormond Beach

= Plantation Oaks Proposed Annexation

Red = Enclave Parcels

These brownish colors are areas within the ISBA that have been annexed into the City

From: Deborah Thompson <tdebbie39@yahoo.com>
Sent: Wednesday, June 10, 2020 5:00 PM
To: Partington, Bill
Subject: Rezoning

[External Email-Use Caution] - OB/IT Helpdesk

Dear Mayor,
Please keep the loop area as is and not rezone that area.

Thank You,
Deborah Thompson

Sent from my iPhone

From: Steven BELCHER <smbelcher@sbcglobal.net>
Sent: Wednesday, June 10, 2020 8:40 PM
To: Partington, Bill
Subject: Plantation Oaks

[External Email-Use Caution] - OB/IT Helpdesk

Hello Bill,

I am a new resident of Ormond Beach and love our new town. We've visited here for years, and after returning to our home state we settled in Ormond as a sanctuary from what Florida has sadly become. After months of reflection, we chose the Toscana subdivision on Old Dixie Highway near the Tomoka State Park. We fell in love with the serenity, and proximity to downtown Ormond. We could not have made a better choice and have met so many long time residents that have been so welcoming.

Today, we noticed a billboard on Old Dixie regarding the Plantation Oaks project and decided to check it out. OMG! We never imagined a development of this magnitude encroaching on one of the most pristine sanctuaries in Florida. Sun City - Ormond is the last thing I would have expected for beautiful Ormond Beach! As I happily dodged all the bicycles on Old Dixie today, I couldn't help but think, "what the hell are the people who are regulating development in Ormond doing, particularly those who have been here for a long time?"

I regret not having moved here sooner and having the time to impact the city's position on development. Providing access to a historic road from a mega-development is wrong. Infringing on the cyclists use and safety if that road is wrong, particularly when US 1 is a perfectly good alternative for a high density development. Putting additional traffic on a historic road that cannot (and must not) be widened is wrong.

I hope you will share my concerns with your fellow councilpersons, and I look forward to discussing this issue, and others regarding uncontrolled development with each of you soon. Please stand up for what makes Ormond Beach unique in East Central Florida. Being different is our advantage.

Steve Belcher
216 Vista Della Toscana
Ormond Beach, FL 32174
(203) 520-1738

From: [Partington, Bill](#)
To: [Shanahan, Joyce](#); [Whitley, Claire](#); [Hayes, Randy](#); [Spraker, Steven](#)
Subject: Fwd: Please Save The Loop
Date: Thursday, June 11, 2020 8:27:37 AM

Bill Partington
Sent from my iPhone

Begin forwarded message:

From: Julie Lantier <julielantier247@gmail.com>
Date: June 10, 2020 at 11:31:37 PM EDT
To: "Partington, Bill" <Bill.Partington@ormondbeach.org>, "Persis, Susan" <Susan.Persis@ormondbeach.org>, "Selby, Dwight" <Dwight.Selby@ormondbeach.org>, "Kent, Troy" <Troy.Kent@ormondbeach.org>, "Littleton, Rob" <Rob.Littleton@ormondbeach.org>
Subject: Please Save The Loop

[External Email-Use Caution] - OB/IT Helpdesk

Please don't proceed with the rezoning in The Loop for the proposed Plantation Oaks 1,000 + acres. This is a continuing tragedy. It needs to stop. I truly feel the community is not behind a rezoning there. Not only is it beautiful but it's vital to our eco system and needs to be protected. It's a shame the people have to constantly battle to save it.

Please side with the citizens and not developers this time.

Thank you,

Julie Lantier
Standish Dr., Ormond Beach

From: [Bonnie Kurpa](#)
To: [Spraker, Steven](#)
Subject: Loop
Date: Thursday, June 11, 2020 6:08:09 AM

[External Email-Use Caution] - OB/IT Helpdesk

No more construction in the Loop!
Bonnie Kurpa

Sent from my iPhone

Spraker, Steven

From: Stacey Simmons <StaceySimmons386@hotmail.com>
Sent: Thursday, June 11, 2020 7:23 AM
To: Spraker, Steven

[External Email-Use Caution] - OB/IT Helpdesk

I do NOT agree with development in the park! Please do not allow more development along the river. Wells and Septic tanks will be the option as water and sewer are not available in this sensitive area of Ormond Beach!
The Halifax River cannot support more development without detriment to Florida's natural environment.
Please vote no on more houses!

Sent from [Mail](#) for Windows 10

From: [Catie Tappan](#)
To: [Spraker, Steven](#)
Subject: Long Live the Loop!
Date: Thursday, June 11, 2020 8:04:52 AM

[External Email-Use Caution] - OB/IT Helpdesk

For those of you meeting today to discuss permitting construction, I beg of you to make a 180 and instead, make this protected land. Deem it a preserved area where NO amount of greed or money will be able to override the importance of saving a unique area such as this.

The amount of construction happening in Volusia is alarming. Masses of "luxury" apartments popping up all over, from Port Orange to LPGA. Florida boasts one of the most unique habitats and instead of protecting it, we are willfully mowing it down. The devastation may be hard to see now but will have lasting effects long after the money made from it is gone.

I implore you, I beg you, PLEASE, stop the development on the Loop. Keep it green and enjoyable for everyone, including the flora and fauna.

Do the right thing!!
Mary C Tappan
Volusia Resident since 2005

From: [Joe Jaynes](#)
To: [Christine Gaynor-Patterson](#); [Spraker, Steven](#)
Cc: [Karon Jaynes](#); [Nancy Galdo](#); [Paula Wehr](#); [Richard Gardner](#); [Rita and Marty Press](#); [Rob Bird](#); [Wanda Bankston](#)
Subject: Re: Ormond Resident Concern - The Loop
Date: Thursday, June 11, 2020 9:46:25 AM
Attachments: [Plantation Oaks Synopsis.pdf](#)

[External Email-Use Caution] - OB/IT Helpdesk

I am hearing from many people about the Planning Board hearing tonight.

I am afraid there are some misconceptions about what is going on.

I have attached a synopsis of the local government actions taken regarding Plantation Oaks.

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We cannot go back in time to say NO to the development and it's impacts on the Loop. But we can say YES to this rezoning action by the City because it is a positive thing for the residents of Ormond Beach. Let me know if you have any questions. Joe Jaynes

On 6/11/2020 9:20 AM, Christine Gaynor-Patterson wrote:

Hello, Board Members,

I'm a home owner and resident of Ormond Beach. I moved into the area from Palm Coast directly because I wanted to live in "Tree City." Ormond's ecosystem is embedded in its culture of the city and that culture is being ripped away with every new development that doesn't respect the environment.

"The Loop" is one of the most iconic features of our city and I have learned it is under threat of being destroyed. This is bad for business. This street allows visitors and residents to enjoy a scenic drive and a relaxing experience. Whether just driving through or stopping to fish, or kayak, this is an experience that other cities cannot provide. We do. Until it is ripped away.

I as a tax paying, voting resident, and property owner, I am formally requesting you preserve the loop. The future of the environment but also the culture of this city is in your hands. We are relying on you to do something.

Best regards,

Christine Gaynor-Patterson
386-283-2366

From: [Karon Jaynes](#)
To: larkshield@aol.com; [Spraker, Steven](#)
Cc: [Karon Jaynes](#); [Nancy Galdo](#); [Paula Wehr](#); [Richard Gardner](#); [Rita and Marty Press](#); [Rob Bird](#); [Wanda Bankston](#)
Subject: Re: Please consider
Date: Thursday, June 11, 2020 9:57:35 AM
Attachments: [Plantation Oaks Synopsis.pdf](#)

[External Email-Use Caution] - OB/IT Helpdesk

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On 6/11/2020 9:48 AM, larkshield@aol.com wrote:

Dear Ormond Loop Board,

My understanding is the Loop is under threat of development. I know all of you have fought in the past to save the Loop and I hope you will do so now. People from the area and all over the country come to Ormond Beach because they value the scenic beauty of the Loop. The developers may make their money in the short term but leave the residents that live in Ormond Beach with a loss of an iconic and valuable part of the soul of the city. How could anyone put profits over that? Actually, the city, in the long run, may lose money because many may decide not to come to Ormond anymore. Who wants to take a ride to just another area that has been clearcut with development after development? Please do whatever you can to stop this. We are counting on you. You may have to step on some powerful toes but it needs to be done.

Thanks for your thoughtful consideration,

Lark Shields
Ormond Beach

From: [Tammie Beer](#)
To: [Spraker, Steven](#)
Subject: Save the Loop
Date: Thursday, June 11, 2020 10:03:49 AM

[External Email-Use Caution] - OB/IT Helpdesk

Hello Mr. Spraker,

I am writing this e-mail to voice my opinion on the purposed loop re-zoning and destruction. The loop is a beautiful part of Ormond Beach that locals enjoy and visitors come see from all over every time they are in town. Destroying anymore of it for a hand full of people to enjoy for their back yards would be a disgrace for Ormond Beach to allow to happen. I have lived here all my life but have traveled all over and the legendary "loop" is something you can not find everywhere and once it is destroyed it will never be the same.

I am sure you hear all the time the growing pains and rebellion of the Ormond Beach citizens rejecting any kind of growth (i.e. Wawa on Granada), as hard as that is to some, growth is necessary and painful at times. But this is part of Ormond Beach History that we will never get back and I just ask you and all others that are involved to leave the loop alone. Let the citizens enjoy the beauty Ormond Beach has to offer for years to come.

Thank you for your time,

Tammie Beer
President



From: [Rita Press](#)
To: [Joe Jaynes](#)
Cc: [suzanne scheiber](#); [Spraker, Steven](#); [Karon Jaynes](#); [Nancy Galdo](#); [Paula Wehr](#); [Richard Gardner](#); [Rob Bird](#); [Wanda Bankston](#)
Subject: Re: Development on the Loop
Date: Thursday, June 11, 2020 10:07:10 AM

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Dear Joe , I hope your very concise and clear explanation will help clear the matter with many folks who are “new” to the loop and its long history of how and why we are here.

My personal observation as one who was in the trenches of this battle is “this development never knew what it wanted to be.”

Stay well and stay safe!

Martin and Rita

Sent from my iPhone

On Jun 11, 2020, at 9:45 AM, Joe Jaynes <JoeJaynes@cfl.rr.com> wrote:

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On 6/11/2020 9:16 AM, suzanne scheiber wrote:

Good morning,

I'm requesting the Ormond Scenic Loop and Trail advocate for the Loop by creating a letter of support to Save the Loop from the recent development changes. The planning board meeting is this evening at 7:00.

So you are aware a petition has been started with over 1700

signatures on it.

I look forward to hearing from you.

Suzanne Scheiber

<Plantation Oaks Synopsis.pdf>

From: [Joe Jaynes](#)
To: [suzanne.scheiber](#); [Spraker, Steven](#)
Cc: [Karon Jaynes](#); [Nancy Galdo](#); [Paula Wehr](#); [Richard Gardner](#); [Rita and Marty Press](#); [Rob Bird](#); [Wanda Bankston](#)
Subject: Re: Development on the Loop
Date: Thursday, June 11, 2020 10:11:43 AM

[External Email-Use Caution] - OB/IT Helpdesk

I apologize because I don't understand. This is not a vote on the development, this is a vote on re-zoning the property under City zoning regulations. What would you have me, or the Ormond Scenic Loop & Trail Scenic Byway, advocate for? Our position is that the re-zoning under City zoning regulations is a positive for the residents and visitors to Ormond Beach.

As I stated, we cannot go back in time and say NO to the development and it's impacts on the Loop. But we can say YES to rezoning under City zoning regulations and what that entails to all residents of Ormond Beach.

On 6/11/2020 9:58 AM, suzanne.scheiber wrote:

I have no misconception Joe. A vote is required for the amendment and the Ormond Scenic Loop and Trail advocates for the Loop. If the developer can not sell the manufactured homes that were previously approved that is not the citizens problem. A gentleman started the petition on social media who I believe will be there this evening. It's not someone I know.

On Thursday, June 11, 2020, 09:45:19 AM EDT, Joe Jaynes <joejaynes@cfl.rr.com> wrote:

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So you are aware a petition has been started with over 1700 signatures on it.

I look forward to hearing from you.

Suzanne Scheiber

From: [Joe Jaynes](#)
To: [Spraker, Steven](#)
Subject: Fwd: Re: Ormond Scenic Loop
Date: Thursday, June 11, 2020 11:24:43 AM
Attachments: [Plantation Oaks Synopsis.pdf](#)

[External Email-Use Caution] - OB/IT Helpdesk

FYI

----- Forwarded Message -----

Subject: Re: Ormond Scenic Loop

Date: Thu, 11 Jun 2020 11:13:38 -0400

From: Karon Jaynes <KaronJaynes@cfl.rr.com>

To: jdifiore7@aol.com, JoeJaynes@cfl.rr.com <JoeJaynes@cfl.rr.com>, rbird@cfl.rr.com <rbird@cfl.rr.com>, rick48g@gmail.com <rick48g@gmail.com>

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The property is already in the City of Ormond Beach. The issue being discussed is about bringing the development in-line with City zoning regulations. There are no special exceptions are being considered.

On 6/11/2020 10:35 AM, jdifiore7@aol.com wrote:

Hi All,

I ask for your support to not allow the proposed amendment changing the zoning for Plantation Oaks. It should never have been approved in that area to begin with. Once the door is opened for these single family homes, it will continue from there. This was approved years ago by Volusia county, however, this will now be under the jurisdiction of Ormond Beach. No special exceptions should be made. They already received their exception by allowing Plantation Oaks to be built in the first place.

What will be the motto for this area in the future? **"I REMEMBER WHEN..."**?. Once it's gone, it's gone. One has to ask whose quality of life does this help?

Sincerely,

John DiFiore
Ormond Beach
386-405-3676

From: [Philip Minicozzi](#)
To: [Spraker, Steven](#)
Subject: The Loop
Date: Thursday, June 11, 2020 11:36:17 AM

[External Email-Use Caution] - OB/IT Helpdesk

The Loop

I protest against the development and/or alteration of land being considered along the most prestigious land we all love as is!

From: [C Kirk](#)
To: [Spraker, Steven](#)
Subject: The Loop
Date: Thursday, June 11, 2020 11:39:19 AM

[External Email-Use Caution] - OB/IT Helpdesk

Dear Mr. Spraker,

Please do not take away more land and woods from The Loop for development.

It is just painful to think of those trees taken down for more houses.

The trees take so long to grow and are destroyed in a day.

Please have some care and thought for trees that are precious in that they can't be made in the short time that it takes to build houses.

Value what is beyond value.

I can't be at the meeting tonight as I have two prior engagements. One being the Protest in DB.

Regards,
Connie Kirk

From: tepp4716@aol.com
To: [Spraker, Steven](#)
Subject: Plantation Oaks
Date: Thursday, June 11, 2020 11:40:17 AM

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I strongly oppose the elimination of the 55+ restriction on any and all portions of Plantation Oaks. The purpose of the 55+ restriction was to keep traffic on Old Dixie Highway low and not to burden Ormond Beach schools with an influx of students. I request you hold the developer to the restrictions that were agreed to at the time this controversial development was approved after extensive negotiation. Due to virus concerns I will probably not attend tonight's meeting but I wanted my wishes to be known. Should this be approved by the board and goes to the Commission to be voted on I, despite my not wishing to be in gatherings, will attend that meeting. Needless to say, please do not compel me to attend that meeting. Turn down this request.

Please acknowledge receipt of this email.

Sincerely, Paul Nachtigal
120 Shady Branch Trail
Ormond Beach

From: [Barbara Tiplady](#)
To: [Spraker, Steven](#)
Subject: Ormond Loop Development
Date: Thursday, June 11, 2020 11:49:01 AM

[External Email-Use Caution] - OB/IT Helpdesk

Mr. Spraker,

I am not able to attend the planning board meeting this evening. I do want to voice my concerns regarding the increasing development of The Loop in Ormond Beach.

I am opposed to any further development of this beautiful natural area. I grew up here and have enjoyed the scenic loop my entire life. My daughter and I love driving through the loop at sunset. Just a few weeks ago we were treated to a beautiful fawn sighting.

Please don't destroy anymore of our area's beautiful natural habitat. This is part of what makes our area different. PLEASE don't destroy The Loop with more development.

Thank you,

Barbara Tiplady
Sent from my iPhone

From: [Debbie Kelleher](#)
To: [Spraker, Steven](#)
Subject: Planning meeting tonight
Date: Thursday, June 11, 2020 11:51:26 AM

[External Email-Use Caution] - OB/IT Helpdesk

Good afternoon

I am not able to attend the planning meeting tonight

I would like to say that as a Ormond beach resident i do support the PRD rezoning in tomoka.

You have allowed too devastation to our area .

Sincerely

Debbie kelleher

From: [Joe Jaynes](#)
To: [Katy Cuthill](#); rbird@cfl.rr.com; rick48g@gmail.com; karonJaynes@cfl.rr.com; [Spraker, Steven](#)
Subject: Re: SAVE THE LOOP!
Date: Thursday, June 11, 2020 12:23:47 PM
Attachments: [Plantation Oaks Synopsis.pdf](#)

[External Email-Use Caution] - OB/IT Helpdesk

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On 6/11/2020 12:11 PM, Katy Cuthill wrote:

"The Loop" is one of the most iconic features of our city and I have learned it is under threat of being destroyed. This is bad for business, bad for families, and bad for the environment. This street allows visitors and residents to enjoy a scenic drive and a relaxing experience. Whether just driving through or stopping to fish, or kayak, this is an experience that other cities cannot provide. We do. Unless it is bulldozed away.

I as a tax paying, voting resident, and property owner, I am formally requesting you preserve the loop. The future of the environment but also the culture of this city is in your hands. We are relying on you to do something, to represent what Ormond Beach citizens want.

Thank you for your service,
Katy

From: russellbenett@gmail.com
To: [Spraker, Steven](#)
Subject: Plantation Oaks Sub-Division Amendment for Planning Board
Date: Thursday, June 11, 2020 12:24:45 PM

[External Email-Use Caution] - OB/IT Helpdesk

A. PRD 2020-022: Plantation Oaks Subdivision, Amendment to Official Zoning

(3) authorize an amendment to allow Phase 1 (669 lots) of the Plantation Oaks subdivision to delete the age-restriction that limits residents to 55 years of age and over. (3) authorize an amendment to allow Phase 1 (669 lots) of the Plantation Oaks subdivision to delete the age-restriction that limits residents to 55 years of age and over.

I do **not** approve this part of the amendment, I think it should just be left as a 55 or older community, because even if this passes, we still are not going to get any benefit of their taxes, but still have to provide utility services.

Russell Benett
880 Old Mill Run
Ormond Beach

Sent from [Mail](#) for Windows 10

From: [Mary Tank](#)
To: [Spraker, Steven](#)
Subject: The Loop
Date: Thursday, June 11, 2020 12:58:17 PM

[External Email-Use Caution] - OB/IT Helpdesk

Please don't allow the clearing of anymore land on the Loop. It's the most beautiful ride in Volusia County. Thank you Mary Tank

From: jayne2512@aol.com
To: [Spraker, Steven](#)
Subject: Preserve Ormond Integrity Preserve the Loop
Date: Thursday, June 11, 2020 1:26:47 PM

[External Email-Use Caution] - OB/IT Helpdesk

Please save the Loop it is one of the most treasured environmental resources we have left untouched here in Ormond Beach. Please do not sell our nature and beauty for profit. There are plenty of homes for sale and lots elsewhere. Preserve Integrity Preserve the Loop!

Kind Regards,

Jayne and David Chick
45 Shadowcreek Way
Ormond Beach FL 32174

From: [Joe Jaynes](#)
To: [Marianne Burley](#); rbird@cfl.rr.com; rick48g@gmail.com; karonJaynes@cfl.rr.com; [Spraker, Steven](#)
Subject: Re: SAVE THE LOOP
Date: Thursday, June 11, 2020 1:31:15 PM
Attachments: [Plantation Oaks Synopsis.pdf](#)

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 On 6/11/2020 12:54 PM, Marianne Burley wrote:

Hi all!

I realize that this development was approved 18 something years ago, but how did that even happen? What is the purpose of the Ormond Scenic Loop and Trail board if not to keep the land undeveloped? What are your plans to rectify this?

Please send a letter in support of conserving The Loop. I feel our best option is for the County of Volusia and City of Ormond to buy the land back from the developer.

It's high time for our civil servants to start listening to the residents. I urge you to show your support for the conservation of The Loop. Thank you for your time.

Marianne Burley,
 Ormond Beach resident

From: [Joe Jaynes](#)
To: [Richard Thripp](#); [Rob Bird](#); [Richard Gardner](#); [Karen Jaynes](#)
Cc: [Emily Humphrey](#); [Spraker, Steven](#)
Subject: Re: In Support of Saving the Loop
Date: Thursday, June 11, 2020 1:32:19 PM
Attachments: [Plantation Oaks Synopsis.pdf](#)

[External Email-Use Caution] - OB/IT Helpdesk

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 On 6/11/2020 1:15 PM, Richard Thripp wrote:

Hello,

I am writing in opposition to the proposed rezoning to allow development of the Old Dixie Highway scenic trail ("The Loop") in Ormond Beach, in regard to tonight's meeting.

Ormond Beach, FL residents and supporters already mounted a massive "Save the Loop" campaign a decade ago.

We need to preserve what is left of The Real Florida. There is a legal and environmental basis to refuse to permit these lands to be rezoned to allow for housing development. Due to their sensitive nature these lands are of marginal value to developers anyway with significant clearing, fill dirt, and flooding mitigation required.

If the rezoning is permitted, this decision will be looked back on with scorn and regret.

Best regards,

Richard Thripp for Congress

Progressive Democrat for Florida's 6th District

[Thripp.com](#) | [Twitter](#) | [Facebook](#) | [Calendar](#) | [Donate](#)
me@thripp.com | [386-675-5746](tel:386-675-5746)

From: [Richard Thrupp](#)
To: [Joe Jaynes](#)
Cc: [Rob Bird](#); [Richard Gardner](#); [Karen Jaynes](#); [Emily Humphrey](#); [Spraker, Steven](#)
Subject: Re: In Support of Saving the Loop
Date: Thursday, June 11, 2020 1:48:14 PM

[External Email-Use Caution] - OB/IT Helpdesk

Thanks for sharing this, Joe.

I read through your email, attachment, and several other sources.

Basically, Volusia County made a bad deal in 1986, another bad deal in 2002, and yet another terrible deal in 2012.

We got some land back in 2004 for a state park, and an improved buffer zone in 2007.

Now, Ormond Beach is agreeing to annex the lands... so they can be developed with concrete-slab single family homes without age restrictions instead of 55+ mobile and manufactured homes that cost services but produce no tax revenues.

However, the previous terms are not feasible for the property owner... which is why they want this change.

Just walk away from the deal! Don't annex these lands into Ormond Beach's city limits. The property owner and county government will figure it out... there will probably not end up being any development on these lands at all.

Sincerely,
Richard Thrupp

On Thu, Jun 11, 2020 at 5:32 PM Joe Jaynes <JoeJaynes@cfl.rr.com> wrote:

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me@thripp.com | [386-675-5746](tel:386-675-5746)

From: [Dr. Steven Handwerker](#)
To: [Spraker, Steven](#)
Subject: The Loop ; Plantation Oaks; *****Our Natural Legacy
Date: Thursday, June 11, 2020 2:03:19 PM
Importance: High

[External Email-Use Caution] - OB/IT Helpdesk

Drs Steven and Michelle Handwerker 33 Laurel Ridge Break, Ormond Beach, FL 32174

PLEASE work to preserve our nature-al legacy of Ormond Beach and the surrounds and protect the diminishing natural environment that is diminshing significantly each year!!!!

BTW, Approximately 6 months ago volunteered to be on a noard to evaluate trees in the area and the individual bureaucrat said she would get back to me and never did.

From: [ROBERT LAZARUS](#)
To: [Spraker, Steven](#)
Subject: Tymber Creek and Rt 40 Apartment proposal.
Date: Thursday, June 11, 2020 2:15:29 PM

[External Email-Use Caution] - OB/IT Helpdesk

Dear Mr. Spraker,

I own 5 properties in the area off of Tymber Creek Rd. They are:
63 Deep Woods Way in Breakaway Trails,
288 Millview Ct in Tymber Creek,
32 Pergola Pl in the Cypress Place community of Hunter's Ridge,
30 Abacus Ave in the Deer Creek community of Hunter's Ridge, and
88 Abacus Ave in the Deer Creek community of Hunter's Ridge.

I am very disturbed that the new apartment complex being considered behind the Walgreens will make traffic in the area a nightmare, and will severely overburden the services in the area that are already stressed. My neighbors, tenants, and I are adamantly opposed to this reckless capitulation to those that will benefit from this development.

I am also opposed to the development of the Loop.

I certainly hope that you and the other members on the board will put the interests of the community and the residents of Ormond Beach ahead of the interests of the developers.

Sincerely yours,
Robert Lazarus
63 Deep Woods Way
Ormond Beach, FL 32174

From: [peakmyster](#)
To: [Spraker, Steven](#)
Subject: Loop
Date: Thursday, June 11, 2020 2:18:45 PM

[External Email-Use Caution] - OB/IT Helpdesk

Steven I have lived in Oromnd Beach since 1959 and the loop is one of our natural treasures ! Please do everything you can to save it. Cutting trees and widening roads will ruin it for everyone.

Thank you
Nancy Shay

Sent from my Verizon, Samsung Galaxy smartphone

From: [Ren Zipp](#)
To: [Spraker, Steven](#)
Subject: Save O.B
Date: Thursday, June 11, 2020 2:26:03 PM

[External Email-Use Caution] - OB/IT Helpdesk

Sir:

I've lived here since 1980 and am so disappointed at the continued destruction of our city and county nature areas. No longer do we drive along Granada Blvd. and enjoy the the pleasant drive. Instead we have a new random stop light and gas station. No longer do we drive Beach St. all the way north with beautiful trees, waterways and animals. Instead we have garish cement entries into manufactured homes, completely barren of the natural environment. Citizens once believed we'd be able to enjoy seeing deer graze along Clyde Morris and Williamson for our lifetime, but no longer. Now we are allowing more manufactured homes that in time seniors will no longer be able to afford lot rents of and have to live in fear financially.

I hope that Ormond will find a corrective path before we are to far for repair. Our nature needs to be preserved when expanding. Both can happen hand in hand if we make conscientious decisions.

Thank you for your consideration.

Renee L. Schilling

From: [Nancy L Holman](#)
To: [Spraker, Steven](#)
Subject: Please Do The Right Thing!
Date: Thursday, June 11, 2020 2:31:41 PM

[External Email-Use Caution] - OB/IT Helpdesk

Mr. Spraker,

We are writing because we have heard about two proposals that we are very upset about. One is the development on the Loop and the other is the proposed apartment complex at the corner of Tymber Creek and Granada. We are strongly against both!

We have lived in Ormond Beach since 1980. We moved here with GE and have since raised our two children here. We have enjoyed living in Ormond Beach so much that most of our family has since followed us here. We are though very concerned about the continual development and destruction of our beautiful paradise which we are proud to call home. We own 6 properties in Breakaway Trails, Tymber Creek, Hunter's Ridge, and on John Anderson Drive. Therefore, we are very familiar with the utility issues, reclaim water problems, and worsening congestion on our roads.

The Loop is one of the last beautiful natural treasures in Ormond Beach. We have gotten enormous joy from riding our bikes around the Loop. Over the years, the beautiful canopy tree tunnels have been diminished and we are concerned about the ecological damage. Since the roads are windy and narrow, the increase in the number of cars along that road makes it much more dangerous. It is essential that our city does whatever it can to preserve the unique beauty on our Loop.

Additionally, we are against the proposal for another apartment complex at the corner of Tymber Creek and Granada. These new apartments, combined with the proposed Avalon Park, will make the traffic in west Ormond Beach unbearable. There have been so many new apartment complexes built in the recent past and we strongly believe that we do not need another one, particularly at that busy intersection. We cannot imagine how the roads and water can possibly handle so much more development.

We hope the planning board will consider the will of the people and vote against these two proposals. Please pass this message onto the entire planning board. We would have written them separately but cannot find their contact information. We have another commitment tonight or we would have attended the meeting. Unfortunately, we did not have enough notice to make other plans.

Thank you and please do the right thing for the people of Ormond Beach.

Richard & Nancy Holman

From: [Partington, Bill](#)
To: [Shanahan, Joyce](#); [Whitley, Claire](#); [Hayes, Randy](#); [Spraker, Steven](#)
Subject: Fwd: Save the Loop
Date: Thursday, June 11, 2020 8:27:23 AM
Attachments: [image001.png](#)

Bill Partington
 Sent from my iPhone

Begin forwarded message:

From: Alex Clark <aclark@clearviewgeographic.com>
Date: June 11, 2020 at 2:47:04 AM EDT
To: "Partington, Bill" <Bill.Partington@ormondbeach.org>, "Selby, Dwight" <Dwight.Selby@ormondbeach.org>, "Kent, Troy" <Troy.Kent@ormondbeach.org>, "Persis, Susan" <Susan.Persis@ormondbeach.org>, "Littleton, Rob" <Rob.Littleton@ormondbeach.org>
Subject: Save the Loop

[External Email-Use Caution] - OB/IT Helpdesk

I am writing to you concerning the rezoning meeting going on for the development proposed in a location residents of Ormond Beach and areas extending beyond Volusia County have come to know as "The Loop".

I am sure I cannot be the only citizen who views The Loop as Ormond's ecological crown jewel, one of the reasons to come by for a visit to your beautiful city. If the quality of the loop is damaged by development practices and future homeowners, where else will there be such a beautiful natural area within your city? Given the clear cut and build approach that's commonly seen around the central Florida region, and my experience in environmental permitting, I fear the fate of that hammock.

Talking environmental conservation, destroying that hammock will only decrease the amount of large contiguous tracts of land (wildlife corridors) leading to a loss of biodiversity and will also put more stress on the nearby wetlands and other water features. A loss of biodiversity, shrinking wetlands, and the associated ecological value of the remaining land will only make it easier for eager home builders to ignore our once precious natural resources for future projects.

Please consider not just preserving but protecting Ormond Beach's precious natural lands for both current and future generations.

Thank you,

Alex Clark

Chief Executive Officer & President

aclark@clearviewgeographic.com | O: 386-957-2314



www.clearviewgeographic.com

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From: [Joe Jaynes](#)
To: [Spraker, Steven](#)
Subject: Fwd: Re: Development on the Loop
Date: Thursday, June 11, 2020 11:25:11 AM

[External Email-Use Caution] - OB/IT Helpdesk

FYI

----- Forwarded Message -----

Subject: Re: Development on the Loop

Date: Thu, 11 Jun 2020 15:00:19 +0000 (UTC)

From: suzanne scheiber <scheiber2004@yahoo.com>

To: Joe Jaynes <JoeJaynes@cfl.rr.com>

CC: Karon Jaynes <karonjaynes@cfl.rr.com>, Nancy Galdo <nancygaldo@gmail.com>, Paula Wehr <paulawehr@cfl.rr.com>, Richard Gardner <rick48g@gmail.com>, Rita and Marty Press <rpress4852@aol.com>, Rob Bird <rbird1@cfl.rr.com>, Wanda Bankston <wanda@bankstonrealty.com>

The County and City could purchase the land back (or at least some of it) with Volusia Forever.

On Thursday, June 11, 2020, 10:11:41 AM EDT, Joe Jaynes <joejaynes@cfl.rr.com> wrote:

I apologize because I don't understand. This is not a vote on the development, this is a vote on re-zoning the property under City zoning regulations. What would you have me, or the Ormond Scenic Loop & Trail Scenic Byway, advocate for? Our position is that the re-zoning under City zoning regulations is a positive for the residents and visitors to Ormond Beach.

As I stated, we cannot go back in time and say NO to the development and it's impacts on the Loop. But we can say YES to rezoning under City zoning regulations and what that entails to all residents of Ormond Beach.

On 6/11/2020 9:58 AM, suzanne scheiber wrote:

I have no misconception Joe. A vote is required for the amendment and the Ormond Scenic Loop and Trail advocates for the Loop. If the developer can not sell the manufactured homes that were previously approved that is not the citizens problem. A gentleman started the petition on social media who I believe will be there this evening. It's not someone I know.

On Thursday, June 11, 2020, 09:45:19 AM EDT, Joe Jaynes <joejaynes@cfl.rr.com> wrote:

I am hearing from many people about the Planning Board hearing tonight.

I am afraid there are some misconceptions about what is going on.

I have attached a synopsis of the local government actions taken regarding Plantation Oaks.

What the City is doing is a positive thing. By rezoning the property under City zoning regulations, it eliminates the Volusia County 2012 amendment that allowed mobile homes and 55 and over age restrictions. That meant no property taxes and no school taxes. This returns the development to site built, single family, standard dwellings on fee simple lots. The development will now pay City impact fees, property taxes for public services, and school taxes.

We cannot go back in time to say NO to the development and its impacts on the Loop. But we can say YES to this rezoning action by the City because it is a positive thing for the residents of Ormond Beach. Let me know if you have any questions. Joe Jaynes

On 6/11/2020 9:16 AM, suzanne scheiber wrote:

Good morning,

I'm requesting the Ormond Scenic Loop and Trail advocate for the Loop by creating a letter of support to Save the Loop from the recent development changes. The planning board meeting is this evening at 7:00.

So you are aware a petition has been started with over 1700 signatures on it.

I look forward to hearing from you.

Suzanne Scheiber

From: [Amanda Attri](#)
To: [Spraker, Steven](#)
Subject: Save The Loop - Tonight's Planning Meeting
Date: Thursday, June 11, 2020 3:17:56 PM

[External Email-Use Caution] - OB/IT Helpdesk

Hi Steven,

First of all, thank you for the work you do for our city and for bringing your calm, wise presence to our sometimes chaotic OB government. I am experiencing Covid symptoms currently, so I can't attend tonight's meeting. However, I just want to say that I strongly feel that we need to do anything and everything possible to preserve the beauty and environment of our extremely precious Loop. I'm not sure what can best be done at this point to reverse the ridiculous approval of the destruction of the loop through development, to try to fix this disaster instead of making it worse, but that's what our lawyers and city officials would know better than I. I know that most of our OB residents are just now waking up to this devastation, so with the passion of of thousands, my sincere hope is that something can be done!

Thank you,
Amanda Attri
403 Main Trail, OB

From: [Laura Weast](#)
To: [Spraker, Steven](#)
Subject: Ormond Beach Scenic Loop
Date: Thursday, June 11, 2020 3:47:54 PM

[External Email-Use Caution] - OB/IT Helpdesk

Hi Steve,

Please push the narrative this afternoon in asking the Ormond Beach City Council to purchase the property for complete protection against ANY and ALL development ever. This is the only possible solution.

Thank you & please let me know any questions.

Regards,
Laura Weast
Ormond Beach resident

From: [Brenda Hahn](#)
To: [Spraker, Steven](#)
Subject: Loop
Date: Thursday, June 11, 2020 4:22:32 PM

[External Email-Use Caution] - OB/IT Helpdesk

I have been here for ten years and live off beach street mainland by the Granada Bridge. So we have friends that visit to take to see our town and alligators ,birds , water , the people fishing , and many other things on the beautiful Loop is one , our son got married at the historic tree on the Loop , playground areas , this is the people's place . Peace and quiet areas to just enjoy the beauty of the area . By bikes , cars , motorcycle, paths . This is the people's not buyers for there own pleasure to make a buck and build till there is nothing left . Start with small changes and they think they can change plans they need more and more and the hand the pockets in just wont stop till they take everything and we the people don't have the beautiful Loop .

Sent from my iPhone

From: [Elizabeth Martin](#)
To: [Selby, Dwight](#); [Partington, Bill](#); [Spraker, Steven](#)
Subject: Ormond Resident
Date: Thursday, June 11, 2020 4:36:53 PM

[External Email-Use Caution] - OB/IT Helpdesk

Dear Mr Shelby, Mr Partington and Mr Spraker,

I recently bought a home near Sanchez Park. As my primary residence and home to another registered voter, we are asking you to please vote against the rezoning of the land in the Plantation Oaks development. Preserving the loop in its natural state is very important to me. The developers financial needs should not come before the well-being of the citizens of Ormond Beach and our desire to preserve this natural jewel.

If the developer cannot use the land due to lack of demand for the type of housing it is currently zoned for, that is a perfect opportunity for our city to purchase the land and rezone it for the benefit of future generations. I do not agree with adding 600 single family homes that would incur more tax dollars for schools, fire and police.

Giving up on our beloved area to a neighborhood who's very definition is "an estate cultivated by resident labor" will probably make national headlines.

Ormond Beach is designated as Tree City, so please help us stay that way.

Thank you,

Elizabeth Bonds and daughter Chloe Bonds (registered voters)
231 Warwick Ave
Ormond Beach, FL 32174

[Sent from Yahoo Mail for iPhone](#)

From: [Robin](#)
To: [Selby, Dwight](#); [Partington, Bill](#); [Spraker, Steven](#)
Subject: Preserve the Loop
Date: Thursday, June 11, 2020 4:52:25 PM

[External Email-Use Caution] - OB/IT Helpdesk

Hello Bill and colleagues.

Please vote against the rezoning of the land in the Plantation Oaks development. Preserving the loop in its natural state is very important to the residents.

The developer's financial interests should not come before the well-being of citizens and our desire to preserve this natural jewel for our enjoyment and the benefit of future generations.

If the developer cannot develop the land due to lack of demand for the type of housing it is currently zoned for, that is a perfect opportunity for the city to purchase the land and rezone it. Ormond Beach is designated as Tree City, so please help us stay that way.

Robin Tierney

[Sent from Yahoo Mail for iPhone](#)

From: [Shannon Self](#)
To: [Spraker, Steven](#)
Subject: Plantation Oaks Development
Date: Thursday, June 11, 2020 4:58:23 PM

[External Email-Use Caution] - OB/IT Helpdesk

I strongly oppose the elimination of the 55+ restriction on any and all portions of Plantation Oaks. The purpose of the 55+ restriction was to keep traffic on Old Dixie Highway low and not to burden Ormond Beach schools with an influx of students. I request you hold the developer to the restrictions that were agreed to at the time this controversial development was approved after extensive negotiation.

Sent from my iPhone

From: [Deborah Watts](#)
To: [Partington, Bill](#); [Selby, Dwight](#); [Spraker, Steven](#)
Subject: Plantation oaks rezoning
Date: Thursday, June 11, 2020 5:03:51 PM

[External Email-Use Caution] - OB/IT Helpdesk

To whom is willing to listen,

Please Do Not allow the rezoning of Plantation Oaks !

We need to keep as much natural habitat as possible in Ormond ! We as a city would be giving away a piece of our beauty and draw !

We do not need anymore single family home communities... do we really want to be like every other city ! NO, we are barely grasping on to our small city charm ! Another community with that many homes, just makes us become more plain. Nothing to stand out from all the others !

Lets continue to nurture our small city charm, our lovely loop, our sense of community ! And most importantly our Trees and nature.

Thank you,

Debbie

Ormond beach resident

From: [Mr Chris](#)
To: [Selby, Dwight](#); [Partington, Bill](#); [Spraker, Steven](#)
Subject: Were a tree city. Stop developing
Date: Thursday, June 11, 2020 5:17:28 PM

[External Email-Use Caution] - OB/IT Helpdesk

If you're an Ormond resident please email these men.

As a resident of Ormond Beach, I am asking you to please vote against the rezoning of the land in the Plantation Oaks development. Preserving the loop in its natural state is very important to the residents.

The developers financial needs should not come before the well-being of the citizens of Ormond Beach and our desire to preserve this natural jewel for our enjoyment and the benefit of future generations.

If the developer cannot develop the land due to lack of demand for the type of housing it is currently zoned for, that is a perfect opportunity for our city to purchase the land and rezone it. Ormond Beach is designated as Tree City, so please help us stay that way.

Sent from my iPhone

From: [Marianne Burley](#)
To: [Spraker, Steven](#)
Subject: Plantation Oaks
Date: Thursday, June 11, 2020 5:45:34 PM

[External Email-Use Caution] - OB/IT Helpdesk

Dear Mr. Spraker,

I strongly oppose the elimination of the 55+ restriction on any and all portions of Plantation Oaks. Changing the zoning to allow single-family homes will bring more people, more traffic, and more students - and there's no room for them in our local schools.

We can't keep packing the people in... our beautiful town is slipping away!!

Please table this until we can find out if Volusia Forever can buy some of the land back from the developer.

Thank you for your time.

Marianne Burley
Ormond Beach resident

From: [Matthew Kowitz](#)
To: [Spraker, Steven](#)
Subject: Ormond Beach Loop Rezoning
Date: Thursday, June 11, 2020 6:17:13 PM

[External Email-Use Caution] - OB/IT Helpdesk

Dear Mr. Spraker,

I was raised in Ormond Beach, my family moved from Gainesville when I was five years old. I went to Tomoka Elementary, my parents took us camping every year at Tomoka State Park. We would take the long way to Flagler Beach through The Loop on our way to Snack Jack's in Flagler, or even for a drive sometimes.

The Loop is no doubt one of the most visually spectacular pieces of natural landscape that I have ever seen. I've seen it from the road as a kid, from a canoe as a teenager, and now I take my new family to see the very same natural beauty that I grew up with. As a matter of fact I have moved back from Chicago to be in Florida so that my family can experience the places like The Loop that I have had the privilege to enjoy.

Now I understand that Florida is growing and that we need our economy to grow as well. However I must stress that this is just not the place for any growth other than that which nature allows. I implore you to do everything in your power to protect these lands for my family past and present and for generations to come.

Thank you for your time,

Matthew Kowitz
 Store Manager



19565 Biscayne Boulevard Space 904 Aventura, FL 33180

T: +1 786-786-7250

marcjacobs.com

Matthew Kowitz
 Store Manager
 T: (786) 786-7250

MARC JACOBS

19501 Biscayne Bld 904 Aventura, FL 33180, US

<https://www.marcjacobs.com>

#####

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#####

Correspondence after the Planning Board meeting

Plantation Oaks Zoning Map Amendment

From: dbrbz@aol.com
To: [Spraker, Steven](#)
Subject: The Loop
Date: Thursday, June 11, 2020 9:36:52 PM

[External Email-Use Caution] - OB/IT Helpdesk

As a resident of Ormond Beach, I am asking you to please vote against the rezoning of the land in the Plantation Oaks development. Preserving the loop in its natural state is very important to the residents.

The developers financial needs should not come before the well-being of the citizens of Ormond Beach and our desire to preserve this natural jewel for our enjoyment and the benefit of future generations.

If the developer cannot develop the land due to lack of demand for the type of housing it is currently zoned for, that is a perfect opportunity for our city to purchase the land and rezone it. Ormond Beach is designated as Tree City, so please help us stay that way.

Thank you,

Debra Bozeman

From: [Anita Kummerle](#)
To: [Spraker, Steven](#)
Cc: [Nextdoor Breakaway Trails](#)
Subject: The Loop "YES" a housing subdivision "NO"
Date: Friday, June 12, 2020 3:34:16 PM

[External Email-Use Caution] - OB/IT Helpdesk

As the subject of this message implies, the Loop is beautiful, peaceful, haven for animals and birds. I love it. YOU can stop the destruction. So here's a deal, just save it til 2040, then my nature loving generation will be gone; Probably all the creatures happily living there, too. Your children and mine will not enjoy the wonders we have known, but I guess, you might say, "So what?" But maybe you'll think, "If only we had saved that wonder of nature." But it will be too late. Please act immediately in favor of nature and our children, and vote against the destruction of the loop.

From: [John Horner](#)
To: [Spraker, Steven](#); [Partington, Bill](#); [Selby, Dwight](#); [Kent, Troy](#); [Persis, Susan](#); [Littleton, Rob](#)
Subject: Clearing Woods for Housing Development
Date: Friday, June 12, 2020 6:49:20 PM
Attachments: [image.png](#)

[External Email-Use Caution] - OB/IT Helpdesk

Dear Ormond Beach Planning Board and OB Commission,



We need woods for contact with nature which can be relaxing and to store carbon from carbon dioxide and release oxygen for us to stay alive.

<https://www.thoughtco.com/reasons-living-trees-are-valuable-1343514>

Trees Produce Oxygen

Trees Clean the Soil

Trees Control Noise Pollution

Trees Slow Storm Water Runoff

Trees Are Carbon Sinks

Trees Provide Shade and Cooling

Trees Act as Windbreaks

Trees Fight Soil Erosion

Stop killing our natural life support and overcrowding our highways with cars from more residences in Ormond Beach.

Oceanic plankton cannot do all of the work of supporting human life. <https://insh.world/science/what-if-all-plankton-disappeared/>

"...Every creature in the ocean either eats plankton or eats other organisms that depend on plankton. With plankton numbers dropping 40% since 1950, that spells big trouble for marine food chains.... They produce half of the world's oxygen through photosynthesis, and they absorb carbon dioxide from our atmosphere, taking it with them down to the bottom of the ocean when they die.

If all the plankton disappeared it would increase the levels of carbon in our air, which would not only accelerate climate change, but also make it difficult for humans to breathe.

Maybe one day we'll recognize how many more unsung heroes there are on our planet, keeping humans alive...."

<https://www.theguardian.com/environment/2019/dec/07/oceans-losing-oxygen-at-unprecedented-rate-experts-warn>

"...Low oxygen levels are also associated with global heating, because the warmer water holds less oxygen and the heating causes stratification, so there is less of the vital mixing of oxygen-rich and oxygen-poor layers. Oceans are expected to lose about 3-4% of their oxygen by the end of this century, but the impact will be much greater in the levels closest to the surface, where many species are concentrated, and in the mid to high latitudes.

Intensive farming also plays a major role. When excess artificial fertiliser from crops, or manure from the meat industry, runs off the land and into rivers and seas, it feeds algae which bloom and then cause oxygen depletion as they decompose. ...Two years ago, the meat industry in the US was found to be responsible for a massive dead zone measuring more than 8,000 sq miles in the Gulf of Mexico. ... "

John Horner Resident of Ormond Beach

From: [Paul Marmelstein](#)
To: [Spraker, Steven](#)
Subject: Loop
Date: Friday, June 12, 2020 7:05:39 AM

[External Email-Use Caution] - OB/IT Helpdesk

Enough is enough! We don't need any more housing!

Sent from my iPad

From: Taylor Cornelius <taylorapush@gmail.com>
Sent: Friday, June 12, 2020 4:34 PM
To: Partington, Bill; Selby, Dwight; Kent, Troy; Persis, Susan; Littleton, Rob
Subject: SAVE THE LOOP, please read

[External Email-Use Caution] - OB/IT Helpdesk

Hello,

I am reaching out to the entire city commission of Ormond Beach in regards to our precious “loop”. My name is Taylor Cornelius, I was born in Ormond Beach and have been a resident for 22 years. I am aware that 18 years ago, parts of “the loop” were rezoned to allow for more housing to be built. Now, 18 years later, the city is notifying the public they would like to rezone this land again, still for the construction of more public housing. I am contacting you as a long time resident to communicate to you that there are thousands of people within our community that strongly oppose further construction of housing in “the loop”. This is one area of our town that we find sacred, and should be preserved for further enjoyment of future generations. There is so much land within Ormond Beach and Volusia County already being built upon. Many former residents who come back to our city to visit do not recognize because of the construction. Below I have attached a petition to save the loop, and rezone this land for no further construction or housing. It has been signed by thousands of residents. Please help us.

Thank you for your time,
Taylor Cornelius

https://www.change.org/p/the-people-of-volusia-county-save-the-ormond-beach-loop-from-rezoning?recruiter=34877172&utm_source=share_petition&utm_medium=facebook&utm_campaign=psf_combo_share_initial&utm_term=psf_combo_share_abi&recruited_by_id=6f5d5c70-1717-0130-614a-00221964dac8&utm_content=fht-22732215-en-us%3Av2

From: [EDWARD J FLYNN](#)
To: [Spraker, Steven](#)
Cc: [Paul Marmelstein](#); jwalshsr1@aol.com; pat.rice@news-jrnl.com
Subject: The Loop
Date: Friday, June 12, 2020 9:54:49 AM

[External Email-Use Caution] - OB/IT Helpdesk

The only reason the loop is being developed is because politicians are getting paid off by the developers.

Your have buildings going up on Clyde Morris and Williamson Ave. Where is all the water coming for the new housing? The water is coming from the ground water and expense of the permanent residence.

This while the sewer system is failing the roads are crumbling due to poor installation. Look at Clyde Morris Blvd it is about 3 years old and it is falling apart, it's been patched but every dip in the road means the underlying drains is failing.

The sewer system is falling apart for instance on Clyde Morris south of S.R. 40 opposite Hooligans and the nursing home the manhole is depressed and falling in. It was improperly fixed approximately 5 years and it failing as we speak! Their is multiple spots at the intersection and and the crosswalk.

Ed Flynn
4 Windsor Falls Dr.
Ormond Beach, Fl. 32174
Retired Construction inspector

From: [Joanne or Dan Kennedy](#)
To: [Spraker, Steven](#)
Subject: the loop
Date: Friday, June 12, 2020 10:24:37 PM

[External Email-Use Caution] - OB/IT Helpdesk

Mr. Spraker

Would you please make sure that the wonderful trees near the road of the Loop are left intact. This area is one of the treasures of Florida and it would be a sin to destroy the serenity of the Loop.

Hoping that you can help

Joanne Kennedy

Spraker, Steven

From: Marcella.Miller@ormondbeach.org
Sent: Monday, June 15, 2020 8:01 AM
To: Spraker, Steven
Subject: FW: Plantation Oaks

F Y I

From: David Bergstresser <davmar770@gmail.com>
Sent: Saturday, June 13, 2020 11:42 AM
To: Miller, Marcella <Marcella.Miller@ormondbeach.org>
Subject: Plantation Oaks

[External Email-Use Caution] - OB/IT Helpdesk

This decision to allow Plantation Oaks, adjacent to the scenic loop is a bad one and should be reconsidered.
David Bergstresser Flagler Beach Fl

Spraker, Steven

From: Kathleen D'ambra <kathyd036@gmail.com>
Sent: Tuesday, June 16, 2020 8:03 PM
To: Spraker, Steven
Subject: Development

[External Email-Use Caution] - OB/IT Helpdesk

What happened to the nice community of Ormond Beach that everyone wanted to live in. It is becoming a nightmare. The planning board has gone overboard with all this development.

Enough is enough. Our streets, natural resources and hospitals and schools cannot take much more. Next it will be an increase in our taxes. What are you doing??

Building a WaWa, a car wash, a Target or a subdivision does not define economic growth. In fact, economic theory purports an underutilized or unskilled workforce, inherent to such retailers, can actually deter and put a "drag" on growth. Economic growth encompasses capital accumulation (land, physical equipment, education, job skills), investments (machinery, factories), natural resources, and technology. Relative to natural resources and apropos to Ormond, the quantity, quality and availability of natural resources can give an effective boost to an economy (is this occurring in Ormond?) but if not utilized appropriately will actually sour growth. Relative to technology, higher growth rates are inherent to a community focused on technology, innovation, and a skilled labor force. A community with a well trained workforce is more productive and will produce a higher quality output that adds to the efficiency of an economy and standard of living. The opposite occurs with a lower skilled workforce. Again, a WaWa or Target should not be considered by Ormond Beach voters as a method to facilitate enterprising economic growth in our community. This has been used as a methodology to sell voters on accepting developer plans too many times. Economic growth is enticing new businesses comprised of a high skilled workforce to move to Ormond Beach. Not more housing. And so--what does Ormond Beach offer to potential businesses?

We have to be best at something. Best beach town (where is our town?) Best beaches in FL. Best schools. Best college. Best city to raise kids. Best library system. Best library programs. Best music programs. Everyone should research "best cities to raise kids" to educate themselves on what parents are looking for in a community. If we want businesses to locate to Ormond to increase our economic growth, let's make Ormond a best city to raise kids for a start. Where, for example, is our hands on science and history museum for children? In sum, adding low skill level jobs and gas stations and fast food restaurants does not define economic growth. We must demand more of our Planning Board and educate Ormond voters to be all that we can be.

Kathleen D'Ambra

From: [Stan Driscoll](#)
To: [Spraker, Steven](#); standriscoll@yahoo.com
Subject: RE: Plantation Oaks Zoning Map Amendment, City Commission hearings
Date: Tuesday, January 5, 2021 10:14:29 AM

[External Email-Use Caution] - OB/IT Helpdesk

Mr Spraker

First, thank you for your ongoing efforts at keeping everyone informed on this and all development orders within the City. Additionally, your separation of the Plantation Oaks question into three items helps the public to better understand.

In response to Plantation Oaks agenda items 1 thru 3, I understand items 1 and 2 are actions the City must take as part of the original development order and subsequent annexation into the City.

Item 3, however is not part of the original development order and as such, it is only a request that the City Commission may approve, disapprove or approve with conditions.

It is my position that the closure of Broadway and the Old Dixie Highway be closed to all vehicle traffic as a condition of approval of Item 3.

Exception of:

- 1) Emergency vehicles
- 2) As an "Emergency Exit" That is all vehicles in times of disaster or emergency

It keeps traffic generated by the development of the Loop (Old Dixie Highway) and it does not harm the property owner in that it does not reduce the number of buildable lots.

Respectfully
 Stan Driscoll

Sent via the Samsung Galaxy Note9, an AT&T 5G Evolution capable smartphone

----- Original message -----

From: "Spraker, Steven" <Steven.Spraker@ormondbeach.org>
 Date: 12/29/20 10:22 AM (GMT-05:00)
 To: "Spraker, Steven" <Steven.Spraker@ormondbeach.org>
 Subject: RE: Plantation Oaks Zoning Map Amendment, City Commission hearings

Good morning,

The Plantation Oaks subdivision zoning map amendment item has been scheduled for the **January 19, 2021** City Commission meeting (1st reading) and **February 2, 2021** (2nd reading) starting at 7 p.m. at the City Commission Chambers, 22 South Beach Street, Ormond Beach, FL 32174. This e-mail is being sent to individuals who

have provided comments via e-mail or expressed interest in the Plantation Oaks zoning map amendment. If you do not wish to receive any additional e-mails, please reply STOP and your e-mail address will be removed from the distribution list for this project.

Notice information on the item is provided below:

The Plantation Oaks subdivision was annexed into the City of Ormond Beach on October 1, 2019 per Ordinance 2019-30 and now requires a city zoning designation. Annexation of the Plantation Oaks development area was required based on a connection to city utilities. The proposed City zoning designation seeks to incorporate the existing Volusia County development order approvals. The city zoning designation shall incorporate the existing Volusia County development orders with no changes to the number of lots allowed.

The City of Ormond Beach is currently processing an administrative zoning map amendment to:

1. Amend the City's Official Zoning Map for the Plantation Oaks subdivision from Volusia County Plantation Oaks of Ormond Beach Planned Unit Development (RPUD), Volusia County RR (Rural Residential), Volusia County R-3 (Urban Single Family Residential), Volusia County R-4 (Urban Single Family Residential) and Volusia County R-5 (Urban Single Family Residential) to the City of Ormond Beach PRD (Planned Residential Development),
2. Approve an Ormond Beach development order incorporating the existing Volusia County zoning approvals, and
3. Act upon an amendment to allow Phase 1 (669 lots) of the Plantation Oaks subdivision to delete the age-restriction that limits residents to 55 years of age and over. All homes constructed within Phase 1 shall only be site built, single-family, standard dwellings on fee simple lots, with no manufactured or mobile homes allowed. The Phase 1 lots would be subject to Volusia County school concurrency.

The property is approximately 1,055.80 acres being generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1.

The City Commission meeting dates are as follows:

City Commission

Date: Tuesday, January 19, 2021 (1st reading)

Time: Tuesday, February 2, 2021 (2nd reading)
7:00 PM

Location: City Commission Chambers

City Hall

22 South Beach Street
Ormond Beach, FL 32174

All persons wishing to speak for or against the request regarding the Ormond Beach Planned Residential Development rezoning and issuance of a development order shall have the opportunity to be heard at each Public Hearing.

Other information:

- The meeting packet information will be available on Friday, January 15, 2021 (1st reading on January 19, 2021) and Friday, January 29, 2021 (2nd reading on February 2, 2021) at 12:00 p.m. on the City's website at www.ormondbeach.org/agenda.
- The meeting audio shall be streamed live online at www.ormondbeach.org/live. The recording of the meeting will be available the following day online at www.ormondbeach.org/ccrecordings.
- In order to follow federal, state, and local guidelines to protect residents, staff, and elected officials due to the COVID-19 virus, there will be physical access restrictions and social distancing procedures in place for this meeting. Detailed information regarding access restrictions and space limitations will be available online as the meeting approaches and on the meeting agenda when published at www.ormondbeach.org/agenda.
- Public comments may submit comments on agenda items via remote submission, rather than in-person. Comments can be made via an online form which the City Clerk's office will establish prior to the meeting. Written comments can be mailed to the City Clerk at 22 S. Beach Street, Ormond Beach, Florida, 32174; or can be dropped off at City Hall during normal business hours at the second floor reception desk. If mailing or dropping off written comments, please be sure to clearly label your submission. You can also provide comments to me at: Steven.Spraker@ormondbeach.org.
- The Planning Board report and meeting minutes are available at: <https://www.ormondbeach.org/224/Planning-Board> under Agendas, Agenda Packets & Minutes, select View all, and then the June 11, 2020 meeting.

Contact information:

If there are any questions on the zoning map amendment regarding the Plantation Oaks subdivision, I may be contacted at (386) 676-3341 or by e-mail at Steven.Spraker@ormondbeach.org.

Thank you

Steven

Steven Spraker, AICP

Planning Director



Planning Department

22 South Beach Street, Room 104

Ormond Beach, FL 32175

Direct Line: 386.676.3341

Department: 386.676.3238

Cell: 386.366.1590

Fax: 386.676.3361

E-mail: Steven.Spraker@ormondbeach.org

From: Spraker, Steven

Sent: Thursday, July 23, 2020 1:15 PM

To: Spraker, Steven <Steven.Spraker@ormondbeach.org>

Subject: FW: Plantation Oaks Zoning Map Amendment, City Commission hearings

Good afternoon,

Ormond Beach City Commission agenda items related to **Planation Oaks zoning**

map amendment shall not be on the Virtual Commission Meeting Agenda for July 28th. The Plantation Oaks zoning map amendment items will be postponed until the City Manager can evaluate options where a meeting can be held in order to accommodate interested individuals while adhering to social distancing requirements. The Plantation Oaks City Commission item requires advertisements 14 days in advance of any newly scheduled meeting and staff shall provide an e-mail update as more information is available.

Thank you

Steven

Steven Spraker, AICP

Planning Director



Planning Department

22 South Beach Street, Room 104

Ormond Beach, FL 32175

Direct Line: 386.676.3341

Department: 386.676.3238

Cell: 386.366.1590

Fax: 386.676.3361

E-mail: Steven.Spraker@ormondbeach.org

From: Spraker, Steven

Sent: Monday, July 13, 2020 10:30 AM

To: Spraker, Steven <Steven.Spraker@ormondbeach.org>

Subject: Plantation Oaks Zoning Map Amendment, City Commission hearings

Good morning,

This e-mail is being sent to individuals who have provided comments or expressed interest in the Plantation Oaks zoning map amendment. If you do not wish to receive any additional e-mails, please reply STOP and your e-mail address will be removed from the distribution list for this project.

Zoning Map Amendment:

The City of Ormond Beach is currently processing a zoning map amendment to:

1. Amend the City's Official Zoning Map for the Plantation Oaks subdivision from Volusia County Plantation Oaks of Ormond Beach Planned Unit Development (RPUD), Volusia County RR (Rural Residential), Volusia County R-3 (Urban Single Family Residential), Volusia County R-4 (Urban Single Family Residential) and Volusia County R-5 (Urban Single Family Residential) to the City of Ormond Beach PRD (Planned Residential Development),
2. Approve an Ormond Beach development order incorporating the existing Volusia County zoning approvals, and
3. Act upon an amendment to allow Phase 1 (669 lots) of the Plantation Oaks subdivision to delete the age-restriction that limits residents to 55 years of age and over. All homes constructed within Phase 1 shall only be site built, single-family, standard dwellings on fee simple lots, with no manufactured or mobile homes allowed. The Phase 1 lots would be subject to Volusia County school concurrency.

Assignment of a city zoning designation is required based on annexation which occurred based on a connection to city utilities. The zoning map amendment (items 1 and 2 listed above) seeks to incorporate the Volusia County zoning approvals in their entirety with all development conditions (175' buffer along Old Dixie Highway, lot dimensions, number of residential units, and age restrictions). In a review of the zoning map amendment, the City Attorney stated Ormond Beach is the successor in interest to Volusia County and is therefore obligated to administer the terms, conditions, and entitlements of that development agreement.

There is a proposed amendment (item 3 above) regarding Phase 1 (669 lots) of the Plantation Oaks subdivision to delete the age-restriction that limits residents to 55 years of age and over. All homes constructed within Phase 1 shall only be site built, single-family, standard dwellings on fee simple lots, with no manufactured or mobile homes allowed. This amendment was not included in the Volusia County zoning approvals and can be acted upon (approved, approved with conditions, or denied) by the City Commission. The Planning Board recommended approval of the proposed amendment.

Background:

The Plantation Oaks subdivision was annexed into the City of Ormond Beach on October 1, 2019 per Ordinance 2019-30 and requires a city zoning designation. The property is approximately 1,055.80 acres being generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1. The Plantation Oaks subdivision was reviewed and approved previously by Volusia County. Annexation of the Plantation Oaks development area was required based on a connection to City utilities. The project is served with Ormond Beach water and sewer. The City is required to assign city land use and zoning based upon annexation. The proposed City zoning designation seeks to incorporate the existing Volusia County development order approvals.

Key past approvals:

Volusia County 1986	National Gardens Development of Regional Impact (DRI) approved 3,930 residential units on 2,009 acres.
Volusia County 2002	Zoning approval for 1,577 residential units. Key components include: (1) Units are to be site built, single-family, standard dwellings on fee simple lots, (2) Adult community with a minimum of 80% of the residents 55 years or older, (3) Project agreed to pay school impact fee for all dwellings. (4) Established development standards, (5) Required a 100-foot right-of-way from U.S. Highway 1 to Old Dixie Highway, (6) Internal roadways shall be private.
Volusia County 2004	Volusia County DRI amendment. Removed 407 acres of land from the DRI adding it to the Tomoka State Park.
Volusia County 2007	Minor amendment to 2002 RPUD to increase the required buffer on Old Dixie Highway to <u>175 feet</u> .
Volusia County 2012	First major amendment to 2002 RPUD to: (1) Delete the requirement for standard dwelling units and allowed mobile homes. (2) Required hardened central clubhouse for the development of manufactured homes.
Ormond Beach 2015	Annexation agreement was approved to serve utilities to Plantation Oaks. Annexation was required as a condition of providing utility services. The property was not contiguous and could not be annexed in 2015.
Ormond Beach 2019	Annexation of the Plantation Oaks subdivision.
Ormond Beach 2020	Assigned a city Comprehensive Plan Future Land Use designation to the Plantation Oaks subdivision.

The Planning Board staff report, including past approvals of the Plantation Oaks project, is available at: <https://www.ormondbeach.org/224/Planning-Board>, under "Agendas, Agenda Packets & Minutes", under the June 11, 2020 meeting.

City Commission public hearings:

The zoning map amendment is required to have two (2) public hearings which are scheduled for:

Date:	Tuesday, July 28, 2020 (1st reading) Tuesday, August 18, 2020 (2nd reading)
Time:	7:00 PM
Location:	City Commission Chambers City Hall 22 South Beach Street Ormond Beach, FL 32174

All persons wishing to speak for or against the request regarding the Ormond Beach Planned Residential Development rezoning and issuance of a development order shall have the opportunity to be heard at the Public Hearings.

Information on the July 28, 2020 meeting includes:

- The meeting packet information will be available for access on Friday, July 24, 2020 at 12:00 p.m. on the City's website at www.ormondbeach.org/agenda.
- The meeting audio shall be streamed live online at www.ormondbeach.org/live. The recording of the meeting will be available the following day online at www.ormondbeach.org/ccrecordings.
- In order to follow federal, state, and local guidelines to protect residents, staff, and elected officials due to the COVID-19 virus, there will be physical access restrictions and social distancing procedures in place for this meeting. Detailed information regarding access restrictions and space limitations will be available online at www.ormondbeach.org/july28ccmtg and on the meeting agenda when published at www.ormondbeach.org/agenda.
- Members of the public may submit comments on agenda items via remote submission, rather than in-person. Comments can be made via an online form at www.ormondbeach.org/july28comments. Written comments can be mailed to the City Clerk at 22 S. Beach Street, Ormond Beach, Florida, 32174; or can be dropped off at City Hall during normal business hours at the second floor reception desk. If mailing or dropping off written comments, please be sure to clearly label your submission. Please note that the equivalent of three minutes of each submitted comment will be included in the record. Comments submitted prior to 5:00 p.m. on Monday, July 27, 2020, will be provided to the Commission prior to the July 28, 2020 meeting. Those submitted after July 27, 2020 will be provided after the meeting.
- The information provided above is also available at:

www.ormondbeach.org/july28ccmtg.

Contact information:

If there are any questions on the zoning map amendment regarding the Plantation Oaks subdivision, I may be contacted at (386) 676-3341 or by e-mail at Steven.Spraker@ormondbeach.org.

Thank you

Steven

Steven Spraker, AICP

Planning Director



Planning Department

22 South Beach Street, Room 104

Ormond Beach, FL 32175

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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.



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Steven Spraker, Planning Director

Date: February 2, 2021

Subject: Plantation Oaks, Development Order

Commission Goal: Community Development - Other

Introduction

This is a City initiated request, based upon annexation, to:

1. Approve an Ormond Beach development order incorporating the existing Volusia County zoning approvals for the 1,577 residential unit Plantation Oaks subdivision based upon annexation; and
2. Act upon an amendment to allow Phase 1 (669 lots) of the Plantation Oaks subdivision to delete the age-restriction that limits residents to 55 years of age and over. All homes constructed within Phase 1 shall only be site built, single-family, standard dwellings on fee simple lots, with no manufactured or mobile homes allowed. The Phase 1 lots would be subject to Volusia County school concurrency.

This ordinance is for the proposed development order and amendment. The zoning amendment ordinance preceded this ordinance. The property is approximately 1,055.80 acres being generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1.

Background

Ormond Beach zoning map amendments are divided into two (2) ordinances. The first ordinance seeks to establish a zoning map designation. The second Ordinance establishes the development entitlements through a development order, including the proposed amendment for the Plantation Oaks project. This item is the ordinance for the development order; the zoning designation preceded this ordinance. Because the items are often inter-mixed, the same material is provided for each item.

The following approvals have been granted to the Plantation Oaks subdivision. The approvals include actions approved by the Volusia County Council in 2002 and 2012

and a series of minor amendments approved by Volusia County. The staff report provides a full history of the zoning approvals and below are the key approvals:

Action / Approval date	Description
November 21, 2002 Volusia County Council Resolution No. 2002-199 (Recorded at Book 4988, Pages 140-211)	Zoning approval for 1,577 residential units. Key components include: • 1,033.75 acres in subdivision. • Units are to be site built, single-family, standard dwellings on fee simple lots. • Adult community with a minimum of 80% of the residents 55 years or older. • Project agreed to pay school impact fee for all dwellings. • Established development standards. • Provided 217 acres for a golf course. • Required a 100-foot right-of-way from U.S. Highway 1 to Old Dixie Highway. • Internal roadways shall be private.
July 18, 2007 Volusia County Minor amendment (Recorded at Book 6100, Pages 2016-2020)	Minor amendment to 2002 RPUD to increase the required buffer on Old Dixie Highway to 175 feet.
January 19, 2012 Volusia County Council Resolution No. 2001-229 (Recorded at Book 6674, Pages 2025-2069)	First major amendment to 2002 RPUD to: • Delete the requirement for standard dwelling units and allowed mobile homes. • Required hardened central clubhouse for the development of manufactured homes.
December 4, 2015 Volusia County Minor amendment Resolution No. 2012-24 (Recorded at Book 7201 Pages 1720-1753)	Minor amendment to 2012 RPUD include: • Include the option of constructing Lakes and Open Space in-lieu of a Golf Course. • Revision date for the new RPUD Preliminary Plan. • Revises the project phasing schedule. • Revises several sections to change the project water and sewer provider from Volusia County Utilities to the City of Ormond Beach.

Discussion

In 2015, with Resolution No. 2015-168, Ormond Beach approved an annexation agreement that designated the city as the utility provider to Plantation Oaks. The property was not contiguous and could not be annexed in 2015. Annexation of the Plantation Oaks subdivision occurred in 2019 (Ordinance No. 2019-30) and 2020 (Ordinance No. 2020-16). As part of annexation, the city is required to assign a comparable land use and zoning designation as existed in Volusia County. A Future

Land Use Map designation of “Low Density Residential” was approved on January 21, 2020 with Ordinance No. 2019-43.

The following items are key aspects of the project:

1. Volusia County Resolution No. 86-192 established the approved development entitlements for the National Gardens Development of Regional Impact (DRI) of a maximum of 3,930 residential units on 2,009 acres.
2. Ormond Beach Resolution No. 90-169 authorized the Ormond Lakes development with a maximum of 656 residential units and 6,000 square feet of neighborhood commercial uses allowed.
3. Volusia County Resolution No. 2004-229 dedicated 407 acres of land from the DRI, adding it to the Tomoka State Park.
4. Original zoning resolution (Volusia County Resolution No. 2002-199) was approved and allowed 1,577 residential units and neighborhood commercial of 25,500 square feet. The residential area was designed to be an adult community with 80% of the residents being 55 years or older. The resolution established development standards. The resolution included plans for 217-acre golf course and required the construction of a 100-foot right-of-way from U.S. Highway 1 to Old Dixie Highway. Finally, the resolution required all internal roadways for the development be private.
5. A minor amendment in Volusia County was approved in 2007 to increase the required buffer on Old Dixie Highway to 175 feet.
6. In 2012, a major amendment in Volusia County occurred that modified the requirement for standard dwelling units and allowed mobile/manufactured homes. As part of the approval, a hardened central clubhouse was required for the development for manufactured homes.
7. In 2015, the City of Ormond Beach was requested to become the utility provider for the development. The city consented and Ormond Beach required an annexation agreement that required annexation once the project became contiguous with the city boundaries.
8. Also, in 2015, a minor amendment was approved in Volusia County to include the option of constructing lakes and open space in-lieu of a golf course.
9. Construction started in 2016 for Plantation Oaks, Unit 2A, including the hardened clubhouse.
10. In 2019 as construction for Unit 2A was ending, Ormond Beach staff indicated a desire to commence annexation. Upon notification of the proposed annexation to Volusia County, city staff was notified by Volusia County staff through a letter that there was concern that annexation of the Plantation Oaks subdivision would create enclaves that are not allowed under state law. The Volusia County letter stated that annexation of the Plantation Oaks subdivision could be accomplished through an amendment to the North U.S. Highway 1 Interlocal Service Boundary Agreement. The Volusia County letter also stated that through the Interlocal Service Boundary Agreement that Ormond Beach would be responsible for the road maintenance of Plantation Oaks Boulevard.
11. Over time, the Plantation Oaks subdivision has acquired lands which are now part of the oversell subdivision. The proposed zoning map amendment would

incorporate all lands owned by Plantation Oaks and incorporate them into the Planned Residential Development utilizing the approved Volusia County development orders.

12. **The Planned Residential Development is seeking one change.** The change seeks to allow Phase 1 (669 lots) of the Plantation Oaks subdivision to delete the age-restriction that limits residents to 55 years of age and over. City staff coordinated with Volusia County schools regarding the proposed change. School Board stated,

“The School District does not have an objection to the release of deed restrictions for the requested 669 units of the original 1577 deed restricted units. The developer will need to pay impact fees on these 669 units as outlined in the original agreement. The 669 units in question will also now be subject to school concurrency review. The developer has submitted their application for Plantation Oaks Phase 1A which is the first 121 units of this section to be released from the age restrictions.”

All homes constructed within Phase 1 shall only be site built, single-family, standard dwellings on fee simple lots, with no manufactured or mobile homes allowed. The Phase 1 lots would be subject to Volusia County school concurrency.

The issue of the traffic impacts was discussed at the Planning Board. The National Gardens Development of Regional Impact was approved for 3,930 residential units, a middle school, and a golf course which projected 40,269 annual average daily trips. Over time, the entitlements within the Development of Regional Impact have been reduced through (1) land donation, (2) removal of the school site, and (3) removal of the golf course and restaurant. Within the City Commission agenda packet attachments is the analysis of the trip reduction from the 2002 and 2012 Plantation Oaks approval and overall trip reduction of the National Gardens Development of Regional Impact.

Planning Board review

The Planning Board reviewed the zoning map amendment and recommended approval of the zoning designation, incorporation of the Volusia County development order, and amendment to delete the age restriction in phase 1 of the Plantation Oaks project. As part of the Planning Board preparation, city staff received correspondence regarding the amendment and these are included in the City Commission packet.

There were multiple speakers on the zoning map amendment and key comments from the speakers are provided below:

- No additional development should occur on the loop. Concern with impacts to users of the loop and animals within this corridor.
- The amendment to delete the age restriction would result in higher traffic.
- The project should be preserved and Volusia Forever and Florida Forever could be possibilities.
- There has been too much development along the loop.
- The 175-foot buffer is a large natural buffer and greater than the Halifax

Plantation buffer of 50'.

- Single-family houses would provide a more stable tax base than manufactured housing.
- The existing age restriction should not be removed.
- Natural beauty of the loop is being taken away and can never be restored.
- Everything is negotiable and the project should be changed.
- Close off access onto Old Dixie Highway.
- Concerned about impacts to schools if the age restriction is removed.
- Concerned with impacts to on-site wetlands.
- There is no market for manufactured homes which has led to the request to delete the age restriction and allow only single-family houses.

The project developer stated:

- The Plantation Oaks Boulevard connection was designed to provide an access point off the Old Dixie Highway, including for hurricane evacuation.
- Current entitlements allow 1,577 residential units, either manufactured homes or silt built. Up to 20% can be non-age restricted.
- City knew what the zoning was through annexation.
- The project is not within a floodplain.
- Approximately 110 acres of wetlands exist with the only impacts for roadways.
- The density is low at 1.5 units per acre.
- Coordinated with Volusia County schools regarding school capacity - in addition to the school dedication and impact fees that have already occurred.
- A previous property owner dedicated 2,000 acres between Bulow and Tomoka state parks.
- Halifax Plantation has a 50-foot buffer and Plantation Oaks has a 175-foot buffer.
- Utilities are city water and sewer services and there are no septic tanks within the development.

Planning Board discussed the history of the project and fact that the zoning map amendment was based on annexation. The Board discussed there was no ability to alter what had previously been approved in Volusia County. Key Planning Board discussion points include:

- Key decision before the Planning Board was the amendment to delete the age restriction within Phase 1.
- Ormond Beach did not “give” anything to anyone. The zoning decisions were made by Volusia County.
- Old Dixie Highway/Beach Street is a Volusia County roadway with Volusia County issuing access permits.
- The provision of city utilities is positive versus allowing additional septic tanks.
- The debate about development has occurred often and there is limited ability to stop people moving to this area. Planning Board’s role is to develop in the best manner possible and meet the needs of the citizens.
- Liked the ability to provide site-built homes in phase 1 and a mixture of housing.

The Planning Board minutes are attached to the City Commission packet.

Since the Planning Board meeting, staff has been made aware of discussions of interested individuals and the developer to:

1. *Purchase 76 lots within the phase 1 development area between the Florida Power & Light easement and the 175' buffer area next to Old Dixie Highway.* There are two options under consideration for the purchase of the land area of the 76 lots. These options include (1) the buying of the lots and removing the 76 lots from development entitlements or (2) the shifting of lots within the Phase 1 project area to save the land area of the 76 lots next to the 175' buffer. City staff have been informed the Volusia County Council agenda for January 19, 2021, is scheduled to have a discussion on the concept of the purchase of the 76 lots abutting the 175' buffer along Old Dixie Highway.
2. *Require that the 175' buffer along Old Dixie Highway that was required with the Volusia County development be placed into a conservation easement.* The ordinance states, "The applicant shall, at the time the site plan or plat is approved, cause to be recorded in the public records of Volusia County, Florida, a conservation easement over the buffer along Old Dixie Highway measuring 175 feet in length as provided by the minor amendment that was approved by Volusia County as recorded in Official Records Book 6100 - 2020, inclusive, of the Public records of Volusia County, Florida."

Budget Impact

There is no direct budget impact as the result of this zoning map amendment request.

Citizen Impact

Citizen input is provided in the Planning Board minutes and correspondence received, which are attached to this item. The project's development orders have been approved by Volusia County and are required based upon annexation to be incorporated into Ormond Beach. The city development proposes to adopt the exact same development orders as exist in Volusia County. The City Commission shall need to act upon the request to delete the age restriction in the phase 1 development area.

Recommendation

During this item, questions have been raised regarding the ability to alter the Volusia County approvals. The City Attorney provided a review that is included in the City Commission packet. The review concludes that:

"Section 163.3239, Florida Statutes (see attached), provides that the 'burdens of the development agreement shall be binding upon ... all successors in interest to the parties to the agreement.' See also, Alachua County v. Florida Rock Industries, Inc., 834 So.2d 370 (Fla. 1st DCA 2003) (attached). Ormond Beach is the successor in interest to Volusia County and is therefore obligated to administer the terms, conditions, and entitlements of that development agreement. Ormond Beach is further

required by law to approve a comprehensive plan, land use, and zoning regulations for the subject property that is consistent with the development agreement that was approved by Volusia County.”

In summary, there is not an ability to alter the previously approved Volusia County development order as a successor to Volusia County.

The City Commission *does* have the ability to approve, approve with conditions, or deny the requested amendment to delete the age restrictions for the phase 1 of the subdivision.

It is recommended that the City Commission **APPROVE:**

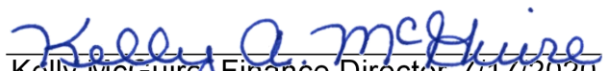
1. An Ormond Beach development order incorporating the existing Volusia County zoning approvals for the 1,577 residential unit Plantation Oaks subdivision based upon annexation,
2. An amendment to allow Phase 1 (669 lots) of the Plantation Oaks subdivision to delete the age-restriction that limits residents to 55 years of age and over. All homes constructed within Phase 1 shall only be site built, single-family, standard dwellings on fee simple lots, with no manufactured or mobile homes allowed. The Phase 1 lots would be subject to Volusia County school concurrency.

If there were a desire to deny the deletion of the age restriction associated with Phase 1, an amendment would need to be made to the attached ordinance.

Attachments:

- 21-03 Plantation Oaks Development Order (P20-0106G) (PDF)
- PO, DO (PDF)
- Exhibit A, Legal Description (PDF)
- Exhibit B, VC DO (PDF)
- Exhibit C, PO plan (PDF)
- 06.11.2020 - Plantation Oaks subdivision Zoning Map Amendment, PB Staff Report (PDF)
- City Attorney's correspondence regarding the Plantation Oaks Zoning Map Amendment (PDF)
- Traffic Analysis for Plantation Oaks and National Gardens DRI (PDF)
- Area of 76 lots under review by Volusia County for purchase (PDF)
- DRAFT, Planning Board minutes, Plantation Oaks Zoning map Amendment (PDF)
- After Planning Board Correspondence (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 7/17/2020


Claire Whitley, Assistant City Manager 7/21/2020

APPROVED BY:


Joyce A. Shanahan, City Manager 1/13/2021

ORDINANCE NO. 2021-03

AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A 1,577 RESIDENTIAL UNIT PLANNED RESIDENTIAL DEVELOPMENT KNOWN AS “PLANTATION OAKS” BASED UPON ANNEXATION AND INCORPORATING THE VOLUSIA COUNTY DEVELOPMENT ORDERS PREVIOUSLY APPROVED; AUTHORIZING AN AMENDMENT TO ALLOW PHASE 1 (669 LOTS) OF THE PLANTATION OAKS SUBDIVISION TO DELETE THE AGE-RESTRICTION THAT LIMITS RESIDENTS TO 55 YEARS OF AGE AND OVER AND REQUIRING THAT ALL HOMES CONSTRUCTED WITHIN PHASE 1 SHALL ONLY BE SITE BUILT, SINGLE-FAMILY, STANDARD DWELLINGS ON FEE SIMPLE LOTS, WITH NO MANUFACTURED OR MOBILE HOMES ALLOWED, SUBJECT TO VOLUSIA COUNTY SCHOOL CONCURRENCY; GENERALLY LOCATED ALONG THE EAST SIDE OF INTERSTATE 95, SOUTH OF HALIFAX PLANTATION SUBDIVISION, WEST OF OLD DIXIE HIGHWAY, AND NORTH OF U.S. HIGHWAY 1; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City of Ormond Beach has initiated this Ordinance for the issuance of a Development Order for a 1,577 residential unit Planned Residential Development known as “Plantation Oaks” based upon annexation to incorporate the Volusia County development orders previously approved by Volusia County and to authorize an amendment to allow Phase 1 (669 lots) of the Plantation Oaks subdivision to delete the age restriction that limits residents to 55 years of age and over and requiring that all homes constructed within Phase 1 shall only be site built, single-family, standard dwellings on fee simple lots, with no manufactured or mobile homes allowed, subject to Volusia County school concurrency, on approximately 1055.80 acres of real property generally located along the east

side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1, described and depicted in Exhibit “A” in the Planned Residential Development Order attached hereto and incorporated herein by reference, and

WHEREAS, by Resolution 2015-168 the City Commission on August 18, 2015 approved an annexation agreement to provide utilities to the Plantation Oaks subdivision, which is recorded in Official Records Book 7155, Pages 4437 through 4462, inclusive, of the Public Records of Volusia County, Florida. The subdivision was not contiguous to the city boundary and could not be annexed in 2015, and

WHEREAS, by Ordinances 2019-30 and 2020-16 the City Commission on October 1, 2019 and May 26, 2020 approved the annexation of the Plantation Oaks subdivision, which is recorded in Official Records Book 7760, Pages 3724 through 3743, inclusive, and Official Records Book 7858, Pages 2205 through 2223, inclusive, respectively of the Public Records of Volusia County, Florida, and

WHEREAS, as the result of annexation, the City of Ormond Beach has initiated this Ordinance which rezones privately-owned real property generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1 described and depicted in Exhibit “A” attached hereto and incorporated herein by reference, and

WHEREAS, the property to be rezoned consists of approximately 1055.80 acres of real property generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1 and is zoned Volusia

County Plantation Oaks of Ormond Beach Planned Unit Development (RPUD), Volusia County RR (Rural Residential), Volusia County R-3 (Urban Single Family Residential), Volusia County R-4 (Urban Single Family Residential) and Volusia County R-5 (Urban Single Family Residential), and

WHEREAS, by Resolution 1986-192 the Volusia County Council on December 30, 1986 approved the National Gardens Development of Regional Impact, and authorized the execution of a Development Agreement therefor, which is recorded in Official Records Book 2934, Pages 979 through 995, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 1998-108 the Volusia County Council on June 25, 1998, approved the National Gardens First Development of Regional Impact amendment, which is recorded in Official Records Book 4351, Pages 3321 through 3323, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2000-72 the Volusia County Council on April 13, 2000 approved the National Gardens Second Development of Regional Impact amendment, and

WHEREAS, by Resolution 2001-229 the Volusia County Council on December 6, 2001 approved the National Gardens Third Development of Regional Impact amendment, which is recorded in Official Records Book 4976, Pages 3426 through 3432, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2002-197 the Volusia County Council on November 21, 2002 approved the National Gardens Fourth Development of Regional Impact amendment, which is recorded in Official Records Book 4976, Pages 3433 through 3438, inclusive, of the

Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2004-229 the Volusia County Council on November 11, 2004 approved the National Gardens Fifth Development of Regional Impact amendment, which is recorded in Official Records Book 5440, Pages 929 through 942, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2012-37 the Volusia County Council on February 9, 2012 approved the National Gardens Sixth Development of Regional Impact amendment, which is recorded in Official Records Book 6683, Pages 509 through 514, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2002-199 the Volusia County Council on November 21, 2002 approved the Plantation Oaks Planned Residential Unit Development, and authorized the execution of a Development Agreement therefor, which is recorded in Official Records Book 4988, Pages 140 through 211, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on August 9, 2006 for the Plantation Oaks Planned Residential Unit Development, and authorized a utility service agreement therefor, which is recorded in Official Records Book 6281 Pages 3136 through 3161, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on July 18, 2007 for the Plantation Oaks Planned Residential Unit Development, and required an increase to the required buffer along Old Dixie Highway to 175 feet, which is recorded in Official Records Book 6100 Pages 2016 through 2020, inclusive, of the Public Records of Volusia County,

Florida, and

WHEREAS, a Volusia County minor amendment was approved on August 12, 2008 for the Plantation Oaks Planned Residential Unit Development, to update the project construction phasing and schedule, which is recorded in Official Records Book 6268 Page 3768, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on September 23, 2009 for the Plantation Oaks Planned Residential Unit Development, to relocate the regional wastewater plant and relocate twelve units from unit 1A to unit 2, which is recorded in Official Records Book 6407 Pages 456 through 477, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2012-24 the Volusia County Council on January 19, 2012 approved an amendment for the Plantation Oaks Planned Residential Unit Development, to allow manufactured homes, which is recorded in Official Records Book 6674 Pages 2025 through 2069, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on December 4, 2015 for the Plantation Oaks Planned Residential Unit Development, to revise the project phasing schedule and identify the City of Ormond Beach as the utility provider, which is recorded in Official Records Book 7201 Pages 1720 through 1753, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on July 15, 2016 for the Plantation Oaks Planned Residential Unit Development, to provide an alternate school

site and pre-pay school impact fees for the entire project, which is recorded in Official Records Book 7285 Pages 4169 through 4175, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on August 17, 2018 for the Plantation Oaks Planned Residential Unit Development, for miscellaneous amendments including signage and irrigation, which is recorded in Official Records Book 7610 Pages 240 through 250, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on January 10, 2019 for the Plantation Oaks Planned Residential Unit Development, for miscellaneous amendments including median planting plan and lot planting requirements, which is recorded in Official Records Book 7644 Pages 2820 through 2831, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, the Property has been rezoned from Volusia County Plantation Oaks of Ormond Beach Planned Unit Development (RPUD), Volusia County RR (Rural Residential), Volusia County R-3 (Urban Single Family Residential), Volusia County R-4 (Urban Single Family Residential) and Volusia County R-5 (Urban Single Family Residential) to City of Ormond Beach PRD (Planned Residential Development), and

WHEREAS, the Planning Board held a public hearing in accordance with Section 1-15D of the *Land Development Code*, following which it recommended the approval of the application for the Development Order associated with Planned Business Development zoning designation, and

WHEREAS, the City Commission has held a public hearing in accordance with Section 166.041(3)(c)(1), *Florida Statutes* and has considered the following:

- (1) The report and recommendations of the Planning Board;
- (2) The testimony of the City's planning staff, the Applicant, expert witnesses, persons that may be affected as a result of the application, and documentary evidence pertaining thereto, if any, and

WHEREAS, the City Commission further finds that with respect to the application for the issuance of a Development Order for a Planned Business Development, that there is competent substantial evidence to support the following:

- (1) The proposed land use conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the PRD, Planned Residential Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;
- (2) The proposed development is consistent with the *Comprehensive Plan*;
- (3) The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;
- (4) The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;
- (5) There are adequate 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, as proposed;

- (6) Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe, as proposed;
- (7) The proposed development is functional in the use of space and aesthetically acceptable;
- (8) The proposed development provides for the safety of occupants and visitors;
- (9) The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area; and
- (10) The testimony provided at public hearings, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The Mayor and the City Manager are authorized and directed to execute and issue the attached Development Order for the 1,577 residential unit Planned Residential Development known as “Plantation Oaks” based upon annexation to incorporate the Volusia County development orders previously approved by Volusia County, on approximately 1055.80 acres of real property generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1, (the “Property”). The Volusia County development orders previously approved are shown, described, and depicted in Exhibit “B” attached hereto and incorporated herein by reference.

SECTION TWO. The amendment to allow Phase 1 (669 lots) of the Plantation Oaks subdivision to delete the age restriction that limits residents to 55 years of age and over and requiring that all homes constructed within Phase 1 shall only be site built, single-family, standard dwellings on fee simple lots, with no manufactured or mobile homes allowed, subject to Volusia County school concurrency, depicted in Exhibit “C” attached hereto and incorporated herein by reference is hereby granted.

SECTION THREE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION FOUR. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission this 19th day of January, 2021.

PASSED UPON at the second reading of the City Commission this 2nd day of February, 2021.

BILL PARTINGTON
Mayor

ATTEST:

COLBY CILENTO
City Clerk

**BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH**

IN RE:	Application of:	City of Ormond Beach, a Florida municipal corporation
	Application No.	2020-022
	Project Name:	Plantation Oaks
	Property Location:	Generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1

PLANNED RESIDENTIAL DEVELOPMENT DEVELOPMENT ORDER

This matter having come on for public hearing before the City Commission of the City of Ormond Beach, Florida, on January 19, 2021 and February 2, 2021, and the City Commission having considered those items as required by 1-18(d) of the *Land Development Code*, and having heard testimony and evidence from all affected persons, the City Commission hereby finds that:

1. The proposed development conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the PRD, Planned Residential Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;
2. The proposed development is consistent with the *Comprehensive Plan*;
3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;
4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

5. There are adequate 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, as amended;

6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe, as amended;

7. The proposed development is functional in the use of space and aesthetically acceptable;

8. The proposed development provides for the safety of occupants and visitors;

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area; and

Thereupon and in consideration thereof, the City Commission hereby orders

that:

A. This City of Ormond Beach initiated application for a Development Order for a Planned Residential Development of known as "Plantation Oaks Subdivision" 1,577 residential units, based upon annexation, to incorporate the Volusia County development orders previously approved by Volusia County on 1055.80 acres of real property generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1 legally described and depicted in Exhibit "A" attached hereto and incorporated herein by reference, is hereby granted, subject to the following previously approved Volusia County development orders:

1. Resolution 2002-199, the Volusia County Council on November 21, 2002 approved the Plantation Oaks Planned Residential Unit Development, and authorized the execution of a Development Agreement therefor, which is recorded in Official Records Book 4988, Pages 140 through 211, inclusive, of the Public Records of Volusia County, Florida;

2. Volusia County minor amendment was approved on August 9, 2006 for the Plantation Oaks Planned Residential Unit Development, and authorized a utility service agreement therefor, which is recorded in Official Records Book 6281 Pages 3136 through 3161, inclusive, of the Public Records of Volusia County, Florida;

3. Volusia County minor amendment was approved on July 18, 2007 for the Plantation Oaks Planned Residential Unit Development, and required an increase to the required buffer along Old Dixie Highway to 175 feet, which is recorded in Official Records Book 6100 Pages 2016 through 2020, inclusive, of the Public Records of Volusia County, Florida;

4. Volusia County minor amendment was approved on August 12, 2008 for the Plantation Oaks Planned Residential Unit Development, to update the project construction phasing and schedule, which is recorded in Official Records Book 6268 Page 3768, of the Public Records of Volusia County, Florida;

5. Volusia County minor amendment was approved on September 23, 2009 for the Plantation Oaks Planned Residential Unit Development, to relocate the regional wastewater plat and relocate twelve units from unit 1A to unit 2, which is recorded in Official Records Book 6407 Pages 456 through 477, inclusive, of the Public Records of Volusia County, Florida;

6. Resolution 2012-24, the Volusia County Council on January 19, 2012 approved an amendment for the Plantation Oaks Planned Residential Unit Development, to allow manufactured homes, which is recorded in Official Records Book 6674 Pages 2025 through 2069, inclusive, of the Public Records of Volusia County, Florida;

7. Volusia County minor amendment was approved on December 4, 2015 for the Plantation Oaks Planned Residential Unit Development, to revise the project phasing schedule and identify the City of Ormond Beach as the utility provider, which is recorded in Official Records Book 7201 Pages 1720 through 1753, inclusive, of the Public Records of Volusia County, Florida;

8. Volusia County minor amendment was approved on July 15, 2016 for the Plantation Oaks Planned Residential Unit Development, to provide an alternate school site and pre-pay school impact fees for the entire project, which is recorded in Official Records Book 7285 Pages 4169 through 4175, inclusive, of the Public Records of Volusia County, Florida.

9. Volusia County minor amendment was approved on August 17, 2018 for the Plantation Oaks Planned Residential Unit Development, for miscellaneous amendments including signage and irrigation, which is recorded in Official Records Book 7610 Pages 240 through 250, inclusive, of the Public Records of Volusia County, Florida; and

10. Volusia County minor amendment was approved on January 10, 2019 for the Plantation Oaks Planned Residential Unit Development, for miscellaneous amendments including median planting plan and lot planting requirements, which is recorded in Official Records Book 7644 Pages 2820 through 2831, inclusive, of the Public Records of Volusia County, Florida.

11. The applicant shall, at the time the site plan or plat is approved, cause to be recorded in the public records of Volusia County, Florida, a conservation easement over the buffer along Old Dixie Highway measuring 175 feet in length as provided by the minor amendment that was approved by Volusia County as recorded in Official Records Book 6100-2020, inclusive, of the Public Records of Volusia County, Florida.

B. The final plans for the development project shall be consistent with all the conditions listed in this Development Order, incorporating the approved Volusia County development orders, and as depicted in the plans that are attached hereto and incorporated herein by reference as Exhibit “B”.

C. No material change shall be made to the final plan for the development project without further review by the Planning Board and approval by the City Commission in accordance with the procedures for the approval or modification of development orders.

D. The amendment to allow Phase 1 (669 lots) of the Plantation Oaks subdivision to delete the age restriction that limits residents to 55 years of age and over and requiring that all homes constructed within Phase 1 shall only be site built, single-family, standard dwellings on fee simple lots, with no manufactured or mobile homes allowed, subject to Volusia County school concurrency, is hereby granted.

E. All site construction activity shall be performed in strict compliance with the terms and conditions of this Planned Residential Development Order approved for this development project, and of the *Land Development Code*.

F. Any amendment of the conditions contained in this Development Order shall be consistent with the provisions of this Development Order for Planned Residential Development amendment contained in the *Land Development Code*.

G. This Development Order shall be recorded in the public records of Volusia County, Florida, at the expense of the City of Ormond Beach, a Florida municipal corporation, and shall be binding upon the property owners, and its successors and assigns, and shall run with the real property described in Exhibit "A" attached hereto.

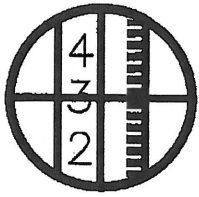
ORDERED this 2nd day of February, 2021.

CITY COMMISSION
CITY OF ORMOND BEACH, a Florida
municipal corporation

By: _____
BILL PARTINGTON
Mayor

(CITY SEAL)

Attest: _____
JOYCE A. SHANAHAN
City Manager



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

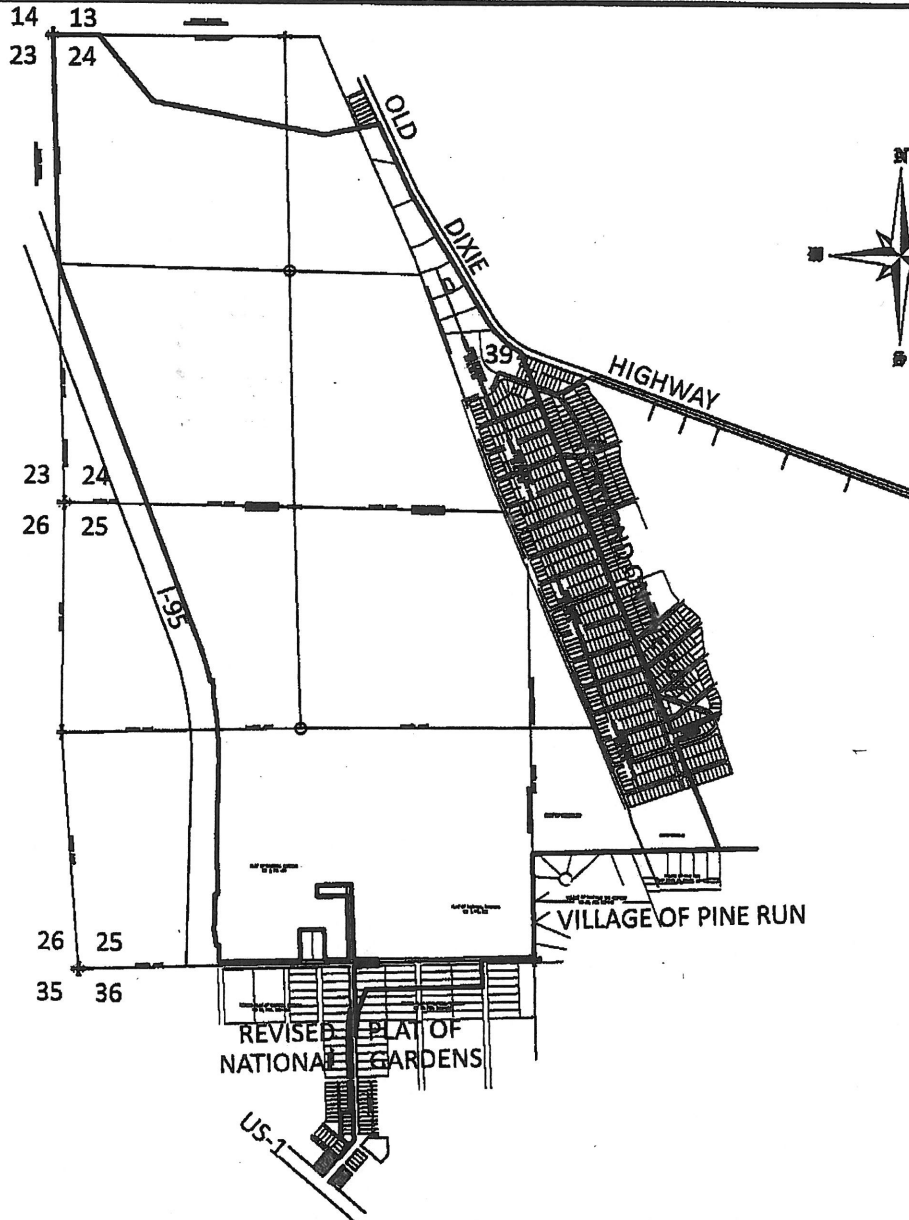
3921 NOVA ROAD

PORT ORANGE, FL. 32127

(386) 781-5385

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SKETCH OF DESCRIPTION ONLY
THIS IS NOT A BOUNDARY SURVEY

FOR: PLANTATION OAKS OF ORMOND BEACH, LLC
AND PLANTATION OAKS OF ORMOND BEACH II, LLC

DESCRIPTION: SEE SHEETS 2 & 3 OF 4

JOB #17-0391

SCALE: 1"=2000'

FIELD BOOK:

PAGE:

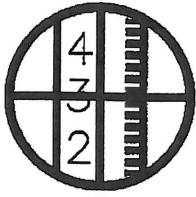
ABBREVIATIONS

(P)	PLATTED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
ID	IDENTIFICATION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
CL	CENTERLINE
D	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 1 OF 4

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

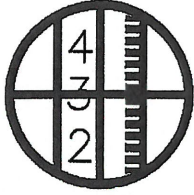
3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385

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LEGAL DESCRIPTION:

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND PART OF SECTION 30, TOWNSHIP 13 SOUTH RANGE 32 EAST, AND PART OF THE JOHN ADDISON GRANT LYING IN SECTION 40, TOWNSHIP 13 SOUTH, RANGE 32 EAST, PART OF ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 42 THROUGH 59, INCLUSIVE, PART OF ORMOND ON THE BAY SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGES 68 THROUGH 72, PART OF NATIONAL GARDENS, ACCORDING TO THE MAP THEREOF AS RECORDED IN MAP BOOK 7, PAGE 108, PART OF NATIONAL GARDENS, ACCORDING TO THE MAP THEREOF AS RECORDED IN MAP BOOK 11, PAGES 1 THROUGH 5, INCLUSIVE, AND PART OF THE REVISED PLAT OF NATIONAL GARDENS AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 24, TOWNSHIP 13 SOUTH RANGE 31 EAST, THENCE S89°57'37"E ALONG THE NORTH LINE OF SECTION 24 A DISTANCE OF 530.94 FEET; THENCE S39°18'33"E DEPARTING SAID SECTION LINE A DISTANCE OF 970.33 FEET; THENCE S79°15'13"E A DISTANCE OF 1984.77 FEET; THENCE N78°39'47"E A DISTANCE OF 641.29 FEET TO THE WESTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY; THENCE S24°59'47"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 879.74 FEET; THENCE S30°58'22"E CONTINUING ALONG SAID RIGHT OF WAY A DISTANCE OF 1855.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID RIGHT OF WAY HAVING A CENTRAL ANGLE OF 30°03'15", A RADIUS OF 1040.00 FEET, FOR AN ARC LENGTH OF 545.52 FEET; THENCE S21°49'13"E DEPARTING SAID RIGHT OF WAY LINE A DISTANCE OF 1426.20 FEET; THENCE S22°16'55"E A DISTANCE OF 3230.17 FEET; THENCE N67°40'20"E A DISTANCE OF 584.17 FEET; THENCE S61°20'15"W A DISTANCE OF 453.17 FEET; THENCE N86°20'15"E A DISTANCE OF 156.23 FEET; THENCE S67°40'20"W A DISTANCE OF 281.86 FEET; THENCE S22°16'55"E A DISTANCE OF 1337.51 FEET TO A POINT ON THE NORTH LINE OF THE VILLAGE OF PINE RUN, AS RECORDED IN MAP BOOK 35, PAGES 40 THROUGH 45, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S88°08'55"W ALONG THE SAID NORTH LINE AND ITS WESTERLY PROJECTION A DISTANCE OF 2134.80 FEET TO THE NORTHWEST CORNER OF THE VILLAGE OF PINE RUN 2ND ADDITION, AS RECORDED IN MAP BOOK 35, PAGES 148 AND 149, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S01°17'28"E ALONG THE WEST LINE OF THE VILLAGE OF PINE RUN, 2ND ADDITION, A DISTANCE OF 1198.65 FEET TO THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AFORESAID; THENCE S88°22'40"W ALONG THE SOUTH LINE OF SAID SECTION 25 A DISTANCE OF 587.30 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST RIGHT OF WAY LINE OF MANTANZAS STREET AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S02°05'06"E ALONG THE SAID WEST RIGHT OF WAY A DISTANCE OF 298.90 FEET TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 3, REVISED PLAT OF NATIONAL GARDENS, AFORESAID; THENCE S87°58'56"W ALONG THE SOUTH LINE OF SAID LOT 3, BLOCK 3 AND ALONG THE SOUTH LINE OF LOT 3, BLOCK 4, LOT 3, BLOCK 5 AND LOT 3, BLOCK 6, A DISTANCE OF 1307.40 FEET; THENCE S24°47'41"W DEPARTING SAID SOUTH LOT LINE, A DISTANCE OF 31.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 26°52'48", A RADIUS OF 1096.00 FEET, A CHORD BEARING OF S11°21'17"W, FOR AN ARC LENGTH OF 514.18 FEET, SAID POINT BEING ON THE EAST RIGHT OF WAY OF HAMMOND STREET, AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, AFORESAID, SAID POINT ALSO BEING THE POINT OF COMMENCEMENT FOR PARCEL 2 OF THIS DESCRIPTION; THENCE N02°05'06"W ALONG THE SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 792.50 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, AS SHOWN ON THE AFORESAID REVISED PLAT OF NATIONAL GARDENS; THENCE N88°22'40"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 287.31 FEET; THENCE N01°16'57"W A DISTANCE OF 80.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF PENNSYLVANIA AVENUE AS SHOWN ON THE PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 7, PAGE 108, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S88°22'40"W ALONG THE NORTH RIGHT OF WAY LINE, A DISTANCE OF 268.26 FEET TO THE EAST RIGHT OF WAY LINE OF HAMMOND AVENUE, SAID PLAT OF NATIONAL GARDENS; THENCE N02°05'06"W ALONG THE EAST RIGHT OF WAY LINE, A DISTANCE OF 855.40 FEET; THENCE S88°22'40"W ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 9, BLOCK 172, SAID PLAT OF NATIONAL GARDENS, A DISTANCE OF 405.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE S02°05'06"E ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 126.20 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE N88°22'40"E ALONG THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 345.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HAMMOND AVENUE, AFORESAID; THENCE S02°05'06"E ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 728.20 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF PENNSYLVANIA AVENUE, AFORESAID; THENCE S88°22'40"W ALONG THE SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 276.00 FEET TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 172, PLAT OF NATIONAL GARDENS, AFORESAID; THENCE N02°05'06"W ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 350.60 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE S88°22'40"W ALONG THE NORTH LINE OF SAID LOT 3 AND LOT 2, A DISTANCE OF 276.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2, THENCE S02°05'06"E ALONG THE WEST LINE IF SAID LOT 2, A DISTANCE OF 350.60 FEET TO THE NORTH RIGHT OF WAY OF PENNSYLVANIA AVENUE, AFORESAID; THENCE S88°22'40"W ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 927.11 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF INTERSTATE HIGHWAY 1-95; THENCE NORTHERLY ALONG THE EASTERLY LINE OF INTERSTATE 1-95 THE FOLLOWING COURSES AND DISTANCES, N17°17'31"W A DISTANCE OF 6.79 FEET; N01°39'54"W A DISTANCE OF 181.15 FEET; S88°20'06"W A DISTANCE OF 30.00 FEET; N08°19'09"W A DISTANCE OF 176.50 FEET; N01°08'35"E A DISTANCE OF 417.56 FEET; N88°20'06"E A DISTANCE OF 30.00 FEET N01°39'54"W A DISTANCE OF 611.55 FEET; N01°08'35"E A DISTANCE OF 849.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11°34'37", A RADIUS OF 3969.83 FEET, A CHORD BEARING OF N04°38'44"W, FOR AN ARC LENGTH OF 802.13 FEET; THENCE N01°39'54"W A DISTANCE OF 189.89 FEET; THENCE S88°20'06"W DISTANCE OF 30.00 FEET; TO A POINT ON A CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07°50'06", A RADIUS OF 3969.83 FEET, A CHORD BEARING OF N16°50'30"W, FOR AN ARC LENGTH OF 542.86 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N20°45'33"W A DISTANCE OF 4504.55 FEET TO A POINT ON THE WEST LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE DEPARTING THE EASTERLY LINE OF INTERSTATE 1-95, N01°50'18"W ALONG THE WEST LINE OF SECTION 24 A DISTANCE OF 2620.50 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM LOT 9, BLOCK 192, LOTS 13 AND 15, BLOCK 195, LOTS 11 AND 12, BLOCK 196, LOT 18, BLOCK 200, ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 42 THROUGH 59, INCLUSIVE, AND LOT 13, BLOCK 217, ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 68 THROUGH 72, INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, AND CONTAINING 45,681,566.26 SQ. FEET OR 1,048.70 ACRES MORE OR LESS (CONTINUED ON SHEET 3 OF 4)

**SLIGER & ASSOCIATES, INC.**

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

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LEGAL DESCRIPTION: (CONTINUED FROM SHEET 2 OF 4)

TOGETHER WITH

PARCEL 2

FROM THE POINT OF COMMENCEMENT OF PARCEL 2 AS DESCRIBED IN THE ABOVE PARCEL 1 DESCRIPTION; THENCE S87°54'30"W, 100.00 FEET TO THE POINT OF BEGINNING OF PARCEL 2 AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1,196.00 FEET AND CENTRAL ANGLE OF 14°51'36" WITH A CHORD BEARING N05°20'42"E 309.32 FEET; THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 310.19 FEET TO A POINT ON THE EAST LINE OF LOT 6, BLOCK 7, SAID POINT ALSO LYING ON THE WEST RIGHT OF WAY LINE OF HAMMOND STREET, A 60.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID WEST RIGHT OF WAY LINE, S02°05'06"E, 776.05 FEET TO THE NORTH RIGHT OF WAY LINE OF INDIANA AVENUE, A 60.00 FOOT PUBLIC RIGHT OF WAY, AND THE SOUTHEAST CORNER OF LOT 7, BLOCK 21, SAID REVISED PLAT OF NATIONAL GARDENS, SAID POINT ALSO BEING THE POINT OF COMMENCEMENT OF PARCEL 3; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF INDIANA AVENUE, S87°58'51"W, 40.00 FEET; THENCE N02°05'06"W, 469.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 26,979 SQ. FT. OR 0.62 ACRES, MORE OR LESS.

TOGETHER WITH

PARCEL 3

FROM THE POINT OF COMMENCEMENT OF PARCEL 3 AS DESCRIBED IN THE ABOVE PARCEL 2 DESCRIPTION; THENCE ALONG THE WEST RIGHT OF WAY LINE OF HAMMOND STREET, A 60.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, S02°05'06"E, 60.00 FEET TO THE NORTHEAST CORNER OF LOT 1 BLOCK 34, SAID POINT ALSO LYING ON THE SOUTH RIGHT OF WAY LINE OF INDIANA AVENUE, A 60.00 FOOT PUBLIC RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS AND THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY OF HAMMOND STREET, S02°05'06"E, 669.32 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF BROADWAY AVENUE, A 100.00 FOOT PUBLIC RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, S40°14'32"W, 91.23 FEET TO THE SOUTHEAST CORNER OF LOT 13, BLOCK 34, SAID POINT ALSO BEING THE NORTH RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY AS SHOWN ON SAID REVISED PLAT OF NATIONAL GARDENS AND SAID POINT BEING THE POINT OF COMMENCEMENT FOR PARCEL 4; THENCE ALONG THE SOUTH LINE OF SAID LOT 13 AND THE NORTH RIGHT OF WAY LINE OF SAID ALLEY, N49°46'30"W, 119.77 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13 AND THE EAST RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY AS SHOWN ON SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG SAID EAST RIGHT OF WAY LINE AND THE WEST LINE OF LOTS 13, 12, 11, 10, 9, AND 8, BLOCK 34, N02°05'06"W, 306.32 FEET TO THE NORTHWEST CORNER OF SAID LOT 8, BLOCK 34; THENCE ALONG THE NORTH LINE OF SAID LOT 8, BLOCK 34, N87°58'51"E, 110.00 FEET; THENCE DEPARTING SAID NORTH LINE OF LOT 8, N02°05'06"W, 350.00 FEET TO SAID SOUTH RIGHT OF WAY LINE OF INDIANA AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, N87°58'51"E, 40.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 66,386 SQ. FT. OR 1.52 ACRES, MORE OR LESS.

TOGETHER WITH

PARCEL 4

FROM THE POINT OF COMMENCEMENT OF PARCEL 4 AS DESCRIBED IN THE ABOVE PARCEL 3 DESCRIPTION; THENCE S40°14'32"W, 15.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF LOT 14, BLOCK 34 AND SAID POINT ALSO LYING ON THE NORTHWESTERLY RIGHT OF WAY LINE OF BROADWAY AVENUE, A 100.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, S40°14'32"W, 150.00 FEET TO THE SOUTHEAST CORNER OF LOT 16, BLOCK 34, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 16, N49°46'18"W, 2.74 FEET TO THE BEGINNING OF A NON TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 663.95 FEET AND CENTRAL ANGLE OF 13°15'15" WITH A CHORD BEARING N28°24'47"E, 153.25 FEET; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 153.59 FEET TO THE NORTHERLY LINE OF SAID LOT 14, BLOCK 34 AND THE SOUTHERLY RIGHT OF WAY LINE OF SAID 15.00 FOOT ALLEY; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 14 AND THE SOUTHERLY LINE OF SAID ALLEY, S49°46'18"E, 34.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,313 SQ. FT. OR 0.05 ACRES, MORE OR LESS.



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

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SURVEYORS NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE ASSUMED WITH THE BEARING ON THE NORTH LINE OF SECTION 24 BEING S89°57'37E.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. ELEVATIONS REFER TO N.G.V.D. OF 1929, PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION MONUMENT 79-78-A36 HAVING A PUBLISHED ELEVATION OF 17.10 FEET.
6. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE "X", "AH" AND "A". THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. MAP NOS. 12127C0182J, 12127C0184J, 12127C0201H & 12127C0203J. MAP EFFECTIVE DATE: FEBRUARY 19, 2014. APPROXIMATE SCALE: 1"=1000'.
7. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
8. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.
9. LIST OF LOTS (NOT VACATED) THAT ARE BI-SECTED BY THE EAST PROPERTY LINE OF THIS SKETCH OF DESCRIPTION:
ORMOND ON THE BAY, OAKWOOD PARK SECTION - PART ONE: LOTS 9 & 10, BLOCK 182; LOTS 10 & 13, BLOCK 180; LOTS 1 THRU 20, BLOCK 179; LOT 1, BLOCK 178; LOTS 2 & 3, BLOCK 187; LOTS 17 & 18, BLOCK 174
ORMOND ON THE BAY, OAKWOOD PARK SECTION - PART SIX: LOTS 17 & 18, BLOCK 173; LOTS 18 THRU 22, BLOCK 191
ORMOND ON THE BAY, OAKWOOD PARK SECTION - PART FOUR: LOTS LOTS 3 & 4, THE NORTH 1/2 OF LOT 5, LOTS 24, 25, & 26, BLOCK 203

REFERENCE:

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF	PLANTATION OAKS OF ORMOND BEACH, LLC	5-22-18	17-0391
DESCRIPTION	PLANTATION OAKS OF ORMOND BEACH II, LLC		
NOT CERTIFIED	TO ANY ENTITIES AND/OR INDIVIDUALS OTHER	THAN THOSE LISTED ABOVE.	

SHEET 4 OF 4

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR: PLANTATION OAKS OF ORMOND BEACH, LLC AND PLANTATION OAKS OF ORMOND BEACH II, LLC

	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION	5-22-18	17-0391		DH	JZ
BOUNDARY SURVEY					
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J.E. ZAPERT, P.L.S. NO. 4046
STEVEN T. KRUGER, P.L.S. NO. 4722
C.O. VAN KLEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6208

LEGAL DESCRIPTION

LOT 9, BLOCK 192, AS PLATTED IN THE ORMOND ON THE BAY OAKWOOD PARK SECTION, PART-TWO, MAP BOOK 11, PAGE 53, OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF PLANTATION OAKS BLVD (A 100 FOOT RIGHT-OF-WAY) AS PLATTED IN THE PLAT OF PLANTATION OAKS OF ORMOND BEACH-UNIT 1, MAP BOOK 59, PAGES 138-154, OFFICIAL RECORDS OF VOLUSIA COUNTY FLORIDA, AND THE WESTERLY LINE OF OLD DIXIE HIGHWAY (A 80 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND OCCUPIED); RUN THENCE S43°35'41"W ALONG SAID CENTERLINE A DISTANCE OF 253.89 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING CHORD BEARING OF S42°37'37"W, A CHORD DISTANCE OF 84.44 FEET, A RADIUS OF 2500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 84.45 FEET; THENCE DEPARTING SAID ARC, RUN S21°52'33"E A DISTANCE OF 2892.43 FEET TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF SAID LOT 9, SAID POINT ALSO KNOW AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE S21°52'33"E A DISTANCE OF 130.00 FEET: THENCE S68°07'05"W A DISTANCE OF 50.00 FEET; THENCE N21°52'33"W A DISTANCE OF 130.00 FEET; THENCE N68°07'05"E A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 6,500 SQ. FT. OR 0.15 AC. MORE OR LESS

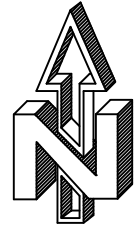
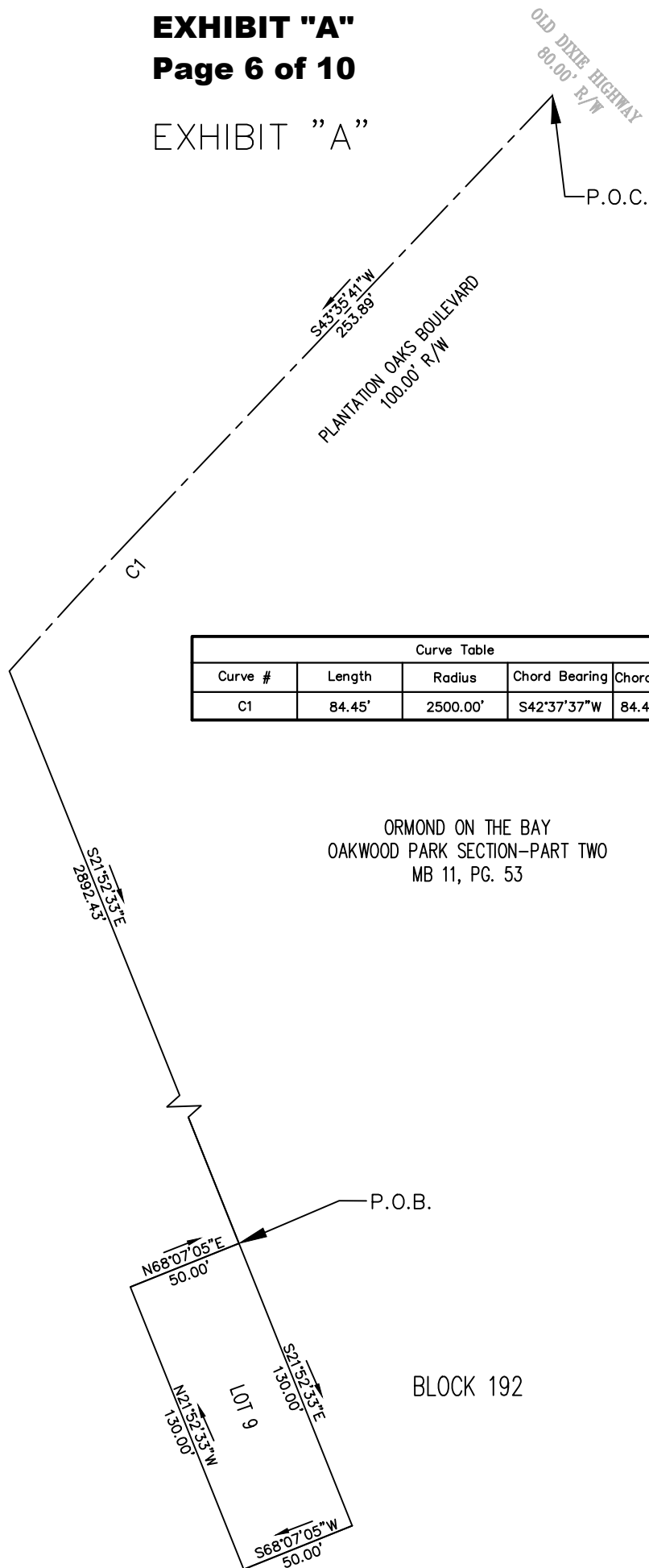
SEE EXHIBIT "A" FOR SKETCH OF DESCRIPTION

EXHIBIT "A"

Page 6 of 10

8.B.c

EXHIBIT "A"



Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord Distance
C1	84.45'	2500.00'	S42°37'37"W	84.44'

ORMOND ON THE BAY
OAKWOOD PARK SECTION-PART TWO
MB 11, PG. 53

EXHIBIT "A"
Page 7 of 10

8.B.c

LEGAL DESCRIPTION

LOT 15, BLOCK 195, AS PLATTED IN THE ORMOND ON THE BAY OAKWOOD PARK SECTION, PART-TWO, MAP BOOK 11, PAGE 53, OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF PLANTATION OAKS BLVD (A 100 FOOT RIGHT-OF-WAY) AS PLATTED IN THE PLAT OF PLANTATION OAKS OF ORMOND BEACH-UNIT 1, MAP BOOK 59, PAGES 138-154, OFFICIAL RECORDS OF VOLUSIA COUNTY FLORIDA, AND THE WESTERLY LINE OF OLD DIXIE HIGHWAY (A 80 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND OCCUPIED); RUN THENCE S43°35'41"W SAID CENTERLINE A DISTANCE OF 253.89 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING CHORD BEARING OF S38°17'08"W, A CHORD DISTANCE OF 462.63 FEET, A RADIUS OF 2500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 463.30 FEET; THENCE DEPARTING SAID ARC, RUN THENCE S21°52'33"E A DISTANCE OF 1918.59 FEET TO A POINT OF INTERSECTION WITH THE NORTHWEST CORNER OF SAID LOT 15, SAID POINT ALSO KNOW AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE S21°52'33"E A DISTANCE OF 50.00 FEET; THENCE N68°07'27"E A DISTANCE OF 125.00 FEET; THENCE N21°52'33"W A DISTANCE OF 50.00 FEET; THENCE S68°07'27"W A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING.

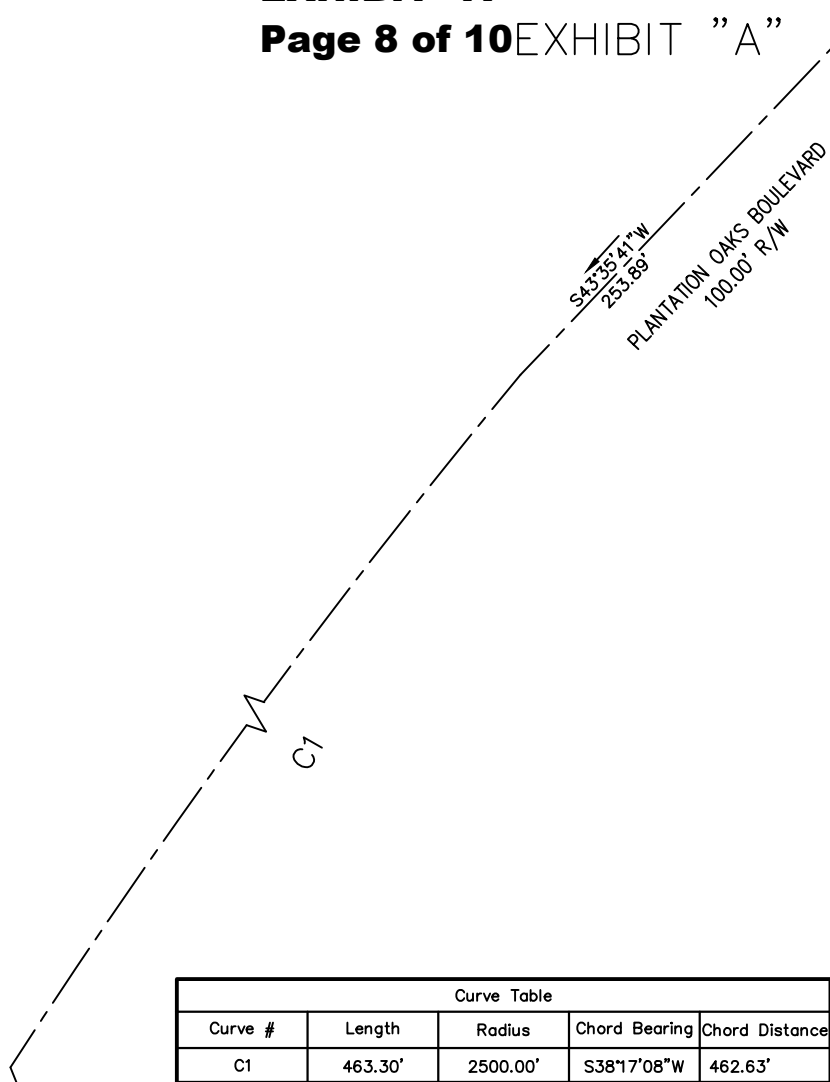
SAID PARCEL CONTAINING 6,250 SQ.FT. OR 0.14 AC. MORE OR LESS

SEE EXHIBIT "A" FOR SKETCH OF DESCRIPTION

Page 8 of 10EXHIBIT "A"

OLD DIXIE HIGHWAY
80.00' R/W

—P.O.C.



Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord Distance
C1	463.30'	2500.00'	S38°17'08"W	462.63'

ORMOND ON THE BAY
OAKWOOD PARK SECTION—PART TWO
MB 11, PG. 53

BLOCK 195

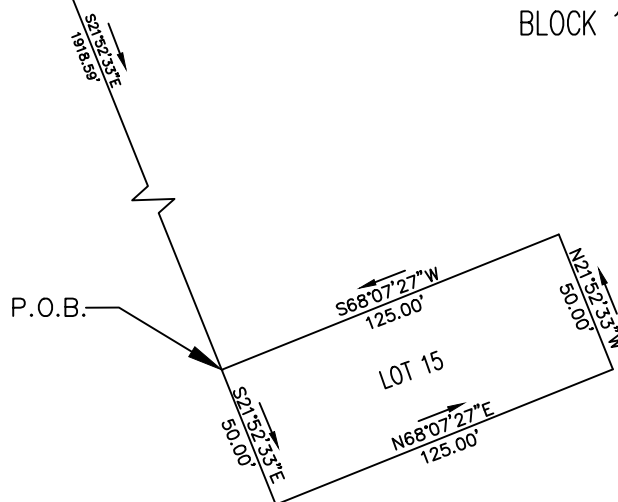


EXHIBIT "A"
Page 9 of 10

8.B.c

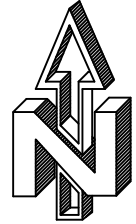
LEGAL DESCRIPTION

LOT 18, BLOCK 200, AS PLATTED IN THE ORMOND ON THE BAY OAKWOOD PARK SECTION, PART-THREE, MAP BOOK 11, PAGE 54, OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF PLANTATION OAKS BLVD (A 100 FOOT RIGHT-OF-WAY) AS PLATTED IN THE PLAT OF PLANTATION OAKS OF ORMOND BEACH-UNIT 1, MAP BOOK 59, PAGES 138-154, OFFICIAL RECORDS OF VOLUSIA COUNTY FLORIDA, AND THE WESTERLY LINE OF OLD DIXIE HIGHWAY (A 80 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND OCCUPIED); RUN THENCE S43°35'41"W ALONG SAID CENTERLINE A DISTANCE OF 253.89 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING CHORD BEARING OF S40°40'20"W, A CHORD DISTANCE OF 254.92 FEET, A RADIUS OF 2500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 255.03 FEET; THENCE DEPARTING SAID ARC, RUN S21°52'33"E A DISTANCE OF 1096.26 FEET TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF SAID LOT 18, SAID POINT ALSO KNOW AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE S21°52'33"E A DISTANCE OF 135.00 FEET; THENCE S68°07'05"W A DISTANCE OF 50.00 FEET; THENCE N21°52'33"W A DISTANCE OF 135.00 FEET; THENCE N68°07'05"E A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 6,750 SQ. FT. OR 0.15 AC. MORE OR LESS

SEE EXHIBIT "A" FOR SKETCH OF DESCRIPTION



Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord Distance
C1	255.03'	2500.00'	S40°40'20"W	254.92'

November 21, 2002

**Volusia County Council
Resolution 2002-199**

**Book 4988
Pages 140-211**

12/24/2002 14:48
Instrument # 2002-295451
Book: 4988
Page: 140

PUD DEVELOPMENT AGREEMENT
IN THE COUNTY COUNCIL OF THE
COUNTY OF VOLUSIA FLORIDA

IN RE: Application #PUD-02-097 for

PLANTATION OAKS OF ORMOND BEACH L.C.

RESOLUTION # 2002-199

ORDER AND RESOLUTION

GRANTING A REQUEST FOR CHANGE OF ZONING FROM RR, RA, R-3, TO

PLANTATION OAKS OF ORMOND BEACH

PLANNED UNIT DEVELOPMENT

(RPUD)

The application of Plantation Oaks of Ormond Beach, L.C., hereinafter, "Applicant", for rezoning was heard by and before the Volusia County Council, Volusia County, Florida, on November 21, 2002. Based upon the verified Application and other supporting documents, maps, charts, overlays, other evidence and instruments; the advice, report, and recommendations of the Growth and Resource Management Department, Legal, and other Departments and agencies of Volusia County; and the testimony adduced and evidence received at the Public Hearing on this Application by the Planning and Land Development Regulation Commission on June 9, 2002, and otherwise being fully advised, the Volusia County Council does hereby find and determine as follows:

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GENERAL FINDINGS

A. That the application of Plantation Oaks of Ormond Beach L.C., was duly and properly filed herein on June 3, 2002, as required by law.

B. That all fees and costs which are by law, regulation or Ordinance required to be borne and paid by the Applicant have been paid.

C. That the Applicant is the Contract Purchaser of a 1,033.75 acre parcel of land which is situated in Volusia County. This parcel of land is described more particularly in the survey and legal description, a true copy of which is attached hereto as EXHIBIT "A".

D. That the Applicant has held a pre-application meeting as required by the Volusia County Zoning Ordinance No. 80-8, as amended.

E. That the Applicant has complied with the "Due Public Notice" requirements of the Volusia County Zoning Ordinance No. 80-8, as amended.

F. That the owner of the property, National Gardens Trust, through its authorized Agent, J. Doyle Tumbleson, agrees with the provisions of the Development Agreement.

FINDINGS REGARDING REZONING

A. That the Applicant has applied for a change of zoning from the present zoning classification(s) of the parcel described in Exhibit "A" from RR, RA, R-3, to Planned Unit Development (RPUD).

B. That the said rezoning to an RPUD is consistent with the National Gardens Trust Development of Regional Impact Development Order, the Volusia County Comprehensive Plan, Ordinance No. 90-10, as amended, and the intent and purpose of the Volusia County Zoning Ordinance No. 80-8, as amended, and does promote the public health, safety, morals, general welfare and orderly growth of the area affected by the rezoning request.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE COUNTY ADMINISTRATION CENTER, COUNTY COUNCIL MEETING ROOM, DELAND, FLORIDA, THIS 21ST DAY OF NOVEMBER, A.D. 2002 AS FOLLOWS:

C. That the Application of Plantation Oaks of Ormond Beach L.C. for the rezoning of the subject parcel is hereby granted.

D. That the zoning classification of the subject parcel described in Exhibit "A" attached hereto, is hereby amended from RR, RA, R-3 to RPUD as described in Article VII of the Volusia County Zoning Ordinance No. 80-8, as amended.

E. That the Official Zoning Map of Volusia County is hereby amended to show the rezoning of said parcel to Plantation Oaks of Ormond Beach, RPUD.

F. That Volusia County Zoning Ordinance No. 80-8, as amended, is consistent with the provisions of the "Development Agreement" as hereinafter set forth in this Order and Resolution and with respect to any conflict between Ordinance No. 80-8, as amended, and the "Development Agreement", and the provisions of the "Development Agreement" shall govern. Volusia County Zoning Ordinance No. 80-8, as amended, shall govern with respect to any matter not covered by the "Development Agreement." The Volusia County Zoning Enforcement Official will ensure overall compliance with this Order and Resolution.

G. Unless otherwise provided for herein, Article VII Classifications and Article VIII, Supplementary Regulations of Volusia County Zoning Ordinance No. 80-8, as amended, shall apply to the RPUD in the same manner as the R-5 zoning classification for the residential areas, and the B-2 zoning classification for the non-residential areas.

H. Nothing in this Order and Resolution shall abridge the requirements of any Volusia County Ordinance, other than Zoning Ordinance No. 80-8, as amended. Timing and review procedures contained in this Order and Resolution may be modified to comply with the Volusia County Land Development Code, Ordinance No. 88-3, as amended. Further, nothing in the Development Agreement is intended to abridge the requirements of Ordinance No. 88-3, as amended, nor any other County Ordinances.

DEVELOPMENT AGREEMENT

A. **DEVELOPMENT CONCEPT** - The property shall be developed as an RPUD, substantially in accordance with the Master Development Plan. The Master Development Plan shall govern the development of the property as an RPUD and shall regulate the future land use of this parcel. The parcel size is 1033.75 acres. The maximum number of dwellings proposed is 1577 units. The Development concept is based on a three phase Development with each phase divided into sub-phases. Each lot designated on the Preliminary Plan will include a single family home and accessory structures. The Development will be an adult community with a minimum of 80% of the residents 55 years or older. Individual lots will be sold to the owner of the single family home.

1. **Master Development Plan.** The Master Development Plan shall consist of the Preliminary Plan prepared by Parker Mynchenberg & Associates, Inc., dated July 2, 2002, and revised October 31, 2002, and this Development Agreement. The Preliminary Plan is hereby approved and incorporated in this Order and Resolution and referenced as Exhibit "B". The Master Development Plan shall be filed and retained for public inspection in the Building and Zoning Division of the Growth and Resource Management Department and it shall constitute a supplement to the Official Zoning Map of Volusia County.

2. **Amendments.** All amendments of the Master Development Plan, other than those deemed by the Zoning Enforcement Official to be minor amendments, as set out by Section 813.06 of Volusia County Zoning Ordinance No. 80-8, as amended, shall require the review and recommendation of the Planning and Land Development Regulation Commission and action by the Volusia County Council in the same manner as a rezoning of the parcel.

3. Subdivision Approval. After the Master Development Plan is recorded, the Applicant will subdivide the parcel. The area to be subdivided shall be submitted for review and approval in the manner required by Article II of the Volusia County Land Development Code, Ordinance No. 88-3, as amended.

4. Final Plan Approval. After the Master Development Plan is recorded, and prior to issuance of any permits for construction, including clearing and landfill, a Final Site Plan shall be prepared and submitted for review and approval in the manner required by Article III of the Volusia County Land Development Code, Ordinance No. 88-3, as amended.

B. UNIFIED OWNERSHIP - The Applicant or his successors shall maintain unified ownership of the subject parcels. Applicant may subdivide the parcel and shall maintain unified ownership until after issuance of the Final Site Plan Development Order and/or recording of a Final Plat.

C. PHASES OF DEVELOPMENT - Phasing of the project is indicated on Sheet 6 of 34 of Preliminary Plan entitled "Preliminary Phasing Plan". The following is a breakdown of the proposed phases by number of units and construction completion.

PHASE	# UNITS	BEGIN CONSTRUCTION	COMPLETE CONSTRUCTION
1	669	2002	2008
2	414	2004	2010
3	494	2006	2012
TOTAL	1577		

The above schedule is estimated. The phasing and construction may be accelerated due to market demands or concurrent construction of phases. All land use/improvements assigned to each phase as referenced on the Preliminary Plan, Exhibit "B", shall be provided.

D. LAND USES WITHIN THE PUD - The development of the parcel shall be consistent with the uses prescribed for each area within the proposed RPUD. The location and size of said land use areas are shown on Sheet 1 of 9 of Preliminary Plan entitled, Preliminary Zoning Plan. The following land uses shall be allowed as permitted principal uses and structures along with their customary accessory uses and structures:

ITEM #	LAND USE	ACREAGE	PERCENTAGE %
1.	SF - Single-Family Standard or Single-Family Zero Lot Line Villas	604.98	58.52
2.	GC - Golf Course	216.87	20.98
3.	OS - Open Space	18.93	1.83
4.	C - Conservation	126.70	12.26
5.	R - Recreation	27.99	2.71
6.	NC - Neighborhood Commercial	1.30	0.13
7.	US - Utility Service	19.41	1.88
8.	Plantation Oaks Boulevard	17.57	1.70
	TOTAL	1033.75	100%

Note: Acreages above are approximate.

E. DEVELOPMENT STANDARDS.

1. SF - Single-Family Standard or Single-Family Zero Lot Line Villas

- (a) Purpose and Intent - The Single Family Classification provides for Housing and selected compatible uses. Compatible uses include RV and boat storage, temporary and permanent maintenance and service areas, temporary sales offices, construction storage yards, communication and utility services and stormwater management.

(b) Permitted Uses and Structures

- (1) Single-Family Standard or Single-Family Zero Lot Line Villas
- (2) RV, Boat and Trailer Storage
- (3) Contractor's Storage Yard (serving Plantation Oaks Development)
- (4) Maintenance Facilities
- (5) Temporary Sales Office
- (6) Model Center
- (7) Recreational Facilities
- (8) Entrance Guard Pavilion
- (9) Gazebos, Pavilions, Docks, Bleachers and Decks.
- (10) Free Standing Restroom Facilities.
- (11) Utility Service Uses and Facilities, including treated sewage storage and disposal according to regulations of the Florida Department of environmental Protection, access roads, and water treatment and storage facilities.
- (12) Excavations for Lakes and Stormwater Management Facilities serving the Community.
- (13) Service Area may include, but not be limited to irrigation well and pump, temporary storage of setup materials and maintenance equipment.
- (14) Communication systems, cable TV, antenna (maximum height 70 feet), and equipment.
- (15) Temporary Tree Farm/Plant Nursery for development use.
- (16) School Site

- (c) Developmental Requirements - Single-Family Standard, or Single-Family

Zero Lot Line Villas

- (1) Minimum Lot Area - 5,000 S.F.
- (2) Minimum Lot Depth 100 feet. Minimum Lot Width 50 feet
- (3) Minimum yard size (building)
 - i) Front yard - 20 feet
 - ii) Rear yard - 20 feet
 - iii) Side yard - 7.5 feet, 0 feet on one side and 15 feet on the other side for zero lot-line lots
 - iv) Waterfront yard - 20 feet
- (4) Minimum floor area - 1000 S.F.
- (5) Maximum lot coverage - 35%
- (6) Maximum building height - 35 feet
- (7) Landscape buffer requirements - Landscaping on the residential lots will be consistent with the "Typical 65 feet x 110 feet lot, Typical Landscape" on Sheet 25 of 34 of the Preliminary Plan. A 15 foot project perimeter boundary shall include four (4) Group A trees per 100 L.F., four (4) Group B and twelve (12) Group C or D plants per 100 L.F.
 - i) Front yard - 10 feet
 - ii) Side yard - 5 feet
 - iii) Rear yard - 10 feet
 - iv) Project perimeter boundary - 15 feet
- (8) Perimeter building setbacks - 20 feet
- (9) Minimum building separation - 15 feet

- (10) Off-street parking requirements - Two (2) per dwelling unit, plus any additional spaces required to service additional buildings or structures per Article VIII, Section 810 of the Volusia County Zoning Ordinance No. 80-8 as amended.
 - (11) Signage requirements per Article VIII, Section 822, of the Volusia County Zoning Ordinance No. 80-8 as amended, except as referenced in this agreement.
 - (12) Six (6) major and four (4) minor project entrance signs are proposed and are indicated on the Preliminary Plan. Size, structure and copy area to be consistent with the Preliminary Plan, Sheet 24 of 34, entitled Signage and Paving Details.
 - (13) Billboards exist onsite adjacent to Interstate 95. The existing billboard locations are to remain, but are considered non-conforming structures that shall be subject to the requirements of Section 600.03, *Nonconforming Structures*, of the Zoning Ordinance.
- (d) Dimensional Requirements - Compatible Uses
- (1) Minimum Parcel Size - 0.25 acres
 - (2) Minimum Yard Size
 - i) Front Yard - 20 feet
 - ii) Rear Yard - 20 feet
 - iii) Side yard - Abutting any lot - 10 feet
 - iv) Abutting any street - 20 feet
 - (3) Maximum Building Height
 - i) 35 feet

- ii) Antennas subject to Federal, State and other Local Ordinances shall be permitted up to 70 feet in height above ground level.

(4) Maximum Lot Coverage

The maximum lot coverage with principal and accessory buildings should not exceed 45%.

2. GC -Golf Course

- (a) Purpose and Intent - The Golf Course classification (GC) provides for the construction of a golf course and golf course customary structures (clubhouse, restaurant, bar, cart barns, restrooms, maintenance facilities, starter's shed, gazebos and pavilions and stormwater retention areas as open space).
- (b) Permitted Principal Uses and Structures
 - (1) Golf course, open space, and open space recreational activities and customary accessory uses and structures including clubhouse, restaurant, bar, cart barn, maintenance facilities, restrooms, gazebos, pavilions and starter's shed.
 - (2) Utility service uses and facilities, including treated sewage effluent storage and disposal, according to the regulations of the Florida Department of Environmental Protection.
 - (3) Excavation for lakes and stormwater management facilities serving the Golf Course area or the community.
 - (4) Restroom Facilities
 - (5) Maintenance Facilities
 - (6) Temporary Tree Farms

- (7) Irrigation Facilities
- (8) Construction Equipment
- (c) Dimensional Requirements
 - (1) Minimum Building Setback:
 - From public streets providing direct access - 50 feet
 - From private streets, drives, and parking - 15 feet
 - (2) Maximum Building Height:
 - The maximum building height, measured from finished grade at the building line to the eaves, shall be as follows:
 - i) The maximum building height is 35 feet.
 - ii) Spires, belfries, cupolas, antennas, water tanks, structures customarily required to extend above the roof level, can extend for an additional 20 feet above the maximum building height. Antennas subject to federal, state and other local ordinances shall be permitted up to 70 feet in height above ground level.
 - (3) Maximum Lot Coverage - The total lot area covered with buildings and accessory uses shall not exceed 5 % for all uses.
- (d) Off-Street Parking and Loading Requirements - Per Section 810.00 of the Volusia County Zoning Ordinance No. 80-8, as amended.
- (e) Landscape Buffers - Landscape Buffers are not required.
- (f) Final Site Plan - A Final Site Plan approval procedure shall be required in accordance with the Land Development Code, as amended.
- (g) Types of Signs Permitted - The following signs shall be permitted and shall comply with Article VIII, Section 822, of the Volusia County Zoning

Ordinance.

- (1) Ground Signs
- (2) Project Signs
- (3) Temporary Signs
- (4) Wall Signs

3. OS - Open Space

- (a) Purpose and Intent - The OS classification provides for areas throughout the Plantation Oaks of Ormond Beach L.C. Community to maintain open space. Open Space consists of lakes and ponds, vegetated and generally dry retention areas, vegetated buffers, vegetated strips adjacent to street ROWs, SJRWMD jurisdictional areas, lake and ribbon pond edges and access ways, and easements have been set aside for passive and active recreation and wildlife habitat, both aquatic and uplands. All property not otherwise classified or within street ROWs shall be considered as being in the Open Space classification.
- (b) Permitted Principal Uses
 - (1) Passive recreation, non-motorized activities, trails, boat launching facilities, boat docks, and access roads.
 - (2) Utility service uses and facilities, including treated sewage effluent storage and disposal according to regulations of the Florida Department of Environmental Protection, access roads, and water treatment or storage facilities.
 - (3) Excavation for lakes and stormwater management facilities serving the golf course community.
 - (4) Temporary plant nursery and tree farm, but shall be removed and

the area landscaped when the project is substantially completed.

(5) Signs, including directional and informational signs, entrance signs and community signs.

(6) Accessory uses to the permitted principal uses.

(c) Maintenance - Plantation Oaks of Ormond Beach, L.C. will be responsible for the maintenance and upkeep of the (OS) Open Space areas, including landscape buffers, natural areas, retention ponds, etc. except those dedicated or deeded to Volusia County or other successor government unit. Such maintenance may include supplemental landscaping, underbrushing, removal of trees which have deteriorated, thinning of trees under the protected size, for forest and habitat management, and construction of fire breaks.

(d) Trees - A fifty foot (50 ft.) wide (OS) open space corridor is proposed onsite adjacent to both sides of proposed Plantation Oaks Boulevard, and adjacent to Old Dixie Highway and I-95. Landscape requirements adjacent to Plantation Oaks Boulevard on both sides are four (4) Group A trees per 100 L.F., four (4) Group B trees and eighteen (18) Group C or D plants per 100 L.F. Palms may be substituted for fifty (50) percent of the required four (4) Group A trees per 100 L.F. Open space corridors adjacent to Old Dixie Highway and I-95 shall consist of existing natural vegetation.

4. C - Conservation

(a) Purpose and Intent - This classification is intended to provide protection for existing onsite wetlands and upland buffers. It is further intended to protect and preserve the natural environment of selected areas such as submerged grassy areas, coastal marshes, mangrove areas, estuaries

and other important habitats; marine life and wildfowl; significant fresh water swamps and natural cypress and sawgrass areas that act as water retention areas; fishing, hunting and wildlife areas and any other unusual or unique feature or areas.

- (b) Permitted Principal Uses and Structures - Coastal marshes, Mangrove Areas and Estuaries Fishing, Hunting and Wildlife Management Areas Nature Trails
- (c) Dimensional Requirements - None
- (d) Off-Street Parking and Loading Requirements - None
- (e) Types of Signs Permitted
 - (1) Permanent Wetland or Upland Buffer Information Signage

5. **R - Recreation**

- (a) Purpose and Intent - The Recreation (R) Classification encourages the development of a full range of sport, active and passive uses.
- (b) Permitted Principal Uses and Structures
 - (1) Golf course, sport, and recreational facilities.
 - (2) Commercial uses related to golf courses, sports, and recreational activities and ancillary uses, such as public and private golf clubs, restaurants-types A and B, retail specialty sales shops, professional and personal services, exercise and health spas, swim clubs, support and maintenance facilities, gazebos, pavilions and sports facilities and clubs with indoor and outdoor facilities, including spectator facilities for activities such as racquet ball, squash, shuffleboard, bocci, horseshoes, softball, tennis, handball, and basketball.

- (3) Customary accessory uses and structures to the permitted uses.
 - (4) Essential utility service uses and facilities.
 - (5) Real estate office and sales centers, until the Plantation Oaks of Ormond Beach L.C. Community Development Plan is 95% completed and occupied. The office or sales center may be converted to other permitted uses or be a temporary structure that would be removed.
 - (6) Excavation for lakes and stormwater management facilities serving the "R" area or the community.
 - (7) Multiple buildings and facilities on a single lot, provided a final site plan is approved.
- (c) Dimensional Requirements
- (1) Minimum Project Size - For any permitted use or combination of permitted uses and structures, the parcel size shall not be less than 1 acre.
 - (2) Minimum Building Setback:
 - i) From the ROW of a public street 50 feet
 - ii) From private streets, drives, and parking 15 feet
 - iii) From other zoning classifications 20 feet
 - (3) Minimum Building Separation - The distance between the front and rear of principal buildings shall be a minimum of 25 feet, and the distance between any other combination of principal building arrangements shall be a minimum of 25 feet.
 - (4) Maximum Building Height - The maximum building height, measured from finished grade at the building line to the eaves,

shall be as follows:

- i) The maximum building height of commercial and recreational uses is 45 feet.
 - ii) The maximum building height of lodge uses is 45 feet.
 - iii) The maximum building height of club house use is 55 feet.
 - iv) The maximum building height of accessory uses is 25 feet.
 - v) Spires, belfries, cupolas, antennas, water tanks, ventilators chimneys or other similar accessory structures customarily required to extend above the roof level, can extend for an additional 20 feet above the maximum building height prescribed for the classification in which they are located. Antennas subject to federal, state and other local ordinances shall be permitted up to 70 feet in height above ground level.
- (5) Maximum Lot Coverage - The total lot area covered with principle and accessory buildings shall not exceed 45% for all commercial and recreational uses.
- (6) Maximum Impervious Surfaces - The total lot impervious surface shall not exceed 80%.
- (d) Off-street Parking and Loading Requirements
- (1) Dimensional Requirements - Off-street Parking and Loading Dimensional Requirements shall be governed by Article IV, Section 408, of the Volusia County Land Development Code Ordinance No. 88-3, as amended.

- (2) Number of Required Spaces - Off-street parking and loading requirements shall be governed by Article VIII, Section 810 of the Volusia County Zoning Ordinance No. 80-8, as amended.
- (3) Parking and Storage of Vehicles or Watercraft - Parking and Storage of Vehicles or Watercraft shall be governed by Article VIII, Section 811 of the Volusia County Zoning Ordinance No. 80-8, as amended.
- (4) Special Parking Areas - Mobile Recreational Shelters - Special Parking Areas shall be governed by Section 811.02 of the Volusia County Zoning Ordinance No. 80-8, as amended.
- (5) Residential Parking - Residential Parking shall be governed by Section 811.03 of the Volusia County Zoning Ordinance No. 80-8, as amended.
- (e) Landscape Buffer - The lot perimeter buffer shall be a minimum of twenty feet (20 ft.) and include: four (4) Group A trees per 100 L.F., four (4) Group B and eighteen (18) Group C or D plants per 100 L.F. No additional landscape buffer is required where (R) zoning abuts (OS) zoning.

6. NC - NEIGHBORHOOD COMMERCIAL

- (a) Purpose and Intent - The NC classification provides initially, a site for sales and administrative offices for Plantation Oaks of Ormond L.C. After development, the site may be used for limited commercial convenience shopping, retail, service and medical facilities and customary accessory uses and structures serving residential neighborhoods.
- (b) Permitted Principal Uses and Structures

- (1) Retail bakeries and confectionery (including preparation of products for sale on the premises).
 - (2) Barber shops, beauty shops, shoe repair shops and similar personal service stores.
 - (3) Book, stationery, newsstands, pharmacies, hardware and similar retail convenience stores.
 - (4) Convenience or "General Stores", offering a full range of grocery, delicatessen, and house wares, with or without gasoline pumps, (excluding the sale of distilled spirits with a higher alcoholic content than malt beverages or fermented wines).
 - (5) Type A and B restaurants.
 - (6) Professional, financial, administrative and medical offices.
 - (7) Laundry and dry cleaning pickup stations and self-service establishments.
 - (8) Child care centers, private schools, and Houses of Worship.
 - (9) Essential utility service uses and facilities.
 - (10) Excavation for lakes and stormwater management facilities serving the golf course or NC area.
 - (11) Customary accessory uses and structures to the permitted uses.
- (c) Dimensional Requirements
- (1) Maximum Parcel Size: 1.3 acres
 - (2) Minimum Building Setback:

Front Yard	25 feet
Rear Yard	20 feet

Side Yard

Abutting any lot: 10 feet

Abutting public street R/W 25 feet,
private road R/W 20 feet.

- (3) **Maximum Building Height** - The maximum building height, measured from finished grade at the building line to the eaves, shall be as follows:
- i) The maximum building height of principal uses is 35 feet.
 - ii) The maximum building height of accessory uses is 15 feet.
 - iii) The maximum building height of Churches and Houses of Worship is 55 feet.
 - iv) Spires, belfries, cupolas, antennas, water tanks, ventilators, chimneys of other similar accessory structures customarily required to extend above the roof level, can extend for an additional 20 feet above the maximum building height prescribed for the classification in which they are located. Antennas subject to federal, state and other local ordinances shall be permitted up to 70 feet in height above ground level.
- (4) **Maximum Lot Coverage** - The total lot area covered with principal and accessory buildings shall not exceed 45%.
- (5) **Maximum Impervious Surface** - The total lot impervious surface shall not exceed 80%.
- (d) **Off-street Parking and Loading Requirements** - Off-street parking and loading requirements shall be provided in accordance with Section 810 of the Volusia County Zoning Ordinance No. 80-8, as amended.

- (e) Landscape Buffer - The lot perimeter landscape buffer is to be a minimum of twenty (20 ft.) feet and include: four (4) Group A trees per 100 L.F., four (4) Group B and eighteen (18) Group C or D plants per 100 L.F. Palms may be substituted for twenty-five (25%) percent of the required four (4) Group A trees per 100 L.F. Additional perimeter landscape buffer is not required where (NC) site abuts (OS) zoning category.
- (f) Final Site Plan - A Final Site Plan approval procedure per the Land Development Code, Ordinance 88-3, as amended, shall be required for each lot to be developed.
- (g) Types of Signs Permitted - The following signs shall be permitted and shall comply with Article VIII, Section 822, of the Volusia County Zoning Ordinance, as amended, regarding of size and location:
 - (1) Ground Signs
 - (2) Project Signs
 - (3) Temporary Signs
 - (4) Marquee Signs
 - (5) Wall Signs

7. US - UTILITY SERVICE AREA

- (a) Purpose and Intent - The Utility Service Area (US) provides a secure and buffered area for power line overhead transmission line, utility treatment plants, maintenance facilities, public and private utility transmission lines and mains and similar uses.
- (b) Permitted Principal Uses and Structures
 - (1) Sanitary treatment plants, effluent holding facilities, effluent pumping facilities, percolation beds, and sludge drying facilities,

including customary accessory uses and structures required to operate and maintain the facilities.

- (2) Water treatment plants, water storage tanks, and water pumping facilities, including customary accessory uses and structures required to operate and maintain the facilities.
- (3) Buildings, grounds and street maintenance facilities, including storage yards for material and equipment and repair facilities, including customary accessory uses and structures.
- (4) Excavation for stormwater management facilities serving the golf course area or US area, and for other grading required to visually screen the utilities facilities.
- (5) Tree farm.
- (6) Overhead utilities.
- (7) Underground utilities.
- (8) Communication systems.
- (9) Maintenance Access
- (10) Walking or jogging trails.

(c) **Dimensional Requirements**

- (1) **Minimum Building and Structure Setback** - No building or structure shall be located within twenty-five (25) feet of the ROW of a public and 10 feet of a private street or drive. No building or structure shall be located within thirty (30) feet of a residential parcel. Setbacks from (OS) and (GC) zonings and power line easement are not required. Setbacks between multiple buildings or facilities are not required.

- (2) Maximum Building and Structure Height - The maximum building height, measured from finished grade at the building line to the eaves, shall be as follows:
- i) The maximum building height of principal uses is 45 feet.
 - ii) The maximum building height of accessory uses is the same as the principal uses.
 - iii) Spires, belfries, cupolas, antennas, water tanks, ventilators, chimneys or other similar accessory structures customarily required to extend above the roof level, can extend for an additional 20 feet above the maximum building height of the principle use. Antennas subject to federal, state and other local ordinances shall be permitted up to 70 feet in height above ground level.
- (3) Maximum Lot Coverage - Not applicable.
- (d) Off-Street Parking and Loading Requirements - Per Article VIII, Section 810, Volusia County Zoning Ordinance No. 80-8 as amended.
- (e) Access - The utility service areas may be accessed by a private street and do not have to abut or have direct access to a public street.
- (f) Landscape Buffer - A ten foot (10 ft.) wide landscape buffer is required wherever structures or parking occurs. The landscape buffer shall contain a minimum of four (4) Group A trees per 100 L.F., four (4) Group B trees and eighteen (18) Group C or D plants per 100 L.F. Palms may be substituted for twenty-five (25%) percent of the required four (4) Group A trees per 100 L.F.
- (g) Final Site Plan - A Final Site Plan approval procedure shall be required.

- (h) Types of Signs Permitted - The following signs shall be permitted and shall comply with Article VIII, Section 822, of the Volusia County Zoning Ordinance, as amended, regarding size and location:
- (1) Ground Signs
 - (2) Project Signs
 - (3) Temporary Signs
 - (4) Wall Signs
- (i) Landscaping Requirements - No additional landscaping is required.

F. ENVIRONMENTAL CONSIDERATIONS - The project site area is 1,033.75 acres.

An environmental assessment was prepared by Lotspeich & Associates, Inc. The site contains approximately 99.81 acres of jurisdictional wetlands. The proposed development will impact 1.39 acres of wetlands within the development. 0.57 acres of wetlands, will also be impacted outside of the development by the construction of the extension of Plantation Oaks Boulevard.

Mitigation for the onsite and offsite wetland impact will be mitigated onsite by enhancement of the existing wetlands and creation of a recorded conservation easement over the onsite wetland, and upland buffers onsite totaling 126.24 acres. The total acres of wetlands in the conservation easement is approximately 98.42 acres. The total acreage of uplands in the conservation easement is 27.82 acres. The onsite wetlands are to be verified by the St. Johns River Water Management District. Permits for proposed wetland impacts will be obtained from the St. Johns River Water Management District and Volusia County prior to construction.

Additionally, a report has been prepared by Southarc, Inc., the historical/archaeological consultant. A review of the site revealed one area in the proposed right-of-way of Plantation Oaks Boulevard, near the intersection of Old Dixie Highway, that was an old foundation and chimney, and has some historical value. A median is proposed in Plantation

Oaks Boulevard at this location to preserve the chimney feature. The Developer further engaged Southarc, Inc., to complete Phase II of the assessment which included studying the onsite residence and Old Kings Road. The report indicates the rest of the project does not have any historical or archaeological significance. The status of the Old Kings Road right-of-way will be reviewed during the development review process.

G. SEWAGE DISPOSAL, POTABLE WATER, AND SITE IRRIGATION - The project site will be served by Volusia County Utilities in accordance with the Comprehensive Plan, Ordinance No. 90-10, as amended, the Land Development Code Ordinance No. 88-3, as amended, and State of Florida Administrative Code 64E-6 and 64E-8.

The onsite sewage collection system, water distribution system and effluent reuse system for golf course irrigation will be designed in accordance with Volusia County specifications, and will be owned and operated by Volusia County. Reuse disposal will be required on the golf course with the (OS) zoning designation. Reuse will be required to irrigate lots or roadways. Dry lines or reuse mains may be required in the Development. A temporary septic system may be utilized for sewage disposal for the golf course, golf and park maintenance facilities, and restrooms until central utility to that phase is available.

Site irrigation will consist of two (2) separate irrigation systems. One system will irrigate the golf course and golf facilities. The system will be designed to draft irrigation from the onsite lake and ribbon pond and will be designed to accept effluent reuse as it becomes available.

The second system will service all landscaped areas outside of the golf course, including but not limited to, public and private road rights-of-ways, single family home lots, recreation and neighborhood commercial zoning areas. These areas will be irrigated primarily by wells and in accordance with the approved St. Johns River Water Management District

Consumptive Use Permit. All irrigation mains will be purple and meet Volusia County requirements for effluent reuse so, in the future, if reuse is available in excess of the golf course demands, the irrigation mains will be plumbed to convert to reuse in the future.

H. STORMWATER DRAINAGE - Provision for stormwater retention shall be in accordance with the Land Development Code, Article VIII, Ordinance No. 88-3, as amended, and Resolution No. 86-192.

I. ACCESS AND TRANSPORTATION SYSTEM IMPROVEMENTS - All access and transportation system improvements shall be provided in accordance with the Land Development Code, as amended. The parcel shall be developed in substantial accordance with the following access and transportation system improvements.

1. Access. As part of the Phase 1 construction, Broadway Avenue, a 100 foot wide dedicated County road will be constructed from U.S. 1 to Old Dixie Highway per the Preliminary Development Plan. The 100 foot right-of-way will be renamed to Plantation Oaks Boulevard. A traffic study has been prepared by Traffic, Planning & Design, Inc. The number of driveways onsite proposed to intersect the Plantation Oaks Boulevard extension is as follows:

- (a) Entrance to school site.
- (b) Entrance to Phase 2.
- (c) Entrance to Phase 3.
- (d) Entrance to golf course clubhouse.
- (e) Entrance to Phase 1 development.
- (f) Entrance to power line and to the maintenance area.
- (g) Fire Station site
- (h) Other required emergency access points.

No other connections to U.S. 1, Old Dixie Highway, or the proposed Plantation Oaks Boulevard extension onsite are proposed. Plantation Oaks Boulevard will be designed and posted at a 45 mph design speed with the exception of the first curve east of U.S. 1 which will be designed and posted at a 35 mph design speed.

2. Transportation System Improvements. The transportation improvements to the Plantation Oaks Boulevard extension will consist of a minimum of two twelve foot travel lanes with an integral six foot wide, paved bike path along the easterly side of the pavement improvements. The roadway will include Type F Curb on both sides of the street. In areas as indicated on the Preliminary Development Plan, within the 100 foot right-of-way, there is an eleven foot wide landscape median which is proposed. In these areas, the pavement width will be fourteen feet for northbound and southbound lanes. The northbound lane will include an additional six foot paved bike path. The median and edge of pavement will include Type F curbing. Additionally proposed on the west side of Plantation Oaks Boulevard, for its entire length, is a six foot wide concrete sidewalk.

Turn lanes will be provided as indicated on the Preliminary Development Plan at the golf clubhouse entrance and Phase 1, 2 and 3 entrances. The turn lanes will be designed to Volusia County and FDOT specifications, based on a 45 mph design speed.

A left hand turn lane and right hand turn lane are proposed at the intersection of Old Dixie Highway and Plantation Oaks Boulevard. The turn lanes will be designed in accordance with Volusia County specifications. Right and left turn lane requirements at U.S. 1 and Plantation Oaks Boulevard will be governed and permitted by the Florida Department of Transportation. No other turn lanes are proposed or required at the power line easement access to the maintenance area building. Traffic control devices will be provided as required by the Land Development Code. Turn lanes for the School Site will be designed and constructed by the School Board with construction of the School Site. The extension of

Plantation Oaks Boulevard will be completed with the Phase 1 construction. Additionally, the Phase 1 construction will include turn lanes in Plantation Oaks Boulevard, as indicated above. Phase 1 construction will also include the construction of the entrance road to the golf clubhouse and the entrance road to Phase 1.

There are two (2) golf cart pedestrian and maintenance crossings proposed to cross Plantation Oaks Boulevard. The crossings will be underground and the road grade of Plantation Oaks Boulevard will be raised at the two (2) crossings. The underground golf cart pedestrian and maintenance crossings will be a minimum of 10 feet wide by 8 feet high.

J. INTERNAL ROADWAYS - The internal roadways within all phases of the development will be private and gated. The roadways will be designed to Volusia County requirements. The entrance roadways will provide two twelve foot (12 ft.) wide exit lanes, one twelve foot (12 ft.) wide entrance lane and will include F Curbs and F Curb medians. The internal subdivision streets will be a minimum of twenty foot in width (two ten foot travel lanes) and will include two foot Miami Curb and gutters on both sides of the pavement. The internal sidewalks will be constructed in accordance with the Preliminary Plan. The proposed sidewalk will be six feet in width. Only the sidewalks indicated on the Preliminary Development Plan will be required. Private streets will be maintained by Plantation Oaks of Ormond Beach, L.C.

K. BUILDING OR PROPERTY OWNERS ASSOCIATION - The entire project will be maintained by Plantation Oaks of Ormond Beach L.C. There will be a property owners association. All private improvements will be owned and maintained by Plantation Oaks of Ormond Beach L.C. If the project is subdivided and a phase is sold, that portion of the development will be owned and maintained by the purchaser.

L. UNDERGROUND UTILITIES - All utilities in the Development are proposed to be underground. Overhead utilities; power, telephone, communication, and cable TV, will be permitted within the existing FP&L easement (US) Zoning. Plantation Oaks of Ormond Beach, L.C. will provide cable TV and communication utilities to the Development. At the discretion of the Applicant, cable TV and communication can be provided by a private utility.

M. TREE SURVEYS AND REPLACEMENT REQUIREMENTS - The Master Development Plan has been reviewed and is in accordance with Article X, Tree Permits, of the Land Development Code. Based on a statistical survey prepared by Craig Murray, Forester, and on field inspection of existing onsite conditions, the County shall not require a complete tree survey, only a survey of specimen trees. Replacement trees and calculations will be provided at Final Site Plan permitting. The lot lines will be adjusted wherever possible to preserve the existing hardwoods. 126 acres or 12% of the site is designated Conservation (C). Existing trees within the C designation will remain.

Based on the surveyed statistical analysis, the developed site is providing the required 15% retention of existing trees.

All streets, both public (Plantation Oaks Boulevard) and private, will be required to provide street trees at a minimum spacing of thirty-five feet (35 ft.). The street trees will be hardwoods and a minimum caliper of 2½ inches D.B.H. up to 50% of the street trees can be palms. Recreation (R) designated areas will require one (1) tree (2½ inches D.B.H. minimum) per 2,500 S.F. of landscape area.

N. PRELIMINARY/FINAL PLAT - A Preliminary/Final Plat will be prepared and reviewed for each phase of Development. The Preliminary/Final Plat will be reviewed by the County per the Land Development Code for each phase. The Preliminary/Final Plat shall be

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prepared at a minimum scale of 1" = 50 ft. and shall meet the requirements of Chapter 177, Florida Statutes.

O. VOLUSIA COUNTY IMPACT FEES - The following impact fees will be paid to Volusia County by the Applicant, in accordance with Chapter 70 of the Volusia County Code of Ordinances.

1. Fire Impact Fees
2. Road Impact Fees
3. School Impact Fees
4. Park Impact Fees

Road, School, Fire, and Park impact fees will be payable by the Applicant to Volusia County prior to issuance of a Certificate of Occupancy for the permitted structure.

The applicant agrees to pay to Volusia County School Impact Fees.

The applicant proposes to donate a 23.11 acre school site as indicated on the Preliminary Plan, to the Volusia County School Board. The site will front on Plantation Oaks Boulevard. A twelve inch (12") potable water main and an eight inch (8") sanitary force main shall be provided by the Applicant to the site with the Phase I improvements. The appraised value of the school site at the time of donation will be credited against the Phase I and subsequent phases School Impact Fees.

The Applicant proposes to dedicate a one and one half (1½) acre fire station site located within the project and adjacent to and easterly of proposed Plantation Oaks Boulevard. The appraised price of the fire station site will be credited against the Phase I Fire Impact Fee.

If Volusia County provides utilities to the site, a Master Utility Agreement will be prepared and executed between the Applicant and Volusia County for the entire development.

As phases are developed, Supplemental Utility Agreements will be prepared based on the

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equivalent residential units (ERCs) in each phase.

Due to the fact that the Applicant has agreed to pay the School Impact Fee for all dwellings, and in consideration of the magnitude of the water, sewer and reuse infrastructure improvements and associated costs, which are borne by the Applicant, the County agrees in the Master Utility Agreement, to allow dry line permitting and construction of the water, sewer and reuse improvements in Phase I prior to payment of water and sewer impact fees.

Execution of phased Supplemental Utility Agreements and payment of required water and sewer impact fees are due and payable prior to requesting clearance of the facilities for service. Guaranteed revenues will commence twelve (12) months after execution of the Supplemental Utility Agreement for each phase of sub-phase.

P. MODEL HOMES - Concurrent with construction and completion of the infrastructure, the Applicant may permit and construct model homes. The maximum number of models allowed cannot exceed 20% (twenty percent) of the total lots in the sub-phase under construction. Construction cannot commence until fire protection and stabilized access is provided. No model home will receive a final C.O. (Certificate of Occupancy) until the infrastructure for the phase is completed and approved by the County.

Q. SIGNAGE - The Preliminary Development Plan (Sheet 24 of 34) includes details, size, structure, and copy area for the signage proposed for the Development.

Major signs as indicated on the Preliminary Development Plan, are proposed at the Entrance to Phase 1, 2 and 3. Minor signs, as indicated on the Preliminary Development Plan, are proposed at the Golf Clubhouse entrance and at the intersection of Old Dixie Highway and Plantation Oaks Boulevard. Informational signs are proposed at the sales center and maintenance yard and will be monument signs with a maximum copy area of 12 square feet.

R. ON-SITE BURNING - On-site burning of construction debris, stumps, underbrush, trees, etc. is allowed onsite. Onsite burning will meet all Volusia County Standards.

S. REMOVAL OF EXCAVATION MATERIAL FROM SITE - The Applicant may remove excess excavated material from the site due to construction. All material trucked off site will leave the site via U.S. 1. No excess material may be trucked away from the site utilizing Old Dixie Highway. Applicant to request and be granted a permit from Volusia County prior to any excess fill being trucked off site.

T. DEVELOPMENT LIGHTING - Plantation Oaks Boulevard will have FP&L standard street lights spaced a maximum distance of 250 feet adjacent to the six foot (6') wide bike path. Additionally, ornamental lighting will be provided adjacent to the six (6) foot concrete sidewalk at a maximum spacing of 250 feet. Lighting will be provided at the three (3) gated entrances, the sales and maintenance area, the golf clubhouse and the three (3) clubhouse recreation areas. Tennis courts, driving range and shuffleboard courts may be lighted.

FP&L street lighting will be provided within the residential development areas. Street lights will be provided at a minimum spacing of 250 feet.

U. CLUBHOUSE AND GOLF CLUBHOUSE CONSTRUCTION STANDARDS - The Golf Clubhouse and Community Clubhouses will be built concurrently with the infrastructure of each phase and designed and constructed in accordance with the Florida Building Code. The clubhouses may be available to be utilized as emergency shelters during severe weather events.

V. BINDING EFFECT OF PLANS; RECORDING; AND EFFECTIVE DATE - The Master Development Plan, including any and all supplementary orders and resolutions, and the Preliminary Plan, shall bind and inure to the benefit of the Applicant and his successor in title or

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interest. The PUD zoning, provisions of the "Development Agreement" and all approved plans, shall run with the land and shall be administered in a manner consistent with Article IX of the Volusia County Zoning Ordinance No. 80-8, as amended.

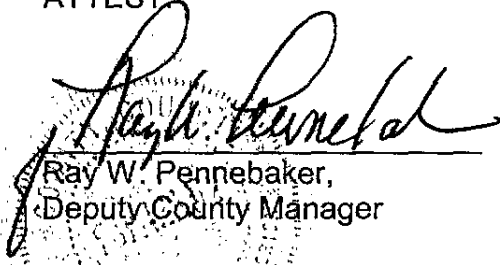
This Order and Resolution and all subsequent Orders and Resolutions shall be filed with the Clerk of Court and recorded within sixty (60) days following execution of the document by the Volusia County Council, in the Official Records of Volusia County, Florida. One (1) copy of the document, bearing the book and page number of the Official Record in which the document was recorded, shall be submitted to the Growth and Resource Management Department. The date of receipt of this document by the Growth and Resource Management Department shall constitute the effective date of the PUD or its subsequent amendments. The Applicant shall pay all filing costs for recording documents.

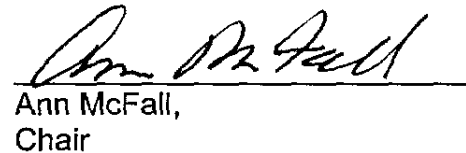
W. CONCEPTUAL APPROVAL - The parties hereto acknowledge that reductions in density and/or intensity may, and do occur; and that minor changes to roadway design, location and size of structures, actual location of parking spaces, specific locations for land uses, and locations and design of stormwater storage, landscape buffers and upland buffers may result to comply with the Volusia County Land Development Code Ordinance No. 88-3, as amended. Upon determination of the Zoning Enforcement Official, these revisions may be processed as minor amendments, as set forth in Section 813.06 of the Volusia County Zoning Ordinance No. 80-8, as amended. The Applicant agrees to revise and record the revised Preliminary Plan, which reflects any such changes, with the Clerk of Court immediately following the expiration of the thirty (30) day period for appealing Development Review Committee (DRC) decisions to the County Council. A copy of the Revised Preliminary Plan, bearing the book and page number of the Official Record in which the document was recorded, shall be submitted to the Growth and Resource Management Department.

DONE AND ORDERED by the County Council of Volusia County, Florida, this
21st day of November, 2002.

ATTEST:

VOLUSIA COUNTY COUNCIL


Ray W. Pennebaker,
Deputy County Manager


Ann McFall,
Chair

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 18th day of
Dec 2002 (mo/yr) by Ray W. Pennebaker and Ann McFall, as Deputy
County Manager and Chair, Volusia County Council, respectively, on behalf of
the County of Volusia, and who are personally known to me.



Susan M. Whittaker
My Commission DD112645
Expires August 08, 2006


NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

SUSAN M. WHITTAKER

Commission No.: DD112645

My Commission Expires: 8/8/06

EXHIBIT "B"
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WITNESSES:

Dail Zehmf
Dail Zehmf
Dail Zehmf
Dail Zehmf

Parker K. Mynchenberg, Partner

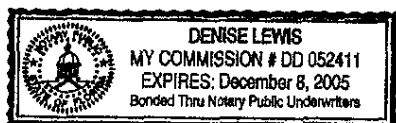
Ronnie Bledsoe, Partner

Tommy Durrance, Partner

J. Doyle Tumbleson
J. Doyle Tumbleson, Authorized Agent

The foregoing instrument was acknowledged before me this 12th day of
December, 2002 (mo/yr) by the following who are personally known to me or
who produced identification:

Parker K. Mynchenberg	Personally known ☒	Produced _____ as identification _____
Ronnie Bledsoe	Personally known _____	Produced <u>FL D/L</u> as identification _____
Tommy Durrance	Personally known _____	Produced <u>FL D/L</u> as identification _____
J. Doyle Tumbleson	Personally known _____	Produced <u>FL D/L</u> as identification _____



Denise Lewis
NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

Denise Lewis

Commission No.: _____

My Commission Expires: _____

Revised December 9, 2002

SHEETTITLE

- 1 LEGAL DESCRIPTION - EXHIBIT A
- 2 LEGAL DESCRIPTION - EXHIBIT A
- 3 ANNOTATED LAND USE PLAN
- 4 ANNOTATED LAND USE PLAN
- 5 ANNOTATED LAND USE PLAN
- 6 COVER SHEET
- 7 COVER SHEET
- 8 COVER SHEET
- 9 MASTER DEVELOPMENT PLAN
- 10 MASTER DEVELOPMENT PLAN
- 11 MASTER DEVELOPMENT PLAN
- 12 MASTER WATER PLAN
- 13 MASTER WATER PLAN
- 14 MASTER WATER PLAN
- 15 MASTER SEWER PLAN
- 16 MASTER SEWER PLAN
- 17 MASTER SEWER PLAN
- 18 MASTER DRAINAGE PLAN
- 19 MASTER DRAINAGE PLAN
- 20 MASTER DRAINAGE PLAN
- 21 MASTER IRRIGATION PLAN
- 22 MASTER IRRIGATION PLAN
- 23 MASTER IRRIGATION PLAN
- 24 SIGNAGE AND PAVING DETAILS
- 25 SIGNAGE AND PAVING DETAILS
- 26 SIGNAGE AND PAVING DETAILS
- 27 SIGNAGE AND PAVING DETAILS
- 28 WETLAND IMPACT/MITIGATION PLAN
- 29 WETLAND IMPACT/MITIGATION PLAN
- 30 WETLAND IMPACT/MITIGATION PLAN
- 31 WETLAND IMPACT/MITIGATION PLAN
- 32 HORIZONTAL CONTROL PLAN
- 33 HORIZONTAL CONTROL PLAN
- 34 HORIZONTAL CONTROL PLAN

**PLANTATION OAKS
OF ORMOND BEACH**

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

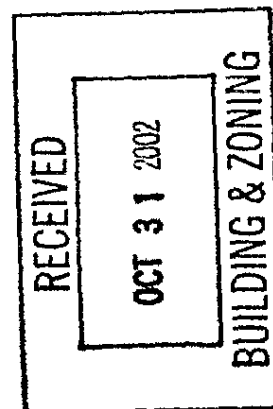


EXHIBIT "B"
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8.B.d

EXHIBIT "A"

DESCRIPTION

ALL OR PART OF BLOCKS 173, 174, 179, 180, 182, 183, 184, 185, 186, 187, 188, 189, 190, 192, 193, 194, 195, 196, 197, 199, AND 201, ORMOND ON THE BAY, AS RECORDED IN MAP BOOK 11, PAGES 42 THROUGH 59, AND ALL OR PARTS OF BLOCKS 202, 203, 206, 207, 216, 217, 218, 219, 224, AND 234, ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 68 THROUGH 72, SITUATED IN SECTION 39 TOWNSHIP 13 SOUTH RANGES 31 AND 32 EAST, AND ALL OR PART OF BLOCKS 169, 170, 171, 172, 173, 174, 181, AND 182, NATIONAL GARDENS, AS RECORDED IN MAP BOOK 7 PAGE 108, SITUATED IN SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, ALL BEING IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND PART OF SECTIONS 24, 25, AND 30, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND PART OF SECTION 40, TOWNSHIP 13 SOUTH RANGE 32 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 24, TOWNSHIP 13 SOUTH RANGE 31 EAST, THENCE S89°57'37"E ALONG THE NORTH LINE OF SECTION 24 A DISTANCE OF 530.94 FEET; THENCE S39°18'33"E DEPARTING SAID SECTION LINE A DISTANCE OF 970.33 FEET; THENCE S79°15'13"E A DISTANCE OF 1984.77 FEET; THENCE N78°39'47"E A DISTANCE OF 641.29 FEET TO THE WESTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY, AN 80 FOOT RIGHT OF WAY AS SHOWN ON THE PLATS OF ORMOND ON THE BAY, AFORESAID; THENCE S24°59'47"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 879.74 FEET; THENCE S30°58'22"E CONTINUING ALONG SAID RIGHT OF WAY A DISTANCE OF 1651.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID RIGHT OF WAY HAVING A CENTRAL ANGLE OF 32°26'42", A RADIUS OF 1040.00 FEET, FOR AN ARC LENGTH OF 588.92 FEET; THENCE S20°35'43"E DEPARTING SAID RIGHT OF WAY LINE A DISTANCE OF 1394.44 FEET; THENCE S22°19'40"E A DISTANCE OF 4671.43 FEET TO A POINT ON THE NORTH LINE OF THE VILLAGE OF PINE RUN, AS RECORDED IN MAP BOOK 35, PAGES 40 THROUGH 45, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S88°08'55"W ALONG THE SAID NORTH LINE AND ITS WESTERLY PROJECTION A DISTANCE OF 2136.30 FEET TO THE NORTHWEST CORNER OF THE VILLAGE OF PINE RUN 2ND ADDITION, AS RECORDED IN MAP BOOK 34, PAGES 148 AND 149, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S01°17'28"E ALONG THE WEST LINE OF THE VILLAGE OF PINE RUN, 2ND ADDITION, A DISTANCE OF 1198.65 FEET TO THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AFORESAID; THENCE S88°22'40"W ALONG THE SOUTH LINE OF SAID SECTION 25 A DISTANCE OF 3555.55 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF INTERSTATE HIGHWAY I-95; THENCE NORTHERLY ALONG THE EASTERLY

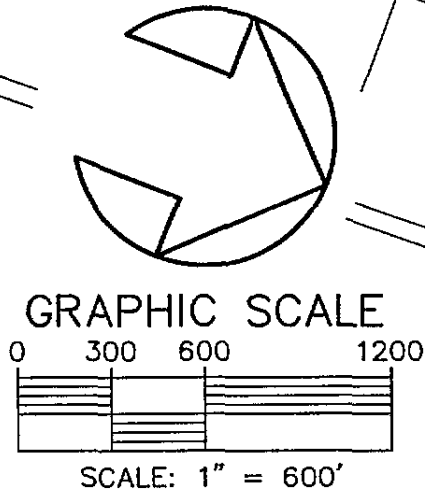
SHEET 1 OF 3

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LINE OF INTERSTATE I-95 THE FOLLOWING COURSES AND DISTANCES, N17°17'31"W A DISTANCE OF 48.34 FEET; N01°39'54"W A DISTANCE OF 181.15 FEET; S88°20'06"W A DISTANCE OF 30.00 FEET; N08°19'09"W A DISTANCE OF 176.50 FEET; N01°08'35"E A DISTANCE OF 417.56 FEET; N88°20'06"E A DISTANCE OF 30.00 FEET N01°39'54"W A DISTANCE OF 611.55 FEET; N01°08'35"E A DISTANCE OF 849.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11°34'37", A RADIUS OF 3969.83 FEET, FOR AN ARC LENGTH OF 802.13 FEET; THENCE N01°39'54"W A DISTANCE OF 169.89 FEET; THENCE S88°20'06"W A DISTANCE OF 30.00 FEET; TO A POINT ON A CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07°50'06", A RADIUS OF 3969.83 FEET, A CHORD BEARING OF N16°50'30"W, FOR AN ARC LENGTH OF 542.86 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N20°45'33"W A DISTANCE OF 4504.55 FEET TO A POINT ON THE WEST LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE DEPARTING THE EASTERLY LINE OF INTERSTATE I-95, N01°50'18"W ALONG THE WEST LINE OF SECTION 24 A DISTANCE OF 2620.50 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM LOT 9, BLOCK 192, LOTS 13, 15 AND 16, BLOCK 195, LOT 2, BLOCK 196, LOTS 11, 12, 16 AND 17, BLOCK 197, LOTS 4, 11, 18 AND 26, BLOCK 200, LOTS 5, 8 AND 9 BLOCK 201, ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 42 THROUGH 59 AND LOT 24, BLOCK 202, LOT 23, BLOCK 203, LOT 13, BLOCK 217, ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 68 THROUGH 72, AND LOTS 2, 3, 4, 9, 8, 38, AND 44, BLOCK 172, NATIONAL GARDENS AS RECORDED IN MAP BOOK 7, PAGE 108, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, AND BEING SUBJECT TO A 100' FLORIDA POWER & LIGHT COMPANY EASEMENT.

...

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GC	GOLF COURSE
OS	OPEN SPACE
C	CONSERVATION
R	RECREATION
NC	NEIGHBORHOOD COMMERCIAL
US	UTILITY SERVICE

PLANTATION OAKS OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

PARKER MYNCHENBERG & ASSOCIATES, INC.

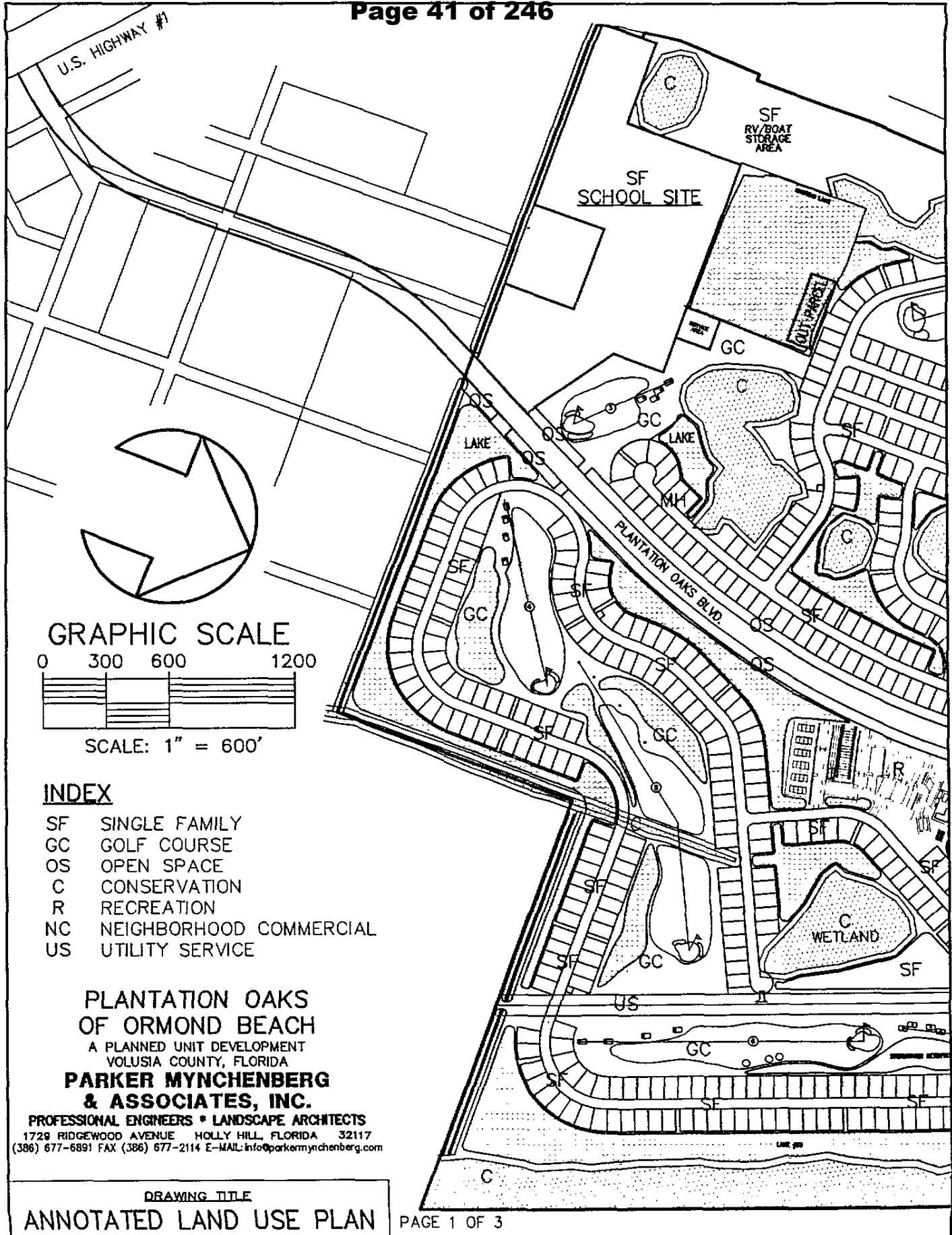
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

DRAWING TITLE
ANNOTATED LAND USE PLAN

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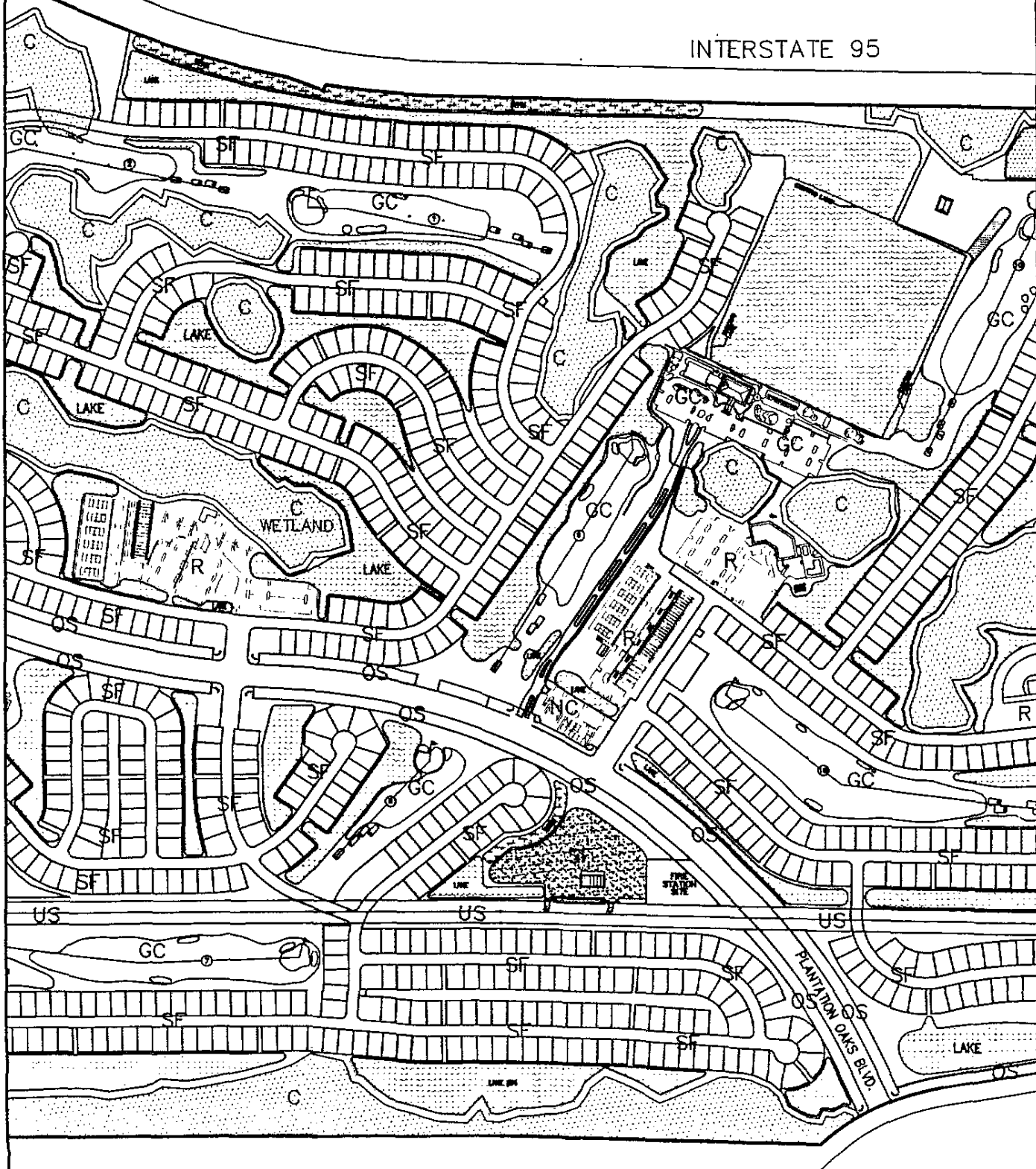


PLANTATION OAKS
OF ORMOND BEACHA PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA**PARKER MYNCHENBERG
& ASSOCIATES, INC.**PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
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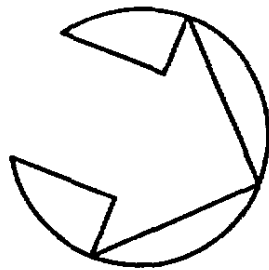
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ANNOTATED LAND USE PLAN

INTERSTATE 95



SHEET 4 OF 34

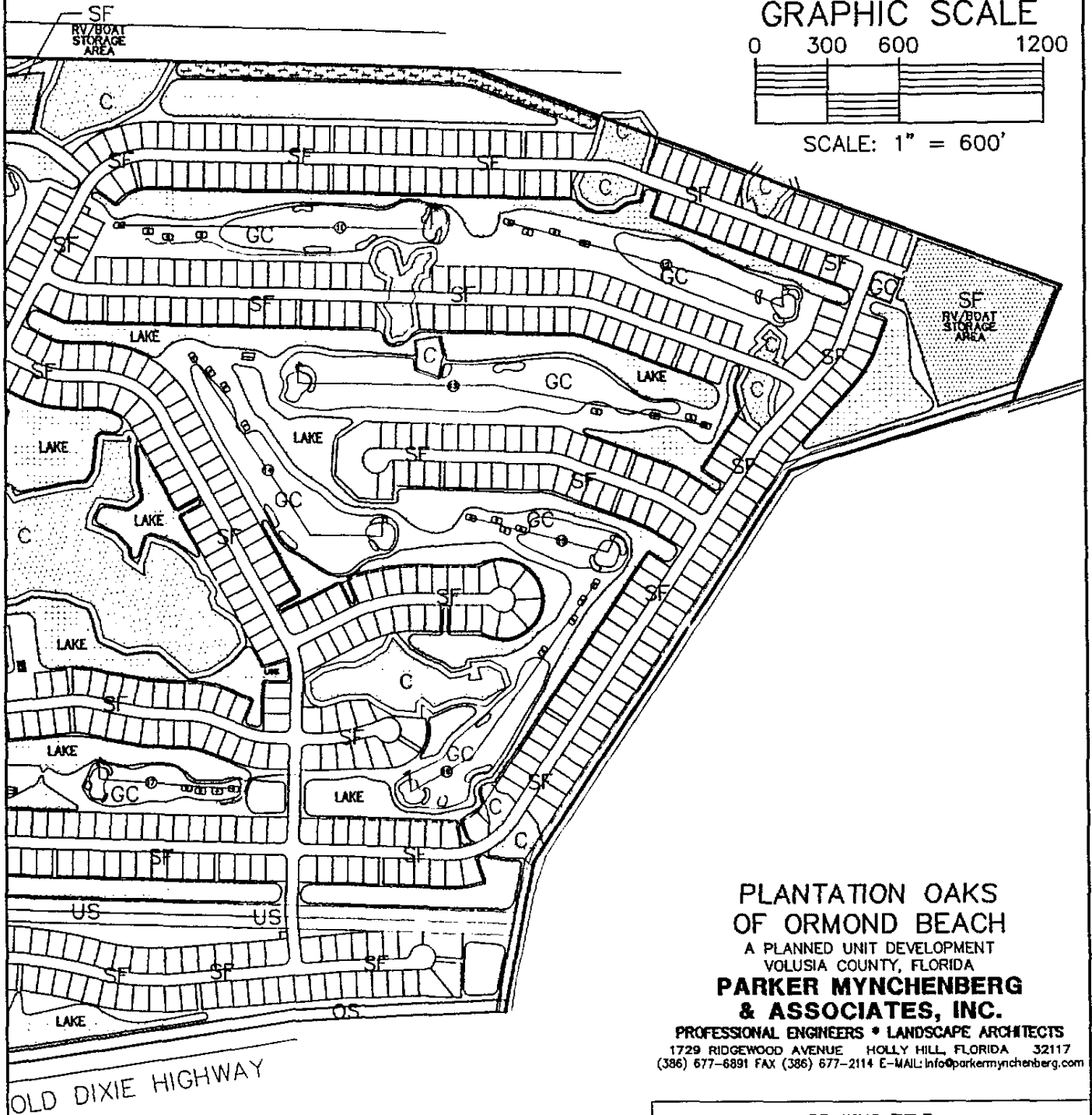
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GRAPHIC SCALE



SCALE: 1" = 600'



**PLANTATION OAKS
OF ORMOND BEACH**

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
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1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

DRAWING TITLE

ANNOTATED LAND USE PLAN

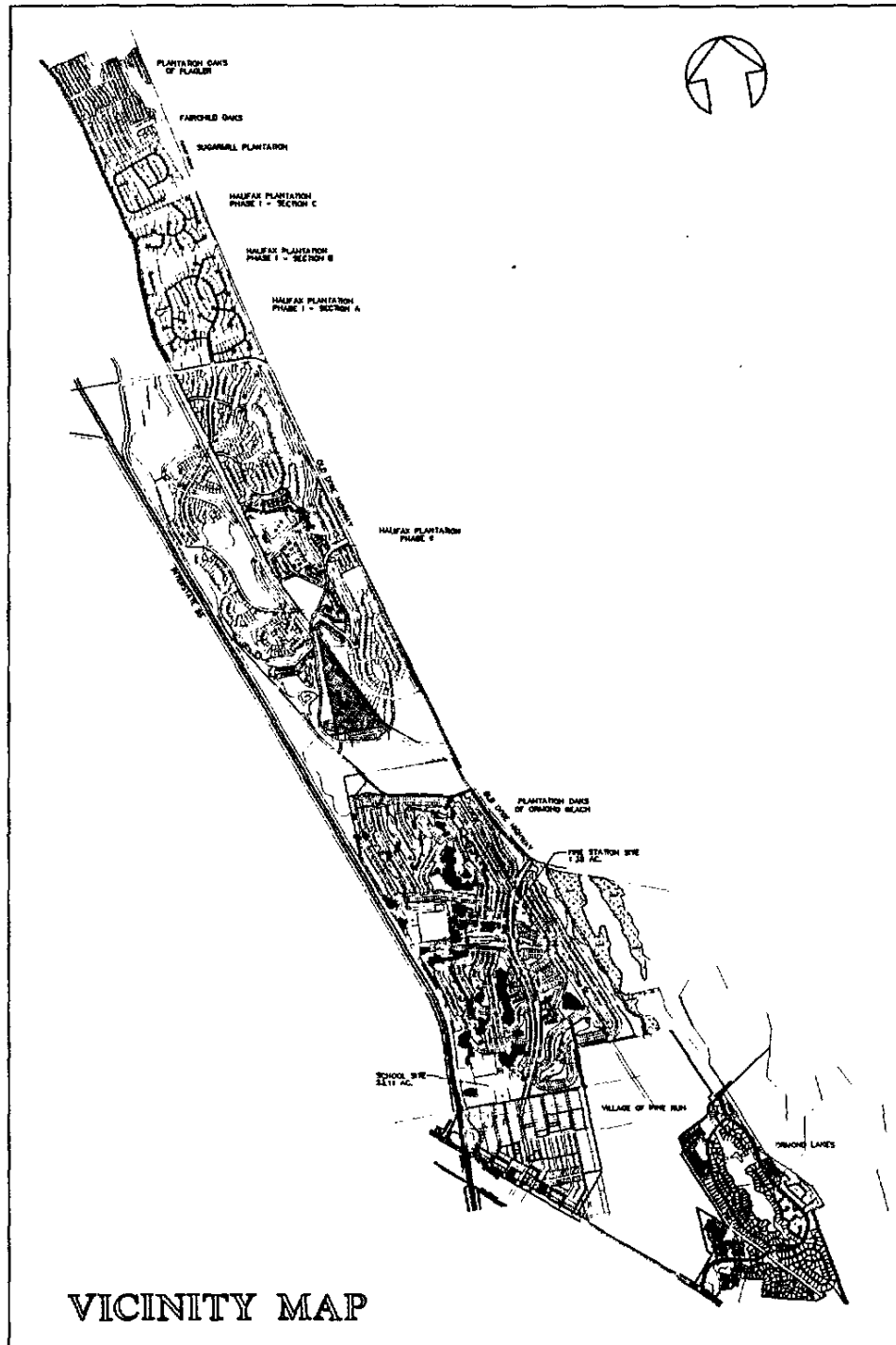
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PHASING	
PHASE 1	686 LOTS
PHASE 2	414 LOTS
PHASE 3	494 LOTS
TOTAL	1577 LOTS

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PLANTATION OAKS
OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6691 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

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DRAWING TITLE
COVER SHEET

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SHEET NO.	DESCRIPTION
1	COVER SHEET
2	MASTER DEVELOPMENT PLAN
3	MASTER WATER PLAN
4	MASTER SEWER PLAN
5	MASTER DRAINAGE PLAN
6	MASTER IRRIGATION PLAN
7	SIGNAGE & PAVING DETAILS
8	WETLAND IMPACT/MITIGATION PLAN
9	HORIZONTAL CONTROL PLAN

GENERAL INFORMATION

EXP. SEC. 116024

PLANTATION OAKS OF ORMOND BEACH
VOLUSIA COUNTY

DATE RECEIVED

PLANTATION GARTEN OF CHINA, L.C.
PARKER WINCHENBERG & ASSOC., INC.
PARKER WINCHENBERG, P.E. #30846, L.A.#1253
1729 ROCKWOOD AVENUE
HOLLY HILL, FLORIDA 32117
(386) 677-8891 FAX (386) 877-2114
E-MAIL: info@parkerwinchenberg.com

HOW TO BLEND

VOLUSA CONSTRUCTION
P.O. BOX 214378
SOUTH DAYTONA, FLORIDA 32121-4378
(386) 781-8111 FAX (386) 754-2204

TOTALY DISBURANCE

HALIFAX PAYING
P.O. BOX 730549
ORLANDO BEACH, FLORIDA 32173-0549
(305) 875-0850 FAX (305) 875-0853

PROD. COST ADJUSTMENT

J. DOYLE THOMPSON
KIMBLEY, VINCENT, FOLEY, P.A.
130 SOUTH PALMETTO AVENUE
DAYTONA BEACH, FLORIDA 32114
(306) 252-1516 FAX (306) 254-0153

RESEARCH DESIGN & EXPERIMENTAL LABORATORY METHOD

PARNER MYHREBERG & ASSOC. INC.
PARNER MYHREBERG, P.E. 803845, L.A. #353
1728 WOODWOOD AVENUE
HOLLY HILL, FLORIDA 32117
(386) 877-0891 FAX (386) 677-2114
E-MAIL: pmy@parmyhberg.com

主編人：

BRILLIANT ASSOCIATES, INC.
C. S. DUNHAM, P.I., & SONS
1735 PROSPECT AVENUE
HOLLY HILL, FLORIDA 32117
(386) 677-5443 FAX (386) 677-5454

EXHIBIT 14 - OVERVIEW

KARL LOTSPEICH
LOTSPEICH & ASSOCIATES, INC.
2711 W FAIRWAYS AVENUE
RENTER PARK, FLORIDA 32708-3314
(407) 740-8442 FAX (407) 645-1505

TRACING DOCUMENT

TURNOUT SYSTEMS, P.E.
TRAFFIC PLANNING & DESIGN, INC.
535 VERNACLES DRIVE - SUITE 200
MAYLAND, FLORIDA 32715-7300
(407) 838-0900 FAX (407) 838-0800

SITE INFORMATION

PROJECT ACREAGE. 1,033.75 ACRES
PROPOSED LOTS 1,277

ST. ANTHONY'S

GATED COMMUNITY
 18 HOLE CHAMPIONSHIP GOLF COURSE WITH CLUBHOUSE
 3 CLUBHOUSE
 6 SWIMMING POOLS
 5 SPAS
 TENNIS FACILITIES
 SHUFFLEBOARD
 SOFTBALL FIELD
 BOCCY
 HORSESHOES
 VOLLEYBALL
 STABILIZED FITNESS TRAIL
 RV AND BOAT STORAGE AREA

LANE 100 YAKLADIX

TOTAL AREA = 10315 TRES ACRES
LINEAL FEET OF STREETS
PUBLIC (ON SITE) = 2,586.16
PUBLIC (OFF SITE) = 2,618.04
PRIVATE = 44,305.00
AREA OF PUBLIC LAND (ON SITE) (P/LN) = 12.42 ACRES
AREA OF PUBLIC LAND (OFF SITE) (P/O) = 6.86 ACRES
SCHOOL SITE = 22.11 ACRES
OFFICE PARK STATION SITE = 1.36 ACRES
AREA OF PRIVATE LAND = 864.67 ACRES
TOTAL NUMBER OF LOTS: 1577
DENSITY = 1.53 B/LAC
TAX PARCEL #:

3124-00-00-00-0000
3125-00-00-00-0000
3125-02-74-0000
3125-01-68-0000
3125-00-00-00-0010
3129-00-01-00-0000

GENERAL NOTES

- [illegible]



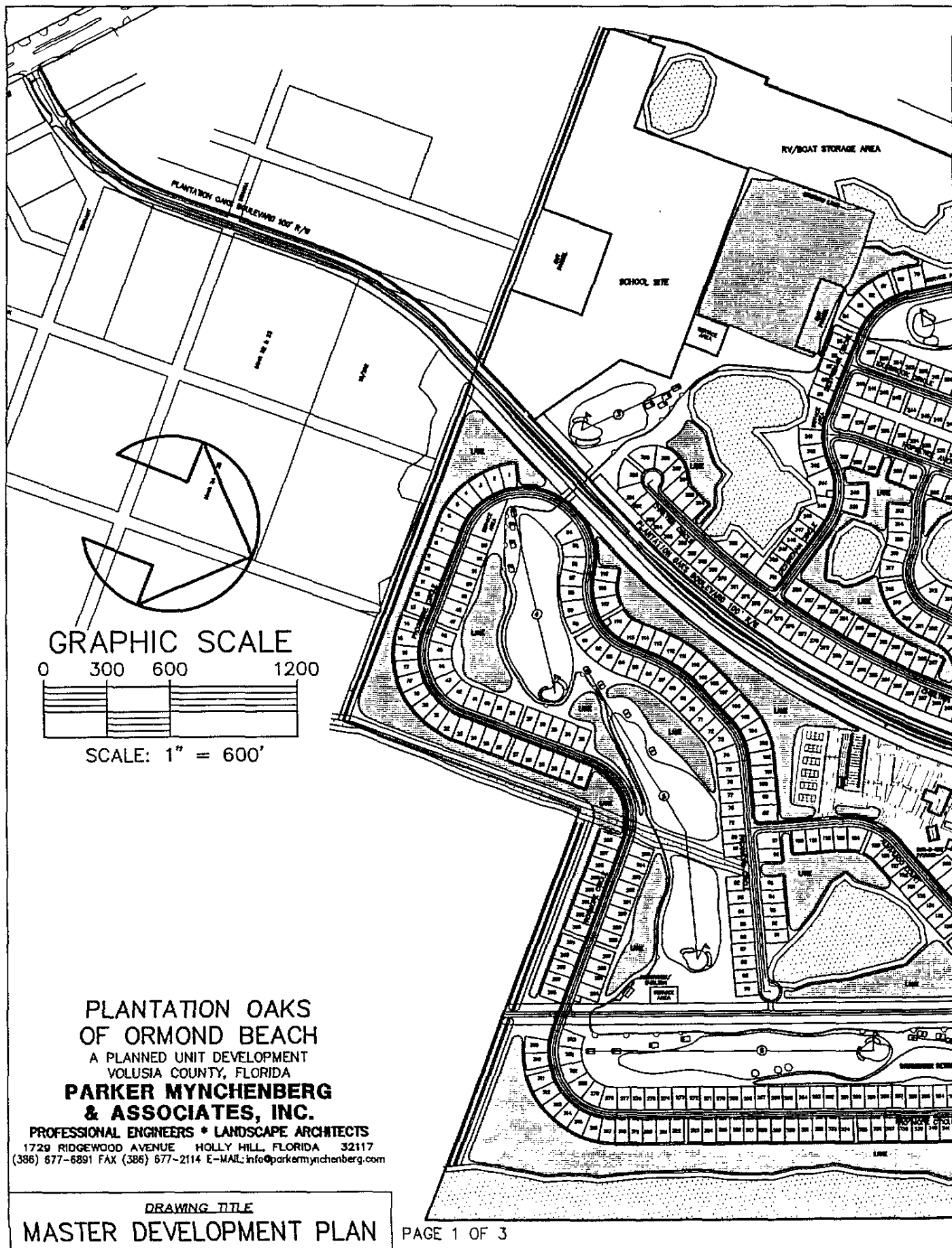
PLANTATION OAKS
OF ORMOND BEACH
A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA
**PARKER MYNCHENBERG
& ASSOCIATES, INC.**
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOULIHILL FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

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DRAWING TITLE
COVER SHEET

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PLANTATION OAKS
OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

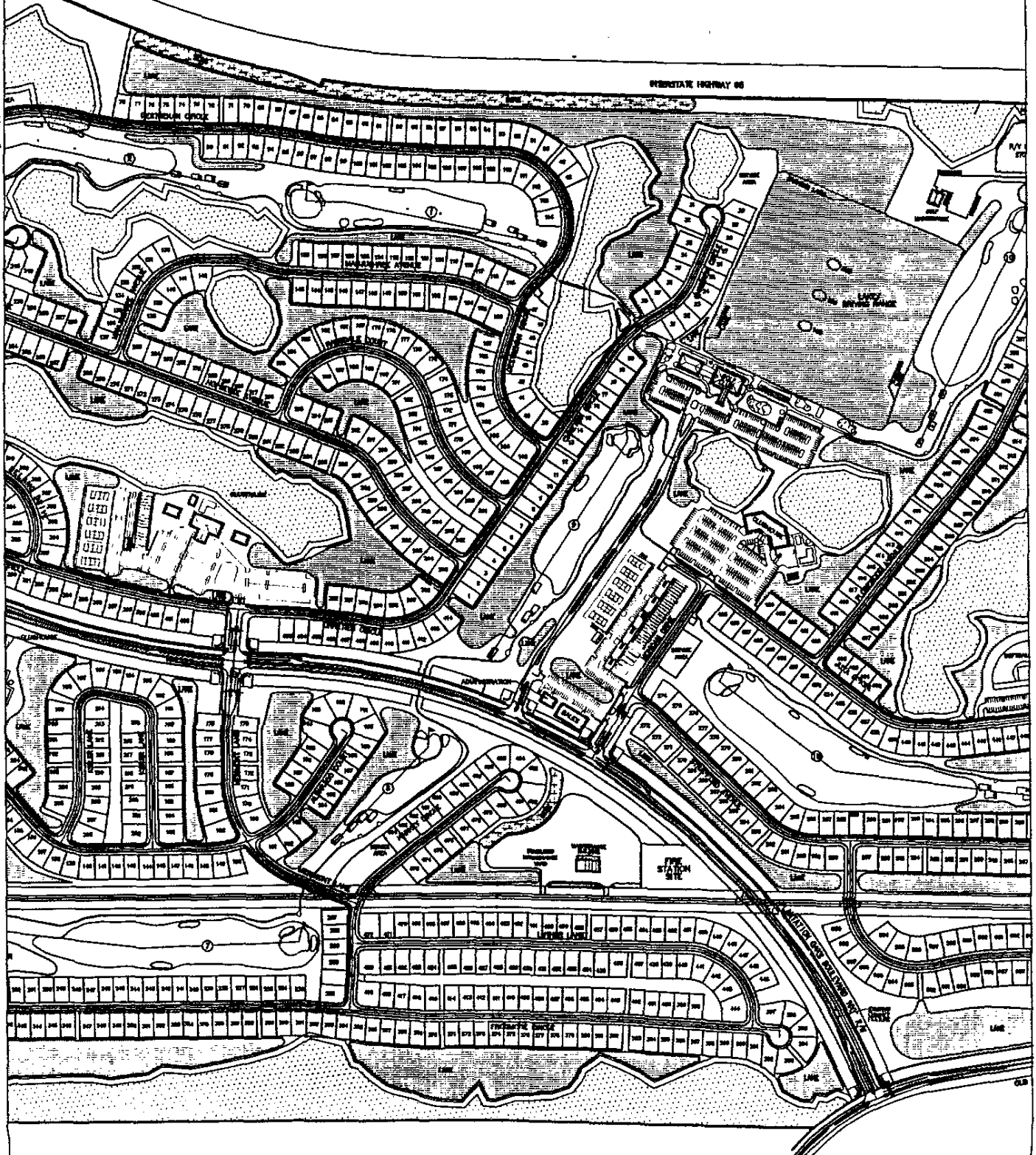
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(386) 677-0601 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

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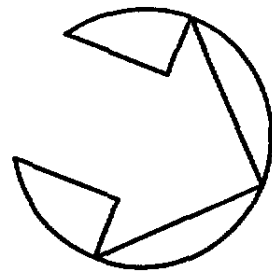
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MASTER DEVELOPMENT PLAN

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GRAPHIC SCALE



SCALE: 1" = 600'



PLANTATION OAKS
OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

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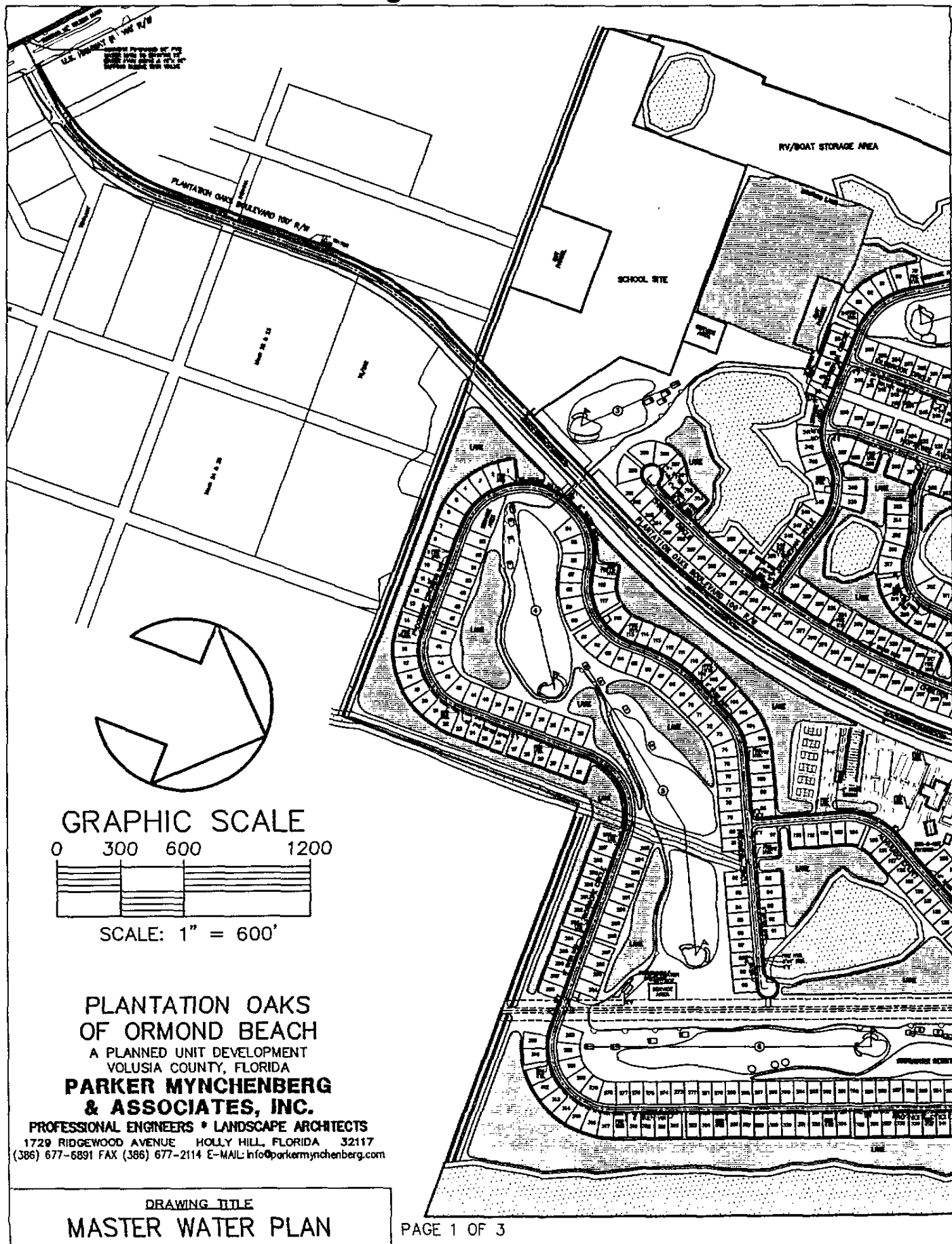
PAGE 3 OF 3

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MASTER DEVELOPMENT PLAN

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Page: 188



PLANTATION OAKS
OF ORMOND BEACH

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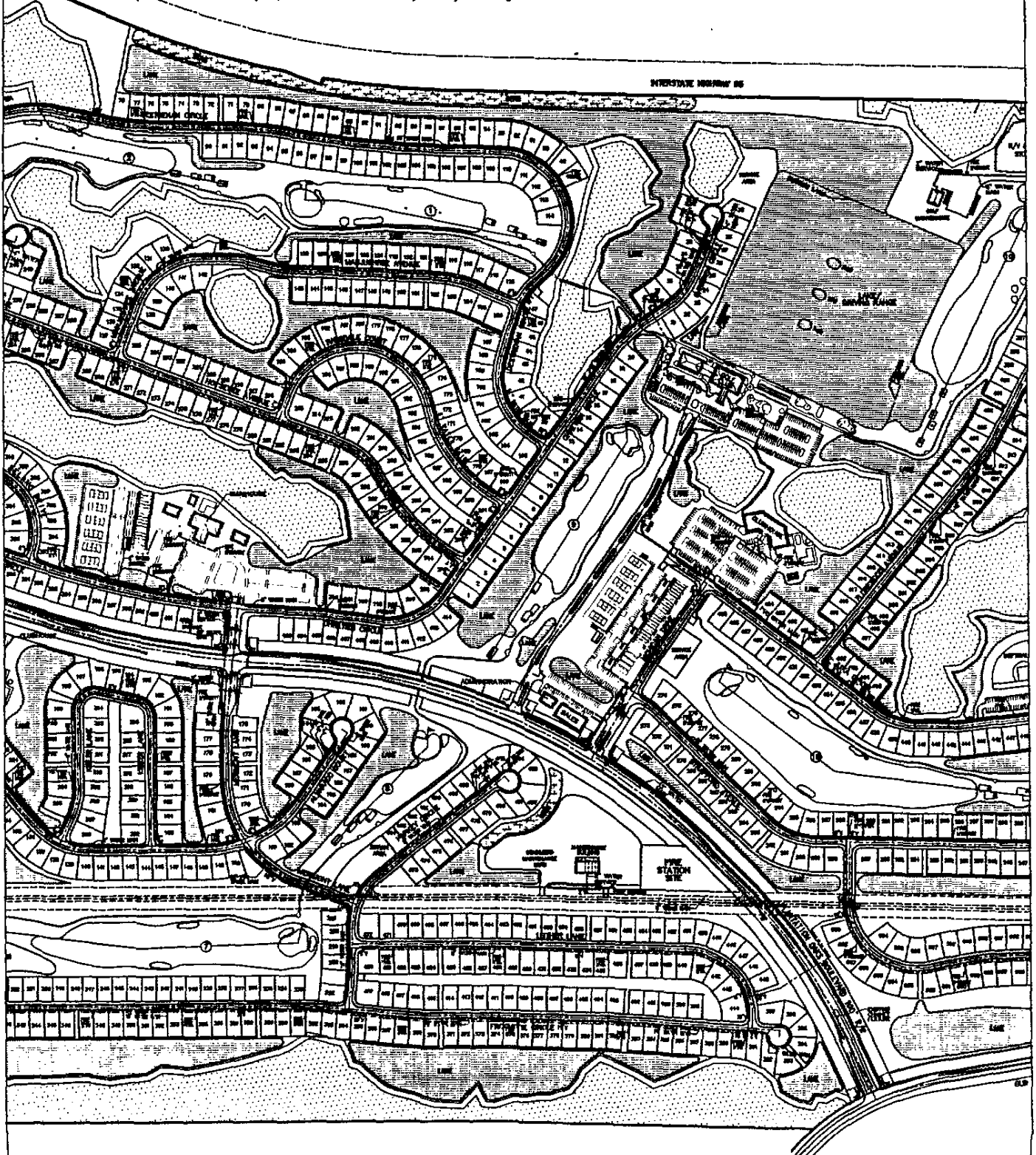
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MASTER WATER PLAN

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

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PLANTATION OAKS
OF ORMOND BEACH

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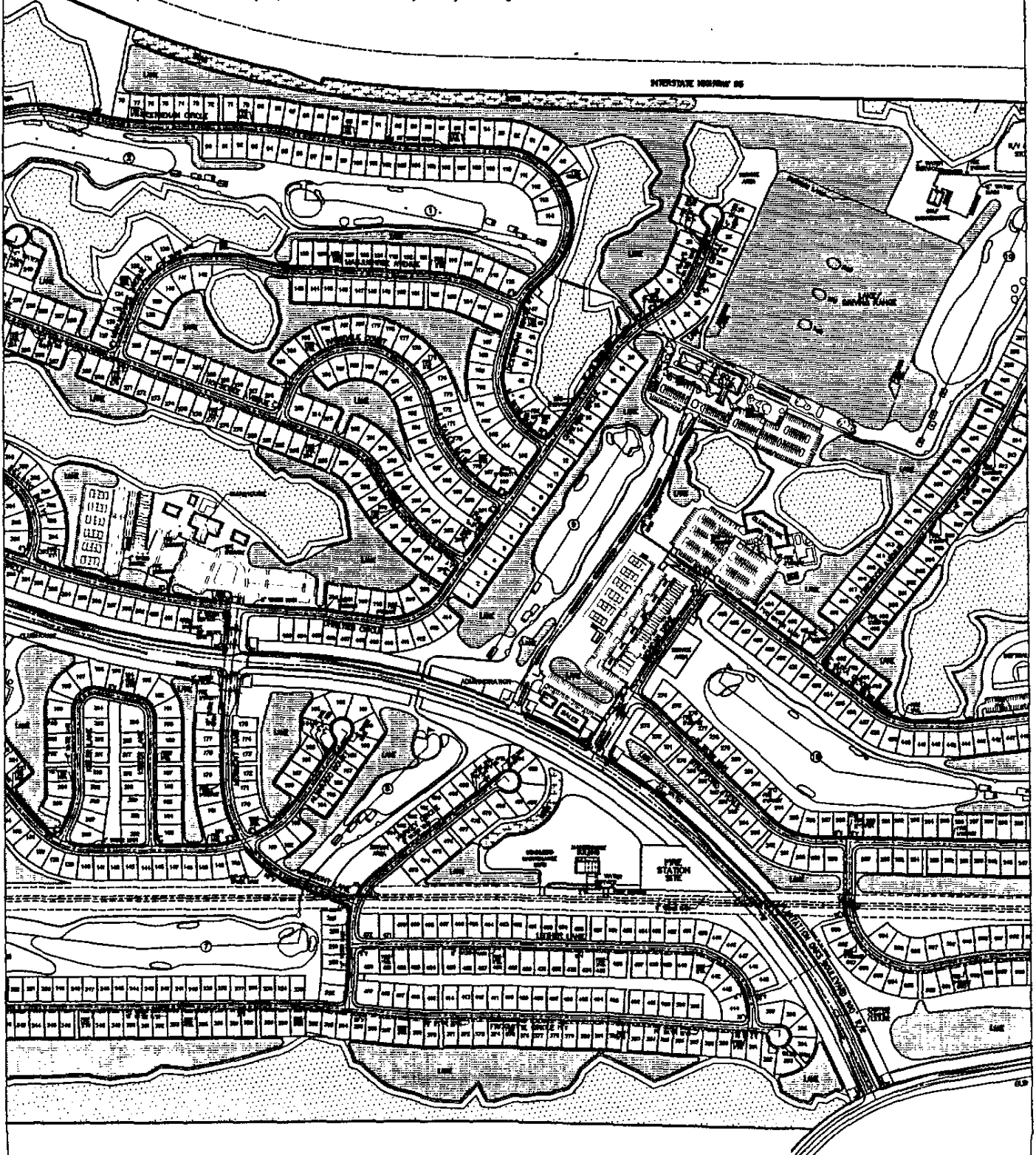
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A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

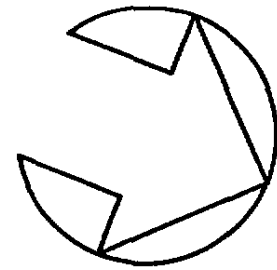
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GRAPHIC SCALE



SCALE: 1" = 600'



PLANTATION OAKS
OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

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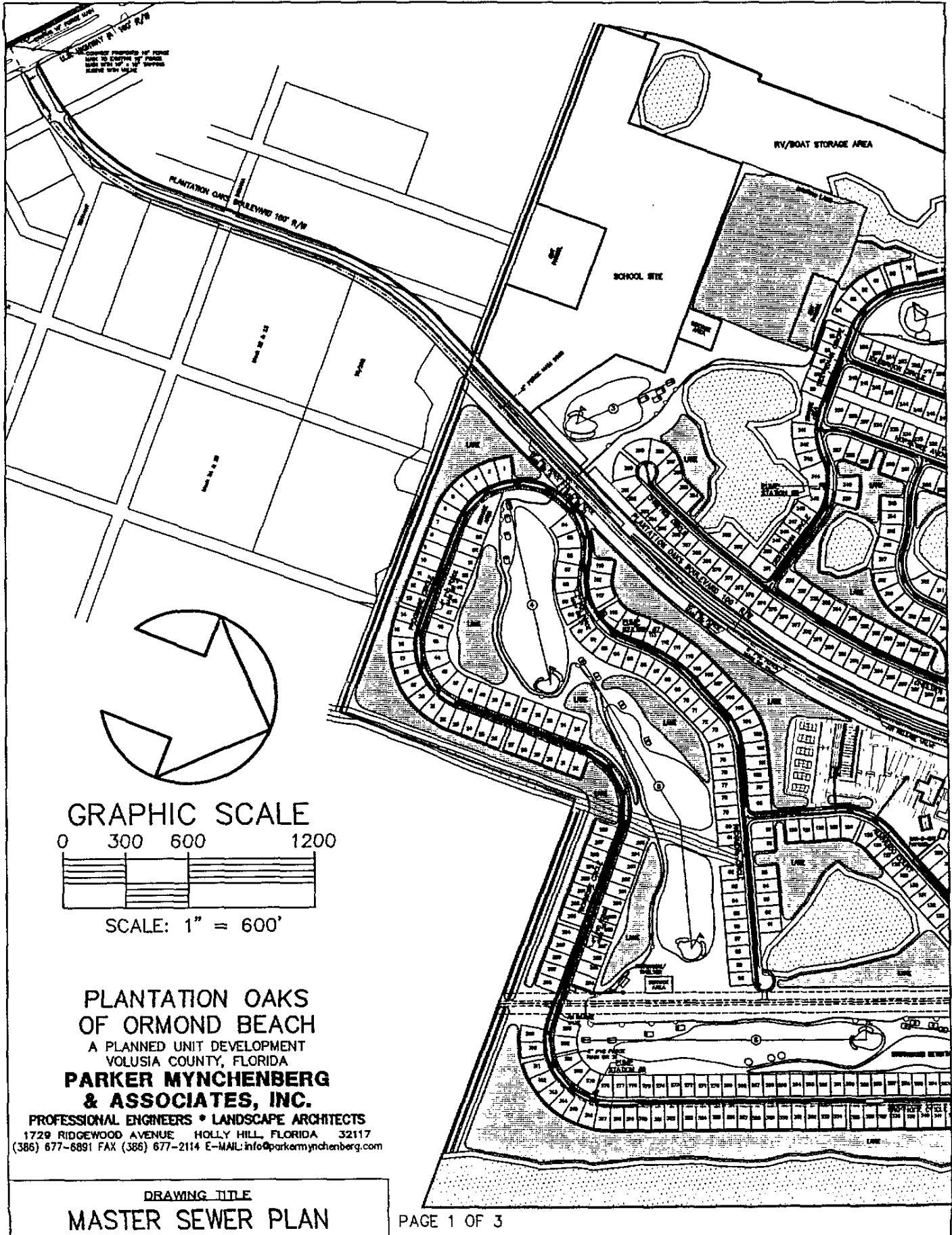
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DRAWING TITLE
MASTER WATER PLAN

SHEET 14 OF 34

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PLANTATION OAKS OF ORMOND BEACH

PAGE 2 OF 3

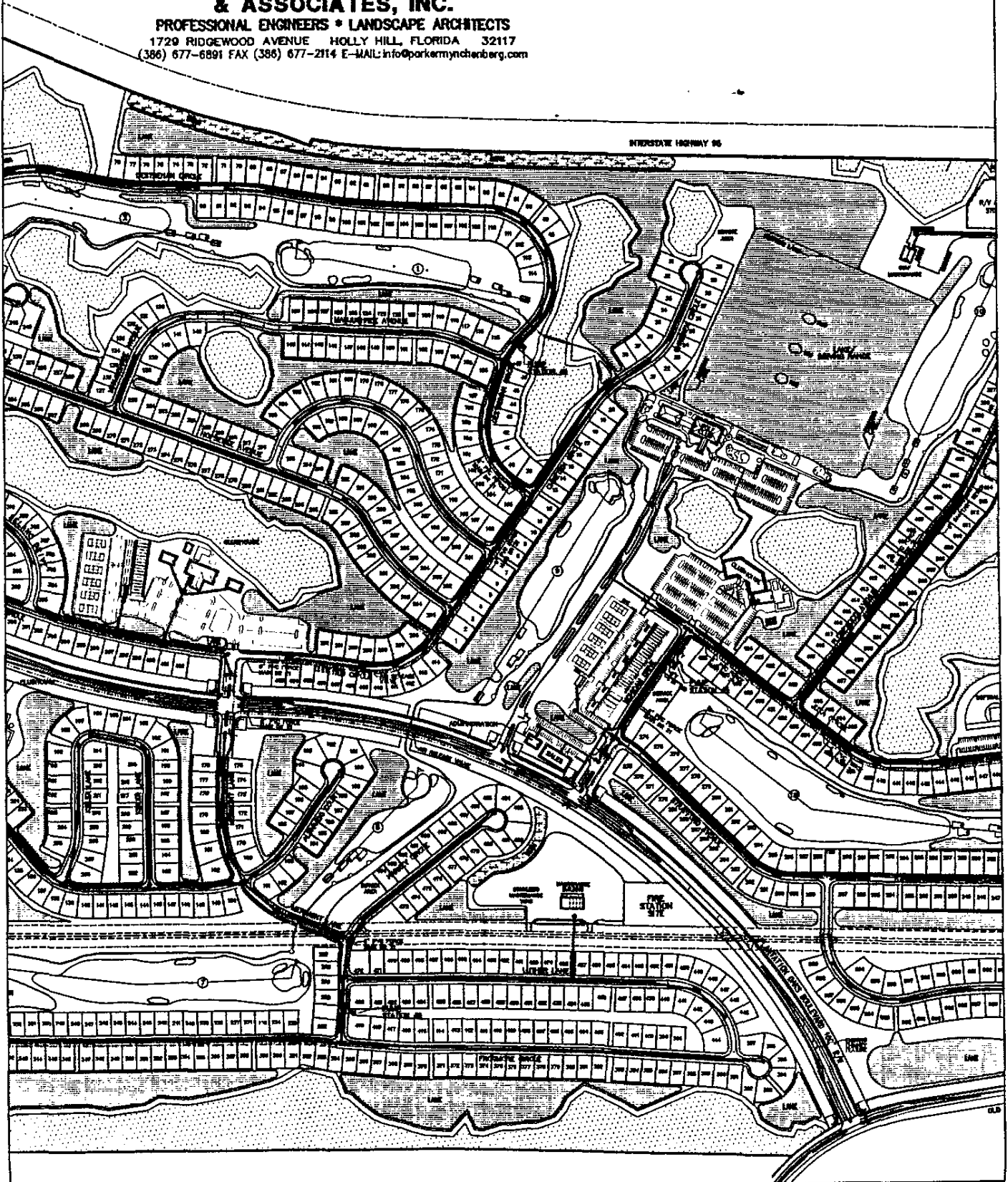
A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

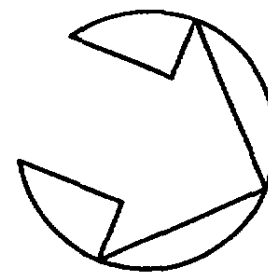
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
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DRAWING TITLE
MASTER SEWER PLAN

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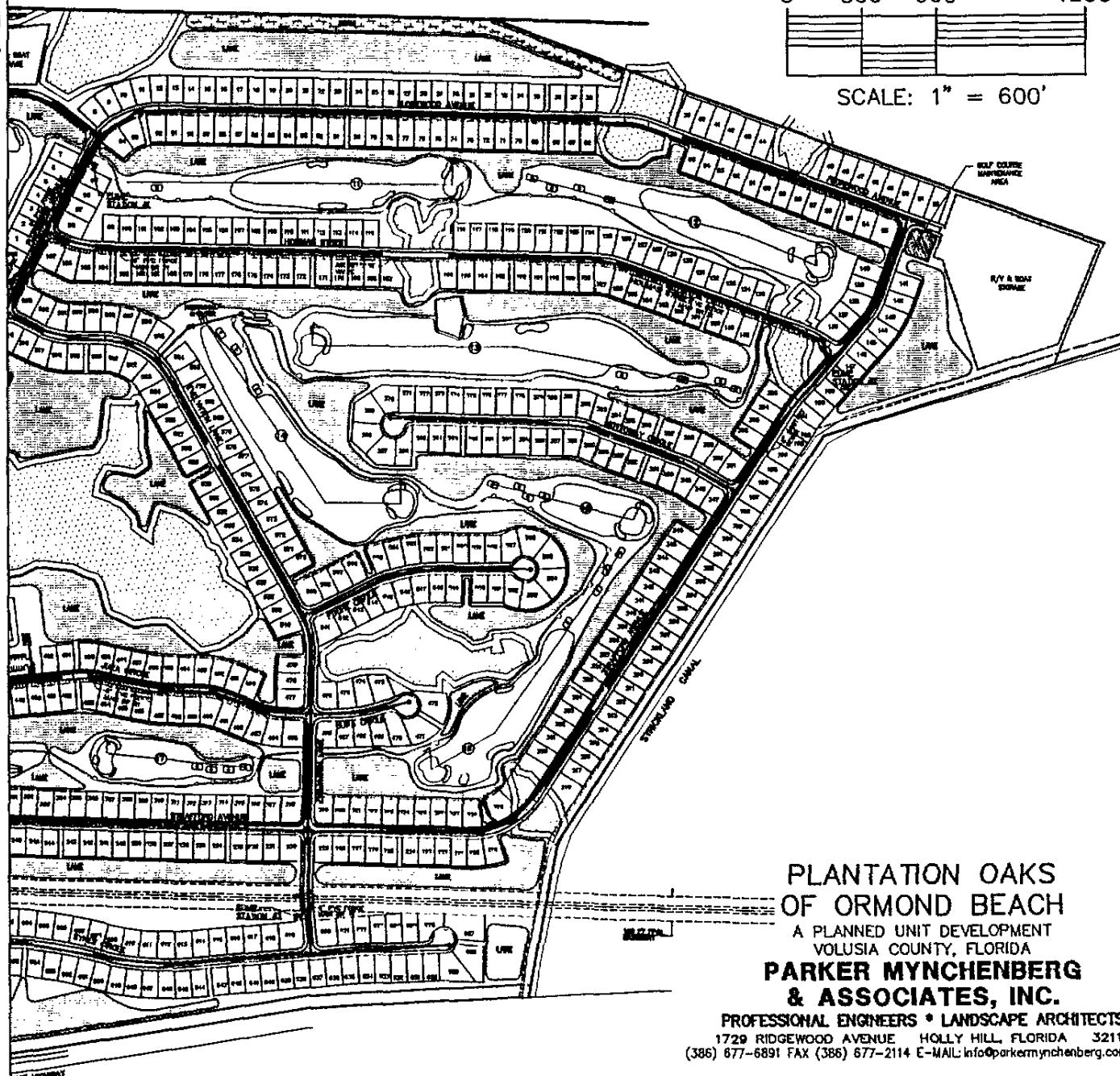
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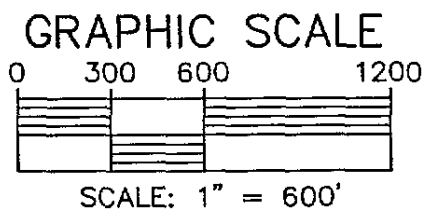


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DRAWING TITLE
MASTER SEWER PLAN

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PLANTATION OAKS
OF ORMOND BEACH
A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA
**PARKER MYNCHENBERG
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DRAWING TITLE
MASTER DRAINAGE PLAN

PAGE 1 OF 3

SHEET 18 OF 34

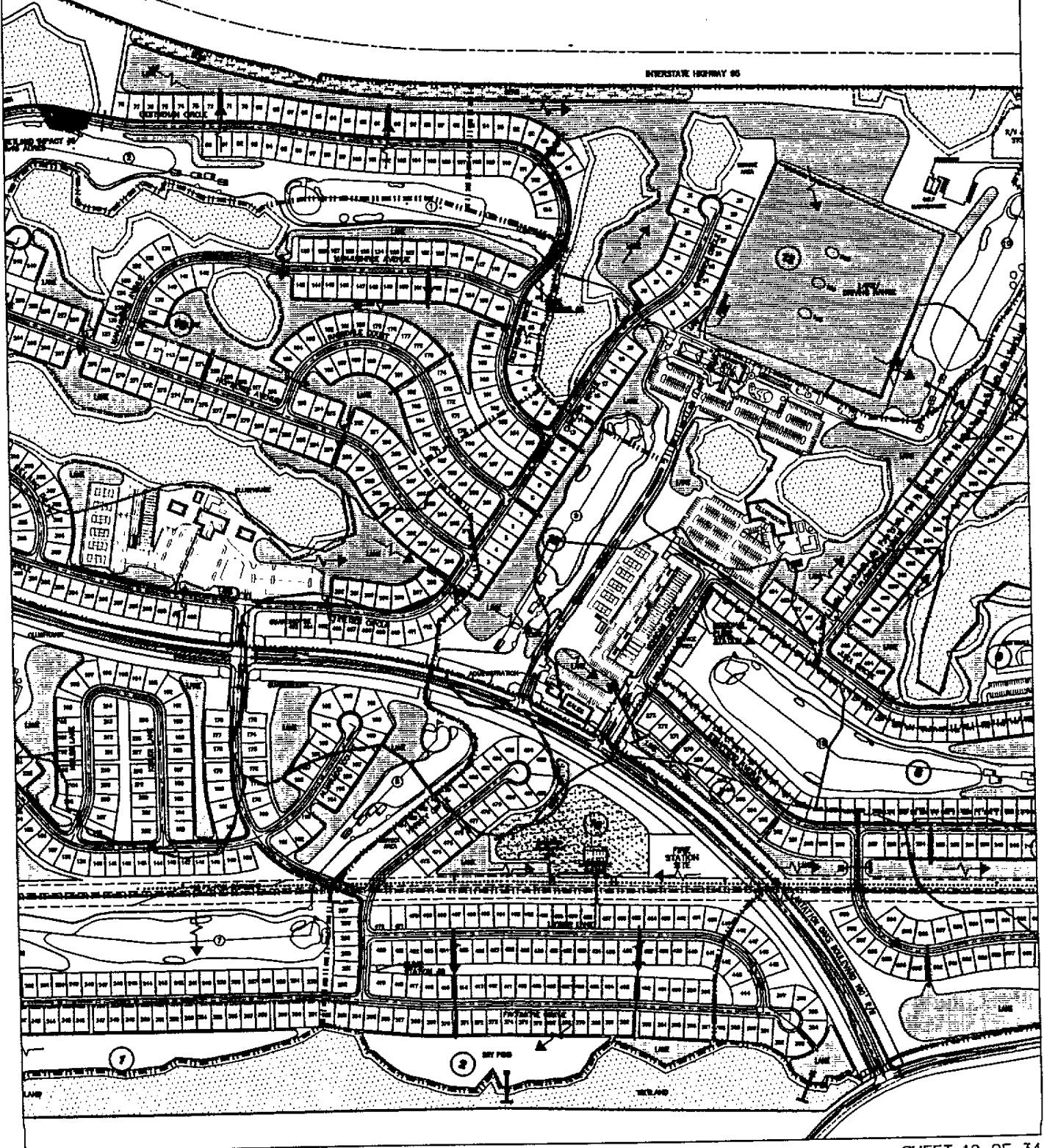
Packet Pg. 811

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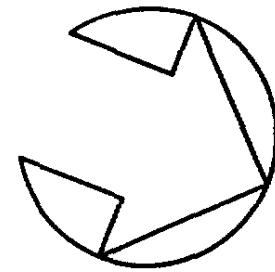
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MASTER DRAINAGE PLAN

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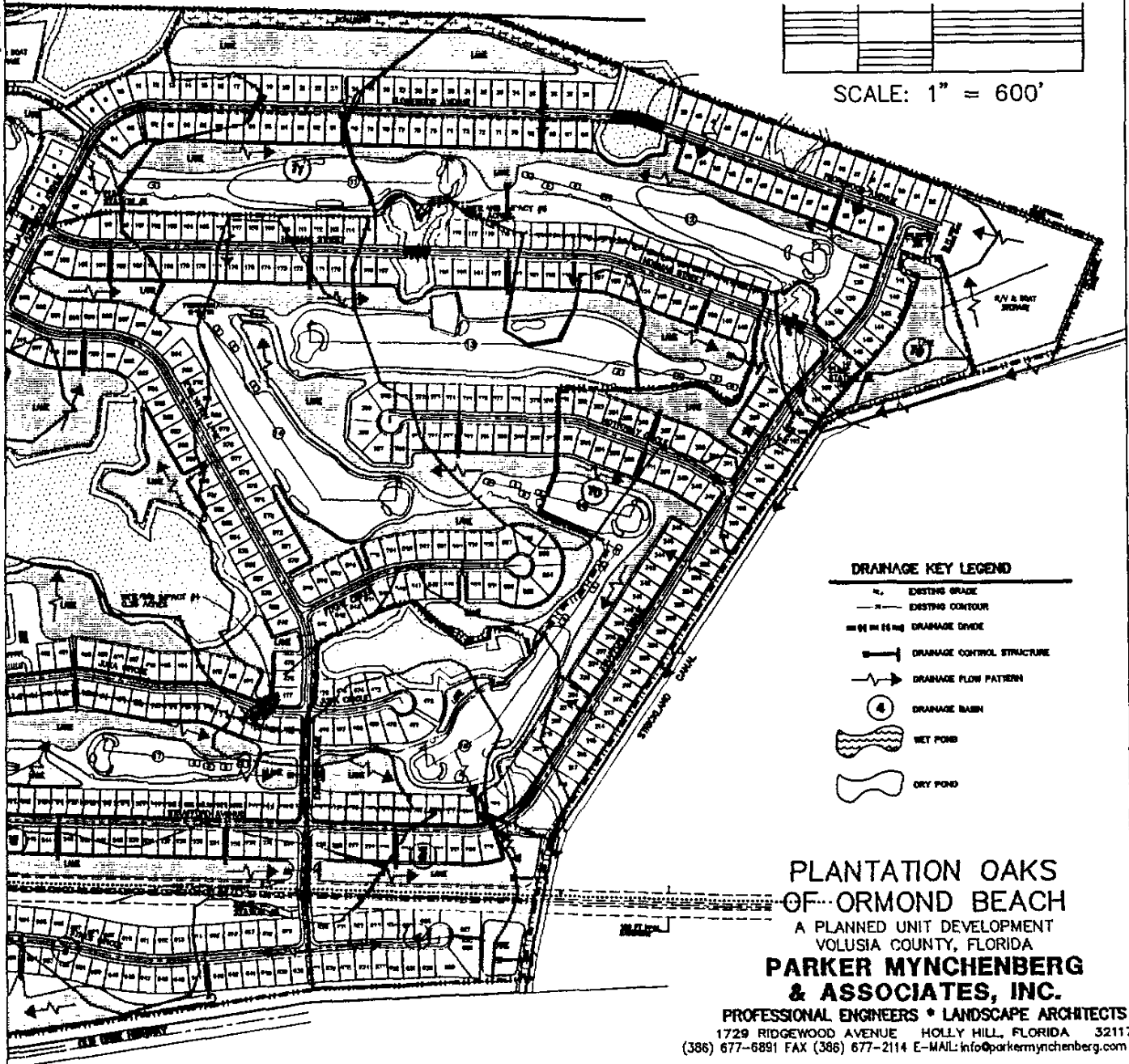


GRAPHIC SCALE

0 300 600 1200



SCALE: 1" = 600'



DRAINAGE KEY LEGEND

- | | |
|---|----------------------------|
|  | EXISTING GRADE |
|  | EXISTING CONTOUR |
|  | DRAINAGE DIVIDE |
|  | DRAINAGE CONTROL STRUCTURE |
|  | DRAINAGE FLOW PATTERN |
|  | DRAINAGE BASIN |
|  | WET POND |
|  | DRY POND |

PLANTATION OAKS OF ORMOND BEACH

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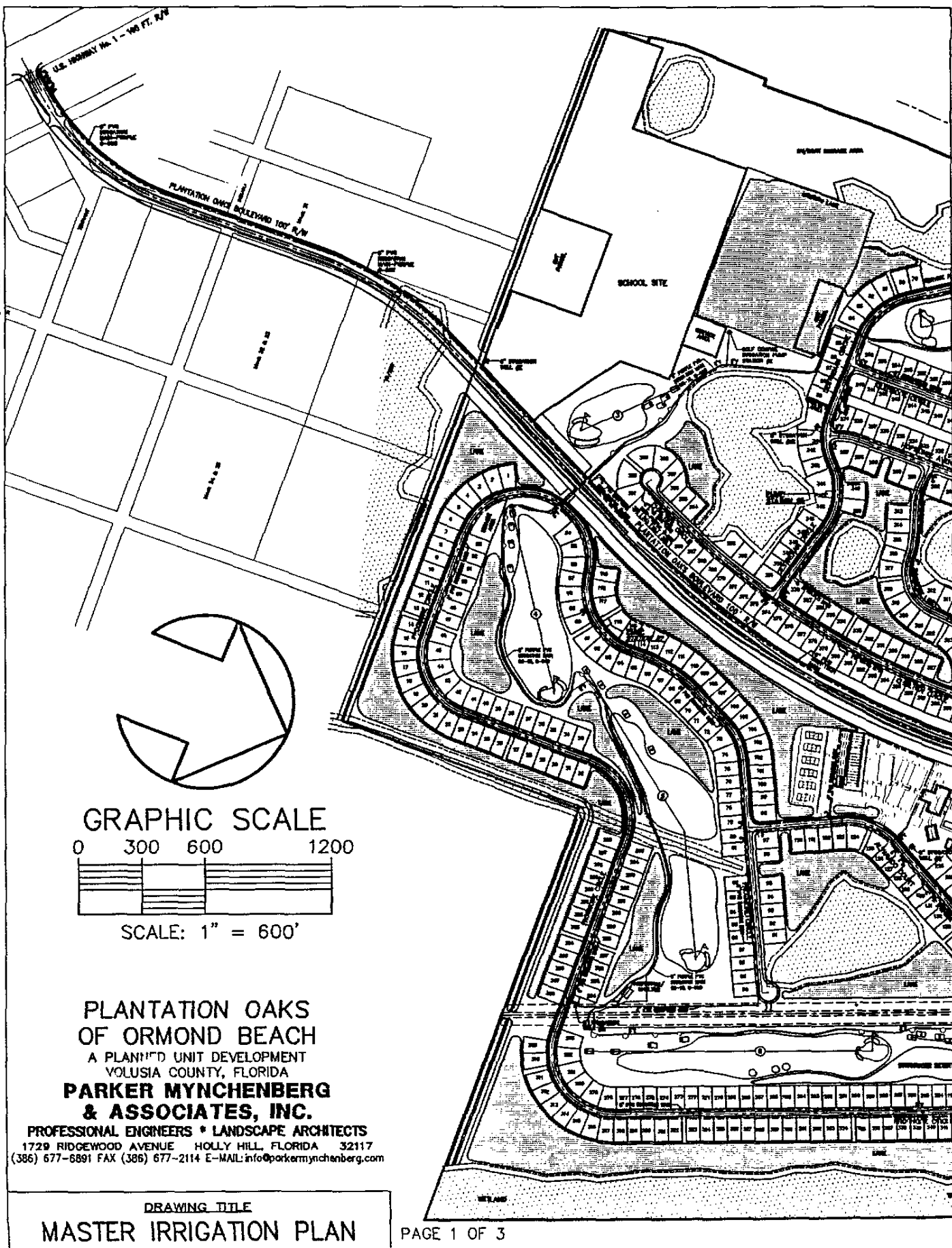
PAGE 3 OF 3

DRAWING TITLE
MASTER DRAINAGE PLAN

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PLANTATION OAKS
OF ORMOND BEACH

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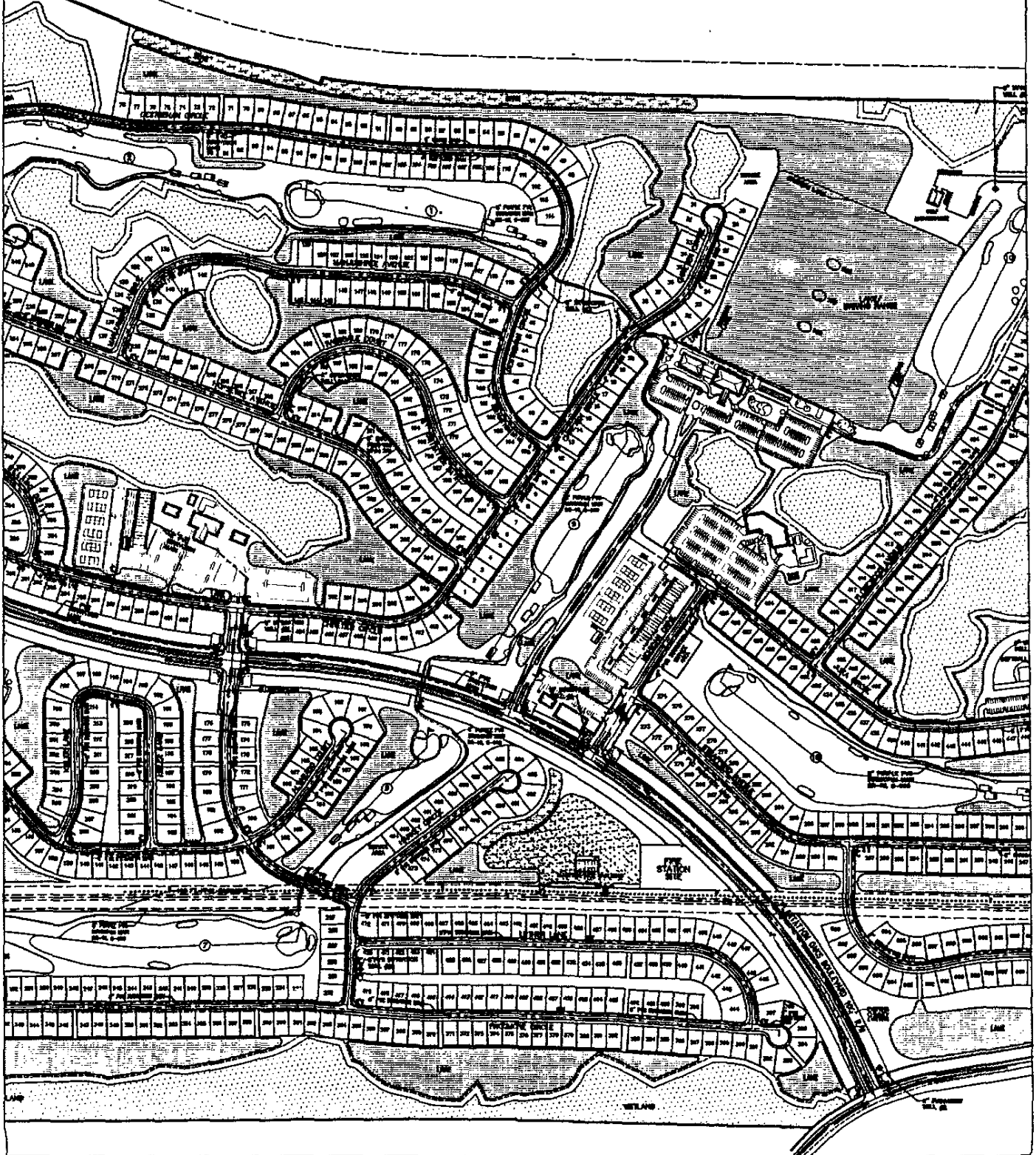
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MASTER IRRIGATION PLAN

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

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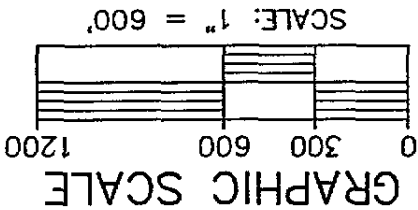
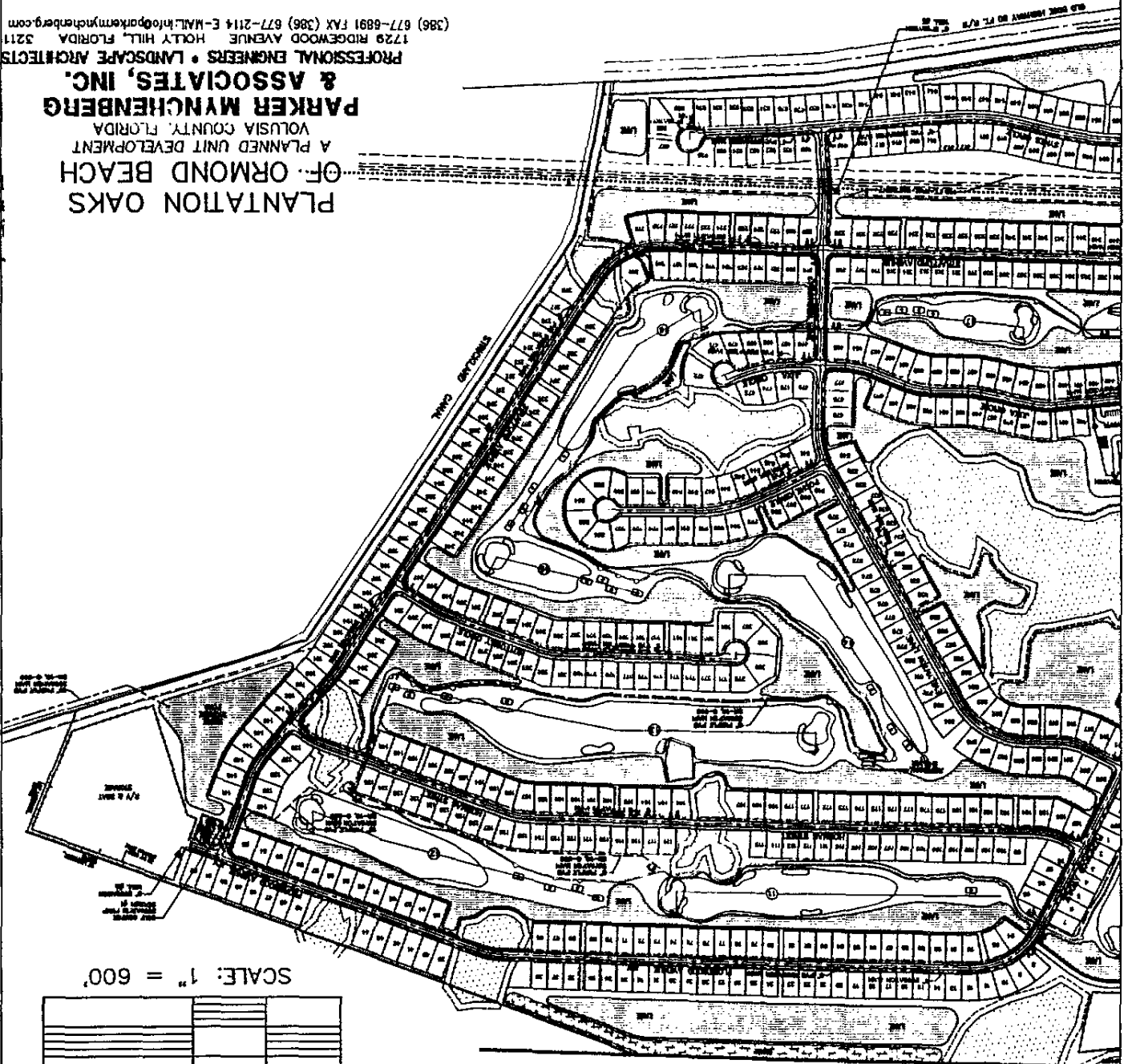
SHEET 22 OF 34

MASTER IRRIGATION PLAN
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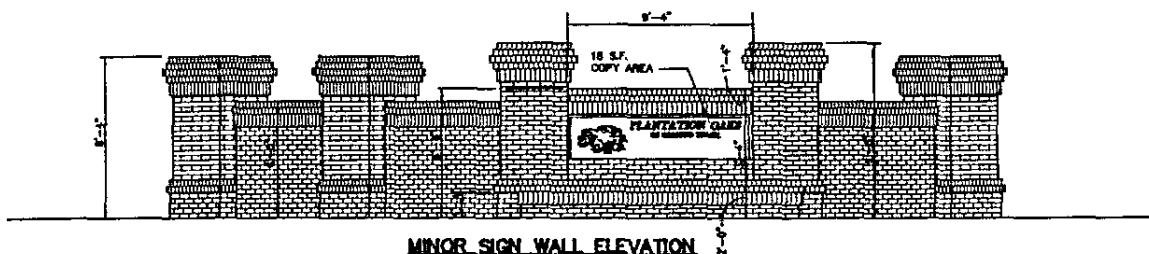
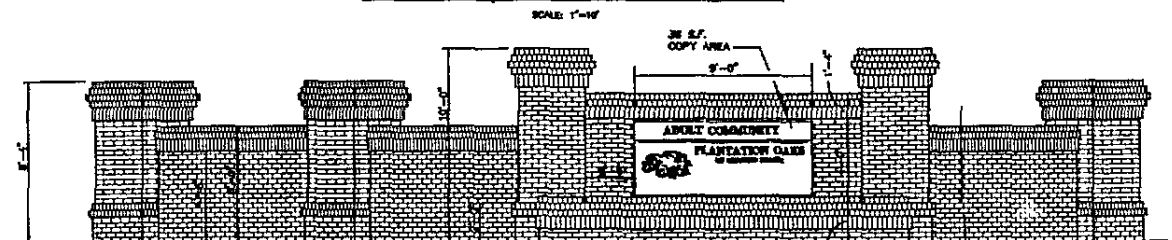
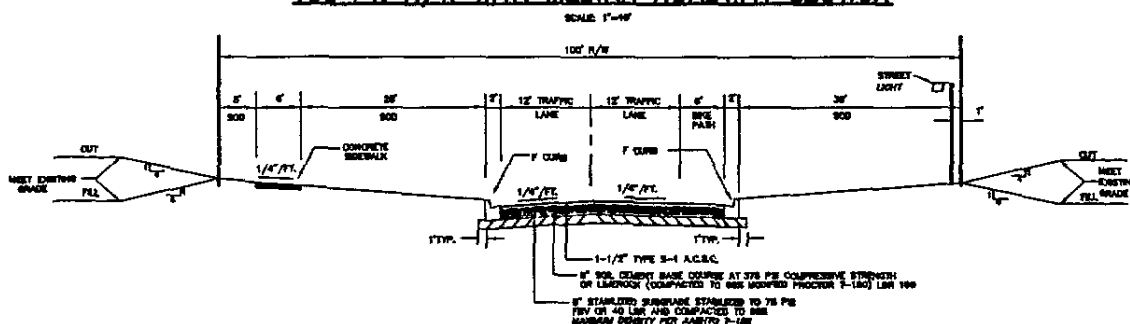
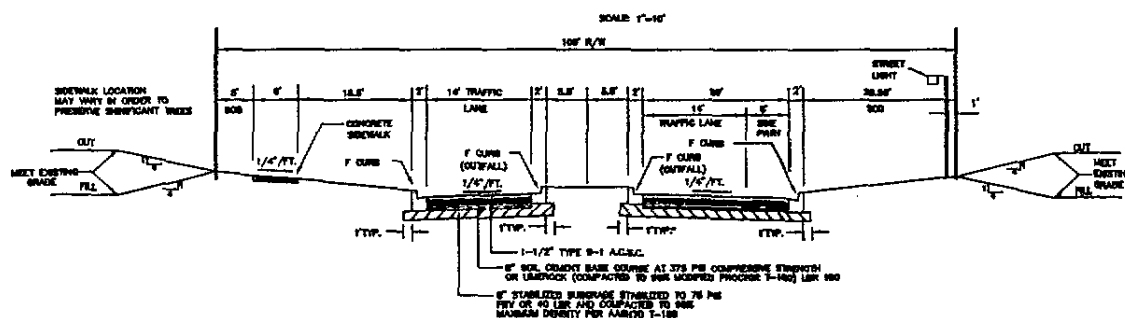
PAGE 3 OF 3

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PLANTATION OAKS
OF ORMOND BEACH
A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA
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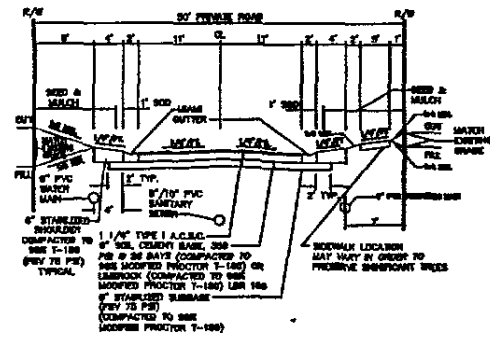
**PLANTATION OAKS
 OF ORMOND BEACH**
 A PLANNED UNIT DEVELOPMENT
 VOLUSIA COUNTY, FLORIDA

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SIGNAGE AND PAVING DETAILS

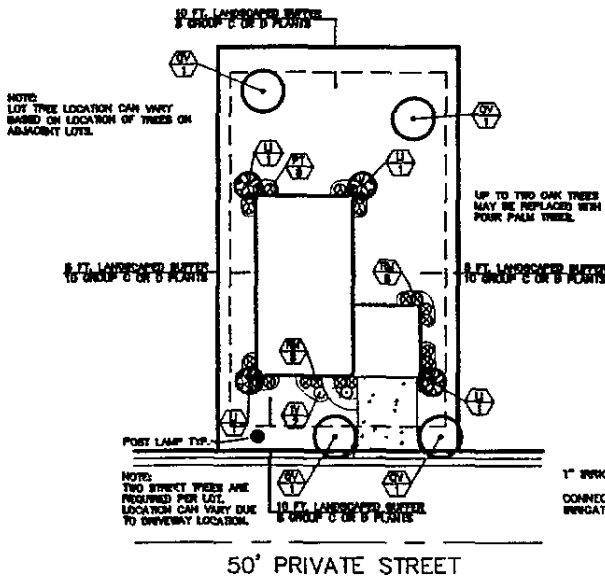
PAGE 1 OF 4

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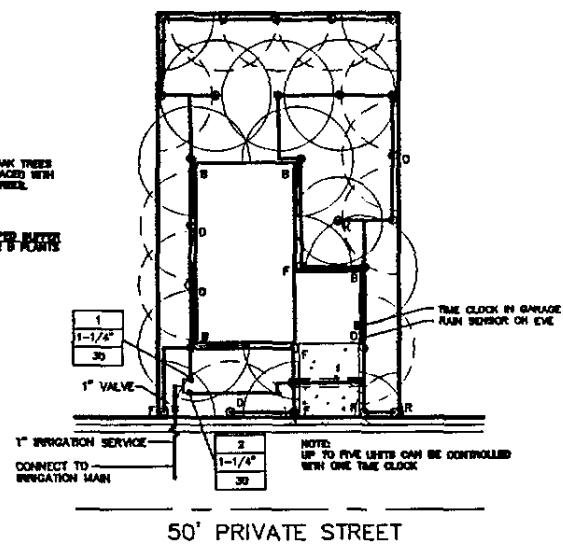


TYPICAL 50' PRIVATE ROAD SECTION
 SCALE 1"=40'



50' PRIVATE STREET

TYPICAL 65' X 110' LOT
TYPICAL LANDSCAPE
 1" = 20'



50' PRIVATE STREET

TYPICAL 65' X 110' LOT
TYPICAL IRRIGATION
 1" = 20'

PLANT LIST					
SYMBOL	AMT.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
①	IV	2	HEX VOMITORIA "NANA"	YAUPOH	3 GAL: 18"-24" X 18"CH" 3" ON CENTER
②	RM	16	RAPIDOLEPS "MAJESTIC BEAUTY"	INDIAN HAWTHORN	3 GAL: 18"-24" X 18"CH" 3" ON CENTER
③	PT	8	PITISPORUM TORBIA	GREEN PITISPORUM	3 GAL: 18"-24" X 18"CH" 3" ON CENTER
④	U	4	LACONOSTOMA INDICA	ORANGE MYRTLE	8"X14"X6" MULTI-TRUNKED MIN. 5 BRANCHES 3" C.T.
⑤	QV	4	QUERCUS VIRGINIANA	LIVE OAK	2-1/2" MIN. CAL. 10' HT. 4-6' SPREAD
		34		GROUP C OR D PLANTS	
			ST. AUGUSTINE "FLORATAM" SOLID SOD (93. FT.)		

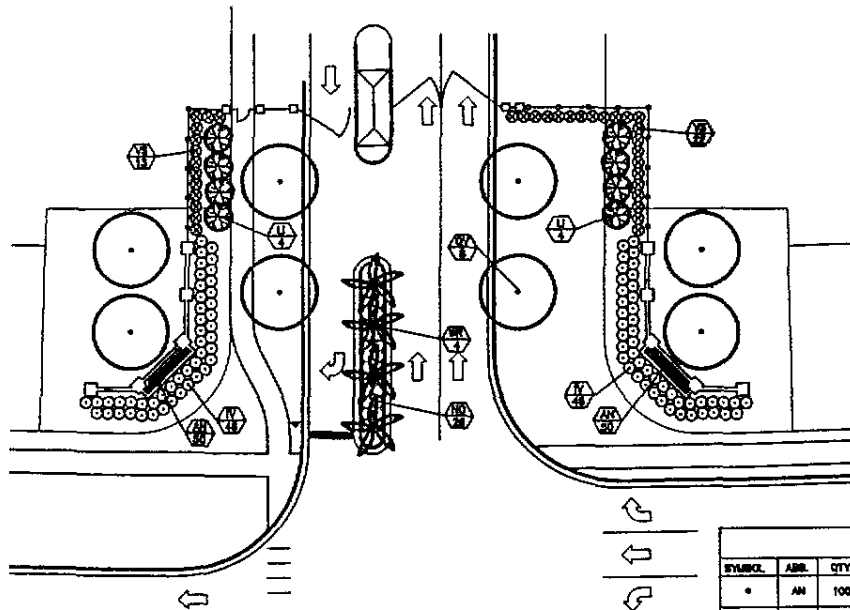
NOTE: UP TO 50% OF REQUIRED TREES CAN BE PALMS AT A RATIO OF 2 PALMS TO ONE LANDSCAPE.

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PLANTATION OAKS OF ORMOND BEACH
 A PLANNED UNIT DEVELOPMENT
 VOLUSIA COUNTY, FLORIDA

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TYPICAL MAJOR ENTRANCE SIGN LANDSCAPE PLAN

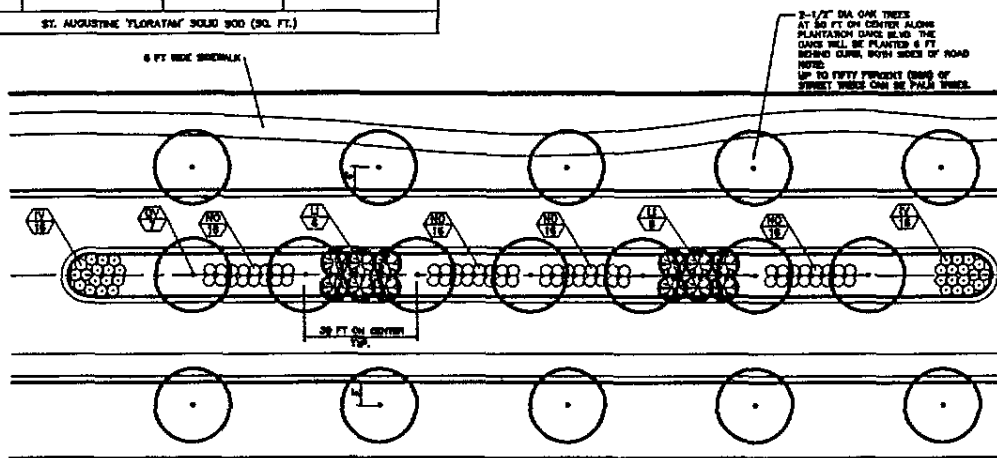
1" = 20'

PLANT LIST FOR ISLAND

SYMBOL	ABB.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
○	IV	38	HEX VOMITORIA "NANA"	YACON	3 GAL: 18"-24" X 18"X24" 3' ON CENTER
○	NO	64	HEX OLEANDER "PETITE SALMON"	DWARF OLEANDER	3 GAL: 18"-24" X 18"X24" 3' ON CENTER
⊗	LI	12	LAGERSTROMIA INDICA	CREPE MYRTLE	6"X14"X6" MULTI-TRUNKED MIN. 8 BRANCHES 3' C.T.
○	QV	7	QUERCUS VIRGINIANA	LIVE OAK	2.5" MIN. CAL. 10' HT., 4-6' SPREAD
SOD ST. AUGUSTINE FLORATAM SOD SOD (30. FT.)					

PLANT LIST FOR ISLAND

SYMBOL	ABB.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
*	AN	100	ANNUALS	ANNUALS	1 GALLON
○	IV	82	HEX VOMITORIA "NANA"	YACON	3 GAL: 18"-24" X 18"X24" 3' ON CENTER
○	NO	28	HEX OLEANDER "PETITE SALMON"	DWARF OLEANDER	3 GAL: 18"-24" X 18"X24" 3' ON CENTER
⊗	VS	38	HEX OLEANDER "PETITE SALMON"	DWARF OLEANDER	3 GAL: 18"-24" X 18"X24" 3' ON CENTER
⊗	LI	8	LAGERSTROMIA INDICA	CREPE MYRTLE	6"X14"X6" MULTI-TRUNKED MIN. 8 BRANCHES 3' C.T.
○	QV	8	QUERCUS VIRGINIANA	LIVE OAK	2.5" MIN. CAL. 10' HT., 4-6' SPREAD
⊗	WE	4	WASHINGTONIA ROBUSTA	WASHINGTON PALM	12-14' CLEAR TRUNK
SOD ST. AUGUSTINE FLORATAM SOD SOD (30. FT.)					



100 FT. R/W WITH MEDIAN ROADWAY SECTION

TYPICAL LANDSCAPE
 1" = 20'

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**PLANTATION OAKS
 OF ORMOND BEACH**

A PLANNED UNIT DEVELOPMENT
 VOLUSIA COUNTY, FLORIDA

DRAWING TITLE

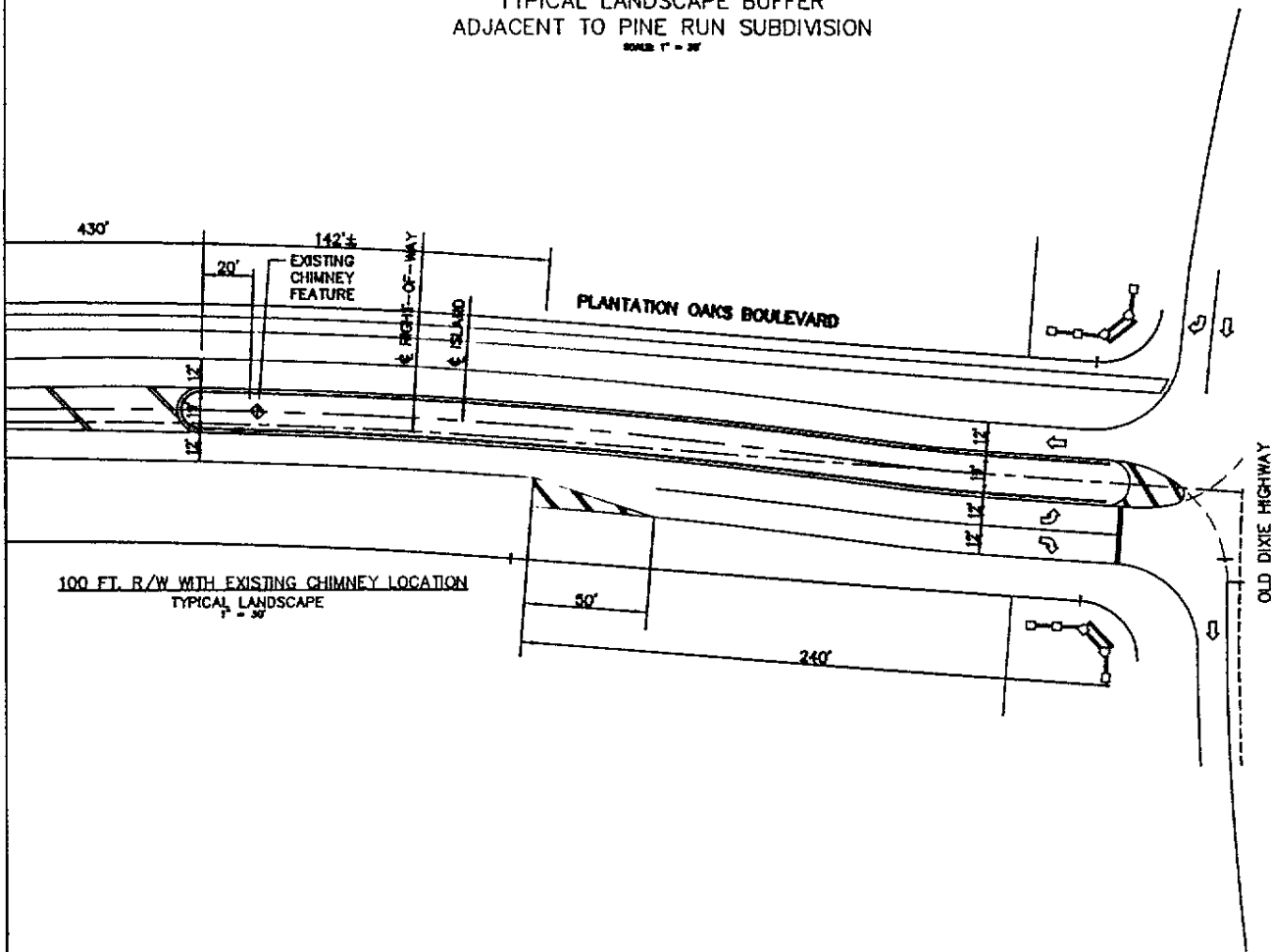
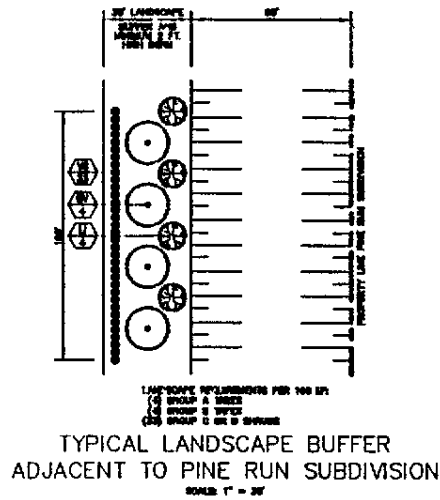
SIGNAGE AND PAVING DETAILS

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**PLANTATION OAKS
 OF ORMOND BEACH**
 A PLANNED UNIT DEVELOPMENT
 VOLUSIA COUNTY, FLORIDA

DRAWING TITLE

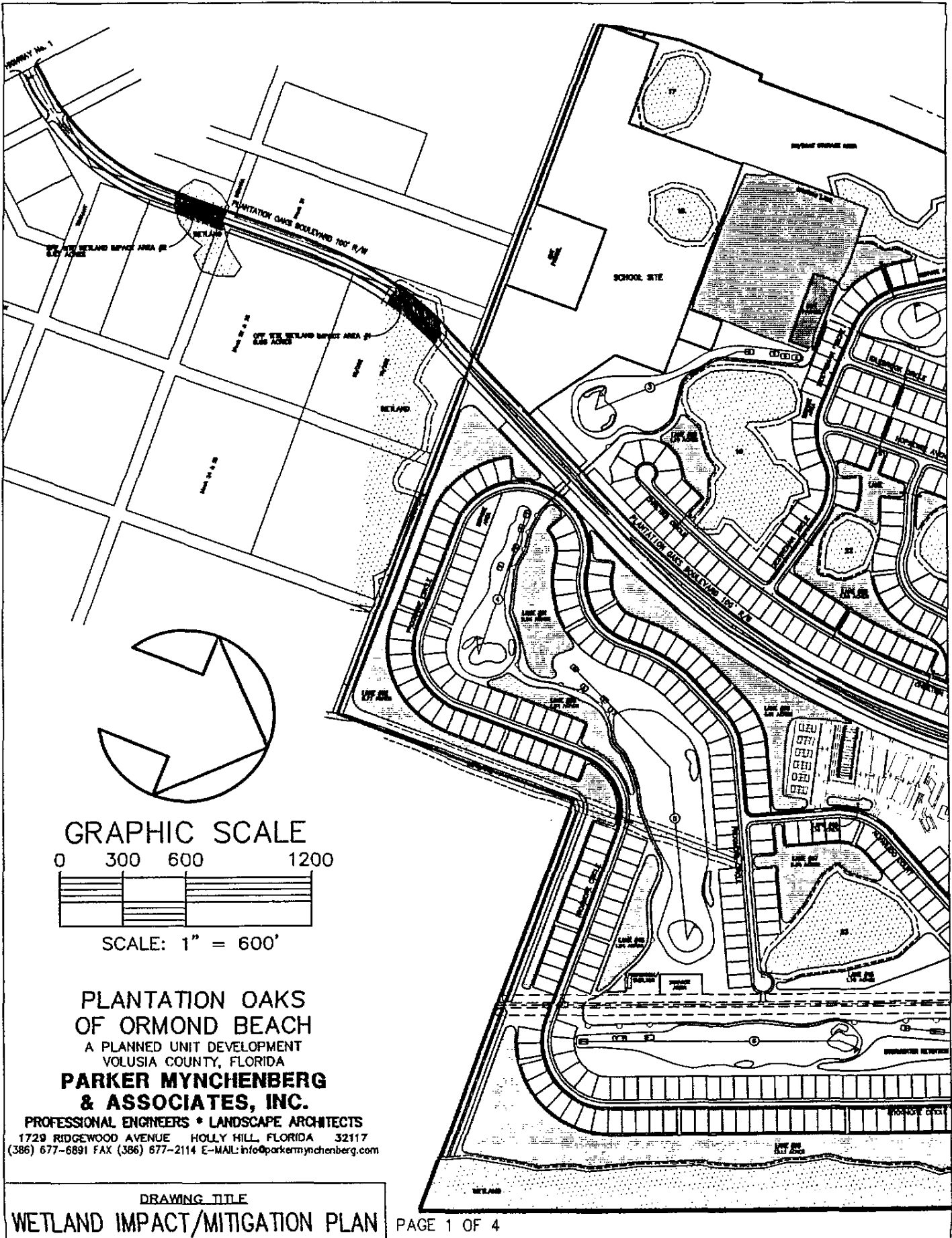
SIGNAGE AND PAVING DETAILS

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PLANTATION OAKS
OF ORMOND BEACH

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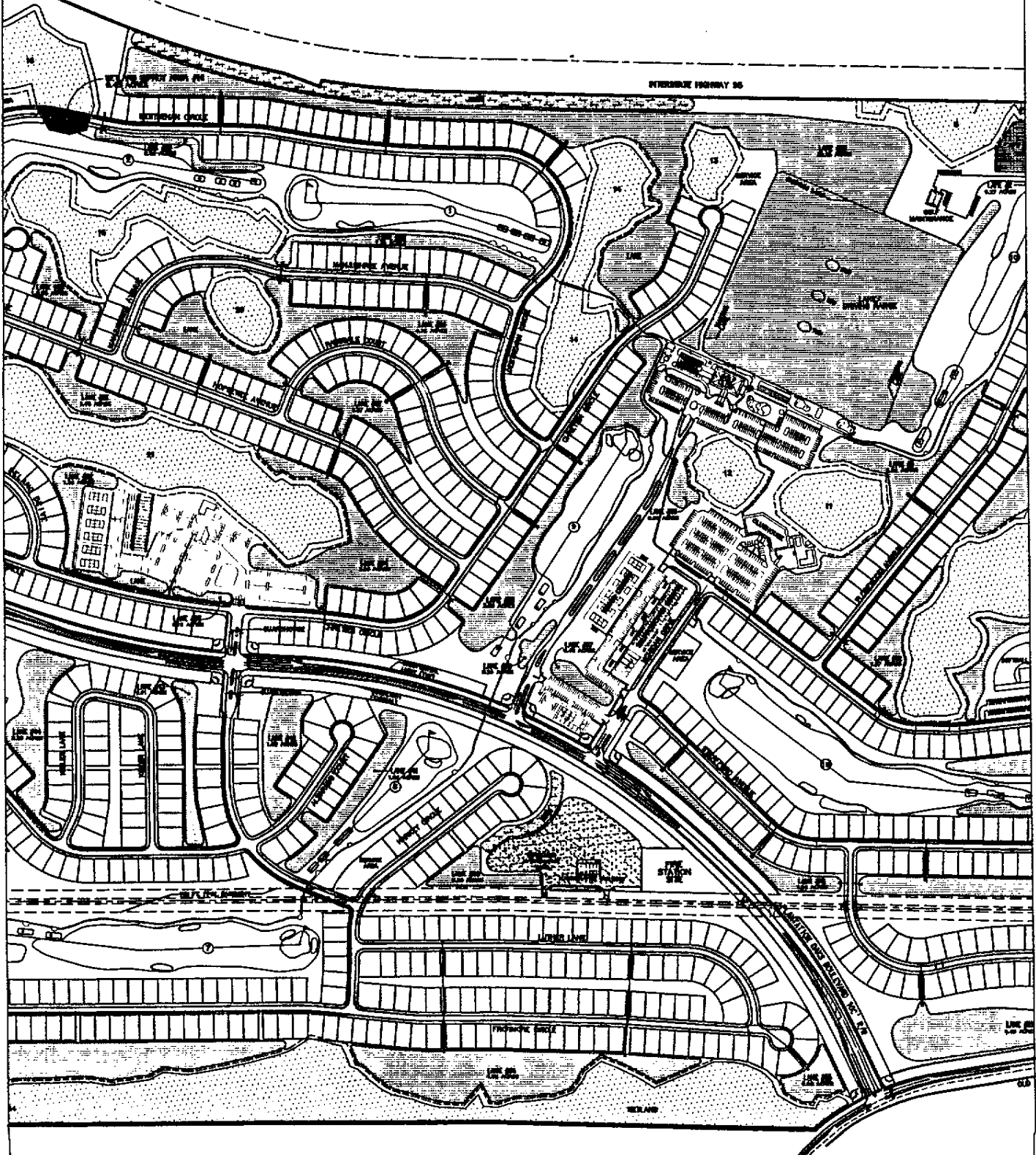
A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

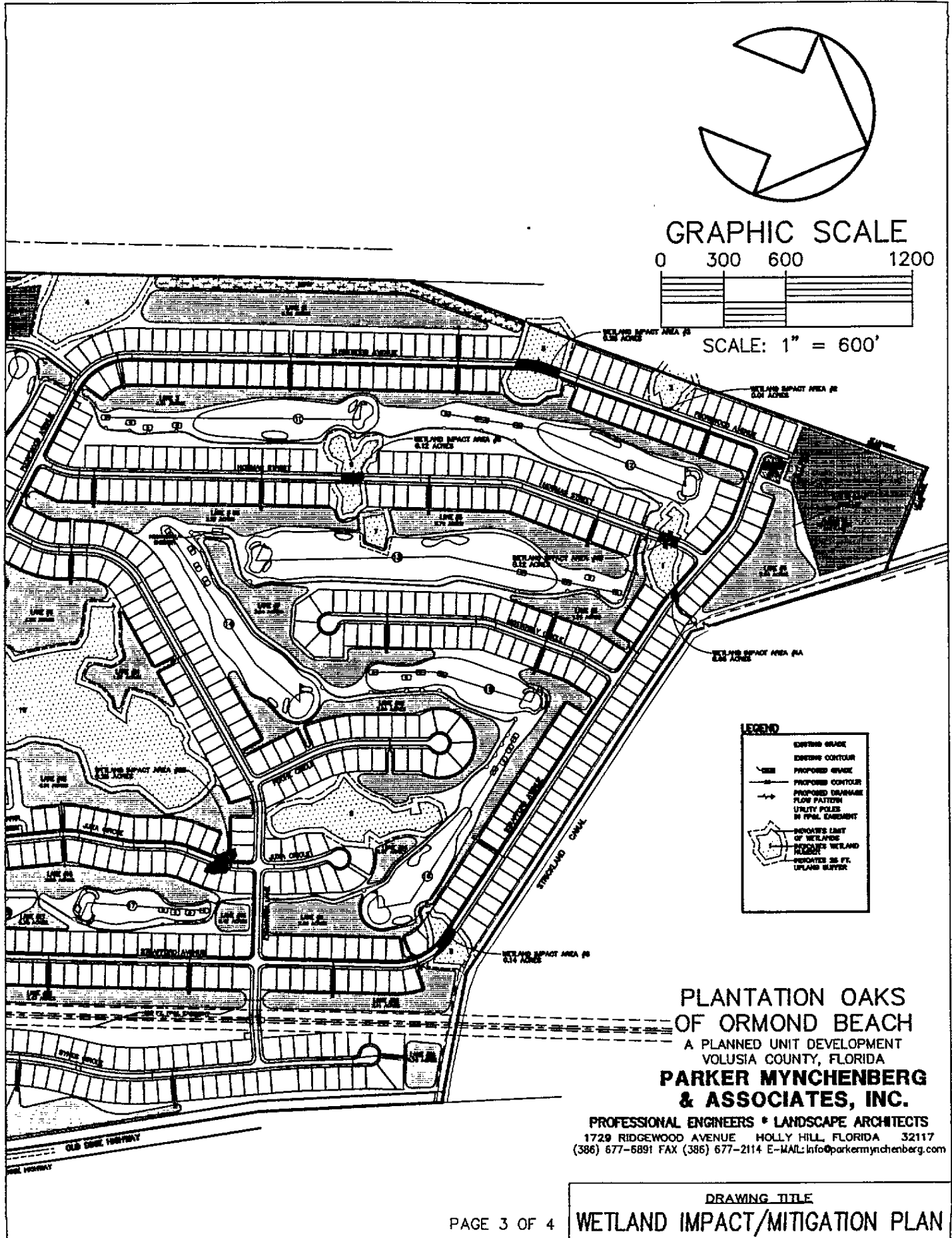
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DRAWING TITLE
WETLAND IMPACT/MITIGATION PLAN

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WETLAND CHART

WETLAND #	WETLAND AREA	UPLAND BUFFER AREA	CONSERVATION EASEMENT AREA	IMPACT AREA
1	0.84 ACRES	0.80 ACRES	1.90 ACRES	0.17 ACRES
2	0.42 ACRES	0.22 ACRES	0.84 ACRES	0.01 ACRES
3	1.69 ACRES	0.87 ACRES	2.36 ACRES	0.25 ACRES
4	2.59 ACRES	0.60 ACRES	3.18 ACRES	N/A
5	2.18 ACRES	0.71 ACRES	2.89 ACRES	N/A
6	0.90 ACRES	0.42 ACRES	1.32 ACRES	0.12 ACRES
7	0.34 ACRES	0.33 ACRES	0.87 ACRES	N/A
8	0.89 ACRES	0.45 ACRES	1.14 ACRES	0.14 ACRES
9	2.89 ACRES	1.21 ACRES	3.99 ACRES	N/A
10	14.73 ACRES	3.37 ACRES	18.10 ACRES	N/A
11	2.89 ACRES	0.79 ACRES	3.47 ACRES	N/A
12	1.40 ACRES	0.80 ACRES	2.00 ACRES	N/A
13	1.05 ACRES	0.54 ACRES	1.59 ACRES	N/A
14	6.74 ACRES	1.78 ACRES	6.52 ACRES	N/A
15	4.82 ACRES	2.05 ACRES	6.87 ACRES	N/A
16	6.47 ACRES	1.27 ACRES	5.74 ACRES	0.55 ACRES
17	1.72 ACRES	0.63 ACRES	2.35 ACRES	N/A
18	1.25 ACRES	0.84 ACRES	1.78 ACRES	N/A
19	6.28 ACRES	1.85 ACRES	7.93 ACRES	N/A
20	1.36 ACRES	0.57 ACRES	1.93 ACRES	N/A
21	9.42 ACRES	2.35 ACRES	11.77 ACRES	N/A
22	0.92 ACRES	0.49 ACRES	1.46 ACRES	N/A
23	4.93 ACRES	1.12 ACRES	3.79 ACRES	N/A
24	27.81 ACRES	3.79 ACRES	31.40 ACRES	N/A
25	0.25 ACRES	N/A	N/A	0.25 ACRES
TOTAL'S	99.81 ACRES = 9.66%	28.65 ACRES = 2.58%	126.24 ACRES = 12.22%	1.39 ACRES = .001%

OFF SITE WETLAND IMPACT AREA #1 = 0.55 ACRES
 OFF SITE WETLAND IMPACT AREA #2 = 0.57 ACRES
 TOTAL 1.22 ACRES

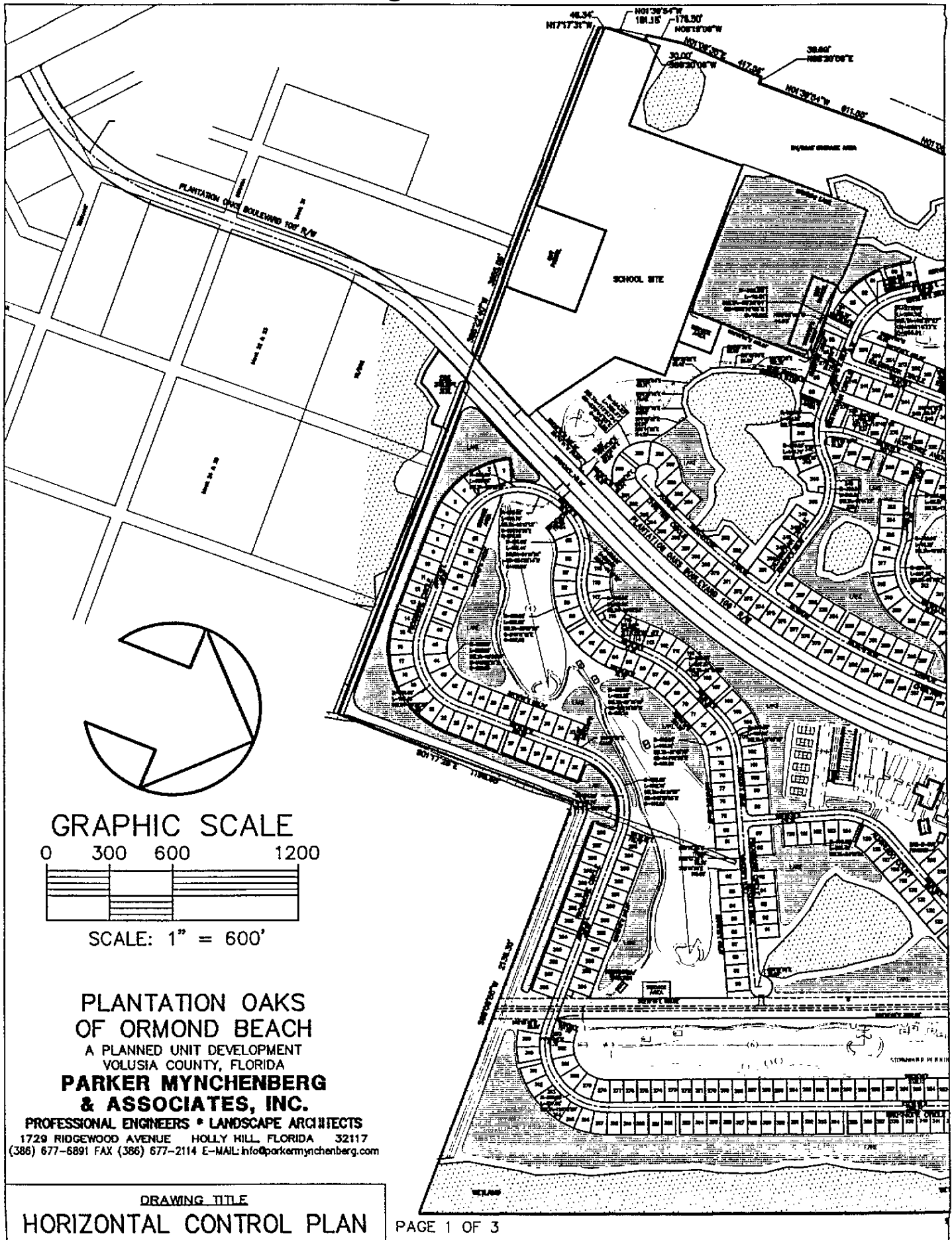
**PLANTATION OAKS
 OF ORMOND BEACH**

A PLANNED UNIT DEVELOPMENT
 VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
 & ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

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HORIZONTAL CONTROL PLAN

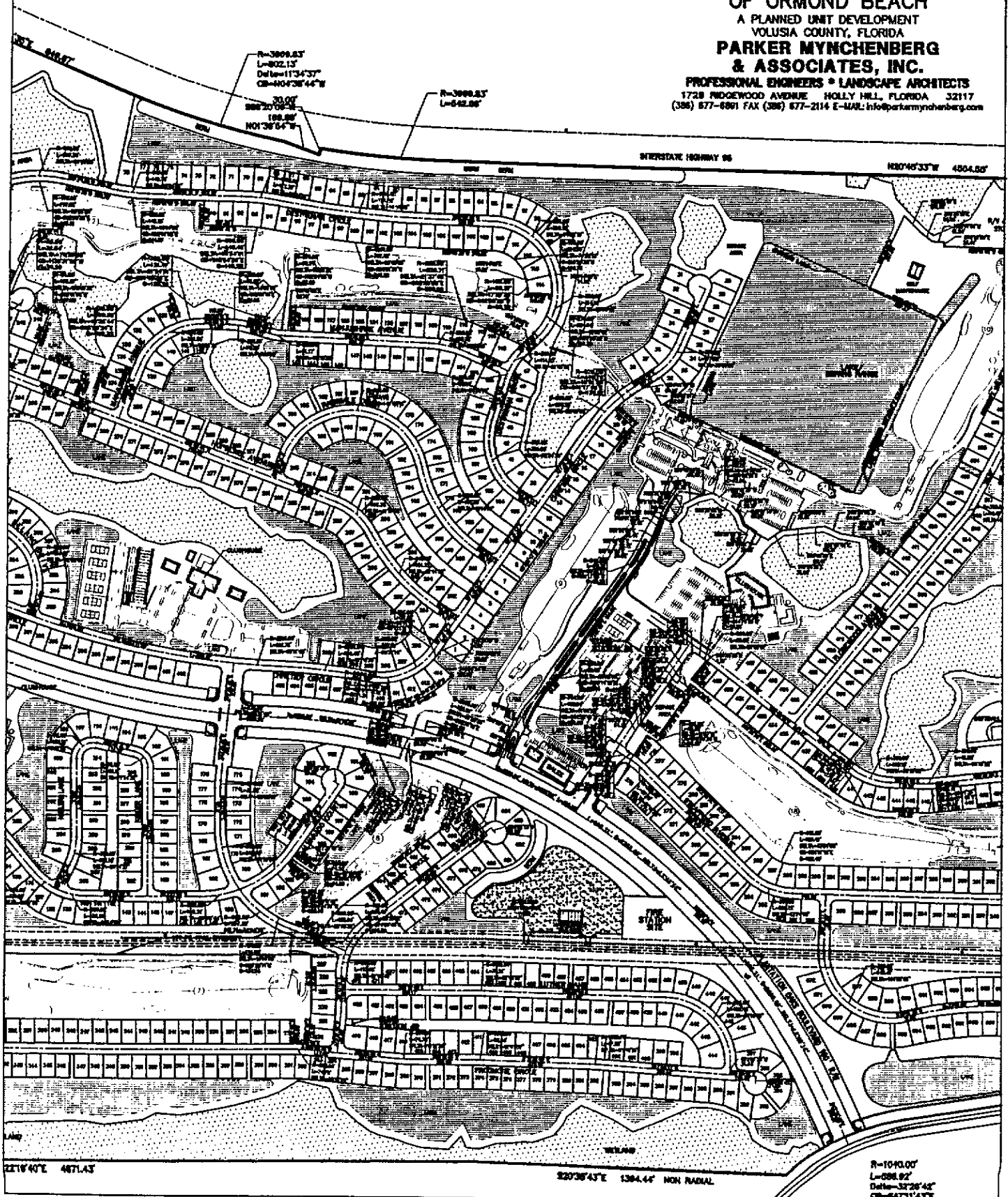
PLANTATION OAKS
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VOLUSIA COUNTY, FLORIDA

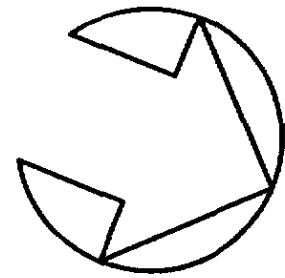
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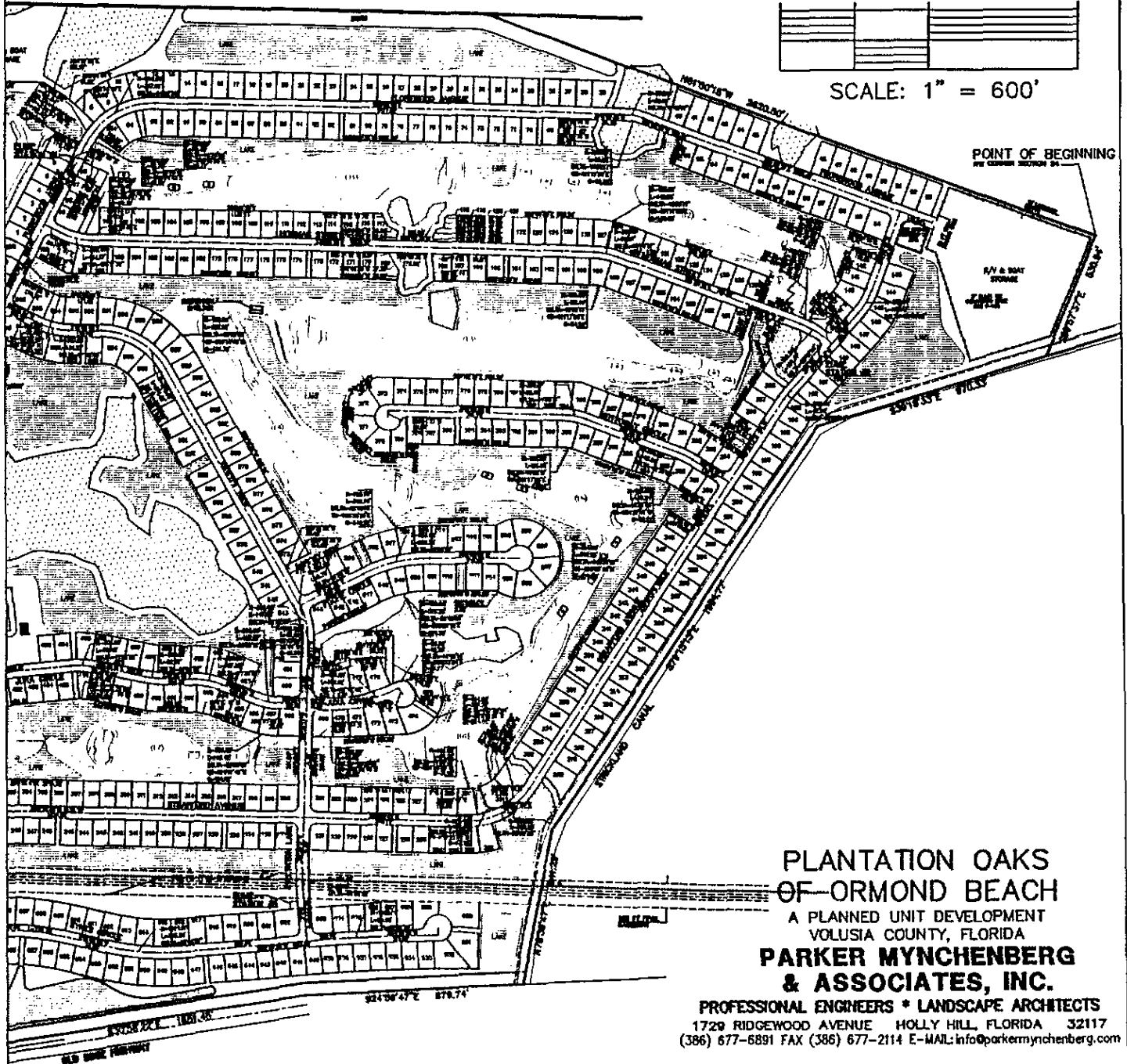
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GRAPHIC SCALE



SCALE: 1" = 600'



**PLANTATION OAKS
OF ORMOND BEACH**

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

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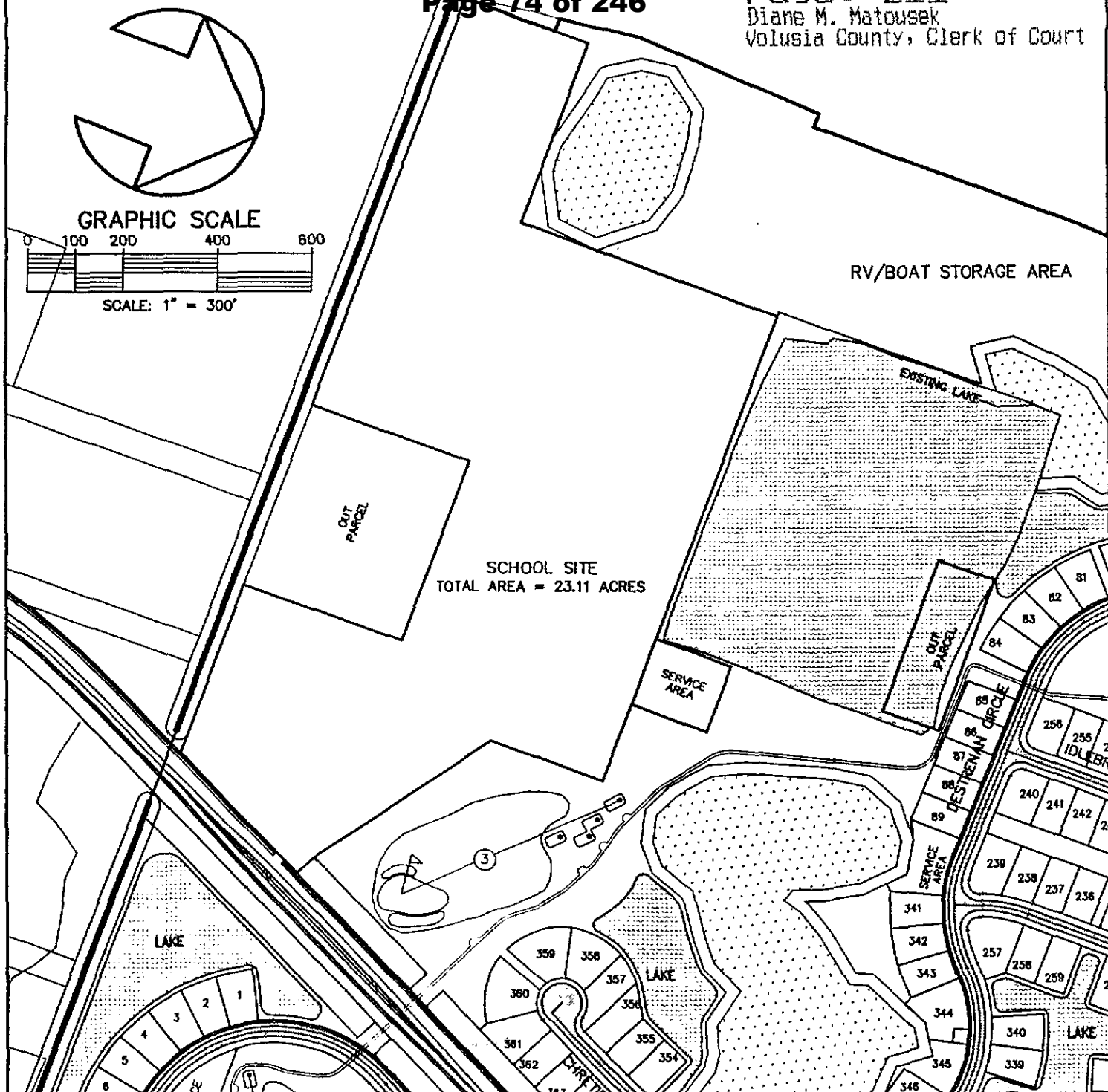
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HORIZONTAL CONTROL PLAN

PAGE 3 OF 3

SHEET 34 OF 34

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PARKER MYNCHENBERG & ASSOCIATES, INC.

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SCHOOL SITE
PLANTATION OAKS OF ORMOND BEACH
VOLUSIA COUNTY * FLORIDA

August 9, 2006

**Volusia County
minor amendment**

**Book 6281
Page 3136-3161**

COUNTY OF VOLUSIA/STATE OF FLORIDA

UTILITY SERVICE AGREEMENT FOR PLANTATION OAKS OF ORMOND BEACH

(Water, Reclaimed Water and Sewer)

THIS AGREEMENT entered into this 9th day of August, 2006,
between the COUNTY OF VOLUSIA, Florida, a body corporate and politic, hereafter called "County," and
Plantation Oaks of Ormond Beach, L.C., a Florida Limited Liability Corporation, its successor(s) and
assign(s), hereafter called "Developer."

WITNESSETH;

WHEREAS, Developer owns land in Volusia County, Florida, more particularly described as
Plantation Oaks of Ormond Beach, Unit 1A, 1B, and 1C, a parcel of land lying in that portion of Section
39, Township 13S, Range 31 E and 32E, in Volusia County, Florida, and more particularly described in
Exhibit "A;" hereafter called "Developer's Property" and

WHEREAS, Developer plans to develop said land for construction of residences and/or other
improvements thereon consisting of Five Hundred Ninety-three (593) single family residential lots; a Golf
Clubhouse; Unit 1 Clubhouse, Golf Course Maintenance, and 10,941 S.F of Neighborhood Commercial.

WHEREAS, improvement of the "Developer's Property" will require Six Hundred Five (605)
E.R.U.'s for water service and domestic sewer service. Hereafter, all references related to water services
or sewer services shall mean potable water and wastewater; and

WHEREAS, County is the owner of water and sewage treatment plants and water distribution,
reclaimed water treatment and sewage collection systems in the vicinity of the Developer's Property
described above; and

WHEREAS, Developer desires that County provide potable water, reclaimed water and/or
sanitary sewer service to said Developer's Property and County desires to furnish same if available; and

WHEREAS, County is willing to operate such potable water distribution system, reclaimed water
treatment and sewage collection/treatment systems so that all buildings constructed on Developer's
Property by Developer or by any person, firm, joint venture or corporation holding by, through or under
Developer may have furnished to them and to their occupants water, reclaimed water and sewer service
subject to all terms and conditions of this Agreement; and

WHEREAS, in order to provide potable water, reclaimed water and sanitary sewer services to Developer it has been or will be necessary for County to enlarge and expand its offsite water and sewer plants and facilities and it is the desire and intent of Developer to contribute financially to the costs of building such additional offsite water and sewer plants and facilities so that County can provide service to the Developer's Property without imposing a burden on its existing customers.

NOW, THEREFORE, in consideration of the premises and other valuable considerations and in consideration of the mutual covenants and conditions hereinafter contained, subject to any necessary approval by other governmental agencies having jurisdiction, it is agreed by the parties hereto as follows:

1. Upon the terms and conditions herein contained, the County agrees to provide potable water and domestic sewer services to the Developer's real property described in Exhibit "A" and the Developer hereby agrees that the County shall have the exclusive right to furnish potable water and domestic sewer services to the Developer's real property described above and all portions thereof and to all buildings constructed thereon and to all occupants thereof upon the terms and conditions herein contained.

2. Developer warrants that it is the owner of the fee simple title of the real estate described herein and further agrees to have all mortgages or other liens subordinated to the terms of the Agreement and easements required herein prior to any acceptance of the facilities by the County.

3. Prior to the Developer starting construction on all or any part of the Developer's Property, Developer will cause the following Covenants and Restrictions to be recorded in the Public Records of Volusia County, Florida, so that said Developer's Property shall be made subject to this Agreement.

The County of Volusia has the sole and exclusive right to provide all water and sewer facilities and service to all lots within Plantation Oaks of Ormond Beach, Unit 1A, 1B, and 1C, in Volusia County, Florida. No well of any kind shall be dug or drilled on any one of the lots or tracts to provide water for use within the structures to be built, and no potable water shall be used within said structures except potable water which is obtained from the County of Volusia. Nothing herein shall be construed as preventing the digging of a well to be used exclusively for use in the yard, garden, ornamental entryways, and other landscaped areas of any lot or tract or to be used exclusively for air conditioning. All sewage from any building must be disposed of through the sewage lines and disposal plant owned or controlled by the County of Volusia. No water from air conditioning systems, ice machines, swimming pools, or any other form of condensate water shall be disposed of through the lines of the sewer system. The County of Volusia has a nonexclusive perpetual and unobstructed easement and right in and to, over and under public rights-of-way and dedicated Utility Easements within Developer's Property as described in Exhibit "A" for the purpose of ingress, egress, installation and/or repair of water and sewage facilities.

The Developer shall deliver to the County one (1) copy of the recorded instrument of Covenants and Restrictions as soon as same is recorded and before Developer's Property is connected to the existing

potable water and sewer facilities of the County. The Developer agrees to assist the County in every reasonable manner in enforcing said Covenants and Restrictions.

4. Developer shall, at its costs and expense, install all of the potable water distribution and domestic sewage collection lines, pipes and manholes which may be required on Developer's Property, including engineering cost, to connect County's plant to the developed portions on the Developer's Property, and all other facilities necessary to make it possible for the County to provide adequate potable water and domestic sewage service.

5. County agrees that after Developer has connected to the system of County, and conveyance to the County and written acceptance by the County, County will provide water and sewer service to Developer's Property in a manner conforming to the reasonable requirements of public or governmental agencies having jurisdiction over County's water, reclaimed water and sewer operations; provided however, that such service shall be in accordance with all other provisions of this Agreement, including County's rules and regulations and rate schedules as amended from time to time.

6. In the event that Developer or assigns fails to complete construction of all improvements required to be built by Developer within thirty (30) months from date of execution of this Agreement, for any reason whatsoever, but through no act or fault of County, or fails to pay all plant and service availability and other fees listed in this Agreement, this Agreement shall terminate and County shall be relieved of its obligation to perform under this Agreement. Upon termination of this Agreement under this provision, County reserves the right to negotiate with Developer a new agreement for any additional sums to be paid by Developer to County as plant capacity and service availability charges, fees or other charges based upon increases in the cost of living and/or such other factors as relate to the cost of supplying water and sewer service.

7. All taxes or charges imposed upon the Developer's Property described above by any governmental entity or agency shall be paid by Developer except such part thereof that has been deeded to the County in accordance with the terms of this Agreement.

8. The rates charged by County for water and/or sewer service shall be in accordance with its rate schedule, which shall be subject to change from time to time. County shall have the right to determine reasonable meter size and location.

9. Developer will grant to the County, at Developer's expense, adequate easements for water and sewer lines, for access to lift stations, potable water supply wells and related appurtenances. Said easements shall be transferable. Developer will also furnish title evidence satisfactory to the County that said easements are superior to mortgages or other interest in the land, and Developer shall cause any such mortgages to be released or subordinated to said easements. Easements will also be furnished to provide for onsite water distribution lines, including meters, potable water supply wells, and sewage collection lines. Sites for lift stations and related appurtenances shall be conveyed by Warranty Deed in fee simple by Developer to County, unless otherwise requested by County. Developer will furnish County a Warranty Deed, title evidence satisfactory to County and any releases from lien holders for any sewage

pumping station and sites as required by County. Developer hereby grants to County the right to utilize any onsite water and sewage lines and systems to provide services to properties other than Developer's Property, provided this does not unreasonably interfere with service to Developer's project. Developer shall further grant to the County, its successors and assigns, the exclusive, perpetual right, privilege and easement to construct, reconstruct, operate, maintain, repair, replace, improve, alter, remove, relocate and inspect water transmission and distribution mains, reclaimed water distribution mains, sewer collection mains, sewer lift stations, pipe lines, lateral lines, valves, connections and appurtenant equipment over, across and under public rights-of-way and dedicated Utility Easements within the Developer's Property, including the right to ingress and egress to each of the building sites on Developer's Property which are served by County. All such easements shall have a width, which is acceptable to the County.

10. County does not guarantee an uninterrupted supply of water, or water at any particular pressure, nor does it assume any duty or obligation to furnish water for extinguishing fires. County reserves the right to shut off the water in its main at any time for the purpose of making repairs to or for extensions of or for providing temporary additional capacity to emergency water supply lines. County will not be responsible for any damage caused by low pressure or interruption of service. Neither Developer nor any of its successors or purchasers shall discharge into the sanitary sewer system water from "non-domestic" drains including without limitation swimming pools, air-conditioning condensation lines, cooling lines or other discharge from any type of equipment. County shall not be obligated to furnish any water or sewer service to any building which is built on Developer's Property to which the County does not have access. The Developer hereby agrees and warrants that the County will not be held responsible for flooding problems which may result from the failure of sewer line back flow preventer valves on Developer's property. The Developer hereby agrees to hold harmless and indemnify County for all costs and damages resulting from flooding due to back flow preventer valve failure.

11. The design and construction of all facilities to be transferred to and to be owned and operated by the County shall at all times be subject to prior approval by the County and its engineers. County will provide assistance to Developer's engineers as to design and construction requirements and must approve all construction plans and specifications in writing prior to any construction being commenced.

County shall have the right to review the systems design drawing and specifications to ensure that they meet the requirements of the County. The system design drawing and specifications shall be as specified by County or its engineer.

The County also reserves the right to approve the utility contractors to which construction bids are sent by the Developer as well as the contractor to which the award is made, and such approval shall not be unreasonably withheld.

Developer shall pay a planning and review fee in order to defray costs to County of preparing and executing this Agreement. These costs will include, but not be limited to: attorneys' fees, staff review

fees of the engineering plans and specifications, and all other administrative costs incident to accepting the Developer's improvements. Upon execution hereof, Developer shall pay a fee of \$750.00.

12. Construction of all onsite facilities will be performed by Developer or its contractor. Developer will pay the cost of all such construction. Developer's engineer shall incorporate into the Developer's engineering design, plans, and specifications the applicable standards and specifications of the County. Developer's Engineer shall be responsible for inspection, testing, and certification of construction.

If buildings more than two stories in height are constructed on the Developer's Property, the Customer, at its cost and expense, agrees to furnish to the County any equipment, which may be necessary for pumping potable water to the additional height.

Prior to recording in the Public Records of Volusia County, the Plantation Oaks of Ormond Beach, Units 1A, 1B, and 1C, plat of Developer's Property, Developer agrees to furnish to the County, a Performance and Payment Bond to warrant completion of all agreed to improvements. Said Bond will conform to the requirements of the County and will cover those subdivision development improvements, including potable water distribution, reclaimed water and domestic sewage collection lines, not yet constructed or installed on Developer's Property. A preconstruction conference shall be held at the Development Engineering Office of County with Developer and Developer's engineer and water and sewer contractor present to discuss approved plans, job scheduling, submittal of shop drawings, construction techniques and any other matter pertinent to the construction of Developer's project.

At all times during the construction of the potable water and domestic sewer lines and related equipment, the County shall have access to the construction and the right to inspect the construction to ensure that the lines and related equipment are being installed in accordance with the plans and specifications approved by the County.

County inspection will be for the purpose of reviewing the progress of work. Although the Developer's Engineer shall be responsible for the inspection, testing, and certification of construction, the County reserves the right to final acceptance of the work and materials.

If any damage is done by Developer, its agents or employees to the existing potable water lines or domestic sewer lines of County, or the potable water lines of domestic sewer lines installed pursuant to this Agreement, during or after the installation thereof and by reason of construction work, Developer shall at its expense, make such repairs as are required to restore said potable water, reclaimed water or domestic sewer lines to the condition which existed before such damage occurred, but in the event Developer does not restore said potable water or domestic sewer lines promptly, then the County shall have the right, at its option, to make any repairs as may be reasonably necessary in order to properly restore said potable water or domestic sewer lines (but this clause shall not be construed as to require the County to make such repairs or restoration). Developer shall provide the County and its agent's adequate access and facilities for the making of said repairs. All costs incurred by the County in making

such repairs shall become immediately due and payable and shall be considered in all respects the same as if said charge had arisen in connection with the rendition of the regular services of the County.

13. If the Developer modifies his development plans for Developer's Property which would require greater water usage, greater fire flows, additional water facilities than the water and sewer demands previously approved by the County, then the Developer must obtain approval by the County for the construction of such additional water and/or sewer facilities which shall meet all County and governmental design requirements. The Developer shall pay all additional contributions and fees as may be authorized by the County's service availability policy, which is in effect on the date said new agreement, is executed.

Any requested change order must be submitted in writing to the County from the engineer of record and include such additional drawings, etc., as necessary for County to make a decision. County shall have seven (7) working days to make a decision on any change order request.

In addition to the above paragraph, any other change order between Developer and its utility contractor issued after County approval of original plans must be approved by the County before the change order is put into effect.

14. After installation of the water distribution and/or sewage collection systems serving the Developer's Property described above and acceptance thereof by the County, the County or its assigns shall then be the sole, absolute and exclusive owner of the facilities of said water, and sewer systems whether located on, under, above, or outside of the property described and regardless of who may have installed or constructed same to the extent described below:

A. All water, pipes, valves and fittings and appurtenances up to and including all meters shall be dedicated to and will be owned, operated and maintained by the County. All water pipes on the customer's side of the meter shall be owned, operated, and maintained by the customer or its assigns.

B. All sewer mains, manholes, pumping stations, force mains and appurtenances, including service pipes in public rights of way and dedicated easements, shall be owned, operated and maintained by the County. Except as provided herein, all sewer lines on the customer's side of the property line shall be owned, operated and maintained by the customer or its assigns.

C. With reference to any blanket easements for multi-family projects such as apartments, mobile home developers, condominiums and P.U.D.'s or for commercial developments, all water mains to and including the water meter, all sewer mains, force mains and manholes in such blanket easements over private property allowing utility operations shall be dedicated to and shall be owned, operated and maintained by the County except that the full length of sewer services from the sewer main or manhole shall be owned and maintained by the customer.

D. By these presents, Developer hereby transfers to the County, the title to the water distribution, and sewer collection systems to be installed pursuant to this Agreement, such conveyance to take effect without further action upon the completion and acceptance by County of said

installation. As further evidence of said transfer of title, upon completion of the installation and acceptance by the County, Developer will provide County with

(1.) If the property is platted, one copy of the recorded plat shall be furnished to the County.

(2.) A Bill of Sale (Exhibit "C") for facilities from the Developer to County.

(3.) Conveyance of easements as required under this Agreement.

(4.) A deed for any and all land on which lift stations or water stations or other improvements are built if required by the County.

(5.) The title evidence, mortgage releases and mortgage subordinations as required in this Agreement.

(6.) "As Built" drawings of utility improvement shall be furnished one week prior to final inspection. "As Built" drawings shall be certified by a registered engineer or land surveyor with the cost being borne by the Developer. "As Built" drawings shall use the construction drawings as a base, and show revised locations and details of the utilities constructed as part of the project "As Built," shall be provided to the County, two sets of paper plans, one reproducible vellum or mylar and the electronic files in dwg format of the revised "As Builts."

(7.) All lot corners shall be properly marked so that the County or its engineer can, upon receipt of "As Built" drawings, verify the marked water and/or sewer services as to location and depth. In addition, for purposes of locating and protecting installed service lines and valves, Developer or his contractor shall mark each service line and all valves with pressure treated wooden post in the manner as shown on the design drawings and specifications. Developer's contractor is required to install a curb stop on each water service as shown on design drawings.

(8.) All water and sewer services and valves shall be marked on the street curb by etching into the concrete or if no curbing is available, a two (2) inch square metal tag is to be nailed to the street's pavement and painted as specified on design drawings.

(9.) The Developer shall provide County cash or an irrevocable letter of credit to guarantee the maintenance of all potable water and domestic sewer lines, pipes, manholes, force main and lift station, against defects in workmanship, materials and design for a period of one (1) year from the date of completion thereof, conveyance to the County, and written acceptance by the County. The guarantee shall be in the amount of fifteen percent (15%) of the cost of improvements installed by the Developer. The guarantee may be in the form of cash or irrevocable letter of credit, the terms of which will indemnify and save harmless the County from any loss, damages, costs, claims, suits, debts or demands by reason of defects in the workmanship, materials or design used in the facilities which are discovered within a period of one (1) year from and after the date of acceptance by the County of the Facilities.

(10.) For onsite and offsite construction, provide County an accounting of the actual costs (schedule of values) and releases of liens from utility contractors in such detail, as the County requires.

(11.) County shall have the right to refuse to accept title to Developer's construction until Developer's construction has passed certain tests, including, without limitation, closed circuit television inspection of the gravity sewer lines, witnessed by a County representative, to determine whether the Developer's construction is constructed in accordance with the approved engineering plans and specifications. Said tests may be performed at least three (3) times: the first test upon completion of the system; the second test upon completion of all building, roads, paving, drainage, and all construction within the rights of way easement area or adjacent areas. A third test shall be required if the County deems it necessary within a one (1) year period after acceptance.

(12.) Letters of acceptance from the appropriate regulatory agency for the water and/or sewer system are required prior to final inspection.

(13.) A copy of the certified water pressure test and force main pressure test as applicable.

(14.) The certification by the design engineer that the systems were constructed as designed is required prior to final acceptance.

(15.) Pump performance test on pumping stations if applicable.

15. Upon application by owners, builders or their authorized representatives, the County agrees to connect the requested dwellings or structures on the said property at no additional connection fee (i.e., in addition to those provided for in this Agreement), but subject to the continuing operating rules and regulations of the County including, without limitation, the periodic payment of the water usage, usage and sewer usage charges in effect on the date of such application or thereafter reflected in the County's rate schedule.

16. It shall be the responsibility of Developer to locate for builders any water and sewer taps or lines necessary in conjunction with residential or commercial construction.

17. Payment of all charges in accordance with applicable County rules and regulations shall constitute a condition precedent to a duty of performance by the County under this agreement. Such charges shall be subject to revision from time to time by the County so long as any change shall be of general application. Those charges now in effect are as follows:

A. The advance deposit for engineering, administration, legal, and plan review fees upon execution of this Agreement, a total of \$750.00.

B. Water and Sewer inspection fees upon execution of this Agreement, \$75.00 per lot x 605 lots, a total of \$45,375.00.

C. Water plant: C.I.A.C. and Connection Fees shall be paid by the Developer upon receipt of clearance from the Volusia County Health Department for the potable mains. These fees shall be calculated based on the county's fees in effect at the time the fees are paid. The County shall in no

way be obligated to provide water service to the Developer until the water C.I.A.C. and Connection Fees have been paid in full.

D. Sewer plant: C.I.A.C. and Connection Fees shall be paid by the Developer upon receipt of clearance from the Florida Department of Environmental Protection for the sanitary sewer collection system. These fees shall be calculated based on the County's fees in effect at the time the fees are paid. The County shall in no way be obligated to provide sewer service to the Developer until the sewer C.I.A.C. and Connection Fees have been paid in full.

E. Capacity Reservation fees on reserved utility capacities are to be paid by Developer per Volusia County Code of Ordinances, Chapter 122, and will commence upon payment of the water and sewer C.I.A.C. and Connection Fees.

F. Meter installation fee according to the County service availability policy at time of installation and sewer tap-in charge and related water and sewer deposits per Resolution No. 86-116, as amended, also known as Volusia County Code of Ordinances, Chapter 122, and attached herein as Exhibit "E," upon application for hook up of individual lots, apartments, multi-family lots or units; and

G. Construction water based on meter readings in accordance with County's rate schedule; and

H. Hydraulic share of main extensions – payment or refund, where applicable:

(1.) Developer recognizes that water or sewer utility service to the Developer's property is provided by the use of a main extension and other improvements constructed by a prior developer's share of the cost of said main extension or other improvements. Accordingly, Developer shall pay its pro rata share of the cost of said main extension or other improvements to the County. A said pro rata share shall be based on Developer's percentage of the hydraulic capacity of said extension or other improvements. For the purpose of this Agreement, the Developer has been credited with the value of water, reclaimed water, and/or sanitary sewer line extension(s), which are a direct benefit to the County. This credit is in the amount of \$0.00 (zero).

18. The term "domestic sewage" used in this paragraph and referred to throughout this Agreement is defined as follows: Human waste including liquids and solid matter carried from plumbing fixtures normally carried off by drains and sewers, and except where specifically excluded bath and toilet wastes, laundry wastes, kitchen wastes and other similar wastes. All C.I.A.C., tap-in, and connection fees and other charges as outlined above are based on normal domestic sewage defined herein as containing not more than two hundred (200) parts per million biochemical oxygen demand or two hundred (200) parts per million suspended solids. Whenever water, which contains more than these amounts, is to be admitted to the sewers, both the County and the pollution control agencies must specifically agree to the connection. An additional charge will be calculated in direct proportion to strength at seventy-five (\$.75) for each part per million of either biochemical oxygen demand or suspended solids over two hundred (200) parts per million. All such connections shall provide for a suitable point for the waste to be sampled by the County or the regulatory agencies. An additional charge equal to the pro rata share of any

EXHIBIT "B"
Page 85 of 246

8.B.d

additional sewage treatment plant costs above ninety-five percent (95%) treatment, and of the cost of any additional required outfall pipes to the wastewater plant at Halifax Plantation may be required by County. Developer shall have the right at all reasonable times to inspect the invoices of the County in order to determine that said funds have been properly expended by County pursuant to this paragraph. Unless there shall have been an agreement as provided herein, County shall have no duty to provide service to any facility exceeding the limits specified herein and may terminate both water and sewer service without notice.

19. Unless the damage to any onsite improvements is the result of the negligence or willful act of the County, its officers, or employees or authorized agents, the owner of such property upon which the damage occurs shall be responsible for the payment to the County for the cost to repair such damage to County's property including all necessary and reasonable repairs which must be made by the County or independent contractors engaged by the County to affect such repairs. If the owner of the real property shall fail or refuse to pay costs of such necessary and reasonable repairs to cure said damage within thirty (30) days from the submission to the owner of a statement for such charges, the County shall have a lien against such owner's property subordinate to those liens created by or under agreements of record prior hereto, for the payment of such necessary and reasonable costs and expenses for affecting such repairs and restoration to such onsite facilities located upon the owner's property. Notice of such lien or claim of lien describing the real property and the amount owed may be filed within ninety (90) days of the date from the last date upon which any such repairs or restorations were made by the County or its authorized representatives. Thereafter, the County shall be entitled to bring an action under the laws of Florida, including by foreclosure, to recover the value of its lien.

20. In the event, at a future date, the County is required to incur costs in order to satisfy a Federal, State, County or City environmental, or any other regulatory authority having jurisdiction, pollution standard or standards, then in such event, County shall recover such costs from its existing customers and future customers by a charge based upon a pro rata share of the estimated gallonage to be used by future customers, said Charge to be paid by the customer within three (3) years from the date of billing.

21. The parties hereto agree to use their best efforts to obtain all requisite governmental approvals, license, and permits that may be necessary or desirable for the construction and operation of the sewer and water systems herein contemplated, including franchises and water well permits. In the event that any requisite governmental agency approval cannot be obtained and prevents the County from providing the water, reclaimed water and/or sewer service contemplated to be provided by the County to the Developer pursuant to this Agreement, then in that event, the County will, within sixty (60) days after notification by the governmental agency that the said service cannot be provided, and upon written demand of the Developer, refund any money to the Developer paid by Developer to County for the service which is not permitted by the governmental agency to be provided by the County to the Developer, after the County shall have deducted from such money the cost which the County has

incurred on the behalf of the Developer for the provision of the service which is prohibited by the regulatory agency.

22. This Agreement shall not in any manner whatsoever prohibit or prevent County from extending its domestic sewer or potable water facilities in, or to an area not referred to herein to service other developers or customers, so long as said extensions and furnishings of said services do not interfere with the furnishing of the services provided for by this Agreement.

23. The provisions of this Agreement shall not be construed as establishing a binding precedent as to any of the terms of this Agreement with respect to any other lands that may be acquired hereafter by Developer and which are not presently covered by this Agreement or as to any other customers of County. In the event Developer acquires additional land adjacent to or in the vicinity of the Developer's Property covered by this Agreement, then Developer agrees to give County the right of first refusal to serve the additional lands so acquired.

24. In the event any physical facilities laid or installed pursuant to this Agreement are required to be moved, re-laid, altered, or replaced by any governmental power, including power of an eminent domain, the expense thereof shall (as between these parties) be borne by the owner of the facilities affected.

25. This Agreement shall be binding upon the parties hereto, their successors in interest, grantees, transferees, and assigns. In the event Developer transfers any part of the Developer's Property, it will cause its transferee to comply in all respects with the provisions of the Agreement. The provisions hereof, for the exclusive right to supply potable water and domestic sewerage service, shall be a reservation and condition running with the land and shall be binding upon the successors, transferees and assigns of Developer, shall be binding upon any builder building on said Developer's Property and shall be binding upon all purchasers of Developer's Property from Developer, its successors, transferees or assigns. Developer covenants that all instruments of conveyance executed by it, its successors, transferees or assigns, shall contain a legend that such conveyance is subject to the rights and privileges granted by this Agreement to the County, its successors or assigns. In the event the County sells either its sewer treatment plant or collection system or its water treatment plant or water distribution system to any governmental body or any other purchaser, then, in such event, this Agreement shall terminate as to the County on any portion sold and the County shall have no further obligation or liability for provision of such utility service for that portion sold.

26. The County may shut off the supply of water and reclaimed water to the Developer or any other person and refuse to accept sewage from the Developer or any other person if the Developer or any other persons fails to pay any sums due hereunder when the same become due and payable, or shall fail to perform, abide by or comply with any of the other covenants, terms, or conditions of this Agreement to be performed, abided by or complied with by Developer or any other person, and if said defaults shall not have been cured within five (5) days after the giving to the Developer or any other person of written notice of such default. Nothing herein contained, however, nor any action taken by the County in the pursuance

hereof shall impair any other remedy, which the County might have, at law or equity, for breach of this Agreement by Owner or any other person. In the event the Developer becomes insolvent or bankrupt or makes an assignment for the benefit of creditors or a trustee or a receiver is appointed for the Developer, or if bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings are instituted by or against the Developer or should Developer not submit and have approved by County, engineering plans within twelve (12) months from Agreement date, or fail to complete construction within (30) months from Agreement date, then and in any such events, the County shall have the option to terminate or renegotiate this Agreement.

27. Developer agrees to accept treated effluent reuse water from the County wastewater treatment plant in a quantity equal to Developer's wastewater flow.

28. Developer agrees to accept water treatment plant reject water from the County water treatment plant in a quantity based on the volume of reject water produced to meet the potable water demand.

29. All notices required or desired to be given hereunder shall be in writing and shall be valid if mailed by United States Registered or Certified Mail, postage and charges prepaid thereon to carry it to its addressed designation, said notices to be addressed as follows:

TO DEVELOPER: Plantation Oaks of Ormond Beach L.C.
Parker Mynchenberg, Managing Member
1729 Ridgewood Avenue
Holly Hill, Florida 32117

TO COUNTY: County of Volusia
County Manager
123 W. Indiana Avenue, 3rd Floor
DeLand, Florida 32720

30. It is expressly agreed and understood between Developer and County that there are no other written or verbal agreements applicable herein between Developer and County.

31. This Agreement may be amended and modified from time to time as necessary by mutual written agreement of the parties hereto.

IN WITNESS WHEREOF, the Developer and the County have caused these presents to be executed and their respective corporate seals to be hereunto affixed, by their duly authorized officers, the day and year first above written.

COUNTY

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

Matthew H. Gresson
Print Name: Matthew H. Gresson
Diana M. Pettit
Print Name: DIANA M. PETTIT

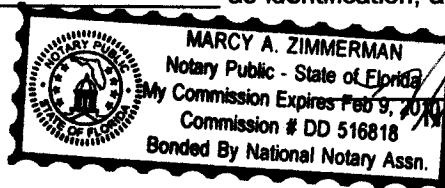
COUNTY OF VOLUSIA

By: Frank T. Boyd Jr.
Print Name: FRANK T. BOYD JR.
Title: COUNTY CHAIR
(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 9 day of August, 2006, by Frank T. Boyd Jr. as County Chair of the County of Volusia, who is (x) personally known to me, or () has produced as identification, and who (→ did) did not take an oath.

My Commission Expires:



DEVELOPER

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Connie Gardner
Print Name: Connie Gardner
Odette Pomerleau
Print Name: Odette Pomerleau

PLANTATION OAKS OF ORMOND BEACH, LC

By: Parker Mynchenberg
Print Name: Parker Mynchenberg
Title: Managing Member
(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 21st day of July, 2006, by Parker Mynchenberg as Managing Member of Plantation Oaks of Ormond Beach, LC. who is (x) personally known to me, or () has produced as identification, and who () did () did not take an oath.

My Commission Expires:



Sherri Bogatzki
Notary Public, State of Florida
Sherri Bogatzki

PLANTATION OAKS
OF ORMOND BEACH, L.C.
P.O. BOX 1626
ORMOND BEACH, FLORIDA 32175

COQUINA BANK

63-1438/631

1979

7/20/2006

PAY
TO THE
ORDER OF County of Volusia

\$ **46,375.00

Forty-Six Thousand Three Hundred Seventy-Five and 00/100***** DOLLARS

County of Volusia

Units 1A, 1B and 1C

MEMO

Utility Service-Plan Review/Recording/Inspection



AUTHORIZED SIGNATURE

⑈001979⑈ ⑈063114386⑈ 206555⑈01

PLANTATION OAKS
OF ORMOND BEACH, L.C.

County of Volusia

Date	Type	Reference
7/20/2006	Bill	

Original Amt.
46,375.00

Balance Due
46,375.00

Check Amount

Payment
46,375.00
46,375.00

7/20/2006

1979

Cypress Coquina Ban Utility Service-Plan Review/Recording/Inspection

46,375.00

WUS/Utilities Engineering Activity

**REVENUE TRANSMITTAL FORM
COUNTY OF VOLUSIA**

VOLUSIA COUNTY REVENUE DEPT
Control # 1213550.0001 of 0001
Date 07/21/06 Amount 46,375.00
D&I / /
PAID BY: PLANTATION OAKS

RETURN TO/#COPIES

NEED TWO (2) COPIES.

Instrument# 2008-194645 # 15
Book : 6281
Page : 3150

PREPARED BY

DATE

EFT

REVENUE TITLE	DESCRIPTION	ACCOUNT NUMBER	CPS GL #	AMOUNT
C.I.A.C.	Water	457-000-0000-4335		
CONNECTION	Water	457-000-0000-4331-01		
C.I.A.C.	Sewer	457-000-0000-4355		
CONNECTION	Sewer	457-000-0000-4351-01		
Plan Development Fee		457-000-0000-4192		750.00
Inspection Fee		457-000-0000-4336		45,375.00
Charges for Services	Other	457-000-0000-4900		250.00
Advanced Deposit	Water	457-2208		
Advanced Deposit	Sewer	457-2209		
Meter Installation		457-000-0000-4334		
Sewer Tap-In		457-000-0000-4351-02		
Fire Line Charge		457-000-0000-6211		
Outside Revenue	Other	457-000-0000-6910		
Sales	Maps & Publications	457-000-0000-4130-01		
Sales	Crops	457-000-0000-6540-02		
Notes Payable	Long Term (SRF)	457-2390		
US Hwy. 17, DeBary	Central	457-1166		
Advanced Receivables		457-1144		
			TOTAL	\$46,375.00

SOURCE INFORMATION:

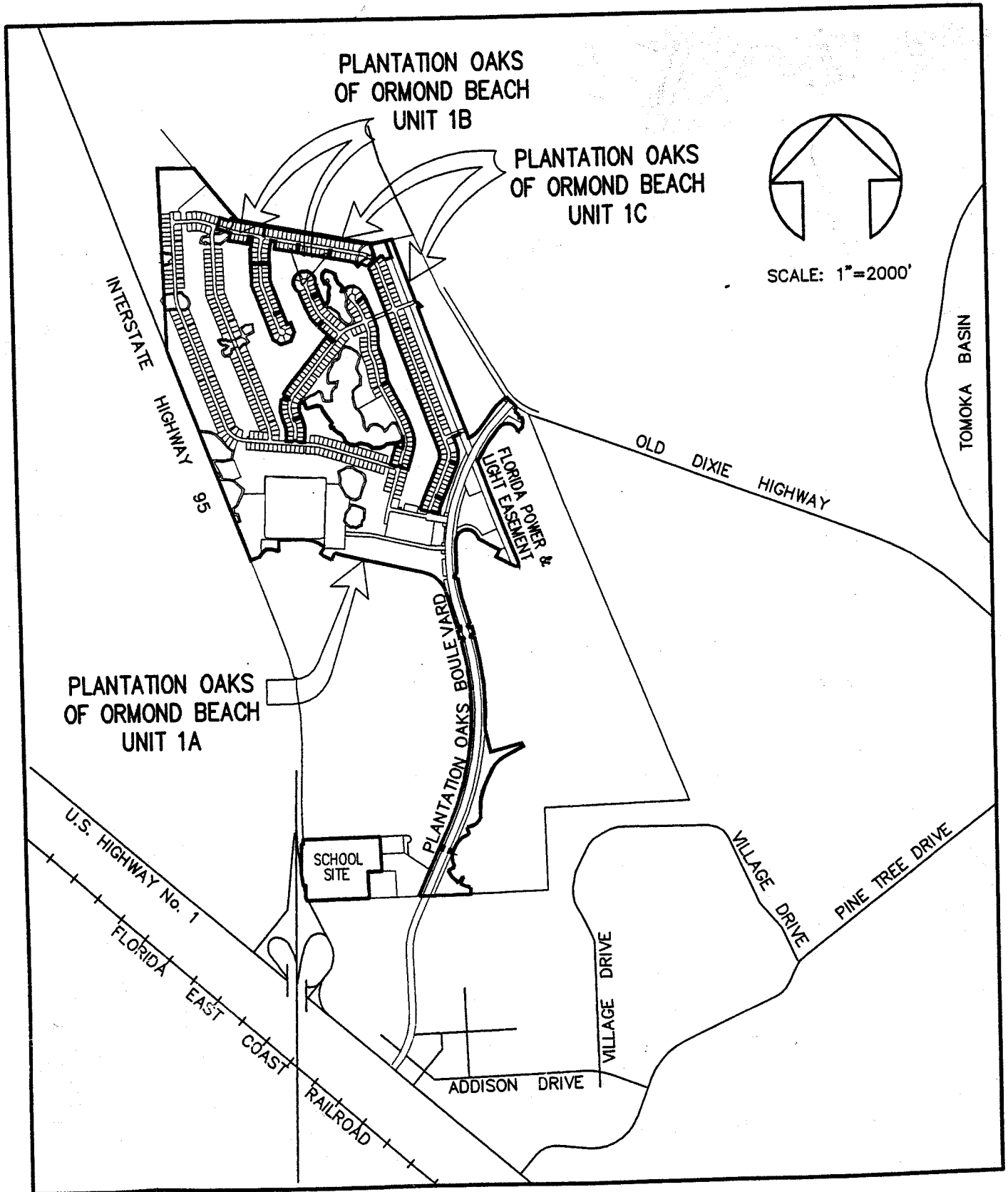
SOURCE INFORMATION:
Plantation Oaks of Ormond Beach, LC
PO Box 1626
Ormond Beach, FL 32175

FOR: Plantation Oaks of
Ormond Beach, Unit 1A,
1B and 1C

Utility Service

Packet Pg. 844

Ch # 1979



LOCATION MAP

PLANTATION OAKS SECTION 1-A

A REPLAT OF A PORTION OF BLOCKS 3, 4, 5, 6, 7, 21, 22, AND 34, REVISED PLAT OF NATIONAL GARDENS, MAP BOOK 10, PAGES 250 THROUGH 253, AND A PORTION OF SECTIONS 24, 25, AND 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND SECTION 39, TOWNSHIP 13 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, RUN THENCE S 89°57'37" E A DISTANCE OF 530.94 FEET; THENCE S 39°18'33" E A DISTANCE OF 891.88 FEET; THENCE S 50°41'28" W A DISTANCE OF 98.39 FEET; THENCE N 71°07'19" W A DISTANCE OF 130.00 FEET; THENCE S 18°52'41" W A DISTANCE OF 160.00 FEET; THENCE S 71°07'19" E A DISTANCE OF 204.60 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE NORTH HAVING A RADIUS OF 325.00 FEET, A DELTA ANGLE OF 5°48'18", A CHORD BEARING OF S 74°01'28" E, FOR AN ARC LENGTH OF 32.93 FEET; THENCE S 12°59'45" W A DISTANCE OF 110.29 FEET; THENCE S 79°15'13" E A DISTANCE OF 266.56 FEET; THENCE N 10°44'47" E A DISTANCE OF 110.00 FEET; THENCE S 79°15'13" E A DISTANCE OF 26.80 FEET; THENCE S 10°44'47" W A DISTANCE OF 200.34 FEET; THENCE S 01°50'16" E A DISTANCE OF 178.86 FEET; THENCE N 88°09'44" E A DISTANCE OF 110.00 FEET; THENCE S 01°50'16" E A DISTANCE OF 20.00 FEET; THENCE S 88°09'44" W A DISTANCE OF 110.00 FEET; THENCE S 01°50'16" E A DISTANCE OF 314.61 FEET; THENCE S 20°45'33" E A DISTANCE OF 826.36 FEET; THENCE S 56°18'53" E A DISTANCE OF 130.40 FEET; THENCE N 72°55'01" E A DISTANCE OF 155.64 FEET; THENCE N 22°08'55" E A DISTANCE OF 142.25 FEET; THENCE N 20°45'33" W A DISTANCE OF 140.61 FEET; THENCE S 89°14'27" W A DISTANCE OF 57.99 FEET; THENCE N 20°45'33" W A DISTANCE OF 195.00 FEET; THENCE S 69°14'27" W A DISTANCE OF 110.00 FEET; THENCE N 20°45'33" W A DISTANCE OF 20.00 FEET; THENCE N 69°14'27" E A DISTANCE OF 110.00 FEET; THENCE N 20°45'33" W A DISTANCE OF 410.13 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE EAST HAVING A RADIUS OF 165.00 FEET, A DELTA ANGLE OF 18°55'17", A CHORD BEARING OF N 11°17'55" W, FOR AN ARC LENGTH OF 54.49 FEET; THENCE N 01°50'16" W A DISTANCE OF 393.02 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE EAST HAVING A RADIUS OF 165.00 FEET, A DELTA ANGLE OF 12°35'03", A CHORD BEARING OF N 04°27'15" E, FOR AN ARC LENGTH OF 36.24 FEET; THENCE N 10°44'47" E A DISTANCE OF 152.37 FEET; THENCE S 79°15'13" E A DISTANCE OF 75.00 FEET; THENCE S 10°44'47" W A DISTANCE OF 110.00 FEET; THENCE S 79°15'13" E A DISTANCE OF 325.00 FEET; THENCE N 10°44'47" E A DISTANCE OF 110.00 FEET; THENCE S 79°15'13" E A DISTANCE OF 20.00 FEET; THENCE S 10°44'47" W A DISTANCE OF 110.00 FEET; THENCE S 79°15'13" E A DISTANCE OF 455.00 FEET; THENCE N 10°44'47" E A DISTANCE OF 110.00 FEET; THENCE S 79°15'13" E A DISTANCE OF 20.00 FEET; THENCE S 10°44'47" W A DISTANCE OF 110.00 FEET; THENCE S 79°15'13" E A DISTANCE OF 383.10 FEET; THENCE S 42°18'41" W A DISTANCE OF 15.12 FEET; THENCE S 45°20'35" E A DISTANCE OF 60.55 FEET; THENCE N 50°01'19" E A DISTANCE OF 60.28 FEET; THENCE S 79°15'13" E A DISTANCE OF 9.43 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 165.00 FEET, A DELTA ANGLE OF 35°22'48", A CHORD BEARING OF S 61°33'49" E, FOR AN ARC LENGTH OF 101.89 FEET; THENCE N 46°07'35" E A DISTANCE OF 160.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 325.00 FEET, A DELTA ANGLE OF 5°45'01", A CHORD BEARING OF N 46°44'55" W, FOR AN ARC LENGTH OF 32.62 FEET; THENCE N 40°22'34" E A DISTANCE OF 20.00 FEET; THENCE N 15°47'14" W A DISTANCE OF 81.12 FEET; THENCE N 20°58'52" W A DISTANCE OF 61.95 FEET; THENCE N 19°13'23" E A DISTANCE OF 53.89 FEET; THENCE N 78°39'47" E A DISTANCE OF 194.99 FEET; THENCE S 20°35'43" E A DISTANCE OF 251.13 FEET; THENCE S 69°24'17" W A DISTANCE OF 105.52 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 435.00 FEET, A DELTA ANGLE OF 10°38'26", A CHORD BEARING OF N 35°03'18" W, FOR AN ARC LENGTH OF 80.79 FEET; THENCE S 49°37'29" W A DISTANCE OF 110.00 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 325.00 FEET, A DELTA ANGLE OF 2°44'59", A CHORD BEARING OF S 39°00'01" E, FOR AN ARC LENGTH OF 15.60 FEET; THENCE S 55°12'13" W A DISTANCE OF 160.39 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 165.00 FEET, A DELTA ANGLE OF 19°46'48", A CHORD BEARING OF S 30°29'07" E, FOR AN ARC LENGTH OF 56.96 FEET; THENCE S 20°35'43" E A DISTANCE OF 2783.95 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE WEST HAVING A RADIUS OF 165.00 FEET, A DELTA ANGLE OF 43°33'58", A CHORD BEARING OF S 01°11'16" W, FOR AN ARC LENGTH OF 125.46 FEET; THENCE S 22°58'15" W A DISTANCE OF 687.28 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE EAST HAVING A RADIUS OF 435.00 FEET, A DELTA ANGLE OF 11°57'47", A CHORD BEARING OF S 16°59'22" W, FOR AN ARC LENGTH OF 90.82 FEET; THENCE S 78°59'31" E A DISTANCE OF 110.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE EAST HAVING A RADIUS OF 325.00 FEET, A DELTA ANGLE OF 0°51'01", A CHORD BEARING OF S 10°34'58" W, FOR AN ARC LENGTH OF 4.82 FEET; THENCE S 79°50'33" E A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE EAST HAVING A RADIUS OF 275.00 FEET, A DELTA ANGLE OF 2°11'40", A CHORD BEARING OF N 11°15'17" E, FOR AN ARC LENGTH OF 10.53 FEET; THENCE S 79°50'33" E A DISTANCE OF 123.14 FEET; THENCE N 10°09'27" E A DISTANCE OF 66.66 FEET; THENCE N 22°58'20" E A DISTANCE OF 130.00 FEET; THENCE N 67°01'40" W A DISTANCE OF 110.00 FEET; THENCE N 22°58'20" E A DISTANCE OF 20.00 FEET; THENCE S 67°01'40" E A DISTANCE OF

110.00 FEET; THENCE N 22°58'20" E A DISTANCE OF 525.98 FEET; THENCE N 71°01'07" W A DISTANCE OF 111.06 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE WEST HAVING A RADIUS OF 325.00 FEET, A DELTA ANGLE OF 3°31'35", A CHORD BEARING OF N 17°13'05" E, FOR AN ARC LENGTH OF 20.00 FEET; THENCE S 74°32'43" E A DISTANCE OF 110.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE WEST HAVING A RADIUS OF 435.00 FEET, A DELTA ANGLE OF 36°03'00", A CHORD BEARING OF N 02°34'13" W, FOR AN ARC LENGTH OF 273.70 FEET; THENCE N 20°35'43" W A DISTANCE OF 124.78 FEET; THENCE N 68°27'52" E A DISTANCE OF 155.16 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE NORTH HAVING A RADIUS OF 375.00 FEET, A DELTA ANGLE OF 6°52'04", A CHORD BEARING OF N 65°58'15" E, FOR AN ARC LENGTH OF 44.95 FEET; THENCE S 20°35'43" E A DISTANCE OF 110.99 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE NORTH HAVING A RADIUS OF 485.37 FEET, A DELTA ANGLE OF 28°23'44", A CHORD BEARING OF N 49°54'12" E, FOR AN ARC LENGTH OF 240.55 FEET; THENCE N 35°42'19" E A DISTANCE OF 383.22 FEET; THENCE N 49°59'38" E A DISTANCE OF 199.36 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1040.00 FEET, A DELTA ANGLE OF 11°39'06", A CHORD BEARING OF S 45°36'03" E, FOR AN ARC LENGTH OF 211.49 FEET; THENCE S 38°21'15" W A DISTANCE OF 53.39 FEET; THENCE S 43°35'40" W A DISTANCE OF 122.03 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1215.00 FEET, A DELTA ANGLE OF 11°31'18", A CHORD BEARING OF S 56°41'37" E, FOR AN ARC LENGTH OF 244.32 FEET; THENCE S 11°18'43" W A DISTANCE OF 40.99 FEET; THENCE S 46°48'40" W A DISTANCE OF 62.78 FEET; THENCE S 22°04'09" W A DISTANCE OF 20.34 FEET; THENCE S 75°43'20" W A DISTANCE OF 9.75 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTH HAVING A RADIUS OF 164.00 FEET, A DELTA ANGLE OF 127°41'31", A CHORD BEARING OF N 75°59'06" W, FOR AN ARC LENGTH OF 365.50 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 2400.00 FEET, A DELTA ANGLE OF 13°43'15", A CHORD BEARING OF S 33°18'31" W, FOR AN ARC LENGTH OF 574.73 FEET; THENCE S 20°35'43" E A DISTANCE OF 1057.58 FEET; THENCE S 22°19'40" E A DISTANCE OF 248.28 FEET; THENCE S 67°40'20" W A DISTANCE OF 187.36 FEET; THENCE N 60°58'46" W A DISTANCE OF 345.00 FEET; THENCE N 24°51'32" W A DISTANCE OF 45.83 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTH HAVING A RADIUS OF 164.26 FEET, A DELTA ANGLE OF 150°47'48", A CHORD BEARING OF S 79°44'35" W, FOR AN ARC LENGTH OF 432.32 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE EAST HAVING A RADIUS OF 2650.00 FEET, A DELTA ANGLE OF 10°42'09", A CHORD BEARING OF S 01°00'24" E, FOR AN ARC LENGTH OF 495.01 FEET; THENCE S 83°06'05" W A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE EAST HAVING A RADIUS OF 2700.00 FEET, A DELTA ANGLE OF 1°03'40", A CHORD BEARING OF S 06°53'55" E, FOR AN ARC LENGTH OF 50.00 FEET; THENCE N 83°06'05" E A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE EAST HAVING A RADIUS OF 2650.00 FEET, A DELTA ANGLE OF 12°09'46", A CHORD BEARING OF S 13°31'13" E, FOR AN ARC LENGTH OF 562.54 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE WEST HAVING A RADIUS OF 4150.00 FEET, A DELTA ANGLE OF 1°49'08", A CHORD BEARING OF S 18°41'33" E, FOR AN ARC LENGTH OF 131.71 FEET; THENCE S 72°13'00" W A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE WEST HAVING A RADIUS OF 4100.00 FEET, A DELTA ANGLE OF 2°45'17", A CHORD BEARING OF S 16°24'22" E, FOR AN ARC LENGTH OF 197.13 FEET; THENCE N 74°58'17" E A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE WEST HAVING A RADIUS OF 4150.00 FEET, A DELTA ANGLE OF 10°44'46", A CHORD BEARING OF S 09°39'20" E, FOR AN ARC LENGTH OF 778.35 FEET; THENCE S 89°08'59" E A DISTANCE OF 80.32 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE WEST HAVING A RADIUS OF 4230.00 FEET, A DELTA ANGLE OF 11°02'13", A CHORD BEARING OF S 01°20'00" W, FOR AN ARC LENGTH OF 814.83 FEET; THENCE S 14°22'11" E A DISTANCE OF 87.81 FEET; THENCE N 75°37'49" E A DISTANCE OF 469.64 FEET; THENCE S 26°16'35" E A DISTANCE OF 50.33 FEET; THENCE S 63°43'25" W A DISTANCE OF 304.44 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTH EAST HAVING A RADIUS OF 435.00 FEET, A DELTA ANGLE OF 37°49'10", A CHORD BEARING OF S 44°48'50" W, FOR AN ARC LENGTH OF 287.13 FEET; THENCE S 25°54'15" W A DISTANCE OF 223.20 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE EAST HAVING A RADIUS OF 760.00 FEET, A DELTA ANGLE OF 27°16'45", A CHORD BEARING OF S 12°15'53" W, FOR AN ARC LENGTH OF 361.85 FEET; THENCE S 01°22'30" E A DISTANCE OF 73.79 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE NORTH WEST HAVING A RADIUS OF 180.00 FEET, A DELTA ANGLE OF 83°07'24", A CHORD BEARING OF S 40°11'12" W, FOR AN ARC LENGTH OF 261.14 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTH HAVING A RADIUS OF 435.00 FEET, A DELTA ANGLE OF 6°37'54", A CHORD BEARING OF S 78°25'56" W, FOR AN ARC LENGTH OF 50.35 FEET; THENCE S 14°53'01" E A DISTANCE OF 110.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 325.00 FEET, A DELTA ANGLE OF 50°19'18", A CHORD BEARING OF S 49°57'20" W, FOR AN ARC LENGTH OF 285.44 FEET; THENCE S 24°47'41" W A DISTANCE OF 63.67 FEET; THENCE N 65°12'19" W A DISTANCE OF 50.00 FEET; THENCE S 24°47'41" W A DISTANCE OF 50.00 FEET; THENCE S 65°12'19" E A DISTANCE OF 61.84 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE EAST HAVING A RADIUS OF 325.00 FEET, A DELTA ANGLE OF 33°53'31", A CHORD BEARING OF S 07°39'47" E, FOR AN ARC LENGTH OF 192.25 FEET; THENCE S 65°23'27" W A DISTANCE

OF 110.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 435.00 FEET, A DELTA ANGLE OF 31°46'42", A CHORD BEARING OF S 40°29'54" E, FOR AN ARC LENGTH OF 241.27 FEET; THENCE N 33°36'45" E A DISTANCE OF 110.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 325.00 FEET, A DELTA ANGLE OF 3°31'35", A CHORD BEARING OF S 58°09'03" E, FOR AN ARC LENGTH OF 20.00 FEET; THENCE S 30°05'10" W A DISTANCE OF 110.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE NORTH HAVING A RADIUS OF 435.00 FEET, A DELTA ANGLE OF 21°16'53", A CHORD BEARING OF S 70°33'16" E, FOR AN ARC LENGTH OF 161.57 FEET; THENCE S 01°37'20" E A DISTANCE OF 97.18 FEET; THENCE N 88°22'40" E A DISTANCE OF 551.19 FEET; THENCE S 02°05'06" E A DISTANCE OF 298.90 FEET; THENCE S 87°58'56" W A DISTANCE OF 1307.40 FEET; THENCE S 24°47'41" W A DISTANCE OF 31.37 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE EAST HAVING A RADIUS OF 1098.00 FEET, A DELTA ANGLE OF 26°52'48", A CHORD BEARING OF S 11°21'17" W, FOR AN ARC LENGTH OF 514.18 FEET; THENCE S 02°05'06" E A DISTANCE OF 985.52 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE WEST HAVING A RADIUS OF 763.96 FEET, A DELTA ANGLE OF 42°19'38", A CHORD BEARING OF S 19°04'43" W, FOR AN ARC LENGTH OF 584.38 FEET; THENCE S 40°14'32" W A DISTANCE OF 209.83 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE EAST HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 89°59'42", A CHORD BEARING OF S 04°45'18" E, FOR AN ARC LENGTH OF 39.27 FEET TO A POINT OF CUSP WITH THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, A 160 FOOT ROADWAY AS CURRENTLY OCCUPIED AND ESTABLISHED; THENCE N 49°45'09" W ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 125.00 FEET; THENCE N 40°14'32" E A DISTANCE OF 234.67 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 863.96 FEET, A DELTA ANGLE OF 19°49'41", A CHORD BEARING OF N 30°19'42" E, FOR AN ARC LENGTH OF 229.77 FEET; THENCE N 49°46'30" W A DISTANCE OF 80.41 FEET; THENCE N 02°05'06" W A DISTANCE OF 306.32 FEET; THENCE N 87°58'51" E A DISTANCE OF 110.00 FEET; THENCE N 02°05'06" W A DISTANCE OF 879.28 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE EAST HAVING A RADIUS OF 1196.00 FEET, A DELTA ANGLE OF 23°35'47", A CHORD BEARING OF N 09°42'47" E, FOR AN ARC LENGTH OF 492.55 FEET; THENCE N 02°05'06" W A DISTANCE OF 313.76 FEET; THENCE N 88°22'40" E A DISTANCE OF 156.20 FEET; THENCE N 24°47'41" E A DISTANCE OF 502.66 FEET; THENCE N 65°12'19" W A DISTANCE OF 50.00 FEET; THENCE N 24°47'41" E A DISTANCE OF 277.26 FEET; THENCE S 65°12'19" E A DISTANCE OF 50.00 FEET; THENCE N 24°47'41" E A DISTANCE OF 50.00 FEET; THENCE N 65°12'19" W A DISTANCE OF 50.00 FEET; THENCE N 24°47'41" E A DISTANCE OF 299.56 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE WEST HAVING A RADIUS OF 3950.00 FEET, A DELTA ANGLE OF 39°45'20", A CHORD BEARING OF N 04°55'01" E, FOR AN ARC LENGTH OF 2740.77 FEET; THENCE N 75°02'23" E A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE WEST HAVING A RADIUS OF 4000.00 FEET, A DELTA ANGLE OF 2°53'25", A CHORD BEARING OF N 16°24'21" W, FOR AN ARC LENGTH OF 201.76 FEET; THENCE S 72°08'59" W A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE WEST HAVING A RADIUS OF 3950.00 FEET, A DELTA ANGLE OF 1°45'02", A CHORD BEARING OF N 18°43'35" W, FOR AN ARC LENGTH OF 120.69 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE EAST HAVING A RADIUS OF 2850.00 FEET, A DELTA ANGLE OF 7°36'35", A CHORD BEARING OF N 15°47'49" W, FOR AN ARC LENGTH OF 378.52 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 435.00 FEET, A DELTA ANGLE OF 65°32'16", A CHORD BEARING OF N 44°45'39" W, FOR AN ARC LENGTH OF 497.57 FEET; THENCE N 77°31'27" W A DISTANCE OF 964.15 FEET; THENCE S 12°28'13" W A DISTANCE OF 110.00 FEET; THENCE N 77°31'47" W A DISTANCE OF 50.00 FEET; THENCE N 12°28'13" E A DISTANCE OF 110.00 FEET; THENCE N 77°31'47" W A DISTANCE OF 265.44 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE NORTH HAVING A RADIUS OF 465.00 FEET, A DELTA ANGLE OF 14°34'33", A CHORD BEARING OF N 70°14'30" W, FOR AN ARC LENGTH OF 118.29 FEET; THENCE S 27°02'46" W A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 575.00 FEET, A DELTA ANGLE OF 8°10'27", A CHORD BEARING OF N 54°46'47" W, FOR AN ARC LENGTH OF 82.03 FEET; THENCE N 54°46'47" W A DISTANCE OF 50.00 FEET; THENCE N 35°13'13" E A DISTANCE OF 99.29 FEET; THENCE N 02°55'05" E A DISTANCE OF 12.67 FEET; THENCE N 54°46'47" W A DISTANCE OF 45.77 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTH HAVING A RADIUS OF 435.00 FEET, A DELTA ANGLE OF 33°55'21", A CHORD BEARING OF N 71°44'28" W, FOR AN ARC LENGTH OF 257.55 FEET; THENCE N 88°42'09" W A DISTANCE OF 390.24 FEET; THENCE S 01°17'51" W A DISTANCE OF 156.36 FEET; THENCE S 70°43'56" W A DISTANCE OF 21.48 FEET; THENCE N 67°19'54" W A DISTANCE OF 28.59 FEET; THENCE N 75°39'42" W A DISTANCE OF 52.62 FEET; THENCE N 84°57'33" W A DISTANCE OF 88.52 FEET; THENCE S 47°52'18" W A DISTANCE OF 74.34 FEET; THENCE S 35°59'44" W A DISTANCE OF 79.93 FEET; THENCE S 69°14'27" W A DISTANCE OF 133.35 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 95, A 300 FOOT ROADWAY AS CURRENTLY OCCUPIED AND ESTABLISHED; THENCE N 20°45'33" W ALONG SAID EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 3245.72 FEET TO THE WESTERLY LINE OF AFORESAID SECTION 24; THENCE N 01°50'18" W A DISTANCE OF 2620.50 FEET ALONG SAID WESTERLY LINE TO THE NORTHWEST CORNER THEREOF AND THE POINT OF BEGINNING, SAID PARCEL CONTAINING 415.03 ACRES MORE OR LESS.

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LEGAL DESCRIPTION

PLANTATION OAKS OF ORMOND BEACH UNIT 1-B, PARCEL 1

A REPLAT OF LOT 2000, PLANTATION OAKS OF ORMOND BEACH, UNIT 1A, AS RECORDED IN MAP BOOK __, PAGE __

AND BEING ALSO A PORTION OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 32 EAST,

VOLUSIA COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF COMMENCEMENT BEING THE NORTHWEST CORNER OF SECTION 24, RUN THENCE S89°57'37"E ALONG THE NORTHERLY LINE OF SECTION 24 FOR A DISTANCE OF 530.94 FEET; THENCE S39°18'32"E, 891.88 FEET TO THE POINT OF BEGINNING; THENCE S39°18'32"E, 78.46 FEET; THENCE S 79°15'13"E A DISTANCE OF 403.77 FEET; THENCE S 10°44'47"W A DISTANCE OF 147.50 FEET; THENCE S 79°15'13"E A DISTANCE OF 32.98 FEET; THENCE S 10°44'47"W A DISTANCE OF 50.00 FEET; THENCE S 79°15'13"E A DISTANCE OF 85.00 FEET; THENCE S 10°44'47"W A DISTANCE OF 152.37 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE EAST HAVING A RADIUS OF 165.00 FEET, A DELTA ANGLE OF 12°35'03", A CHORD BEARING OF S 04°27'15"W FEET, AN ARC LENGTH OF 36.24 FEET; THENCE S 01°50'16"E A DISTANCE OF 393.02 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE EAST HAVING A RADIUS OF 165.00 FEET, A DELTA ANGLE OF 18°55'17", A CHORD BEARING OF S 11°17'55"E FEET, AN ARC LENGTH OF 54.49 FEET; THENCE S 20°45'33"E A DISTANCE OF 410.13 FEET; THENCE S 69°14'27"W A DISTANCE OF 110.00 FEET; THENCE S 20°45'33"E A DISTANCE OF 20.00 FEET; THENCE N 69°14'27"E A DISTANCE OF 110.00 FEET; THENCE S 20°45'33"E A DISTANCE OF 195.00 FEET; THENCE N 69°14'27"E A DISTANCE OF 57.99 FEET; THENCE S 20°45'33"E A DISTANCE OF 140.61 FEET; THENCE S 22°08'55"W A DISTANCE OF 142.25 FEET; THENCE S 72°55'01"W A DISTANCE OF 155.64 FEET; THENCE N 56°18'53"W A DISTANCE OF 130.40 FEET; THENCE N 20°45'33"W A DISTANCE OF 826.38 FEET; THENCE N 01°50'16"W A DISTANCE OF 314.61 FEET; THENCE N 88°09'44"E A DISTANCE OF 110.00 FEET; THENCE N 01°50'16"W A DISTANCE OF 20.00 FEET; THENCE S 88°09'44"W A DISTANCE OF 110.00 FEET; THENCE N 01°50'16"W A DISTANCE OF 178.86 FEET; THENCE N 10°44'47"E A DISTANCE OF 200.34 FEET; THENCE N 79°15'13"W A DISTANCE OF 28.80 FEET; THENCE S 10°44'47"W A DISTANCE OF 110.00 FEET; THENCE N 79°15'13"W A DISTANCE OF 266.56 FEET; THENCE N 12°59'45"E A DISTANCE OF 110.29 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE NORTH HAVING A RADIUS OF 325.00 FEET, A DELTA ANGLE OF 5°48'19", A CHORD BEARING OF N 74°01'28"W FEET, AN ARC LENGTH OF 32.93 FEET; THENCE N 71°07'19"W A DISTANCE OF 204.60 FEET; THENCE N 16°52'41"E A DISTANCE OF 50.00 FEET; THENCE S 71°07'19"E A DISTANCE OF 2.05 FEET; THENCE N 16°52'41"E A DISTANCE OF 110.00 FEET; THENCE S 71°07'19"E A DISTANCE OF 130.00 FEET; THENCE N 50°41'28"E A DISTANCE OF 98.39 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 13.44 ACRES MORE OR LESS.

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LEGAL DESCRIPTION

PLANTATION OAKS OF ORMOND BEACH UNIT 1-B, PARCEL 2

A REPLAT OF LOT 2000, PLANTATION OAKS OF ORMOND BEACH, UNIT 1A, AS RECORDED IN MAP BOOK _____ PAGE _____

AND BEING ALSO A PORTION OF SECTION 24, TOWNSHIP 13 SOUTH,

RANGE 32 EAST, VOLUSIA COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF COMMENCEMENT BEING THE NORTHWEST CORNER OF SECTION 24, RUN THENCE S89°57'37"E ALONG THE NORTHERLY LINE OF SECTION 24 FOR A DISTANCE OF 530.94 FEET; THENCE S39°18'32"E, 970.33 FEET; THENCE S79°15'13"E, 1350.04 FEET; THENCE S10°44'47"W, 543.14 FEET TO THE POINT OF BEGINNING; THENCE S 04°24'00"W A DISTANCE OF 74.02 FEET; THENCE S 27°13'31"E A DISTANCE OF 81.80 FEET; THENCE N 52°02'11"E A DISTANCE OF 20.79 FEET; THENCE S 41°51'14"E A DISTANCE OF 48.23 FEET; THENCE S 31°13'02"E A DISTANCE OF 37.95 FEET; THENCE S 17°03'25"W A DISTANCE OF 54.84 FEET; THENCE S 04°37'07"E A DISTANCE OF 81.87 FEET; THENCE S 09°54'19"W A DISTANCE OF 78.19 FEET; THENCE S 27°37'28"W A DISTANCE OF 94.20 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 465.00', A DELTA ANGLE OF 9°54'51", A CHORD BEARING OF N 27°02'31"W, AN ARC LENGTH OF 80.48'; THENCE N 22°05'06"W A DISTANCE OF 106.28 FEET; THENCE S 87°54'54"W A DISTANCE OF 110.00 FEET; THENCE N 22°05'06"W A DISTANCE OF 40.00 FEET; THENCE N 67°54'54"E A DISTANCE OF 110.00 FEET; THENCE N 22°05'06"W A DISTANCE OF 130.00 FEET; THENCE N 67°54'54"E A DISTANCE OF 8.08 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTH HAVING A RADIUS OF 164.00', A DELTA ANGLE OF 24°51'07", A CHORD BEARING OF S 85°56'40"W, AN ARC LENGTH OF 701.99'; THENCE S 22°05'06"E A DISTANCE OF 286.76 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 735.00', A DELTA ANGLE OF 23°21'13", A CHORD BEARING OF S 33°45'42"E, AN ARC LENGTH OF 299.58'; THENCE N 43°43'27"E A DISTANCE OF 110.01 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 625.00', A DELTA ANGLE OF 1°50'01", A CHORD BEARING OF S 46°12'29"E, AN ARC LENGTH OF 20.00'; THENCE S 43°43'27"W A DISTANCE OF 110.40 FEET; THENCE S 48°51'25"E A DISTANCE OF 292.43 FEET; THENCE S 39°16'22"W A DISTANCE OF 35.45 FEET; THENCE N 50°43'38"W A DISTANCE OF 110.00 FEET; THENCE S 39°16'22"W A DISTANCE OF 947.24 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 435.00', A DELTA ANGLE OF 12°43'48", A CHORD BEARING OF S 32°54'28"W, AN ARC LENGTH OF 96.65'; THENCE S 63°27'26"E A DISTANCE OF 110.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 325.00', A DELTA ANGLE OF 4°27'18", A CHORD BEARING OF S 24°18'55"W, AN ARC LENGTH OF 25.27'; THENCE N 67°54'45"W A DISTANCE OF 110.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE EAST HAVING A RADIUS OF 435.00', A DELTA ANGLE OF 42°51'59", A CHORD BEARING OF S 00°39'16"W, AN ARC LENGTH OF 325.45'; THENCE S 20°46'44"E A DISTANCE OF 63.62 FEET; THENCE N 69°13'16"E A DISTANCE OF 110.00 FEET; THENCE S 20°46'44"E A DISTANCE OF 20.00 FEET; THENCE S 69°13'16"W A DISTANCE OF 110.00 FEET; THENCE S 20°46'44"E A DISTANCE OF 50.03 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE WEST HAVING A RADIUS OF 165.00', A DELTA ANGLE OF 25°38'40", A CHORD BEARING OF S 07°57'23"E, AN ARC LENGTH OF 73.85'; THENCE S 04°51'57"W A DISTANCE OF 128.32 FEET; THENCE S 85°08'03"E A DISTANCE OF 85.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE NORTH HAVING A RADIUS OF 25.00', A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF N 49°51'57"E, AN ARC LENGTH OF 39.27'; THENCE S 85°08'03"E A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 25.00', A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF S 40°08'03"E, AN ARC LENGTH OF 39.27'; THENCE S 85°08'03"E A DISTANCE OF 85.00 FEET; THENCE N 04°51'57"E A DISTANCE OF 128.32 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE WEST HAVING A RADIUS OF 435.00', A DELTA ANGLE OF 25°38'40", A CHORD BEARING OF N 07°57'23"W, AN ARC LENGTH OF 194.70'; THENCE N 20°46'44"W A DISTANCE OF 50.03 FEET; THENCE S 69°13'16"W A DISTANCE OF 110.00 FEET; THENCE N 20°46'44"W A DISTANCE OF 20.00 FEET; THENCE N 69°13'16"E A DISTANCE OF 110.00 FEET; THENCE N 20°46'44"W A DISTANCE OF 63.62 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE EAST HAVING A RADIUS OF 165.00', A DELTA ANGLE OF 60°03'05", A CHORD BEARING OF N 09°14'49"E, AN ARC LENGTH OF 172.94'; THENCE N 39°16'22"E A DISTANCE OF 257.24 FEET; THENCE S 50°43'38"E A DISTANCE OF 103.61 FEET; THENCE N 52°17'00"E A DISTANCE OF 185.70 FEET; THENCE N 08°07'35"E A DISTANCE OF 21.33 FEET; THENCE N 05°13'23"W A DISTANCE OF 75.20 FEET; THENCE N 50°43'38"W A DISTANCE OF 81.68 FEET; THENCE N 39°16'22"E A DISTANCE OF 597.08 FEET; THENCE N 45°19'02"E A DISTANCE OF 34.75 FEET; THENCE N 38°38'17"W A DISTANCE OF 100.00 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 285.00', A DELTA ANGLE OF 9°52'08", A CHORD BEARING OF N 56°17'47"E, AN ARC LENGTH OF 45.64'; THENCE S 28°46'09"E A DISTANCE OF 100.00 FEET; THENCE S 04°25'57"E A DISTANCE OF 53.85 FEET; THENCE N69°15'50"E A DISTANCE OF 139.00 FEET; THENCE S00°00'24"W A DISTANCE OF 113.01 FEET TO THE POINT OF TANGENCY OF A CURVE CONCAVE EASTERLY; THENCE SOUTHERLY AND TO THE LEFT ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 20°36'07", A RADIUS OF 435.00 FEET, A CHORD BEARING OF S10°17'40"E FOR AN ARC LENGTH OF 158.41 FEET; THENCE S 20°35'43"E A DISTANCE OF 148.38 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE WEST HAVING A RADIUS OF 165.00', A DELTA ANGLE OF 10°02'22", A CHORD BEARING OF S 15°34'32"E, AN ARC LENGTH OF 28.91'; THENCE S 10°33'21"E A DISTANCE OF 214.94 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE EAST HAVING A RADIUS OF 435.00', A DELTA ANGLE OF 1°22'28", A CHORD BEARING OF S 11°14'35"E, AN ARC LENGTH OF 10.43'; THENCE S 78°04'11"W A DISTANCE OF 125.93 FEET; THENCE S 54°19'43"W A DISTANCE OF 62.29 FEET; THENCE S 49°32'05"W A DISTANCE OF 63.20 FEET; THENCE S 35°59'03"W A DISTANCE OF 24.08 FEET; THENCE S 03°26'26"E A DISTANCE OF 41.08 FEET; THENCE S 04°44'17"W A DISTANCE OF 58.72 FEET; THENCE S 15°47'50"E A DISTANCE OF 59.70 FEET; THENCE S 13°17'10"E A DISTANCE OF 49.86 FEET; THENCE S 26°00'41"E A DISTANCE OF 31.32 FEET; THENCE S 08°23'24"E A DISTANCE OF 79.90 FEET; THENCE S 25°23'41"E A DISTANCE OF 44.42 FEET; THENCE S 47°43'23"E A DISTANCE OF 13.33 FEET; THENCE N 50°24'06"E A DISTANCE OF 4.38 FEET; THENCE N 14°30'59"E A DISTANCE OF 25.63 FEET; THENCE N 33°15'21"E A DISTANCE OF 43.84 FEET; THENCE N 65°47'58"E A DISTANCE OF 54.92 FEET; THENCE S 87°13'43"E A DISTANCE OF 82.66 FEET; THENCE S 57°53'45"E A DISTANCE OF 84.83 FEET; THENCE S 32°45'32"E A DISTANCE OF 49.74 FEET; THENCE N 46°21'00"E A DISTANCE OF 25.19 FEET; THENCE N 37°33'37"E A DISTANCE OF 62.94 FEET; THENCE N 47°53'40"E A DISTANCE OF 65.84 FEET; THENCE S 88°22'59"E A DISTANCE OF 84.38 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 275.00', A DELTA ANGLE OF 9°17'24", A CHORD BEARING OF S 24°37'44"E, AN ARC LENGTH OF 44.59'; THENCE S 19°59'02"E A DISTANCE OF 148.80 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE WEST HAVING A RADIUS OF 275.00', A DELTA ANGLE OF 36°19'22", A CHORD BEARING OF S 01°49'21"E, AN ARC LENGTH OF 174.34'; THENCE S 16°20'20"W A DISTANCE OF 28.84 FEET; THENCE N 73°39'40"W A DISTANCE OF 110.00 FEET; THENCE S 16°20'20"W A DISTANCE OF 278.75 FEET; THENCE S 73°39'40"E A DISTANCE OF 85.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE NORTH HAVING A RADIUS OF 25.00', A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF N 61°20'20"E, AN ARC LENGTH OF 39.27'; THENCE S 73°39'40"E A DISTANCE OF 50.00 FEET; THENCE S 16°20'20"W A DISTANCE OF 22.07 FEET; THENCE S 73°03'40"E A DISTANCE OF 110.00 FEET; THENCE N 16°20'20"E A DISTANCE OF 302.40 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE WEST HAVING A RADIUS OF 435.00', A DELTA ANGLE OF 36°18'37", A CHORD BEARING OF N 01°48'58"W, AN ARC LENGTH OF 275.67'; THENCE N 19°58'17"W A DISTANCE OF 146.74 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 433.69', A DELTA ANGLE OF 8°20'11", A CHORD BEARING OF N 24°08'22"W, AN ARC LENGTH OF 63.10'; THENCE N 28°18'28"W A DISTANCE OF 573.57 FEET; THENCE S 64°52'45"W A DISTANCE OF 110.12 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 275.00', A DELTA ANGLE OF 4°10'04", A CHORD BEARING OF N 25°07'15"W, AN ARC LENGTH OF 20.00'; THENCE N 64°52'45"E A DISTANCE OF 110.12 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE EAST HAVING A RADIUS OF 165.00', A DELTA ANGLE OF 11°05'25", A CHORD BEARING OF N 16°06'04"W, AN ARC LENGTH OF 31.89'; THENCE N 10°33'21"W A DISTANCE OF 253.15 FEET; THENCE N 20°35'43"W A DISTANCE OF 190.23 FEET; THENCE N 09°27'43"W A DISTANCE OF 56.30 FEET; THENCE N 00°00'24"E A DISTANCE OF 144.15 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE WEST HAVING A RADIUS OF 435.00', A DELTA ANGLE OF 20°36'07", A CHORD BEARING OF N 10°17'40"W, AN ARC LENGTH OF 156.41'; THENCE N 20°35'43"W A DISTANCE OF 175.00 FEET; THENCE N 23°40'07"W A DISTANCE OF 180.60 FEET; THENCE N 24°08'49"W A DISTANCE OF 78.36 FEET; THENCE S 50°58'24"W A DISTANCE OF 137.17 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 675.00', A DELTA ANGLE OF 1°41'52", A CHORD BEARING OF N 39°51'32"W, AN ARC LENGTH OF 20.00'; THENCE N 50°58'24"E A DISTANCE OF 142.90 FEET; THENCE N 24°08'49"W A DISTANCE OF 45.28 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTH HAVING A RADIUS OF 164.00', A DELTA ANGLE OF 105°17'35", A CHORD BEARING OF N 76°47'37"W, AN ARC LENGTH OF 301.38'; THENCE N 58°12'21"W A DISTANCE OF 39.32 FEET; THENCE N 46°14'53"W A DISTANCE OF 83.61 FEET; THENCE N 33°19'13"W A DISTANCE OF 57.24 FEET; THENCE N 11°51'59"W A DISTANCE OF 86.12 FEET; THENCE N 55°34'06"W A DISTANCE OF 134.69 FEET; THENCE S 50°22'50"W A DISTANCE OF 94.34 FEET; TO THE POINT OF BEGINNING AND HAVING AN AREA OF 43.49 ACRES MORE OR LESS.

TOTAL AREA UNIT 1B = 56.93 ACRES

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LEGAL DESCRIPTION No. 1
PLANTATION OAKS OF ORMOND BEACH UNIT 1C
A PORTION OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST VOLUSIA COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED
AS FOLLOWS:

FROM A POINT OF COMMENCEMENT BEING THE NORTHWEST CORNER OF SECTION 24, RUN THENCE S89°57'37"E ALONG THE NORTHERLY LINE OF SECTION 24 FOR A DISTANCE OF 530.94 FEET; THENCE S39°18'33"E, 970.33 FEET; THENCE S79°15'13"E, 1985.01 FEET; THENCE N78°39'47"E, 210.85 TO A POINT ON THE WESTERLY LINE OF A 100 FOOT FLORIDA POWER AND LIGHT COMPANY EASEMENT AND THE POINT OF BEGINNING; THENCE CONTINUE N78°39'47"E FOR A DISTANCE OF 101.32 FEET TO A POINT ON THE EASTERLY LINE OF SAID EASEMENT; THENCE S 20°35'43"E AND ALONG SAID EASTERLY EASEMENT LINE FOR A DISTANCE OF 975.01 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE SOUTH HAVING A RADIUS OF 375.00 FEET, A DELTA ANGLE OF 00°32'52", A CHORD BEARING OF N 61°46'47"E FEET, AN ARC LENGTH OF 3.58 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 73°27'17", A CHORD BEARING OF N 81°46'00"E FEET, AN ARC LENGTH OF 32.05 FEET; THENCE S 45°02'21"E A DISTANCE OF 60.40 FEET; THENCE S 69°24'17"W A DISTANCE OF 54.74 FEET TO THE EASTERLY LINE OF AFORESAID 100 FOOT FLORIDA POWER AND LIGHT COMPANY EASEMENT; THENCE S 20°35'43"E AND ALONG SAID EASTERLY EASEMENT LINE FOR A DISTANCE OF 1916.46 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE NORTH HAVING A RADIUS OF 375.00 FEET, A DELTA ANGLE OF 6°52'04", A CHORD BEARING OF S 65°58'15"W FEET, AN ARC LENGTH OF 44.95 FEET; THENCE S 69°24'17"W A DISTANCE OF 155.16 FEET; THENCE S 20°35'43"E A DISTANCE OF 124.78 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE WEST HAVING A RADIUS OF 435.00 FEET, A DELTA ANGLE OF 36°03'00", A CHORD BEARING OF S 02°34'13"E FEET, AN ARC LENGTH OF 273.70 FEET; THENCE N 74°32'43"W A DISTANCE OF 110.00 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE WEST HAVING A RADIUS OF 325.00 FEET, A DELTA ANGLE OF 3°31'35", A CHORD BEARING OF S 17°13'05"W FEET, AN ARC LENGTH OF 20.00 FEET; THENCE S 71°01'07"E A DISTANCE OF 111.06 FEET; THENCE S 22°58'20"W A DISTANCE OF 525.98 FEET; THENCE N 67°01'40"W A DISTANCE OF 110.00 FEET; THENCE S 22°58'20"W A DISTANCE OF 20.00 FEET; THENCE S 67°01'40"E A DISTANCE OF 110.00 FEET; THENCE S 22°58'20"W A DISTANCE OF 130.00 FEET; THENCE S 10°09'27"W A DISTANCE OF 66.66 FEET; THENCE N 79°50'33"W A DISTANCE OF 123.14 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE EAST HAVING A RADIUS OF 275.00 FEET, A DELTA ANGLE OF 2°11'40", A CHORD BEARING OF S 11°15'17"W FEET, AN ARC LENGTH OF 10.53 FEET; THENCE N 79°50'33"W A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE EAST HAVING A RADIUS OF 325.00 FEET, A DELTA ANGLE OF 0°51'01", A CHORD BEARING OF N 10°34'58"E FEET, AN ARC LENGTH OF 4.82 FEET; THENCE N 78°59'31"W A DISTANCE OF 110.00 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE EAST HAVING A RADIUS OF 435.00 FEET, A DELTA ANGLE OF 11°28'42", A CHORD BEARING OF N 16°44'50"E FEET, AN ARC LENGTH OF 87.15 FEET; THENCE N 22°58'15"E A DISTANCE OF 687.28 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE WEST HAVING A RADIUS OF 165.00 FEET, A DELTA ANGLE OF 43°33'58", A CHORD BEARING OF N 01°11'16"E FEET, AN ARC LENGTH OF 125.46 FEET; THENCE N 20°35'43"W A DISTANCE OF 2783.95 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTH WEST HAVING A RADIUS OF 165.00 FEET, A DELTA ANGLE OF 19°46'48", A CHORD BEARING OF N 30°29'07"W FEET, AN ARC LENGTH OF 56.96 FEET; THENCE N 55°12'12"E A DISTANCE OF 160.39 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTH WEST HAVING A RADIUS OF 325.00 FEET, A DELTA ANGLE OF 2°44'59", A CHORD BEARING OF N 39°00'01"W FEET, AN ARC LENGTH OF 15.60 FEET; THENCE N 49°37'29"E A DISTANCE OF 110.00 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE SOUTH WEST HAVING A RADIUS OF 435.00 FEET, A DELTA ANGLE OF 10°38'26", A CHORD BEARING OF S 35°03'18"E FEET, AN ARC LENGTH OF 80.79 FEET; THENCE N 69°24'17"E A DISTANCE OF 105.52 FEET; THENCE N 20°35'43"W A DISTANCE OF 251.13 FEET; TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 36.97 ACRES MORE OR LESS.

EXHIBIT "B"
Page 98 of 246

8.B.d

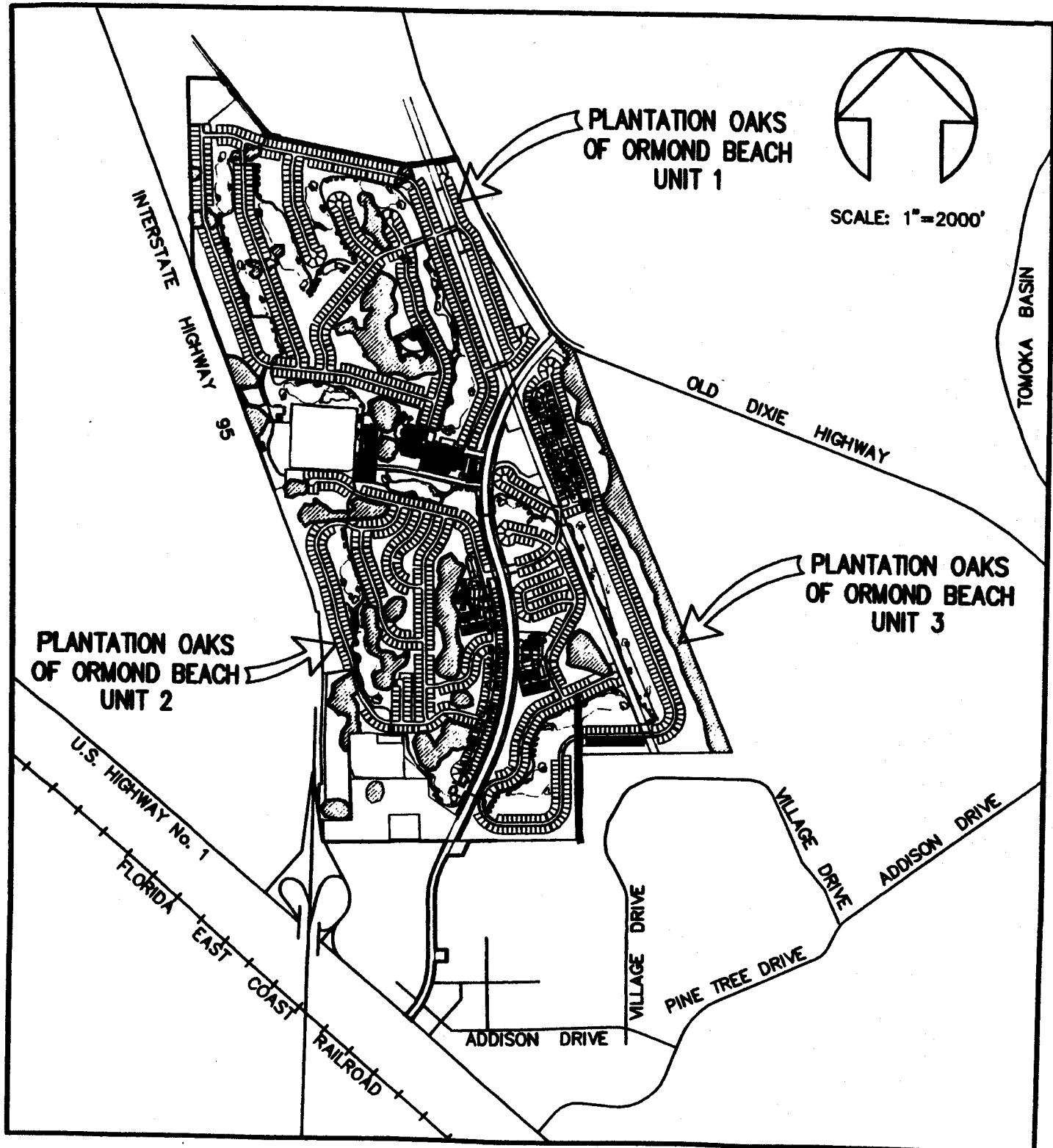
LEGAL DESCRIPTION No. 2

PLANTATION OAKS OF ORMOND BEACH UNIT 1-C

BEING A PORTION OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST VOLUSIA COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF COMMENCEMENT BEING THE NORTHWEST CORNER OF SECTION 24, RUN THENCE S89°57'37"E ALONG THE NORTHERLY LINE OF SECTION 24 FOR A DISTANCE OF 530.94 FEET; THENCE S39°18'33"E, 970.33 FEET; THENCE S79°15'13"E, 403.77 FEET TO THE POINT OF BEGINNING; THENCE S 79°15'13"E, 1984.77 FEET; THENCE N 78°39'47"E A DISTANCE OF 15.86 FEET; THENCE S 19°13'23"W A DISTANCE OF 53.89 FEET; THENCE S 20°58'52"E A DISTANCE OF 61.95 FEET; THENCE S 15°47'15"E A DISTANCE OF 81.12 FEET; THENCE S 40°22'34"W A DISTANCE OF 20.00 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE SOUTH WEST HAVING A RADIUS OF 325.00 FEET, A DELTA ANGLE OF 5°45'01", A CHORD BEARING OF S 46°44'55"E FEET, AN ARC LENGTH OF 32.62 FEET; THENCE S 46°07'35"W A DISTANCE OF 160.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTH WEST HAVING A RADIUS OF 165.00 FEET, A DELTA ANGLE OF 35°22'48", A CHORD BEARING OF N 61°33'49"W FEET, AN ARC LENGTH OF 101.89 FEET; THENCE N 79°15'13"W A DISTANCE OF 9.43 FEET; THENCE S 50°01'19"W A DISTANCE OF 60.28 FEET; THENCE N 45°20'35"W A DISTANCE OF 60.55 FEET; THENCE N 42°18'41"E A DISTANCE OF 15.12 FEET; THENCE N 79°15'13"W A DISTANCE OF 383.10 FEET; THENCE N 10°44'47"E A DISTANCE OF 110.00 FEET; THENCE N 79°15'13"W A DISTANCE OF 20.00 FEET; THENCE S 10°44'47"W A DISTANCE OF 110.00 FEET; THENCE N 79°15'13"W A DISTANCE OF 455.00 FEET; THENCE N 10°44'47"E A DISTANCE OF 110.00 FEET; THENCE N 79°15'13"W A DISTANCE OF 20.00 FEET; THENCE S 10°44'47"W A DISTANCE OF 110.00 FEET; THENCE N 79°15'13"W A DISTANCE OF 325.00 FEET; THENCE N 10°44'47"E A DISTANCE OF 110.00 FEET; THENCE N 79°15'13"W A DISTANCE OF 160.00 FEET; THENCE N 10°44'47"E A DISTANCE OF 50.00 FEET; THENCE N 79°15'13"W A DISTANCE OF 32.96 FEET; THENCE N 10°38'58"E A DISTANCE OF 147.50 FEET; TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 10.95 ACRES MORE OR LESS.

TOTAL AREA OF UNIT 1C = 47.92 ACRES MORE OR LESS.



VICINITY MAP



COUNTY NOTIFICATION OF PROPERTY TRANSFER TO PRIVATE OWNERSHIP
NOTICE OF SALE

Project Name _____ Date _____
Developer _____ Telephone _____
Capacity Reservation Account Number _____ Fax _____
Mailing Address _____
Street Address of Property Transferred _____
Unit # _____ Phase # _____ Section # _____ AKA _____
Lot # _____ Block # _____ Tax Parcel # _____
Buyer _____
Mailing Address _____
Closing Date on Property Transfer _____

THE SUBJECT PROPERTY WILL BE DEDUCTED FROM THE CAPACITY RESERVATION FEE BILLING AFTER THE PROPERTY TRANSFER AND UPON RECEIPT OF THIS FORM BEFORE THE 28TH DAY OF THE MONTH. NO ADJUSTMENTS WILL BE MADE TO PRIOR BILLINGS.

County of Volusia
WR&U/Utilities Engineering Division
Attn.: Karen L. Hiatt, Staff Assistant
123 West Indiana Avenue, 4th Floor, Room 402
DeLand, Florida 32720

EXHIBIT "B"

EXHIBIT "B"
Page 101 of 246

Instrument# 2008-194645
Book: 6281
Page: 3161
Diane M. Matousek
Volusia County, Clerk of Court

8.B.d

BILL OF SALE

PLANTATION OAKS OF ORMOND BEACH

Plantation Oaks of Ormond Beach, a Limited Liability Corporation, whose address is: 100 Business Center Drive, Suite 8, Ormond Beach, County of Volusia, State of Florida, "Seller," for and in consideration of the sum of One (\$1.00) Dollar and other valuable consideration paid by County of Volusia, a political subdivision of the State of Florida, "Purchaser," the receipt of which is hereby acknowledged does grant, sell, transfer, convey and deliver to Purchaser all _____ and other goods as required to comprise a complete utility system installed by Seller and located on the following County easements or right-of-way as shown on the record of drawings, more specifically described as follows:

Project: Plantation Oaks of Ormond Beach
Exhibit "A" (Description Attached)

Purchaser shall have all rights and title to the goods in itself and its assigns. Seller warrants that it is the lawful owner of the goods and the goods area free from all liens and encumbrances. Seller has good right to sell the goods and will warrant and defend the right against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, Seller has executed this Agreement at _____,
Florida, on _____ day of _____, 2006.

Witnesses as to Seller

"Seller"

Print Name:

By: _____
Parker Mynchenberg,
Managing Member

Print Name:

By: _____

EXHIBIT "C"

July 18, 2007

**Volusia County
minor amendment**

**Book 6100
Pages 2016-2020**

EXHIBIT "B"
Page 103 of 246

07/25/2007 02:36 PM
Instrument# 2007-169508
Book: 6100
Page: 2016

8.B.d

**IN RE: APPLICATION OF PARKER MYNCHENBERG, MANAGING MEMBER
PLANTATION OAKS OF ORMOND BEACH, L.L.C.**

**MINOR AMENDMENT TO ORDER AND RESOLUTION NO. 2002-199
PLANTATION OAKS OF ORMOND BEACH RPUD**

Whereas, Section 813.06 of Volusia County Ordinance 80-8 provides for "Minor Amendments not altering the intent and purpose" of an approved Planned Unit Development's (PUD) Overall Development Plan; and

Whereas, Parker Mynchenberg, Managing Member of Plantation Oaks of Ormond Beach, LLC, duly filed a request for a "Minor Amendment" to Order and Resolution No. 2002-199; and

Whereas, Exhibit B, Preliminary Plan and Site Data, as referred to in the Development Agreement Book 4988, Pages 185 through 187, are revised as shown; and

Whereas, the Volusia County Director of Growth Management issued approval of such "Minor Amendment" by letter dated July 17, 2007, a copy of which is attached hereto and recorded herewith; the purpose of this Minor Amendment is to revise Exhibit B, Preliminary Plan.

Now, therefore, Order and Resolution No. 2002-199 is hereby amended as follows:

Exhibit B Preliminary Plan, is revised per attached revised Exhibit "B", dated 11-15-06, to increase buffer along Old Dixie Highway to 175 Feet.

Said action has caused the preceding to be recorded in the Public Records of Volusia County, Florida.

Done and Ordered by the Zoning Enforcement Official for Volusia County, Florida, this 18TH day of July, 2007.

Volusia County Growth Management

By: Mary Robinson
Mary Robinson, Director

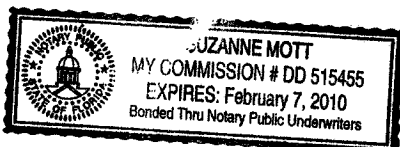
STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me, the undersigned authority, this day personally appeared 18 July 2007, well known to me to be the Mary Robinson, and he/she/they acknowledge(s) executing the foregoing Minor Amendment Modification under authority duly vested in them by said County as such officers and for the uses and purposes expressed therein.

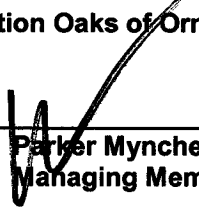
WITNESS my hand and official seal this 18th day of July, 2007.

My Commission expires:

Suzanne Mott
Notary Public, State of Florida at Large



Plantation Oaks of Ormond Beach, LLC

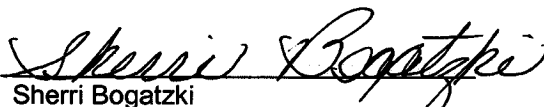
By: 
Parker Mynchenberg, P.E.
Managing Member

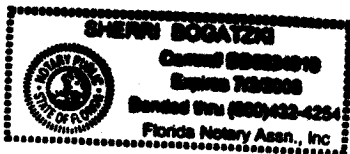
STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me, the undersigned authority, this day personally appeared Parker Mynchenberg, well known to me to be the Managing Member, and he/she/they acknowledge(s) executing the foregoing Minor Amendment Modification under authority duly vested in them by said County as such officers and for the uses and purposes expressed therein.

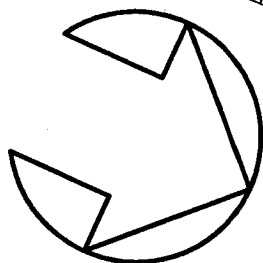
WITNESS my hand and official seal this 16th day of April, 2007.

My Commission expires:

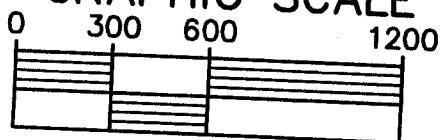

Sherri Bogatzki
Notary Public, State of Florida at Large



Instrument# 2007-169508 # 3
 Book: 6100
 Page: 2018



GRAPHIC SCALE



SCALE: 1" = 600'

PLANTATION OAKS OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
 (386) 677-8881 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

REVISED 4-02-07

DRAWING TITLE

MASTER DEVELOPMENT PLAN

PAGE 1 OF 3

SHEET 9 OF 34

Packet Pg. 859

PLANTATION OAKS
OF ORMOND BEACHA PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS

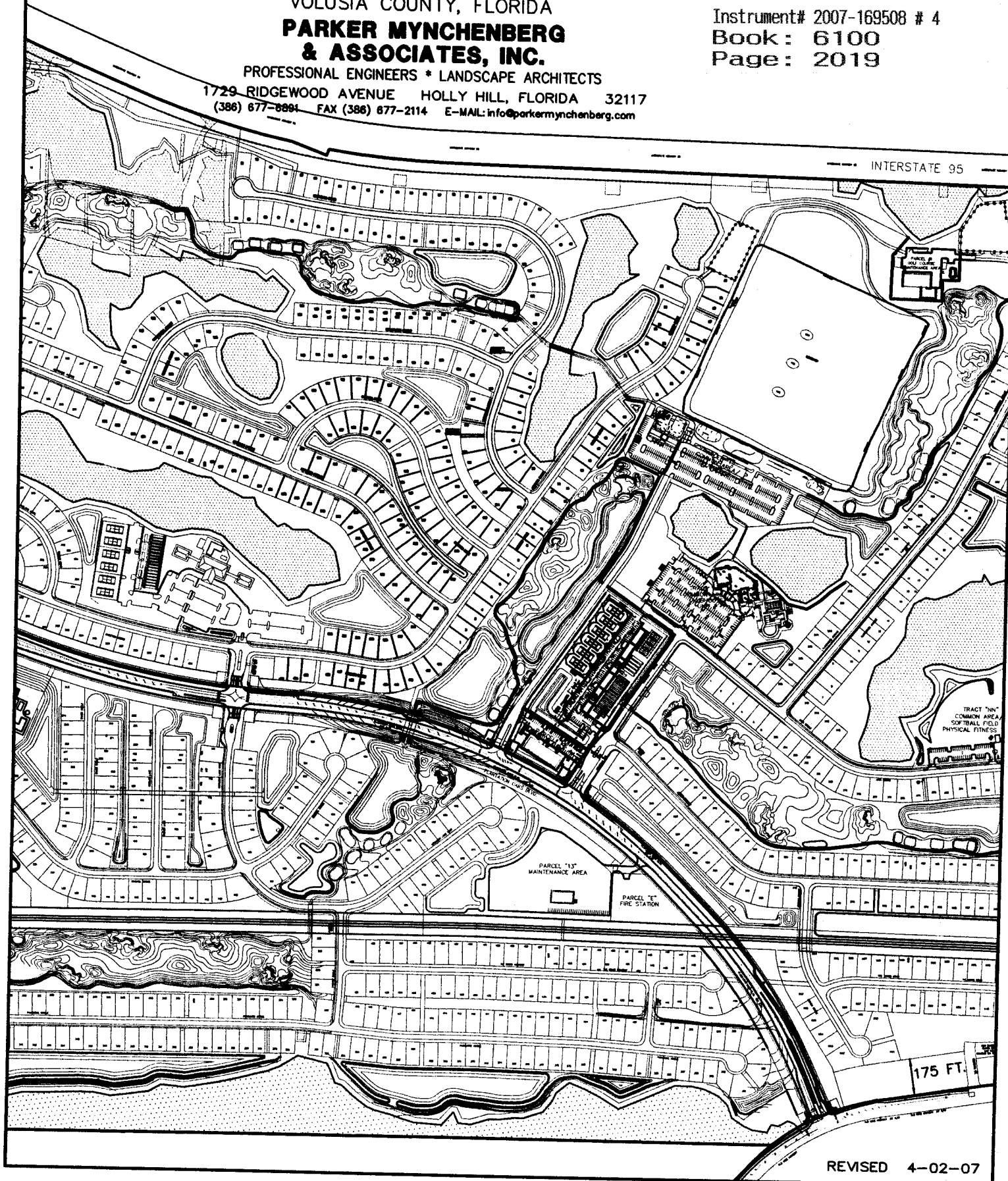
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 877-8881 FAX (386) 877-2114 E-MAIL: info@parkermynchenberg.comDRAWING TITLE
MASTER DEVELOPMENT PLAN

PAGE 2 OF 3

Instrument# 2007-169508 # 4

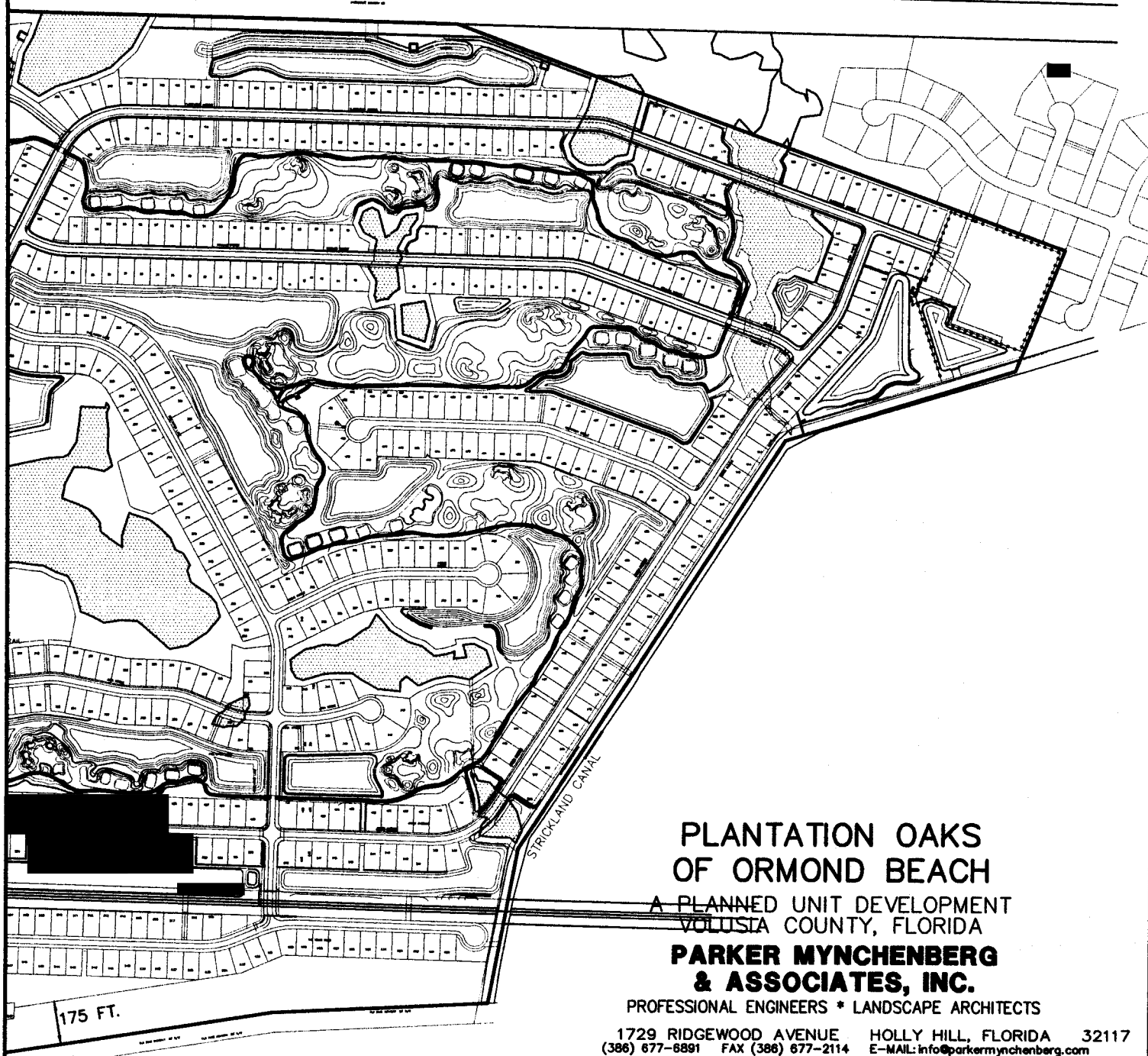
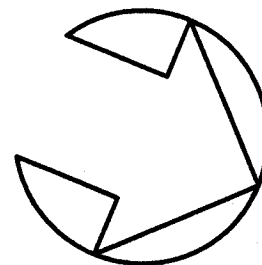
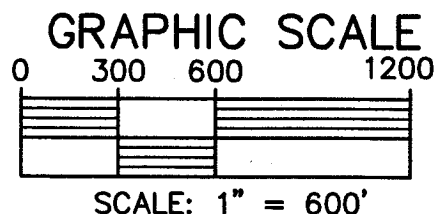
Book: 6100

Page: 2019



REVISED 4-02-07

Instrument# 2007-169508 # 5
Book: 6100
Page: 2020
Diane M. Matousek
Volusia County, Clerk of Court



**PLANTATION OAKS
OF ORMOND BEACH**

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS

1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-8891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

REVISED 4-02-07

PAGE 3 OF 3

DRAWING TITLE
MASTER DEVELOPMENT PLAN

August 12, 2008

**Volusia County
minor amendment**

**Book 6268
Page 3768**

MINOR AMENDMENT TO ORDER AND RESOLUTION NO. 2002-199
PLANTATION OAKS OF ORMOND BEACH RPUD

Book: 6268

Page: 3768

Diane M. Matousek

Volusia County, Clerk of Court

Whereas, Section 813.06 of Volusia County Ordinance 80-8 provides for "Minor Amendments not altering the intent and purpose of an approved Planned Unit Development's (PUD) Overall Development Plan; and

Whereas, Parker Mynchenberg, Managing Member of Plantation Oaks of Ormond Beach, LLC, duly filed a request for a "Minor Amendment" to Order and Resolution No. 2002-199; and

Whereas, Page 7 of 36 4. (C) Phases of Development as referred to in the Development Agreement Book 4988, Pages 146, are revised as shown; and

Whereas, the Volusia County Director of Growth Management issued approval of such "Minor Amendment" by letter dated August 12, 2008, a copy of which is attached hereto and recorded herewith; the purpose of this Minor Amendment is to revise Page 7 of 36 4. (C) Phases of Development.

Now, therefore, Order and Resolution No. 2002-199 is hereby amended as follows:

To Revise Page 7 of 36 4. (C) (Recorded Page No. 146) PHASES OF DEVELOPMENT

PHASE	#UNITS	BEGIN CONSTRUCTION		COMPLETE CONSTRUCTION	
1	669	2002	2006	2008	2012
2	414	2004	2009	2010	2014
3	494	2006	2015	2012	2016
TOTAL	1577				

Said action has caused the preceding to be recorded in the Public Records of Volusia County, Florida.

Done and Ordered by the Zoning Enforcement Official for Volusia County, Florida, this 18TH day of August 2008.

Volusia County Growth Management

By: Mary Robinson

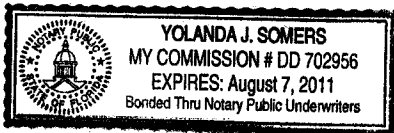
Mary Robinson, Director

STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me, the undersigned authority, this day personally appeared Mary Robinson, well known to me to be the Zoning Enforcement Official, and he/she/they acknowledge(s) executing the foregoing Minor Amendment Modification under authority duly vested in them by said County as such officers and for the uses and purposes expressed therein.

WITNESS my hand and official seal this 18TH day of August, 2008.

My Commission expires:



Yolanda J. Somers
Notary Public, State of Florida at Large

Plantation Oaks of Ormond Beach, LLC

By: Parker Mynchenberg

Parker Mynchenberg, P.E., Managing Member

STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me, the undersigned authority, this day personally appeared Parker Mynchenberg, well known to me to be the Managing Member, and he/she/they acknowledge(s) executing the foregoing Minor Amendment Modification under authority duly vested in them by said County as such officers and for the uses and purposes expressed therein.

WITNESS my hand and official seal this 20^{NO} day of AUGUST, 2008

My Commission expires:



Sherri Bogatzki
Sherri Bogatzki, Notary Public, State of Florida at Large

September 23, 2009

**Volusia County
minor amendment**

**Book 6407
Pages 456-477**

IN RE: APPLICATION OF PARKER MYNCHENBERG, MANAGING MEMBER
PLANTATION OAKS OF ORMOND BEACH, L.L.C.

MINOR AMENDMENT TO ORDER AND RESOLUTION NO. 2002-199
PLANTATION OAKS OF ORMOND BEACH RPUD

10/15/2009 11:07 AM
Instrument# 2009-192506 # 1
Book: 6407
Page: 456

Whereas, Section 813.06 of Volusia County Ordinance 80-8 provides for "Minor Amendments not altering the intent and purpose of an approved Planned Unit Development's (PUD) Overall Development Plan; and

Whereas, Parker Mynchenberg, Managing Member of Plantation Oaks of Ormond Beach, LLC, duly filed a request for a "Minor Amendment" to Order and Resolution No. 2002-199; and

Whereas, Exhibit B, Preliminary Plan, Sheets 3-5 of 34, and 9-23 of 34, referred to in the Development Agreement Book 4988, Pages 179 through 181, and 185-198 are revised as shown; and

Whereas, the Applicant would like to provide a regional wastewater treatment plant site to Volusia County at the NW corner of the PUD; and

Whereas, the Volusia County Director of Growth and Resource Management Department issued approval of such "Minor Amendment" by letter dated Sept. 23, 2009, a copy of which is attached hereto and recorded herewith; the purpose of this Minor Amendment is to revise Exhibit B, Preliminary Plan.

Now, therefore, Order and Resolution No. 2002-199 is hereby amended as follows:

Exhibit B, Preliminary Plan, Sheets 3-5 of 34 and 9-23 of 34 is revised per attached revised Exhibit "B", dated 5-01-09 to locate a regional wastewater treatment facility on the NW corner of the PUD and relocate twelve (12) single family lots from Unit 1A to Unit 2.

Said action has caused the preceding to be recorded in the Public Records of Volusia County, Florida.

Done and Ordered by the Director of Growth and Resource Management Department for Volusia County, Florida, this 7TH day of October 2009.

Volusia County Growth and Resource Management

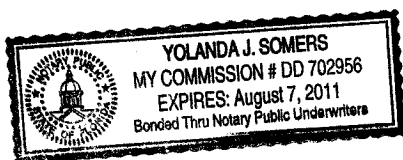
By: [Signature]
Gregory Stubbs, AICP
Director of Growth and Resource Management

STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me, the undersigned authority, this day personally appeared Gregory Stubbs, AICP, well known to me to be the Director of Growth and Resource Management Department, and he/she/they acknowledge(s) executing the foregoing Minor Amendment Modification under authority duly vested in them by said County as such officers and for the uses and purposes expressed therein.

WITNESS my hand and official seal this 7TH day of October, 2009.

My Commission expires:



[Signature]
Notary Public, State of Florida at Large

Plantation Oaks of Ormond Beach, LLC

By: [Signature]
Parker Mynchenberg, Managing Member

STATE OF FLORIDA
COUNTY OF VOLUSIA

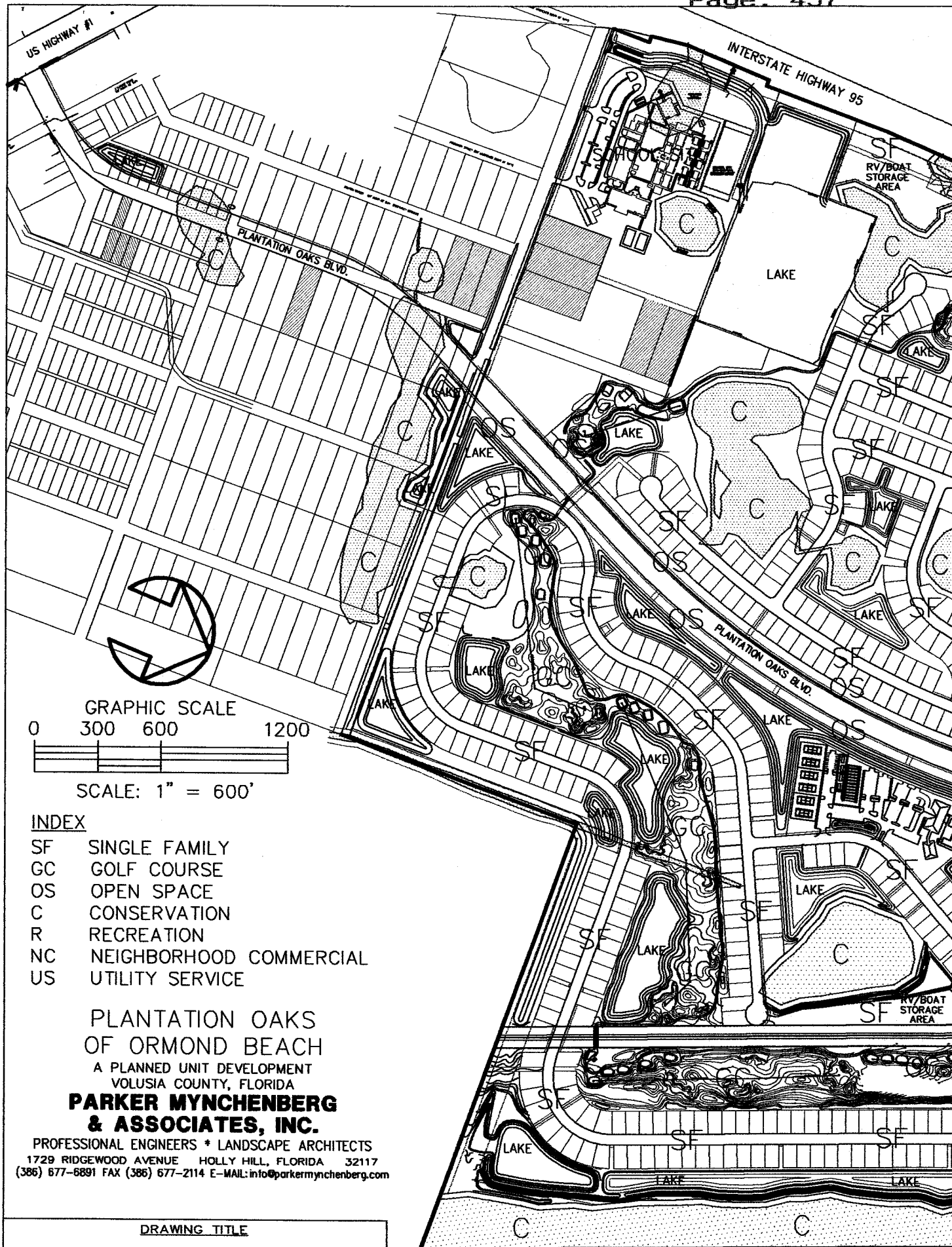
Before me, the undersigned authority, this day personally appeared Parker Mynchenberg, well known to me to be the Managing Member of Plantation Oaks of Ormond Beach, LLC, and he/she/they acknowledge(s) executing the foregoing Minor Amendment Modification under authority duly vested in them by said County as such officers and for the uses and purposes expressed therein.

WITNESS my hand and official seal this 28TH day of May, 2009



[Signature]
Sherri Bogatzki, Notary Public, State of Florida at Large

Instrument# 2009-192506 # 2
 Book : 6407
 Page : 457



INDEX

- SF SINGLE FAMILY
- GC GOLF COURSE
- OS OPEN SPACE
- C CONSERVATION
- R RECREATION
- NC NEIGHBORHOOD COMMERCIAL
- US UTILITY SERVICE

**PLANTATION OAKS
 OF ORMOND BEACH**

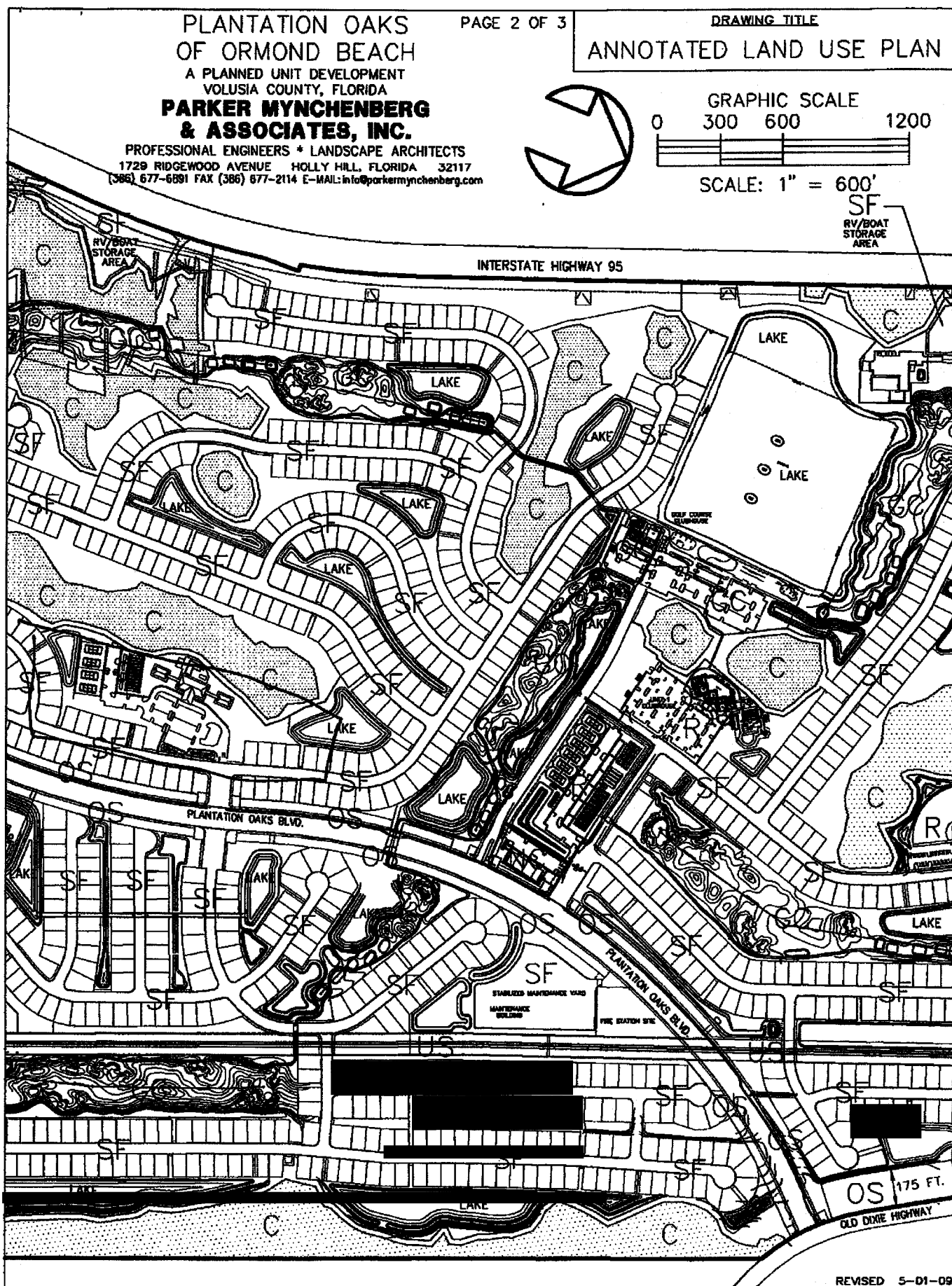
A PLANNED UNIT DEVELOPMENT
 VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
 & ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

DRAWING TITLE

ANNOTATED LAND USE PLAN



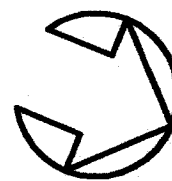
REVISED 5-01-09

SHEET 4 OF 34

Instrument# 2009-192506 # 4

Book : 6407

Page: 459



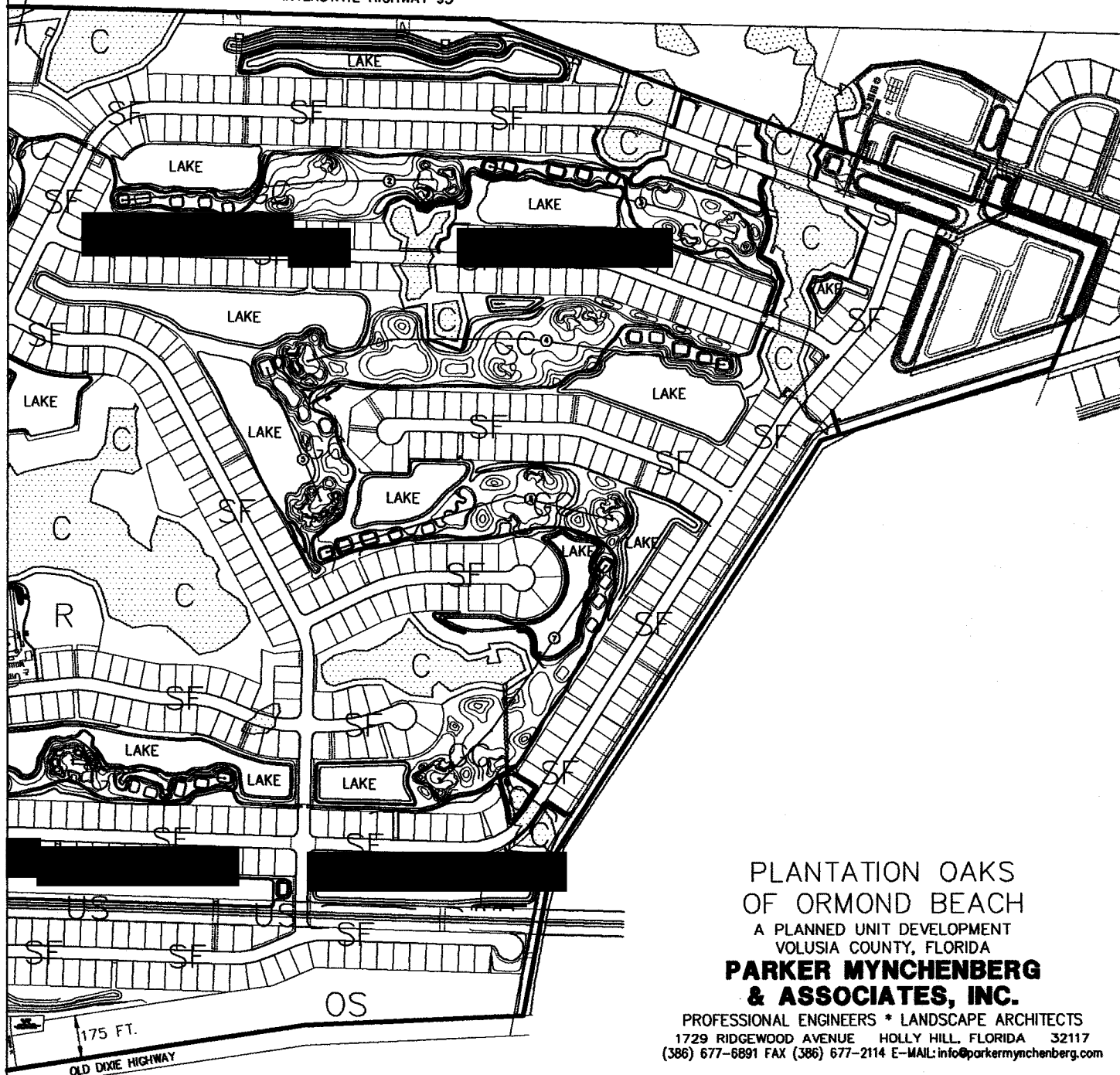
GRAPHIC SCALE

0 300 600 1200

SCALE: 1" = 600'

-SF
RV/BOAT
STORAGE
AREA

INTERSTATE HIGHWAY 95



PLANTATION OAKS OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@sparkermynchenberg.com

REVISED 5-01-09
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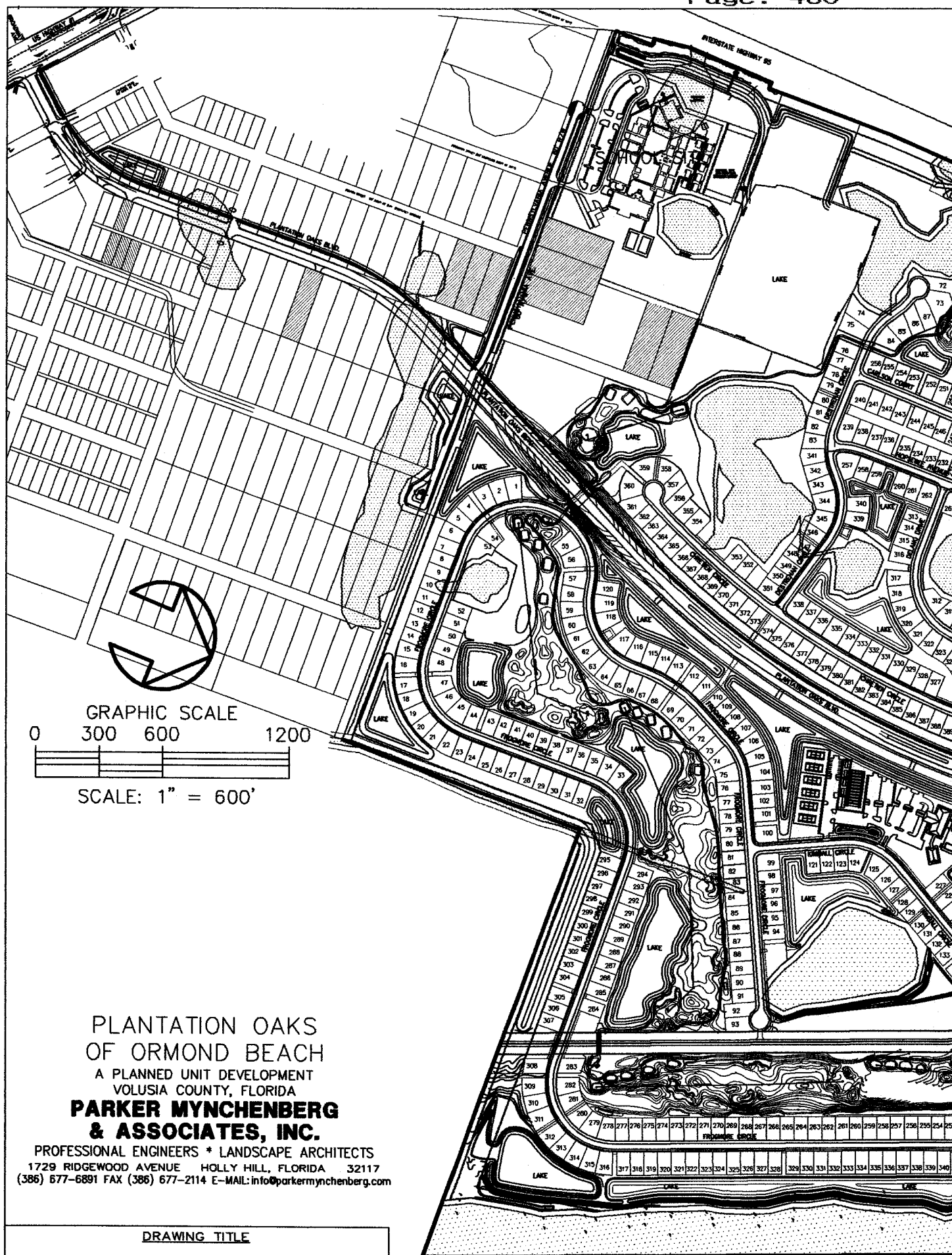
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PLANTATION OAKS
OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

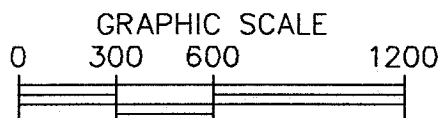
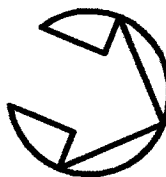
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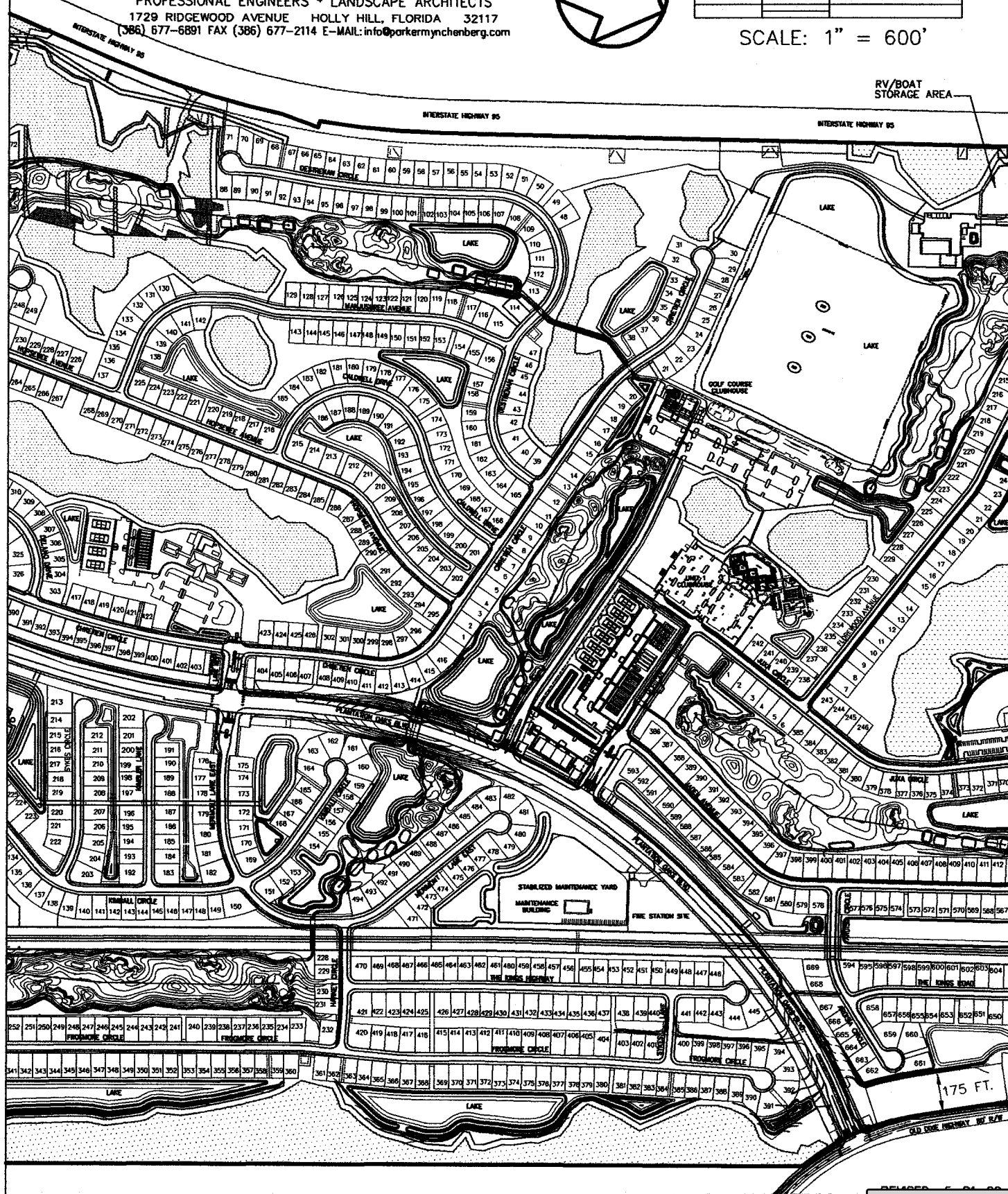
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MASTER DEVELOPMENT PLAN



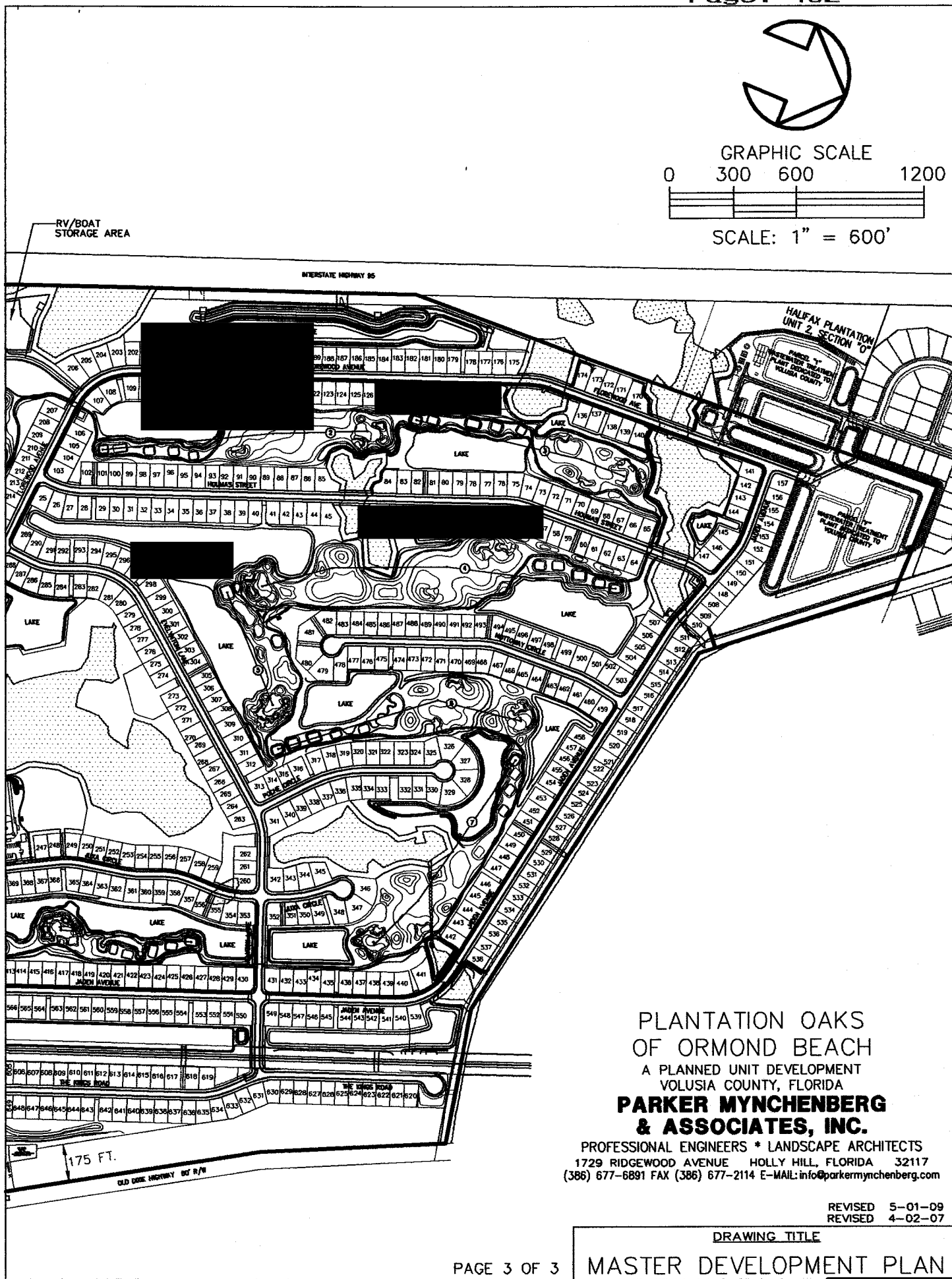
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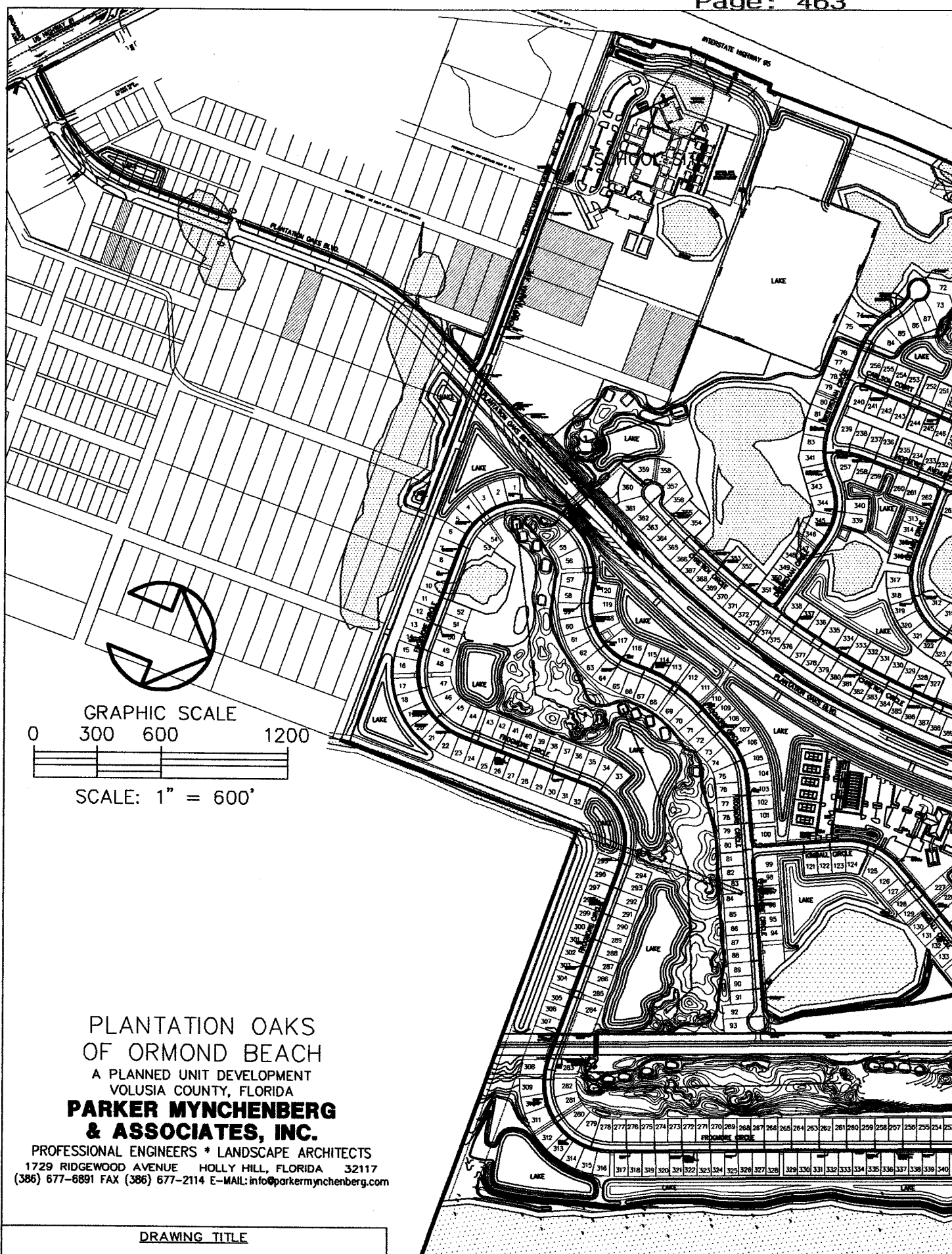
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PLANTATION OAKS
OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
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MASTER WATER PLAN

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MASTER WATER PLAN

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PLANTATION OAKS
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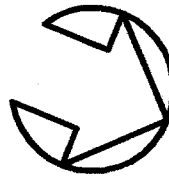
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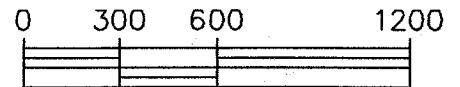
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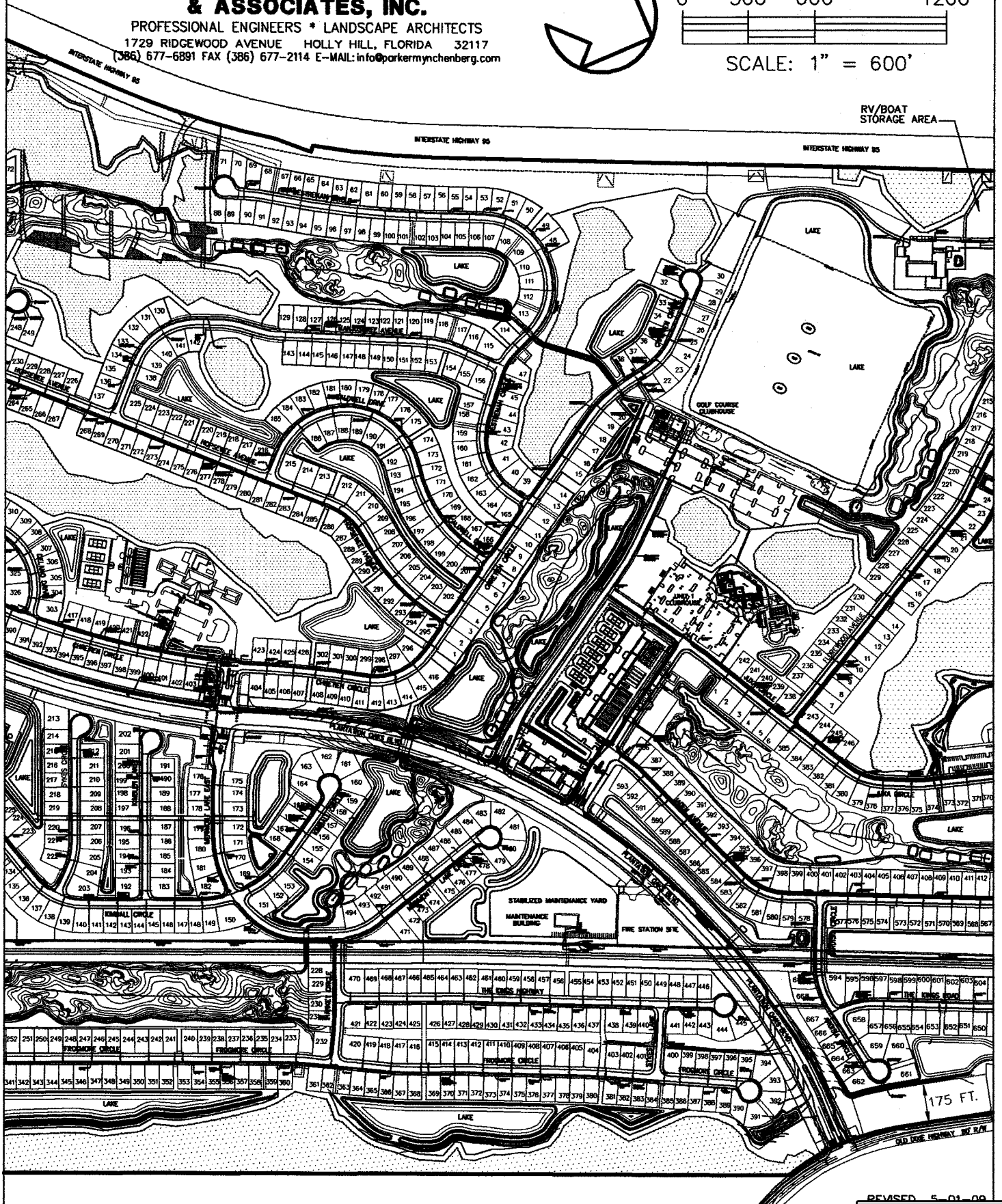


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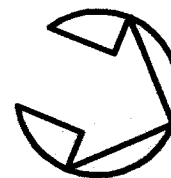
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STORAGE AREA



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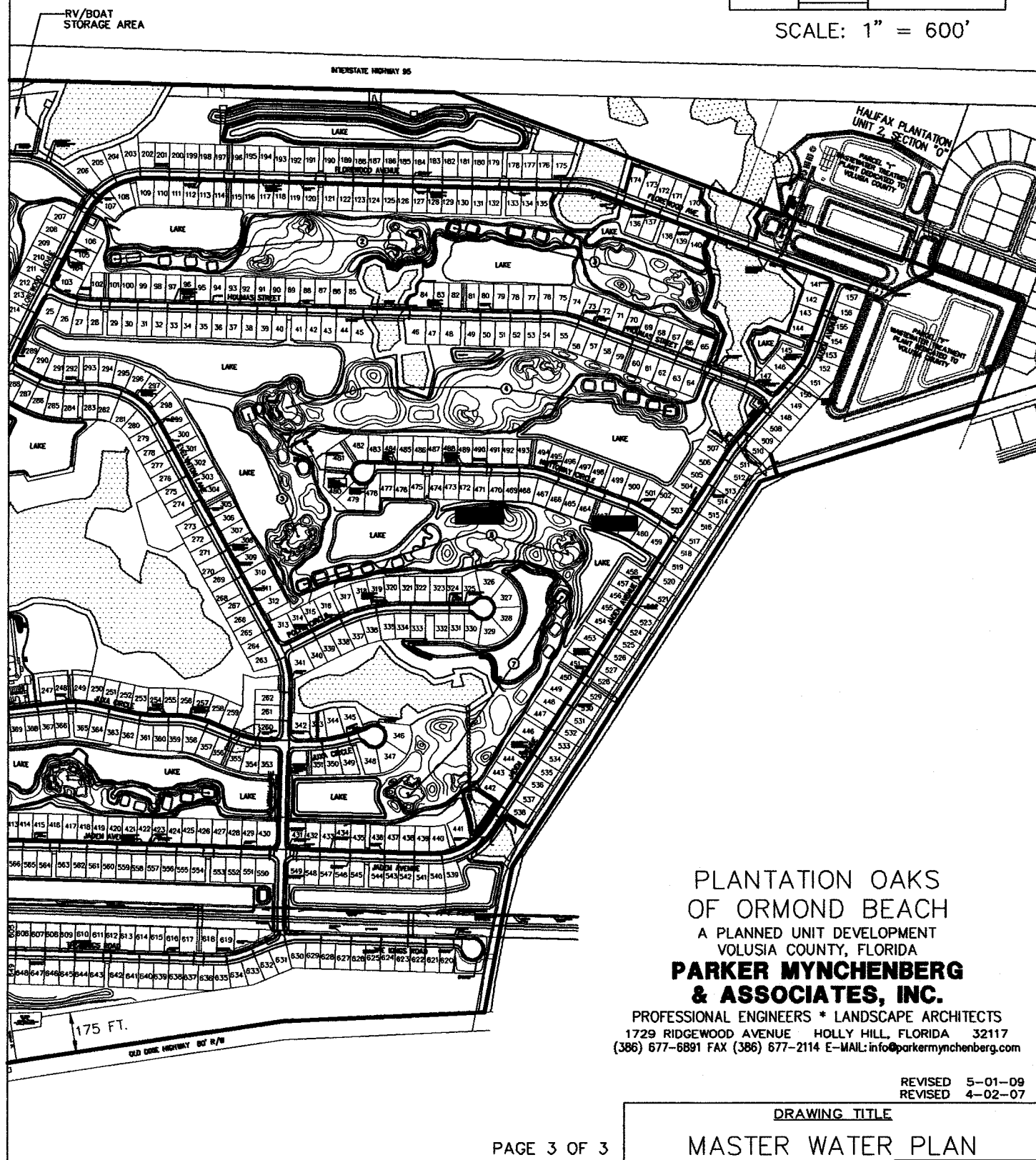
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PLANTATION OAKS OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

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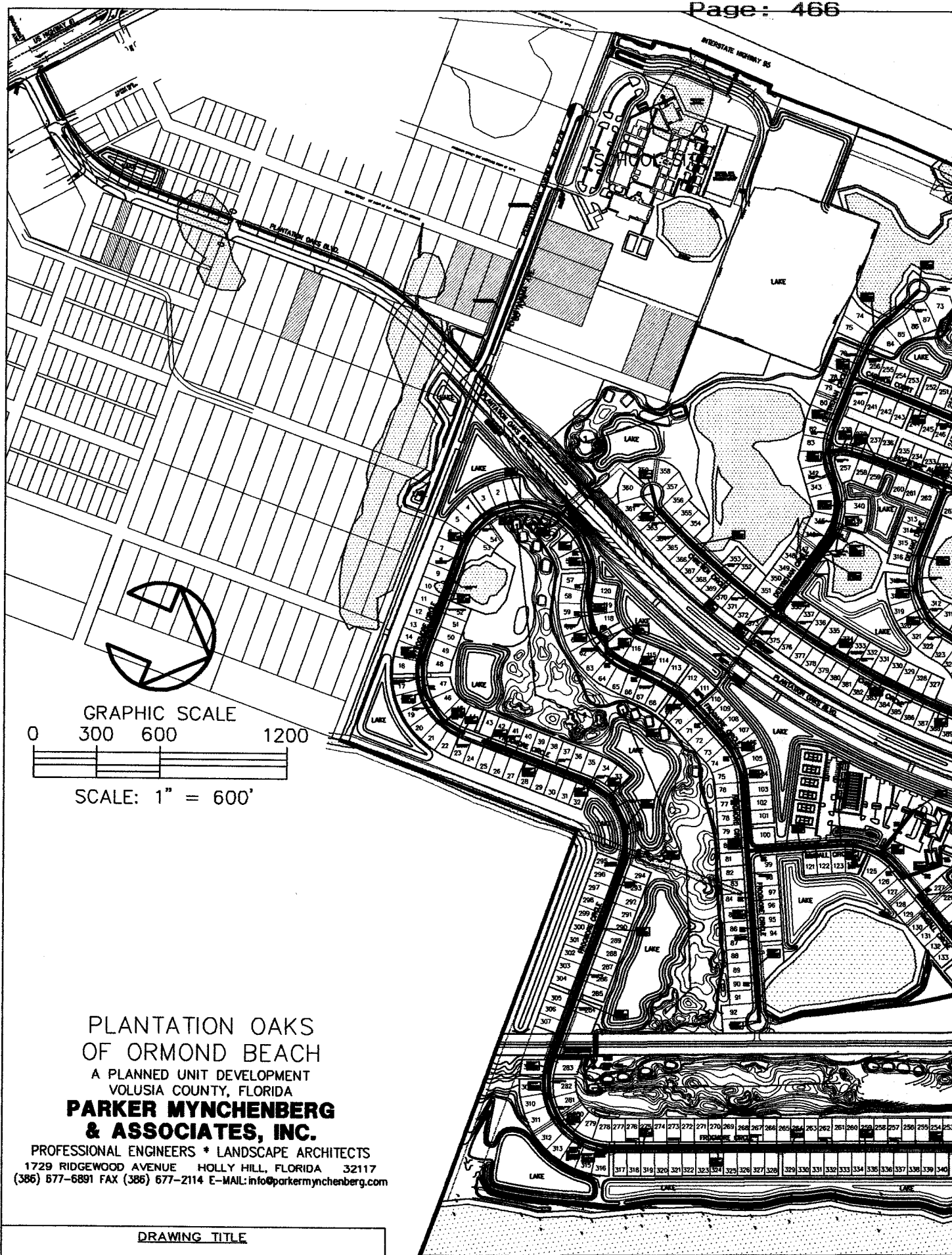
MASTER WATER PLAN

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MASTER SEWER PLAN

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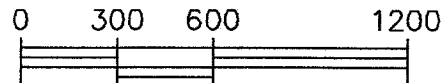
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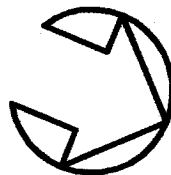
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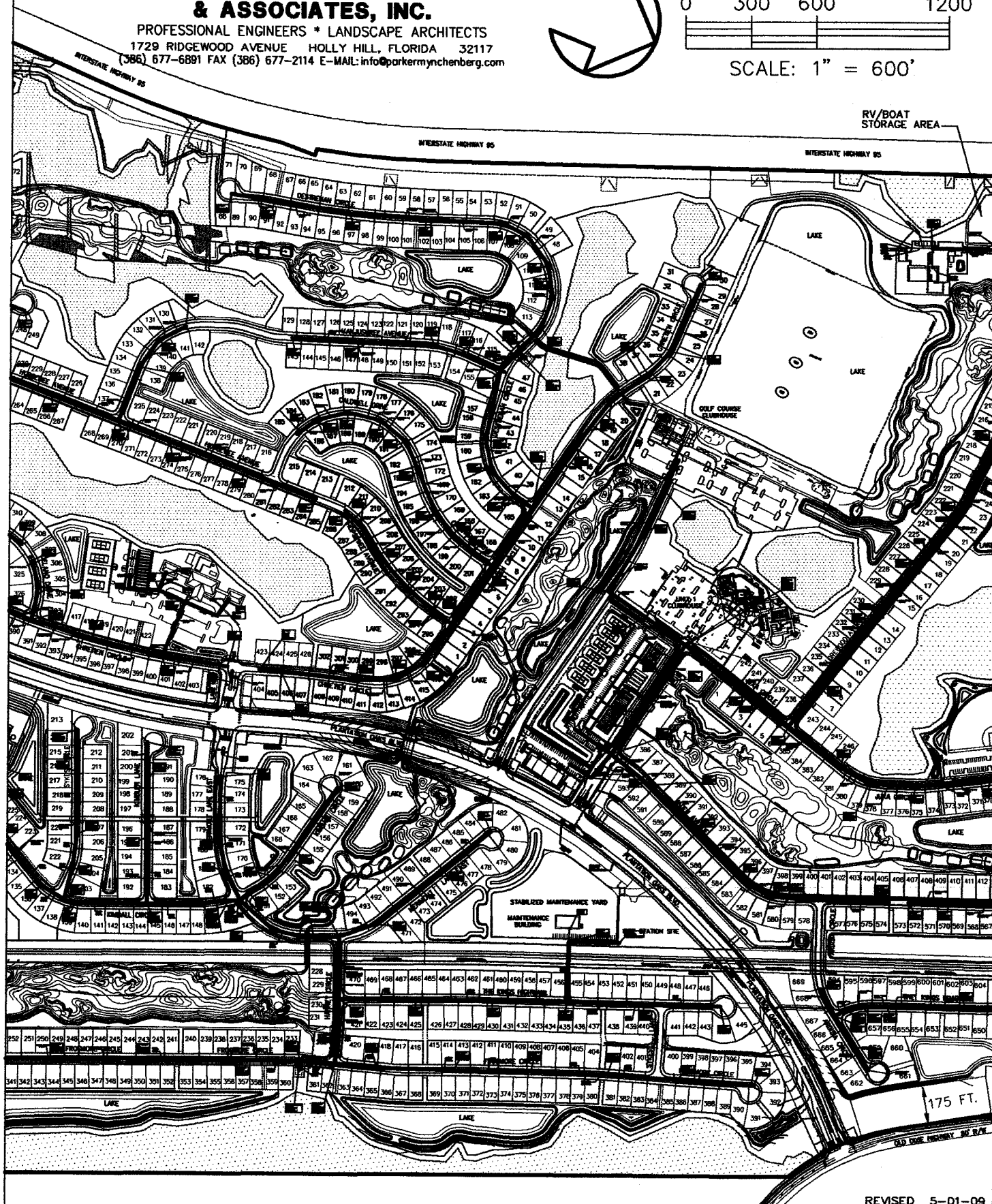
PLANTATION OAKS
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A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

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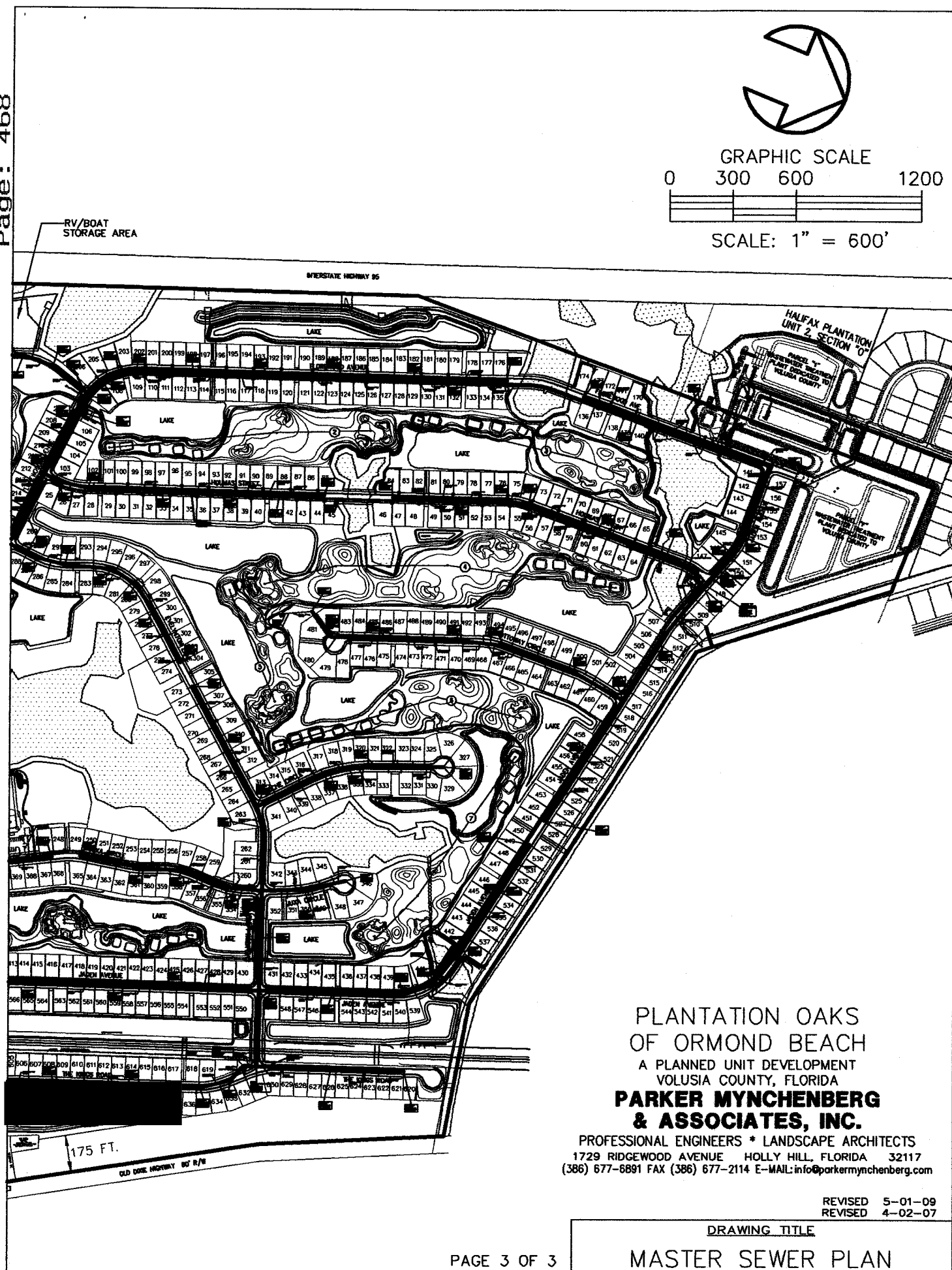
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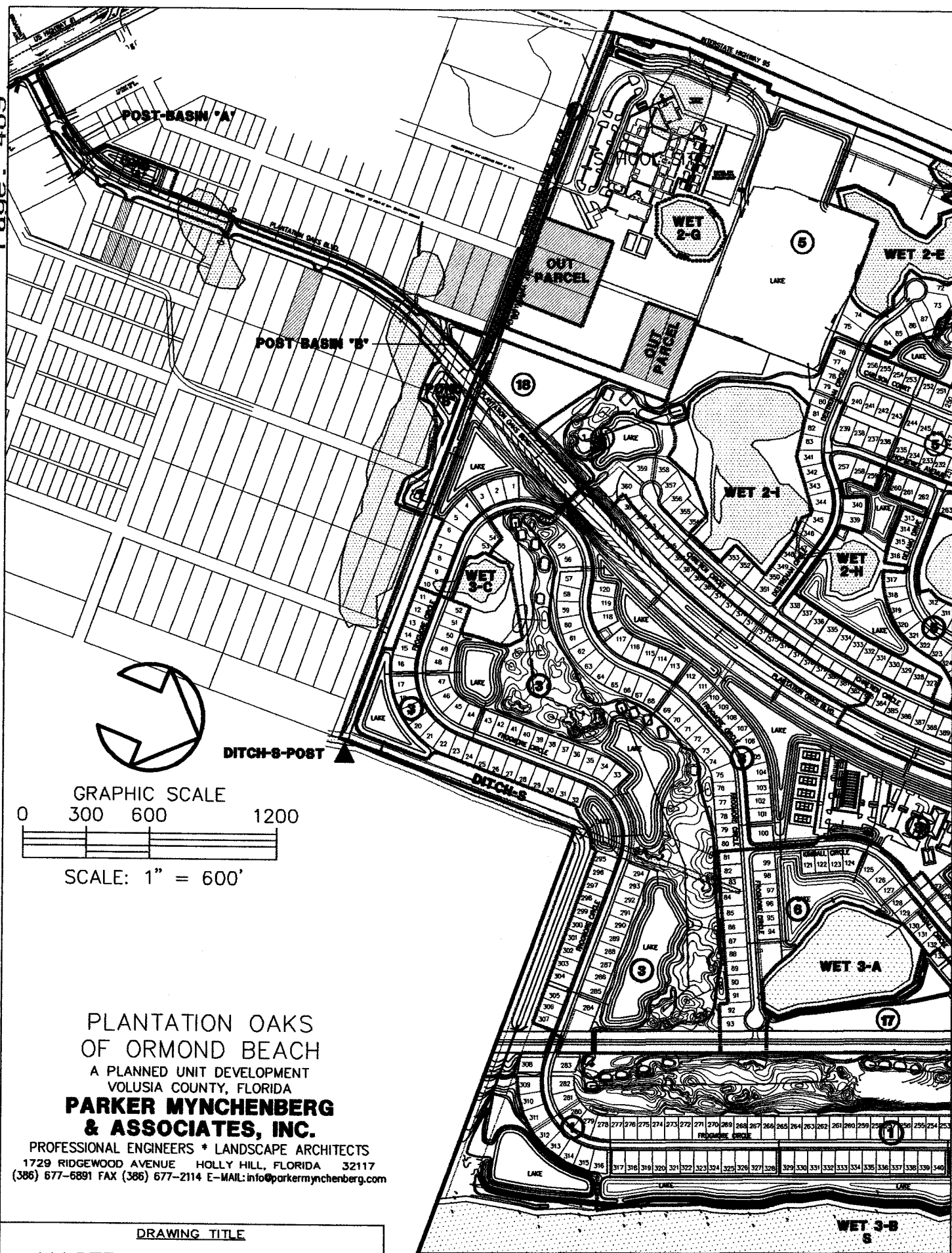
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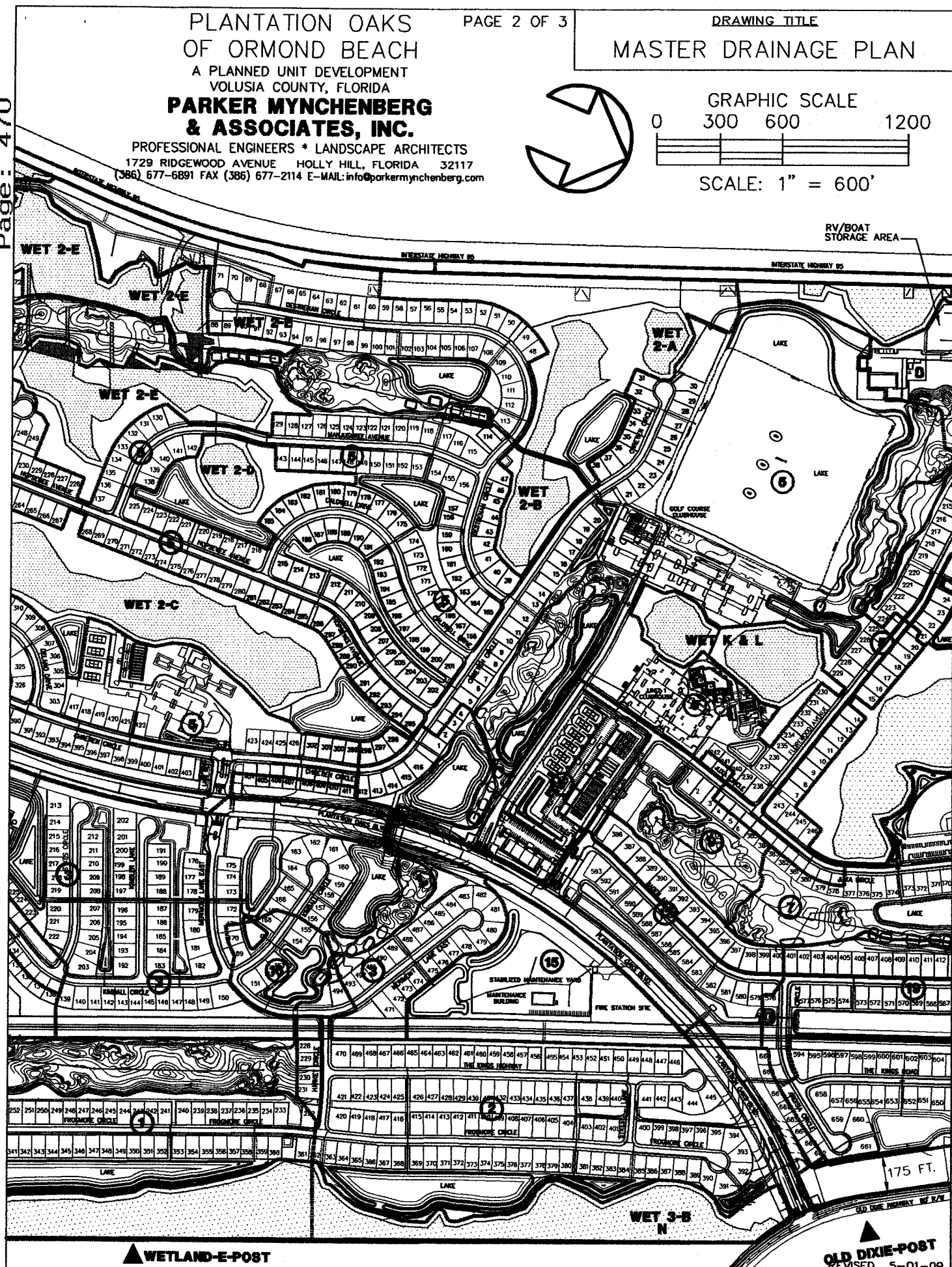
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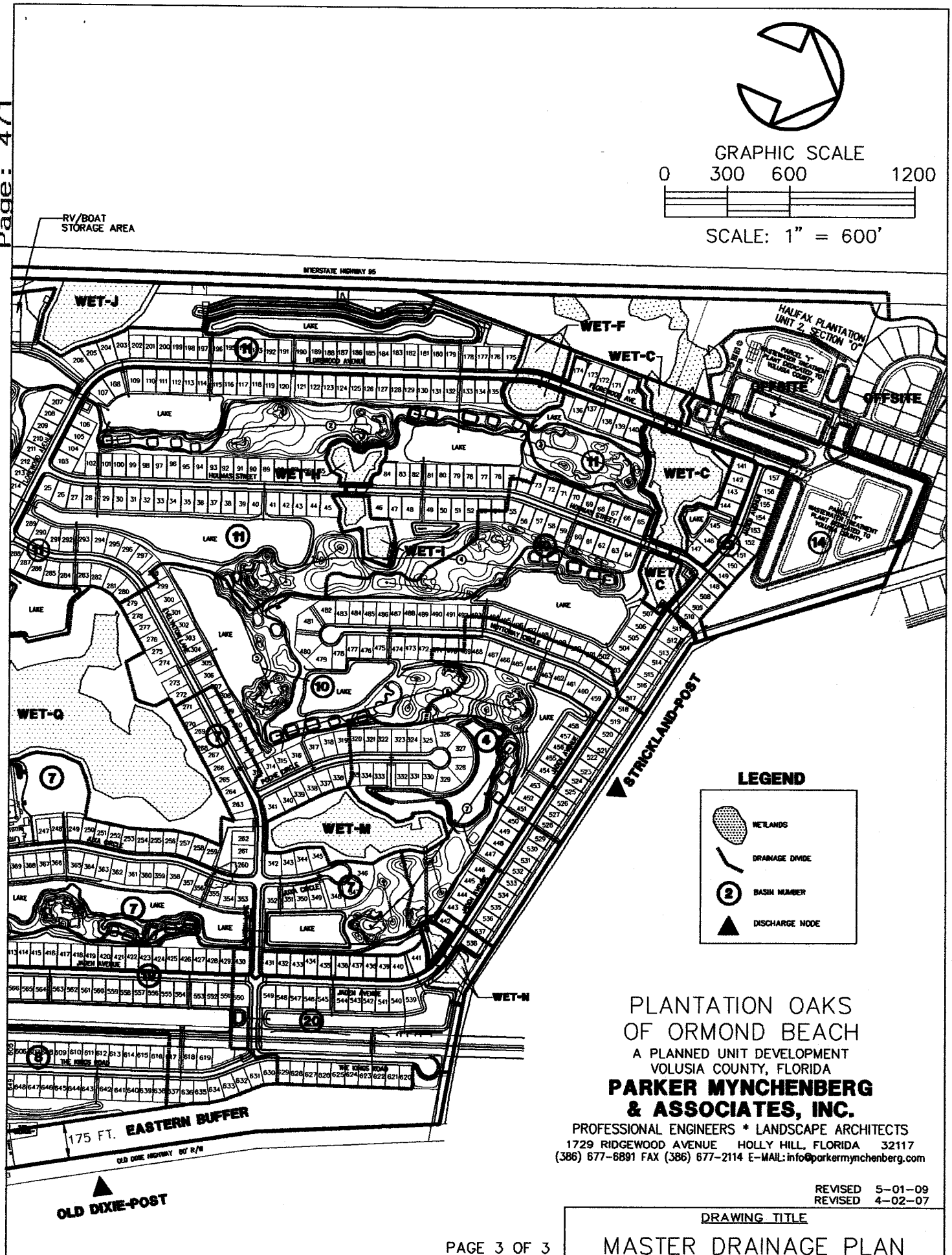
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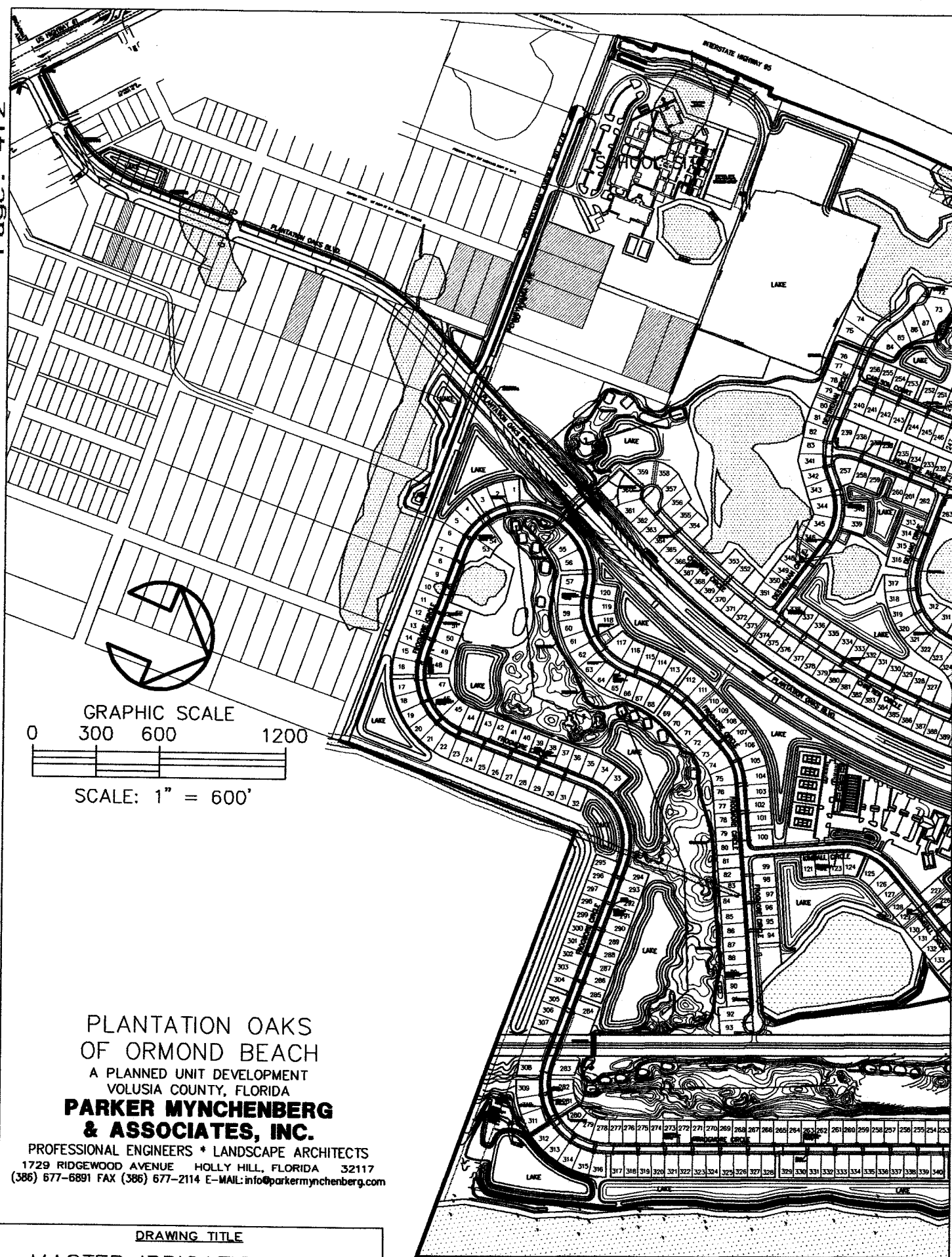


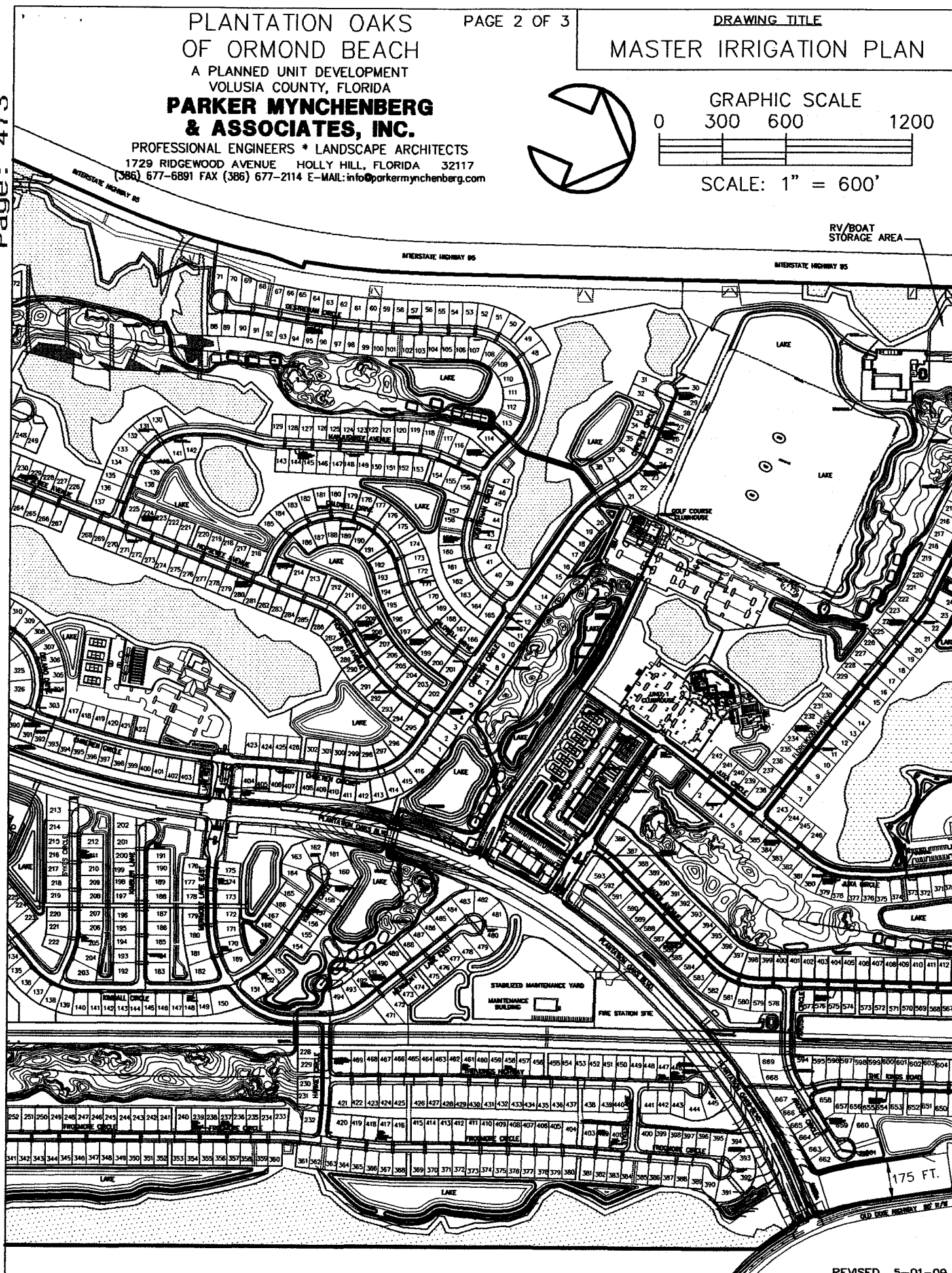
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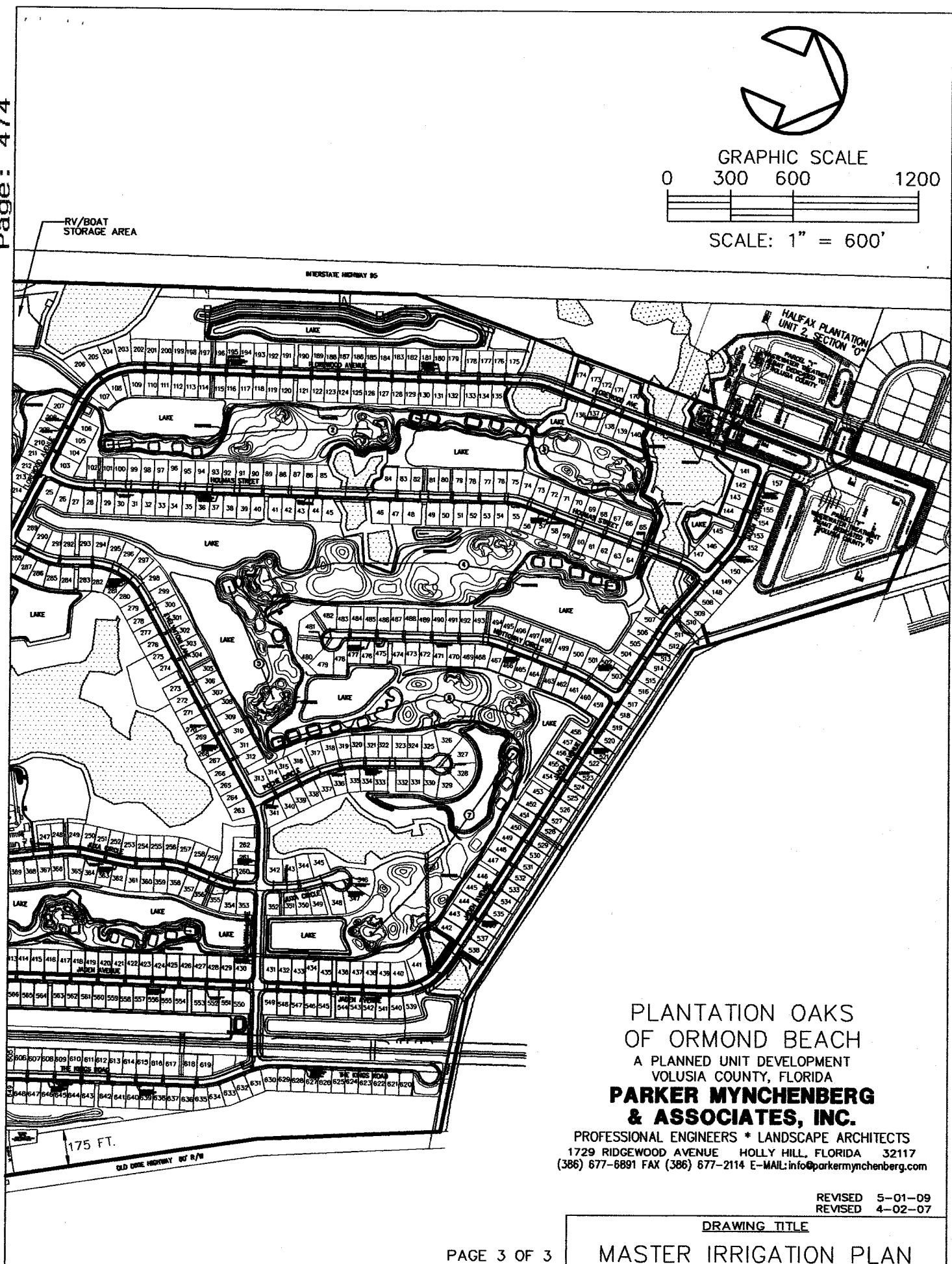
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PLANTATION OAKS
OF ORMOND BEACH
A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA
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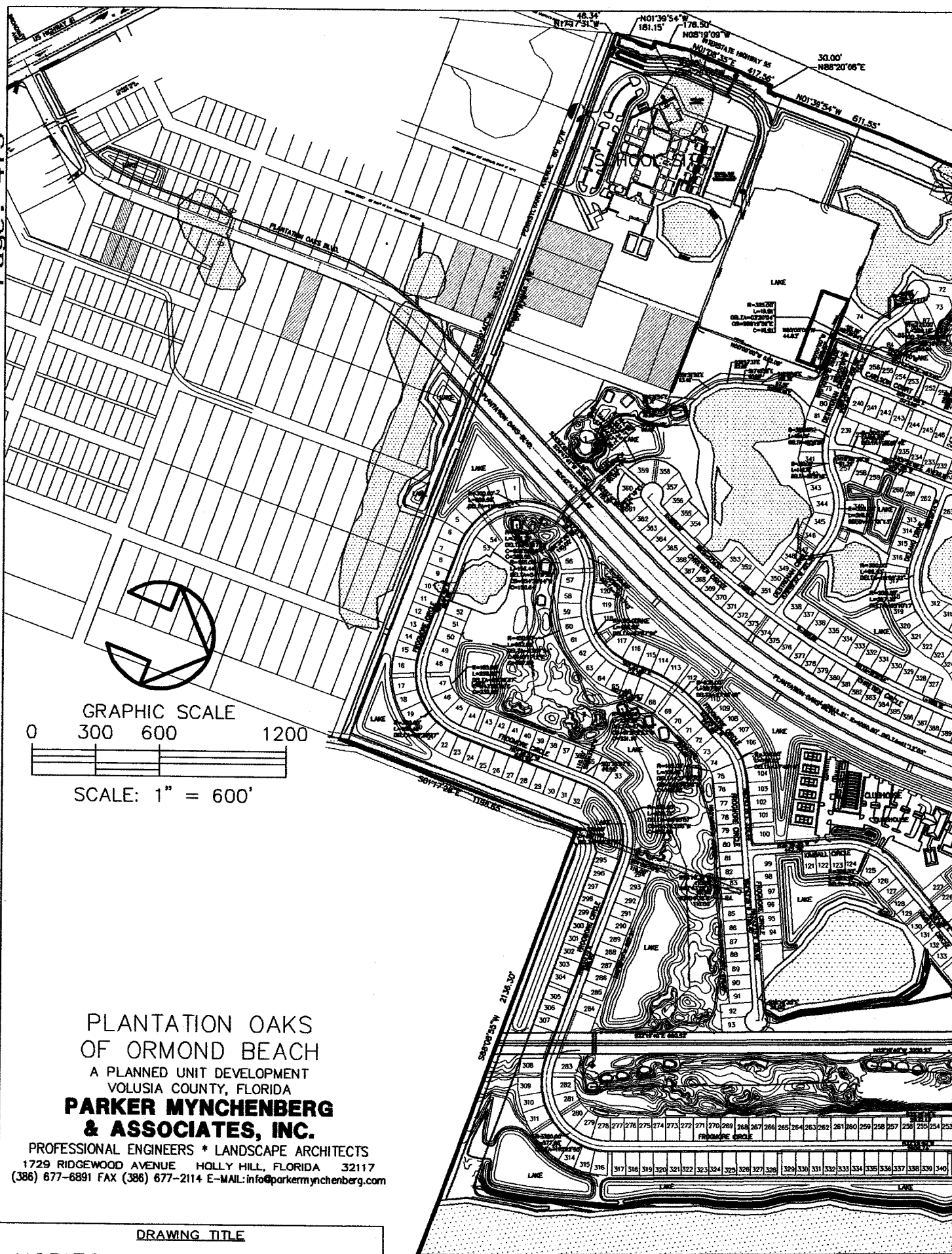
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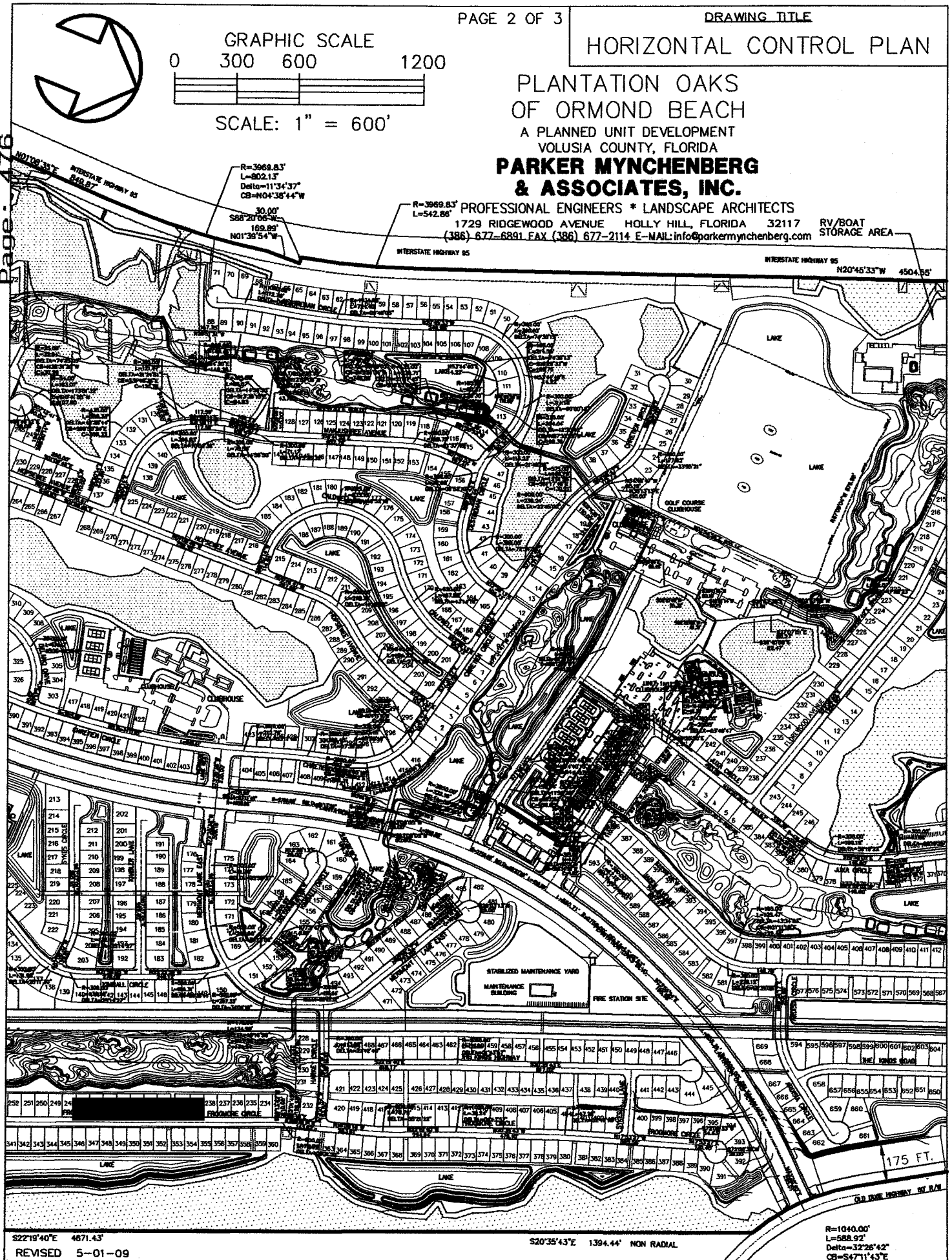
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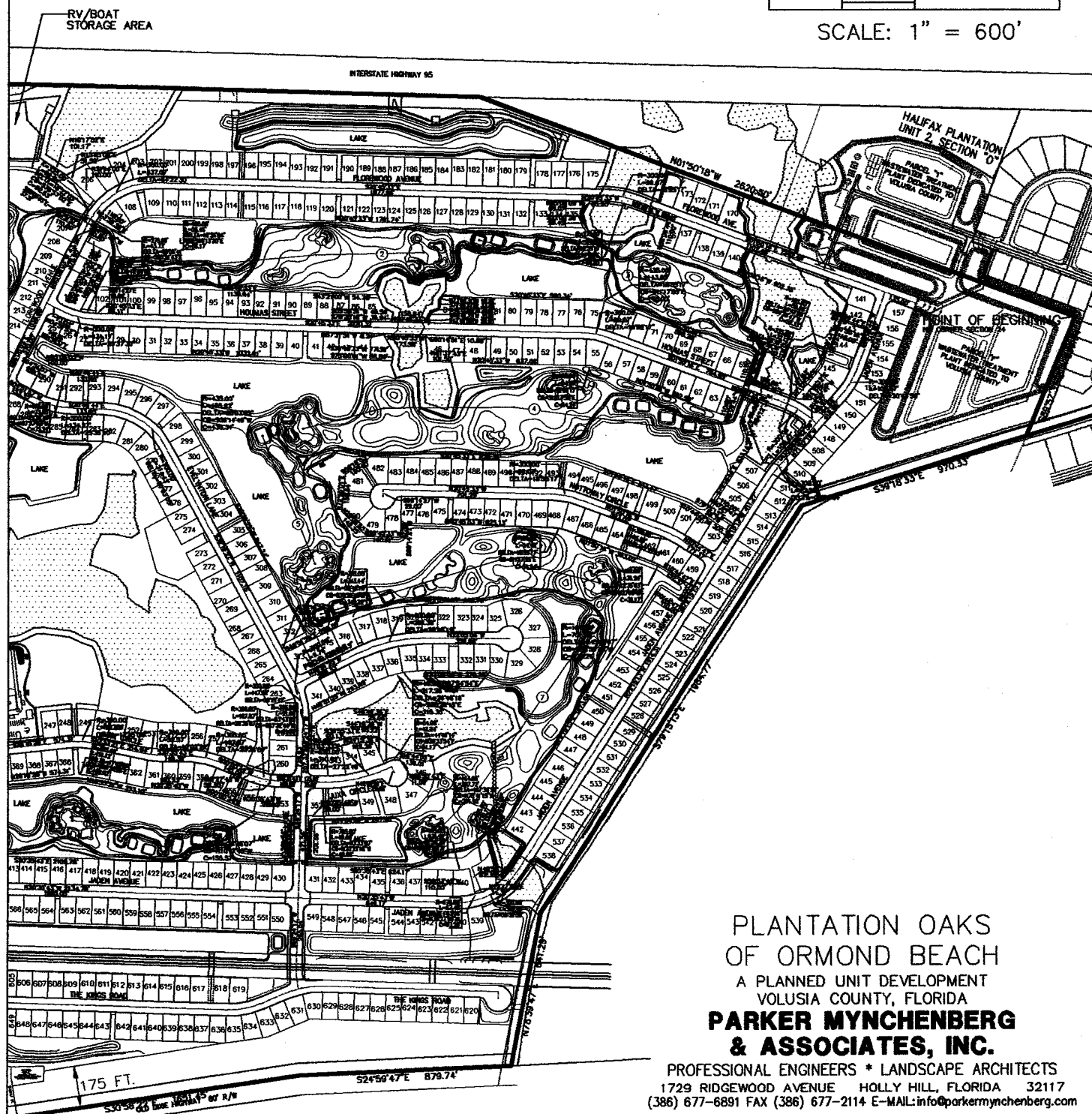
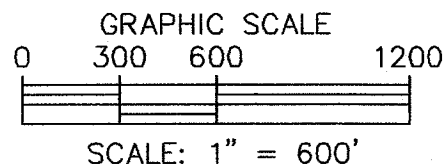
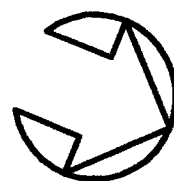
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Diane M. Matousek
Volusia County, Clerk of Court



PLANTATION OAKS
OF ORMOND BEACH
A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA
**PARKER MYNCHENBERG
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PAGE 3 OF 3

HORIZONTAL CONTROL PLAN

SHEET 34 OF 34

Packet Pg. 886

January 19, 2012

**Volusia County
County Council**

Resolution 2012-24

**Book 6674
Pages 2025-2069**

PUD DEVELOPMENT AGREEMENT
IN THE COUNTY COUNCIL OF THE
COUNTY OF VOLUSIA FLORIDA

IN RE: Application #PUD-11-068 for

PLANTATION OAKS OF ORMOND BEACH L.L.C.

RESOLUTION # 2012-24

ORDER AND RESOLUTION
GRANTING RESTATEMENT AND AMENDMENT OF THE
PLANTATION OAKS OF ORMOND BEACH
PLANNED UNIT DEVELOPMENT
(RPUD)

The original application of Plantation Oaks of Ormond Beach, L.L.C., hereinafter, Applicant for rezoning was heard by and before the Volusia County Council, Volusia County, Florida, on November 21, 2002. The original document was executed December 12, 2002, and recorded at Book 4988, Page 140, et seq., in the Public Records of Volusia County, Florida. Subsequent to execution of the original RPUD Agreement, a minor amendment allowing modification of the phasing schedule was approved by the staff on August 18, 2008, and recorded at Book 6268, Page 3768, et. Seg., in the Public Records of Volusia County , Florida. The Owner of the property, which is subject to the original RPUD Agreement and Minor Amendments thereto on October 4, 2011, filed an application to amend the terms of agreement for the Plantation Oaks of Ormond Beach Planned Unit

EXHIBIT "B"
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Page : 2026

8.B.d

Development (RPUD). Based upon the verified Application and other supporting documents, maps, charts, overlays, other evidence and instruments; the advice, report, and recommendations of the Growth and Resource Management Department, Legal, and other Departments and agencies of Volusia County; and the testimony adduced and evidence received at the Public Hearing on this Application by the Planning and Land Development Regulation Commission on December 13, 2011, and otherwise being fully advised, the Volusia County Council does hereby find and determine as follows:

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GENERAL FINDINGS

A. That the application of Plantation Oaks of Ormond Beach L.L.C. was duly and properly filed herein on October 4, 2011, as required by law.

B. That all fees and costs, which are by, law, regulation or Ordinance required to be borne and paid by the Applicant have been paid.

C. That the Applicant is the Owner of a 1,033.75-acre parcel of land which is situated in Volusia County, as previously described in Exhibit "A" to Order and Resolution No. 2002-199, and remains in full force and effect.

D. That the Applicant has held a pre-application meeting as required by Chapter 72, County Code of Ordinances, as amended.

E. That the Applicant has complied with the Due Public Notice requirements of the Chapter 72, County Code of Ordinances, as amended.

F. That the owner of the property agrees with the provisions of the Development Agreement.

FINDINGS REGARDING REZONING

A. That the Applicant has applied for an amendment of Resolution No. 2002-199 Plantation Oaks Planned Unit Development (RPUD) recorded at Book 4988, Page 140, at Book 6100, Page 2016, Book 6268, Page 3768, and at Book 6407, Page 456, in the Public Records of Volusia County, Florida.

B. That the said amendment to the RPUD is consistent with the National Gardens Trust Development of Regional Impact Development Order, the Volusia County Comprehensive Plan ("comprehensive plan"), and the intent and purpose of the Zoning Ordinance of Volusia County, Florida ("zoning code"), as codified in article II of chapter 72, Code of Ordinances, County of Volusia, and does promote the public health, safety, morals, general welfare and orderly growth of the area affected by the rezoning request.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE COUNTY ADMINISTRATION CENTER, COUNTY COUNCIL MEETING ROOM, DELAND, FLORIDA, THIS 19TH DAY OF JANUARY, A.D. 2012, AS FOLLOWS:

C. That the Application of Plantation Oaks of Ormond Beach L.L.C. for the amendment of the Plantation Oaks RPUD Resolution No. 2002-199, is hereby granted.

D. That the zoning classification of the subject parcel will remain RPUD as described in zoning code, as amended.

E. With respect to any conflict between the zoning code and this Order and Resolution, the provisions of this Order and Resolution shall govern. The zoning code shall govern with respect to any matter not covered by this Order and Resolution. The Volusia County zoning enforcement official will ensure compliance with this Order and Resolution.

F. Unless otherwise provided for herein, Division 7 Classifications and Division 8, Supplementary Regulations of the zoning code, as amended, shall apply to the RPUD in the same manner as the R-5 zoning classification for the single family standard and zero lot line villas areas, MH-1 zoning classification for the mobile home areas and the B-2 zoning classification for the non-residential areas.

G. Unless otherwise provided in paragraph E, nothing in this Order and Resolution shall abridge the requirements of the Code of Ordinances, County of Volusia. Timing and review procedures contained in this Order and Resolution may be modified to comply with the Land Development Code of Volusia County, Florida, as codified in article III of chapter 72, Code of Ordinances, County of Volusia ("land development code").

DEVELOPMENT AGREEMENT

A. DEVELOPMENT CONCEPT - The property shall be developed as an RPUD, substantially in accordance with the Master Development Plan. The Master Development Plan shall govern the development of the property as an RPUD and shall regulate the future land use of this parcel. The parcel size is 1033.75 acres. The maximum number of dwellings proposed is 1577 units. The Development concept is based on a three phase Development with each phase divided into sub-phases. Each lot designated on the Preliminary Plan will include a single-family dwelling units and accessory structures. The Development will be an adult community with a minimum of 80% of the residents 55 years or older. Individual lots for single-family homes will be sold to the owner of the single family home. Individual sites for mobile homes will be leased to the owners of mobile homes.

1. **Master Development Plan.** The Master Development Plan shall consist of the Preliminary Plan prepared by Parker Mynchenberg & Associates, Inc., dated July 2, 2002, and revised October 31, 2002, and this Amended and Restated Development Agreement. The Preliminary Plan was previously approved and incorporated as Exhibit "B" in Order and Resolution No. 2002-199 and amendment recorded in OR Book 6407, Page 456, in the Public Records of Volusia County, Florida, and remains in full force and effect by reference. The Master Development Plan was filed and retained for public inspection in the Growth and Resource Management Department and it constitutes a supplement to the Official Zoning Map of Volusia County.

2. Amendments. All amendments of the Master Development Plan, other than those deemed by the Zoning Enforcement Official to be minor amendments, in accordance with section 72-289 of the zoning code, shall require the review and recommendation of the Planning and Land Development Regulation Commission and action by the Volusia County Council in the same manner as a rezoning of the parcel.

3. Subdivision Approval. Some areas of the parcel will be kept in uniform ownership and dedicated to mobile home single-family dwelling units. Other areas of the parcel may be subdivided and dedicated to traditional single-family homes. The areas to be kept in unified ownership shall obtain final site plan approval before development commences. The areas to be subdivided shall be submitted for review and approval in the manner required by Division 2 of the land development code, as amended.

4. Final Plan Approval. Prior to issuance of any permits for construction, including clearing and landfill, a Final Site Plan for the area planned to be developed shall be prepared and submitted for review and approval in the manner required by Division 3 land development code, as amended.

B. UNIFIED OWNERSHIP - The Applicant or his successors shall maintain unified ownership of the subject parcels. Applicant may subdivide a portion of the parcel and shall maintain unified ownership until after issuance of the Final Site Plan Development Order and/or recording of a Final Plat.

C. PHASES OF DEVELOPMENT - Phasing of the project is indicated on Sheet 6 of 34 of Preliminary Plan entitled Preliminary Phasing Plan, attached as Exhibit "B" to Order and Resolution No. 2002-199, and remains in full force and effect by reference. The following is a breakdown of the proposed phases by number of units and construction completion.

PHASE	# UNITS	BEGIN CONSTRUCTION	COMPLETE CONSTRUCTION
1	669	2012	2018
2	414	2015	2021
3	494	2021	2025
TOTAL	1,577		

The above schedule is estimated. The phasing and construction may be accelerated due to market demands or concurrent construction of phases. All land use/improvements assigned to each phase as referenced on the Preliminary Plan, Exhibit "B", to Order and Resolution No. 2002-199 shall be provided.

D. LAND USES WITHIN THE PUD - The development of the parcel shall be consistent with the uses prescribed for each area within the proposed RPUD. The location and size of said land use areas are shown on Sheet 1 of 9 of Preliminary Plan entitled, Preliminary Zoning Plan, Exhibit "B" to Order and Resolution No. 2002-199, and amendment recorded in OR Book 6407, Page 456, in the Public Records of Volusia County, Florida, and remains in full force and effect by reference. The following land uses shall be allowed as permitted principal uses and structures along with their customary accessory uses and structures:

ITEM #	LAND USE	ACREAGE	PERCENTAGE %
1.	SF - Single-Family Standard	604.98	58.52
	a) Single-Family Standard		
	b) Standard or Single-Family Zero Lot Line Villas		
	c) Single-Family Mobile Home		
2.	GC - Golf Course	216.87	20.98
3.	OS - Open Space	18.93	1.83
4.	C - Conservation	126.70	12.26
5.	R - Recreation	27.99	2.71
6.	NC - Neighborhood Commercial	1.30	0.13
7.	US - Utility Service	19.41	1.88
8.	Plantation Oaks Boulevard	17.57	1.70
	TOTAL ^{1,2}	1,033.75	100%

¹Note: Acreages above are approximate.

²Note: Permitted mobile homes shall conform to definition imposed by local law as set forth in this Agreement.

E. DEVELOPMENT STANDARDS.

1. SF - Single-Family Standard, Single-Family Zero Lot Line Villas or Single-Family Mobile Home Dwellings
 - (a) Purpose and Intent - The Single-Family Classification provides for single family dwelling units, including mobile homes, conforming to the terms of this Agreement and selected compatible uses. Compatible uses include RV and boat storage, temporary and

permanent maintenance and service areas, temporary sales offices, construction storage yards, communication and utility services and stormwater management.

(b) Permitted Uses and Structures

(1) Single-Family Dwellings

- a) Single-Family Standard
- b) Single-Family Zero Lot Line Villas
- c) Mobile Homes

(2) RV, Boat and Trailer Storage

(3) Contractors Storage Yard (serving Plantation Oaks Development)

(4) Maintenance Facilities

(5) Temporary Sales Office

(6) Model Center

(7) Recreational Facilities

(8) Entrance Guard Pavilion

(9) Gazebos, Pavilions, Docks, Bleachers, and Decks.

(10) Free Standing Restroom Facilities.

(11) Utility Service Uses and Facilities, including treated sewage storage and disposal according to regulations of the Florida Department of Environmental Protection, access roads, and water treatment and storage facilities.

(12) Excavations for Lakes and Stormwater Management

Facilities serving the Community.

- (13) Service Area may include, but not be limited to irrigation well and pump, temporary storage of setup materials and maintenance equipment.
- (14) Communication systems, cable TV, antenna (maximum height 70 feet), and equipment.
- (15) Temporary Tree Farm/Plant Nursery for development use.
- (16) School Site
- (17) Fire Station
- (c) Developmental Requirements - Single-Family Standard, or Single-Family Zero Lot Line Villas
 - (1) Minimum Lot Area - 5,000 S.F.
 - (2) Minimum Lot Depth 100 feet. Minimum Lot Width 50 feet
 - (3) Minimum yard size (building)
 - i) Front yard - 20 feet
 - ii) Rear yard - 20 feet
 - iii) Side yard - 7.5 feet, 0 feet on one side and 15 feet on the other side for zero lot-line lots
 - iv) Waterfront yard - 20 feet
 - (4) Minimum floor area – 1,000 S.F.
 - (5) Maximum lot coverage - 35%
 - (6) Maximum building height - 35 feet
 - (7) Landscape buffer requirements - Landscaping on the

residential lots will be consistent with the "Typical 65 feet x 110 feet lot, Typical Landscape" on Sheet 25 of 34 of the Preliminary Plan. A 15-foot project perimeter boundary shall include four (4) Group A trees per 100 L.F., four (4) Group B and twelve (12) Group C or D plants per 100 L.F.

- i) Front yard - 10 feet
 - ii) Side yard - 5 feet
 - iii) Rear yard - 10 feet
 - iv) Project perimeter boundary - 15 feet
- (8) Perimeter building setbacks - 20 feet
 - (9) Minimum building separation - 15 feet
 - (10) Off-street parking requirements - Two (2) per dwelling unit, plus any additional spaces required to service additional buildings or structures per section 72-286 of the zoning code as amended.
 - (11) Signage requirements section 72-298 of the zoning code, as amended, except as referenced in this agreement.
 - (12) Six (6) major and four (4) minor project entrance signs are proposed and are indicated on the Preliminary Plan. Size, structure and copy area to be consistent with the Preliminary Plan, Sheet 24 of 34, entitled Signage and Paving Details.
 - (13) Billboards exist onsite adjacent to Interstate 95. The existing billboard locations are to remain, but are considered non-

conforming structures that shall be subject to the requirements of Section 72-206(3) *Nonconforming Structures*, of the zoning code.

(d) Developmental Requirements – Mobile Homes

- (1) Minimum Space Area – 6,500 S.F.
- (2) Minimum Space Depth 100 feet. Minimum Space Width 65 feet
- (3) Minimum yard size (building)
 - i) Front yard – 20 feet
 - ii) Rear yard – 20 feet
 - iii) Side yard – 7.5 feet, 0 feet on one side and 15 feet on the other side for zero lot-line lots
 - iv) Waterfront yard – 20 feet
- (4) Minimum floor area – 1,200 S.F.
- (5) Maximum space coverage – 35% for principal and accessory buildings
- (6) Maximum building height – 35 feet
- (7) Landscape buffer requirements – Landscaping on the residential lots will be consistent with the “Typical 65 feet x 110 feet lot, Typical Landscape” on Sheet 25 of 34 of the Preliminary Plan. A 15-foot project perimeter boundary shall include four (4) Group A trees per 100 L.F., four (4) Group B and twelve (12) Group C or D plants per 100 L.F.

- i) Front yard – 10 feet
 - ii) Side yard – 5 feet
 - iii) Rear yard – 10 feet
 - iv) Project perimeter boundary – 15 feet
- (8) Perimeter building setbacks – 20 feet
- (9) Minimum building separation – 15 feet
- (10) Mobile Home Appearance Standards:
- a) Building design – The front entrance of each residential principal structure shall be oriented towards the front lot line.
 - b) Roof design – Roofs shall be sloped, gable or hip in form.
 - c) Skirting-All mobile homes shall contain skirting with the appearance of brick, stucco, or siding, which complements the exterior façade of the unit.
 - d) Massing and facades – The height, bulk and massing of the residential buildings shall be minimized by utilizing the following techniques:
 - i) Variations in roofline (dormers, cupolas, porches, or balconies);
 - ii) Change in texture and color of wall surfaces;
 - iii) Minimum 4 feet deep and 8 feet wide porch, under roof; and

- iv) Garages, as specified below,
- e) Garages;
 - i) Attached and detached garages shall be consistent with the façade treatment of the principal structure.
 - ii) Garages shall not comprise more than 50 percent of a building's street facing frontage.
 - iii) Garages (attached and detached) shall be set back at least 10 feet behind the front leading edge of the unit.
 - iv) Carports are prohibited.
 - v) Garages shall store a minimum of two automobiles.
- (e) Dimensional Requirements - Compatible Uses
 - (1) Minimum Parcel Size - 0.25 acres
 - (2) Minimum Yard Size
 - i) Front Yard - 20 feet
 - ii) Rear Yard - 20 feet
 - iii) Side yard - Abutting any lot - 10 feet
 - iv) Abutting any street - 20 feet
 - (3) Maximum Building Height
 - i) 35 feet
 - ii) Antennas subject to Federal, State, and other Local Ordinances shall be permitted up to 70 feet in height above ground level.
 - (4) Maximum Lot Coverage

The maximum lot coverage with principal and accessory buildings should not exceed 45%.

2. GC -Golf Course

- (a) Purpose and Intent - The Golf Course classification (GC) provides for the construction of a golf course and golf course customary structures (clubhouse, restaurant, bar, cart barns, restrooms, maintenance facilities, starters shed, gazebos and pavilions and stormwater retention areas as open space).
- (b) Permitted Principal Uses and Structures
 - (1) Golf course, open space, and open space recreational activities and customary accessory uses and structures including clubhouse, restaurant, bar, cart barn, maintenance facilities, restrooms, gazebos, pavilions and starter' s shed.
 - (2) Utility service uses and facilities, including treated sewage effluent storage and disposal, according to the regulations of the Florida Department of Environmental Protection.
 - (3) Excavation for lakes and stormwater management facilities serving the Golf Course area or the community.
 - (4) Restroom Facilities
 - (5) Maintenance Facilities
 - (6) Temporary Tree Farms
 - (7) Irrigation Facilities
 - (8) Construction Equipment

(c) Dimensional Requirements

(1) Minimum Building Setback:

From public streets providing direct access - 50 feet

From private streets, drives, and parking - 15 feet

(2) Maximum Building Height:

The maximum building height, measured from finished grade at the building line to the eaves, shall be as follows:

i) The maximum building height is 35 feet.

ii) Spires, belfries, cupolas, antennas, water tanks, structures customarily required to extend above the roof level, can extend for an additional 20 feet above the maximum building height. Antennas subject to federal, state, and other local ordinances shall be permitted up to 70 feet in height above ground level.

(3) Maximum Lot Coverage - The total lot area covered with buildings and accessory uses shall not exceed 5 % for all uses.

(d) Off-Street Parking and Loading Requirements - Per section 72-286 of the zoning code, as amended.

(e) Landscape Buffers - Landscape Buffers are not required.

(f) Final Site Plan - A Final Site Plan approval procedure shall be required in accordance with the land development code, as amended.

(g) Types of Signs Permitted - The following signs shall be permitted and shall comply with section 72-298, of the zoning code.

- (1) Ground Signs
- (2) Project Signs
- (3) Temporary Signs
- (4) Wall Signs

3. OS - Open Space

(a) Purpose and Intent - The OS classification provides for areas throughout the Plantation Oaks of Ormond Beach L.L.C. Community to maintain open space. Open Space consists of lakes and ponds, vegetated and generally dry retention areas, vegetated buffers, vegetated strips adjacent to street ROWs, SJRWMD jurisdictional areas, lake and ribbon pond edges and access ways, and easements have been set aside for passive and active recreation and wildlife habitat, both aquatic and uplands. All property not otherwise classified or within street ROWs shall be considered as being in the Open Space classification.

(b) Permitted Principal Uses

- (1) Passive recreation, non-motorized activities, trails, boat launching facilities, boat docks, and access roads.
- (2) Utility service uses and facilities, including treated sewage effluent storage and disposal according to regulations of the Florida Department of Environmental Protection, access

roads, and water treatment or storage facilities.

- (3) Excavation for lakes and stormwater management facilities serving the golf course community.
 - (4) Temporary plant nursery and tree farm, but shall be removed and the area landscaped when the project is substantially completed.
 - (5) Signs, including directional and informational signs, entrance signs and community signs.
 - (6) Accessory uses to the permitted principal uses.
- (c) Maintenance - Plantation Oaks of Ormond Beach, L.L.C. will be responsible for the maintenance and upkeep of the (OS) Open Space areas, including landscape buffers, natural areas, retention ponds, etc. except those dedicated or deeded to Volusia County or other successor government unit. Such maintenance may include supplemental landscaping, underbrushing, removal of trees, which have deteriorated, thinning of trees under the protected size, for forest and habitat management, and construction of fire-breaks.
- (d) Trees - A fifty-foot (50 ft.) wide (OS) open space corridor is proposed onsite adjacent to both sides of proposed Plantation Oaks Boulevard, and adjacent to Old Dixie Highway and I-95. Landscape requirements adjacent to Plantation Oaks Boulevard on both sides are four (4) Group A trees per 100 L.F., four (4) Group B trees and eighteen (18) Group C or D plants per 100 L.F. Palms may be

substituted for fifty (50) percent of the required four (4) Group A trees per 100 L.F. Open space corridors adjacent to Old Dixie Highway and I-95 shall consist of existing natural vegetation.

4. C - Conservation

- (a) Purpose and Intent - This classification is intended to provide protection for existing onsite wetlands and upland buffers. It is further intended to protect and preserve the natural environment of selected areas such as submerged grassy areas, coastal marshes, mangrove areas, estuaries and other important habitats; marine life and wildfowl; significant fresh water swamps and natural cypress and sawgrass areas that act as water retention areas; fishing, hunting and wildlife areas and any other unusual or unique feature or areas.
- (b) Permitted Principal Uses and Structures - Coastal marshes, Mangrove Areas and Estuaries Fishing, Hunting and Wildlife Management Areas Nature Trails
- (c) Dimensional Requirements - None
- (d) Off-Street Parking and Loading Requirements - None
- (e) Types of Signs Permitted
 - (1) Permanent Wetland or Upland Buffer Information Signage

5. R - Recreation

- (a) Purpose and Intent - The Recreation (R) Classification encourages the development of a full range of sport, active and passive uses.

(b) Permitted Principal Uses and Structures

- (1) Golf course, sport, and recreational facilities.
- (2) Commercial uses related to golf courses, sports, and recreational activities and ancillary uses, such as public and private golf clubs, restaurants-types A and B, retail specialty sales shops, professional and personal services, exercise and health spas, swim clubs, support and maintenance facilities, gazebos, pavilions and sports facilities and clubs with indoor and outdoor facilities, including spectator facilities for activities such as racquet ball, squash, shuffleboard, bocci, horseshoes, softball, tennis, handball, and basketball.
- (3) Customary accessory uses and structures to the permitted uses.
- (4) Essential utility service uses and facilities.
- (5) Real estate office and sales centers, until the Plantation Oaks of Ormond Beach L.L.C. Community Development Plan is 95% completed and occupied. The office or sales center may be converted to other permitted uses or be a temporary structure that would be removed.
- (6) Excavation for lakes and stormwater management facilities serving the R area or the community.
- (7) Multiple buildings and facilities on a single lot provided a final site plan is approved.

(c) Dimensional Requirements

(1) Minimum Project Size - For any permitted use or combination of permitted uses and structures, the parcel size shall not be less than 1 acre.

(2) Minimum Building Setback:

- i) From the ROW of a public street 50feet
- ii) From private streets, drives, and parking 15feet
- iii) From other zoning classifications 20feet

(3) Minimum Building Separation - The distance between the front and rear of principal buildings shall be a minimum of 25 feet, and the distance between any other combination of principal building arrangements shall be a minimum of 25 feet.

(4) Maximum Building Height - The maximum building height, measured from finished grade at the building line to the eaves, shall be as follows:

- i) The maximum building height of commercial and recreational uses is 45 feet.
- ii) The maximum building height of lodge uses is 45 feet.
- iii) The maximum building height of clubhouse use is 55 feet.
- iv) The maximum building height of accessory uses is 25 feet.

- v) Spires, belfries, cupolas, antennas, water tanks, ventilators chimneys or other similar accessory structures customarily required to extend above the roof level, can extend for an additional 20 feet above the maximum building height prescribed for the classification in which they are located. Antennas subject to federal, state, and other local ordinances shall be permitted up to 70 feet in height above ground level.
- (5) Maximum Lot Coverage - The total lot area covered with principle and accessory buildings shall not exceed 45% for all commercial and recreational uses.
- (6) Maximum Impervious Surfaces - The total lot impervious surface shall not exceed 80%.
- (d) Off-street Parking and Loading Requirements
 - (1) Dimensional Requirements - Off-street Parking and Loading Dimensional Requirements shall be governed by section 72-618 of the land development code, as amended.
 - (2) Number of Required Spaces - Off-street parking and loading requirements shall be governed by section 72-286 of the zoning code, as amended.
 - (3) Parking and Storage of Vehicles or Watercraft - Parking and Storage of Vehicles or Watercraft shall be governed by

section 72-287 of the zoning code, as amended.

(4) Special Parking Areas - Mobile Recreational Shelters -
Special Parking Areas shall be governed by Section 72-287(b) of the zoning code, as amended.

(5) Residential Parking - Residential Parking shall be governed by Section 72-287(e) of the zoning code, as amended.

(e) Landscape Buffer - The lot perimeter buffer shall be a minimum of twenty feet (20 ft.) and include: four (4) Group A trees per 100 L.F., four (4) Group B and eighteen (18) Group C or D plants per 100 L.F. No additional landscape buffer is required where (R) zoning abuts (OS) zoning.

6. NC - NEIGHBORHOOD COMMERCIAL

(a) Purpose and Intent - The NC classification provides initially, a site for sales and administrative offices for Plantation Oaks of Ormond L.L.C. After development, the site may be used for limited commercial convenience shopping, retail, service and medical facilities and customary accessory uses and structures serving residential neighborhoods.

(b) Permitted Principal Uses and Structures

- (1) Retail bakeries and confectionery (including preparation of products for sale on the premises).
- (2) Barber shops, beauty shops, shoe repair shops, and similar personal service stores.

- (3) Book, stationery, newsstands, pharmacies, hardware and similar retail convenience stores.
- (4) Convenience or General Stores, offering a full range of grocery, delicatessen, and house wares, with or without gasoline pumps, (excluding the sale of distilled spirits with a higher alcoholic content than malt beverages or fermented wines).
- (5) Type A and B restaurants.
- (6) Professional, financial, administrative, and medical offices.
- (7) Laundry and dry cleaning pickup stations and self-service establishments.
- (8) Child care centers, private schools, and Houses of Worship.
- (9) Essential utility service uses and facilities.
- (10) Excavation for lakes and stormwater management facilities serving the golf course or NC area.
- (11) Customary accessory uses and structures to the permitted uses.

(c) Dimensional Requirements

- (1) Maximum Parcel Size: 1.3 acres
- (2) Minimum Building Setback:
 - Front Yard 25 feet
 - Rear Yard 20 feet

Side Yard

Abutting any lot: 10 feet

Abutting public street R/W 25

feet, private road R/W 20 feet.

(3) Maximum Building Height - The maximum building height, measured from finished grade at the building line to the eaves, shall be as follows:

- i) The maximum building height of principal uses is 35 feet.
- ii) The maximum building height of accessory uses is 15 feet.
- iii) The maximum building height of Churches and Houses of Worship is 55 feet.
- iv) Spires, belfries, cupolas, antennas, water tanks, ventilators, chimneys of other similar accessory structures customarily required to extend above the roof level, can extend for an additional 20 feet above the maximum building height prescribed for the classification in which they are located. Antennas subject to federal, state and other local ordinances shall be permitted up to 70 feet in height above ground level.

(4) Maximum Lot Coverage - The total lot area covered with principal and accessory buildings shall not exceed 45%.

- (5) Maximum Impervious Surface - The total lot impervious surface shall not exceed 80%.
- (d) Off-street Parking and Loading Requirements - Off-street parking and loading requirements shall be provided in accordance with section 72-286 of the zoning code, as amended.
- (e) Landscape Buffer - The lot perimeter landscape buffer is to be a minimum of twenty (20 ft.) feet and include: four (4) Group A trees per 100 L.F., four (4) Group B and eighteen (18) Group C or D plants per 100 L.F. Palms may be substituted for twenty-five (25%) percent of the required four (4) Group A trees per 100 L.F. Additional perimeter landscape buffer is not required where (NC) site abuts (OS) zoning category.
- (f) Final Site Plan - A Final Site Plan approval procedure per the land development code, as amended, shall be required for each lot to be developed.
- (g) Types of Signs Permitted - The following signs shall be permitted and shall comply with section 72-298 of the zoning code, as amended, regarding of size and location:
 - (1) Ground Signs
 - (2) Project Signs
 - (3) Temporary Signs
 - (4) Marquee Signs
 - (5) Wall Signs

7. US - UTILITY SERVICE AREA

- (a) Purpose and Intent - The Utility Service Area (US) provides a secure and buffered area for power line overhead transmission line, utility treatment plants, maintenance facilities, public and private utility transmission lines and mains and similar uses.
- (b) Permitted Principal Uses and Structures
 - (1) Sanitary treatment plants, effluent holding facilities, effluent pumping facilities, percolation beds, and sludge drying facilities, including customary accessory uses and structures required to operate and maintain the facilities.
 - (2) Water treatment plants, water storage tanks, and water pumping facilities, including customary accessory uses and structures required to operate and maintain the facilities.
 - (3) Buildings, grounds and street maintenance facilities, including storage yards for material and equipment and repair facilities, including customary accessory uses and structures.
 - (4) Excavation for stormwater management facilities serving the golf course area or US area, and for other grading required to visually screen the utilities facilities.
 - (5) Tree farm.
 - (6) Overhead utilities.
 - (7) Underground utilities.
 - (8) Communication systems.

- (9) Maintenance Access
- (10) Walking or jogging trails.
- (c) Dimensional Requirements
 - (1) Minimum Building and Structure Setback - No building or structure shall be located within twenty-five (25) feet of the ROW of a public and 10 feet of a private street or drive. No building or structure shall be located within thirty (30) feet of a residential parcel. Setbacks from (OS) and (GC) zonings and power line easement are not required. Setbacks between multiple buildings or facilities are not required.
 - (2) Maximum Building and Structure Height - The maximum building height, measured from finished grade at the building line to the eaves, shall be as follows:
 - i) The maximum building height of principal uses is 45 feet.
 - ii) The maximum building height of accessory uses is the same as the principal uses.
 - iii) Spires, belfries, cupolas, antennas, water tanks, ventilators, chimneys or other similar accessory structures customarily required to extend above the road level, can extend for an additional 20 feet above the maximum building height of the principle use. Antennas subject to federal, state, and other local

ordinances shall be permitted up to 70 feet in height
above ground level.

- (3) Maximum Lot Coverage - Not applicable.
- (d) Off-Street Parking and Loading Requirements - Per section 72-286 of the zoning code, as amended.
- (e) Access - The utility service areas may be accessed by a private street and do not have to abut or have direct access to a public street.
- (f) Landscape Buffer - A ten foot (10 ft.) wide landscape buffer is required wherever structures or parking occurs. The landscape buffer shall contain a minimum of four (4) Group A trees per 100 L.F., four (4) Group B trees and eighteen (18) Group C or D plants per 100 L.F. Palms may be substituted for twenty-five (25%) percent of the required four (4) Group A trees per 100 L.F.
- (g) Final Site Plan - A Final Site Plan approval procedure shall be required.
- (h) Types of Signs Permitted - The following signs shall be permitted and shall comply with section 72-298 of the zoning code, as amended, regarding size and location:
 - (1) Ground Signs
 - (2) Project Signs
 - (3) Temporary Signs
 - (4) Wall Signs

- (i) Landscaping Requirements - No additional landscaping is required.

F. ENVIRONMENTAL CONSIDERATIONS - The project site area is 1,033.75 acres. An environmental assessment was prepared by Lotspeich & Associates, Inc. The site contains approximately 99.81 acres of jurisdictional wetlands. The proposed development will impact 1.39 acres of wetlands within the development, 0.57 acres of wetlands, will also be impacted outside of the development by the construction of the extension of Plantation Oaks Boulevard.

Mitigation for the onsite and offsite wetland impact will be mitigated onsite by enhancement of the existing wetlands and creation of a recorded conservation easement over the onsite wetland, and upland buffers onsite totaling 126.24 acres. The total acres of wetlands in the conservation easement is approximately 98.42 acres. The total acreage of uplands in the conservation easement is 27.82 acres. The onsite wetlands are to be verified by the St. Johns River Water Management District. Permits for proposed wetland impacts will be obtained from the St. Johns River Water Management District and Volusia County prior to construction.

Additionally, a report has been prepared by Southarc, Inc., the historical/archaeological consultant. A review of the site revealed one area in the proposed right-of-way of Plantation Oaks Boulevard, near the intersection of Old Dixie Highway, that was an old foundation and chimney, and has some historical value. A median is proposed in Plantation Oaks Boulevard at this location to preserve the chimney feature. The Developer further engaged Southarc, Inc., to complete Phase II of the assessment, which included studying the onsite residence and Old Kings Road. The report indicates the rest

of the project does not have any historical or archaeological significance. The status of the Old Kings Road right-of-way will be reviewed during the development review process.

G. SEWAGE DISPOSAL, POTABLE WATER, AND SITE IRRIGATION - The project site shall be served by Volusia County Utilities in accordance with the comprehensive plan, the land development code, and State of Florida Administrative Code 64E-6 and 64E-8.

The onsite sewage collection system, water distribution system and effluent reuse system for golf course irrigation will be designed in accordance with Volusia County specifications, and will be owned and operated by Volusia County. Reuse disposal will be required on the golf course with the (OS) zoning designation. Reuse will be required to irrigate lots or roadways. Dry lines or reuse mains may be required in the Development. A temporary septic system may be utilized for sewage disposal for the golf course, golf and park maintenance facilities, and restrooms until central utility to that phase is available.

Site irrigation will consist of two (2) separate irrigation systems. One system will irrigate the golf course and golf facilities. The system will be designed to draft irrigation from the onsite lake and ribbon pond and will be designed to accept effluent reuse as it becomes available.

The second system will service all landscaped areas outside of the golf course, including but not limited to, public and private road rights-of-ways, single-family home lots, mobile home spaces, recreation and neighborhood commercial zoning areas. These areas will be irrigated primarily by wells and in accordance with the approved St. Johns River Water Management District Consumptive Use Permit. All irrigation mains will

be purple and meet Volusia County requirements for effluent reuse so, in the future, if reuse is available in excess of the golf course demands, the irrigation mains will be plumbed to convert to reuse in the future.

H. STORMWATER DRAINAGE - Provision for stormwater retention shall be in accordance with the land development code, as amended, and Resolution No. 86-192.

I. ACCESS AND TRANSPORTATION SYSTEM IMPROVEMENTS - All access and transportation system improvements shall be provided in accordance with the Land Development Code, as amended. The parcel shall be developed in substantial accordance with the following access and transportation system improvements.

1. Access. As part of the Phase 1 construction, Broadway Avenue, a 100 foot wide dedicated County road will be constructed from U.S. 1 to Old Dixie Highway per the Preliminary Development Plan. The 100-foot right-of-way will be renamed to Plantation Oaks Boulevard. A traffic study has been prepared by Traffic, Planning & Design, Inc. The number of driveways onsite proposed to intersect the Plantation Oaks Boulevard extension is as follows:

- (a) Entrance to school site.
- (b) Entrance to Phase 2.
- (c) Entrance to Phase 3.
- (d) Entrance to golf course clubhouse.
- (e) Entrance to Phase 1 development.
- (f) Entrance to power line and to the maintenance area.

- (g) Fire Station site
- (h) Other required emergency access points.

No other connections to U.S. 1, Old Dixie Highway, or the proposed Plantation Oaks Boulevard extension onsite are proposed. Plantation Oaks Boulevard will be designed and posted at a 45 mph design speed with the exception of the first curve east of U.S. 1, which will be designed and posted at a 35 mph design speed.

2. Transportation System Improvements. The transportation improvements to the Plantation Oaks Boulevard extension will consist of a minimum of two twelve foot travel lanes with an integral six-foot wide, paved bike path along the easterly side of the pavement improvements. The roadway will include Type F Curb on both sides of the street. In areas as indicated on the Preliminary Development Plan, within the 100-foot right-of-way, there is an eleven-foot wide landscape median, which is proposed. In these areas, the pavement width will be fourteen feet for northbound and southbound lanes. The northbound lane will include an additional six-foot paved bike path. The median and edge of pavement will include Type F curbing. Additionally proposed on the west side of Plantation Oaks Boulevard, for its entire length, is a six-foot wide concrete sidewalk.

Turn lanes will be provided as indicated on the Preliminary Development Plan at the golf clubhouse entrance and Phase 1, 2 and 3 entrances. The turn lanes will be designed to Volusia County and FDOT specifications, based on a 45 mph design speed.

A left hand turn lane and right hand turn lane are proposed at the intersection of Old Dixie Highway and Plantation Oaks Boulevard. The turn lanes will be

designed in accordance with Volusia County specifications. Right and left turn lane requirements at U.S. 1 and Plantation Oaks Boulevard will be governed and permitted by the Florida Department of Transportation. No other turn lanes are proposed or required at the power line easement access to the maintenance area building. Traffic control devices will be provided as required by the Land Development Code. Turn lanes for the School Site will be designed and constructed by the School Board with construction of the School Site. The extension of Plantation Oaks Boulevard will be completed with the Phase 1 construction. Additionally, the Phase 1 construction will include turn lanes in Plantation Oaks Boulevard, as indicated above. Phase 1 construction will also include the construction of the entrance road to the golf clubhouse and the entrance road to Phase 1.

There are two (2) golf cart pedestrian and maintenance crossings proposed to cross Plantation Oaks Boulevard. The crossings will be underground and the road grade of Plantation Oaks Boulevard will be raised at the two (2) crossings. The underground golf cart pedestrian and maintenance crossings will be a minimum of 10 feet wide by 8 feet high.

J. INTERNAL ROADWAYS - The internal roadways within all phases of the development will be private and gated. The roadways will be designed to Volusia County requirements. The entrance roadways will provide two twelve foot (12 ft.) wide exit lanes, one twelve foot (12 ft.) wide entrance lane and will include F Curbs and F Curb medians. The internal subdivision streets will be a minimum of twenty foot in width (two ten foot travel lanes) and will include two foot Miami Curb and gutters on both sides of the pavement. The internal sidewalks will be constructed in accordance with the Preliminary

Plan. The proposed sidewalk will be six feet in width. Only the sidewalks indicated on the Preliminary Development Plan will be required. Private streets will be maintained by Plantation Oaks of Ormond Beach, L.L.C.

K. BUILDING OR PROPERTY OWNERS ASSOCIATION - The entire project will be maintained by Plantation Oaks of Ormond Beach L.L.C. There will be a property owners association. All private improvements will be owned and maintained by Plantation Oaks of Ormond Beach L.L.C. If the project is subdivided and a phase is sold, that portion of the development will be owned and maintained by the purchaser. No property association shall be required for those area planned to be developed and maintained under unified ownership.

L. UNDERGROUND UTILITIES - All utilities in the Development are proposed to be underground. Overhead utilities; power, telephone, communication, and cable TV, will be permitted within the existing FP&L easement (US) Zoning. Plantation Oaks of Ormond Beach, L.L.C. will provide cable TV and communication utilities to the Development. At the discretion of the Applicant, cable TV and communication can be provided by a private utility.

M. TREE SURVEYS AND REPLACEMENT REQUIREMENTS - The Master Development Plan has been reviewed and is in accordance with Division 10 of the land development code. Based on a statistical survey prepared by Craig Murray, Forester, and on field inspection of existing onsite conditions, the County shall not require a complete

tree survey, only a survey of specimen trees. Replacement trees and calculations will be provided at Final Site Plan or Preliminary Plat permitting. The lot lines will be adjusted wherever possible to preserve the existing hardwoods. 126 acres or 12% of the site is designated Conservation (C). Existing trees within the C designation will remain.

Based on the surveyed statistical analysis, the developed site is providing the required 15% retention of existing trees.

All streets, both public (Plantation Oaks Boulevard) and private, will be required to provide street trees at a minimum spacing of thirty-five feet (35 ft.). The street trees will be hardwoods and a minimum caliper of 2 inches D.B.H. up to 50% of the street trees can be palms. Recreation (R) designated areas will require one (1) tree (2 inches D.B.H. minimum) per 2,500 S.F. of landscape area.

N. PRELIMINARY/FINAL PLAT - A Preliminary/Final Plat will be prepared and reviewed for each phase of Development. The Preliminary/Final Plat will be reviewed by the County per the Land Development Code for each phase. The Preliminary/Final Plat shall be prepared at a minimum scale of 1" = 50 ft. and shall meet the requirements of Chapter 177, Florida Statutes.

O. VOLUSIA COUNTY IMPACT FEES - The following impact fees will be paid to Volusia County by the Applicant, in accordance with Chapter 70 of the Volusia County Code of Ordinances.

1. Fire Impact Fees
2. Road Impact Fees

3. School Impact Fees

4. Park Impact Fees

Road, School, Fire, and Park impact fees will be payable by the Applicant to Volusia County prior to issuance of a Certificate of Occupancy for the permitted structure.

The applicant agrees to pay to Volusia County School Impact Fees.

The applicant proposes to donate a 23.11-acre school site as indicated on the Preliminary Plan, to the Volusia County School Board. The site will front on Plantation Oaks Boulevard. A twelve-inch (12") potable water main and an eight-inch (8") sanitary force main shall be provided by the Applicant to the site with the Phase I improvements. The appraised value of the school site at the time of donation will be credited against the Phase I and subsequent phases School Impact Fees.

The Applicant proposes to dedicate a one and one half (1½) acre fire station site located within the project and adjacent to and easterly of proposed Plantation Oaks Boulevard. The appraised price of the fire station site will be credited against the Phase I Fire Impact Fee.

Volusia County shall provides utilities to the site, a Master Utility Agreement will be prepared and executed between the Applicant and Volusia County for the entire development. As phases are developed, Supplemental Utility Agreements will be prepared based on the equivalent residential units (ERCs) in each phase.

Due to the fact that the Applicant has agreed to pay the School Impact Fee for all dwellings, and in consideration of the magnitude of the water, sewer and reuse infrastructure improvements and associated costs, which are borne by the Applicant, the County agrees in the Master Utility Agreement, to allow dry line permitting and construction

of the water, sewer and reuse improvements in Phase I prior to payment of water and sewer impact fees.

Execution of phased Supplemental Utility Agreements and payment of required water and sewer impact fees are due and payable prior to requesting clearance of the facilities for service. Guaranteed revenues will commence twelve (12) months after execution of the Supplemental Utility Agreement for each phase of sub-phase.

P. MODEL HOMES - Concurrent with construction and completion of the infrastructure, the Applicant may permit and construct model homes. The maximum number of models allowed cannot exceed 20% (twenty percent) of the total lots or spaces in the sub-phase under construction. Construction cannot commence until fire protection and stabilized access is provided. No model home will receive a final C.O. (Certificate of Occupancy) until the infrastructure for the phase is completed and approved by the County.

Q. SIGNAGE - The Preliminary Development Plan (Sheet 24 of 34), as indicated in Exhibit "B" of Order and Resolution No. 2002-199, includes details, size, structure, and copy area for the signage proposed for the Development.

Major signs as indicated on the Preliminary Development Plan, are proposed at the Entrance to Phase 1, 2 and 3. Minor signs, as indicated on the Preliminary Development Plan, are proposed at the Golf Clubhouse entrance and at the intersection of Old Dixie Highway and Plantation Oaks Boulevard. Informational signs are proposed at the sales center and maintenance yard and will be monument signs with a maximum copy area of 12 square feet.

R. ON-SITE BURNING - On-site burning of construction debris, stumps, underbrush, trees, etc. is allowed onsite. Onsite burning will meet all Volusia County Standards.

S. REMOVAL OF EXCAVATION MATERIAL FROM SITE - The Applicant may remove excess excavated material from the site due to construction. All material trucked off site will leave the site via U.S. 1. No excess material may be trucked away from the site utilizing Old Dixie Highway. Applicant to request and be granted a permit from Volusia County prior to any excess fill being trucked off site.

T. DEVELOPMENT LIGHTING - Plantation Oaks Boulevard will have FP&L standard streetlights spaced a maximum distance of 250 feet adjacent to the six-foot (6) wide bike path. Additionally, ornamental lighting will be provided adjacent to the six-foot (6) concrete sidewalk at a maximum spacing of 250 feet. Lighting will be provided at the three (3) gated entrances, the sales and maintenance area, the golf clubhouse and the three (3) clubhouse recreation areas. Tennis courts, driving range and shuffleboard courts may be lighted.

FP&L street lighting will be provided within the residential development areas. Streetlights will be provided at a minimum spacing of 250 feet.

U. CLUBHOUSE AND GOLF CLUBHOUSE CONSTRUCTION STANDARDS -

The Golf Clubhouse and Community Clubhouses will be built concurrently with the infrastructure of each phase and designed and constructed in accordance with the Florida Building Code. A hardened community clubhouse or similar structure shall be constructed to withstand 150 mph winds, as an emergency shelter for the residents of any mobile home park phase shall address the provisions for Mitigation of Hurricane Preparedness Impacts as stipulated in 9J-2.0256(5) F.A.C.

V. BINDING EFFECT OF PLANS; RECORDING; AND EFFECTIVE DATE -

The Master Development Plan, including any and all supplementary Orders and Resolutions, and the Preliminary Plan, shall bind and inure to the benefit of the Applicant and his successor in title or interest. The PUD zoning, provisions of the Development Agreement and all approved plans, shall run with the land and shall be administered in a manner consistent with the zoning code, as amended.

This Order and Resolution and all subsequent Orders and Resolutions shall be filed with the Clerk of Court and recorded within sixty (60) days following execution of the document by the Volusia County Council, in the Official Records of Volusia County, Florida. One (1) copy of the document, bearing the book and page number of the Official Record in which the document was recorded, shall be submitted to the Growth and Resource Management Department. The date of receipt of this document by the Growth and Resource Management Department shall constitute the effective date of the PUD or its subsequent amendments. The Applicant shall pay all filing costs for recording documents.

W. CONCEPTUAL APPROVAL - The parties hereto acknowledge that reductions in density and/or intensity may, and do occur; and that minor changes to roadway design, location and size of structures, actual location of parking spaces, specific locations for land uses, and locations and design of stormwater storage, landscape buffers and upland buffers may result to comply with the land development code, as amended. Upon determination of the Zoning Enforcement Official, these revisions may be processed as minor amendments, as set forth in section 72-289 of the zoning code, as amended. The Applicant agrees to revise and record the revised Preliminary Plan, which reflects any such changes, with the Clerk of Court immediately following the expiration of the thirty (30) day period for appealing Development Review Committee (DRC) decisions to the County Council. A copy of the Revised Preliminary Plan, bearing the book and page number of the Official Record in which the document was recorded, shall be submitted to the Growth and Resource Management Department.

DONE AND ORDERED by the County Council of Volusia County, Florida,
this 19TH day of JANUARY, 2012.



James T. Dinneen,
County Manager

VOLUSIA COUNTY COUNCIL

Frank T. Bruno, Jr.,
Chair

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 25th
day of January, 2012 (mo/yr) by James T. Dinneen and Frank T. Bruno,
Jr., as County Manager and Chair, Volusia County Council, respectively,
on behalf of the County of Volusia, and who are personally known to me.

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

Commission No.: _____

My Commission Expires: _____

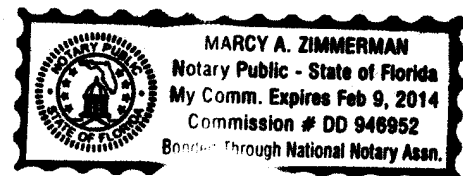


EXHIBIT "B"
Page 178 of 246

Instrument# 2012-015056 # 45
Book: 6674
Page: 2069
Diane M. Matousek
Volusia County, Clerk of Court

8.B.d

WITNESSES:

Plantation Oaks of Ormond Beach, LLC

Joseph DeCicca
Bm Hm

Parker K. Mynchenberg, Managing Member

Ronnie Bledsoe, Partner

The foregoing instrument was acknowledged before me this 27th day of
January, 2012 (mo/yr) by the following who are personally known to
me or who produced identification:

Parker K. Mynchenberg Personally known ☒ Produced _____ as identification _____
Ronnie Bledsoe Personally known ☒ Produced _____ as identification _____

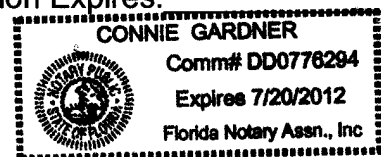
Connie Gardner
NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

Connie Gardner

Commission No.: _____

My Commission Expires:



December 4, 2015

**Volusia County
minor amendment**

**Book 7201
Pages 1720-1753**

**IN RE: APPLICATION OF PARKER MYNCHENBERG, MANAGING MEMBER
PLANTATION OAKS OF ORMOND BEACH, L.L.C.**

**MINOR AMENDMENT TO ORDER AND RESOLUTION NO. 2012-24
PLANTATION OAKS OF ORMOND BEACH RPUD**

Whereas, Section 72-289(6) of the Zoning Ordinance of Volusia County, Florida provides for "Minor Amendments not altering the intent and purpose" of an approved Planned Unit Development's (PUD) Master Development Plan; and

Whereas, Parker Mynchenberg, Managing Member of Plantation Oaks of Ormond Beach, LLC, duly filed a request for a "Minor Amendment" to Order and Resolution No. 2012-24.

Whereas, Exhibit B, Preliminary Plan, Sheets 3-5 and 9-23 of 34, referred to in the Development Agreement Book 4988, Pages 179 through 181, and 185-198, are revised as shown; and Resolution No. 2012-24, Pages 7, 9, 21, 33, 34, 38, 39, 40, 42 are revised as shown.

Whereas, the Applicant would like to obtain Water, Sewer and Reuse Service from The City of Ormond Beach Florida in Accordance with Resolution No. 2015-168, or Book 7155, Pages 4437-4462 P.R.U.C.F.

Whereas, the Applicant would like to Revise Resolution No. 2012-24 to include the option of Constructing Lakes and Open Space in-lieu of a Golf Course.

Whereas, the Zoning Enforcement Official for Volusia County issued approval of such "Minor Amendment" by letter dated December 4, 2015, a copy of which is attached hereto and recorded herewith; the purpose of this Minor Amendment is to revise Exhibit "B", Preliminary Plan.

Now, therefore, Order and Resolution No. 2012-24 is hereby amended as such that the following pages thereof are replaced in their entireties:

Pages 7, 9, 21, 33, 34, 38, 39, 40, 42, and Exhibit "B", Preliminary Plan, prepared by Parker Mynchenberg & Associates, Inc., dated October 31, 2002, revised on May 1, 2009, and revised on September 15, 2015
are revised and hereto attached.

EXHIBIT "B"
Page 181 of 246

Instrument# 2015-24043
Book: 7201
Page: 1721
8.B.d

Said action has caused the preceding to be recorded in the Public Records of Volusia County, Florida.

Done and Ordered by the Zoning Enforcement Official for Volusia County, Florida, this 23RD day of December, 2015.

Volusia County Zoning Enforcement Official

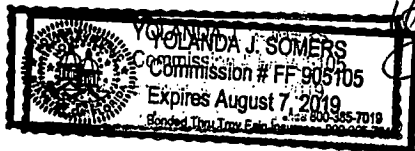
By: Scott Ashley
Scott Ashley

STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me, the undersigned authority, this day personally appeared Scott Ashley, well known to me to be the Zoning Enforcement Official for Volusia County, and he acknowledge(s) executing the foregoing Minor Amendment Modification under authority duly vested in them by said County as such officers and for the uses and purposes expressed therein.

WITNESS my hand and official seal this 23RD day of December, 2015.

My Commission expires:



Yolanda J. Somers
Notary Public, State of Florida at Large

Plantation Oaks of Ormond Beach, LLC

By: Parker Mynchenberg
Parker Mynchenberg, P.E.
Managing Member

STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me, the undersigned authority, this day personally appeared Parker Mynchenberg, P.E., well known to me to be the Managing Member of Plantation Oaks of Ormond Beach, LLC, and he acknowledge(s) executing the foregoing Minor Amendment Modification under authority duly vested in them by said County as such officers and for the uses and purposes expressed therein.

WITNESS my hand and official seal this 18th day of DEC 2015

My Commission expires:



Joseph Decilla
Joseph Decilla
Notary Public, State of Florida at Large

DEVELOPMENT- AGREEMENT

A. DEVELOPMENT CONCEPT - The property shall be developed as an RPUD, substantially in accordance with the Master Development Plan. The Master Development Plan shall govern the development of the property as an RPUD and shall regulate the future land use of this parcel. The parcel size is 1033.75 acres. The maximum number of dwellings proposed is 1577 units. The Development concept is based on a three phase Development with each phase divided into sub-phases. Each lot designated on the Preliminary Plan will include a single-family dwelling units and accessory structures. The Development will be an adult community with a minimum of 80% of the residents 55 years or older. Individual lots for single-family homes will be sold to the owner of the single family home. Individual sites for mobile homes will be leased to the owners of mobile homes.

1. Master Development Plan. The Master Development Plan shall consist of the Preliminary Plan and revised Preliminary Plan prepared by Parker Mynchenberg & Associates, Inc., dated July 2, 2002, and revised ~~October 31, 2002~~ September - 2015, and this Amended and Restated Development Agreement. The Preliminary Plan was previously approved and incorporated as Exhibit "B" in Order and Resolution No. 2002-199 and amendment recorded in OR Book 6407, Page 456, in the Public Records of Volusia County, Florida, and remains in full force and effect by reference. The Master Development Plan was filed and retained for public inspection in the Growth and Resource Management Department and it constitutes a supplement to the Official Zoning Map of Volusia County.

C. PHASES OF DEVELOPMENT - Phasing of the project is indicated on Sheet 6 of 34 of Preliminary Plan entitled Preliminary Phasing Plan, attached as Exhibit "B" to Order and Resolution No. 2002-199, and remains in full force and effect by reference. The following is a breakdown of the proposed phases by number of units and construction completion.

PHASE	# UNITS	BEGIN CONSTRUCTION	COMPLETE CONSTRUCTION
1	669	<u>2016</u> 2012	<u>2024</u> 2018
2	<u>427</u> 414	<u>2016</u> 2015	<u>2024</u> 2021
3	<u>481</u> 494	2021	2025
TOTAL	1,577		

The above schedule is estimated. The phasing and construction may be accelerated due to market demands or concurrent construction of phases. All land use/improvements assigned to each phase as referenced on the Preliminary Plan, Exhibit "B", and revised Preliminary Plan Exhibit B to Order and Resolution No. 2002-199 shall be provided.

D. LAND USES WITHIN THE PUD - The development of the parcel shall be consistent with the uses prescribed for each area within the proposed RPUD. The location and size of said land use areas are shown on Sheet 1 of 9 of Preliminary Plan entitled, Preliminary Zoning Plan, Exhibit "B" to Order and Resolution No. 2002-199, and amendment recorded in OR Book 6407, Page 456, in the Public Records of Volusia County, Florida, and remains in full force and effect by reference. The following land uses shall be allowed as permitted principal uses and structures along with their customary accessory uses and structures:

substituted for fifty (50) percent of the required four (4) Group A trees per 100 L.F. or shall consist of existing natural vegetation. Open space corridors adjacent to Old Dixie Highway and 1-95 shall consist of existing natural vegetation.

4. C - Conservation

- (a) Purpose and Intent - This classification is intended to provide protection for existing onsite wetlands and upland buffers. It is further intended to protect and preserve the natural environment of selected areas such as submerged grassy areas, coastal marshes, mangrove areas, estuaries and other important habitats; marine life and wildfowl; significant fresh water swamps and natural cypress and sawgrass areas that act as water retention areas; fishing, hunting and wildlife areas and any other unusual or unique feature or areas.
- (b) Permitted Principal Uses and Structures - Coastal marshes, Mangrove Areas and Estuaries Fishing, Hunting and Wildlife Management Areas Nature Trails
- (c) Dimensional Requirements - None
- (d) Off-Street Parking and Loading Requirements - None
- (e) Types of Signs Permitted
 - (1) Permanent Wetland or Upland Buffer Information Signage

5. R - Recreation

- (a) Purpose and Intent - The Recreation (R) Classification encourages the development of a full range of sport, active and passive uses.

of the project does not have any historical or archaeological significance. The status of the Old Kings Road right-of-way will be reviewed during the development review process.

G. SEWAGE DISPOSAL, POTABLE WATER, AND SITE IRRIGATION - The project site shall be served by City of Ormond Beach ~~Volusia County~~ Utilities in accordance with the comprehensive plan, the land development code, and State of Florida Administrative Code 64E-6 and 64E-8.

The onsite sewage collection system, water distribution system and effluent reuse system for golf course irrigation will be designed in accordance with City of Ormond Beach ~~Volusia County~~ specifications, and will be owned and operated by City of Ormond Beach ~~Volusia County~~. Reuse disposal will be required on the golf course with the (OS) zoning designation. Reuse when available will be required to irrigate lots or roadways. Dry lines or reuse mains may be required in the Development. A temporary septic system may be utilized for sewage disposal for the golf course, golf and park maintenance facilities, and restrooms until central utility to that phase is available.

Site irrigation may ~~will~~ consist of two (2) separate irrigation systems. One system will irrigate the golf course and golf facilities. The system will be designed to draft irrigation from the onsite lake and ribbon pond and will be designed to accept effluent reuse as it becomes available.

The second system will service all landscaped areas outside of the golf course, including but not limited to, public and private road rights-of-ways, single-family home lots, mobile home spaces, recreation and neighborhood commercial zoning areas. These areas will be irrigated primarily by wells and in accordance with the approved St. Johns River Water Management District Consumptive Use Permit. All irrigation mains will

be purple and meet City of Ormond Beach ~~Volusia County~~ requirements for effluent reuse so, in the future, if reuse is available in excess of the golf course demands, the irrigation mains will be plumbed to convert to reuse in the future.

H. STORMWATER DRAINAGE - Provision for stormwater retention shall be in accordance with the land development code, as amended, and Resolution No. 86-192.

I. ACCESS AND TRANSPORTATION SYSTEM IMPROVEMENTS - All access and transportation system improvements shall be provided in accordance with the Land Development Code, as amended. The parcel shall be developed in substantial accordance with the following access and transportation system improvements.

1. Access. As part of the Phase 1 construction, Broadway Avenue, a 100 foot wide dedicated County road will be constructed from U.S. 1 to Old Dixie Highway per the Preliminary Development Plan. The 100-foot right-of-way will be renamed to Plantation Oaks Boulevard. A traffic study has been prepared by Traffic, Planning & Design, Inc. The number of driveways onsite proposed to intersect the Plantation Oaks Boulevard extension is as follows:

- (a) Entrance to school site.
- (b) Entrance to Phase 2.
- (c) Entrance to Phase 3.
- (d) Entrance to golf course clubhouse.
- (e) Entrance to Phase 1 development.
- (f) Entrance to power line and to the maintenance area.

tree survey, only a survey of specimen trees. Replacement trees and calculations will be provided at Final Site Plan or Preliminary Plat permitting. The lot lines will be adjusted wherever possible to preserve the existing hardwoods. 126 acres or 12% of the site is designated Conservation (C). Existing trees within the C designation will remain.

Based on the surveyed statistical analysis, the developed site is providing the required 15% retention of existing trees.

All streets, both public (Plantation Oaks Boulevard) and private, can at the developers discretion will be required to provide street trees at a minimum spacing of thirty-five feet (35 ft.). The street trees will be hardwoods and a minimum caliper of 2 inches D.B.H. up to 50% of the street trees can be palms. Recreation (R) designated areas will require one (1) tree (2 inches D.B.H. minimum) per 2,500 S.F. of landscape area.

N. PRELIMINARY/FINAL PLAT - A Preliminary/Final Plat will be prepared and reviewed for each phase of Development. The Preliminary/Final Plat will be reviewed by the County per the Land Development Code for each phase. The Preliminary/Final Plat shall be prepared at a minimum scale of 1" = 50 ft. and shall meet the requirements of Chapter 177, Florida Statutes.

O. VOLUSIA COUNTY IMPACT FEES - The following impact fees will be paid to Volusia County by the Applicant, in accordance with Chapter 70 of the Volusia County Code of Ordinances.

1. Fire Impact Fees
2. Road Impact Fees

3. School Impact Fees

4. Park Impact Fees

Road, School, Fire, and Park impact fees will be payable by the Applicant to Volusia County prior to issuance of a Certificate of Occupancy for the permitted structure.

The applicant agrees to pay to Volusia County School Impact Fees.

The applicant proposes to donate a 23.11-acre school site as indicated on the Preliminary Plan, to the Volusia County School Board. The site will front on Plantation Oaks Boulevard. A twelve-inch (12") potable water main and an eight-inch (8") sanitary force main shall be provided by the Applicant to the site with the Phase I improvements. The appraised value of the school site at the time of donation will be credited against the Phase I and subsequent phases School Impact Fees.

The Applicant proposes to dedicate a one and one half (1%) acre fire station site located within the project and adjacent to and easterly of proposed Plantation Oaks Boulevard. The appraised price of the fire station site will be credited against the Phase I Fire Impact Fee.

City of Ormond Beach ~~Volusia County~~ shall provide utilities to the site, a Master Utility Agreement will be prepared and executed between the Applicant and City of Ormond Beach ~~Volusia County~~ for the entire development. As phases are developed, Supplemental Utility Agreements will be prepared based on the equivalent residential units (ERCs) in each phase.

~~Due to the fact that the Applicant has agreed to pay the School Impact Fee for all dwellings, and in consideration of the magnitude of the water, sewer and reuse infrastructure improvements and associated costs, which are borne by the Applicant, the~~

~~County agrees in the Master Utility Agreement, to allow dry line permitting and construction of the water, sewer and reuse improvements in Phase I prior to payment of water and sewer impact fees.~~

~~Execution of phased Supplemental Utility Agreements and payment of required water and sewer impact fees are due and payable per City of Ormond Beach requirement prior to requesting clearance of the facilities for service. Guaranteed revenues will commence twelve (12) months after execution of the Supplemental Utility Agreement for each phase of sub-phase.~~

P. MODEL HOMES - Concurrent with construction and completion of the infrastructure, the Applicant may permit and construct model homes. The maximum number of models allowed cannot exceed 20% (twenty percent) of the total lots or spaces in the sub-phase under construction. Construction cannot commence until fire protection and stabilized access is provided. No model home will receive a final C.O. (Certificate of Occupancy) until the infrastructure for the phase is completed and approved by the City of Ormond Beach (for Utilities), Volusia County.

Q. SIGNAGE - The Preliminary Development Plan (Sheet 24 of 34), as indicated in Exhibit "B" of Order and Resolution No. 2002-199, includes details, size, structure, and copy area for the signage proposed for the Development.

Major signs as indicated on the Preliminary Development Plan, are proposed at the Entrance to Phase 1, 2 and 3. Minor signs, as indicated on the Preliminary Development Plan, are proposed at the Golf Clubhouse entrance and at the

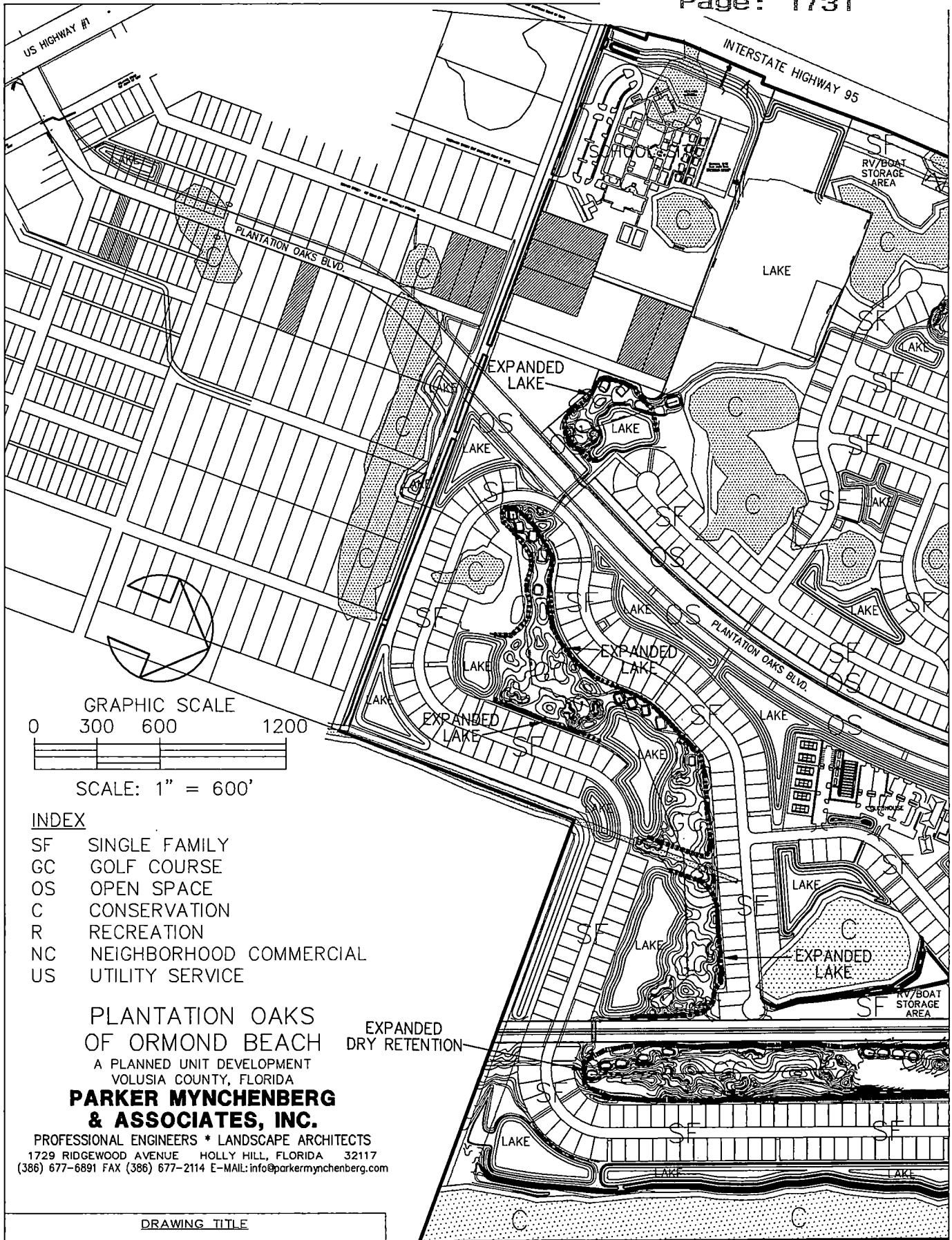
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GRAPHIC SCALE
 0 300 600 1200
 SCALE: 1" = 600'

INDEX

SF SINGLE FAMILY
 GC GOLF COURSE
 OS OPEN SPACE
 C CONSERVATION
 R RECREATION
 NC NEIGHBORHOOD COMMERCIAL
 US UTILITY SERVICE

**PLANTATION OAKS
 OF ORMOND BEACH**

A PLANNED UNIT DEVELOPMENT
 VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
 & ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

DRAWING TITLE

ANNOTATED LAND USE PLAN

PAGE 1 OF 3

REVISED 9-15-15
 REVISED 5-01-09
 SHEET 3 OF 34

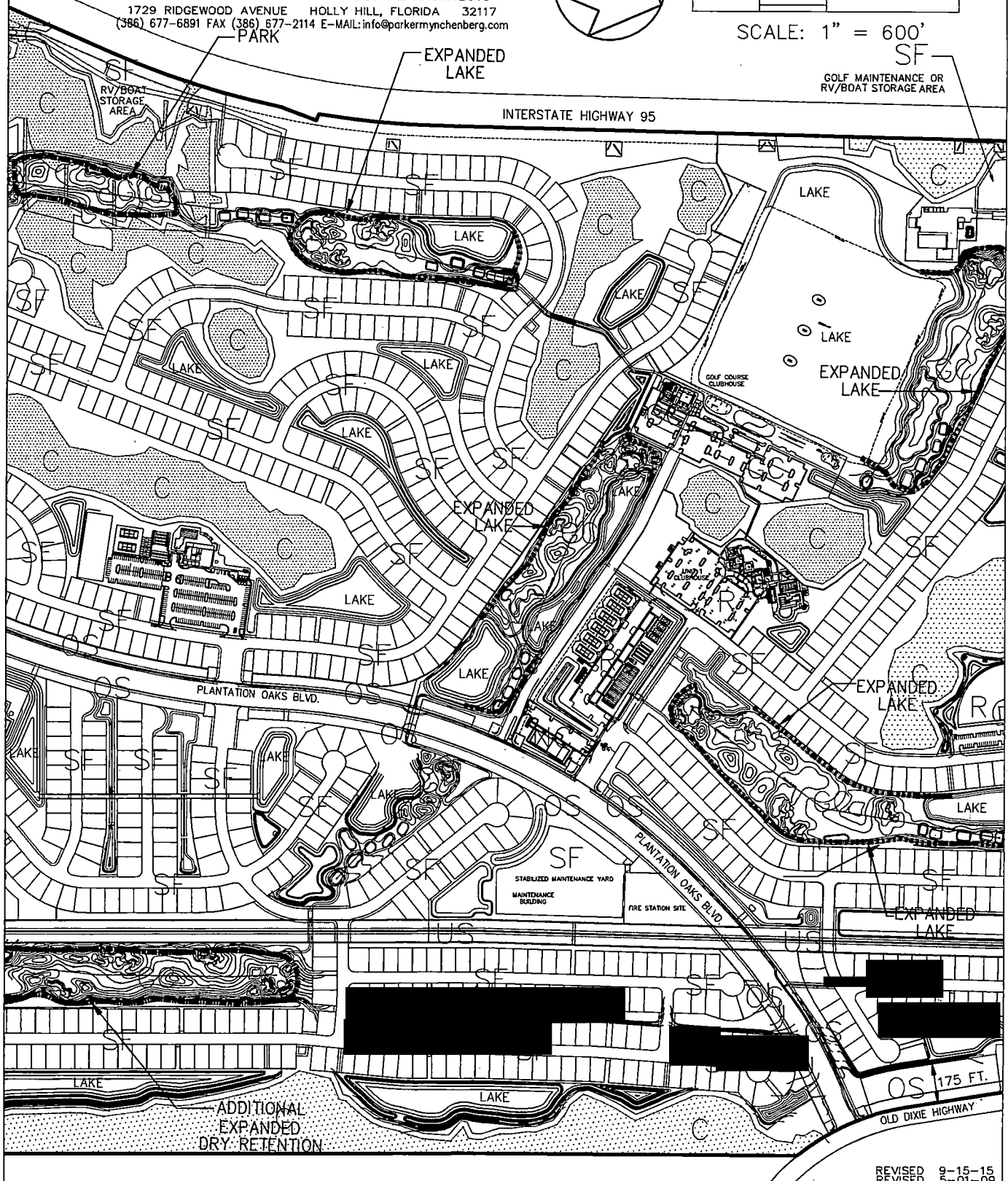
**PLANTATION OAKS
OF ORMOND BEACH**A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA**PARKER MYNCHENBERG
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PAGE 2 OF 3

DRAWING TITLE

ANNOTATED LAND USE PLAN

GRAPHIC SCALE

SCALE: 1" = 600'
SFGOLF MAINTENANCE OR
RV/BOAT STORAGE AREAREVISED 9-15-15
REVISED 5-01-09

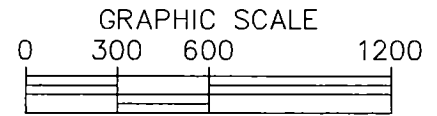
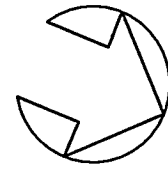
SHEET 4 OF 34

Instrument# 2015-240433 # 14

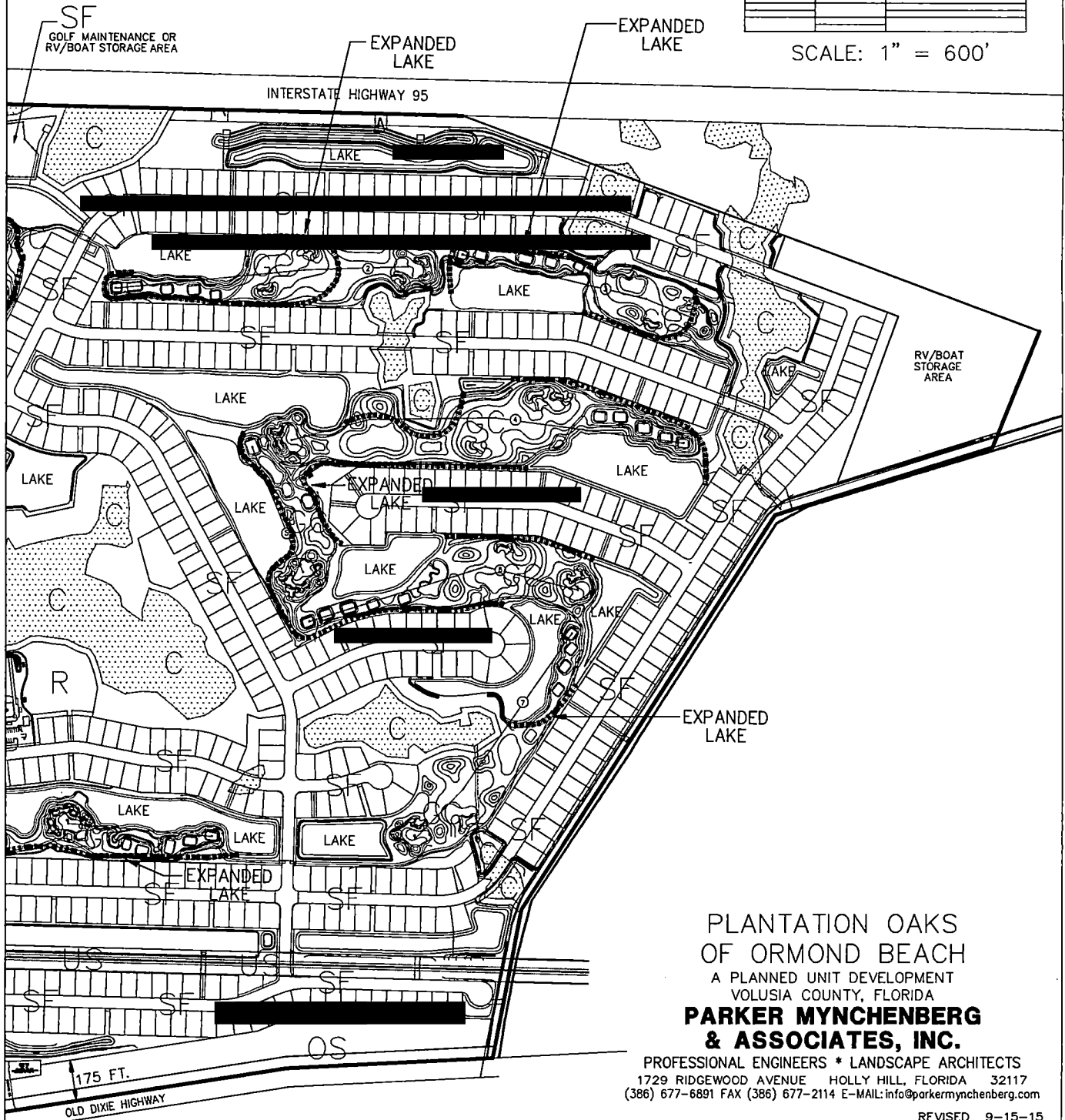
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Book: 7201

Page: 1733



SCALE: 1" = 600'



PLANTATION OAKS
OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
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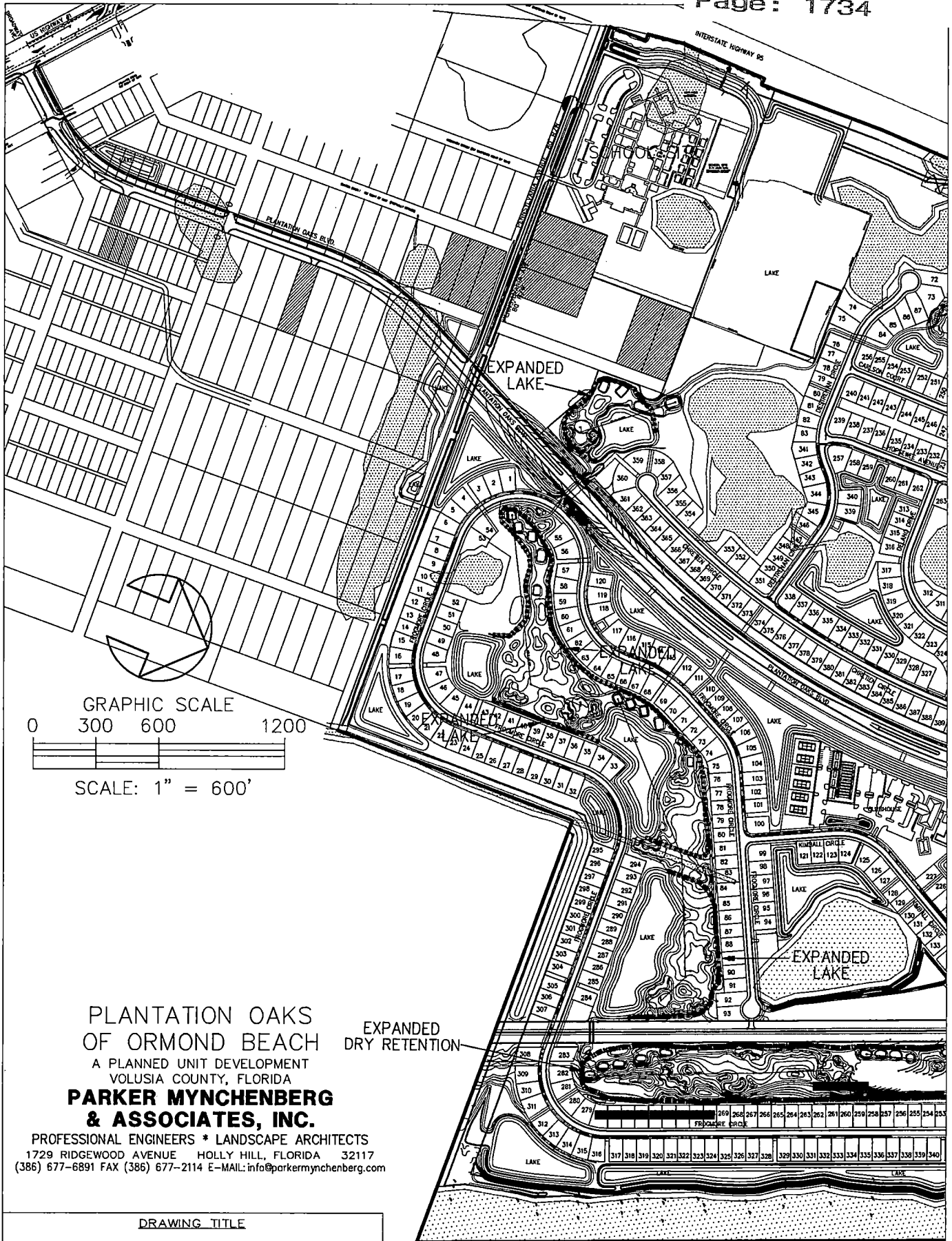
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REVISED 5-01-09
REVISED 4-02-07

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PAGE 3 OF 3

ANNOTATED LAND USE PLAN

SHEET 5 OF 34



PLANTATION OAKS
OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

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EXPANDED
DRY RETENTION

DRAWING TITLE

MASTER DEVELOPMENT PLAN

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REVISED 9-15-15
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**PLANTATION OAKS
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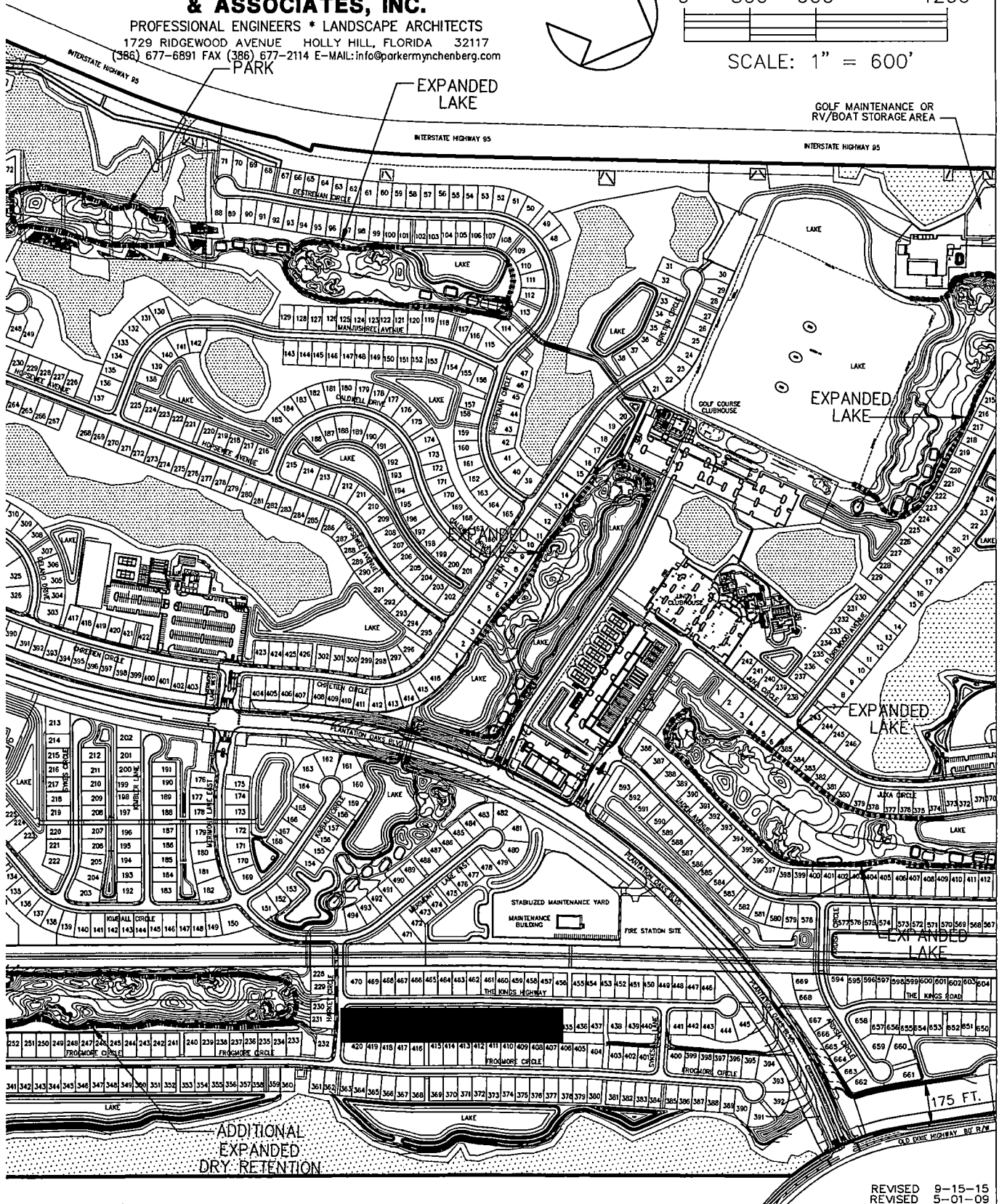
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MASTER DEVELOPMENT PLAN

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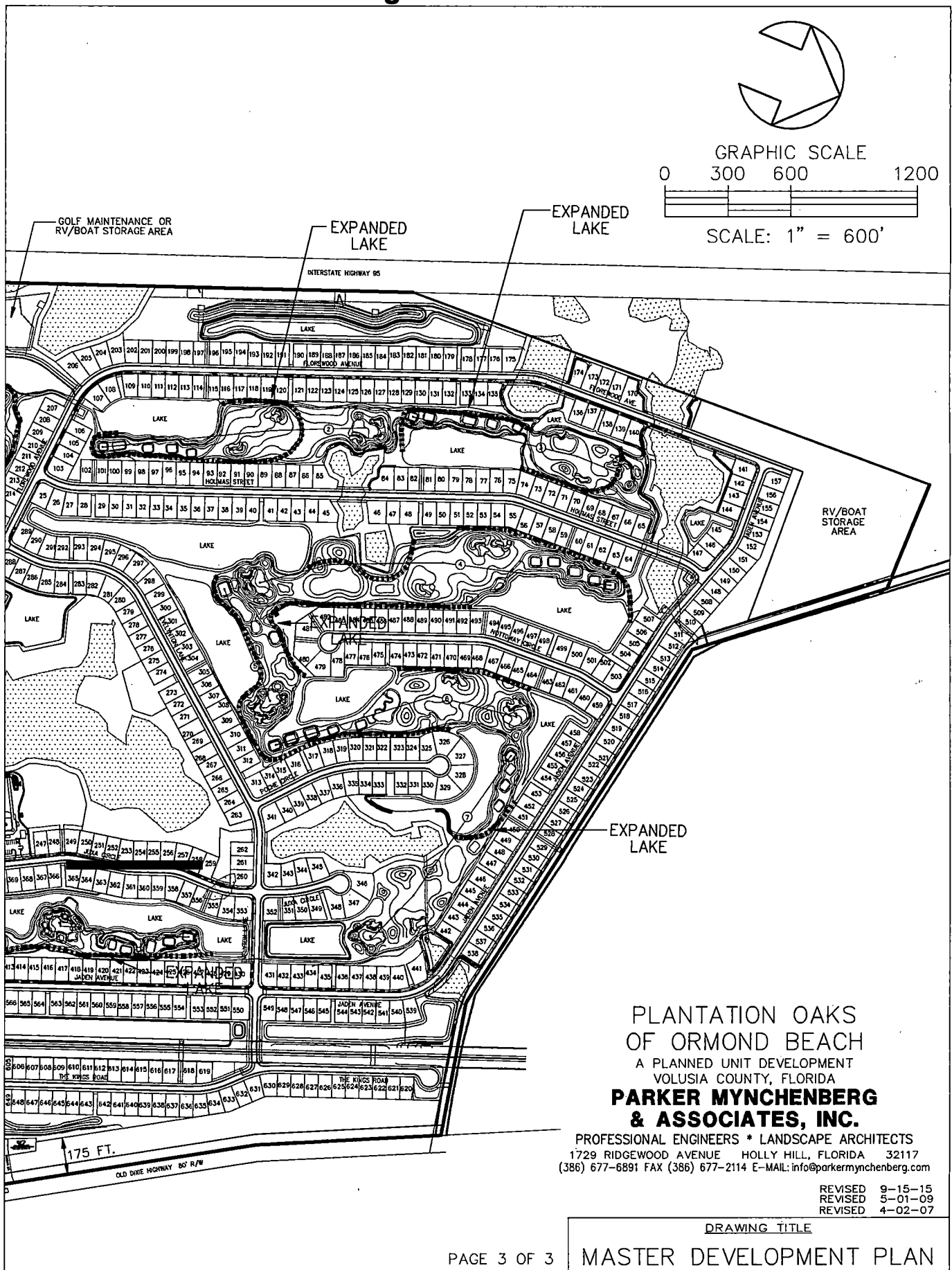
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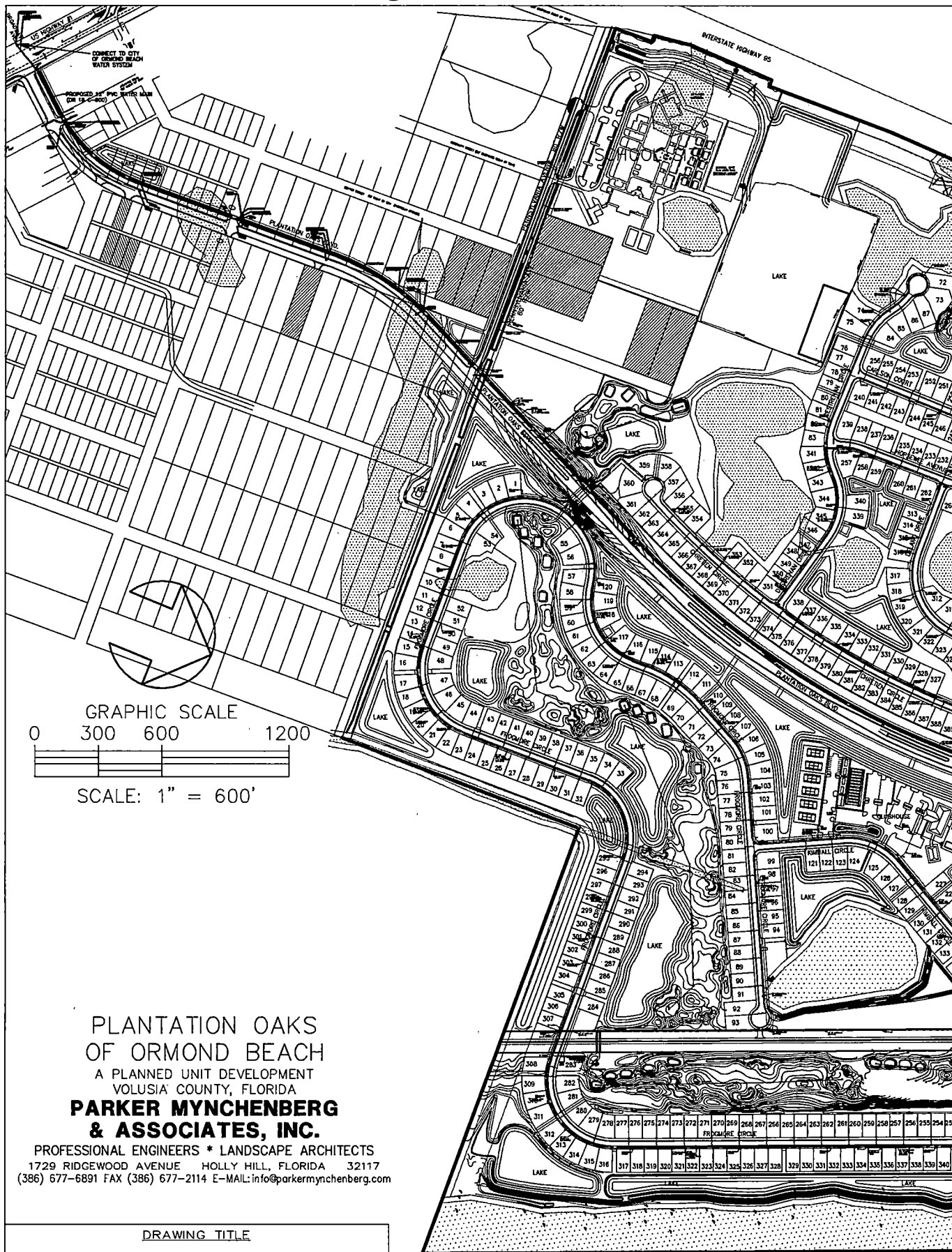


REVISED 9-15-15
REVISED 5-01-09
SHEET 10 OF 34

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Instrument# 2015-240433 # 18
 Book: 7201
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**PLANTATION OAKS
 OF ORMOND BEACH**
 A PLANNED UNIT DEVELOPMENT
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DRAWING TITLE
MASTER WATER PLAN

PAGE 1 OF 3

REVISED 9-15-15
 REVISED 5-01-09
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PLANTATION OAKS OF ORMOND BEACH

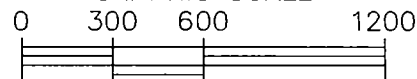
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A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA
**PARKER MYNCHENBERG
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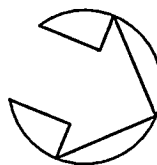
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DRAWING TITLE
MASTER WATER PLAN

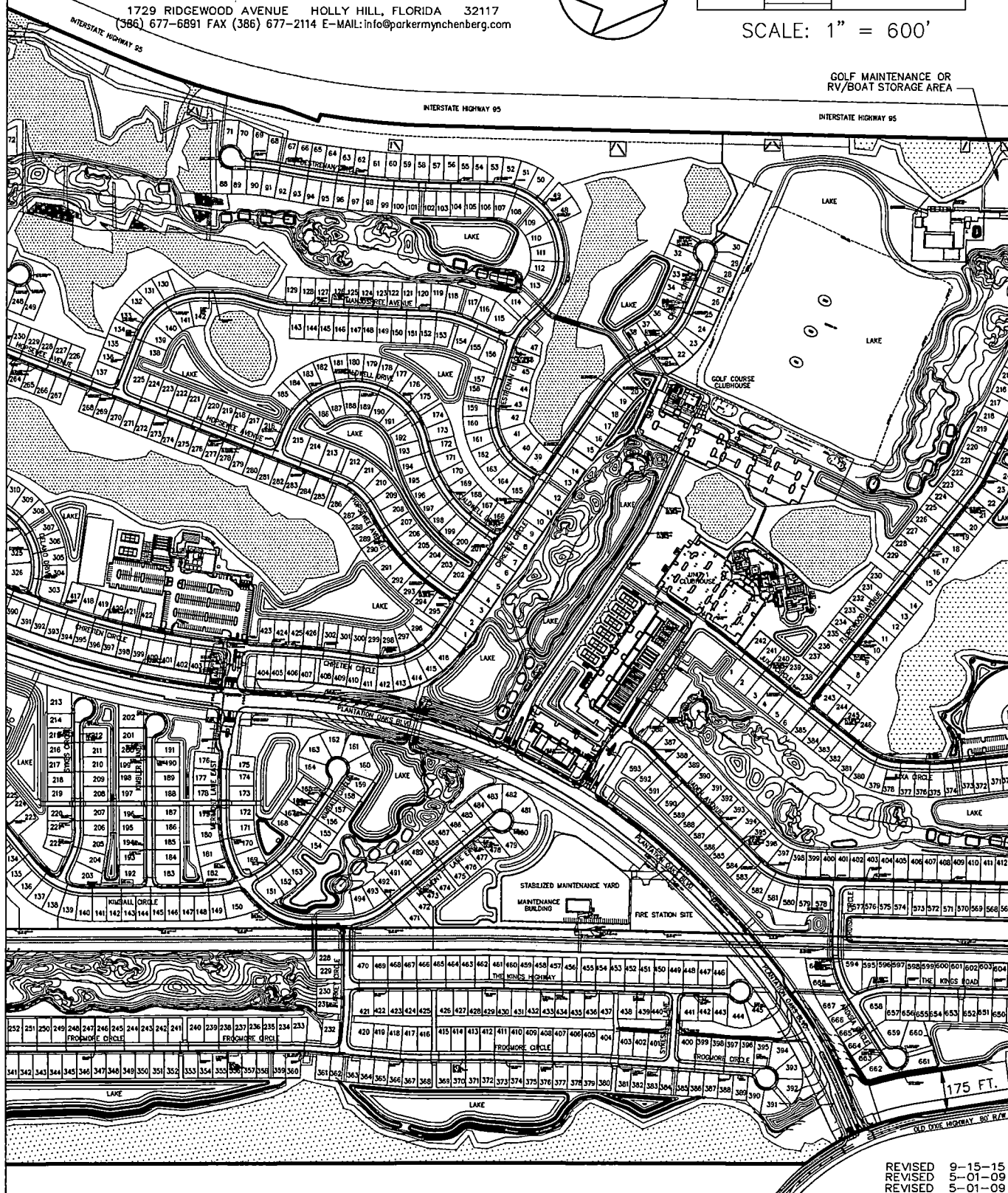
GRAPHIC SCALE



SCALE: 1" = 600'



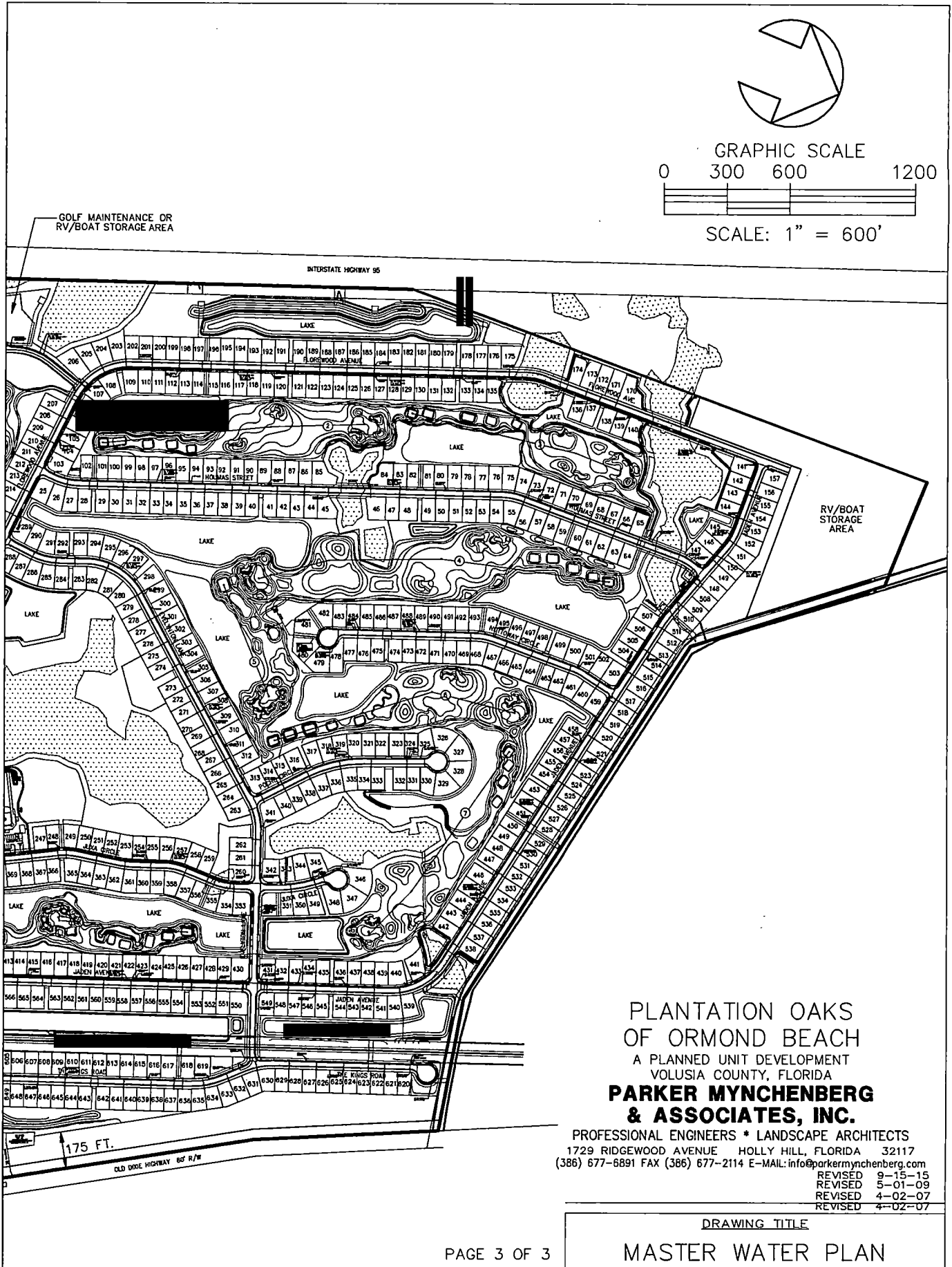
GOLF MAINTENANCE OR
RV/BOAT STORAGE AREA



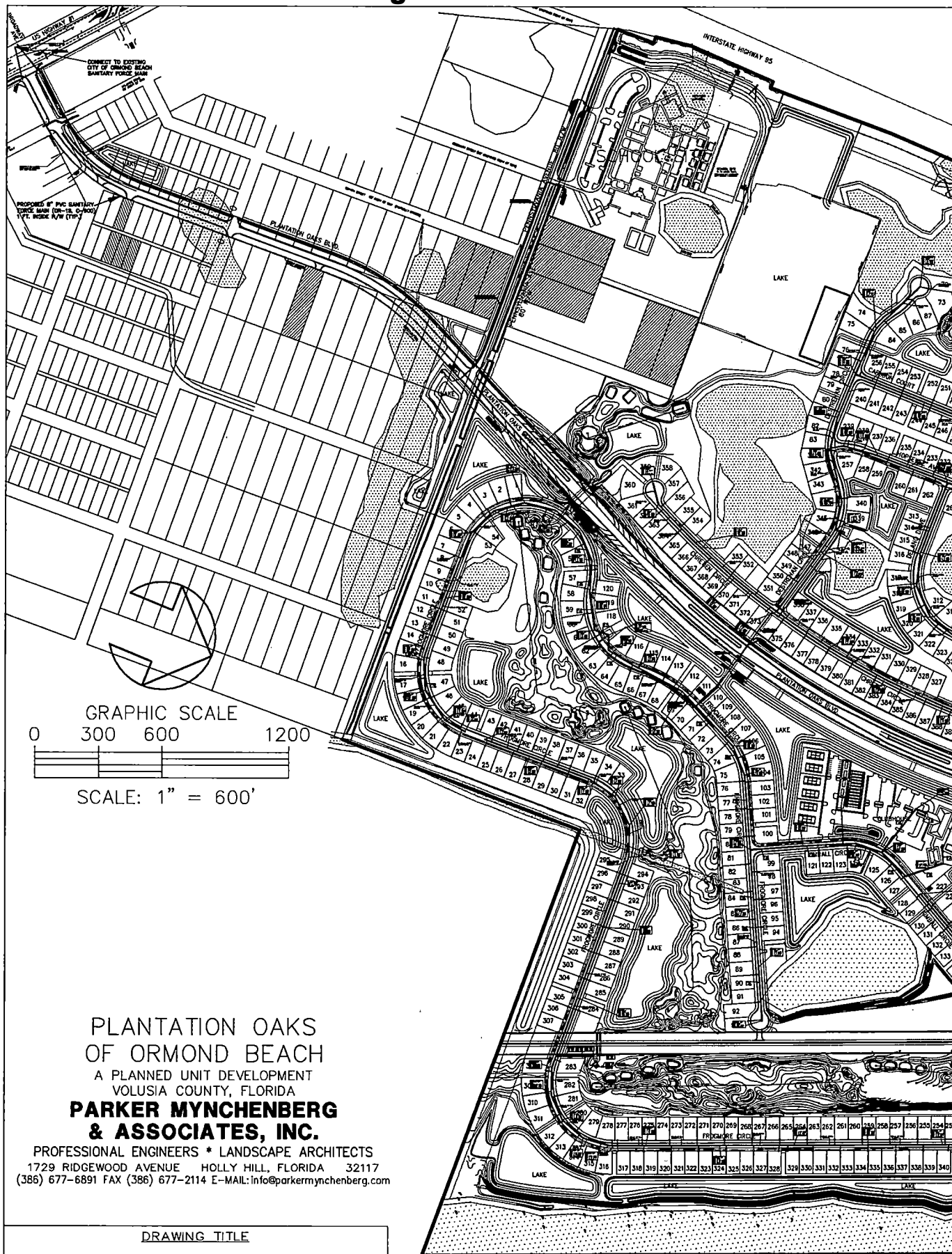
REVISED 9-15-15
REVISED 5-01-09
REVISED 5-01-09

SHEET 13 OF 34

Instrument# 2015-240433 # 20
 Book: 7201
 Page: 1739



Instrument# 2015-240433 # 21
Book: 7201
Page: 1740



PLANTATION OAKS
OF ORMOND BEACH
A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA
**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

DRAWING TITLE
MASTER SEWER PLAN

PAGE 1 OF 3

REVISED 9-15-15
REVISED 5-01-09
SHEET 15 OF 34

Instrument# 2015-240433 # 22
Book: 7201
Page: 1741

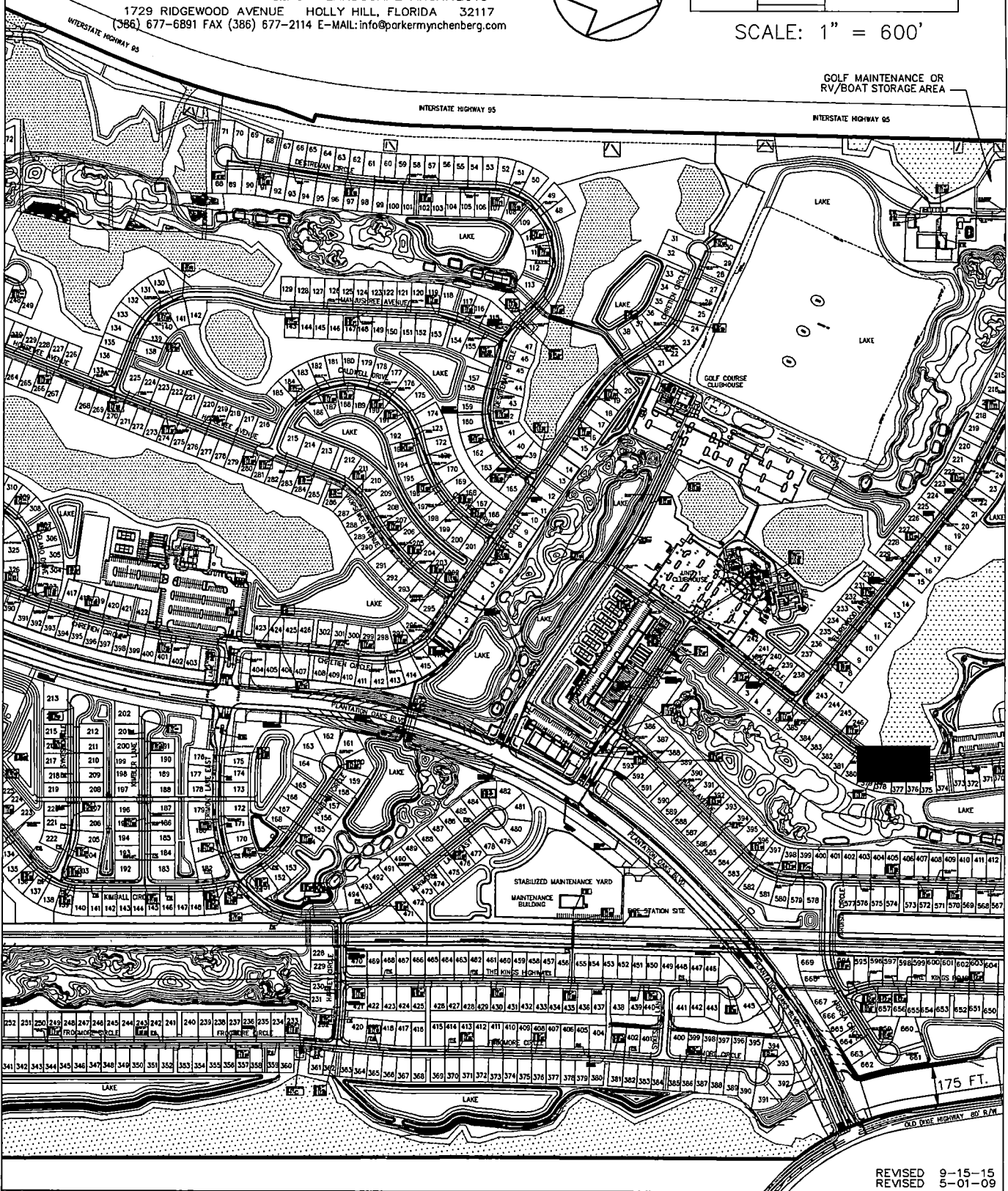
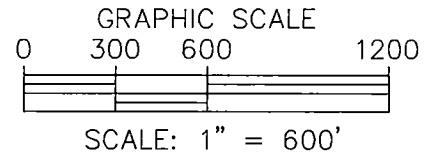
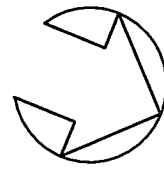
PLANTATION OAKS
OF ORMOND BEACH

PAGE 2 OF 3

DRAWING TITLE
MASTER SEWER PLAN

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA
**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

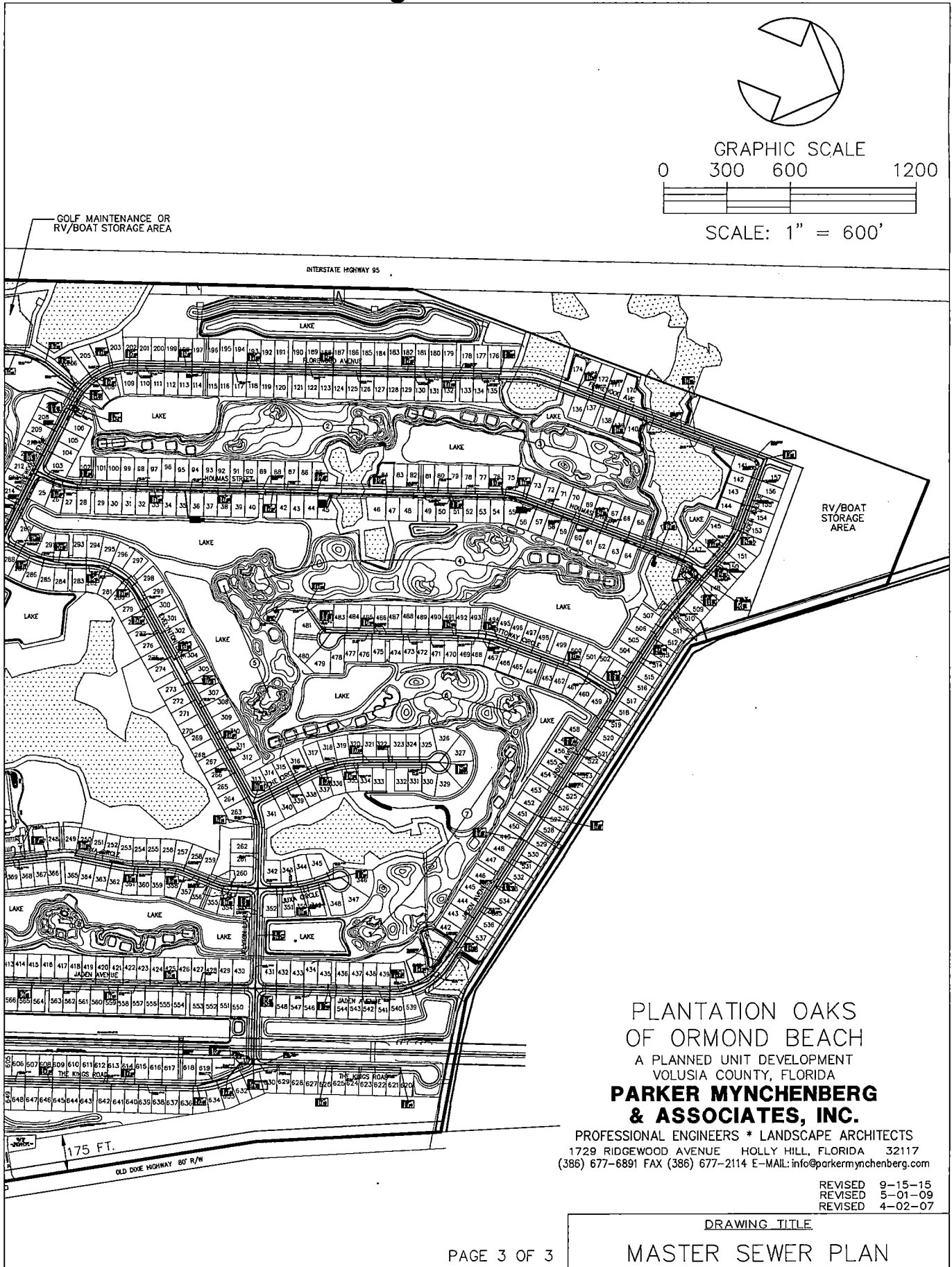
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com



REVISED 9-15-15
REVISED 5-01-09

SHEET 16 OF 34

Instrument# 2015-240433 # 23
Book: 7201
Page: 1742



REVISED 9-15-15
REVISED 5-01-09
REVISED 4-02-07

DRAWING TITLE

MASTER SEWER PLAN

SHEET 17 OF 34

Packet Pg. 957

Instrument# 2015-240433 # 25
Book: 7201
Page: 1744

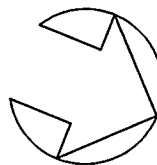
MASTER DRAINAGE PLAN

PLANTATION OAKS
OF ORMOND BEACH

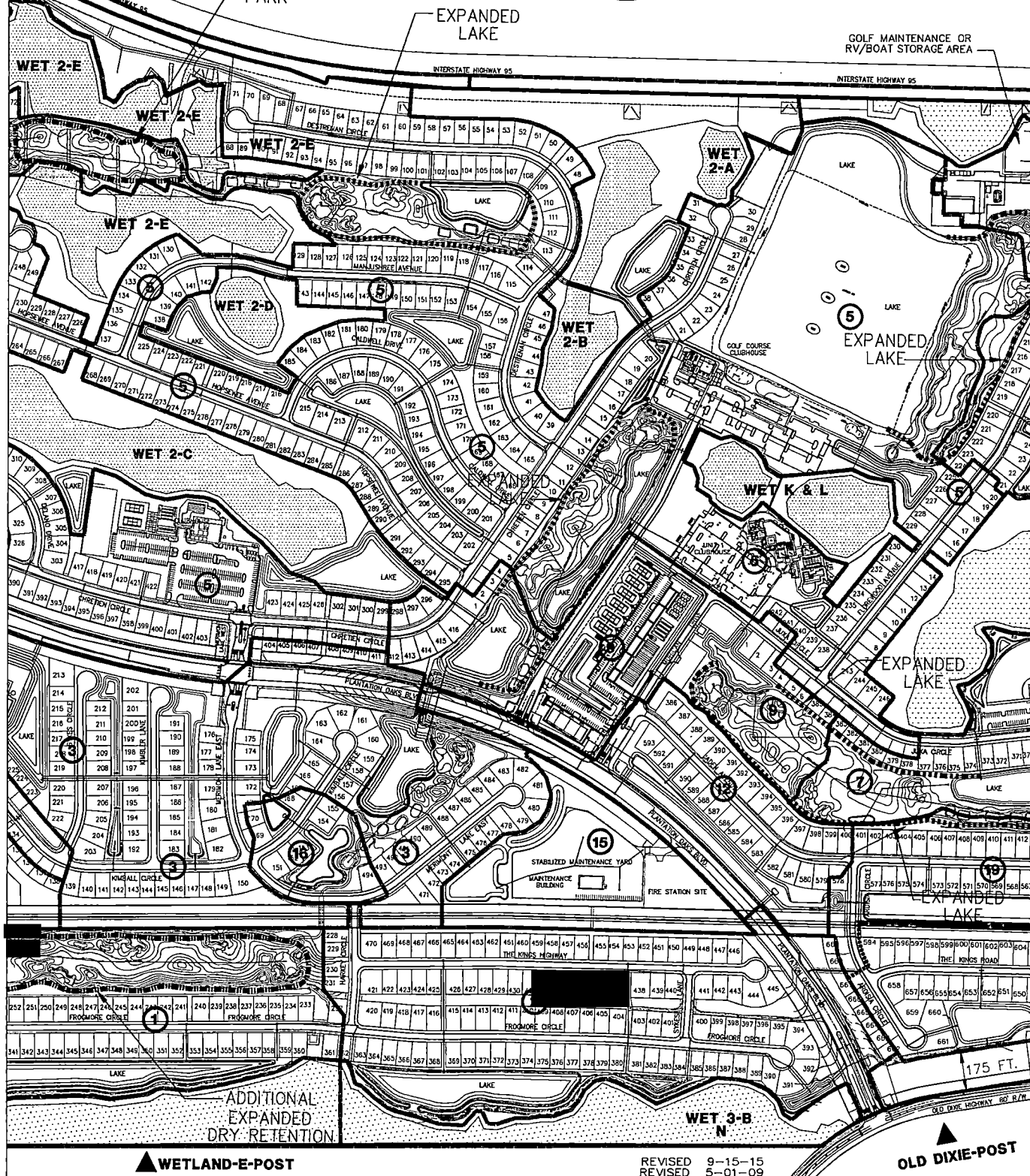
A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

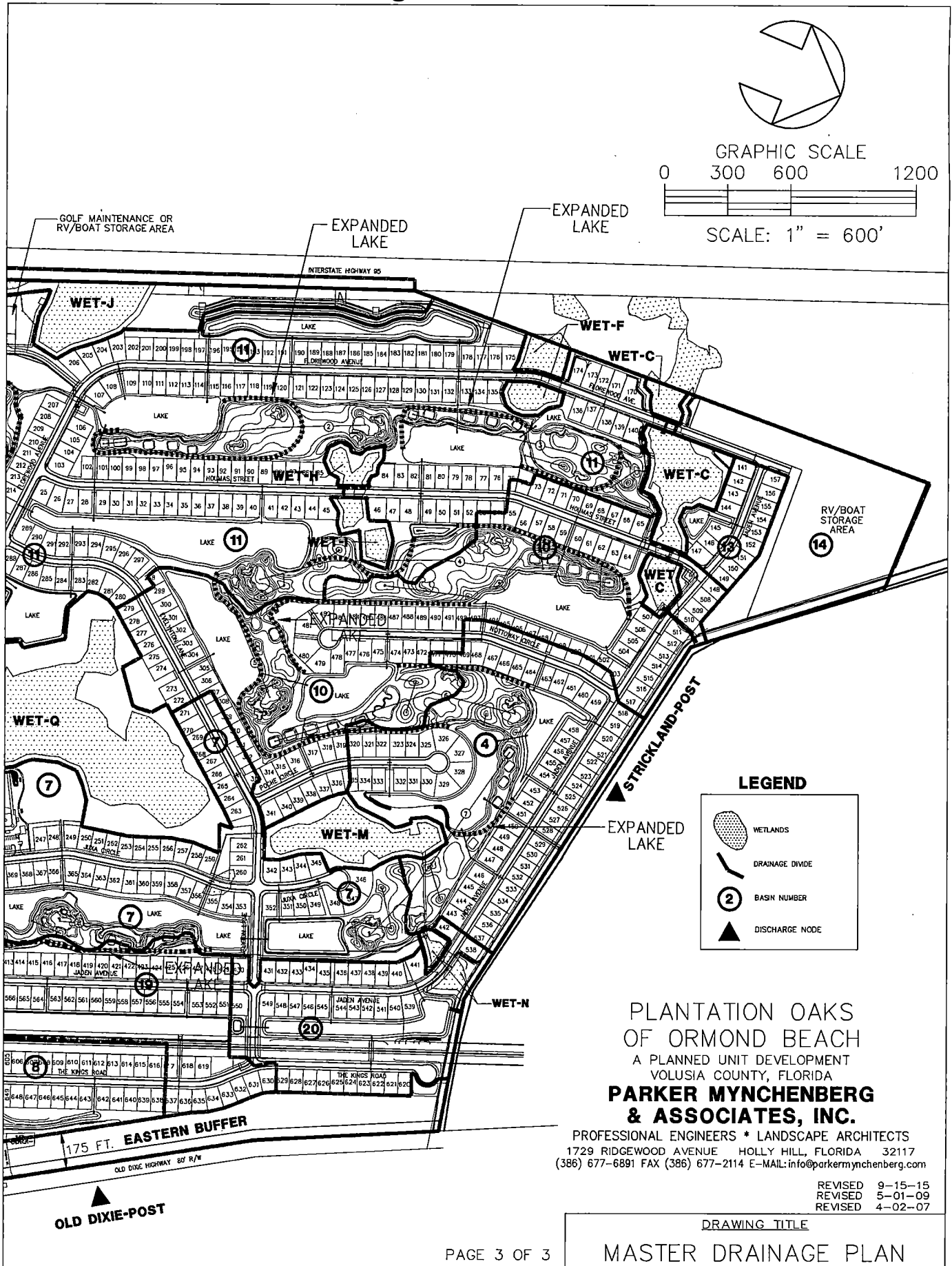


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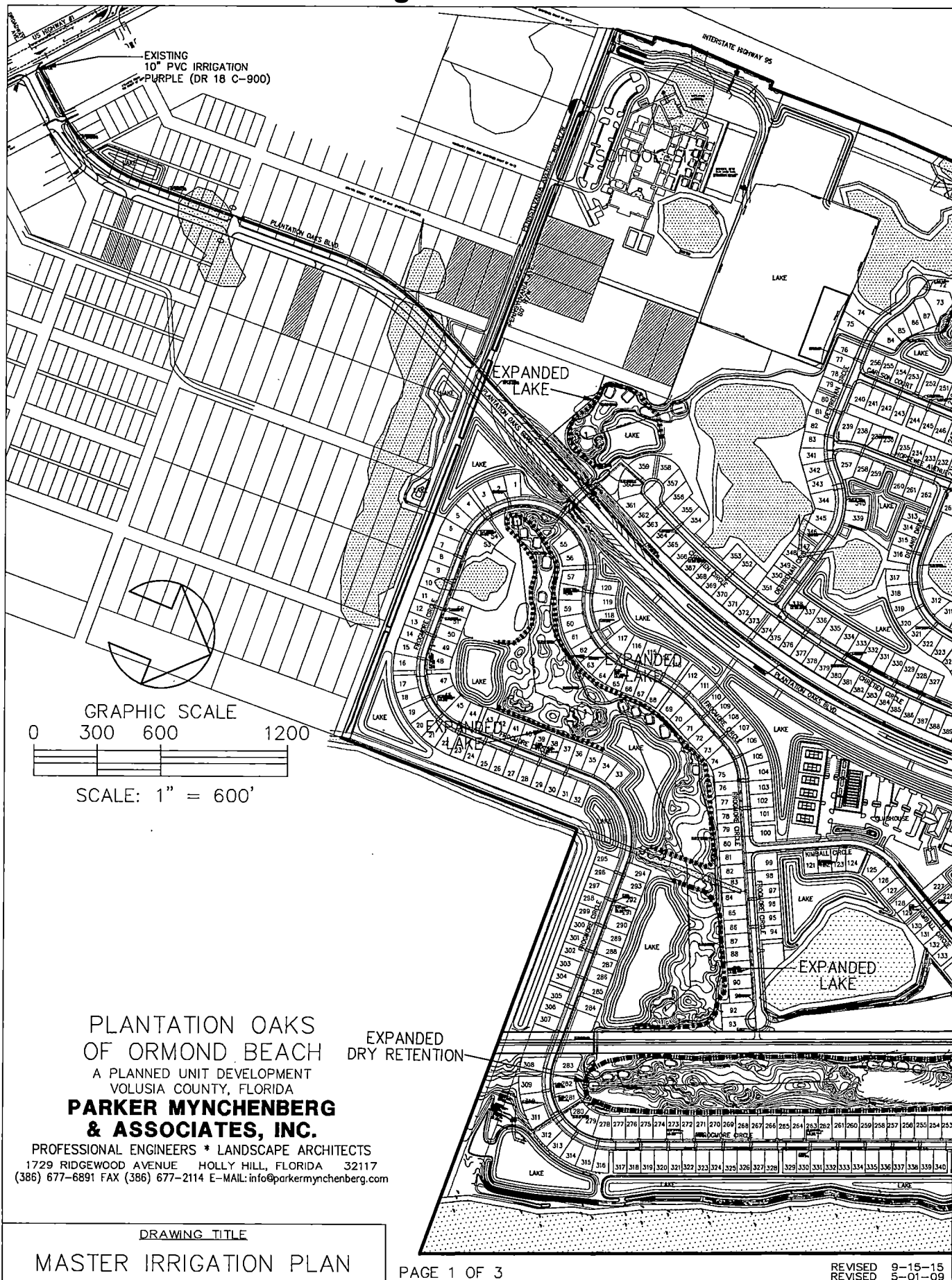


REVISED 9-15-15
REVISED 5-01-09

Instrument# 2015-240433 # 26
 Book: 7201
 Page: 1745



Instrument# 2015-240433 # 27
Book: 7201
Page: 1746



PLANTATION OAKS
OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

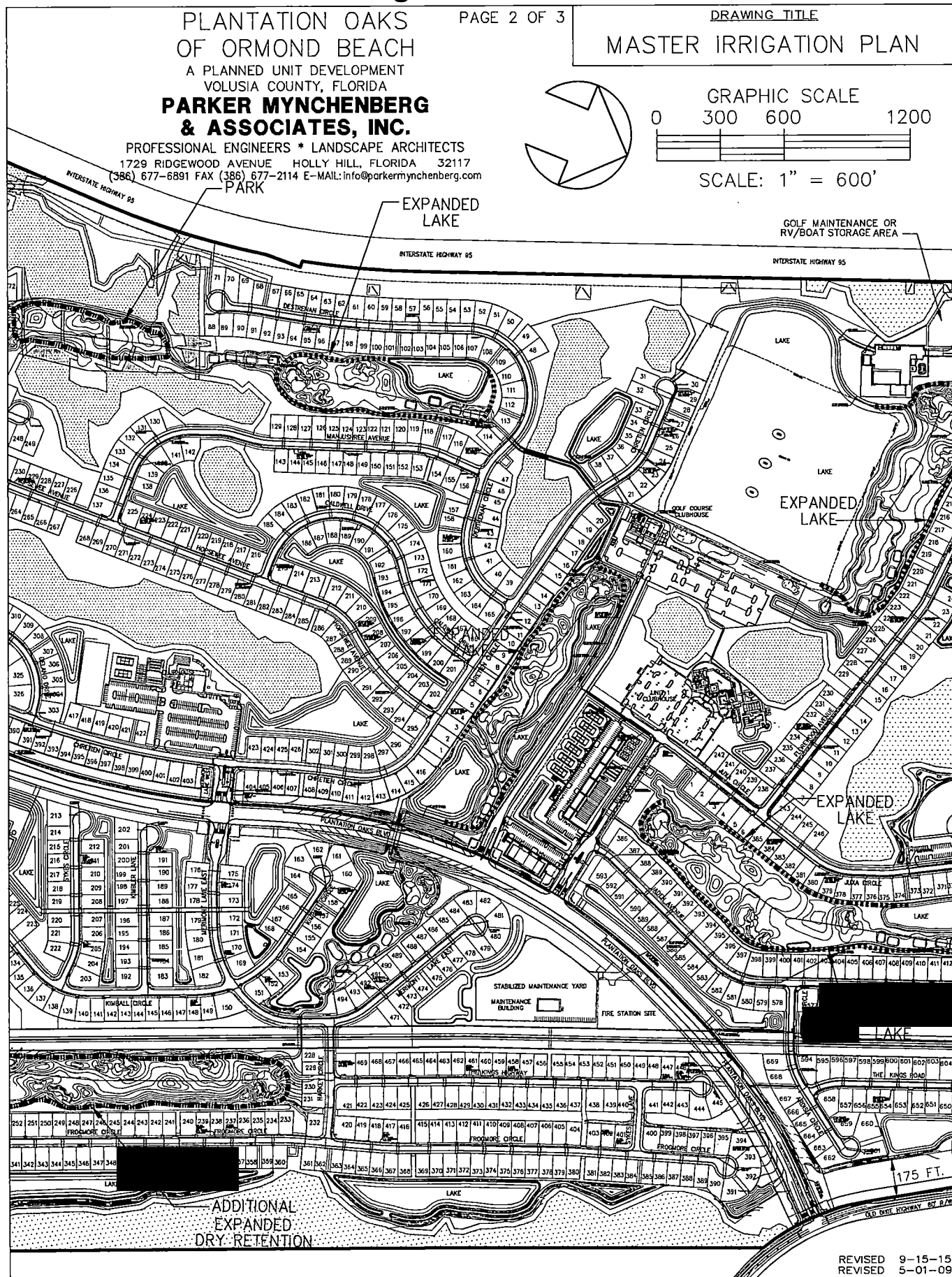
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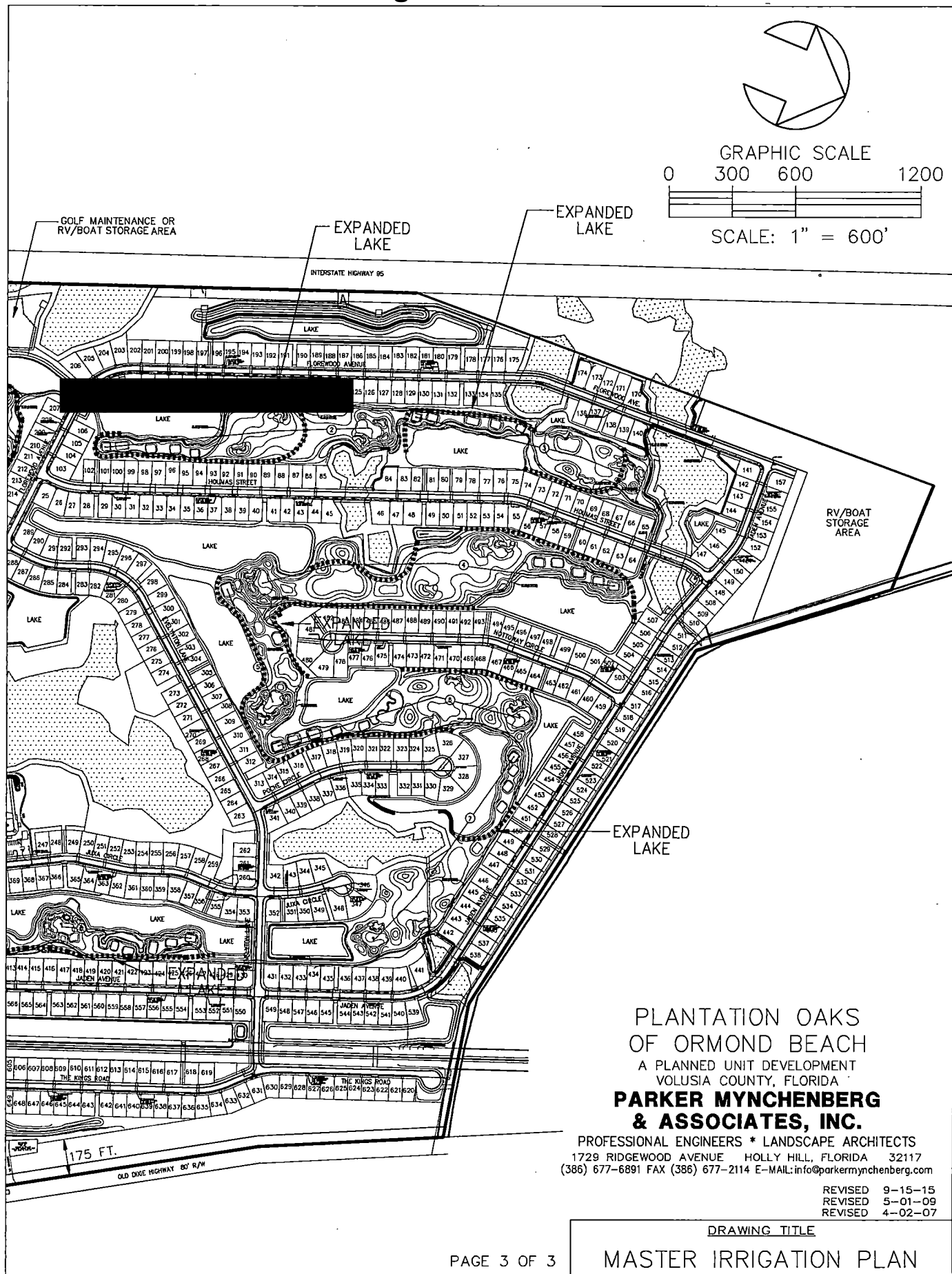
PAGE 1 OF 3

REVISED 9-15-15
REVISED 5-01-09

SHEET 21 OF 34



Instrument# 2015-240433 # 29
 Book: 7201
 Page: 1748



**PLANTATION OAKS
 OF ORMOND BEACH**
 A PLANNED UNIT DEVELOPMENT
 VOLUSIA COUNTY, FLORIDA
**PARKER MYNCHENBERG
 & ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

REVISED 9-15-15
 REVISED 5-01-09
 REVISED 4-02-07

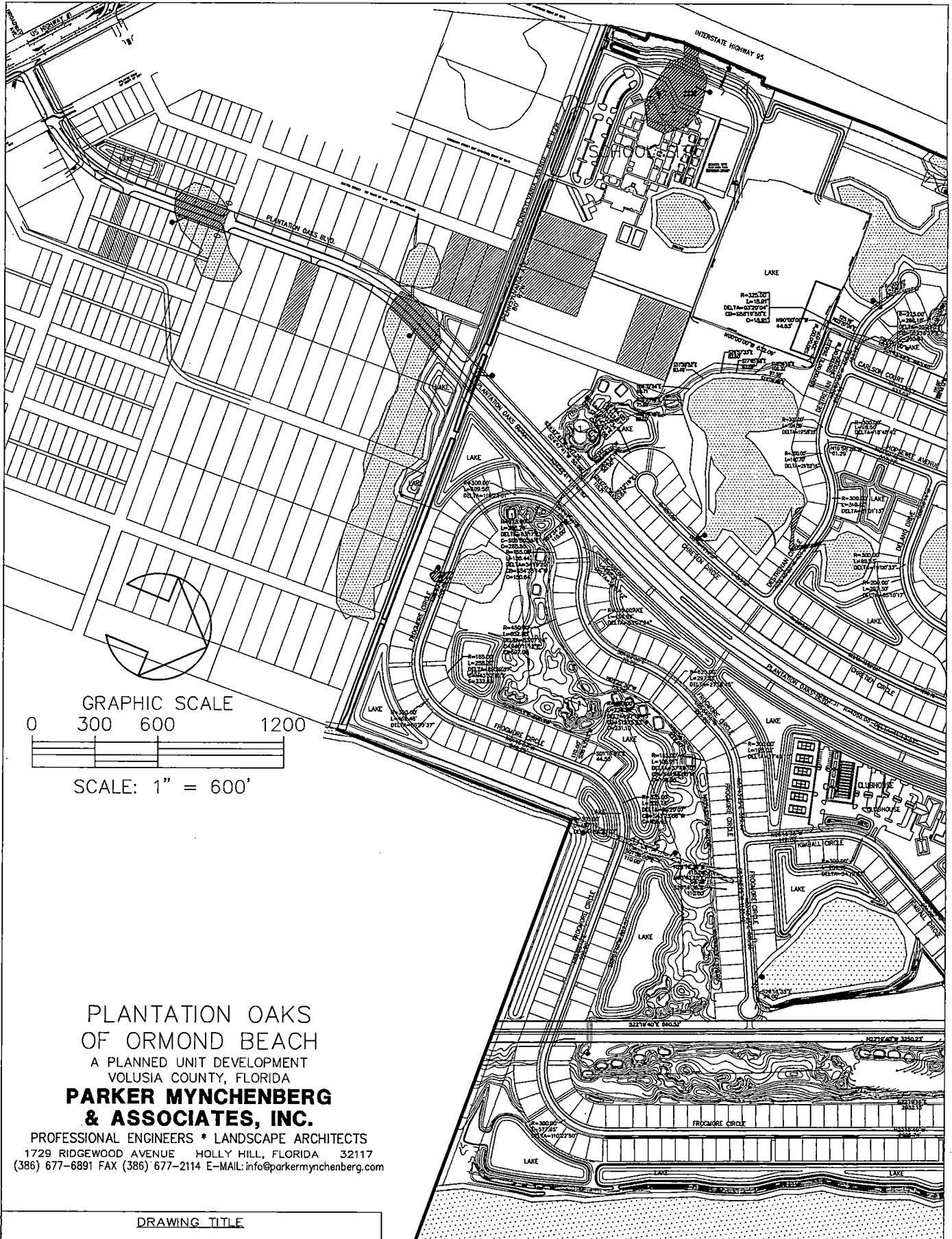
DRAWING TITLE

MASTER IRRIGATION PLAN

PAGE 3 OF 3

SHEET 23 OF 34

Instrument# 2015-240433 # 30
Book: 7201
Page: 1749



PLANTATION OAKS
OF ORMOND BEACH
A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

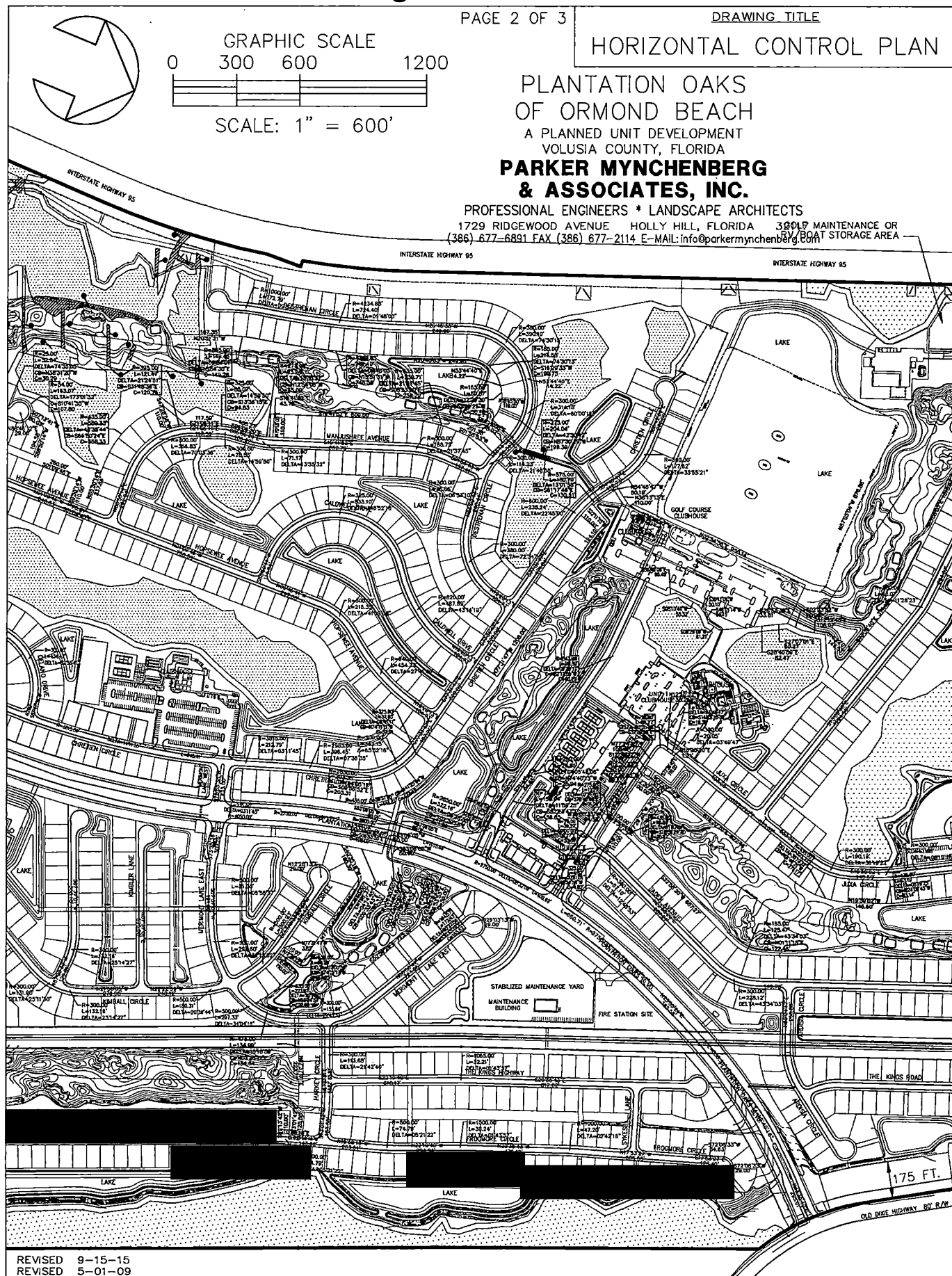
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

DRAWING TITLE
HORIZONTAL CONTROL PLAN

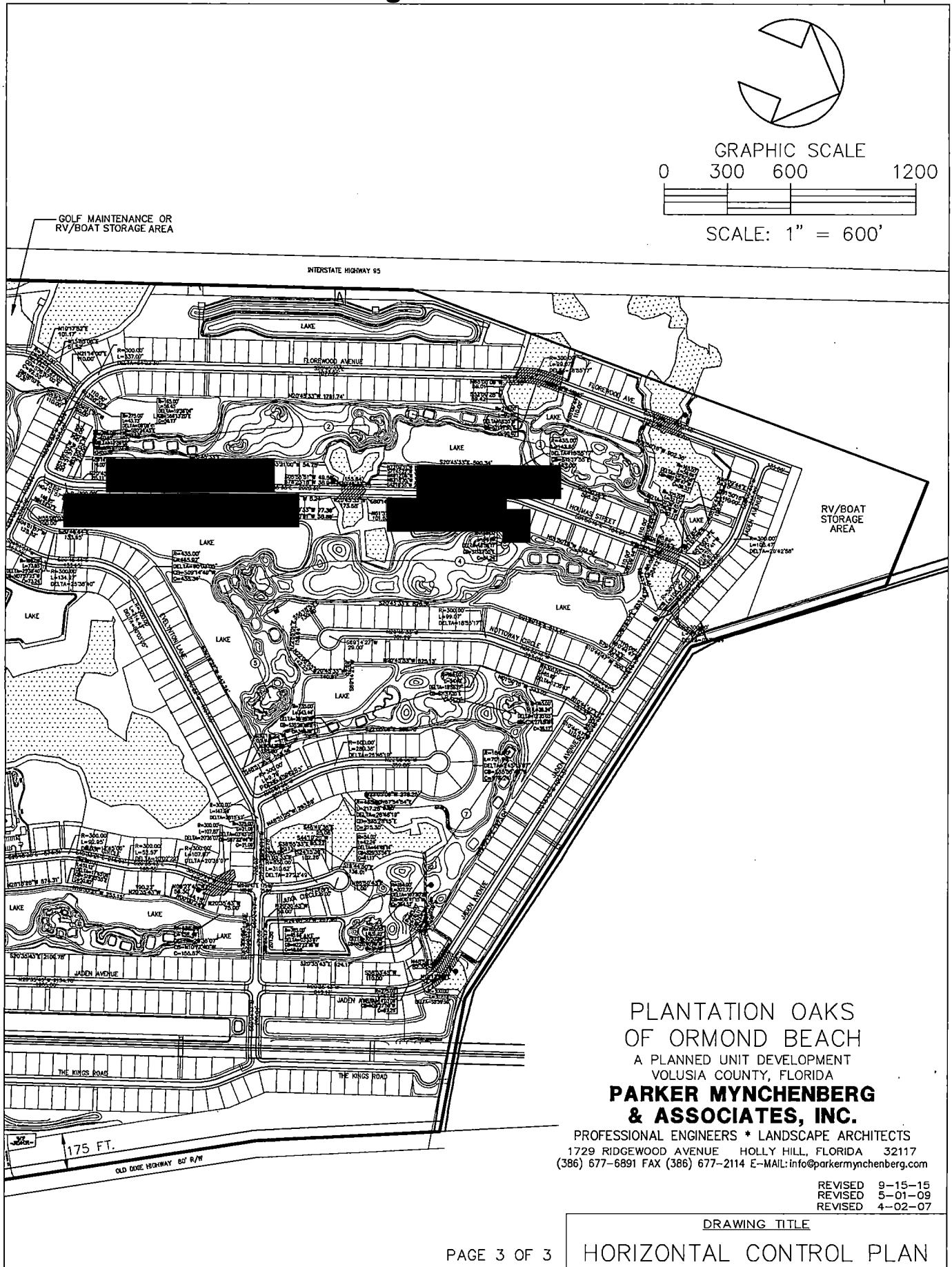
PAGE 1 OF 3

REVISED 9-15-15
REVISED 5-01-09

SHEET 32 OF 34



Instrument# 2015-240433 # 32
Book: 7201
Page: 1751



REVISED 9-15-15
REVISED 5-01-09
REVISED 4-02-07

PAGE 3 OF 3

HORIZONTAL CONTROL PLAN

SHEET 34 OF 34

Packet Pg. 965



**Growth and Resource Management
Planning and Development Services**

December 4, 2015

Mr. Parker Mynchenberg, P.E.
Parker Mynchenberg & Associates
1729 Ridgewood Avenue
Holly Hill, FL 32117

**RE: Rendition letter for MA-16-004
Minor Amendment Request
Plantation Oaks of Ormond Beach RPUD - Resolution 2012-24**

Dear Mr. Mynchenberg:

This office has not received any objections from the Volusia County Council regarding your requested minor amendment to the above-referenced resolution for the Plantation Oaks Residential Planned Unit Development (RPUD) zoned property. Therefore, the request to amend the RPUD written development agreement is hereby approved.

The requested amendment modifies certain provisions of the development agreement sections as follows:

Sections A.1. Master Development Plan; C. Phases of Development; 3. OS - Open Space subsection (d); G. Sewage Disposal, Potable Water and Site Irrigation; M. Tree Surveys and Replacements Requirements; O. Volusia County Impact Fees; P. Model Homes; and U. Clubhouse and Golf Clubhouse Construction Standards of the agreement.

These minor modifications are more specifically described below:

- Revision date for the new RPUD Preliminary Plan.
- Revises the project phasing schedule.
- Revision to allow use of natural vegetation within the internal street landscape buffer.
- Revises several sections to change the project water and sewer provider from Volusia County Utilities to the City of Ormond Beach.
- Revises the language for concerning when the golf or community clubhouses will be constructed.

EXHIBIT "B"
Page 213 of 246

Instrument# 2015-24043
Book: 7201
Page: 1753
Diane M. Matousek
Volusia County, Clerk of Court

8.B.d

Mr. Parker Mynchenberg, P.E.
December 4, 2015
Page 2

The Development Agreement is enclosed and requires the property owner(s) signature with notarization. Please return the document with a check made payable to the Clerk of Court in the amount of \$290.50 for the recording fees to:

Volusia County
Attention: Sara Payne, Room 202
Thomas C. Kelly Administration Center
123 W. Indiana Avenue
DeLand, FL 32720

The fee was calculated at the rate of \$10.00 for the first page and \$8.50 for each additional page (34 pages). The county staff will then have the agreement signed by the Volusia County Growth and Resource Management Director and sent for recording into the public records of Volusia County. Once the Clerk of Court provides the recorded document, county staff will provide you with the executed document with the official record book and page number stamp for your records.

The applicant is advised that any use or development of the subject property will be required to meet concurrency and other requirements of the adopted Volusia County

Please provide a copy of this letter and the recorded minor amendment document to the Land Development office and Building Permit office to assist in granting of any applicable development order and building permits.

If there are any questions about this process, please contact this office at (386) 736-5959.

Sincerely,


Scott Ashley, AICP
Senior Zoning Manager

Enclosure

C: Kelli McGee, Director, Growth & Resource Management Department
Palmer Panton, Director, Planning & Development Services Division
John Thomson, AICP, Land Development Manager
Shannon Eller, Assistant County Attorney
Marcy Zimmerman, Deputy Clerk
Zoning Technicians
Case file MA-16-004

July 15, 2016

**Volusia County
minor amendment**

**Book 7285
Pages 4169-4175**



**Growth and Resource Management
Planning and Development Services**

July 15, 2016

Mr. Parker Mynchenberg, P.E.
Managing Member
Plantation Oaks of Ormond Beach, LLC
1729 Ridgewood Avenue
Holly Hill, FL 32117

**RE: Rendition letter for MA-16-059 (RSN 844626)
Minor Amendment to Resolution 2012-24
Plantation Oaks of Ormond Beach Residential Planned Unit Development
(RPUD)**

Dear Mr. Mynchenberg:

This office has not received any objections from the Volusia County Council regarding your requested minor amendment to the above-referenced resolution for the Plantation Oaks of Ormond Beach Residential Planned Unit Development (RPUD) zoned property. Therefore, the request to amend the RPUD written development agreement is hereby approved.

The requested amendment modifies certain provisions of the development agreement section as follows:

- Amend Exhibit "B", Preliminary Plan, Sheets 3, 9, 12, 15, 18, 21, 28 and 32 of 34 referred to in the Development Agreement Book 4988, Pages 179 through 181, and 185-198, revised as shown; and Resolution No. 2012-24, Pages 7 and 39 revised as shown.
- Provide to the School Board of Volusia County an alternate school site and pre-pay school impact fees for the entire development.
- Amend Resolution No. 2012-24 to release the Plantation Oaks of Ormond Beach school site and reserve Future Development Rights on the site.

**IN RE: APPLICATION OF PARKER MYNCHENBERG, MANAGING MEMBER
PLANTATION OAKS OF ORMOND BEACH, L.L.C.**

**MINOR AMENDMENT TO ORDER AND RESOLUTION NO. 2012-24
PLANTATION OAKS OF ORMOND BEACH RPUD**

Whereas, Section 72-289(6) of the Zoning Ordinance of Volusia County, Florida provides for "Minor Amendments not altering the intent and purpose" of an approved Planned Unit Development's (PUD) Overall Development Plan; and

Whereas, Parker Mynchenberg, Managing Member of Plantation Oaks of Ormond Beach, LLC, duly filed a request for a "Minor Amendment" to Order and Resolution No. 2012-24.

Whereas, Exhibit "B", Preliminary Plan, Sheets 3, 9, 12, 15, 18, 21, 28 and 32 of 34 referred to in the Development Agreement Book 4988, Pages 179 through 181, and 185-198, are revised as shown; and Resolution No. 2012-24, Pages 7 and 39 are revised as shown.

Whereas, the Applicant would like to provide to the School Board of Volusia County an alternate school site and pre-pay school impact fees for the entire development.

Whereas, the Applicant would like to Revise Resolution No. 2012-24 to release the Plantation Oaks of Ormond Beach school site and reserve Future Development Rights on the site.

Whereas, the Zoning Enforcement Official for Volusia County issued approval of such "Minor Amendment" by letter dated July 15, 2016, a copy of which is attached hereto and recorded herewith; the purpose of this Minor Amendment is to revise Exhibit "B", Preliminary Plan.

Now, therefore, Order and Resolution No. 2012-24 is hereby amended by deleting certain language as shown by strikethrough and adding certain language by underline, as shown as such that the following development agreement sections and noted Exhibit "B", Preliminary Plan changes thereof are replaced in their entireties:

A. DEVELOPMENT CONCEPT

...

1. Master Development Plan. The Master Development Plan shall consist of the Preliminary Plan and revised Preliminary Plan prepared by Parker Mynchenberg & Associates, Inc., dated July 2, 2002 and revised May 01, 2009, September 15, 2015, and April 30, 2016. The Preliminary Plan was previously approved and incorporated as Exhibit "B" in Order and Resolution No. 2002-199 and amendment recorded in OR Book 6407, Page 456, and Order and Resolution No. 2012-24

and amendment recorded in OR 7201, Page 1720, in the Public Records of Volusia County, Florida, and remains in full force and effect by reference. The Master Development Plan was filed and retained for public inspection in the Growth and Resource Management Department and it constitutes a supplement to the Official Zoning Map of Volusia County.

E. DEVELOPMENT STANDARDS.

1. SF - Single-Family Standard, Single-Family Zero Lot Line Villas or Single-Family Mobile Home Dwellings

...

(b) Permitted Uses and Structures

- (1) Single-Family Dwellings
 - a) Single-Family Standard
 - b) Single-Family Zero Lot Line Villas
 - c) Mobile Homes
- (2) RV, Boat and Trailer Storage
- (3) Contractors Storage Yard (serving Plantation Oaks Development)
- (4) Maintenance Facilities
- (5) Temporary Sales Office
- (6) Model Center
- (7) Recreational Facilities
- (8) Entrance Guard Pavilion
- (9) Gazebos, Pavilions, Docks, Bleachers, and Decks.
- (10) Free Standing Restroom Facilities.
- (11) Utility Service Uses and Facilities, including treated sewage storage and disposal according to regulations of the Florida Department of Environmental Protection, access roads, and water treatment and storage facilities.
- (12) Excavations for Lakes and Stormwater Management Facilities serving the Community.
- (13) Service Area may include, but not be limited to irrigation well and pump, temporary storage of setup materials and maintenance equipment.
- (14) Communication systems, cable TV, antenna (maximum height 70 feet), and equipment.
- (15) Temporary Tree Farm/Plant Nursery for development use.
- ~~(16)~~ School Site
- ~~(17)~~(16) Fire Station

I. ACCESS AND TRANSPORTATION SYSTEM IMPROVEMENTS - All access and transportation system improvements shall be provided in accordance with the Land Development Code, as amended. The parcel shall be developed in substantial accordance with the following access and transportation system improvements.

1. Access. As part of the Phase 1 construction, Broadway Avenue, a 100 foot wide dedicated County road will be constructed from U.S. 1 to Old Dixie Highway per the Preliminary Development Plan. The 100-foot right-of-way will be renamed to Plantation Oaks Boulevard. A traffic study has been prepared by Traffic, Planning & Design, Inc. The number of driveways onsite proposed to intersect the Plantation Oaks Boulevard extension is as follows:

- ~~(a)~~ Entrance to school site.
- ~~(b)~~(a) Entrance to Phase 2.
- ~~(c)~~(b) Entrance to Phase 3.
- ~~(d)~~(c) Entrance to golf course clubhouse.
- ~~(e)~~(d) Entrance to Phase 1 development.
- ~~(f)~~(e) Entrance to power line and to the maintenance area.
- ~~(g)~~(f) Fire Station site
- ~~(h)~~(g) Other required emergency access points.

No other connections to U.S. 1, Old Dixie Highway, or the proposed Plantation Oaks Boulevard extension onsite are proposed. Plantation Oaks Boulevard will be designed and posted at a 45 mph design speed with the exception of the first curve east of U.S. 1, which will be designed and posted at a 35 mph design speed.

2. Transportation System Improvements.

...

A left hand turn lane and right hand turn lane are proposed at the intersection of Old Dixie Highway and Plantation Oaks Boulevard. The turn lanes will be designed in accordance with Volusia County specifications. Right and left turn lane requirements at U.S. 1 and Plantation Oaks Boulevard will be governed and permitted by the Florida Department of Transportation. No other turn lanes are proposed or required at the power line easement access to the maintenance area building. Traffic control devices will be provided as required by the Land Development Code. ~~Turn lanes for the School Site will be designed and constructed by the School Board with construction of~~

EXHIBIT "B"
Page 219 of 246

Instrument# 2016-143115 # E
Book: 7285
Page: 4173
8.B.d

~~the School Site.~~ The extension of Plantation Oaks Boulevard will be completed with the Phase 1 construction. Additionally, the Phase 1 construction will include turn lanes in Plantation Oaks Boulevard, as indicated above. Phase 1 construction will also include the construction of the entrance road to the golf clubhouse and the entrance road to Phase 1.

O. VOLUSIA COUNTY IMPACT FEES - The following impact fees will be paid to Volusia County by the Applicant, in accordance with Chapter 70 of the Volusia County Code of Ordinances.

...

The applicant proposes to donate a ~~23.11-acre~~ 14.35-acre school site ~~as indicated on the Preliminary Plan adjacent to Westside Elementary in the City of Daytona Beach,~~ to the Volusia County School Board, and prepay the remaining school impact fee for the entire age restricted development prior to December 30, 2016 satisfying school impact fee payment for the entire 1,577 age restricted site. ~~The site will front on Plantation Oaks Boulevard. A twelve-inch (12") potable water main and an eight-inch (8") sanitary force main shall be provided by the Applicant to the site with the Phase I improvements. The appraised value of the school site at the time of donation will be credited against the Phase I and subsequent phases School Impact Fees.~~

And Exhibit "B", Preliminary Plan, Sheets 3, 9, 12, 15, 18, 21, 28 and 32 of 34, prepared by Parker Mynchenberg & Associates, Inc., dated July 2, 2002 and revised on May 1, 2009, September 15, 2015, and April 30, 2016, are revised and hereto attached.

Except as otherwise expressly provided for herein, this amendment to Plantation Oaks Residential Planned Unit Development shall continue in full force and effect.

EXHIBIT "B"
Page 220 of 246

Instrument# 2016-143115
Book : 7285
Page : 4174
8.B.d

Said action has caused the preceding to be recorded in the Public Records of Volusia County, Florida.

Done and Ordered by the Zoning Enforcement Official for Volusia County, Florida, this 3rd day of August, 2016.

Volusia County Zoning Enforcement Official

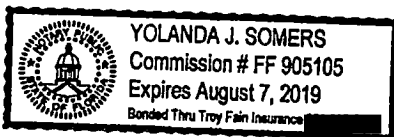
By: Scott Ashley
Scott Ashley, AICP
Senior Zoning Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me, the undersigned authority, this day personally appeared Scott Ashley, well known to me to be the Zoning Enforcement Official for Volusia County, and he acknowledge(s) executing the foregoing Minor Amendment Modification under authority duly vested in them by said County as such officers and for the uses and purposes expressed therein.

WITNESS my hand and official seal this 3RD day of August, 2016.

My Commission expires:



Yolanda J. Somers
Notary Public, State of Florida at Large

Plantation Oaks of Ormond Beach, LLC

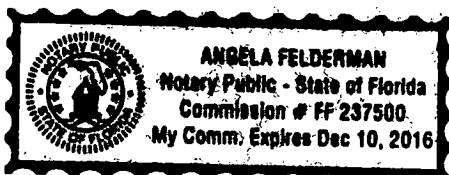
By: Parker Mynchenberg
Parker Mynchenberg, P.E.
Managing Member

STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me, the undersigned authority, this day personally appeared Parker Mynchenberg, well known to me to be the Managing Member of Plantation Oaks of Ormond Beach, LLC, and he acknowledge(s) executing the foregoing Minor Amendment Modification under authority duly vested in them by said County as such officers and for the uses and purposes expressed therein.

WITNESS my hand and official seal this 20 day of July, 2016.

My Commission expires:



Angela Felderman
Angela Felderman
Notary Public, State of Florida at Large

EXHIBIT "B"
Page 221 of 246

Instrument# 2016-1431
Book: 7285
Page: 4175
Diane M. Matousek
Volusia County, Clerk of Court

8.B.d

Mr. Parker Mynchenberg, P.E.
July 15, 2016
Page 2

The Minor Amendment is enclosed and requires the property owner(s) signature with notarization. Please return the document to:

Sara Payne
County of Volusia
Thomas C. Kelly Administration Center Room 202
123 West Indiana Avenue
DeLand, FL 32720

Please include a check made payable to the clerk of court in the amount of \$61.00 for the recording fees. The fee is calculated at the rate of \$10.00 for the first page and \$8.50 for each additional page (6 pages). The county staff will then have the agreement signed by the county Senior Zoning Manager and sent for recording into the Public Records of Volusia County. Once the clerk of court provides the recorded document, county staff will provide you with a copy of the executed document with the official record book and page number stamp for your records.

The applicant is advised that any use or development of the subject property will be required to meet concurrency and other requirements of the adopted Volusia County Comprehensive Plan and Land Development Code.

Please provide a copy of this letter and the recorded minor amendment document to the Land Development office and Building Permit office to assist in granting of any applicable development order and building permits.

If there are any questions about this process, please contact this office at (386) [REDACTED]

Sincerely,



Scott Ashley, AICP
Senior Zoning Manager

Enclosure: Minor Amendment: MA-16-059, Plantation Oaks of Ormond Beach Residential
Planned Unit Development (RPUD)

c: Jamie Seaman, Deputy County Attorney
Palmer M. Panton, Director, Planning & Development Services Division
Mike Nelson, Director, Building & Zoning Division
Marcy Zimmerman, Deputy Clerk
Zoning Technicians
Case file MA-16-059 (RSN 8)

August 17, 2018

**Volusia County
minor amendment**

**Book 7610
Pages 240-250**

EXHIBIT "B"
Page 223 of 246

**IN RE: APPLICATION OF PARKER MYNCHENBERG, MANAGING MEMBER
PLANTATION OAKS OF ORMOND BEACH, L.L.C. (MA-18-070)**

**MINOR AMENDMENT TO ORDER AND RESOLUTION #2002-199 and RESOLUTION #2012-24
PLANTATION OAKS OF ORMOND BEACH RPUD**

Whereas, Section 72-289(6) of the Zoning Ordinance of Volusia County, Florida provides for "Minor Amendments not altering the intent and purpose" of an approved Planned Unit Developments (PUD) Master Development Plan; and

Whereas, Parker Mynchenberg, Managing Member of Plantation Oaks of Ormond Beach, LLC, duly filed a request for a "Minor Amendment" to Order and Resolutions # 2002-199 and # 2012-24; and

Whereas, Exhibit "A" Legal Referred to in Resolution # 2002-199, Book 4988, Pages 177 and 178, is revised as shown; and

Whereas, the 65-foot x 110-foot Lot - Typical Landscape and Irrigation Plan on Sheet 25 of 34 of the Preliminary Plan referred to in the Development Agreement of Resolution # 2002-199, recorded in Official Record Book 4988, Page 140, and in the Development Agreement of Resolution # 2012-24, recorded in Official Record Book 6674, Page 2025, is revised as shown; and

Whereas, Resolution # 2014-24, Paragraph Q. Signage, Page 40 of 45, is revised to allow two entrance column signs pursuant to the location and specifications shown on Exhibit "C", attached hereto, subject to the applicable permit requirements of Volusia County.

Whereas, the Zoning Enforcement Official for Volusia County issued approval of such "Minor Amendment" by letter dated August 14, 2018, a copy of which is attached hereto and recorded herewith; the purpose of this Minor Amendment is to revise Exhibit "A" Legal Description by replacing Sheet 1 of 34 and 2 of 34; Exhibit "B" by replacing Page 25 of 34; and revising the signage language on Page 24 of 36 and Page 40 of 45; and

NOW THEREFORE, Order and Resolution # 2002-199 is hereby amended as such that the following pages thereof are replaced in their entireties:

...

Exhibit "A", Legal Description, Exhibit "A" Page 1 of 34 and Exhibit "A" Page 2 of 34 are replaced with revised Exhibit "A" Pages 1 thru 4 prepared by Sliger and Associates, Inc., dated May 22, 2018, are revised and hereto attached.

Exhibit "B", Page 25 of 34 Typical 65 ft. X 110 ft. Lot Landscape and Irrigation Plan and Plant List, prepared by Parker Mynchenberg & Associates, Inc., dated October 31, 2002, revised on June 4, 2018, are revised and hereto attached.

NOW THEREFORE, Order and Resolutions # 2002-199 and 2012-24 are hereby amended by adding certain language as shown by underline, as shown as such that the following development

agreement section and noted Exhibit "C", entrance column sign Preliminary Plan changes thereof are replaced in their entirety:

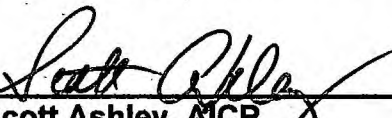
...
Q. SIGNAGE - The Preliminary Development Plan (Sheet 24 of 34) includes details, size, structure, and copy area for the signage proposed for the Development.

Major signs as indicated on the Preliminary Development Plan, are proposed at the Entrance to Phase 1, 2, and 3. Minor signs, as indicated on the Preliminary Development Plan, are proposed at the Golf Clubhouse entrance and at the intersection of Old Dixie Highway and Plantation Oaks Boulevard. Informational signs are proposed adjacent to Plantation Oaks Boulevard, north of intersection with Pennsylvania Avenue. Minimum 10-foot setback from Plantation Oaks Boulevard right-of-way, (2) two 9-foot tall brick columns with (2) two signs (1 per column), at the sales center and maintenance yard and will be monument signs, or 9-foot column, with a maximum copy area of 12 square feet.

...
Except as otherwise expressly provided for herein by this amendment to Plantation Oaks Residential Planned Unit Development, all other terms of the Plantation Oaks Resolution 2002-199 and Resolution 2012-24, and their Amendments, shall remain and continue in full force and effect by reference.

Said action has caused the preceding to be recorded in the Public Records of Volusia County, Florida.

ZONING ENFORCEMENT OFFICIAL

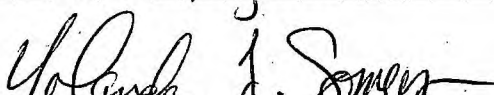
By: 
Scott Ashley, AICP
Senior Zoning Manager

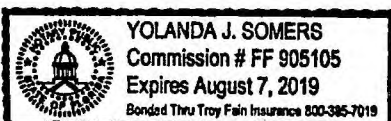
STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me, the undersigned authority, this day personally appeared Scott Ashley, well known to me to be the Zoning Enforcement Official for Volusia County, and he acknowledge(s) executing the foregoing Minor Amendment Modification under authority duly vested in them by said County as such officers and for the uses and purposes expressed therein.

WITNESS my hand and official seal this 17th day of August, 2018.

My Commission expires:


Notary Public, State of Florida at Large



Plantation Oaks of Ormond Beach, LLC

By: _____

Parker Mynchenberg, P.E.
Managing Member

STATE OF FLORIDA
COUNTY OF VOLUSIA

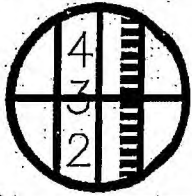
Before me, the undersigned authority, this day personally appeared Parker Mynchenberg, P.E., well known to me to be the Managing Member of Plantation Oaks of Ormond Beach, LLC, and he acknowledge(s) executing the foregoing Minor Amendment Modification under authority duly vested in them by said County as such officers and for the uses and purposes expressed therein.

WITNESS my hand and official seal this 27 day of August, 2018.

My Commission expires:



Angela Felderman
Notary Public, State of Florida at Large



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD

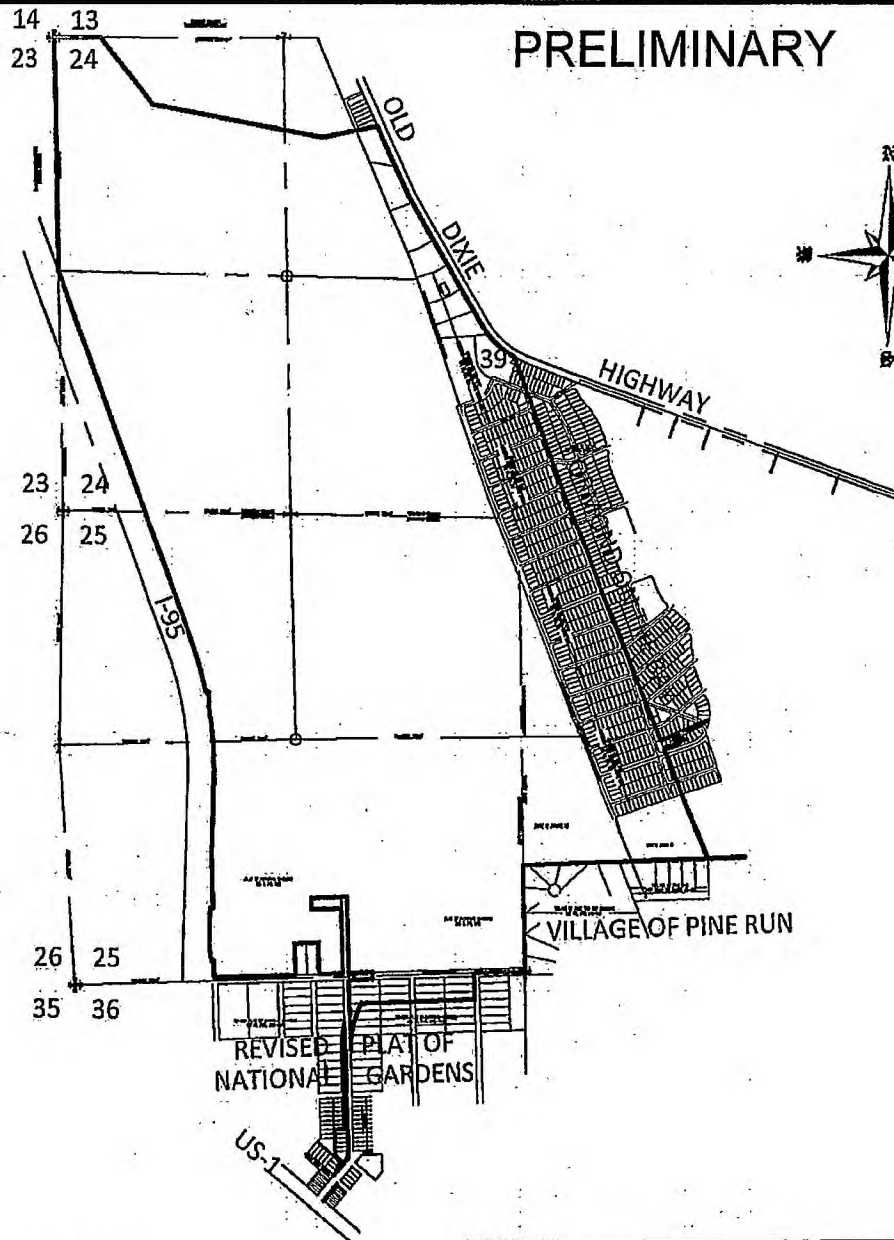
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EXHIBIT "A"



SKETCH OF DESCRIPTION ONLY
THIS IS NOT A BOUNDARY SURVEY

FOR: PLANTATION OAKS OF ORMOND BEACH, LLC
AND PLANTATION OAKS OF ORMOND BEACH II, LLC

DESCRIPTION: SEE SHEET 2 OF 2

JOB #17-0391

SCALE: 1"=2000'

FIELD BOOK:

PAGE:

ABBREVIATIONS

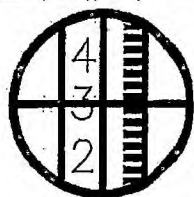
(P)	PLATTED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
ID	IDENTIFICATION
A/O	AIR CONDITIONER
R/W	RIGHT OF WAY
C.	CENTERLINE
D	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 1 OF 2

LEGEND

- IRON ROD WITH CAP
- IRON PIPE
- CONCRETE MONUMENT
- PERMANENT REFERENCE MONUMENT
- △ PERMANENT CONTROL POINT
- (R) RADIAL LINE
- (NR) NON-RADIAL LINE
- EXISTING ELEVATION
- PROPOSED ELEVATION

Minor Amendment to Resolutions 2002-199 and 2012-24



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LEGAL DESCRIPTION:

PRELIMINARY

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND PART OF SECTION 30, TOWNSHIP 13 SOUTH RANGE 32 EAST, AND PART OF THE JOHN ADDISON GRANT LYING IN SECTION 40, TOWNSHIP 13 SOUTH, RANGE 32 EAST, PART OF ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 42 THROUGH 59, INCLUSIVE, PART OF ORMOND ON THE BAY SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGES 68 THROUGH 72, PART OF NATIONAL GARDENS, ACCORDING TO THE MAP THEREOF AS RECORDED IN MAP BOOK 7, PAGE 108, PART OF NATIONAL GARDENS, ACCORDING TO THE MAP THEREOF AS RECORDED IN MAP BOOK 11, PAGES 1 THROUGH 5, INCLUSIVE, AND PART OF THE REVISED PLAT OF NATIONAL GARDENS AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 24, TOWNSHIP 13 SOUTH RANGE 31 EAST, THENCE S89°57'37"E ALONG THE NORTH LINE OF SECTION 24 A DISTANCE OF 530.94 FEET; THENCE S39°18'33"E DEPARTING SAID SECTION LINE A DISTANCE OF 970.33 FEET; THENCE S79°15'13"E A DISTANCE OF 1984.77 FEET; THENCE N78°39'47"E A DISTANCE OF 641.29 FEET TO THE WESTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY; THENCE S24°59'47"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 879.74 FEET; THENCE S30°58'22"E CONTINUING ALONG SAID RIGHT OF WAY A DISTANCE OF 1655.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID RIGHT OF WAY HAVING A CENTRAL ANGLE OF 30°03'15", A RADIUS OF 1040.00 FEET, FOR AN ARC LENGTH OF 545.52 FEET; THENCE S21°49'13"E DEPARTING SAID RIGHT OF WAY LINE A DISTANCE OF 1426.20 FEET; THENCE S22°16'55"E A DISTANCE OF 3230.17 FEET; THENCE N67°40'20"E A DISTANCE OF 584.17 FEET; THENCE S61°20'15"W A DISTANCE OF 453.17 FEET; THENCE N86°20'15"E A DISTANCE OF 156.23 FEET; THENCE S67°40'20"W A DISTANCE OF 281.86 FEET; THENCE S22°16'55"E A DISTANCE OF 1337.51 FEET TO A POINT ON THE NORTH LINE OF THE VILLAGE OF PINE RUN, AS RECORDED IN MAP BOOK 35, PAGES 40 THROUGH 45, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S88°08'55"W ALONG THE SAID NORTH LINE AND ITS WESTERLY PROJECTION A DISTANCE OF 2134.80 FEET TO THE NORTHWEST CORNER OF THE VILLAGE OF PINE RUN 2ND ADDITION, AS RECORDED IN MAP BOOK 35, PAGES 148 AND 149, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S01°17'28"E ALONG THE WEST LINE OF THE VILLAGE OF PINE RUN, 2ND ADDITION, A DISTANCE OF 1198.65 FEET TO THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AFORESAID; THENCE S88°22'40"W ALONG THE SOUTH LINE OF SAID SECTION 25 A DISTANCE OF 587.30 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST RIGHT OF WAY LINE OF MANTANZAS STREET AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S02°05'06"E ALONG THE SAID WEST RIGHT OF WAY A DISTANCE OF 298.90 FEET TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 3, REVISED PLAT OF NATIONAL GARDENS, AFORESAID; THENCE S87°58'56"W ALONG THE SOUTH LINE OF SAID LOT 3, BLOCK 3 AND ALONG THE SOUTH LINE OF LOT 3, BLOCK 4, LOT 3, BLOCK 5 AND LOT 3, BLOCK 6, A DISTANCE OF 1307.40 FEET; THENCE S24°47'41"W DEPARTING SAID SOUTH LOT LINE, A DISTANCE OF 31.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 26°52'48", A RADIUS OF 1096.00 FEET, A CHORD BEARING OF S11°21'17"W, FOR AN ARC LENGTH OF 514.18 FEET, SAID POINT BEING ON THE EAST RIGHT OF WAY OF HAMMOND STREET, AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, AFORESAID; THENCE N02°05'06"W ALONG THE SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 792.50 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, AS SHOWN ON THE AFORESAID REVISED PLAT OF NATIONAL GARDENS; THENCE N88°22'40"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 267.31 FEET; THENCE N01°16'57"W A DISTANCE OF 80.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY OR PENNSYLVANIA AVENUE AS SHOWN ON THE PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 7, PAGE 108, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S88°22'40"W ALONG THE NORTH RIGHT OF WAY LINE, A DISTANCE OF 268.26 FEET TO THE EAST RIGHT OF WAY LINE OF HAMMOND AVENUE, SAID PLAT OF NATIONAL GARDENS; THENCE N02°05'06"W ALONG THE EAST RIGHT OF WAY LINE, A DISTANCE OF 855.40 FEET; THENCE S88°22'40"W ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 9, BLOCK 172, SAID PLAT OF NATIONAL GARDENS, A DISTANCE OF 405.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE S02°05'06"E ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 126.20 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE N88°22'40"E ALONG THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 345.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HAMMOND AVENUE, AFORESAID; THENCE S02°05'06"E ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 729.20 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF PENNSYLVANIA AVENUE, AFORESAID; THENCE S88°22'40"W ALONG THE SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 276.00 FEET TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 172, PLAT OF NATIONAL GARDENS, AFORESAID; THENCE N02°05'06"W ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 350.60 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE S88°22'40"W ALONG THE NORTH LINE OF SAID LOT 3 AND LOT 2, A DISTANCE OF 276.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2, THENCE S02°05'06"E ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 350.60 FEET TO THE NORTH RIGHT OF WAY OF PENNSYLVANIA AVENUE, AFORESAID; THENCE S88°22'40"W ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 927.11 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF INTERSTATE HIGHWAY 1-95; THENCE NORTHERLY ALONG THE EASTERLY LINE OF INTERSTATE 1-95 THE FOLLOWING COURSES AND DISTANCES, N17°17'31"W A DISTANCE OF 6.79 FEET; N01°39'54"W A DISTANCE OF 181.15 FEET; S88°20'06"W A DISTANCE OF 30.00 FEET; N08°19'09"W A DISTANCE OF 176.50 FEET; N01°08'35"E A DISTANCE OF 417.56 FEET; N88°20'06"E A DISTANCE OF 30.00 FEET; N01°39'54"W A DISTANCE OF 611.55 FEET; N01°08'35"E A DISTANCE OF 849.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11°34'37", A RADIUS OF 3969.83 FEET, A CHORD BEARING OF N04°38'44"W, FOR AN ARC LENGTH OF 802.13 FEET; THENCE N01°39'54"W A DISTANCE OF 169.89 FEET; THENCE S88°20'06"W A DISTANCE OF 30.00 FEET; TO A POINT ON A CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07°50'06", A RADIUS OF 3969.83 FEET, A CHORD BEARING OF N16°50'30"W, FOR AN ARC LENGTH OF 542.86 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N20°45'33"W A DISTANCE OF 4504.55 FEET TO A POINT ON THE WEST LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE DEPARTING THE EASTERLY LINE OF INTERSTATE 1-95, N01°50'18"W ALONG THE WEST LINE OF SECTION 24 A DISTANCE OF 2820.50 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM LOT 9, BLOCK 192, LOTS 13 AND 15, BLOCK 195, LOTS 11 AND 12, BLOCK 196, LOT 18, BLOCK 200, ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 42 THROUGH 59, INCLUSIVE, AND LOT 13, BLOCK 217, ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 68 THROUGH 72, INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA. (CONTINUED ON SHEET 3 OF 4)

SHEET 2 OF 4

**SLIGER & ASSOCIATES, INC.**

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

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LEGAL DESCRIPTION: (CONTINUED FROM SHEET 2 OF 4)

TOGETHER WITH

PRELIMINARY**PARCEL 2**

FROM THE POINT OF COMMENCEMENT OF PARCEL 2 AS DESCRIBED IN THE ABOVE PARCEL 1 DESCRIPTION; THENCE S87°54'30"W, 100.00 FEET TO THE POINT OF BEGINNING OF PARCEL 2 AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1,196.00 FEET AND CENTRAL ANGLE OF 14°51'36" WITH A CHORD BEARING N05°20'42"E 309.32 FEET; THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 310.19 FEET TO A POINT ON THE EAST LINE OF LOT 6, BLOCK 7, SAID POINT ALSO LYING ON THE WEST RIGHT OF WAY LINE OF HAMMOND STREET, A 60.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID WEST RIGHT OF WAY LINE, S02°05'06"E, 776.05 FEET TO THE NORTH RIGHT OF WAY LINE OF INDIANA AVENUE, A 60.00 FOOT PUBLIC RIGHT OF WAY, AND THE SOUTHEAST CORNER OF LOT 7, BLOCK 21, SAID REVISED PLAT OF NATIONAL GARDENS, SAID POINT ALSO BEING THE POINT OF COMMENCEMENT OF PARCEL 3; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF INDIANA AVENUE, S87°58'51"W, 40.00 FEET; THENCE N02°05'06"W, 469.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 26,979 SQ. FT. OR 0.62 ACRES, MORE OR LESS.

TOGETHER WITH

PARCEL 3

FROM THE POINT OF COMMENCEMENT OF PARCEL 3 AS DESCRIBED IN THE ABOVE PARCEL 2 DESCRIPTION; THENCE ALONG THE WEST RIGHT OF WAY LINE OF HAMMOND STREET, A 60.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, S02°05'06"E, 60.00 FEET TO THE NORTHEAST CORNER OF LOT 1 BLOCK 34, SAID POINT ALSO LYING ON THE SOUTH RIGHT OF WAY LINE OF INDIANA AVENUE, A 60.00 FOOT PUBLIC RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS AND THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY OF HAMMOND STREET, S02°05'06"E, 669.32 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF BROADWAY AVENUE, A 100.00 FOOT PUBLIC RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, S40°14'32"W, 91.23 FEET TO THE SOUTHEAST CORNER OF LOT 13, BLOCK 34, SAID POINT ALSO BEING THE NORTH RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY AS SHOWN ON SAID REVISED PLAT OF NATIONAL GARDENS AND SAID POINT BEING THE POINT OF COMMENCEMENT FOR PARCEL 4; THENCE ALONG THE SOUTH LINE OF SAID LOT 13 AND THE NORTH RIGHT OF WAY LINE OF SAID ALLEY, N49°46'30"W, 119.77 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13 AND THE EAST RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY AS SHOWN ON SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG SAID EAST RIGHT OF WAY LINE AND THE WEST LINE OF LOTS 13, 12, 11, 10, 9, AND 8, BLOCK 34, N02°05'06"W, 306.32 FEET TO THE NORTHWEST CORNER OF SAID LOT 8, BLOCK 34; THENCE ALONG THE NORTH LINE OF SAID LOT 8, BLOCK 34, N87°58'51"E, 110.00 FEET; THENCE DEPARTING SAID NORTH LINE OF LOT 8, N02°05'06"W, 350.00 FEET TO SAID SOUTH RIGHT OF WAY LINE OF INDIANA AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, N87°58'51"E, 40.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 66,386 SQ. FT. OR 1.52 ACRES, MORE OR LESS.

TOGETHER WITH

PARCEL 4

FROM THE POINT OF COMMENCEMENT OF PARCEL 4 AS DESCRIBED IN THE ABOVE PARCEL 3 DESCRIPTION; THENCE S40°14'32"W, 15.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF LOT 14, BLOCK 34 AND SAID POINT ALSO LYING ON THE NORTHWESTERLY RIGHT OF WAY LINE OF BROADWAY AVENUE, A 100.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, S40°14'32"W, 150.00 FEET TO THE SOUTHEAST CORNER OF LOT 16, BLOCK 34, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 16, N49°46'18"W, 2.74 FEET TO THE BEGINNING OF A NON TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 863.95 FEET AND CENTRAL ANGLE OF 13°15'15" WITH A CHORD BEARING N28°24'47"E, 153.25 FEET; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 153.59 FEET TO THE NORTHERLY LINE OF SAID LOT 14, BLOCK 34 AND THE SOUTHERLY RIGHT OF WAY LINE OF SAID 15.00 FOOT ALLEY; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 14 AND THE SOUTHERLY LINE OF SAID ALLEY, S49°46'18"E, 34.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,313 SQ. FT. OR 0.05 ACRES, MORE OR LESS.

**SLIGER & ASSOCIATES, INC.**

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

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SURVEYORS NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.

2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

3. BEARING STRUCTURE ASSUMED WITH THE BEARING ON THE NORTH LINE OF SECTION 24 BEING S89°57'37E.

4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.

5. ELEVATIONS REFER TO N.G.V.D. OF 1929, PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION MONUMENT 79-78-A36 HAVING A PUBLISHED ELEVATION OF 17.10 FEET.

6. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE "X", "AH" AND "A". THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. MAP NOS. 12127C0182J, 12127C0201H & 12127C0203J. MAP EFFECTIVE DATE: FEBRUARY 19, 2014. APPROXIMATE SCALE: 1"=1000'.

7. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."

8. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

9. LIST OF LOTS (NOT VACATED) THAT ARE BI-SECTED BY THE EAST PROPERTY LINE OF THIS SKETCH OF DESCRIPTION:

ORMOND ON THE BAY, OAKWOOD PARK SECTION - PART ONE: LOTS 9 & 10, BLOCK 182; LOTS 10 & 13, BLOCK 180; LOTS 1 THRU 20, BLOCK 179; LOT 1, BLOCK 178; LOTS 2 & 3, BLOCK 187; LOTS 17 & 18, BLOCK 174

ORMOND ON THE BAY, OAKWOOD PARK SECTION - PART SIX: LOTS 17 & 18, BLOCK 173; LOTS 18 THRU 22, BLOCK 191

ORMOND ON THE BAY, OAKWOOD PARK SECTION - PART FOUR: LOTS LOTS 3 & 4, THE NORTH 1/2 OF LOT 5, LOTS 24, 25, & 26, BLOCK 203

PRELIMINARY**REFERENCE:**

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF	PLANTATION OAKS OF ORMOND BEACH, LLC	5-22-18	17-0391
DESCRIPTION	PLANTATION OAKS OF ORMOND BEACH II, LLC		
NOT CERTIFIED	TO ANY ENTITIES AND/OR INDIVIDUALS OTHER	THAN THOSE LISTED ABOVE.	

SHEET 4 OF 4

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

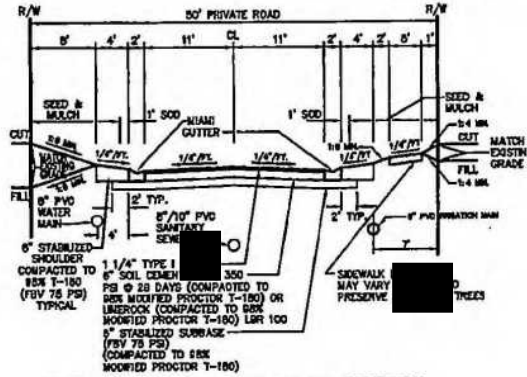
FOR: PLANTATION OAKS OF ORMOND BEACH, LLC AND PLANTATION OAKS OF ORMOND BEACH II, LLC

	DATE	JOB NO.	P.G.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION	5-22-18	17-0391		DH	JZ
BOUNDARY SURVEY					
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

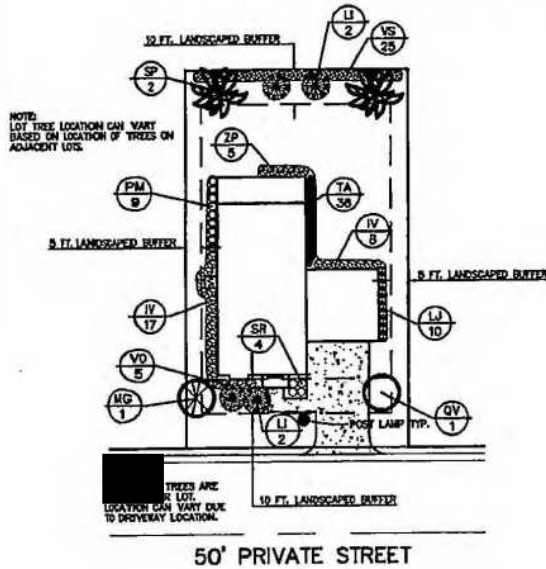
I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J.E. ZAPERT, P.L.S. NO. 4046
STEVEN T. KRUGER, P.L.S. NO. 4722
C.O. VAN KLEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 8208

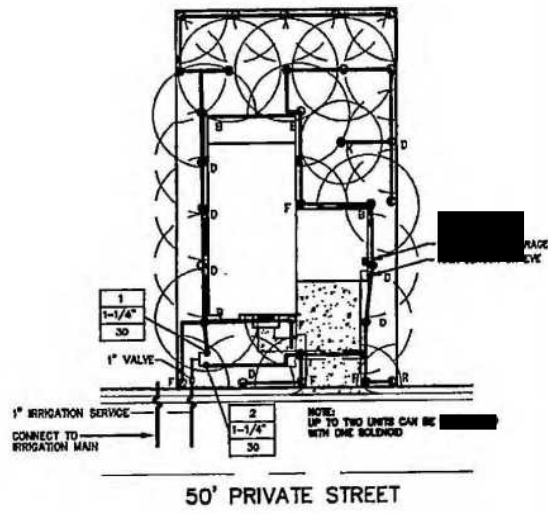
Exhibit "B"



TYPICAL 50' PRIVATE ROAD SECTION
SCALE 1"=10'



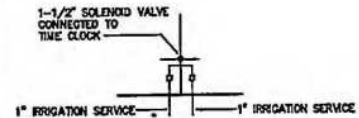
TYPICAL 65' X 110' LOT
TYPICAL LANDSCAPE
1" = 20'



TYPICAL 65' X 110' LOT
TYPICAL IRRIGATION
1" = 20'

PLANT LIST					
SYMBOL	AREA	QTY.	RETENTION NAME	COMMON NAME	SIZE
TA	35		TRACHELOSPERUM AGASTHUM	ASIANIC WAGMINE	1 GAL., 12"-16" SPD, 24" HT.
PM	9		ZABBA PUSLA	COONTE	3 GAL., 24" HT. MRL, 30" D.C.
VO	5		VIBURNUM COCCINEUM	SWEET VIBURNUM	3 GAL., 24" HT. MRL, 30" D.C.
VS	35		VERBENA	HURRICAN	3 GAL., 30" D.C. 24" HT. MRL.
PM	9		PODOCARPUS MACROPHYLLA	YEW	7 GAL., 30" D.C. 24" HT. MRL.
LI	10		LIGULASTROPHUM	LOUISIANA	3 GAL., 30" D.C. 24" HT. MRL.
SR	4		STREPTOCARPUS	BIRD OF PARADISE	3 GAL., 30" D.C. 24" HT. MRL.
IV	25		IVY	YALPOM HOLLY	3 GAL., 30" D.C. 24" HT. MRL.
LI	4		LIGULASTROPHUM	ORANGE MYRTLE	15 GAL. MRL, 30" D.C. 24" HT. MRL.
OV	1		OVERGROWN	LIVE OAK	30 GAL., 12"-14" HT. 2.5" DIA. CAL.
SP	4		SABAL PALMETTO	SABAL PALM	14"-16" CLEAN TRUNK
MG	1		MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	30 GAL., 12"-14" HT. 2.5" DIA. CAL.

* DENOTES NATIVE PLANT SPECIES



**PLANTATION OAKS
OF ORMOND BEACH**
A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) (386) 877-2114 E-MAIL: info@parkermynchenberg.com

PAGE 2 OF 4

DRAWING TITLE
SIGNAGE AND PAVING DETAILS

REVISED 6/4/18

EXHIBIT B SHEET 25 OF 34





Growth and Resource Management
Planning and Development Services

August 17, 2018

Parker Mynchenberg
Parker Mynchenberg and Associates, Inc.
1729 Ridgewood Avenue
Holly Hill, Florida 32177

**RE: MA-18-070: Minor Amendment Request
Resolutions #2002-199 and #2012-24
Plantation Oaks of Ormond Beach Residential Planned Unit
Development (RPUD)**

Dear Mr. Mynchenberg:

This office has not received any comments or objections from the Volusia County Council nor the County Manager regarding your requested minor amendment to the above-referenced RPUD. Therefore, the proposed amendment to modify the agreement as follows is hereby approved:

- Amend Exhibit "B", Preliminary Plan, Sheet 24 of 34 in the Resolution 2002-199, recorded Book 4988, Pages 201, and revised as shown.
- Amend Resolution No. 2012-24, Paragraph Q. *Signage*, Book 6674, Page 2025, to add the allowance for two new project sign columns, nine-feet in height, located at the southern entrance to Plantation Oaks.
- Amend Resolution No. 2012-24, Exhibit "A" Legal Description, which incorporates acquired outlier parcels already anticipated to be part of Plantation Oaks by the Preliminary Plan.

The RPUD minor amendment document is enclosed and requires the property owner(s) signature with notarization. Please return the document (with original signature) to the Current Planning office with a check made payable to the clerk of court in the amount of \$95.00 for the recording fees. The fee was calculated at the rate of \$10.00 for the first page and \$8.50 for each additional page (ten pages).

EXHIBIT "B"
Page 233 of 246

Page 2

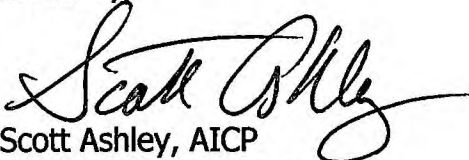
The county staff will then have the agreement signed by the county Zoning Enforcement Official and sent for recording into the public records of Volusia County. Once the clerk of court provides the recorded document, county staff will provide you with the executed document with the official record book and page number stamp for your records.

The applicant is advised that any use or development of the subject property will be required to meet concurrency and other requirements of the adopted Volusia County Comprehensive Plan and Land Development Code.

Pursuant to section 72-378, County Code, any aggrieved party may request an appeal before the county council within ten (10) working days after the rendition of the commission's decision. Please contact the Planning office at (386) 736-5959, for more information on the procedure for an appeal or rehearing application.

If you have any questions, please contact the Current Planning office at (386) 736-5959.

Sincerely,



Scott Ashley, AICP
Senior Zoning Manager

Attachment: Minor Amendment Agreement

c: Clay Ervin Director, Growth and Resource Management Department
Palmer Panton, Director, Planning and Development Services
John Thomson, Land Development Manager
Case File (916753)

January 10, 2019

**Volusia County
minor amendment**

**Book 7644
Pages 2820-2831**

EXHIBIT "B"**Page 235 of 246****Volusia County**
FLORIDA**Growth and Resource Management**
Planning and Development Services

January 10, 2019

Parker Mynchenberg
Parker Mynchenberg and Associates, Inc.
1729 Ridgewood Avenue
Holly Hill, Florida 32177

RE: MA-19-013: Minor Amendment Request
Resolutions #2002-199 and #2012-24
Plantation Oaks of Ormond Beach Residential Planned Unit
Development (RPUD)

Dear Mr. Mynchenberg:

This office has not received any comments or objections from the Volusia County Council nor the County Manager regarding your requested minor amendment to the above-referenced RPUD. Therefore, the proposed amendment to modify the agreement as follows is hereby approved:

- Amend Section E., 1.(d)(7), Landscape buffer requirements, of the Development Agreement in Resolution #2012-24 for the Plantation Oaks of Ormond Beach Residential Planned Unit Development, to provide specific landscape planting timeline for certain residential lots as addressed in the enclosed amendment document, recorded Book 4988, Pages 201, and revised as shown.
- Amend Section E., 3(d), Development Standards, of the Development Agreement in Resolutions #2002-199 and #2012-24 for the Plantation Oaks of Ormond Beach Residential Planned Unit Development, to modify provisions for the 50-foot wide open space corridor adjacent to both sides of proposed Plantation Oaks Boulevard.
- Amend Exhibit "B", Preliminary Plan, Sheet 26 of 34, of the Preliminary Plan referred to in the Development Agreement of Resolution #2002-199, depicts a 100-foot right-of-way with Median Roadway Section Typical Landscape Plan.

The RPUD minor amendment document is enclosed and requires the property owner(s) signature with notarization. Please return the document (with original signature) to the Current Planning office with a check made payable to the clerk of court in the amount of \$103.50 for the recording fees. The fee was calculated at the rate of \$10.00 for the first page and \$8.50 for each additional page (eleven pages). The county staff will then have the agreement signed by the county Zoning Enforcement Official and sent for recording into the public records of Volusia County. Once the clerk of court provides the recorded document, county staff will provide you with the executed document with the official record book and page number stamp for your records.

The applicant is advised that any use or development of the subject property will be required to meet concurrency and other requirements of the adopted Volusia County Comprehensive Plan and Land Development Code.

Pursuant to section 72-378, County Code, any aggrieved party may request an appeal before the county council within ten (10) working days after the rendition of the commission's decision. Please contact the Zoning office at (386) 943-7059, for more information on the procedure for an appeal or rehearing application.

If you have any questions, please contact the Zoning office at (386) [REDACTED]

Sincerely,



Scott Ashley, AICP
Senior Zoning Manager

Attachment: Minor Amendment Agreement

- c: Clay Ervin Director, Growth and Resource Management Department
Palmer Panton, Director, Planning and Development Services
John Thomson, Land Development Manager
Case File (935216)

**IN RE: MA-19-013, APPLICATION OF PARKER MYNCHENBERG, MANAGING MEMBER
PLANTATION OAKS OF ORMOND BEACH, LLC**

**MINOR AMENDMENT TO ORDER AND RESOLUTION #2002-199
and RESOLUTION #2012-24
PLANTATION OAKS OF ORMOND BEACH RPUD**

Whereas, Section 72-289(6)(d) of the Zoning Ordinance of Volusia County, Florida provides for "Minor Amendments not altering the intent and purpose" of an approved Planned Unit Developments (PUD) Master Development Plan; and

Whereas, Parker Mynchenberg, Managing Member of Plantation Oaks of Ormond Beach, LLC, duly filed a request for a "Minor Amendment" to Order and Resolutions #2002-199 and #2012-24; and

Whereas, Section E. Development Standards, 1. SF – Single-Family Standard, Single-Family Zero Lot Line Villas or Single-Family Mobile Home Dwellings, (d) Development Requirements – Mobile Homes, (7) Landscape buffer requirements, located at Page 14 of 45 in the Development Agreement of Order and Resolution #2012-24 (recorded in Book 6674, Page 2025, Official Records of Volusia County) requires specific landscape plantings for residential lots; and

Whereas, the Applicant would like to amend the residential lot planting requirements to provide the required 15-foot landscape perimeter buffer plantings on Lots 22 – 32, inclusive, as delineated on the approved plans for Plantation Oaks of Ormond Beach Unit 2A, and Lots 98 – 110, inclusive, as delineated on the approved plans for Plantation Oaks of Ormond Beach Unit 2B ("Exhibit A", herein), adjacent to project Lake #32 prior to issuance of a Certificate of Occupancy for the single-family dwellings; and

Whereas, Section E. Development Standards, 3. OS – Open Space, (d) Trees, located at Page 15 of 36 in the Development Agreement of Order and Resolution #2002-199 (recorded in Book 4988, Page 140, Official Records of Volusia County) and Pages 20 – 21 of 45 in the Development Agreement of Order and Resolution #2012-24 (recorded in Book 6674, Page 2025, Official Records of Volusia County) require 50-foot landscape buffers on both sides of Plantation Oaks Boulevard, with specific planting requirements; and

Whereas, the Applicant would like to amend the Plantation Oaks Boulevard planting requirements to allow areas to remain unplanted to retain the views of Lakes #32, #47, #56, #65, #70 and #71, as delineated on Exhibit B, Preliminary Plan, Sheets 9 and 10, Order and Resolution #2002-199, as amended ("Exhibit B", herein); allow plantings within the required 50-foot open space corridor along Plantation Oaks Boulevard

EXHIBIT "B"
Page 238 of 246

to be completed with the construction of individual development phases; and retain the existing native vegetation adjacent to the bank areas of those lakes which do not directly front on Plantation Oaks Boulevard; and

Whereas, the Applicant would like to revise Resolutions #2002-199 and #2012-24 to include new language within Section E. Development Standards, 3. OS – Open Space, (d) Trees, located at Page 15 of 36 in the Development Agreement of Order and Resolution #2002-199 and Pages 20 – 21 of 45 in the Development Agreement of Order and Resolution #2012-24 as shown; and

Whereas, Sheet 26 of 34, of the Preliminary Plan referred to in the Development Agreement of Resolution #2002-199, depicts a 100-foot right-of-way with Median Roadway Section Typical Landscape Plan; and

Whereas, the Applicant would like to eliminate the aforementioned Median Roadway Section Typical Landscape Plan and provide a more specific landscape plan for four medians within Plantation Oaks Boulevard ("Exhibit C", herein); and

Whereas, the Applicant would like to revise Sheet 26 of 34 of the Preliminary Plan referred to in the Development Agreement of Resolution #2002-199, recorded in Official Record Book 4988, Page 140, whose purpose is to show the elimination of the 100-foot right-of-way Median Roadway Section Typical Landscape Plan and addition of four specific median landscape plans for Plantation Oaks Boulevard; and

Whereas, the Zoning Enforcement Official for Volusia County issued approval of such "Minor Amendment" by letter dated January 10, 2019, a copy of which is attached hereto and recorded herewith.

NOW THEREFORE, Order and Resolution #2002-199 and Resolution #2012-24 are hereby amended to read as follows:

(Words in ~~strike-through~~ are deletion and words in underline are additions)

E. DEVELOPMENT STANDARDS

- ...
 - 1. SF – Single-Family Standard, Single-Family Zero Lot Line Villas or Single-Family Mobile Home Dwellings

- ...
 - (d) Development Requirements – Mobile Homes

- ...
 - (7) Landscape buffer requirements – Landscaping on the residential lots will be ~~consistent~~ substantially similar with the "Typical 65 feet x 110 feet lot, Typical Landscape" on Sheet 25 of 34 of the Preliminary Plan. A 15-foot project perimeter boundary shall include four (4) Group A trees per 100 L.F., four (4) Group B and twelve (12) Group C or D plants per 100

L.F. Lots 22 – 32, inclusive, as delineated on the approved plans for Plantation Oaks of Ormond Beach Unit 2A, and Lots 98 – 110, inclusive, as delineated on the approved plans for Plantation Oaks of Ormond Beach Unit 2B, adjacent to Lake #32 may provide the 15-foot landscape perimeter buffer plantings prior to issuance of a Certificate of Occupancy for the single-family dwellings.

...
3. OS-Open Space

- ...
- (d) Trees – A fifty foot (50 ft.) wide (OS) open space corridor is proposed onsite adjacent to both sides of proposed Plantation Oaks Boulevard, and adjacent to Old Dixie Highway and I-95. Landscape requirements adjacent to Plantation Oaks Boulevard on both sides are four (4) Group A trees per 100 L.F., four (4) Group B trees and eighteen (18) Group C or D plants per 100 L.F. Palms may be substituted for fifty (5) percent of the required four (4) Group A trees per 100 L.F. Adjacent to Plantation Oaks Boulevard: allow areas to remain unplanted as to retain the existing views of Lakes #32, #47, #56, #65, #70 and #71, as delineated on Exhibit B, Preliminary Plan, Sheets 9 and 10, Order and Resolution #2002-199, as amended; plantings within the required 50-foot open space corridor may be completed with the construction of individual development phases; and retain the existing native vegetation adjacent to the bank areas of these lakes which do not directly front on this roadway. Open space corridors adjacent to Old Dixie Highway and I-95 shall consist of existing natural vegetation.

NOW THEREFORE, Order and Resolution #2002-199 is hereby amended as such that the following page thereof is revised as follows:

Page 26 of 34, 100-foot right-of-way Median Roadway Section Typical Landscape Plan is eliminated and the addition of four specific median landscape plans for Plantation Oaks Boulevard is shown in "Exhibit C" Median Landscape As-Built Plan, Sheets 1 and 2, prepared by Parker Mynchenberg & Associates, Inc., dated November 15, 2018, is hereto attached.

Except as provided in the above amendment, the terms of the Development Agreements, for Resolution #2002-199 and Resolution #2012-24, as amended, shall remain in full force and effect.

Said action has caused the preceding to be recorded in the Official Records of Volusia County, Florida.

Done and ordered by the Zoning Enforcement Official for Volusia County, Florida, this 10TH day of JANUARY, 2019.

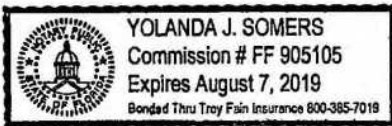
Volusia County Zoning Enforcement Official

By: Scott Ashley
Scott Ashley, AICP, Senior Zoning Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Minor Amendment was acknowledged before me this 10TH day of January, 2019, by Scott Ashley, AICP, Senior Zoning Manager. He is personally known to me and has not taken an oath.

NOTARY PUBLIC:



Sign: Yolanda J. Somers
Print: Yolanda J. Somers
State of Florida At Large (Seal)

Plantation Oaks of Ormond Beach, LLC

By: Parker Mynchenberg
Parker Mynchenberg, P.E., Managing Member

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Minor Amendment was acknowledged before me this 10 day of January, 2019, by Parker Mynchenberg, P.E., Managing Member, Plantation Oaks of Ormond Beach, LLC, a Florida for Profit Corporation. He is personally known to me and has not taken an oath.

NOTARY PUBLIC:

Sign: Angela Felderman
Print: Angela Felderman
State of Florida At Large (Seal)



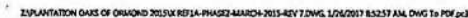




Exhibit B

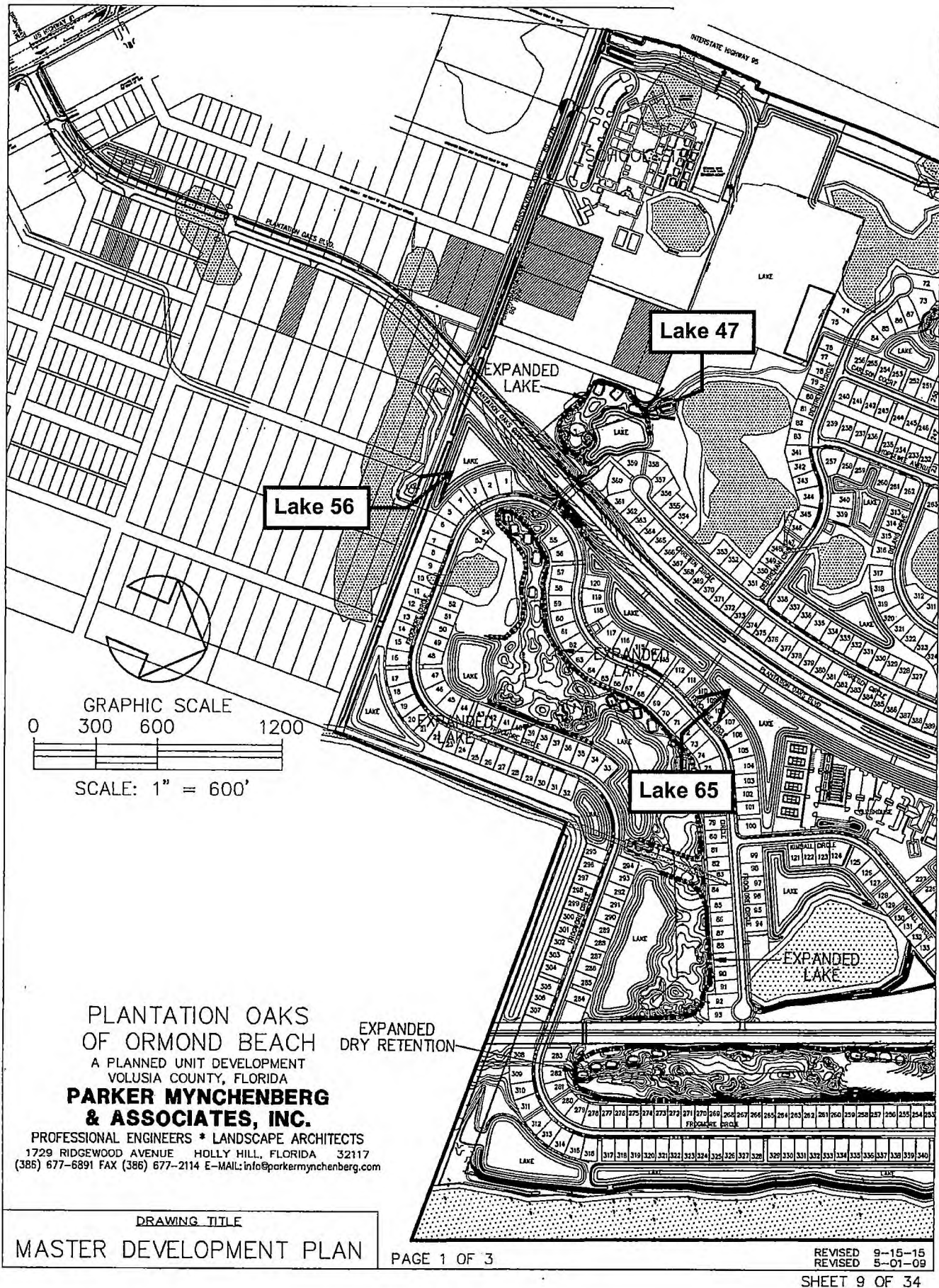


Exhibit B

PLANTATION OAKS OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS

1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117

(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@porkermynchenberg.com

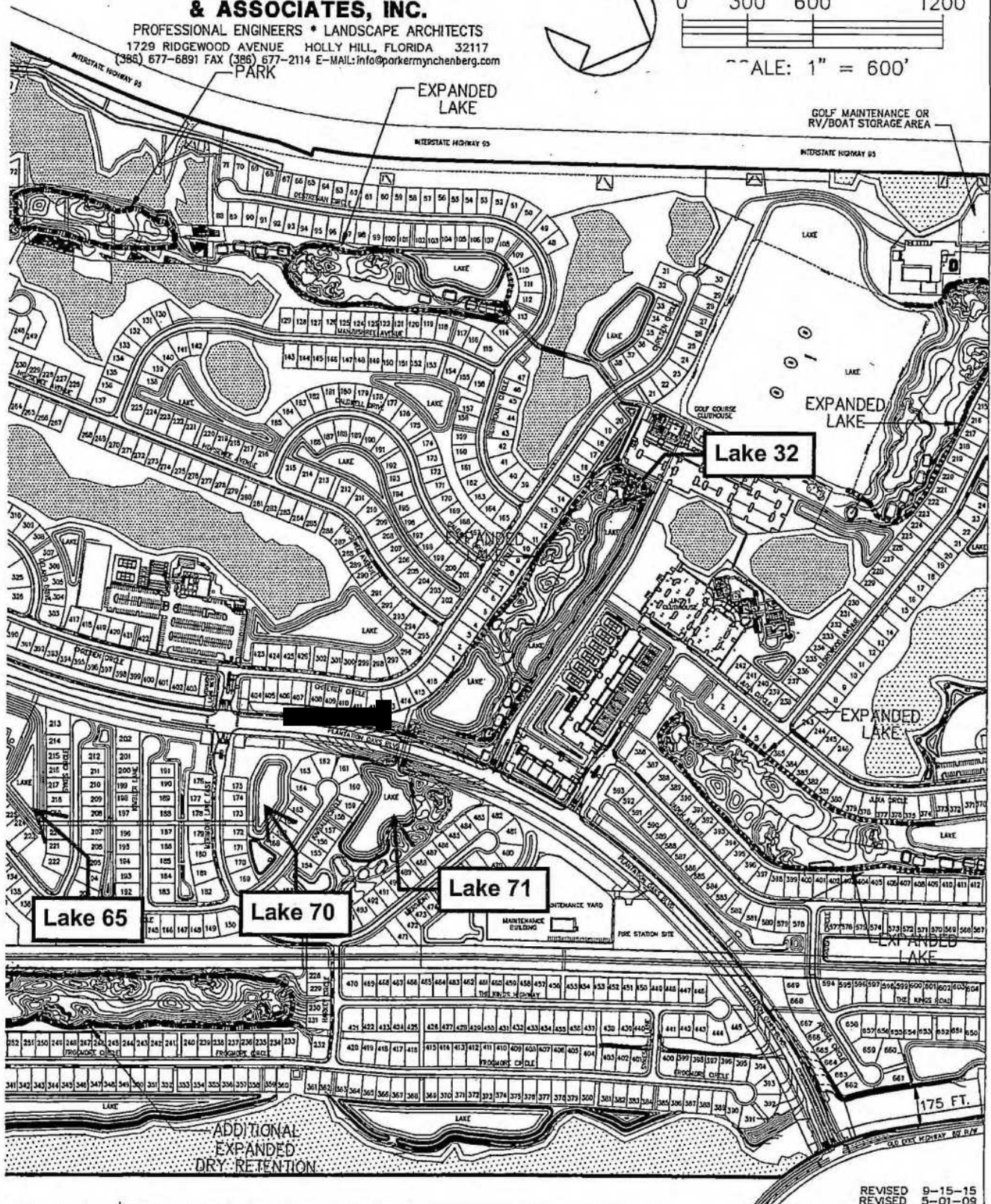
PAGE 2 OF 3

DRAWING TITLE

MASTER DEVELOPMENT PLAN

GRAPHIC SCALE

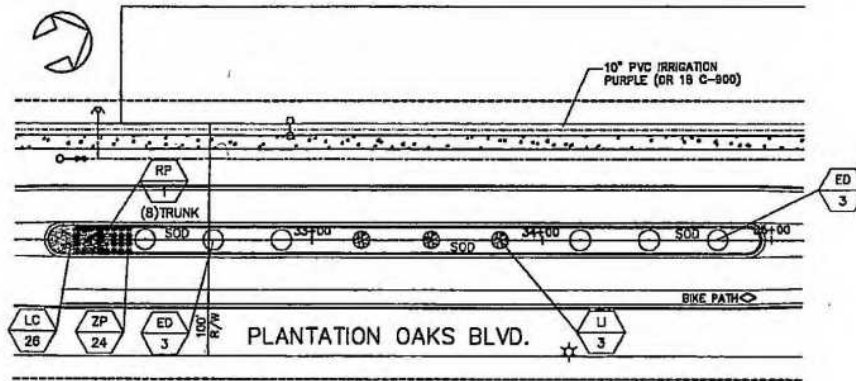
0 300 600 1200

$$\text{SCALE: } 1'' = 600'$$


REVISED 9-15-15
REVISED 5-01-09

SHEET 10 OF 34

Exhibit C

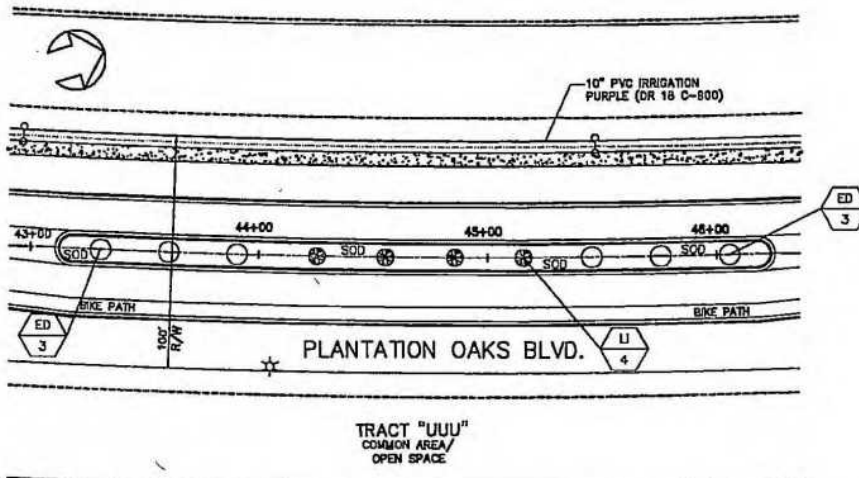


MEDIAN #1
STA. 31+75 - STA. 35+00
100 FT. R/W WITH MEDIAN ROADWAY SECTION
PLANTATION OAKS BOULEVARD

SCALE: 1"=40'

PLANT LIST FOR MEDIAN #1

SYMBOL	ABB.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
	RP	1	PHOENIX RECLINATA	SENEGAL DATE	MULTI-TRUNK 10'-12' HT.
	ED	6	ELAEOCAROUS DECIPENS	JAPANESE BLUEBERRY	2-1/2" CAL.
	LC	26	LANTANA CAMARA	RED LANTANA	3 GALLON
	ZP	24	ZAMIA PUMILA	COONTIE	3 GALLON
	LI	3	LAGERSTROEMIA	CREPE MYRTLE	SINGLE TRUNK 2" CAL.
SOD ST. AUGUSTINE 'FLORATAM' SOLID SOD (SQ. FT.)					



MEDIAN #2
STA. 43+15 - STA. 46+25
100 FT. R/W WITH MEDIAN ROADWAY SECTION
PLANTATION OAKS BOULEVARD

SCALE: 1"=40'

PLANT LIST FOR MEDIAN #2

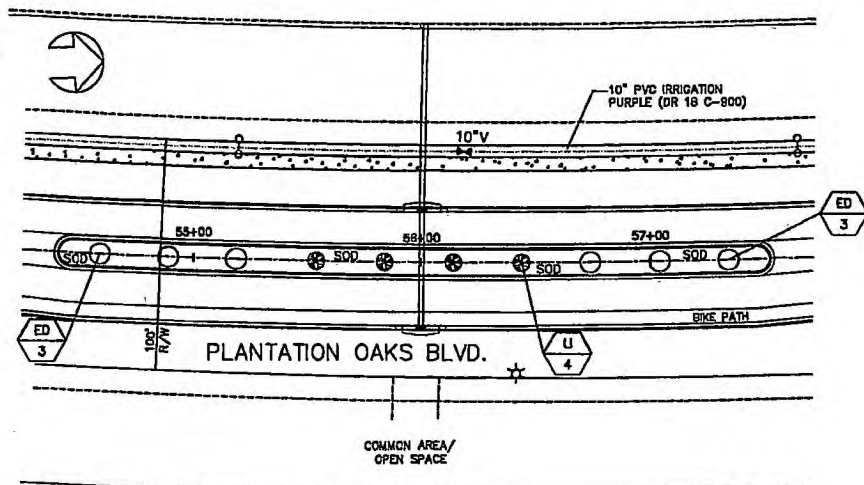
SYMBOL	ABB.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
	ED	6	ELAEOCAROUS DECIPENS	JAPANESE BLUEBERRY	2-1/2" CAL.
	LI	3	LAGERSTROEMIA	CREPE MYRTLE	SINGLE TRUNK 2" CAL.
SOD ST. AUGUSTINE 'FLORATAM' SOLID SOD (SQ. FT.)					

NO.	DATE	DESCRIPTION	BY
		CAPE FLAT	
PARKER MYNCHENBERG & ASSOCIATES, INC. PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE, SUITE 100, ORMOND BEACH, FLORIDA 32117 (386) 677-8891 FAX (386) 677-2114 E-MAIL: info@parkermychenberg.com			
MEDIAN LANDSCAPE			
PLANTATION OAKS OF ORMOND BEACH VOLUSIA COUNTY, FLORIDA			
FILE NO.	PPLAT-MEDIAN	DESIGNER	FLORIDA
DATE:	11-15-18	CADD TECH:	C.HARDEN
SCALE:	1"=20'	SHEET	1 OF 2

EXHIBIT "B"

Page 246 of 246

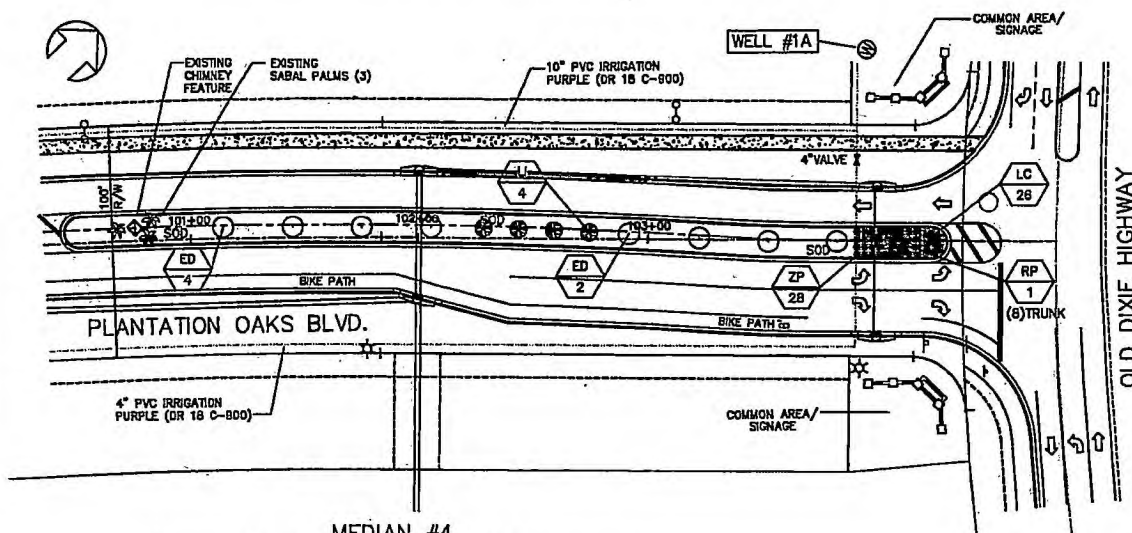
Exhibit C



MEDIAN #3
STA. 54+40 - STA. 57+50
100 FT. R/W WITH MEDIAN ROADWAY SECTION
PLANTATION OAKS BOULEVARD
 SCALE: 1"=40'

PLANT LIST FOR MEDIAN #3

SYMBOL	ABB.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
	ED	6	ELAEAGARUS DECIPENS	JAPANESE BLUEBERRY	2-1/2" CAL.
	LI	1	LAGERSTROEMIA	CREPE MYRTLE	SINGLE TRUNK 2" CAL.
SOD ST. AUGUSTINE 'FLORATAM' SOLID SOD (SQ. FT.)					



MEDIAN #4
STA. 100+35 - STA. 104+25
100 FT. R/W WITH MEDIAN ROADWAY SECTION
PLANTATION OAKS BOULEVARD
 SCALE: 1"=40'

PLANT LIST FOR MEDIAN #4

SYMBOL	ABB.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
	RP	1	PHOENIX RECLINATA	SENEGAL DATE	MULTI-TRUNK 10"-12" HT.
	ED	6	ELAEAGARUS DECIPENS	JAPANESE BLUEBERRY	2-1/2" CAL.
	LC	28	LANTANA CAMARA	RED LANTANA	3 GALLON
	ZP	24	ZAMIA PUMILA	COONTIE	3 GALLON
	LI	3	LAGERSTROEMIA	CREPE MYRTLE	SINGLE TRUNK 2" CAL.
SOD ST. AUGUSTINE 'FLORATAM' SOLID SOD (SQ. FT.)					

NO.	DATE	DESCRIPTION	BY
		REVISIONS	
PARKER MYNCHENBERG & ASSOCIATES, INC. PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE • ORMOND BEACH, FLORIDA 32136 (386) 677-5591 FAX (386) 677-5592 E-MAIL: info@parkermychenberg.com			
MEDIAN LANDSCAPE AS-BUILT PLAN PLANTATION OAKS OF ORMOND BEACH VOLUSIA COUNTY • FLORIDA			
FILE NO.	PPLAT-MEDIAN	DESIGNER: PARKER MYNCHENBERG	
DATE:	11-15-18	CADD TECH: CHANDLER	
SCALE:	1"=20'	SHEET 2 OF 2	

EXHIBIT "C"

8.B.e



STAFF REPORT

City of Ormond Beach Department of Planning

DATE: June 1, 2020

SUBJECT: Plantation Oaks Subdivision
Amendment to Official Zoning Map

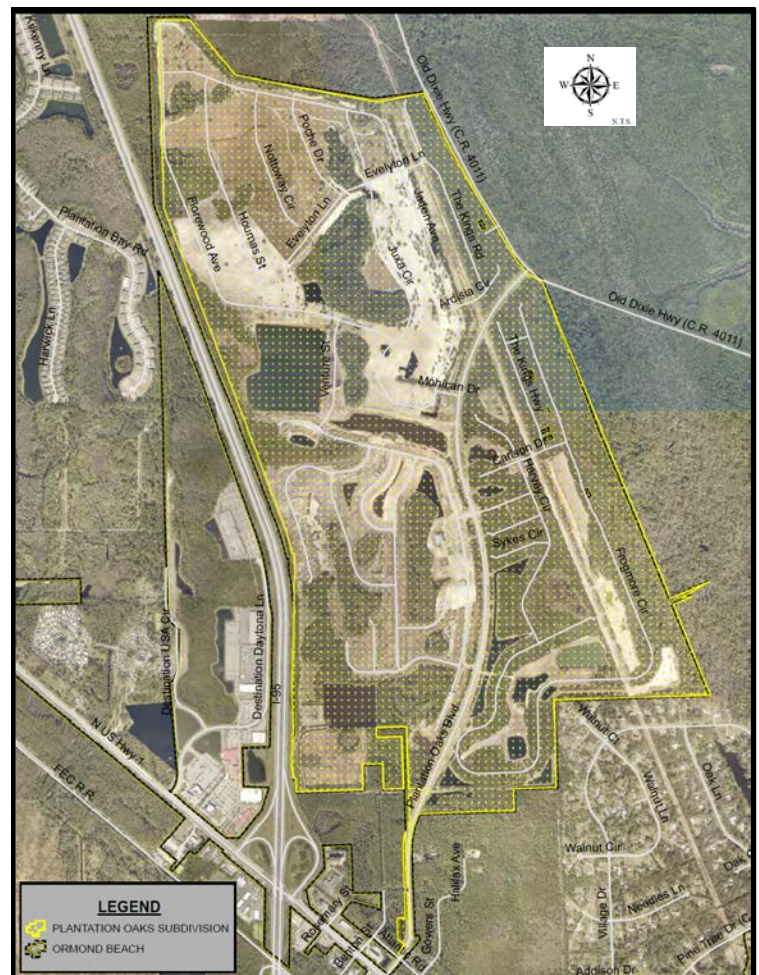
APPLICANT: City Initiated

NUMBER: PRD 2020-022

PROJECT PLANNER: Ormond Beach Planning Department

INTRODUCTION: This is a City initiated request, based upon annexation, to (1) amend the City's Official Zoning Map for the Plantation Oaks subdivision from Volusia County Plantation Oaks of Ormond Beach Planned Unit Development (RPUD), Volusia County RR (Rural Residential), Volusia County R-3 (Urban Single Family Residential), Volusia County R-4 (Urban Single Family Residential) and Volusia County R-5 (Urban Single Family Residential) to City of Ormond Beach PRD (Planned Residential Development), (2) approve an Ormond Beach development order incorporating the existing Volusia County zoning approvals, and (3) authorize an amendment to allow Phase 1 (669 lots) of the Plantation Oaks subdivision to delete the age-restriction that limits residents to 55 years of age and over. All homes constructed within Phase 1 shall only be site built, single-family, standard dwellings on fee simple lots, with no manufactured or mobile homes allowed. The Phase 1 lots would be subject to Volusia County school concurrency. The property is approximately 1,055.80 acres being generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1. Exhibit 1 shows the location of the Plantation Oaks development.

EXHIBIT 1: Plantation Oaks location map



BACKGROUND:

The land area for the Plantation Oaks subdivision has been planned since 1986 when Volusia County adopted the National Gardens Development of Regional Impact (DRI). This section will describe the following past actions related to the Plantation Oaks subdivision as follows:

1. Development of Regional Impact;
2. Volusia County subdivision approvals;
3. Interlocal Service Boundary Agreement;
4. Annexation; and
5. Ormond Beach Comprehensive Plan amendments.

1. Development of Regional Impact (DRI):

The following exhibit provides a list of Volusia County approvals of the Development of Regional Impact dating back to 1986.

EXHIBIT 2: National Gardens Development of Regional Impact approvals

Action/Approval date	Description
December 30, 1986 Volusia County Resolution 86-192 Book 2934, Pages 0979-0995	National Gardens Development of Regional Impact (DRI) approved 3,930 residential units on 2,009 acres.
June 25, 1998 Volusia County Resolution 1998-108 Book 4351, Pages 3321-3323	First Volusia County DRI amendment. Text amendment to reduce the Plantation Oaks internal road ROW width from 200' to 100' within 700' of U.S. Highway 1.
April 13, 2000 Volusia County Resolution 2000-72 Unable to locate recording information	Second Volusia County DRI amendment. Amendments include: • Added new phasing map (Map P). • Development Order shall remain in effect for 31 years. Delayed period for 31 years when the property could be down-zoned, the density or intensity reduced.
December 6, 2001 Volusia County Resolution 2001-229 Book 4976, Pages 3426-3432	Third Volusia County DRI amendment. Amendments include: • Revised Map H. • Added new zoning map (Map Z), which included density cap of 2,115 units. • Reduced Plantation Oaks' internal road ROW width to 100' for the entire length. • Eliminated access to Tall Pines and Addison Drive.

Action/Approval date	Description
November 21, 2002 Volusia County Resolution 2002-197 Book 4976, Pages 3433-3438	Fourth Volusia County DRI amendment. Amendments include: - Revised Map H for the Plantation Oaks area of the DRI to: (a) relocate fire station and school site, (b) allow 150 acres for a golf course, and (c) allow 1.3 acres of neighborhood commercial (maximum 25,500 square feet). - Revised Map P for the entire DRI area. - Added subparagraph section B(1)(c), which reads: “All homes constructed within the Plantation Oaks project shall be site built, single-family, standard dwellings on fee simple lots.”
November 11, 2004 Volusia County Resolution 2004-229 Book 5440, Pages 929-942	Fifth Volusia County DRI amendment. Amendments include: - Removed 407 acres of land from the DRI adding it to the Tomoka State Park. - Revised Map H. - Eliminated phasing dates (Revised Map P). - Revised Map Z.
February 9, 2012 Volusia County Resolution 2012-37 Book 6683, Pages 509-514	Sixth Volusia County DRI amendment. Amended subparagraph section B(1)(c), to read: All homes constructed within the Plantation Oaks project shall be site built, single-family, standard dwellings on fee simple lots. Development of any mobile home park within a phase shall include a hardened central clubhouse, consistent with Policy 1.1.2.4 of the Volusia County Comprehensive Plan and meeting the requirements of 9J-2.0256(5)(a)(3), F.A.C., and shall be constructed with the development infrastructure. A Certificate of Occupancy for the hardened central clubhouse shall be issued prior to the issuance of any Certificate of Completion for any home sold for use as a residence, except that Certificates of Completion may be issued for model homes that are not occupied as a residence prior to the completion of the clubhouse.

Ormond Lakes: The land area for Ormond Lakes annexed into Ormond Beach and was issued a Development Order in 1990. There were no specific DRI amendments for the Ormond Lakes land area.

EXHIBIT 3: Ormond Lakes approvals

Action/Approval date	Description
October 16, 1990 Ormond Beach Resolution 90-159 Book 3716, Pages 3373-3424	- Ormond Beach annexed (Ordinance 89-25) approximately 598 acres, 500 acres of the DRI to become Ormond Lakes. - Established development standards (lot sizes, setbacks, and building height) and infrastructure improvements. - Maximum of 656 residential units and 6,000 square feet of neighborhood commercial uses allowed.
Resolution 94-235 Book 3970, Page 3326 Book 3981, Page 1199	First Ormond Beach amendment to extend the Development Order for the start of construction.
April 18, 2000 Ormond Beach Resolution 2000-64 Book 4545, Pages 1210-1214	Second Ormond Beach DRI amendment for Ormond Lakes. Amendments include: - Amended development order for the phasing schedule. - Extended project build-out date. - Established a maximum lot coverage of forty (40%) percent for type B single-family homes.

2. **Volusia County approvals.** The following approvals have been granted to the Plantation Oaks subdivision. The approvals include actions approval by the Volusia County Council in 2002 and 2012 and a series of minor amendments approved by Volusia County.

EXHIBIT 4: Volusia County approvals

Action/Approval date	Description
November 21, 2002 Volusia County Council Resolution 2002-199 Book 4988, Pages 140-211	Zoning approval for 1,577 residential units. Key components include: 1,033.75 acres in subdivision. - Units are to be site built, single-family, standard dwellings on fee simple lots. - Adult community with a minimum of 80% of the residents 55 years or older. - Project agreed to pay school impact fee for all dwellings. - Established development standards. - Provided 217 acres for a golf course. - Required a 100-foot right-of-way from U.S. Highway 1 to Old Dixie Highway. - Internal roadways shall be private.

Action/Approval date	Description
August 9, 2006 Volusia County Minor amendment Book 6281, Page 3136-3161	Utility Service Agreement for Plantation Oaks of Ormond Beach and County of Volusia/State of Florida.
July 18, 2007 Volusia County Minor amendment Book 6100, Pages 2016-2020	Minor amendment to 2002 RPUD to increase the required buffer on Old Dixie Highway to 175 feet.
August 12, 2008 Volusia County Minor amendment Book 6268, Page 3768	Minor amendment to update the project construction phasing and schedule.
September 23, 2009 Volusia County Minor amendment Book 6407, Page 456-477	Minor amendment to 2002 RPUD to Locate regional wastewater treatment facility in the NW corner of the PUD and relocate twelve (12) single-family lots from unit 1A to Unit 2.
January 19, 2012 Volusia County Council Resolution 2001-229 Book 6674, Pages 2025-2069	First major amendment to 2002 RPUD to: • Delete the requirement for standard dwelling units and allowed mobile homes. • Required hardened central clubhouse for the development of manufactured homes.
December 4, 2015 Volusia County Minor amendment Resolution 2012-24 Book 7201 Pages 1720-1753	Minor amendment to 2012 RPUD include: • Include the option of constructing Lakes and Open Space in-lieu of a Golf Course. • Revision date for the new RPUD Preliminary Plan. • Revises the project phasing schedule. • Revises several sections to change the project water and sewer provider from Volusia County Utilities to the City of Ormond Beach.
July 15, 2016 Volusia County Minor amendment Book 7285 Pages 4169-4175	Minor amendment to 2012 RPUD to include: • Provide alternate school site and pre pay school impact fees for entire development. • Release Plantation Oaks of Ormond Beach school site and reserve Future Development Rights on the site. • Donate a 23.11 <u>14.35</u> acre school site as indicated on the preliminary plan adjacent to Westside Elementary in the City of Daytona Beach to the Volusia County School Board, and prepay the remaining school impact fee for the entire age restricted development prior to December 30, 2016 satisfying school impact fee payment for the entire <u>1,577</u> age restricted site.

Action/Approval date	Description
August 17, 2018 Volusia County Minor amendment Book 7610 Pages 240-250	Minor amendments as follows: RES #2002-199 Amendments - Amend Exhibit A "Legal Description". - Amend exhibit B "typical 65x110 lot irrigation plan" RES#2012-24 Amendment. - Exhibit C "Signage" <u>adjacent to Plantation Oaks Boulevard, north of intersection with Pennsylvania Avenue. Minimum 10-foot setback from Plantation Oaks Boulevard right-of-way, two (2) 9-foot tall brick columns with two (2) signs (1 per column), at the sales center and maintenance yard and will be monument signs, or 9-foot column, with a maximum copy area of 12 square feet.</u>
January 10, 2019 Volusia County Minor amendment Book 7644 Pages 2820-2831	Amendments to RES#2002-199 100-foot right-of-way Median Roadway Section Typical Landscape Plan is eliminated and the addition of four specific median landscape plans for Plantation Oaks Boulevard is shown in "Exhibit C" Median Landscape As-Built Plan. Amendments to RES#2002-199 and RES#2012-24 - Development Standards - Lots adjacent to Lake #32 may provide the 15ft landscape perimeter buffer plantings prior to the issuance of a Certificate of Occupancy for single-family dwellings. - Open Space <u>Adjacent to Plantation Oaks Boulevard: allow areas to remain unplanted as to retain the existing views of Lakes #32, #47, #56, #65, #70 and #71, as delineated on Exhibit B, Preliminary Plan, Sheets 9 and 10, Order and Resolution #2002-199, as amended; plantings within the required 50-foot open space corridor may be completed with the construction of individual development phases; and retain the existing native vegetation adjacent to the bank areas of these lakes which do not directly front on this roadway.</u>

- 3. Interlocal Service Boundary Agreement (ISBA):** The ISBA allowed the City of Ormond Beach to obtain jurisdictional authority of land use planning, zoning, permitting and code enforcement of the ISBA for properties within Ormond Beach and unincorporated Volusia County. The planning process for the U.S. 1 corridor dates back to 1992 and continues today.

EXHIBIT 5: Interlocal Service Boundary Agreement approvals

Action/Approval Date	Description
April 7, 1992 Resolution 1992-70	Authorized the construction of potable water and sanitary sewer force mains along North U.S. Highway 1 from the south terminus going north to 1899 North U.S. Highway 1 for the City Provisioners project and the execution of a joint project agreement between Ormond Beach and Volusia County.
September 7, 2010 Resolution 2010-131	Ormond Beach initiated the process to create an Interlocal Service Boundary area established by Chapter 171, Part II, Florida Statutes.
August 19, 2014 Ordinance 2014-27	Authorized the execution of the Interlocal Service Boundary Agreement (ISBA) with Volusia County regarding the North US 1 Joint planning area. The Ordinance also approved a Planning and Services Delivery Sub-Agreement, and itinerant vendor criteria. Ormond Beach took control of land use planning, zoning, permitting and code enforcement of the ISBA for properties within Ormond Beach and unincorporated Volusia County. The agreement specified Volusia County would continue to maintain stormwater conveyance systems and when roadways would transfer to Ormond Beach.
January 20, 2015 Ordinance 2014-42	Amended the Future Land Use, and the Intergovernmental Comprehensive Plan Elements to be consistent with the Interlocal Service Boundary Agreement.
January 20, 2015 Ordinance 2015-5	Amended the City's Future Land Use Map designation with respect to lands in the ISBA/Joint Planning Area.

Action/Approval Date	Description
June 23, 2015 Ordinances 2015-13&14	Amended the City's Official Zoning map to rezone lands in the ISBA/Joint Planning Area.
June 23, 2015 Ordinance 2015-27	Amended the Land Development Code to include itinerant merchant regulations for recognized special events and outdoor entertainment activity and temporary campsites in two categories: 1. All properties operating year-round businesses with documented Business Tax Receipts with Volusia County were placed on the "Recognized Special Event Host" list and allowed to continue operating itinerant activities with approved City permits. 2. The vacant or unimproved properties had a five (5) year period to establish a permanent business to be classified as a recognized special event host. Failure to establish a permanent business would not allow any itinerant vending activities after the five (5) year amortization period.
June 23, 2015 Resolution 2015-136	Ormond Beach acknowledges the completion of land use and zoning actions and established the City of Ormond Beach as the jurisdictional authority over the lands within the ISBA.
August 20, 2019 Ordinance 2019-19	Approved the First Amended Interlocal Service Boundary Agreement for the purpose of expanding the boundary of the Municipal Service Area to include Plantation Oaks subdivision and 11 parcels that are enclaves.

4. Annexation: There are three (3) actions that annexed the Plantation Oaks subdivision into Ormond Beach:

EXHIBIT 6: Annexation approvals

Action/Approval date	Description
August 18, 2015 Resolution 2015-168 Book 297155, Pages 4437-4462	Annexation agreement was approved to serve utilities to Plantation Oaks. Annexation was required as a condition of providing utility services. The property was not contiguous and could not be annexed in 2015.

October 1, 2019 Ordinance 2019-30 Book 7760 Page 3724	Annexation of 1,055.36± acres that is the Plantation Oaks subdivision. The annexation contains a condition that the number of units allowed to be constructed until additional utility improvements are made is 427 units.
May 26, 2020 Ordinance 2020-016	There are three parcels totaling 0.44± that were not included in the original annexation legal description that are owned by Plantation Oaks that were annexed on May 26, 2020.

5. Comprehensive Plan amendments: The following Comprehensive Plan amendments established the city land use for the Plantation Oaks subdivision as well as incorporated the First Amended Interlocal Service Boundary Agreement into the Comprehensive Plan.

EXHIBIT 7: Comprehensive Plan approvals

Action/Approval Date	Description
January 21, 2020 Ordinance 2019-43	Amended the Future Land Use Map designations for the Plantation Oaks subdivision and the 11 enclaves within the First Amended Interlocal Service Boundary Agreement Area.
January 21, 2020 Ordinance 2019-44	Amended the Future Land Use, Transportation, and the Intergovernmental Comprehensive Plan Elements to be consistent with the First Amended Interlocal Service Boundary Agreement.

ANALYSIS:

The land area for the National Gardens Development of Regional Impact included 2,009 acres and was planned for 3,930 residential units. The project was located in unincorporated Volusia County and the DRI was approved in 1986 by the County Council. In 1990, a portion of the DRI was annexed into Ormond Beach and was developed as Ormond Lakes. In 2004, 407 acres of the DRI was added to Tomoka State Park. The remaining land area to be developed is Plantation Oaks which was approved by Volusia County in 2002. In 2015, Ormond Beach consented to be the utility provider for the project and annexation into Ormond Beach occurred in 2019.

The purpose of the zoning map amendment is to incorporate the previous Volusia county approvals into the City of Ormond Beach zoning classification. The zoning map amendment seeks to incorporate the planned development approvals in Volusia County and create the Plantation Oaks Planned Residential Development zoning district. The property owner has requested to allow Phase 1 (669 lots) of the Plantation Oaks subdivision to delete the age-restriction that limits residents to 55 years in age and over.

All homes constructed within Phase 1 shall only be site built, single-family, standard dwellings on fee simple lots, with no manufactured or mobile homes allowed. The development of the Phase 1 lots would be subject to school concurrency.

EXHIBIT 8: Future Land Use designation and zoning classifications

	Current Land Uses	Future Land Use Designation	Zoning Classifications
North	Residential	Volusia County R (Rural) Volusia County ULI (Urban Low Intensity)	Volusia County RA (Rural Agricultural Estate) Volusia County R-3 (Urban Single-Family Residential) Volusia County PUD (Planned Unit Development)
South	Vacant land	Volusia County C (Commercial) Volusia County UMI (Urban Medium Intensity)	Volusia County R-4 (Urban Single-Family Residential)
East	State of Florida conservation lands Village of Pine Run	Volusia County C (Conservation) Volusia County ULI (Urban Low Intensity) Volusia County R (Rural)	Volusia County C (Conservation) Volusia County R-3 (Urban Single-Family Residential) Volusia County RRA (Rural Agricultural Estate)
West	Halifax Plantation I-95 Destination Daytona	Volusia County ULI (Urban Low Intensity) LIC (Low Intensity Commercial)	Volusia County PUD (Planned Unit Development) OB PBD (Planned Business Development)

Key parts of the previous Volusia County development order approvals. The background section provides a summary of the previous development order approvals. The following are key aspects of the project:

1. Volusia County Resolution 86-192 established the approved development entitlements for the National Gardens Development of Regional Impact (DRI) of a maximum of 3,930 residential units on 2,009 acres.

2. Ormond Beach Resolution 90-169 authorized the Ormond Lakes development with a maximum of 656 residential units and 6,000 square feet of neighborhood commercial uses allowed.
3. Resolution 2004-229 dedicated 407 acres of land from the DRI adding it to the Tomoka State Park.
4. Original zoning Resolution (2002-199) was approved and allowed 1,577 residential units and neighborhood commercial of 25,500 square feet. The residential was designed to be an adult community with 80% of the residents being 55 years or older. The Resolution established development standards. The Resolution included plans for 217-acre golf course and required the construction of a 100-foot right-of-way from U.S. Highway 1 to Old Dixie Highway. Finally, the Resolution required all internal roadways for the development be private.
5. A minor amendment in 2007 to increase the required buffer on Old Dixie Highway to 175 feet.
6. In 2012, a major amendment occurred that modified the requirement for standard dwelling units and allowed mobile/manufactured homes. As part of the approval a hardened central clubhouse was required for the development for manufactured homes.
7. In 2015, the City of Ormond Beach was requested to become the utility provider for the development. The city consented and Ormond Beach required an annexation agreement that required annexation once the project became contiguous with the city boundaries.
8. Also in 2015 a minor amendment was approved to include the option of constructing Lakes and Open Space in-lieu of a Golf Course.
9. Construction started in 2016 for Plantation Oaks, Unit 2A, including the hardened clubhouse.
10. In 2019 as construction for Unit 2A was coming to a close, Ormond Beach staff indicated a desire to commence annexation. Upon notification of the proposed annexation to Volusia County, city staff was notified by Volusia County staff through a letter that there was concern that annexation of the Plantation Oaks subdivision would create enclaves that are not allowed under state law. The Volusia County letter stated that annexation of the Plantation Oaks subdivision could be accomplished through an amendment to the North U.S. Highway 1 Interlocal Service Boundary Agreement. The Volusia County letter also stated that through the Interlocal Service Boundary Agreement that Ormond Beach would be responsible for the road maintenance of Plantation Oaks Boulevard.
11. Over time, the Plantation Oaks subdivision has acquired lands which are now part of the oversell subdivision. The proposed zoning map amendment would incorporate all lands owned by Plantation Oaks and incorporate them into the Planned Residential Development utilizing the approved Volusia County development orders.
12. The Planned Residential Development is seeking one change. The change seeks to allow Phase 1 (669 lots) of the Plantation Oaks subdivision to delete the age-

restriction that limits residents to 55 years of age and over. City staff coordinated with Volusia County schools regarding the proposed change. School Board stated,

“The School District does not have an objection to the release of deed restrictions for the requested 669 units of the original 1577 deed restricted units. The developer will need to pay impact fees on these 669 units as outlined in the original agreement. The 669 units in question will also now be subject to school concurrency review. The developer has submitted their application for Plantation Oaks Phase 1A which is the first 121 units of this section to be released from the age restrictions.”

All homes constructed within Phase 1 shall only be site built, single-family, standard dwellings on fee simple lots, with no manufactured or mobile homes allowed. The Phase 1 lots would be subject to Volusia County school concurrency.

CONCLUSION/CRITERIA FOR APPROVAL:

Section 1-18 D.3. of the Land Development Code states that the Planning Board shall review non-planned development rezonings based on the Development Order criteria in Section 1-18.E. of the Land Development Code which are analyzed below:

- 1. The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.**

The Plantation Oaks project dates back to 1986 and has approvals as a Development of Regional Impact and Volusia County development orders. The zoning map amendment is based on annexation into the city based on the connection of utilities. The development plan approved and amended by Volusia County shall transfer into the City of Ormond Beach. Previous development reviews have determined that the development would not adversely affect the public health, safety, welfare or quality of life.

- 2. The proposed development is consistent with the Comprehensive Plan.**

Policy 5.1.1 of the Future Land Use of the Comprehensive Plan states,

“Properties that are annexed into the City of Ormond Beach shall be assigned a similar land use that existed in Volusia County. Property owners may apply for more intensive land uses, but shall be required to provide the data and analysis to justify the increase in density and/or intensity.”

Goal 1 Housing Supply states,

“ENSURE THE AVAILABILITY OF SAFE AND ADEQUATE HOUSING UNITS OF DIFFERENT TYPES, SIZES, AND PRICE RANGES TO MEET THE NEEDS OF ALL CURRENT AND FUTURE RESIDENTS.”

Objective 1.1 Housing Supply states,

“The City shall continue to facilitate the private production of a housing supply, including adequate sites for mobile homes or manufactured

housing and low and moderate income housing, which will meet future community needs and offset housing deficiencies as noted in this Element.”

The city is largely built-out for residential uses and there is limited land area for new residential development. The annexation allows for new residential development within the city that was determined consistent with the Volusia County Comprehensive Plan and is also consistent with the Ormond Beach Comprehensive Plan.

- 3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.**

The environmental impacts have been reviewed and approved with the Volusia County approvals. Land areas, such as the 427 acres, have been set aside for conservation and preservation. As the project has evolved, the once planned golf course is being developed into additional stormwater and open space areas.

- 4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.**

This proposed zoning map amendment is not anticipated to have a significant impact on adjacent properties. The subdivision was approved in Volusia County and this zoning amendment continues the approvals to the City of Ormond Beach zoning designation.

- 5. There are adequate 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.**

Adequate public facilities were determined with the Volusia County approvals. The project has installed Plantation Oaks Boulevard that serves as the primary roadways for the project. The project has also installed water and sewer facilities, recreation, and sidewalks.

- 6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

The traffic impacts of the development have been and reviewed through the Development of Regional Impact and zoning approvals. Part of the requirement for the subdivision was the construction of Plantation Oaks Boulevard. Future subdivision plats shall be reviewed by the Site Plan Review Committee.

7. The proposed development is functional in the use of space and aesthetically acceptable.

The zoning map amendment does not propose any additional site development beyond what has been approved. Future development would require review by the City's Site Plan Review Committee.

8. The proposed development provides for the safety of occupants and visitors.

The subdivision has been reviewed and approved by the County of Volusia and indicates safety for occupants and visitors. The zoning amendment shall continue and incorporate the development standards approved by Volusia County.

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

The subdivision has been reviewed and approved by the County of Volusia and development standards established. The zoning amendment shall continue and incorporate the development standards approved by Volusia County.

10. The testimony provided at public hearings.

There has not been a public hearing at this time. The comments from the Planning Board meeting will be incorporated into the City Commission packet.

Section 1-18.E.3 of the Land Development Code states that the City Commission shall consider rezonings based on the consistency with the Comprehensive Plan. The rezoning is consistent based upon the following points:

- Since the site is already approved and partially developed as the Plantation Oaks Subdivision, the impacts on public facilities and services will not be negatively impacted as a result of the requested zoning amendment from Volusia County Plantation Oaks of Ormond Beach Planned Unit Development (RPUD), Volusia County RR (Rural Residential), R-3 (Urban Single Family Residential), R-4 (Urban Single Family Residential) and R-5 (Urban Single Family Residential) to City of Ormond Beach PRD (Planned Residential Development); and
- The proposed city zoning classification of PRD is the most appropriate based on the "Low Density Residential" land use category.

RECOMMENDATION:

Staff recommends that the Planning Board recommend **APPROVAL** to the City Commission for:

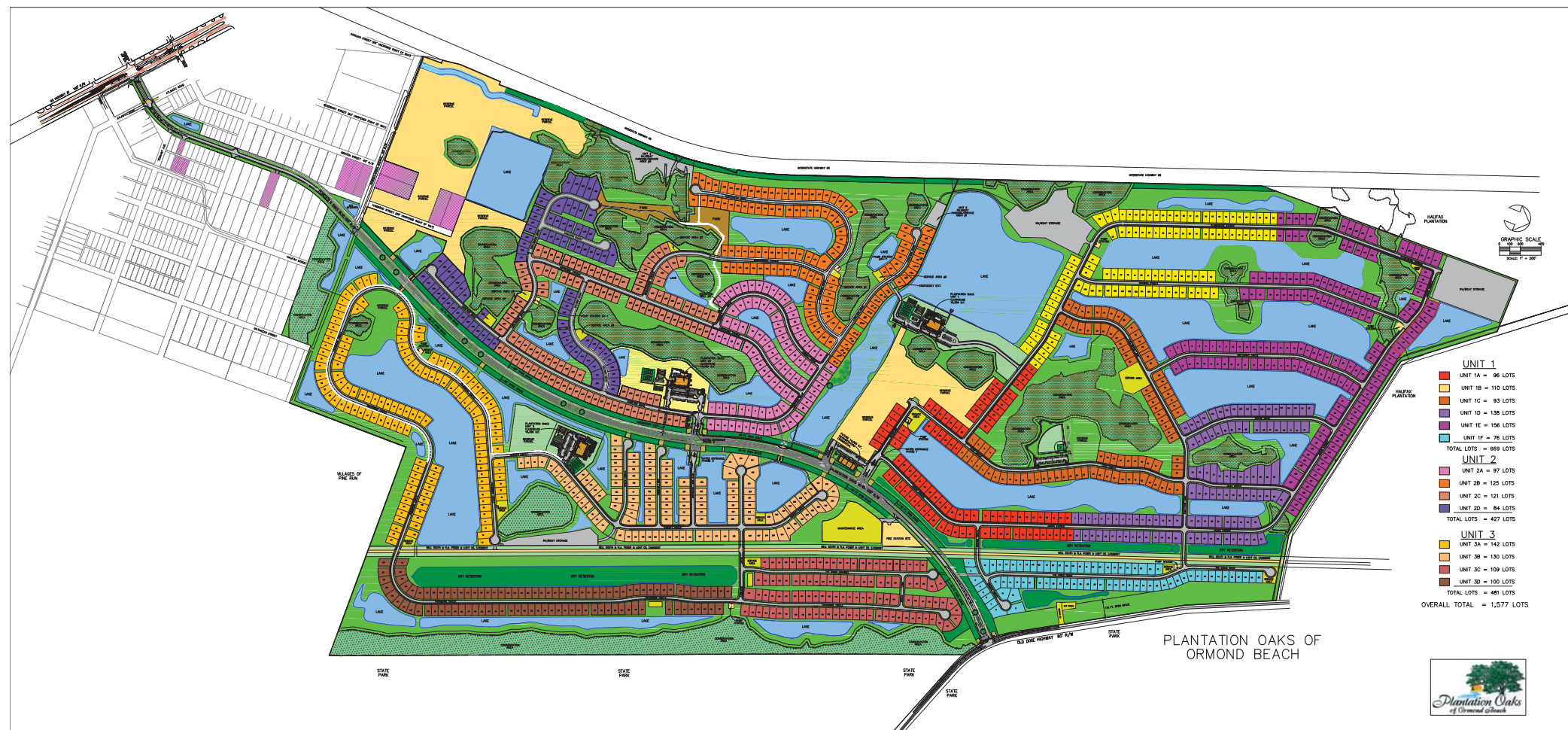
1. A zoning map amendment for Plantation Oaks subdivision of approximately 1,055.80 acres from Volusia County Plantation Oaks of Ormond Beach Planned Unit Development (RPUD), Volusia County RR (Rural Residential), Volusia County R-3 (Urban Single Family Residential), Volusia County R-4 (Urban Single Family Residential) and Volusia County R-5 (Urban Single Family Residential) to City of Ormond Beach PRD (Planned Residential Development). The Ormond Beach PRD seeks to incorporate the Volusia County development orders for the subdivision into the city zoning classification;
2. Issuance of a development order incorporating the Volusia County zoning approvals included in Attachment 4; and
3. An amendment to allow Phase 1 (669 lots) of the Plantation Oaks subdivision to delete the age-restriction that limits residents to 55 years in age and over. All homes constructed within Phase 1 shall only be site built, single-family, standard dwellings on fee simple lots, with no manufactured or mobile homes allowed. The Phase 1 lots would be subject to Volusia County school concurrency.

Attachments:

- Attachment 1: Plantation Oaks master plan
- Attachment 2: Subdivision maps and legal description and sketch
- Attachment 3: School Board e-mail
- Attachment 4: Volusia County development order approvals

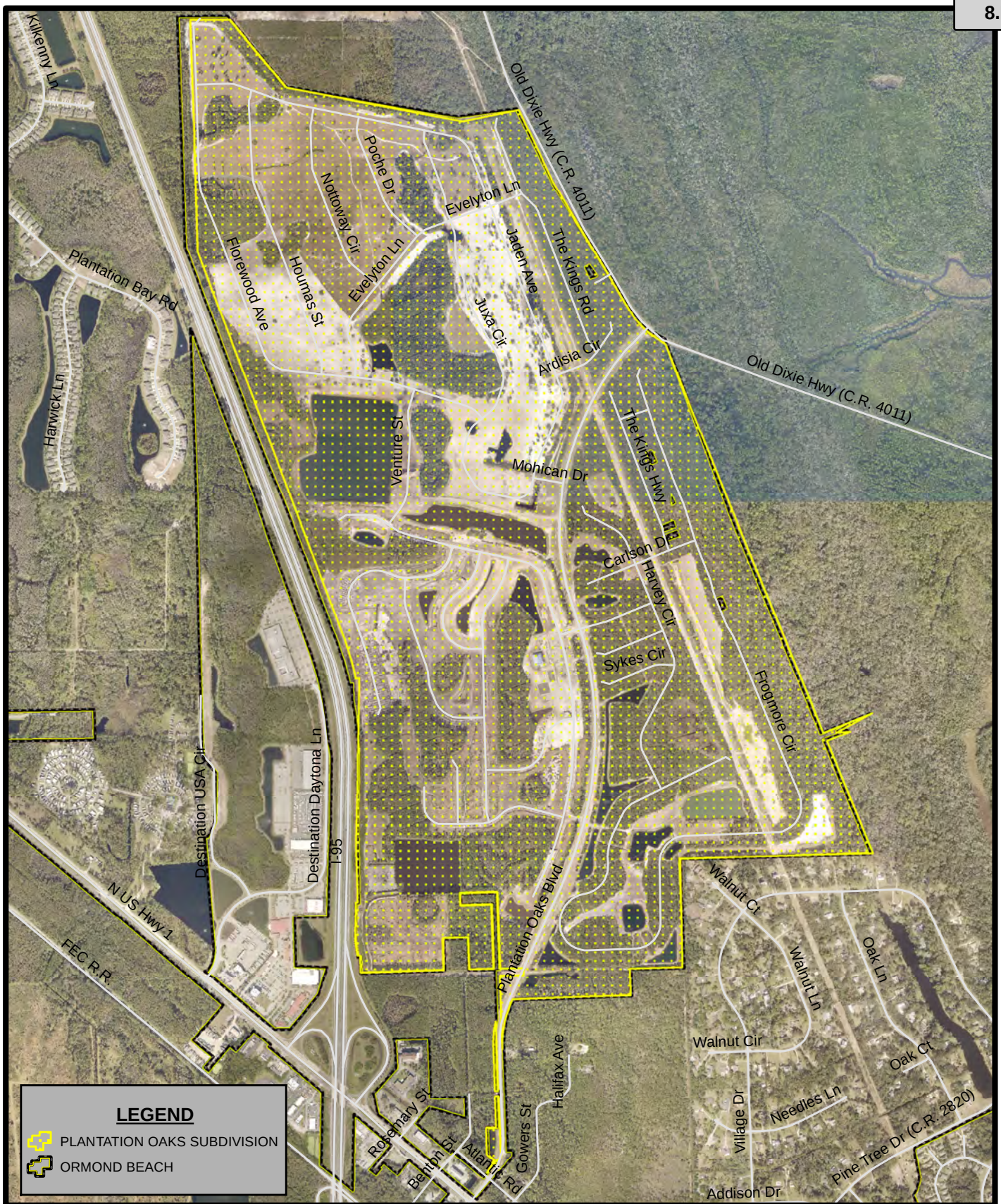
Attachment 1:

Plantation Oaks master plan



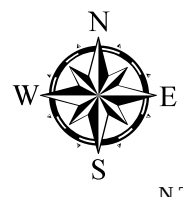
Attachment 2:

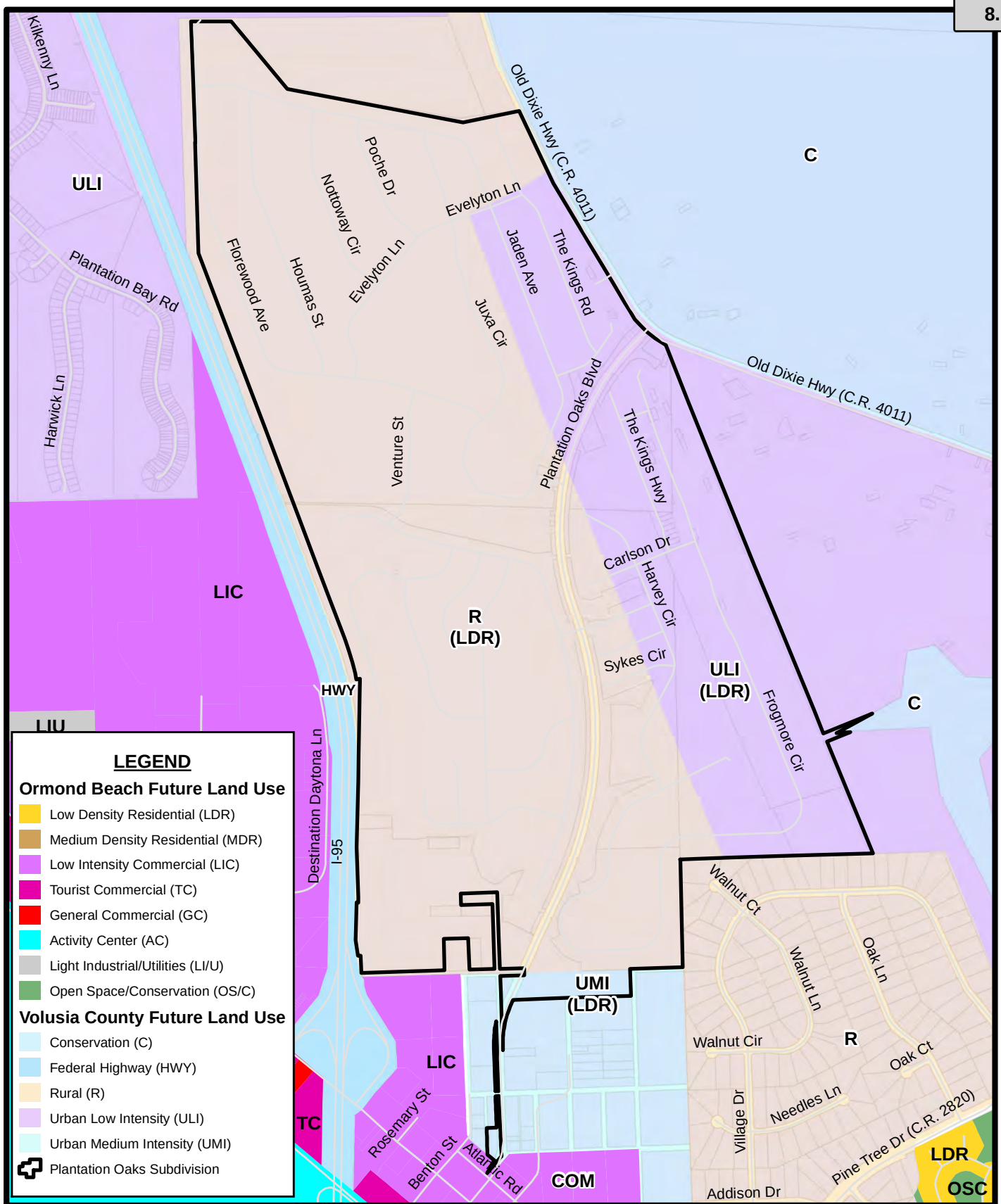
Subdivision maps and
Legal description



AERIAL MAP PLANTATION OAKS SUBDIVISION

Prepared By: The City of Ormond Beach
G.I.S. Department - March 17, 2020



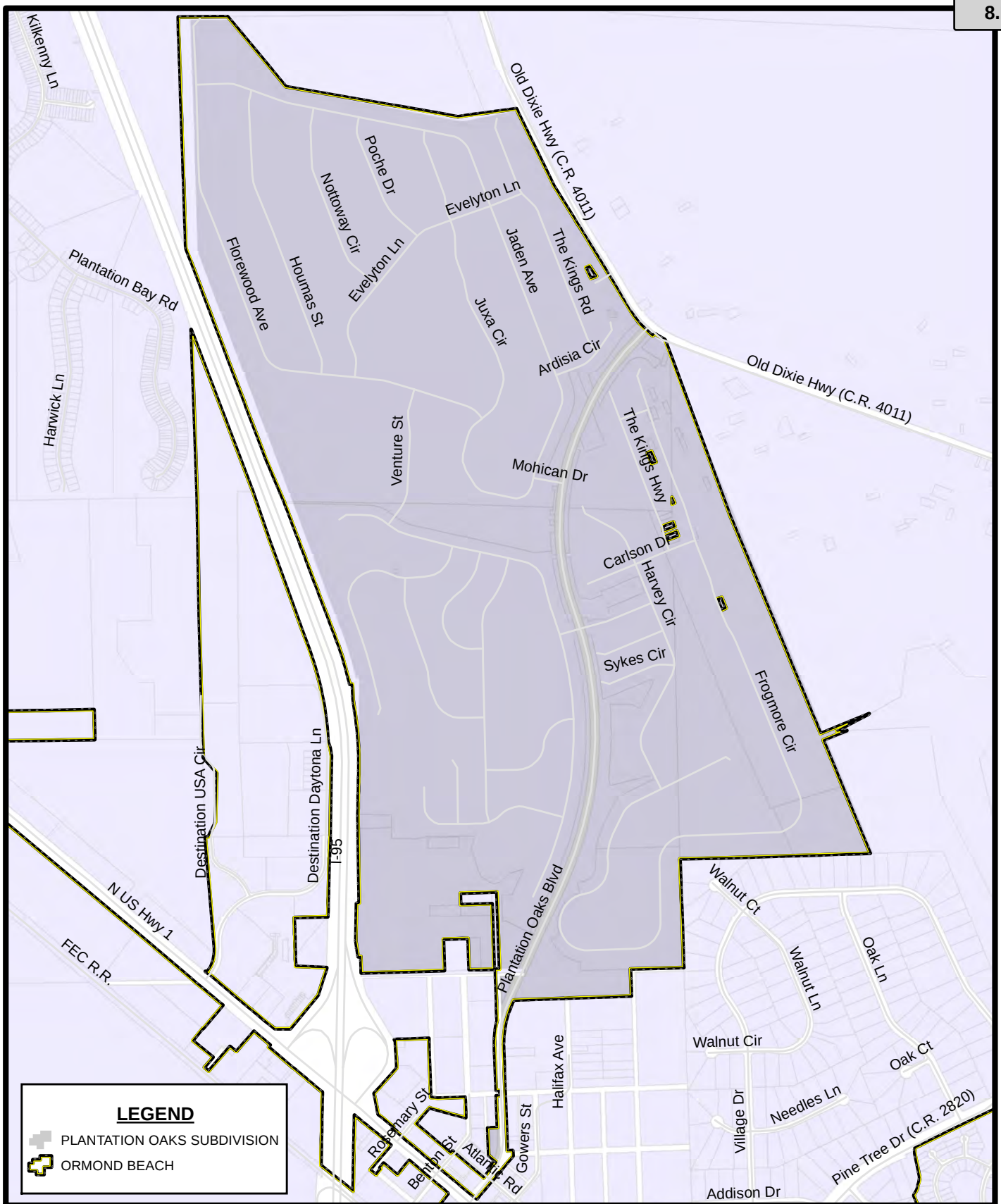


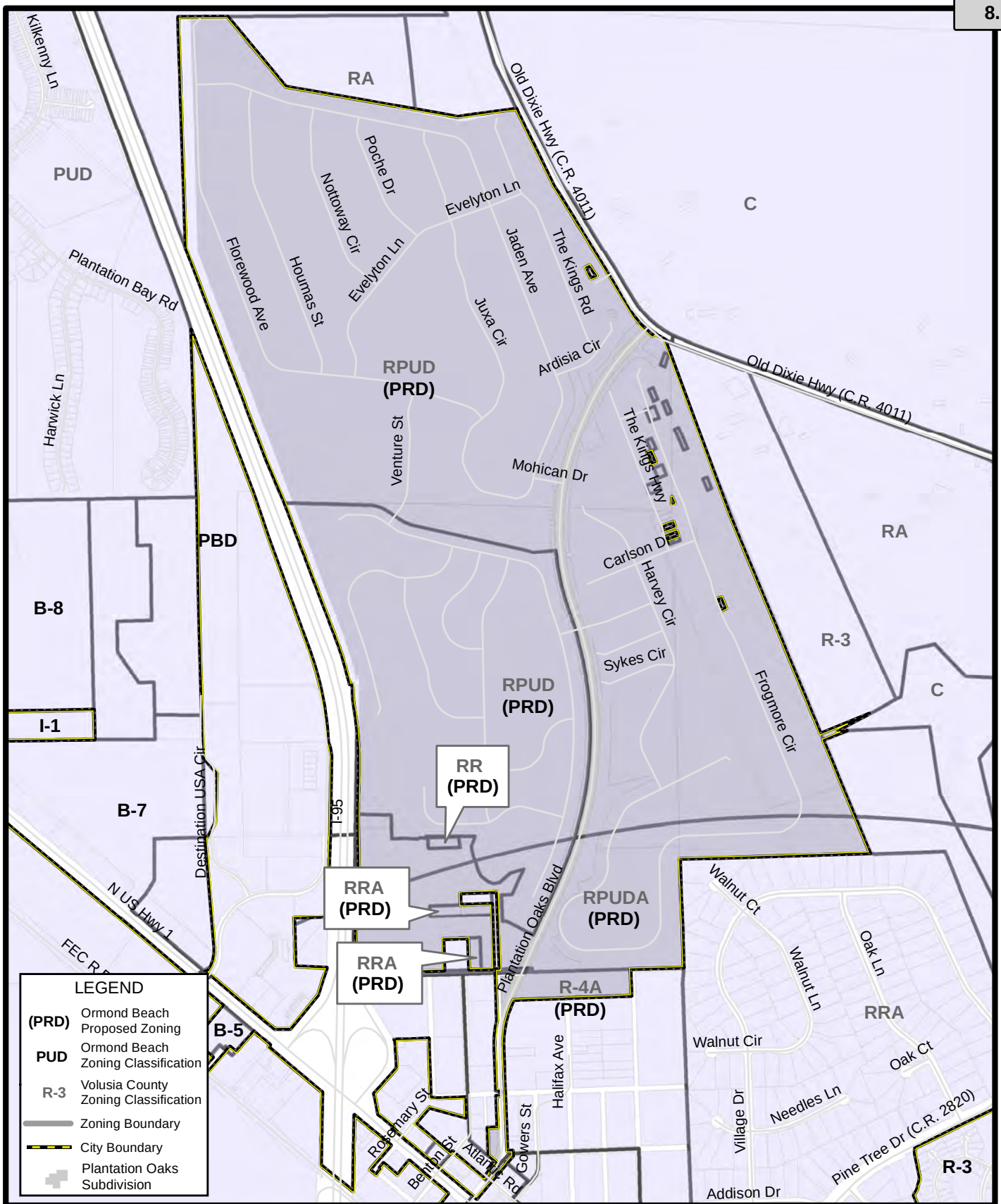
EXISTING AND PROPOSED FUTURE LAND USE MAP PLANTATION OAKS SUBDIVISION

Prepared By: The City of Ormond Beach
G.I.S. Department - March 17, 2020



N.T.S.



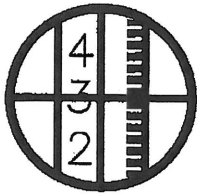


EXISTING AND PROPOSED ZONING PLANTATION OAKS SUBDIVISION

Prepared By: The City of Ormond Beach
G.I.S. Department - March 17, 2020



N.T.S.



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PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

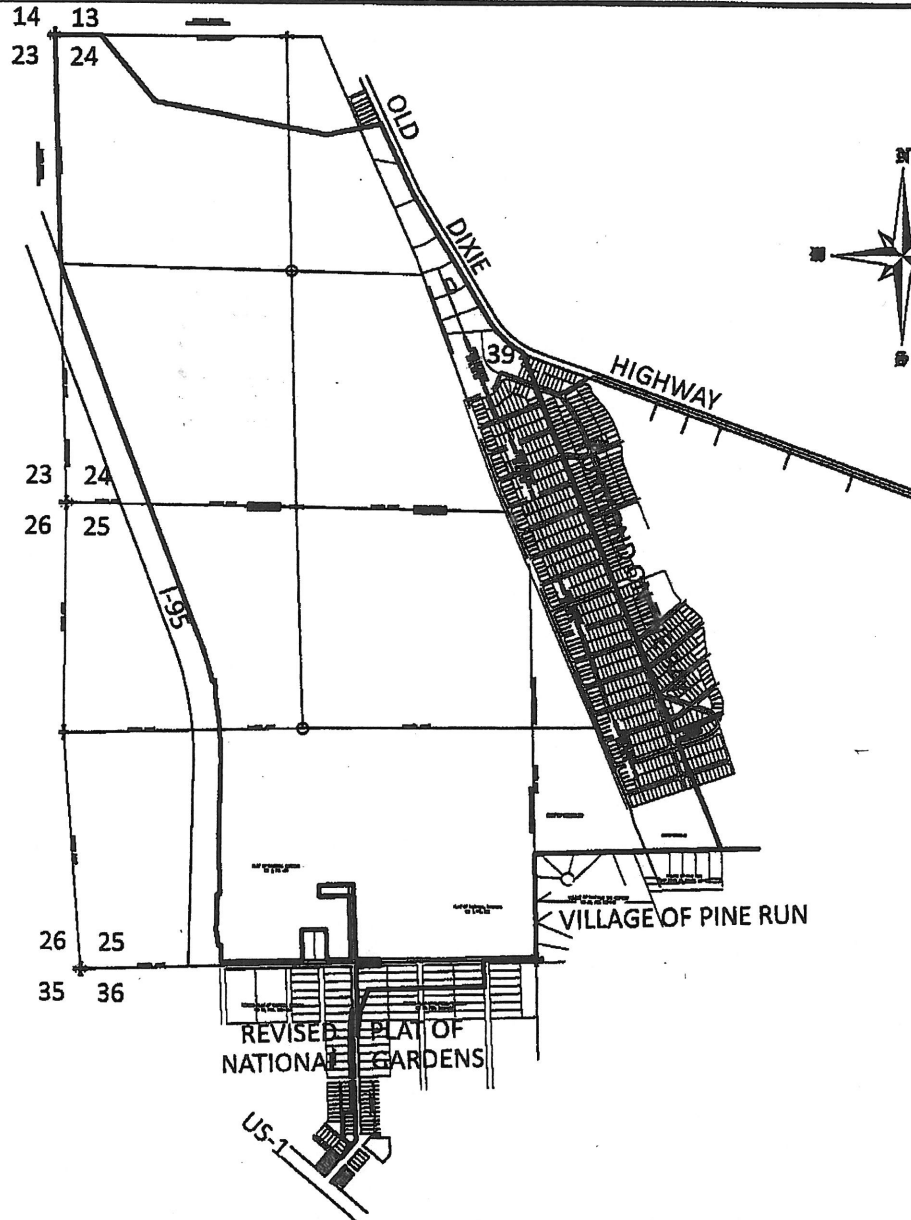
3921 NOVA ROAD

PORT ORANGE, FL. 32127

(386) 781-5385

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SKETCH OF DESCRIPTION ONLY
THIS IS NOT A BOUNDARY SURVEY

FOR: PLANTATION OAKS OF ORMOND BEACH, LLC
AND PLANTATION OAKS OF ORMOND BEACH II, LLC

DESCRIPTION: SEE SHEETS 2 & 3 OF 4

JOB #17-0391

SCALE: 1"=2000'

FIELD BOOK:

PAGE:

ABBREVIATIONS

(P)	PLATTED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
ID	IDENTIFICATION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
CL	CENTERLINE
D	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 1 OF 4

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

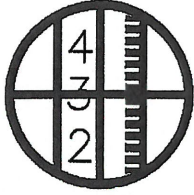
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LEGAL DESCRIPTION:

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND PART OF SECTION 30, TOWNSHIP 13 SOUTH RANGE 32 EAST, AND PART OF THE JOHN ADDISON GRANT LYING IN SECTION 40, TOWNSHIP 13 SOUTH, RANGE 32 EAST, PART OF ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 42 THROUGH 59, INCLUSIVE, PART OF ORMOND ON THE BAY SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGES 68 THROUGH 72, PART OF NATIONAL GARDENS, ACCORDING TO THE MAP THEREOF AS RECORDED IN MAP BOOK 7, PAGE 108, PART OF NATIONAL GARDENS, ACCORDING TO THE MAP THEREOF AS RECORDED IN MAP BOOK 11, PAGES 1 THROUGH 5, INCLUSIVE, AND PART OF THE REVISED PLAT OF NATIONAL GARDENS AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 24, TOWNSHIP 13 SOUTH RANGE 31 EAST, THENCE S89°57'37"E ALONG THE NORTH LINE OF SECTION 24 A DISTANCE OF 530.94 FEET; THENCE S39°18'33"E DEPARTING SAID SECTION LINE A DISTANCE OF 970.33 FEET; THENCE S79°15'13"E A DISTANCE OF 1984.77 FEET; THENCE N78°39'47"E A DISTANCE OF 641.29 FEET TO THE WESTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY; THENCE S24°59'47"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 879.74 FEET; THENCE S30°58'22"E CONTINUING ALONG SAID RIGHT OF WAY A DISTANCE OF 1855.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID RIGHT OF WAY HAVING A CENTRAL ANGLE OF 30°03'15", A RADIUS OF 1040.00 FEET, FOR AN ARC LENGTH OF 545.52 FEET; THENCE S21°49'13"E DEPARTING SAID RIGHT OF WAY LINE A DISTANCE OF 1426.20 FEET; THENCE S22°16'55"E A DISTANCE OF 3230.17 FEET; THENCE N67°40'20"E A DISTANCE OF 584.17 FEET; THENCE S61°20'15"W A DISTANCE OF 453.17 FEET; THENCE N86°20'15"E A DISTANCE OF 156.23 FEET; THENCE S67°40'20"W A DISTANCE OF 281.86 FEET; THENCE S22°16'55"E A DISTANCE OF 1337.51 FEET TO A POINT ON THE NORTH LINE OF THE VILLAGE OF PINE RUN, AS RECORDED IN MAP BOOK 35, PAGES 40 THROUGH 45, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S88°08'55"W ALONG THE SAID NORTH LINE AND ITS WESTERLY PROJECTION A DISTANCE OF 2134.80 FEET TO THE NORTHWEST CORNER OF THE VILLAGE OF PINE RUN 2ND ADDITION, AS RECORDED IN MAP BOOK 35, PAGES 148 AND 149, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S01°17'28"E ALONG THE WEST LINE OF THE VILLAGE OF PINE RUN, 2ND ADDITION, A DISTANCE OF 1198.65 FEET TO THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AFORESAID; THENCE S88°22'40"W ALONG THE SOUTH LINE OF SAID SECTION 25 A DISTANCE OF 587.30 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST RIGHT OF WAY LINE OF MANTANZAS STREET AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S02°05'06"E ALONG THE SAID WEST RIGHT OF WAY A DISTANCE OF 298.90 FEET TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 3, REVISED PLAT OF NATIONAL GARDENS, AFORESAID; THENCE S87°58'56"W ALONG THE SOUTH LINE OF SAID LOT 3, BLOCK 3 AND ALONG THE SOUTH LINE OF LOT 3, BLOCK 4, LOT 3, BLOCK 5 AND LOT 3, BLOCK 6, A DISTANCE OF 1307.40 FEET; THENCE S24°47'41"W DEPARTING SAID SOUTH LOT LINE, A DISTANCE OF 31.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 26°52'48", A RADIUS OF 1096.00 FEET, A CHORD BEARING OF S11°21'17"W, FOR AN ARC LENGTH OF 514.18 FEET, SAID POINT BEING ON THE EAST RIGHT OF WAY OF HAMMOND STREET, AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, AFORESAID, SAID POINT ALSO BEING THE POINT OF COMMENCEMENT FOR PARCEL 2 OF THIS DESCRIPTION; THENCE N02°05'06"W ALONG THE SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 792.50 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, AS SHOWN ON THE AFORESAID REVISED PLAT OF NATIONAL GARDENS; THENCE N88°22'40"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 287.31 FEET; THENCE N01°16'57"W A DISTANCE OF 80.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF PENNSYLVANIA AVENUE AS SHOWN ON THE PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 7, PAGE 108, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S88°22'40"W ALONG THE NORTH RIGHT OF WAY LINE, A DISTANCE OF 268.26 FEET TO THE EAST RIGHT OF WAY LINE OF HAMMOND AVENUE, SAID PLAT OF NATIONAL GARDENS; THENCE N02°05'06"W ALONG THE EAST RIGHT OF WAY LINE, A DISTANCE OF 855.40 FEET; THENCE S88°22'40"W ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 9, BLOCK 172, SAID PLAT OF NATIONAL GARDENS, A DISTANCE OF 405.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE S02°05'06"E ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 126.20 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE N88°22'40"E ALONG THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 345.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HAMMOND AVENUE, AFORESAID; THENCE S02°05'06"E ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 728.20 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF PENNSYLVANIA AVENUE, AFORESAID; THENCE S88°22'40"W ALONG THE SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 276.00 FEET TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 172, PLAT OF NATIONAL GARDENS, AFORESAID; THENCE N02°05'06"W ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 350.60 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE S88°22'40"W ALONG THE NORTH LINE OF SAID LOT 3 AND LOT 2, A DISTANCE OF 276.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2, THENCE S02°05'06"E ALONG THE WEST LINE IF SAID LOT 2, A DISTANCE OF 350.60 FEET TO THE NORTH RIGHT OF WAY OF PENNSYLVANIA AVENUE, AFORESAID; THENCE S88°22'40"W ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 927.11 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF INTERSTATE HIGHWAY 1-95; THENCE NORTHERLY ALONG THE EASTERLY LINE OF INTERSTATE 1-95 THE FOLLOWING COURSES AND DISTANCES, N17°17'31"W A DISTANCE OF 6.79 FEET; N01°39'54"W A DISTANCE OF 181.15 FEET; S88°20'06"W A DISTANCE OF 30.00 FEET; N08°19'09"W A DISTANCE OF 176.50 FEET; N01°08'35"E A DISTANCE OF 417.56 FEET; N88°20'06"E A DISTANCE OF 30.00 FEET N01°39'54"W A DISTANCE OF 611.55 FEET; N01°08'35"E A DISTANCE OF 849.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11°34'37", A RADIUS OF 3969.83 FEET, A CHORD BEARING OF N04°38'44"W, FOR AN ARC LENGTH OF 802.13 FEET; THENCE N01°39'54"W A DISTANCE OF 189.89 FEET; THENCE S88°20'06"W DISTANCE OF 30.00 FEET; TO A POINT ON A CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07°50'06", A RADIUS OF 3969.83 FEET, A CHORD BEARING OF N16°50'30"W, FOR AN ARC LENGTH OF 542.86 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N20°45'33"W A DISTANCE OF 4504.55 FEET TO A POINT ON THE WEST LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE DEPARTING THE EASTERLY LINE OF INTERSTATE 1-95, N01°50'18"W ALONG THE WEST LINE OF SECTION 24 A DISTANCE OF 2620.50 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM LOT 9, BLOCK 192, LOTS 13 AND 15, BLOCK 195, LOTS 11 AND 12, BLOCK 196, LOT 18, BLOCK 200, ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 42 THROUGH 59, INCLUSIVE, AND LOT 13, BLOCK 217, ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 68 THROUGH 72, INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, AND CONTAINING 45,681,566.26 SQ. FEET OR 1,048.70 ACRES MORE OR LESS (CONTINUED ON SHEET 3 OF 4)



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385

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LEGAL DESCRIPTION: (CONTINUED FROM SHEET 2 OF 4)

TOGETHER WITH

PARCEL 2

FROM THE POINT OF COMMENCEMENT OF PARCEL 2 AS DESCRIBED IN THE ABOVE PARCEL 1 DESCRIPTION; THENCE S87°54'30"W, 100.00 FEET TO THE POINT OF BEGINNING OF PARCEL 2 AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1,196.00 FEET AND CENTRAL ANGLE OF 14°51'36" WITH A CHORD BEARING N05°20'42"E 309.32 FEET; THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 310.19 FEET TO A POINT ON THE EAST LINE OF LOT 6, BLOCK 7, SAID POINT ALSO LYING ON THE WEST RIGHT OF WAY LINE OF HAMMOND STREET, A 60.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID WEST RIGHT OF WAY LINE, S02°05'06"E, 776.05 FEET TO THE NORTH RIGHT OF WAY LINE OF INDIANA AVENUE, A 60.00 FOOT PUBLIC RIGHT OF WAY, AND THE SOUTHEAST CORNER OF LOT 7, BLOCK 21, SAID REVISED PLAT OF NATIONAL GARDENS, SAID POINT ALSO BEING THE POINT OF COMMENCEMENT OF PARCEL 3; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF INDIANA AVENUE, S87°58'51"W, 40.00 FEET; THENCE N02°05'06"W, 469.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 26,979 SQ. FT. OR 0.62 ACRES, MORE OR LESS.

TOGETHER WITH

PARCEL 3

FROM THE POINT OF COMMENCEMENT OF PARCEL 3 AS DESCRIBED IN THE ABOVE PARCEL 2 DESCRIPTION; THENCE ALONG THE WEST RIGHT OF WAY LINE OF HAMMOND STREET, A 60.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, S02°05'06"E, 60.00 FEET TO THE NORTHEAST CORNER OF LOT 1 BLOCK 34, SAID POINT ALSO LYING ON THE SOUTH RIGHT OF WAY LINE OF INDIANA AVENUE, A 60.00 FOOT PUBLIC RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS AND THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY OF HAMMOND STREET, S02°05'06"E, 669.32 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF BROADWAY AVENUE, A 100.00 FOOT PUBLIC RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, S40°14'32"W, 91.23 FEET TO THE SOUTHEAST CORNER OF LOT 13, BLOCK 34, SAID POINT ALSO BEING THE NORTH RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY AS SHOWN ON SAID REVISED PLAT OF NATIONAL GARDENS AND SAID POINT BEING THE POINT OF COMMENCEMENT FOR PARCEL 4; THENCE ALONG THE SOUTH LINE OF SAID LOT 13 AND THE NORTH RIGHT OF WAY LINE OF SAID ALLEY, N49°46'30"W, 119.77 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13 AND THE EAST RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY AS SHOWN ON SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG SAID EAST RIGHT OF WAY LINE AND THE WEST LINE OF LOTS 13, 12, 11, 10, 9, AND 8, BLOCK 34, N02°05'06"W, 306.32 FEET TO THE NORTHWEST CORNER OF SAID LOT 8, BLOCK 34; THENCE ALONG THE NORTH LINE OF SAID LOT 8, BLOCK 34, N87°58'51"E, 110.00 FEET; THENCE DEPARTING SAID NORTH LINE OF LOT 8, N02°05'06"W, 350.00 FEET TO SAID SOUTH RIGHT OF WAY LINE OF INDIANA AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, N87°58'51"E, 40.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 66,386 SQ. FT. OR 1.52 ACRES, MORE OR LESS.

TOGETHER WITH

PARCEL 4

FROM THE POINT OF COMMENCEMENT OF PARCEL 4 AS DESCRIBED IN THE ABOVE PARCEL 3 DESCRIPTION; THENCE S40°14'32"W, 15.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF LOT 14, BLOCK 34 AND SAID POINT ALSO LYING ON THE NORTHWESTERLY RIGHT OF WAY LINE OF BROADWAY AVENUE, A 100.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, S40°14'32"W, 150.00 FEET TO THE SOUTHEAST CORNER OF LOT 16, BLOCK 34, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 16, N49°46'18"W, 2.74 FEET TO THE BEGINNING OF A NON TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 663.95 FEET AND CENTRAL ANGLE OF 13°15'15" WITH A CHORD BEARING N28°24'47"E, 153.25 FEET; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 153.59 FEET TO THE NORTHERLY LINE OF SAID LOT 14, BLOCK 34 AND THE SOUTHERLY RIGHT OF WAY LINE OF SAID 15.00 FOOT ALLEY; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 14 AND THE SOUTHERLY LINE OF SAID ALLEY, S49°46'18"E, 34.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,313 SQ. FT. OR 0.05 ACRES, MORE OR LESS.



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD

PORT ORANGE, FL 32127

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SURVEYORS NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE ASSUMED WITH THE BEARING ON THE NORTH LINE OF SECTION 24 BEING S89°57'37E.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. ELEVATIONS REFER TO N.G.V.D. OF 1929, PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION MONUMENT 79-78-A36 HAVING A PUBLISHED ELEVATION OF 17.10 FEET.
6. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE "X", "AH" AND "A". THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. MAP NOS. 12127C0182J, 12127C0184J, 12127C0201H & 12127C0203J. MAP EFFECTIVE DATE: FEBRUARY 19, 2014. APPROXIMATE SCALE: 1"=1000'.
7. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
8. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.
9. LIST OF LOTS (NOT VACATED) THAT ARE BI-SECTED BY THE EAST PROPERTY LINE OF THIS SKETCH OF DESCRIPTION:
ORMOND ON THE BAY, OAKWOOD PARK SECTION - PART ONE: LOTS 9 & 10, BLOCK 182; LOTS 10 & 13, BLOCK 180; LOTS 1 THRU 20, BLOCK 179; LOT 1, BLOCK 178; LOTS 2 & 3, BLOCK 187; LOTS 17 & 18, BLOCK 174
ORMOND ON THE BAY, OAKWOOD PARK SECTION - PART SIX: LOTS 17 & 18, BLOCK 173; LOTS 18 THRU 22, BLOCK 191
ORMOND ON THE BAY, OAKWOOD PARK SECTION - PART FOUR: LOTS LOTS 3 & 4, THE NORTH 1/2 OF LOT 5, LOTS 24, 25, & 26, BLOCK 203

REFERENCE:

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF	PLANTATION OAKS OF ORMOND BEACH, LLC	5-22-18	17-0391
DESCRIPTION	PLANTATION OAKS OF ORMOND BEACH II, LLC		
NOT CERTIFIED	TO ANY ENTITIES AND/OR INDIVIDUALS OTHER	THAN THOSE LISTED ABOVE.	

SHEET 4 OF 4

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR: PLANTATION OAKS OF ORMOND BEACH, LLC AND PLANTATION OAKS OF ORMOND BEACH II, LLC

	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION	5-22-18	17-0391		DH	JZ
BOUNDARY SURVEY					
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J.E. ZAPERT, P.L.S. NO. 4046
STEVEN T. KRUGER, P.L.S. NO. 4722
C.O. VAN KLEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6208

LEGAL DESCRIPTION

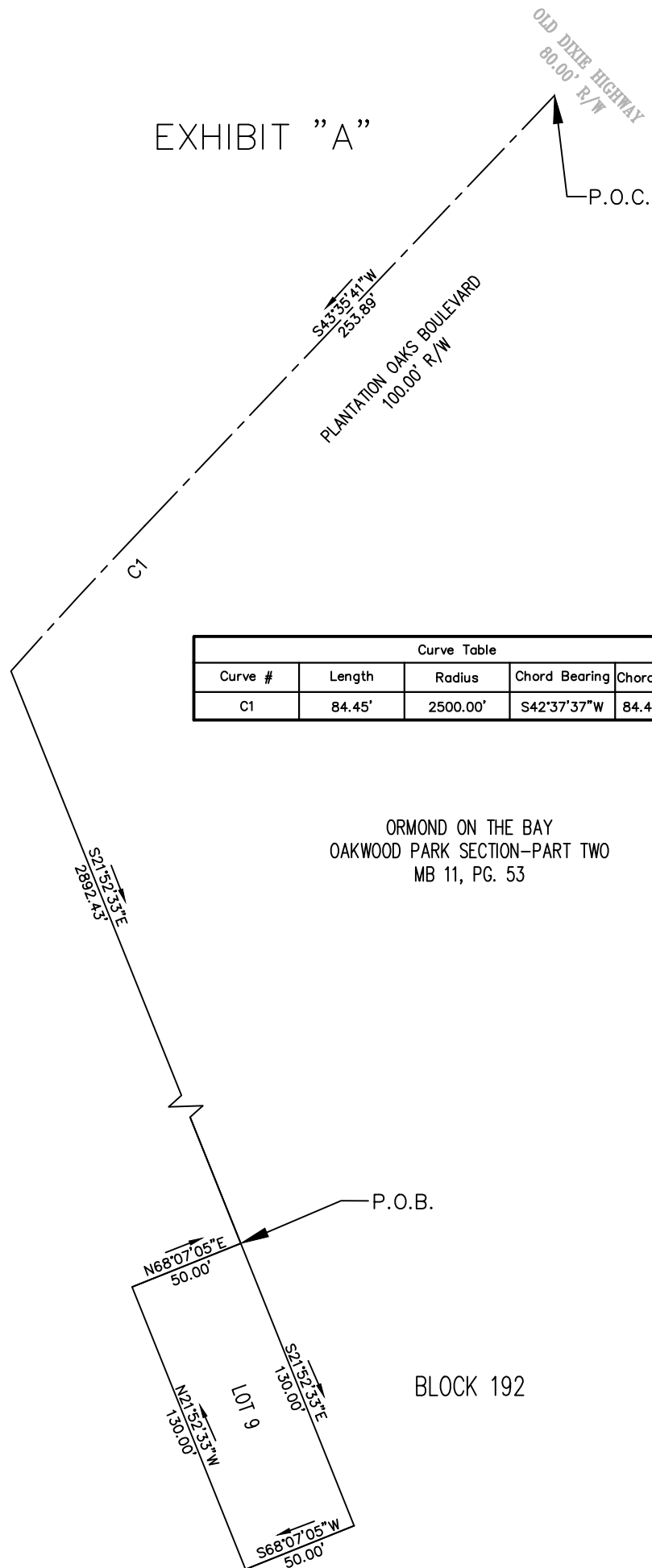
LOT 9, BLOCK 192, AS PLATTED IN THE ORMOND ON THE BAY OAKWOOD PARK SECTION, PART-TWO, MAP BOOK 11, PAGE 53, OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF PLANTATION OAKS BLVD (A 100 FOOT RIGHT-OF-WAY) AS PLATTED IN THE PLAT OF PLANTATION OAKS OF ORMOND BEACH-UNIT 1, MAP BOOK 59, PAGES 138-154, OFFICIAL RECORDS OF VOLUSIA COUNTY FLORIDA, AND THE WESTERLY LINE OF OLD DIXIE HIGHWAY (A 80 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND OCCUPIED); RUN THENCE S43°35'41"W ALONG SAID CENTERLINE A DISTANCE OF 253.89 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING CHORD BEARING OF S42°37'37"W, A CHORD DISTANCE OF 84.44 FEET, A RADIUS OF 2500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 84.45 FEET; THENCE DEPARTING SAID ARC, RUN S21°52'33"E A DISTANCE OF 2892.43 FEET TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF SAID LOT 9, SAID POINT ALSO KNOW AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE S21°52'33"E A DISTANCE OF 130.00 FEET; THENCE S68°07'05"W A DISTANCE OF 50.00 FEET; THENCE N21°52'33"W A DISTANCE OF 130.00 FEET; THENCE N68°07'05"E A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 6,500 SQ. FT. OR 0.15 AC. MORE OR LESS

SEE EXHIBIT "A" FOR SKETCH OF DESCRIPTION

EXHIBIT "A"



LEGAL DESCRIPTION

LOT 15, BLOCK 195, AS PLATTED IN THE ORMOND ON THE BAY OAKWOOD PARK SECTION, PART-TWO, MAP BOOK 11, PAGE 53, OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF PLANTATION OAKS BLVD (A 100 FOOT RIGHT-OF-WAY) AS PLATTED IN THE PLAT OF PLANTATION OAKS OF ORMOND BEACH-UNIT 1, MAP BOOK 59, PAGES 138-154, OFFICIAL RECORDS OF VOLUSIA COUNTY FLORIDA, AND THE WESTERLY LINE OF OLD DIXIE HIGHWAY (A 80 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND OCCUPIED); RUN THENCE S43°35'41"W SAID CENTERLINE A DISTANCE OF 253.89 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING CHORD BEARING OF S38°17'08"W, A CHORD DISTANCE OF 462.63 FEET, A RADIUS OF 2500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 463.30 FEET; THENCE DEPARTING SAID ARC, RUN THENCE S21°52'33"E A DISTANCE OF 1918.59 FEET TO A POINT OF INTERSECTION WITH THE NORTHWEST CORNER OF SAID LOT 15, SAID POINT ALSO KNOW AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE S21°52'33"E A DISTANCE OF 50.00 FEET; THENCE N68°07'27"E A DISTANCE OF 125.00 FEET; THENCE N21°52'33"W A DISTANCE OF 50.00 FEET; THENCE S68°07'27"W A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 6,250 SQ.FT. OR 0.14 AC. MORE OR LESS

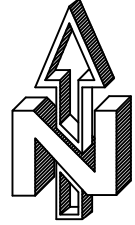
SEE EXHIBIT "A" FOR SKETCH OF DESCRIPTION

EXHIBIT "A"

OLD DIXIE HIGHWAY
80.00' R/W
P.O.C.

S43°35'41"W
253.89'
PLANTATION OAKS BOULEVARD
100.00' R/W

C1



Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord Distance
C1	463.30'	2500.00'	S38°17'08"W	462.63'

ORMOND ON THE BAY
OAKWOOD PARK SECTION-PART TWO
MB 11, PG. 53

BLOCK 195

P.O.B.

S51°33'33"E
1918.66'

S68°07'27"W
125.00'

LOT 15

N68°07'27"E
125.00'

N21°32'33"W
50.00'

S21°52'33"E
50.00'

LEGAL DESCRIPTION

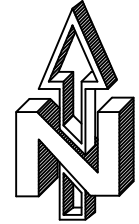
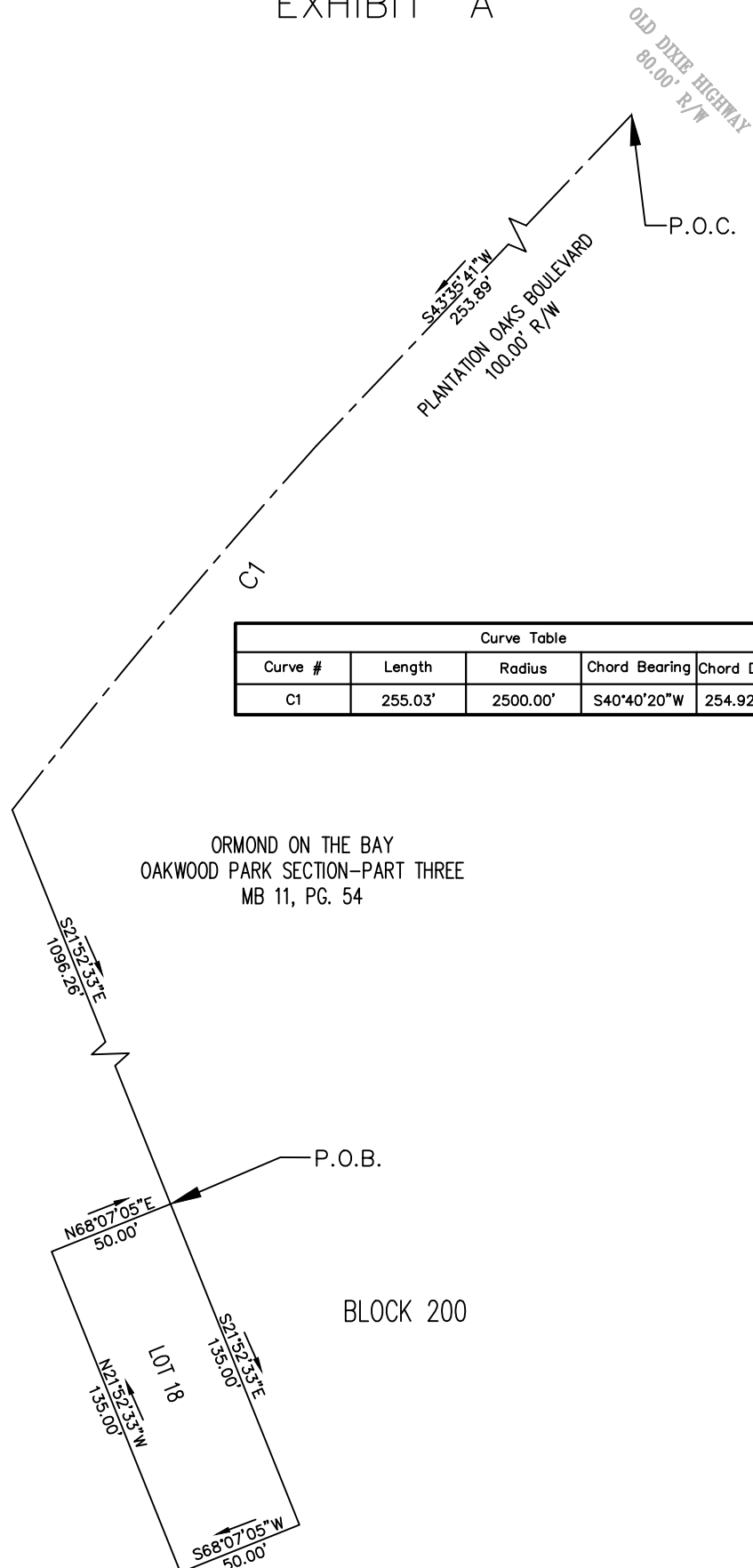
LOT 18, BLOCK 200, AS PLATTED IN THE ORMOND ON THE BAY OAKWOOD PARK SECTION, PART-THREE, MAP BOOK 11, PAGE 54, OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF PLANTATION OAKS BLVD (A 100 FOOT RIGHT-OF-WAY) AS PLATTED IN THE PLAT OF PLANTATION OAKS OF ORMOND BEACH-UNIT 1, MAP BOOK 59, PAGES 138-154, OFFICIAL RECORDS OF VOLUSIA COUNTY FLORIDA, AND THE WESTERLY LINE OF OLD DIXIE HIGHWAY (A 80 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND OCCUPIED); RUN THENCE S43°35'41"W ALONG SAID CENTERLINE A DISTANCE OF 253.89 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING CHORD BEARING OF S40°40'20"W, A CHORD DISTANCE OF 254.92 FEET, A RADIUS OF 2500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 255.03 FEET; THENCE DEPARTING SAID ARC, RUN S21°52'33"E A DISTANCE OF 1096.26 FEET TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF SAID LOT 18, SAID POINT ALSO KNOW AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE S21°52'33"E A DISTANCE OF 135.00 FEET; THENCE S68°07'05"W A DISTANCE OF 50.00 FEET; THENCE N21°52'33"W A DISTANCE OF 135.00 FEET; THENCE N68°07'05"E A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 6,750 SQ. FT. OR 0.15 AC. MORE OR LESS

SEE EXHIBIT "A" FOR SKETCH OF DESCRIPTION

EXHIBIT "A"



Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord Distance
C1	255.03'	2500.00'	S40°40'20"W	254.92'

Attachment 3:

School Board e-mail
regarding Phase 1

From: [Kozielski, Eric A.](#)
To: [Spraker, Steven](#)
Cc: [Morrissey, Saralee L.](#)
Subject: RE: Plantation Oaks
Date: Thursday, February 20, 2020 11:18:55 AM

[External Email-Use Caution] - OB/IT Helpdesk

Good Morning Steven,

The School District does not have an objection to the release of deed restrictions for the requested 669 units of the original 1577 deed restricted units.

The developer will need to pay impact fees on these 669 units as outlined in the original agreement. The 669 units in question will also now be subject to school concurrency review. The developer has submitted their application for Plantation Oaks Phase 1A which is the first 121 units of this section to be released from the age restrictions.

From: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Sent: Wednesday, February 19, 2020 4:17 PM
To: Kozielski, Eric A. <eakoziel@volusia.k12.fl.us>
Subject: RE: Plantation Oaks

 **CAUTION:** This email originated from an external source. Do not click links or open attachments unless you know the content is safe.

Good afternoon,

Please see the information attached. As part of the assignment of zoning from Volusia County to Ormond beach, the project developers are seeking to lift the age restriction for phase 1, approximately 669 units. Prior to move the request forward, city staff is seeking the input and requirements of Volusia County school staff.

Thank you

Steven

Steven Spraker, AICP
 Planning Director



Planning Department
 22 South Beach Street, Room 104

Ormond Beach, FL 32175
 Direct Line: 386.676.3341
 Department: 386.676.3238
 Cell: 386.366.1590
 Fax: 386.676.3361
 E-mail: Steven.Spraker@ormondbeach.org

-----Original Message-----

From: Kozielski, Eric A. [<mailto:eakoziel@volusia.k12.fl.us>]
 Sent: Wednesday, February 19, 2020 3:38 PM
 To: Spraker, Steven <Steven.Spraker@ormondbeach.org>
 Subject: Plantation Oaks

[External Email-Use Caution] - OB/IT Helpdesk

Steven,

I have an application for concurrency for 121 lots in section 1A of Plantation Oaks. I will move forward on the review based on our conversation this morning however if you could fill out page 3 of the attached new format application for my records.

I gave you the complete application and fee schedule so you have a copy for new applicants.

Thanks,

Eric

Eric A. Kozielski
 Planning, GIS Specialist
 Volusia County Schools
 Planning Department
 3750 Olson Dr.
 Daytona Beach FL, 32124
 (386) 947-8786 x50810

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Attachment 4:

Volusia County
development order
approvals

November 21, 2002

**Volusia County Council
Resolution 2002-199**

**Book 4988
Pages 140-211**

12/24/2002 14:48
Instrument # 2002-295451
Book: 4988
Page: 140

PUD DEVELOPMENT AGREEMENT
IN THE COUNTY COUNCIL OF THE
COUNTY OF VOLUSIA FLORIDA

IN RE: Application #PUD-02-097 for

PLANTATION OAKS OF ORMOND BEACH L.C.

RESOLUTION # 2002-199

ORDER AND RESOLUTION

GRANTING A REQUEST FOR CHANGE OF ZONING FROM RR, RA, R-3, TO

PLANTATION OAKS OF ORMOND BEACH

PLANNED UNIT DEVELOPMENT

(RPUD)

The application of Plantation Oaks of Ormond Beach, L.C., hereinafter, "Applicant", for rezoning was heard by and before the Volusia County Council, Volusia County, Florida, on November 21, 2002. Based upon the verified Application and other supporting documents, maps, charts, overlays, other evidence and instruments; the advice, report, and recommendations of the Growth and Resource Management Department, Legal, and other Departments and agencies of Volusia County; and the testimony adduced and evidence received at the Public Hearing on this Application by the Planning and Land Development Regulation Commission on June 9, 2002, and otherwise being fully advised, the Volusia County Council does hereby find and determine as follows:

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GENERAL FINDINGS

A. That the application of Plantation Oaks of Ormond Beach L.C., was duly and properly filed herein on June 3, 2002, as required by law.

B. That all fees and costs which are by law, regulation or Ordinance required to be borne and paid by the Applicant have been paid.

C. That the Applicant is the Contract Purchaser of a 1,033.75 acre parcel of land which is situated in Volusia County. This parcel of land is described more particularly in the survey and legal description, a true copy of which is attached hereto as EXHIBIT "A".

D. That the Applicant has held a pre-application meeting as required by the Volusia County Zoning Ordinance No. 80-8, as amended.

E. That the Applicant has complied with the "Due Public Notice" requirements of the Volusia County Zoning Ordinance No. 80-8, as amended.

F. That the owner of the property, National Gardens Trust, through its authorized Agent, J. Doyle Tumbleson, agrees with the provisions of the Development Agreement.

FINDINGS REGARDING REZONING

A. That the Applicant has applied for a change of zoning from the present zoning classification(s) of the parcel described in Exhibit "A" from RR, RA, R-3, to Planned Unit Development (RPUD).

B. That the said rezoning to an RPUD is consistent with the National Gardens Trust Development of Regional Impact Development Order, the Volusia County Comprehensive Plan, Ordinance No. 90-10, as amended, and the intent and purpose of the Volusia County Zoning Ordinance No. 80-8, as amended, and does promote the public health, safety, morals, general welfare and orderly growth of the area affected by the rezoning request.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE COUNTY ADMINISTRATION CENTER, COUNTY COUNCIL MEETING ROOM, DELAND, FLORIDA, THIS 21ST DAY OF NOVEMBER, A.D. 2002 AS FOLLOWS:

C. That the Application of Plantation Oaks of Ormond Beach L.C. for the rezoning of the subject parcel is hereby granted.

D. That the zoning classification of the subject parcel described in Exhibit "A" attached hereto, is hereby amended from RR, RA, R-3 to RPUD as described in Article VII of the Volusia County Zoning Ordinance No. 80-8, as amended.

E. That the Official Zoning Map of Volusia County is hereby amended to show the rezoning of said parcel to Plantation Oaks of Ormond Beach, RPUD.

F. That Volusia County Zoning Ordinance No. 80-8, as amended, is consistent with the provisions of the "Development Agreement" as hereinafter set forth in this Order and Resolution and with respect to any conflict between Ordinance No. 80-8, as amended, and the "Development Agreement", and the provisions of the "Development Agreement" shall govern. Volusia County Zoning Ordinance No. 80-8, as amended, shall govern with respect to any matter not covered by the "Development Agreement." The Volusia County Zoning Enforcement Official will ensure overall compliance with this Order and Resolution.

G. Unless otherwise provided for herein, Article VII Classifications and Article VIII, Supplementary Regulations of Volusia County Zoning Ordinance No. 80-8, as amended, shall apply to the RPUD in the same manner as the R-5 zoning classification for the residential areas, and the B-2 zoning classification for the non-residential areas.

H. Nothing in this Order and Resolution shall abridge the requirements of any Volusia County Ordinance, other than Zoning Ordinance No. 80-8, as amended. Timing and review procedures contained in this Order and Resolution may be modified to comply with the Volusia County Land Development Code, Ordinance No. 88-3, as amended. Further, nothing in the Development Agreement is intended to abridge the requirements of Ordinance No. 88-3, as amended, nor any other County Ordinances.

DEVELOPMENT AGREEMENT

A. **DEVELOPMENT CONCEPT** - The property shall be developed as an RPUD, substantially in accordance with the Master Development Plan. The Master Development Plan shall govern the development of the property as an RPUD and shall regulate the future land use of this parcel. The parcel size is 1033.75 acres. The maximum number of dwellings proposed is 1577 units. The Development concept is based on a three phase Development with each phase divided into sub-phases. Each lot designated on the Preliminary Plan will include a single family home and accessory structures. The Development will be an adult community with a minimum of 80% of the residents 55 years or older. Individual lots will be sold to the owner of the single family home.

1. **Master Development Plan.** The Master Development Plan shall consist of the Preliminary Plan prepared by Parker Mynchenberg & Associates, Inc., dated July 2, 2002, and revised October 31, 2002, and this Development Agreement. The Preliminary Plan is hereby approved and incorporated in this Order and Resolution and referenced as Exhibit "B". The Master Development Plan shall be filed and retained for public inspection in the Building and Zoning Division of the Growth and Resource Management Department and it shall constitute a supplement to the Official Zoning Map of Volusia County.

2. **Amendments.** All amendments of the Master Development Plan, other than those deemed by the Zoning Enforcement Official to be minor amendments, as set out by Section 813.06 of Volusia County Zoning Ordinance No. 80-8, as amended, shall require the review and recommendation of the Planning and Land Development Regulation Commission and action by the Volusia County Council in the same manner as a rezoning of the parcel.

3. Subdivision Approval. After the Master Development Plan is recorded, the Applicant will subdivide the parcel. The area to be subdivided shall be submitted for review and approval in the manner required by Article II of the Volusia County Land Development Code, Ordinance No. 88-3, as amended.

4. Final Plan Approval. After the Master Development Plan is recorded, and prior to issuance of any permits for construction, including clearing and landfill, a Final Site Plan shall be prepared and submitted for review and approval in the manner required by Article III of the Volusia County Land Development Code, Ordinance No. 88-3, as amended.

B. UNIFIED OWNERSHIP - The Applicant or his successors shall maintain unified ownership of the subject parcels. Applicant may subdivide the parcel and shall maintain unified ownership until after issuance of the Final Site Plan Development Order and/or recording of a Final Plat.

C. PHASES OF DEVELOPMENT - Phasing of the project is indicated on Sheet 6 of 34 of Preliminary Plan entitled "Preliminary Phasing Plan". The following is a breakdown of the proposed phases by number of units and construction completion.

PHASE	# UNITS	BEGIN CONSTRUCTION	COMPLETE CONSTRUCTION
1	669	2002	2008
2	414	2004	2010
3	494	2006	2012
TOTAL	1577		

The above schedule is estimated. The phasing and construction may be accelerated due to market demands or concurrent construction of phases. All land use/improvements assigned to each phase as referenced on the Preliminary Plan, Exhibit "B", shall be provided.

D. LAND USES WITHIN THE PUD - The development of the parcel shall be consistent with the uses prescribed for each area within the proposed RPUD. The location and size of said land use areas are shown on Sheet 1 of 9 of Preliminary Plan entitled, Preliminary Zoning Plan. The following land uses shall be allowed as permitted principal uses and structures along with their customary accessory uses and structures:

ITEM #	LAND USE	ACREAGE	PERCENTAGE %
1.	SF - Single-Family Standard or Single-Family Zero Lot Line Villas	604.98	58.52
2.	GC - Golf Course	216.87	20.98
3.	OS - Open Space	18.93	1.83
4.	C - Conservation	126.70	12.26
5.	R - Recreation	27.99	2.71
6.	NC - Neighborhood Commercial	1.30	0.13
7.	US - Utility Service	19.41	1.88
8.	Plantation Oaks Boulevard	17.57	1.70
	TOTAL	1033.75	100%

Note: Acreages above are approximate.

E. DEVELOPMENT STANDARDS.

1. SF - Single-Family Standard or Single-Family Zero Lot Line Villas

- (a) Purpose and Intent - The Single Family Classification provides for Housing and selected compatible uses. Compatible uses include RV and boat storage, temporary and permanent maintenance and service areas, temporary sales offices, construction storage yards, communication and utility services and stormwater management.

(b) Permitted Uses and Structures

- (1) Single-Family Standard or Single-Family Zero Lot Line Villas
- (2) RV, Boat and Trailer Storage
- (3) Contractor's Storage Yard (serving Plantation Oaks Development)
- (4) Maintenance Facilities
- (5) Temporary Sales Office
- (6) Model Center
- (7) Recreational Facilities
- (8) Entrance Guard Pavilion
- (9) Gazebos, Pavilions, Docks, Bleachers and Decks.
- (10) Free Standing Restroom Facilities.
- (11) Utility Service Uses and Facilities, including treated sewage storage and disposal according to regulations of the Florida Department of environmental Protection, access roads, and water treatment and storage facilities.
- (12) Excavations for Lakes and Stormwater Management Facilities serving the Community.
- (13) Service Area may include, but not be limited to irrigation well and pump, temporary storage of setup materials and maintenance equipment.
- (14) Communication systems, cable TV, antenna (maximum height 70 feet), and equipment.
- (15) Temporary Tree Farm/Plant Nursery for development use.
- (16) School Site

- (c) Developmental Requirements - Single-Family Standard, or Single-Family Zero Lot Line Villas
- (1) Minimum Lot Area - 5,000 S.F.
 - (2) Minimum Lot Depth 100 feet. Minimum Lot Width 50 feet
 - (3) Minimum yard size (building)
 - i) Front yard - 20 feet
 - ii) Rear yard - 20 feet
 - iii) Side yard - 7.5 feet, 0 feet on one side and 15 feet on the other side for zero lot-line lots
 - iv) Waterfront yard - 20 feet
 - (4) Minimum floor area - 1000 S.F.
 - (5) Maximum lot coverage - 35%
 - (6) Maximum building height - 35 feet
 - (7) Landscape buffer requirements - Landscaping on the residential lots will be consistent with the "Typical 65 feet x 110 feet lot, Typical Landscape" on Sheet 25 of 34 of the Preliminary Plan. A 15 foot project perimeter boundary shall include four (4) Group A trees per 100 L.F., four (4) Group B and twelve (12) Group C or D plants per 100 L.F.
 - i) Front yard - 10 feet
 - ii) Side yard - 5 feet
 - iii) Rear yard - 10 feet
 - iv) Project perimeter boundary - 15 feet
 - (8) Perimeter building setbacks - 20 feet
 - (9) Minimum building separation - 15 feet

- (10) Off-street parking requirements - Two (2) per dwelling unit, plus any additional spaces required to service additional buildings or structures per Article VIII, Section 810 of the Volusia County Zoning Ordinance No. 80-8 as amended.
 - (11) Signage requirements per Article VIII, Section 822, of the Volusia County Zoning Ordinance No. 80-8 as amended, except as referenced in this agreement.
 - (12) Six (6) major and four (4) minor project entrance signs are proposed and are indicated on the Preliminary Plan. Size, structure and copy area to be consistent with the Preliminary Plan, Sheet 24 of 34, entitled Signage and Paving Details.
 - (13) Billboards exist onsite adjacent to Interstate 95. The existing billboard locations are to remain, but are considered non-conforming structures that shall be subject to the requirements of Section 600.03, *Nonconforming Structures*, of the Zoning Ordinance.
- (d) Dimensional Requirements - Compatible Uses
- (1) Minimum Parcel Size - 0.25 acres
 - (2) Minimum Yard Size
 - i) Front Yard - 20 feet
 - ii) Rear Yard - 20 feet
 - iii) Side yard - Abutting any lot - 10 feet
 - iv) Abutting any street - 20 feet
 - (3) Maximum Building Height
 - i) 35 feet

- ii) Antennas subject to Federal, State and other Local Ordinances shall be permitted up to 70 feet in height above ground level.

(4) Maximum Lot Coverage

The maximum lot coverage with principal and accessory buildings should not exceed 45%.

2. GC -Golf Course

- (a) Purpose and Intent - The Golf Course classification (GC) provides for the construction of a golf course and golf course customary structures (clubhouse, restaurant, bar, cart barns, restrooms, maintenance facilities, starter's shed, gazebos and pavilions and stormwater retention areas as open space).
- (b) Permitted Principal Uses and Structures
 - (1) Golf course, open space, and open space recreational activities and customary accessory uses and structures including clubhouse, restaurant, bar, cart barn, maintenance facilities, restrooms, gazebos, pavilions and starter's shed.
 - (2) Utility service uses and facilities, including treated sewage effluent storage and disposal, according to the regulations of the Florida Department of Environmental Protection.
 - (3) Excavation for lakes and stormwater management facilities serving the Golf Course area or the community.
 - (4) Restroom Facilities
 - (5) Maintenance Facilities
 - (6) Temporary Tree Farms

- (7) Irrigation Facilities
- (8) Construction Equipment
- (c) Dimensional Requirements
 - (1) Minimum Building Setback:
 - From public streets providing direct access - 50 feet
 - From private streets, drives, and parking - 15 feet
 - (2) Maximum Building Height:
 - The maximum building height, measured from finished grade at the building line to the eaves, shall be as follows:
 - i) The maximum building height is 35 feet.
 - ii) Spires, belfries, cupolas, antennas, water tanks, structures customarily required to extend above the roof level, can extend for an additional 20 feet above the maximum building height. Antennas subject to federal, state and other local ordinances shall be permitted up to 70 feet in height above ground level.
 - (3) Maximum Lot Coverage - The total lot area covered with buildings and accessory uses shall not exceed 5 % for all uses.
- (d) Off-Street Parking and Loading Requirements - Per Section 810.00 of the Volusia County Zoning Ordinance No. 80-8, as amended.
- (e) Landscape Buffers - Landscape Buffers are not required.
- (f) Final Site Plan - A Final Site Plan approval procedure shall be required in accordance with the Land Development Code, as amended.
- (g) Types of Signs Permitted - The following signs shall be permitted and shall comply with Article VIII, Section 822, of the Volusia County Zoning

Ordinance.

- (1) Ground Signs
- (2) Project Signs
- (3) Temporary Signs
- (4) Wall Signs

3. OS - Open Space

- (a) Purpose and Intent - The OS classification provides for areas throughout the Plantation Oaks of Ormond Beach L.C. Community to maintain open space. Open Space consists of lakes and ponds, vegetated and generally dry retention areas, vegetated buffers, vegetated strips adjacent to street ROWs, SJRWMD jurisdictional areas, lake and ribbon pond edges and access ways, and easements have been set aside for passive and active recreation and wildlife habitat, both aquatic and uplands. All property not otherwise classified or within street ROWs shall be considered as being in the Open Space classification.
- (b) Permitted Principal Uses
 - (1) Passive recreation, non-motorized activities, trails, boat launching facilities, boat docks, and access roads.
 - (2) Utility service uses and facilities, including treated sewage effluent storage and disposal according to regulations of the Florida Department of Environmental Protection, access roads, and water treatment or storage facilities.
 - (3) Excavation for lakes and stormwater management facilities serving the golf course community.
 - (4) Temporary plant nursery and tree farm, but shall be removed and

the area landscaped when the project is substantially completed.

(5) Signs, including directional and informational signs, entrance signs and community signs.

(6) Accessory uses to the permitted principal uses.

(c) Maintenance - Plantation Oaks of Ormond Beach, L.C. will be responsible for the maintenance and upkeep of the (OS) Open Space areas, including landscape buffers, natural areas, retention ponds, etc. except those dedicated or deeded to Volusia County or other successor government unit. Such maintenance may include supplemental landscaping, underbrushing, removal of trees which have deteriorated, thinning of trees under the protected size, for forest and habitat management, and construction of fire breaks.

(d) Trees - A fifty foot (50 ft.) wide (OS) open space corridor is proposed onsite adjacent to both sides of proposed Plantation Oaks Boulevard, and adjacent to Old Dixie Highway and I-95. Landscape requirements adjacent to Plantation Oaks Boulevard on both sides are four (4) Group A trees per 100 L.F., four (4) Group B trees and eighteen (18) Group C or D plants per 100 L.F. Palms may be substituted for fifty (50) percent of the required four (4) Group A trees per 100 L.F. Open space corridors adjacent to Old Dixie Highway and I-95 shall consist of existing natural vegetation.

4. C - Conservation

(a) Purpose and Intent - This classification is intended to provide protection for existing onsite wetlands and upland buffers. It is further intended to protect and preserve the natural environment of selected areas such as submerged grassy areas, coastal marshes, mangrove areas, estuaries

and other important habitats; marine life and wildfowl; significant fresh water swamps and natural cypress and sawgrass areas that act as water retention areas; fishing, hunting and wildlife areas and any other unusual or unique feature or areas.

- (b) Permitted Principal Uses and Structures - Coastal marshes, Mangrove Areas and Estuaries Fishing, Hunting and Wildlife Management Areas Nature Trails
- (c) Dimensional Requirements - None
- (d) Off-Street Parking and Loading Requirements - None
- (e) Types of Signs Permitted
 - (1) Permanent Wetland or Upland Buffer Information Signage

5. R - Recreation

- (a) Purpose and Intent - The Recreation (R) Classification encourages the development of a full range of sport, active and passive uses.
- (b) Permitted Principal Uses and Structures
 - (1) Golf course, sport, and recreational facilities.
 - (2) Commercial uses related to golf courses, sports, and recreational activities and ancillary uses, such as public and private golf clubs, restaurants-types A and B, retail specialty sales shops, professional and personal services, exercise and health spas, swim clubs, support and maintenance facilities, gazebos, pavilions and sports facilities and clubs with indoor and outdoor facilities, including spectator facilities for activities such as racquet ball, squash, shuffleboard, bocci, horseshoes, softball, tennis, handball, and basketball.

- (3) Customary accessory uses and structures to the permitted uses.
 - (4) Essential utility service uses and facilities.
 - (5) Real estate office and sales centers, until the Plantation Oaks of Ormond Beach L.C. Community Development Plan is 95% completed and occupied. The office or sales center may be converted to other permitted uses or be a temporary structure that would be removed.
 - (6) Excavation for lakes and stormwater management facilities serving the "R" area or the community.
 - (7) Multiple buildings and facilities on a single lot, provided a final site plan is approved.
- (c) Dimensional Requirements
- (1) Minimum Project Size - For any permitted use or combination of permitted uses and structures, the parcel size shall not be less than 1 acre.
 - (2) Minimum Building Setback:
 - i) From the ROW of a public street 50 feet
 - ii) From private streets, drives, and parking 15 feet
 - iii) From other zoning classifications 20 feet
 - (3) Minimum Building Separation - The distance between the front and rear of principal buildings shall be a minimum of 25 feet, and the distance between any other combination of principal building arrangements shall be a minimum of 25 feet.
 - (4) Maximum Building Height - The maximum building height, measured from finished grade at the building line to the eaves,

shall be as follows:

- i) The maximum building height of commercial and recreational uses is 45 feet.
 - ii) The maximum building height of lodge uses is 45 feet.
 - iii) The maximum building height of club house use is 55 feet.
 - iv) The maximum building height of accessory uses is 25 feet.
 - v) Spires, belfries, cupolas, antennas, water tanks, ventilators chimneys or other similar accessory structures customarily required to extend above the roof level, can extend for an additional 20 feet above the maximum building height prescribed for the classification in which they are located. Antennas subject to federal, state and other local ordinances shall be permitted up to 70 feet in height above ground level.
- (5) Maximum Lot Coverage - The total lot area covered with principle and accessory buildings shall not exceed 45% for all commercial and recreational uses.
- (6) Maximum Impervious Surfaces - The total lot impervious surface shall not exceed 80%.
- (d) Off-street Parking and Loading Requirements
- (1) Dimensional Requirements - Off-street Parking and Loading Dimensional Requirements shall be governed by Article IV, Section 408, of the Volusia County Land Development Code Ordinance No. 88-3, as amended.

- (2) Number of Required Spaces - Off-street parking and loading requirements shall be governed by Article VIII, Section 810 of the Volusia County Zoning Ordinance No. 80-8, as amended.
- (3) Parking and Storage of Vehicles or Watercraft - Parking and Storage of Vehicles or Watercraft shall be governed by Article VIII, Section 811 of the Volusia County Zoning Ordinance No. 80-8, as amended.
- (4) Special Parking Areas - Mobile Recreational Shelters - Special Parking Areas shall be governed by Section 811.02 of the Volusia County Zoning Ordinance No. 80-8, as amended.
- (5) Residential Parking - Residential Parking shall be governed by Section 811.03 of the Volusia County Zoning Ordinance No. 80-8, as amended.
- (e) Landscape Buffer - The lot perimeter buffer shall be a minimum of twenty feet (20 ft.) and include: four (4) Group A trees per 100 L.F., four (4) Group B and eighteen (18) Group C or D plants per 100 L.F. No additional landscape buffer is required where (R) zoning abuts (OS) zoning.

6. NC - NEIGHBORHOOD COMMERCIAL

- (a) Purpose and Intent - The NC classification provides initially, a site for sales and administrative offices for Plantation Oaks of Ormond L.C. After development, the site may be used for limited commercial convenience shopping, retail, service and medical facilities and customary accessory uses and structures serving residential neighborhoods.
- (b) Permitted Principal Uses and Structures

- (1) Retail bakeries and confectionery (including preparation of products for sale on the premises).
 - (2) Barber shops, beauty shops, shoe repair shops and similar personal service stores.
 - (3) Book, stationery, newsstands, pharmacies, hardware and similar retail convenience stores.
 - (4) Convenience or "General Stores", offering a full range of grocery, delicatessen, and house wares, with or without gasoline pumps, (excluding the sale of distilled spirits with a higher alcoholic content than malt beverages or fermented wines).
 - (5) Type A and B restaurants.
 - (6) Professional, financial, administrative and medical offices.
 - (7) Laundry and dry cleaning pickup stations and self-service establishments.
 - (8) Child care centers, private schools, and Houses of Worship.
 - (9) Essential utility service uses and facilities.
 - (10) Excavation for lakes and stormwater management facilities serving the golf course or NC area.
 - (11) Customary accessory uses and structures to the permitted uses.
- (c) Dimensional Requirements
- (1) Maximum Parcel Size: 1.3 acres
 - (2) Minimum Building Setback:

Front Yard	25 feet
Rear Yard	20 feet

Side Yard

Abutting any lot: 10 feet

Abutting public street R/W 25 feet,
private road R/W 20 feet.

- (3) Maximum Building Height - The maximum building height, measured from finished grade at the building line to the eaves, shall be as follows:
- i) The maximum building height of principal uses is 35 feet.
 - ii) The maximum building height of accessory uses is 15 feet.
 - iii) The maximum building height of Churches and Houses of Worship is 55 feet.
 - iv) Spires, belfries, cupolas, antennas, water tanks, ventilators, chimneys of other similar accessory structures customarily required to extend above the roof level, can extend for an additional 20 feet above the maximum building height prescribed for the classification in which they are located. Antennas subject to federal, state and other local ordinances shall be permitted up to 70 feet in height above ground level.
- (4) Maximum Lot Coverage - The total lot area covered with principal and accessory buildings shall not exceed 45%.
- (5) Maximum Impervious Surface - The total lot impervious surface shall not exceed 80%.
- (d) Off-street Parking and Loading Requirements - Off-street parking and loading requirements shall be provided in accordance with Section 810 of the Volusia County Zoning Ordinance No. 80-8, as amended.

- (e) Landscape Buffer - The lot perimeter landscape buffer is to be a minimum of twenty (20 ft.) feet and include: four (4) Group A trees per 100 L.F., four (4) Group B and eighteen (18) Group C or D plants per 100 L.F. Palms may be substituted for twenty-five (25%) percent of the required four (4) Group A trees per 100 L.F. Additional perimeter landscape buffer is not required where (NC) site abuts (OS) zoning category.
- (f) Final Site Plan - A Final Site Plan approval procedure per the Land Development Code, Ordinance 88-3, as amended, shall be required for each lot to be developed.
- (g) Types of Signs Permitted - The following signs shall be permitted and shall comply with Article VIII, Section 822, of the Volusia County Zoning Ordinance, as amended, regarding of size and location:
 - (1) Ground Signs
 - (2) Project Signs
 - (3) Temporary Signs
 - (4) Marquee Signs
 - (5) Wall Signs

7. US - UTILITY SERVICE AREA

- (a) Purpose and Intent - The Utility Service Area (US) provides a secure and buffered area for power line overhead transmission line, utility treatment plants, maintenance facilities, public and private utility transmission lines and mains and similar uses.
- (b) Permitted Principal Uses and Structures
 - (1) Sanitary treatment plants, effluent holding facilities, effluent pumping facilities, percolation beds, and sludge drying facilities,

including customary accessory uses and structures required to operate and maintain the facilities.

- (2) Water treatment plants, water storage tanks, and water pumping facilities, including customary accessory uses and structures required to operate and maintain the facilities.
- (3) Buildings, grounds and street maintenance facilities, including storage yards for material and equipment and repair facilities, including customary accessory uses and structures.
- (4) Excavation for stormwater management facilities serving the golf course area or US area, and for other grading required to visually screen the utilities facilities.
- (5) Tree farm.
- (6) Overhead utilities.
- (7) Underground utilities.
- (8) Communication systems.
- (9) Maintenance Access
- (10) Walking or jogging trails.

(c) Dimensional Requirements

- (1) Minimum Building and Structure Setback - No building or structure shall be located within twenty-five (25) feet of the ROW of a public and 10 feet of a private street or drive. No building or structure shall be located within thirty (30) feet of a residential parcel. Setbacks from (OS) and (GC) zonings and power line easement are not required. Setbacks between multiple buildings or facilities are not required.

- (2) Maximum Building and Structure Height - The maximum building height, measured from finished grade at the building line to the eaves, shall be as follows:
- i) The maximum building height of principal uses is 45 feet.
 - ii) The maximum building height of accessory uses is the same as the principal uses.
 - iii) Spires, belfries, cupolas, antennas, water tanks, ventilators, chimneys or other similar accessory structures customarily required to extend above the roof level, can extend for an additional 20 feet above the maximum building height of the principle use. Antennas subject to federal, state and other local ordinances shall be permitted up to 70 feet in height above ground level.
- (3) Maximum Lot Coverage - Not applicable.
- (d) Off-Street Parking and Loading Requirements - Per Article VIII, Section 810, Volusia County Zoning Ordinance No. 80-8 as amended.
- (e) Access - The utility service areas may be accessed by a private street and do not have to abut or have direct access to a public street.
- (f) Landscape Buffer - A ten foot (10 ft.) wide landscape buffer is required wherever structures or parking occurs. The landscape buffer shall contain a minimum of four (4) Group A trees per 100 L.F., four (4) Group B trees and eighteen (18) Group C or D plants per 100 L.F. Palms may be substituted for twenty-five (25%) percent of the required four (4) Group A trees per 100 L.F.
- (g) Final Site Plan - A Final Site Plan approval procedure shall be required.

- (h) Types of Signs Permitted - The following signs shall be permitted and shall comply with Article VIII, Section 822, of the Volusia County Zoning Ordinance, as amended, regarding size and location:
- (1) Ground Signs
 - (2) Project Signs
 - (3) Temporary Signs
 - (4) Wall Signs
- (i) Landscaping Requirements - No additional landscaping is required.

F. ENVIRONMENTAL CONSIDERATIONS - The project site area is 1,033.75 acres.

An environmental assessment was prepared by Lotspeich & Associates, Inc. The site contains approximately 99.81 acres of jurisdictional wetlands. The proposed development will impact 1.39 acres of wetlands within the development. 0.57 acres of wetlands, will also be impacted outside of the development by the construction of the extension of Plantation Oaks Boulevard.

Mitigation for the onsite and offsite wetland impact will be mitigated onsite by enhancement of the existing wetlands and creation of a recorded conservation easement over the onsite wetland, and upland buffers onsite totaling 126.24 acres. The total acres of wetlands in the conservation easement is approximately 98.42 acres. The total acreage of uplands in the conservation easement is 27.82 acres. The onsite wetlands are to be verified by the St. Johns River Water Management District. Permits for proposed wetland impacts will be obtained from the St. Johns River Water Management District and Volusia County prior to construction.

Additionally, a report has been prepared by Southarc, Inc., the historical/archaeological consultant. A review of the site revealed one area in the proposed right-of-way of Plantation Oaks Boulevard, near the intersection of Old Dixie Highway, that was an old foundation and chimney, and has some historical value. A median is proposed in Plantation

Oaks Boulevard at this location to preserve the chimney feature. The Developer further engaged Southarc, Inc., to complete Phase II of the assessment which included studying the onsite residence and Old Kings Road. The report indicates the rest of the project does not have any historical or archaeological significance. The status of the Old Kings Road right-of-way will be reviewed during the development review process.

G. SEWAGE DISPOSAL, POTABLE WATER, AND SITE IRRIGATION - The project site will be served by Volusia County Utilities in accordance with the Comprehensive Plan, Ordinance No. 90-10, as amended, the Land Development Code Ordinance No. 88-3, as amended, and State of Florida Administrative Code 64E-6 and 64E-8.

The onsite sewage collection system, water distribution system and effluent reuse system for golf course irrigation will be designed in accordance with Volusia County specifications, and will be owned and operated by Volusia County. Reuse disposal will be required on the golf course with the (OS) zoning designation. Reuse will be required to irrigate lots or roadways. Dry lines or reuse mains may be required in the Development. A temporary septic system may be utilized for sewage disposal for the golf course, golf and park maintenance facilities, and restrooms until central utility to that phase is available.

Site irrigation will consist of two (2) separate irrigation systems. One system will irrigate the golf course and golf facilities. The system will be designed to draft irrigation from the onsite lake and ribbon pond and will be designed to accept effluent reuse as it becomes available.

The second system will service all landscaped areas outside of the golf course, including but not limited to, public and private road rights-of-ways, single family home lots, recreation and neighborhood commercial zoning areas. These areas will be irrigated primarily by wells and in accordance with the approved St. Johns River Water Management District

Consumptive Use Permit. All irrigation mains will be purple and meet Volusia County requirements for effluent reuse so, in the future, if reuse is available in excess of the golf course demands, the irrigation mains will be plumbed to convert to reuse in the future.

H. STORMWATER DRAINAGE - Provision for stormwater retention shall be in accordance with the Land Development Code, Article VIII, Ordinance No. 88-3, as amended, and Resolution No. 86-192.

I. ACCESS AND TRANSPORTATION SYSTEM IMPROVEMENTS - All access and transportation system improvements shall be provided in accordance with the Land Development Code, as amended. The parcel shall be developed in substantial accordance with the following access and transportation system improvements.

1. Access. As part of the Phase 1 construction, Broadway Avenue, a 100 foot wide dedicated County road will be constructed from U.S. 1 to Old Dixie Highway per the Preliminary Development Plan. The 100 foot right-of-way will be renamed to Plantation Oaks Boulevard. A traffic study has been prepared by Traffic, Planning & Design, Inc. The number of driveways onsite proposed to intersect the Plantation Oaks Boulevard extension is as follows:

- (a) Entrance to school site.
- (b) Entrance to Phase 2.
- (c) Entrance to Phase 3.
- (d) Entrance to golf course clubhouse.
- (e) Entrance to Phase 1 development.
- (f) Entrance to power line and to the maintenance area.
- (g) Fire Station site
- (h) Other required emergency access points.

No other connections to U.S. 1, Old Dixie Highway, or the proposed Plantation Oaks Boulevard extension onsite are proposed. Plantation Oaks Boulevard will be designed and posted at a 45 mph design speed with the exception of the first curve east of U.S. 1 which will be designed and posted at a 35 mph design speed.

2. Transportation System Improvements. The transportation improvements to the Plantation Oaks Boulevard extension will consist of a minimum of two twelve foot travel lanes with an integral six foot wide, paved bike path along the easterly side of the pavement improvements. The roadway will include Type F Curb on both sides of the street. In areas as indicated on the Preliminary Development Plan, within the 100 foot right-of-way, there is an eleven foot wide landscape median which is proposed. In these areas, the pavement width will be fourteen feet for northbound and southbound lanes. The northbound lane will include an additional six foot paved bike path. The median and edge of pavement will include Type F curbing. Additionally proposed on the west side of Plantation Oaks Boulevard, for its entire length, is a six foot wide concrete sidewalk.

Turn lanes will be provided as indicated on the Preliminary Development Plan at the golf clubhouse entrance and Phase 1, 2 and 3 entrances. The turn lanes will be designed to Volusia County and FDOT specifications, based on a 45 mph design speed.

A left hand turn lane and right hand turn lane are proposed at the intersection of Old Dixie Highway and Plantation Oaks Boulevard. The turn lanes will be designed in accordance with Volusia County specifications. Right and left turn lane requirements at U.S. 1 and Plantation Oaks Boulevard will be governed and permitted by the Florida Department of Transportation. No other turn lanes are proposed or required at the power line easement access to the maintenance area building. Traffic control devices will be provided as required by the Land Development Code. Turn lanes for the School Site will be designed and constructed by the School Board with construction of the School Site. The extension of

Plantation Oaks Boulevard will be completed with the Phase 1 construction. Additionally, the Phase 1 construction will include turn lanes in Plantation Oaks Boulevard, as indicated above. Phase 1 construction will also include the construction of the entrance road to the golf clubhouse and the entrance road to Phase 1.

There are two (2) golf cart pedestrian and maintenance crossings proposed to cross Plantation Oaks Boulevard. The crossings will be underground and the road grade of Plantation Oaks Boulevard will be raised at the two (2) crossings. The underground golf cart pedestrian and maintenance crossings will be a minimum of 10 feet wide by 8 feet high.

J. INTERNAL ROADWAYS - The internal roadways within all phases of the development will be private and gated. The roadways will be designed to Volusia County requirements. The entrance roadways will provide two twelve foot (12 ft.) wide exit lanes, one twelve foot (12 ft.) wide entrance lane and will include F Curbs and F Curb medians. The internal subdivision streets will be a minimum of twenty foot in width (two ten foot travel lanes) and will include two foot Miami Curb and gutters on both sides of the pavement. The internal sidewalks will be constructed in accordance with the Preliminary Plan. The proposed sidewalk will be six feet in width. Only the sidewalks indicated on the Preliminary Development Plan will be required. Private streets will be maintained by Plantation Oaks of Ormond Beach, L.C.

K. BUILDING OR PROPERTY OWNERS ASSOCIATION - The entire project will be maintained by Plantation Oaks of Ormond Beach L.C. There will be a property owners association. All private improvements will be owned and maintained by Plantation Oaks of Ormond Beach L.C. If the project is subdivided and a phase is sold, that portion of the development will be owned and maintained by the purchaser.

L. UNDERGROUND UTILITIES - All utilities in the Development are proposed to be underground. Overhead utilities; power, telephone, communication, and cable TV, will be permitted within the existing FP&L easement (US) Zoning. Plantation Oaks of Ormond Beach, L.C. will provide cable TV and communication utilities to the Development. At the discretion of the Applicant, cable TV and communication can be provided by a private utility.

M. TREE SURVEYS AND REPLACEMENT REQUIREMENTS - The Master Development Plan has been reviewed and is in accordance with Article X, Tree Permits, of the Land Development Code. Based on a statistical survey prepared by Craig Murray, Forester, and on field inspection of existing onsite conditions, the County shall not require a complete tree survey, only a survey of specimen trees. Replacement trees and calculations will be provided at Final Site Plan permitting. The lot lines will be adjusted wherever possible to preserve the existing hardwoods. 126 acres or 12% of the site is designated Conservation (C). Existing trees within the C designation will remain.

Based on the surveyed statistical analysis, the developed site is providing the required 15% retention of existing trees.

All streets, both public (Plantation Oaks Boulevard) and private, will be required to provide street trees at a minimum spacing of thirty-five feet (35 ft.). The street trees will be hardwoods and a minimum caliper of 2½ inches D.B.H. up to 50% of the street trees can be palms. Recreation (R) designated areas will require one (1) tree (2½ inches D.B.H. minimum) per 2,500 S.F. of landscape area.

N. PRELIMINARY/FINAL PLAT - A Preliminary/Final Plat will be prepared and reviewed for each phase of Development. The Preliminary/Final Plat will be reviewed by the County per the Land Development Code for each phase. The Preliminary/Final Plat shall be

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prepared at a minimum scale of 1" = 50 ft. and shall meet the requirements of Chapter 177, Florida Statutes.

O. VOLUSIA COUNTY IMPACT FEES - The following impact fees will be paid to Volusia County by the Applicant, in accordance with Chapter 70 of the Volusia County Code of Ordinances.

1. Fire Impact Fees
2. Road Impact Fees
3. School Impact Fees
4. Park Impact Fees

Road, School, Fire, and Park impact fees will be payable by the Applicant to Volusia County prior to issuance of a Certificate of Occupancy for the permitted structure.

The applicant agrees to pay to Volusia County School Impact Fees.

The applicant proposes to donate a 23.11 acre school site as indicated on the Preliminary Plan, to the Volusia County School Board. The site will front on Plantation Oaks Boulevard. A twelve inch (12") potable water main and an eight inch (8") sanitary force main shall be provided by the Applicant to the site with the Phase I improvements. The appraised value of the school site at the time of donation will be credited against the Phase I and subsequent phases School Impact Fees.

The Applicant proposes to dedicate a one and one half (1½) acre fire station site located within the project and adjacent to and easterly of proposed Plantation Oaks Boulevard. The appraised price of the fire station site will be credited against the Phase I Fire Impact Fee.

If Volusia County provides utilities to the site, a Master Utility Agreement will be prepared and executed between the Applicant and Volusia County for the entire development.

As phases are developed, Supplemental Utility Agreements will be prepared based on the

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equivalent residential units (ERCs) in each phase.

Due to the fact that the Applicant has agreed to pay the School Impact Fee for all dwellings, and in consideration of the magnitude of the water, sewer and reuse infrastructure improvements and associated costs, which are borne by the Applicant, the County agrees in the Master Utility Agreement, to allow dry line permitting and construction of the water, sewer and reuse improvements in Phase I prior to payment of water and sewer impact fees.

Execution of phased Supplemental Utility Agreements and payment of required water and sewer impact fees are due and payable prior to requesting clearance of the facilities for service. Guaranteed revenues will commence twelve (12) months after execution of the Supplemental Utility Agreement for each phase of sub-phase.

P. MODEL HOMES - Concurrent with construction and completion of the infrastructure, the Applicant may permit and construct model homes. The maximum number of models allowed cannot exceed 20% (twenty percent) of the total lots in the sub-phase under construction. Construction cannot commence until fire protection and stabilized access is provided. No model home will receive a final C.O. (Certificate of Occupancy) until the infrastructure for the phase is completed and approved by the County.

Q. SIGNAGE - The Preliminary Development Plan (Sheet 24 of 34) includes details, size, structure, and copy area for the signage proposed for the Development.

Major signs as indicated on the Preliminary Development Plan, are proposed at the Entrance to Phase 1, 2 and 3. Minor signs, as indicated on the Preliminary Development Plan, are proposed at the Golf Clubhouse entrance and at the intersection of Old Dixie Highway and Plantation Oaks Boulevard. Informational signs are proposed at the sales center and maintenance yard and will be monument signs with a maximum copy area of 12 square feet.

R. ON-SITE BURNING - On-site burning of construction debris, stumps, underbrush, trees, etc. is allowed onsite. Onsite burning will meet all Volusia County Standards.

S. REMOVAL OF EXCAVATION MATERIAL FROM SITE - The Applicant may remove excess excavated material from the site due to construction. All material trucked off site will leave the site via U.S. 1. No excess material may be trucked away from the site utilizing Old Dixie Highway. Applicant to request and be granted a permit from Volusia County prior to any excess fill being trucked off site.

T. DEVELOPMENT LIGHTING - Plantation Oaks Boulevard will have FP&L standard street lights spaced a maximum distance of 250 feet adjacent to the six foot (6') wide bike path. Additionally, ornamental lighting will be provided adjacent to the six (6) foot concrete sidewalk at a maximum spacing of 250 feet. Lighting will be provided at the three (3) gated entrances, the sales and maintenance area, the golf clubhouse and the three (3) clubhouse recreation areas. Tennis courts, driving range and shuffleboard courts may be lighted.

FP&L street lighting will be provided within the residential development areas. Street lights will be provided at a minimum spacing of 250 feet.

U. CLUBHOUSE AND GOLF CLUBHOUSE CONSTRUCTION STANDARDS - The Golf Clubhouse and Community Clubhouses will be built concurrently with the infrastructure of each phase and designed and constructed in accordance with the Florida Building Code. The clubhouses may be available to be utilized as emergency shelters during severe weather events.

V. BINDING EFFECT OF PLANS; RECORDING; AND EFFECTIVE DATE - The Master Development Plan, including any and all supplementary orders and resolutions, and the Preliminary Plan, shall bind and inure to the benefit of the Applicant and his successor in title or

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interest. The PUD zoning, provisions of the "Development Agreement" and all approved plans, shall run with the land and shall be administered in a manner consistent with Article IX of the Volusia County Zoning Ordinance No. 80-8, as amended.

This Order and Resolution and all subsequent Orders and Resolutions shall be filed with the Clerk of Court and recorded within sixty (60) days following execution of the document by the Volusia County Council, in the Official Records of Volusia County, Florida. One (1) copy of the document, bearing the book and page number of the Official Record in which the document was recorded, shall be submitted to the Growth and Resource Management Department. The date of receipt of this document by the Growth and Resource Management Department shall constitute the effective date of the PUD or its subsequent amendments. The Applicant shall pay all filing costs for recording documents.

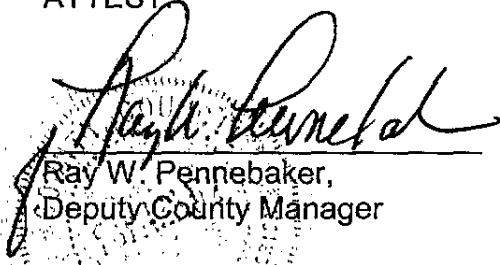
W. CONCEPTUAL APPROVAL - The parties hereto acknowledge that reductions in density and/or intensity may, and do occur; and that minor changes to roadway design, location and size of structures, actual location of parking spaces, specific locations for land uses, and locations and design of stormwater storage, landscape buffers and upland buffers may result to comply with the Volusia County Land Development Code Ordinance No. 88-3, as amended. Upon determination of the Zoning Enforcement Official, these revisions may be processed as minor amendments, as set forth in Section 813.06 of the Volusia County Zoning Ordinance No. 80-8, as amended. The Applicant agrees to revise and record the revised Preliminary Plan, which reflects any such changes, with the Clerk of Court immediately following the expiration of the thirty (30) day period for appealing Development Review Committee (DRC) decisions to the County Council. A copy of the Revised Preliminary Plan, bearing the book and page number of the Official Record in which the document was recorded, shall be submitted to the Growth and Resource Management Department.

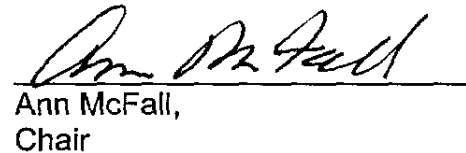
Book: 4988
Page: 174

DONE AND ORDERED by the County Council of Volusia County, Florida, this
21st day of November, 2002.

ATTEST:

VOLUSIA COUNTY COUNCIL


Ray W. Pennebaker,
Deputy County Manager


Ann McFall,
Chair

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 18th day of
Dec 2002 (mo/yr) by Ray W. Pennebaker and Ann McFall, as Deputy
County Manager and Chair, Volusia County Council, respectively, on behalf of
the County of Volusia, and who are personally known to me.



Susan M. Whittaker
My Commission DD112645
Expires August 08, 2006


NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

SUSAN M. WHITTAKER

Commission No.: DD112645

My Commission Expires: 8/8/06

WITNESSES:

Dail Zehmf
Dail Zehmf
Dail Zehmf
Dail Zehmf

Parker K. Mynchenberg, Partner

Ronnie Bledsoe, Partner

Tommy Durrance, Partner

J. Doyle Tumbleson
 J. Doyle Tumbleson, Authorized Agent

The foregoing instrument was acknowledged before me this 12th day of
December, 2002 (mo/yr) by the following who are personally known to me or
 who produced identification:

Parker K. Mynchenberg	Personally known ☒	Produced _____ as identification _____
Ronnie Bledsoe	Personally known ☐	Produced <u>FL D/L</u> as identification _____
Tommy Durrance	Personally known ☐	Produced <u>FL D/L</u> as identification _____
J. Doyle Tumbleson	Personally known ☐	Produced <u>FL D/L</u> as identification _____



Denise Lewis
 NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

Denise Lewis

Commission No.: _____

My Commission Expires: _____

Revised December 9, 2002

SHEET TITLE

- 1 LEGAL DESCRIPTION - EXHIBIT A
- 2 LEGAL DESCRIPTION - EXHIBIT A
- 3 ANNOTATED LAND USE PLAN
- 4 ANNOTATED LAND USE PLAN
- 5 ANNOTATED LAND USE PLAN
- 6 COVER SHEET
- 7 COVER SHEET
- 8 COVER SHEET
- 9 MASTER DEVELOPMENT PLAN
- 10 MASTER DEVELOPMENT PLAN
- 11 MASTER DEVELOPMENT PLAN
- 12 MASTER WATER PLAN
- 13 MASTER WATER PLAN
- 14 MASTER WATER PLAN
- 15 MASTER SEWER PLAN
- 16 MASTER SEWER PLAN
- 17 MASTER SEWER PLAN
- 18 MASTER DRAINAGE PLAN
- 19 MASTER DRAINAGE PLAN
- 20 MASTER DRAINAGE PLAN
- 21 MASTER IRRIGATION PLAN
- 22 MASTER IRRIGATION PLAN
- 23 MASTER IRRIGATION PLAN
- 24 SIGNAGE AND PAVING DETAILS
- 25 SIGNAGE AND PAVING DETAILS
- 26 SIGNAGE AND PAVING DETAILS
- 27 SIGNAGE AND PAVING DETAILS
- 28 WETLAND IMPACT/MITIGATION PLAN
- 29 WETLAND IMPACT/MITIGATION PLAN
- 30 WETLAND IMPACT/MITIGATION PLAN
- 31 WETLAND IMPACT/MITIGATION PLAN
- 32 HORIZONTAL CONTROL PLAN
- 33 HORIZONTAL CONTROL PLAN
- 34 HORIZONTAL CONTROL PLAN

**PLANTATION OAKS
OF ORMOND BEACH**

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

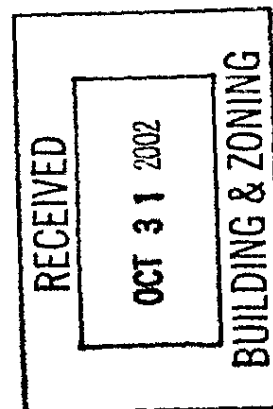


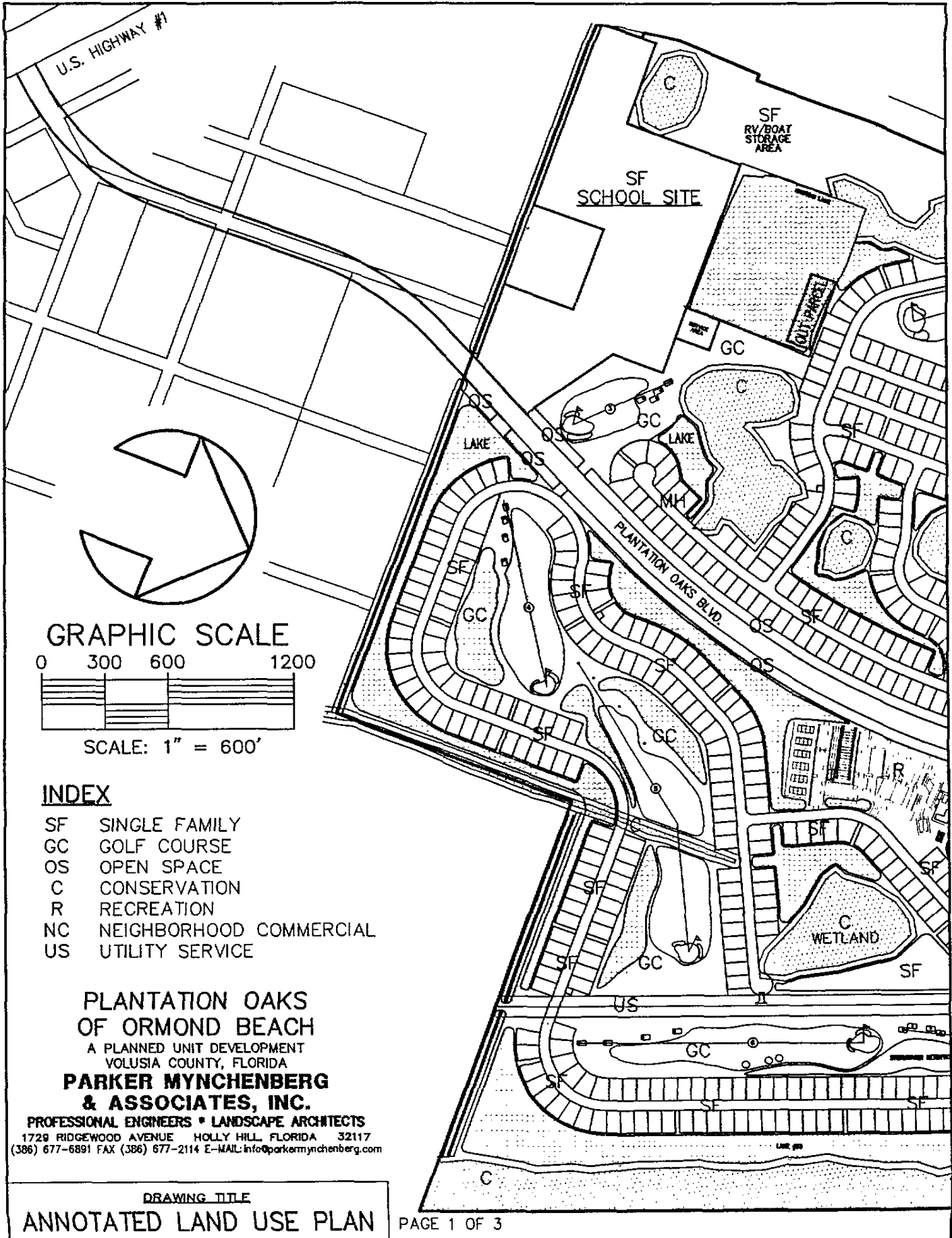
EXHIBIT "A"

DESCRIPTION

ALL OR PART OF BLOCKS 173, 174, 179, 180, 182, 183, 184, 185, 186, 187, 188, 189, 190, 192, 193, 194, 195, 196, 197, 199, AND 201, ORMOND ON THE BAY, AS RECORDED IN MAP BOOK 11, PAGES 42 THROUGH 59, AND ALL OR PARTS OF BLOCKS 202, 203, 206, 207, 216, 217, 218, 219, 224, AND 234, ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 68 THROUGH 72, SITUATED IN SECTION 39 TOWNSHIP 13 SOUTH RANGES 31 AND 32 EAST, AND ALL OR PART OF BLOCKS 169, 170, 171, 172, 173, 174, 181, AND 182, NATIONAL GARDENS, AS RECORDED IN MAP BOOK 7 PAGE 108, SITUATED IN SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, ALL BEING IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND PART OF SECTIONS 24, 25, AND 30, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND PART OF SECTION 40, TOWNSHIP 13 SOUTH RANGE 32 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 24, TOWNSHIP 13 SOUTH RANGE 31 EAST, THENCE $S89^{\circ}57'37''E$ ALONG THE NORTH LINE OF SECTION 24 A DISTANCE OF 530.94 FEET; THENCE $S39^{\circ}18'33''E$ DEPARTING SAID SECTION LINE A DISTANCE OF 970.33 FEET; THENCE $S79^{\circ}15'13''E$ A DISTANCE OF 1984.77 FEET; THENCE $N78^{\circ}39'47''E$ A DISTANCE OF 641.29 FEET TO THE WESTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY, AN 80 FOOT RIGHT OF WAY AS SHOWN ON THE PLATS OF ORMOND ON THE BAY, AFORESAID; THENCE $S24^{\circ}59'47''E$ ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 879.74 FEET; THENCE $S30^{\circ}58'22''E$ CONTINUING ALONG SAID RIGHT OF WAY A DISTANCE OF 1651.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID RIGHT OF WAY HAVING A CENTRAL ANGLE OF $32^{\circ}26'42''$, A RADIUS OF 1040.00 FEET, FOR AN ARC LENGTH OF 588.92 FEET; THENCE $S20^{\circ}35'43''E$ DEPARTING SAID RIGHT OF WAY LINE A DISTANCE OF 1394.44 FEET; THENCE $S22^{\circ}19'40''E$ A DISTANCE OF 4671.43 FEET TO A POINT ON THE NORTH LINE OF THE VILLAGE OF PINE RUN, AS RECORDED IN MAP BOOK 35, PAGES 40 THROUGH 45, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE $S88^{\circ}08'55''W$ ALONG THE SAID NORTH LINE AND ITS WESTERLY PROJECTION A DISTANCE OF 2136.30 FEET TO THE NORTHWEST CORNER OF THE VILLAGE OF PINE RUN 2ND ADDITION, AS RECORDED IN MAP BOOK 34, PAGES 148 AND 149, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE $S01^{\circ}17'28''E$ ALONG THE WEST LINE OF THE VILLAGE OF PINE RUN, 2ND ADDITION, A DISTANCE OF 1198.65 FEET TO THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AFORESAID; THENCE $S88^{\circ}22'40''W$ ALONG THE SOUTH LINE OF SAID SECTION 25 A DISTANCE OF 3555.55 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF INTERSTATE HIGHWAY I-95; THENCE NORTHERLY ALONG THE EASTERLY

LINE OF INTERSTATE I-95 THE FOLLOWING COURSES AND DISTANCES,
 N17°17'31"W A DISTANCE OF 48.34 FEET; N01°39'54"W A DISTANCE OF
 181.15 FEET; S88°20'06"W A DISTANCE OF 30.00 FEET; N08°19'09"W A
 DISTANCE OF 176.50 FEET; N01°08'35"E A DISTANCE OF 417.56 FEET;
 N88°20'06"E A DISTANCE OF 30.00 FEET N01°39'54"W A DISTANCE OF
 611.55 FEET; N01°08'35"E A DISTANCE OF 849.87 FEET TO THE POINT OF
 CURVATURE OF A CURVE CONCAVE WESTERLY; THENCE NORTHERLY
 ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF
 11°34'37", A RADIUS OF 3969.83 FEET, FOR AN ARC LENGTH OF 802.13
 FEET; THENCE N01°39'54"W A DISTANCE OF 169.89 FEET; THENCE
 S88°20'06"W A DISTANCE OF 30.00 FEET; TO A POINT ON A CURVE
 CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE TO THE
 LEFT HAVING A CENTRAL ANGLE OF 07°50'06", A RADIUS OF 3969.83
 FEET, A CHORD BEARING OF N16°50'30"W, FOR AN ARC LENGTH OF
 542.86 FEET TO THE POINT OF TANGENCY THEREOF; THENCE
 N20°45'33"W A DISTANCE OF 4504.55 FEET TO A POINT ON THE WEST
 LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE
 DEPARTING THE EASTERLY LINE OF INTERSTATE I-95, N01°50'18"W
 ALONG THE WEST LINE OF SECTION 24 A DISTANCE OF 2620.50 FEET TO
 THE POINT OF BEGINNING, EXCEPTING THEREFROM LOT 9, BLOCK 192,
 LOTS 13, 15 AND 16, BLOCK 195, LOT 2, BLOCK 196, LOTS 11, 12, 16 AND
 17, BLOCK 197, LOTS 4, 11, 18 AND 26, BLOCK 200, LOTS 5, 8 AND 9
 BLOCK 201, ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11,
 PAGES 42 THROUGH 59 AND LOT 24, BLOCK 202, LOT 23, BLOCK 203, LOT
 13, BLOCK 217, ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11,
 PAGES 68 THROUGH 72, AND LOTS 2, 3, 4, 9, 8, 38, AND 44, BLOCK 172,
 NATIONAL GARDENS AS RECORDED IN MAP BOOK 7, PAGE 108, PUBLIC
 RECORDS OF VOLUSIA COUNTY FLORIDA, AND BEING SUBJECT TO A
 100' FLORIDA POWER & LIGHT COMPANY EASEMENT.

...



PLANTATION OAKS OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

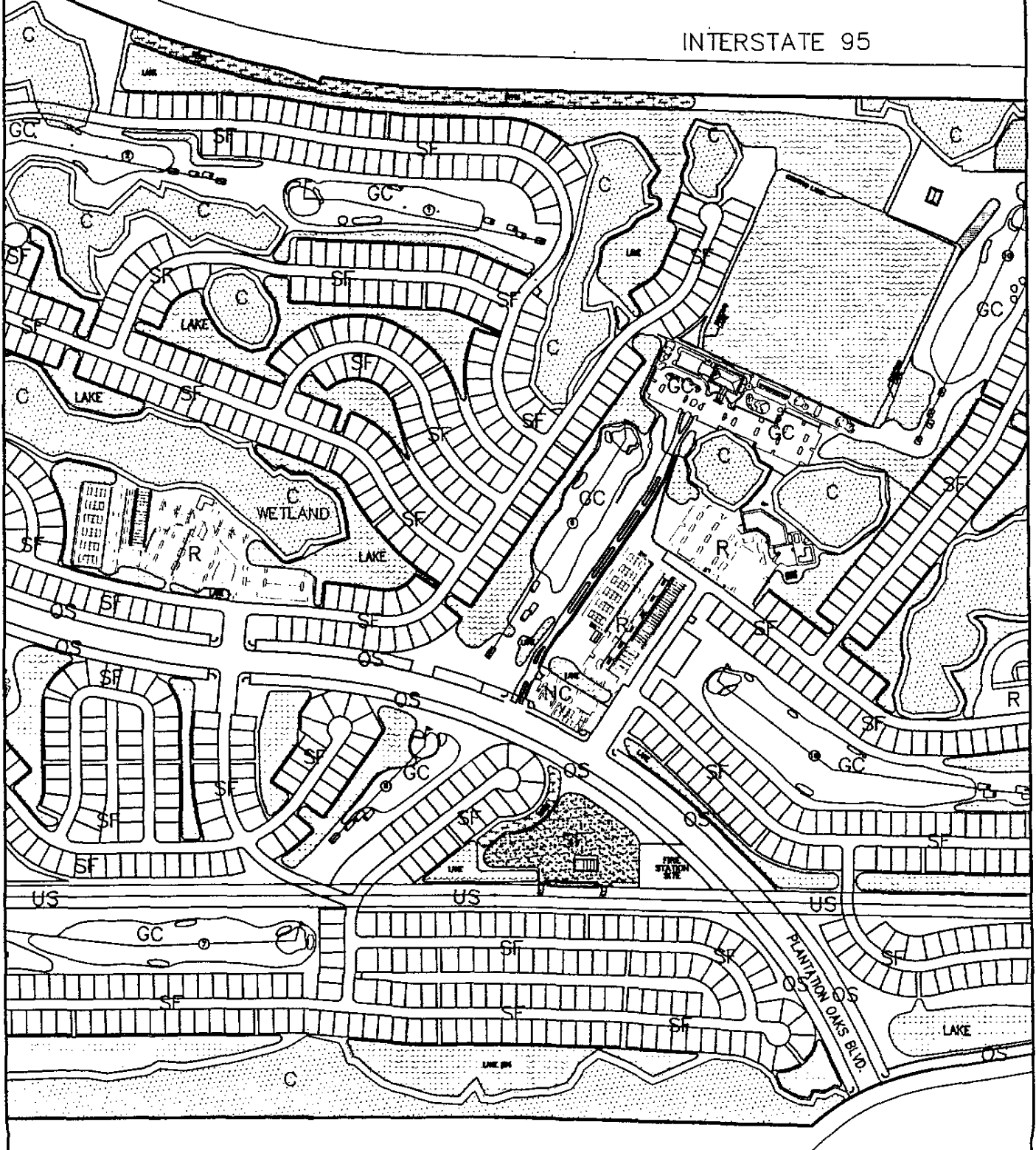
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PAGE 2 OF 3

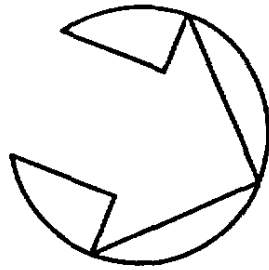
DRAWING TITLE
ANNOTATED LAND USE PLAN

INTERSTATE 95



SHEET 4 OF 34

Book: 4988
Page: 181



GRAPHIC SCALE



SCALE: 1" = 600'



**PLANTATION OAKS
OF ORMOND BEACH**

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

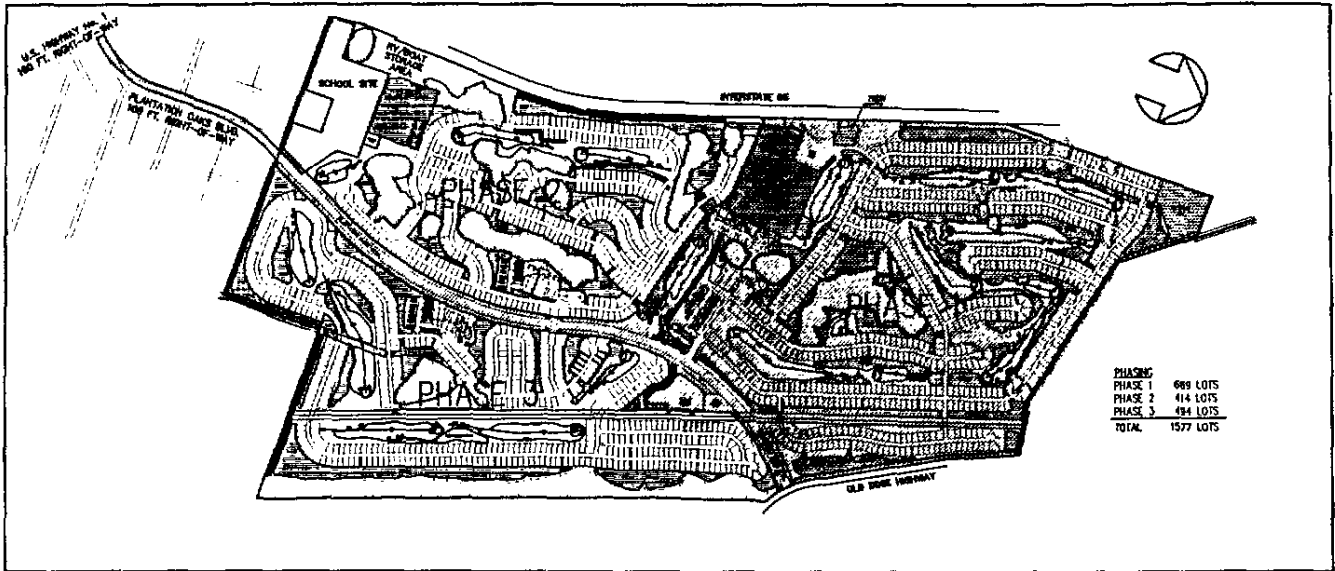
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DRAWING TITLE

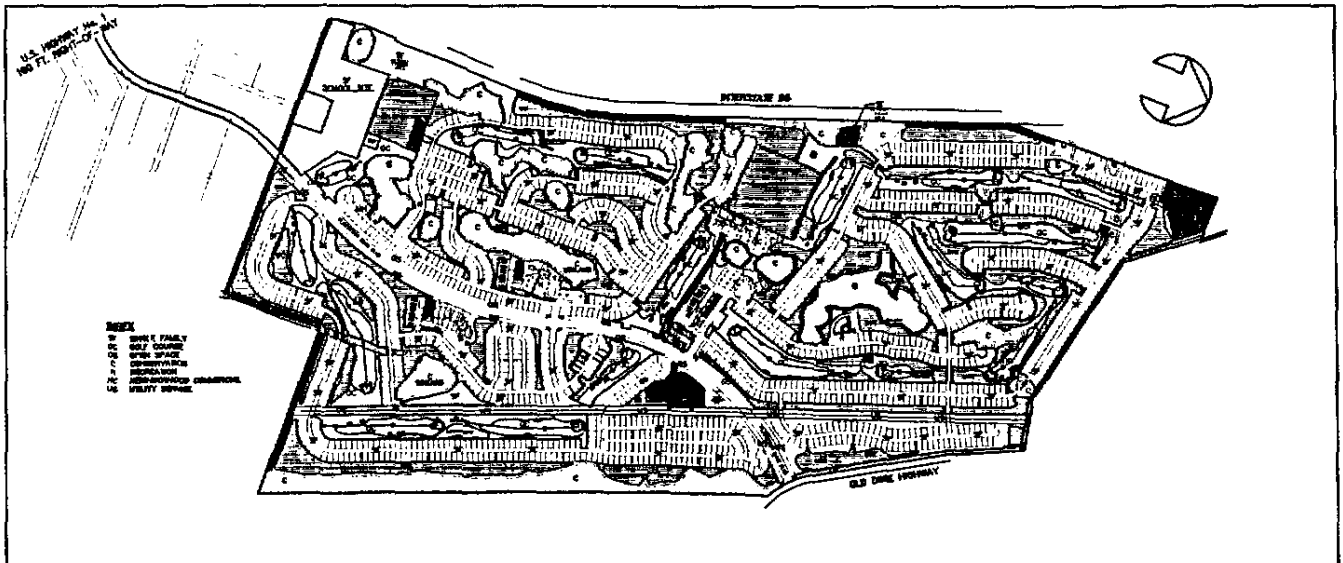
ANNOTATED LAND USE PLAN

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SHEET 5 OF 34



PRELIMINARY PHASING PLAN



PRELIMINARY ZONING PLAN

PLANTATION OAKS OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

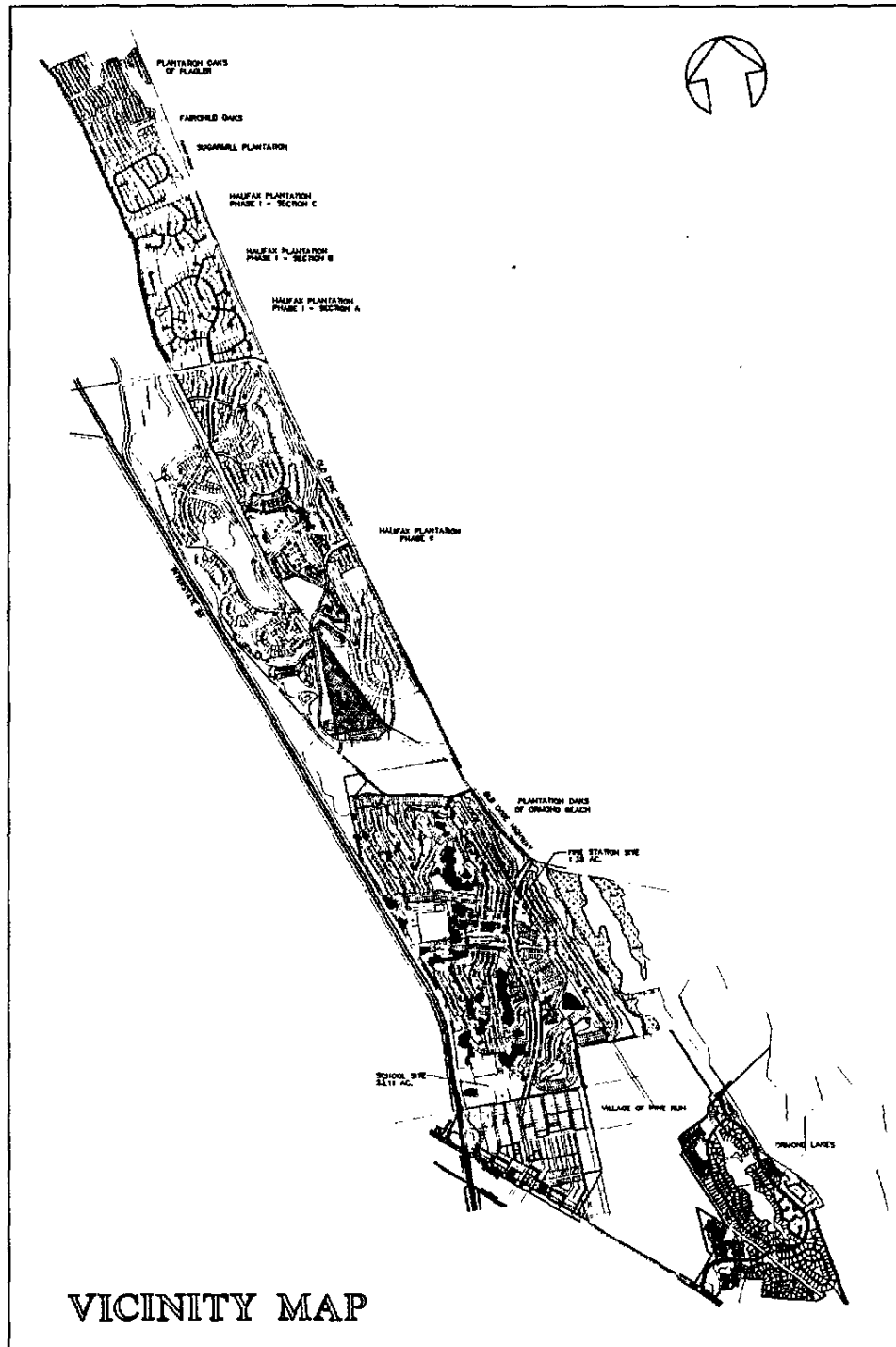
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PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
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PLANTATION OAKS OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

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SHEET NO.	DESCRIPTION
1	COVER SHEET
2	MASTER DEVELOPMENT PLAN
3	MASTER WATER PLAN
4	MASTER SEWER PLAN
5	MASTER DRAINAGE PLAN
6	MASTER IRRIGATION PLAN
7	SIGNAGE & PAVING DETAILS
8	WETLAND IMPACT/MITIGATION PLAN
9	HORIZONTAL CONTROL PLAN

GENERAL INFORMATION

PROJECT NAME:
PLANTATION OAKS OF ORMOND BEACH
VOLUSIA COUNTY**LOCATION:**

PLANTATION OAKS OF ORMOND, L.C.
PARKER MYNCHENBERG & ASSOC., INC.
PARKER MYNCHENBERG, P.E. #28846, L.A.#353
1729 RIDGEWOOD AVENUE
HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114
E-MAIL: info@parkermynchenberg.com

OWNER:

HALFAC PLANNING
VOLUSIA CONSTRUCTION
P.O. BOX 244578
SOUTH DAVENPORT, FLORIDA 32721-1578
(386) 781-8111 FAX (386) 704-2204

DESIGNER:

HALFAC PLANNING
P.O. BOX 730848
ORMOND BEACH, FLORIDA 32175-0848
(386) 677-6891 FAX (386) 677-2114

PROJECT ADDRESS:

J. DOYLE TANKERSON
P.O. BOX 1514
1729 SOUTH PALMETTO AVENUE
DAYTONA BEACH, FLORIDA 32114
(386) 252-1514 FAX (386) 252-8157

DESIGNER'S ADDRESS:

PARKER MYNCHENBERG & ASSOC., INC.
PARKER MYNCHENBERG, P.E. #28846, L.A.#353
1729 RIDGEWOOD AVENUE
HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114
E-MAIL: info@parkermynchenberg.com

CLIENT:

HALFAC PLANNING, INC.
C. S. BERNARD, P.L.C. #4448
1729 RIDGEWOOD AVENUE
HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114

PLANNING & ARCHITECTS:

KARL LUTHECH
LUTHECH & ASSOCIATES, INC.
2111 W. FARMERS AVENUE
PATER PARK, FLORIDA 32768-1214
(407) 740-0442 FAX (407) 645-1305

ENGINEERING:

THOMAS ROTHMAN, P.E.
THOMAS ROTHMAN & SONS, INC.
530 VERNON AVENUE, SUITE 200
MILWAUKEE, WISCONSIN 53106-1000
(414) 636-8900 FAX (414) 636-8900

SITE INFORMATION

PROJECT ADDRESS: 1,033.75 ACRES
PROPOSED LOTS: 1,577

SITE ADDRESS:

1729 RIDGEWOOD AVENUE
HOLLY HILL, FLORIDA 32117
1729 RIDGEWOOD AVENUE
HOLLY HILL, FLORIDA 32117
1729 RIDGEWOOD AVENUE
HOLLY HILL, FLORIDA 32117
1729 RIDGEWOOD AVENUE
HOLLY HILL, FLORIDA 32117
1729 RIDGEWOOD AVENUE
HOLLY HILL, FLORIDA 32117

LAND USE DATA:

TOTAL AREA = 1,033.75 ACRES
TOTAL FEET OF STREETS
PUBLIC (ON SITE) = 2,500 FT
PUBLIC (OFF SITE) = 2,500 FT
PRIVATE = 44,000 FT
AREA OF PUBLIC LAND (ON SITE) (P/L) = 17.42 ACRES
AREA OF PUBLIC LAND (OFF SITE) (P/L) = 6.96 ACRES
TOTAL SITE = 23.11 ACRES
OFFICE AND STORAGE SITE = 1.36 ACRES
AREA OF PRIVATE LAND = 864.62 ACRES
TOTAL NUMBER OF LOTS: 1,577
DENSITY = 1.53 DU/AC
TAX PARCEL NO:
2124-00-00-0000
2125-00-00-0000
2126-00-00-0000
2127-00-00-0000
2128-00-00-0000
2129-00-00-0000

GENERAL NOTES

1. SUBMITTAL PREPARED BY PARKER MYNCHENBERG & ASSOCIATES, INC., 1729 RIDGEWOOD AVENUE, HOLLY HILL, FLORIDA 32117.
2. TELEPHONE, ELECTRIC AND CABLE TELEVISION SERVICE SHALL BE INSTALLED UNDERGROUND.
3. CONTRACTOR SHALL VERIFY THE CORRECTION OF CONSTRUCTION AND VERIFY THE CORRECTION OF THE SUBMITTAL, IF ANY.
4. WATER MAINS SHALL BE 12" PVC OR 16" C-900 AND SHALL HAVE ONE INCH EQUIPMENT OUTSIDE VALVE.
5. TRAFFIC CONTROL SIGNS SHALL BE IN ACCORDANCE WITH THE MANUAL SPECIFICATIONS. ALL REQUIRED STOP SIGNS, SPEED LIMIT AND STREET NAME SIGNS SHALL BE PROVIDED BY THE DEVELOPER.
6. ALL TRAFFIC CONTROL SIGNS SHALL BE FURNISHED IN ACCORDANCE WITH THE MANUAL SPECIFICATIONS. ALL REQUIRED STOP SIGNS, SPEED LIMIT AND STREET NAME SIGNS SHALL BE PROVIDED BY THE DEVELOPER.
7. THERE ARE NO KNOWN BURIED UTILITIES OR PUBLIC UTILITIES ON THE SITE. THE DEVELOPER SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES ON THE SITE. THE DEVELOPER SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES ON THE SITE.
8. THE DEVELOPER SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES ON THE SITE. THE DEVELOPER SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES ON THE SITE.
9. THE DEVELOPER SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES ON THE SITE. THE DEVELOPER SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES ON THE SITE.
10. THE DEVELOPER SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES ON THE SITE. THE DEVELOPER SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES ON THE SITE.
11. WATER AND SEWER SYSTEMS SHALL BE DEDICATED TO THE CITY OF ORMOND BEACH.
12. ALL PAVING MATERIALS AND SIGNAGE SHALL BE FURNISHED AND SHALL BE INSTALLED IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS.

PLANTATION OAKS
OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

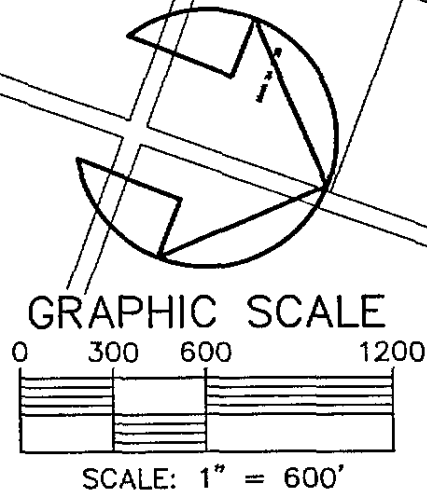
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
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**PLANTATION OAKS
OF ORMOND BEACH**

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
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MASTER DEVELOPMENT PLAN

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PLANTATION OAKS OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

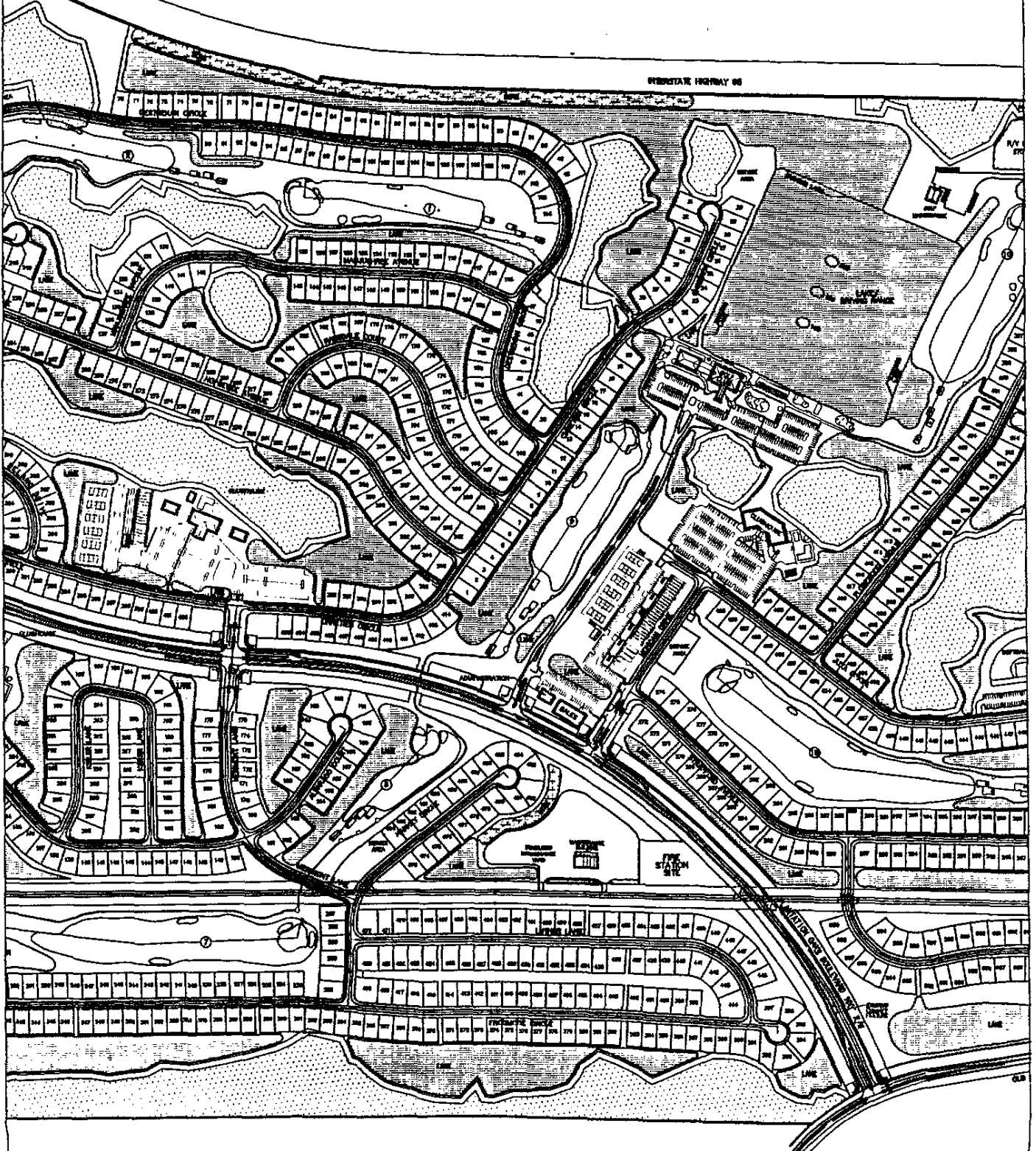
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(386) 677-0601 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

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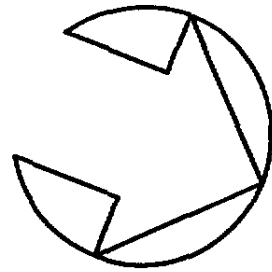
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GRAPHIC SCALE



SCALE: 1" = 600'



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GRAPHIC SCALE

0 300 600 1200



SCALE: 1" = 600'

PLANTATION OAKS OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

PARKER MYNCHENBERG & ASSOCIATES, INC.

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DRAWING TITLE MASTER WATER PLAN

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PLANTATION OAKS OF ORMOND BEACH

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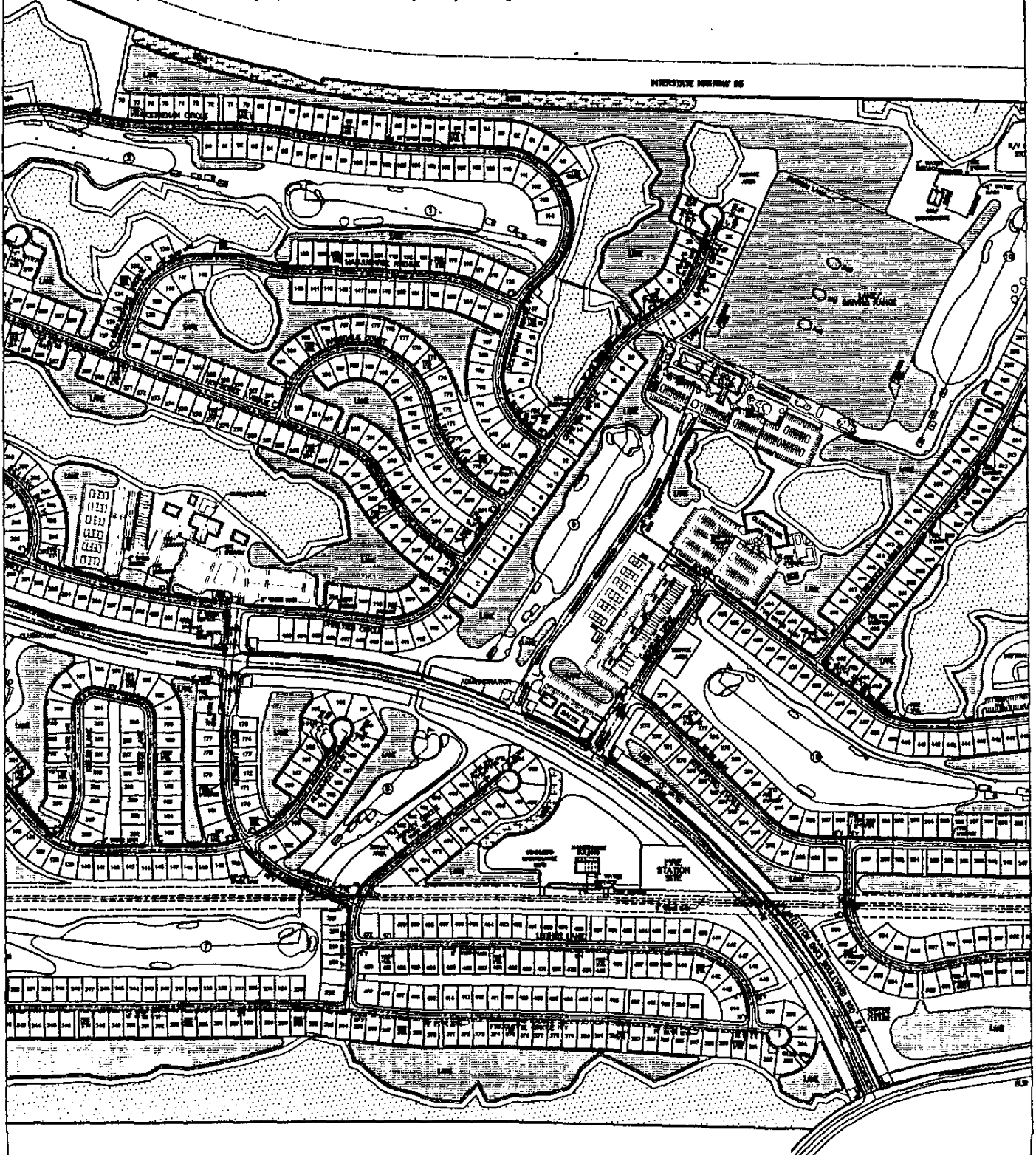
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MASTER WATER PLAN

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

PARKER MYNCHENBERG & ASSOCIATES, INC.

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PLANTATION OAKS OF ORMOND BEACH

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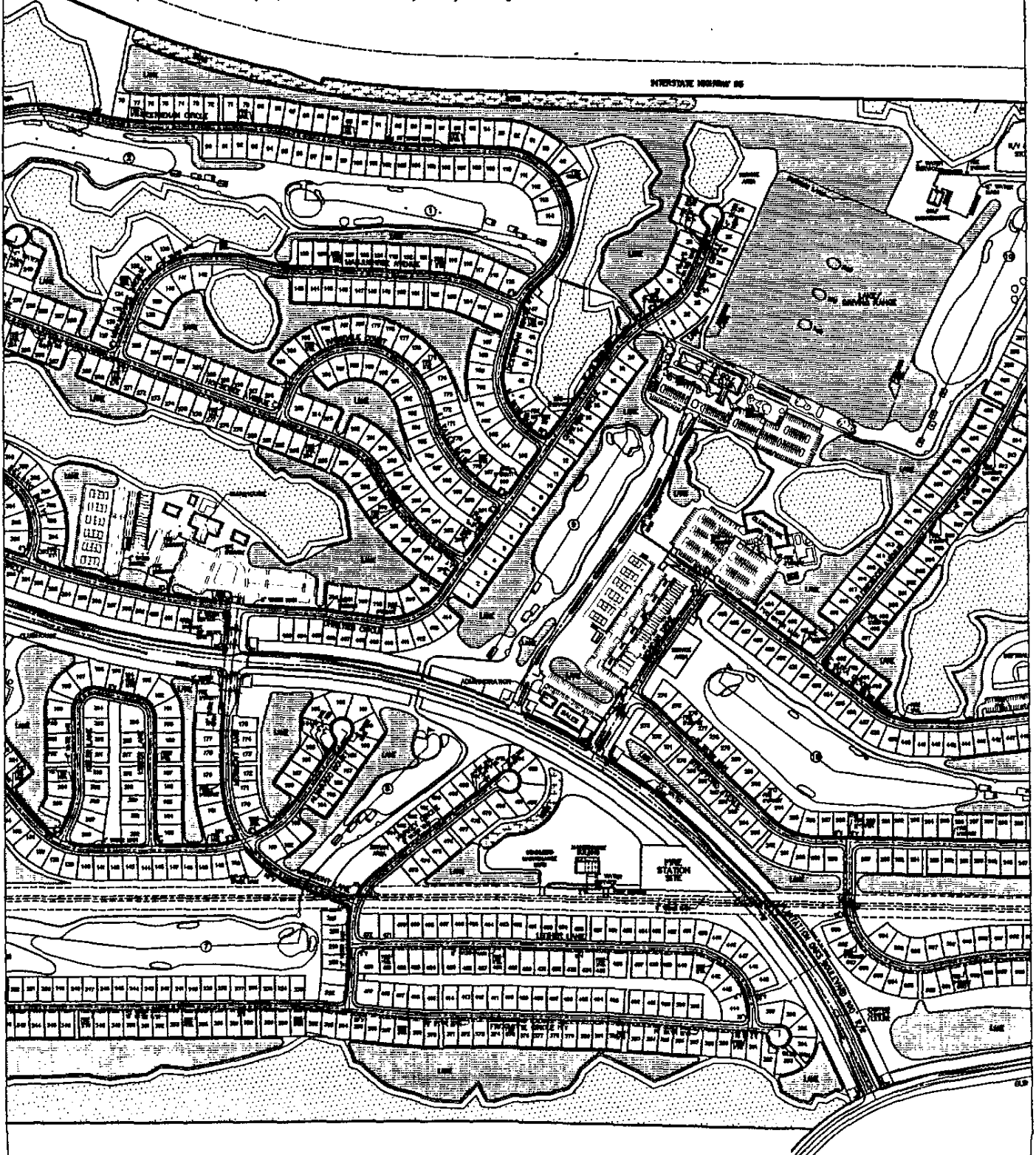
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A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

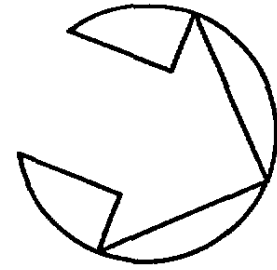
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GRAPHIC SCALE



SCALE: 1" = 600'

PLANTATION OAKS
OF ORMOND BEACHA PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA**PARKER MYNCHENBERG
& ASSOCIATES, INC.**PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
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GRAPHIC SCALE
0 300 600 1200



SCALE: 1" = 600'

PLANTATION OAKS OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

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DRAWING TITLE
MASTER SEWER PLAN

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PLANTATION OAKS OF ORMOND BEACH

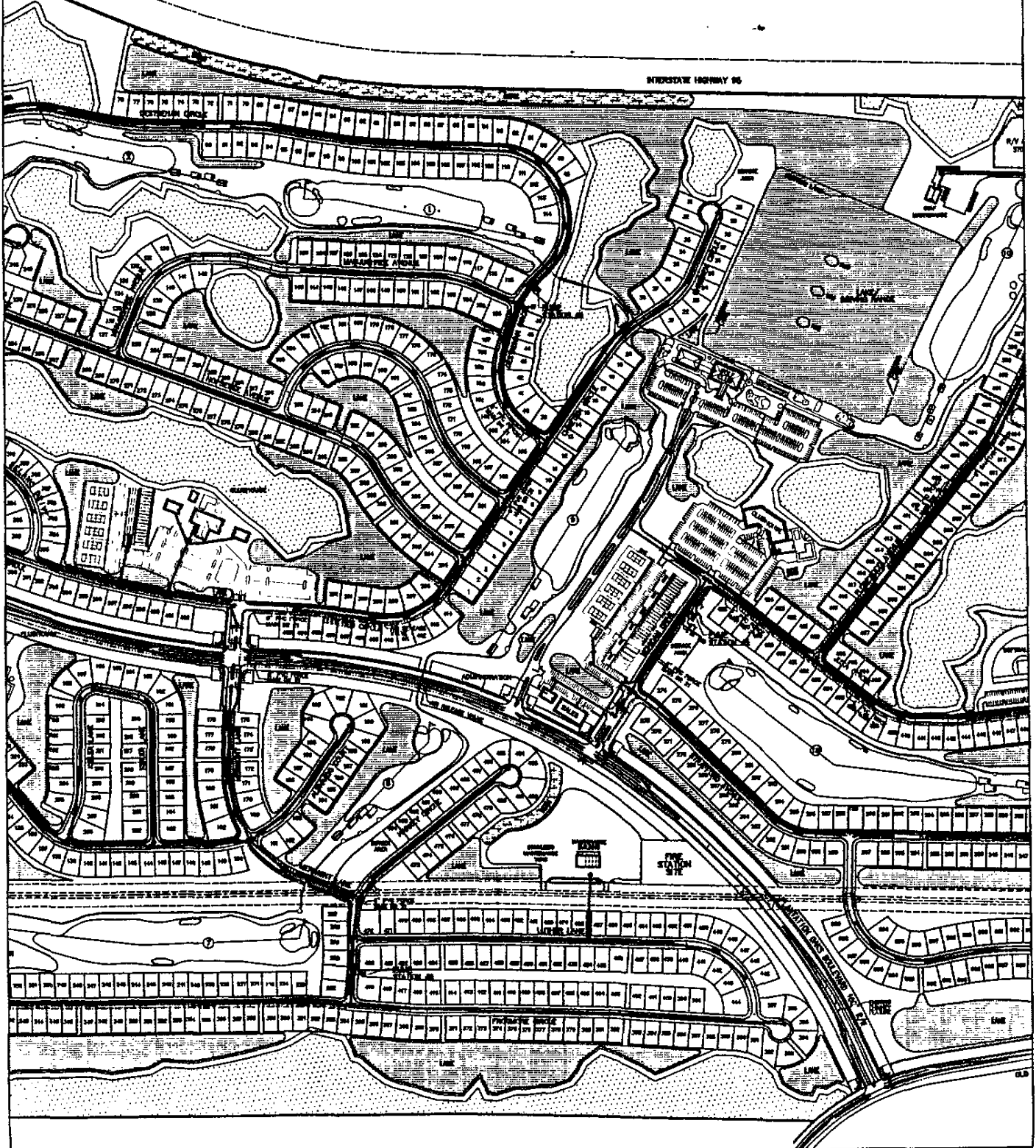
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A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

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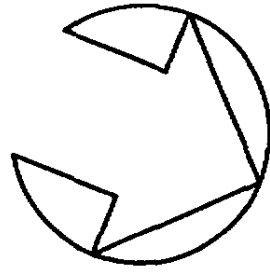
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DRAWING TITLE MASTER SEWER PLAN



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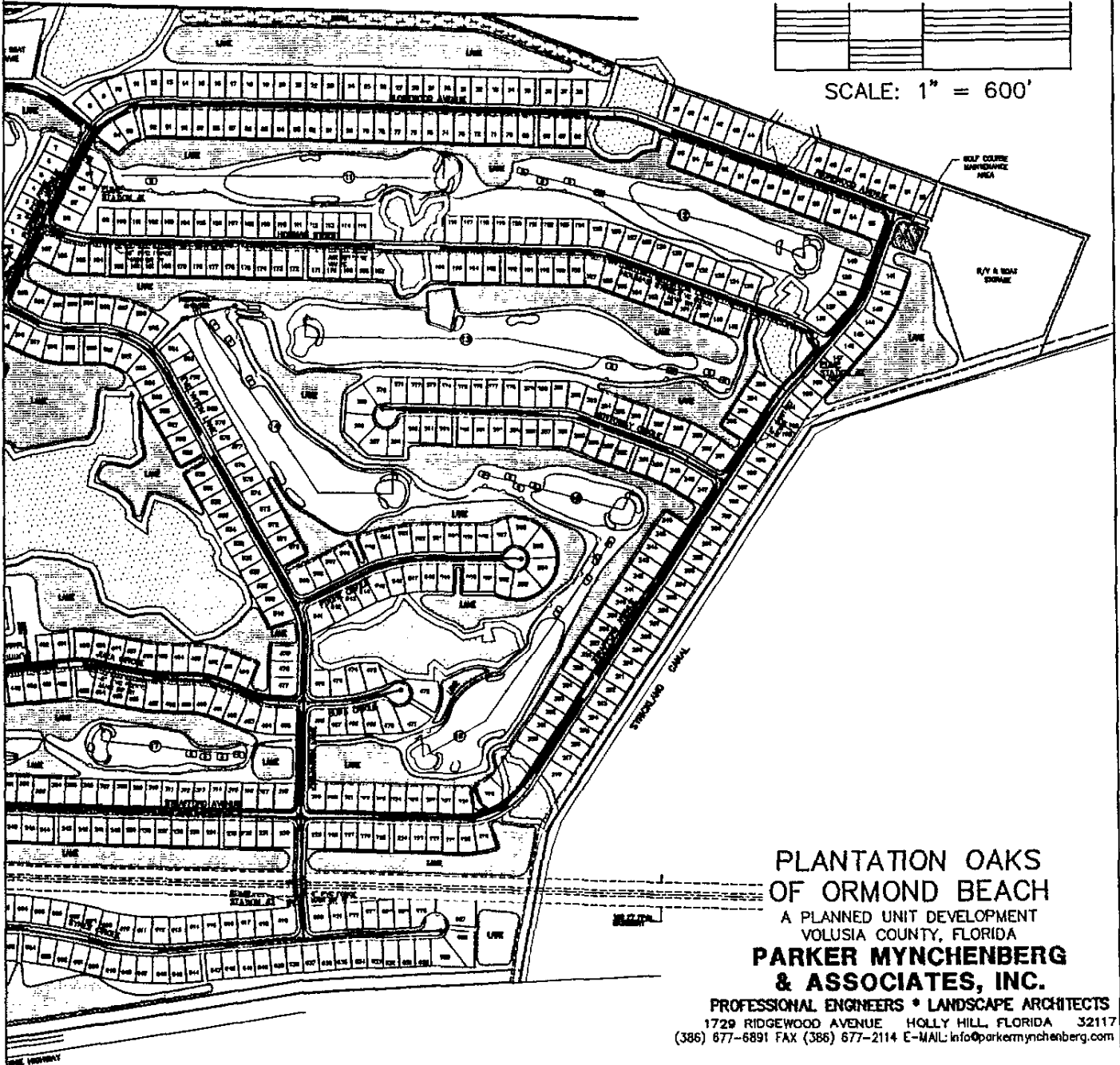
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GRAPHIC SCALE



SCALE: 1" = 600'



PLANTATION OAKS
OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

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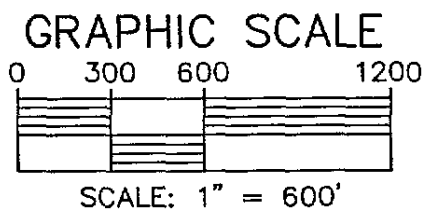
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**PLANTATION OAKS
OF ORMOND BEACH**

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
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DRAWING TITLE
MASTER DRAINAGE PLAN

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PLANTATION OAKS OF ORMOND BEACH

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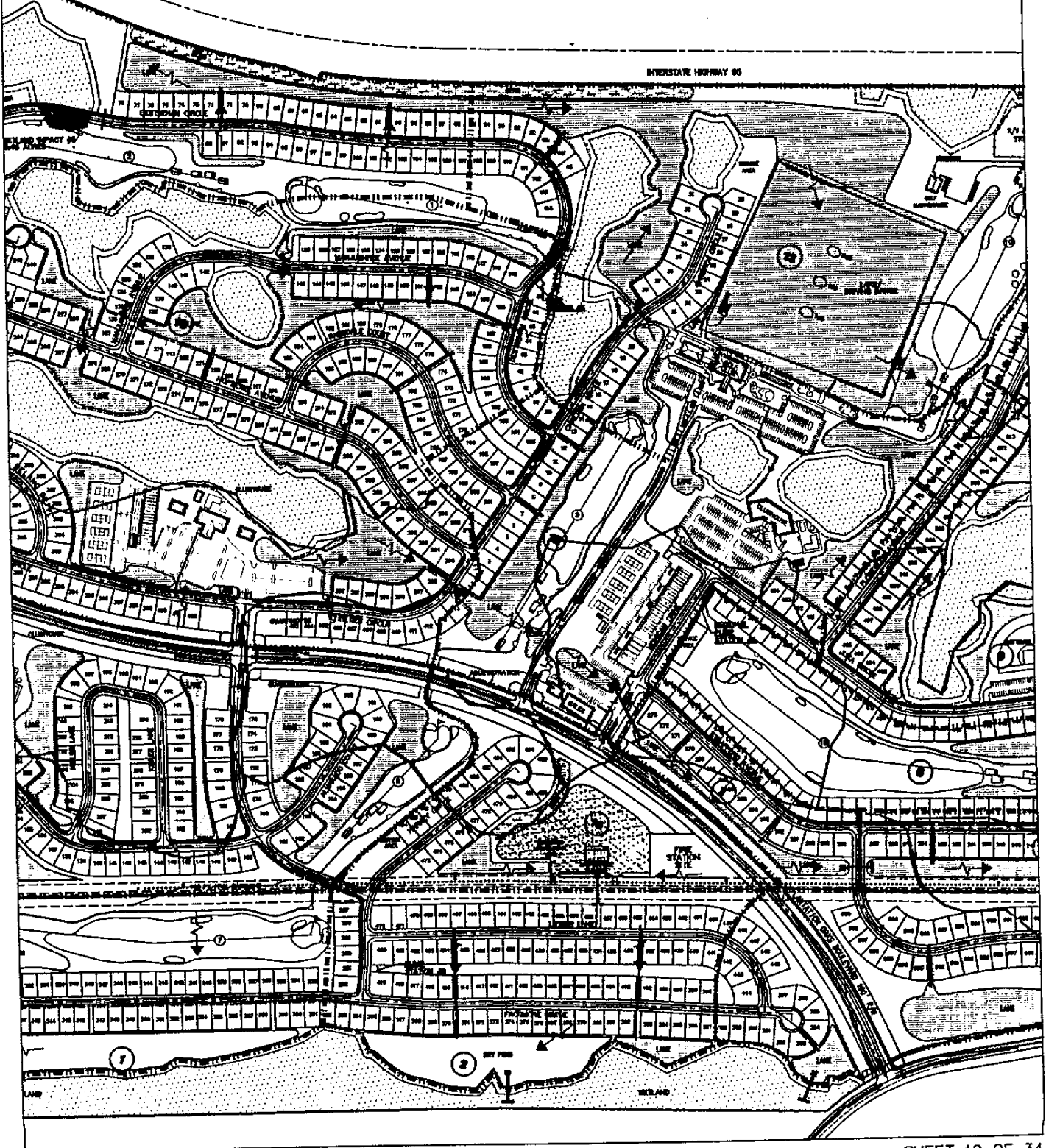
A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

PARKER MYNCHENBERG & ASSOCIATES, INC.

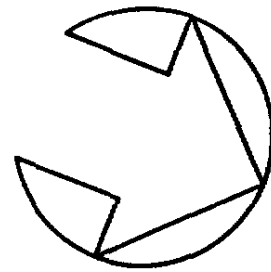
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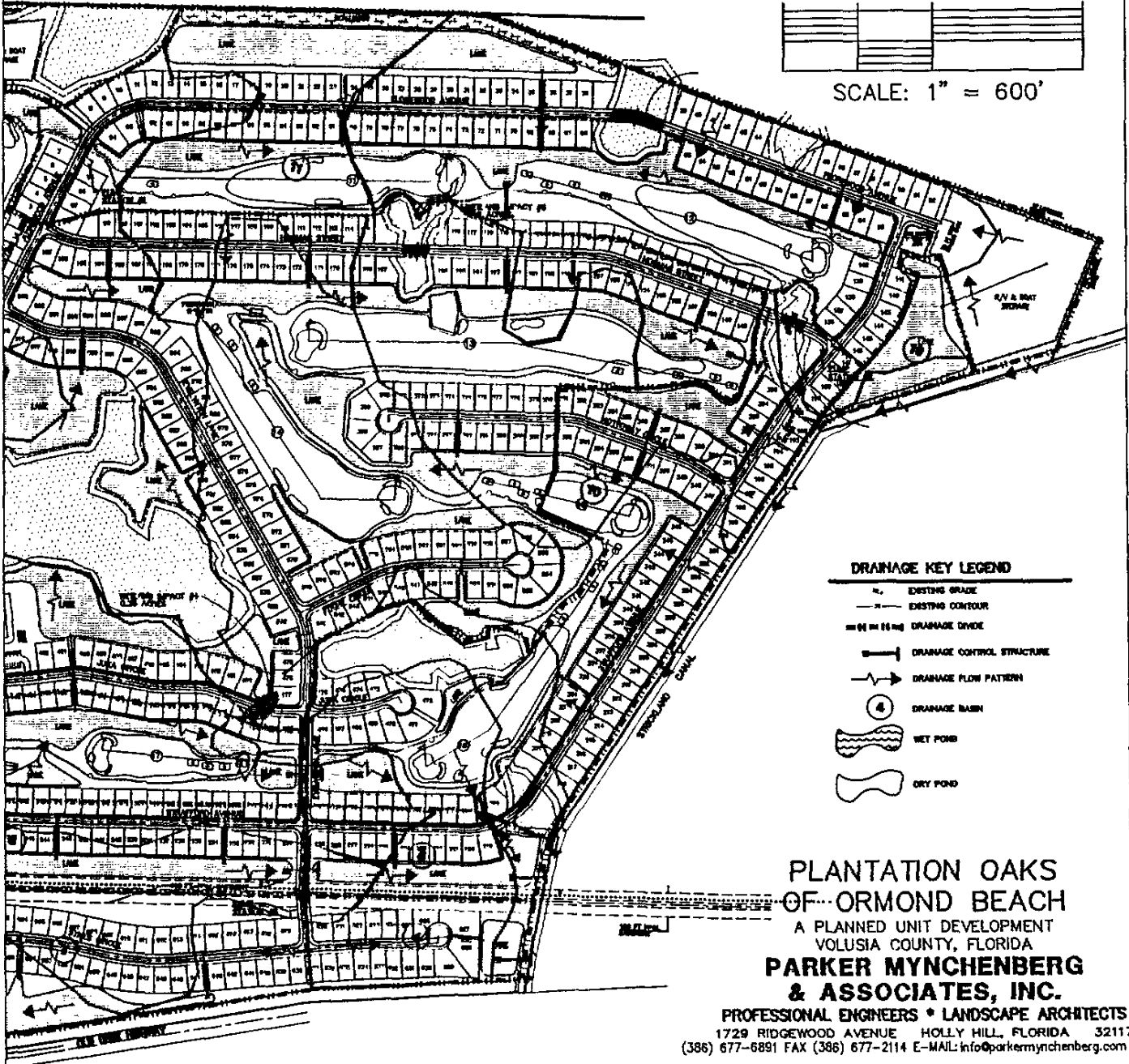
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SCALE: 1" = 600'

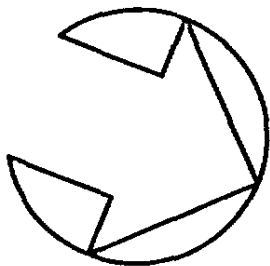


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MASTER DRAINAGE PLAN

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GRAPHIC SCALE

0 300 600 1200



SCALE: 1" = 600'

**PLANTATION OAKS
OF ORMOND BEACH**

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS

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DRAWING TITLE

MASTER IRRIGATION PLAN

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PLANTATION OAKS OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

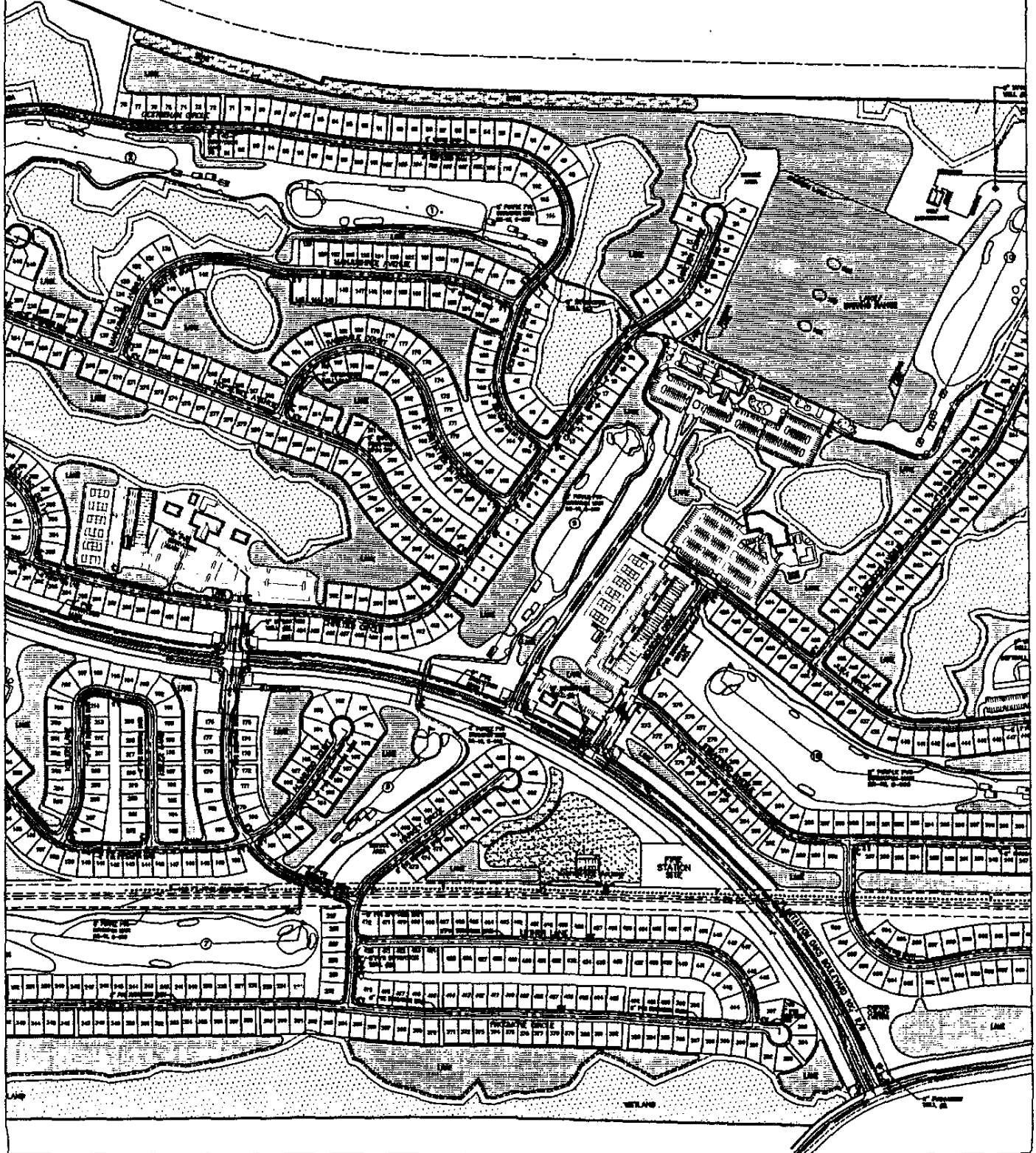
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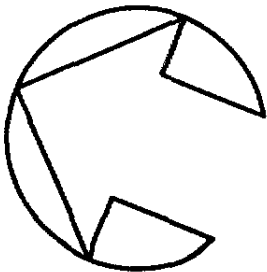
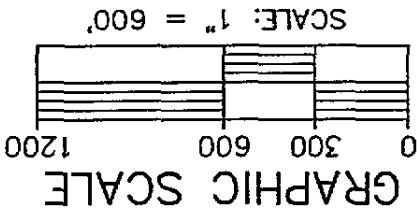
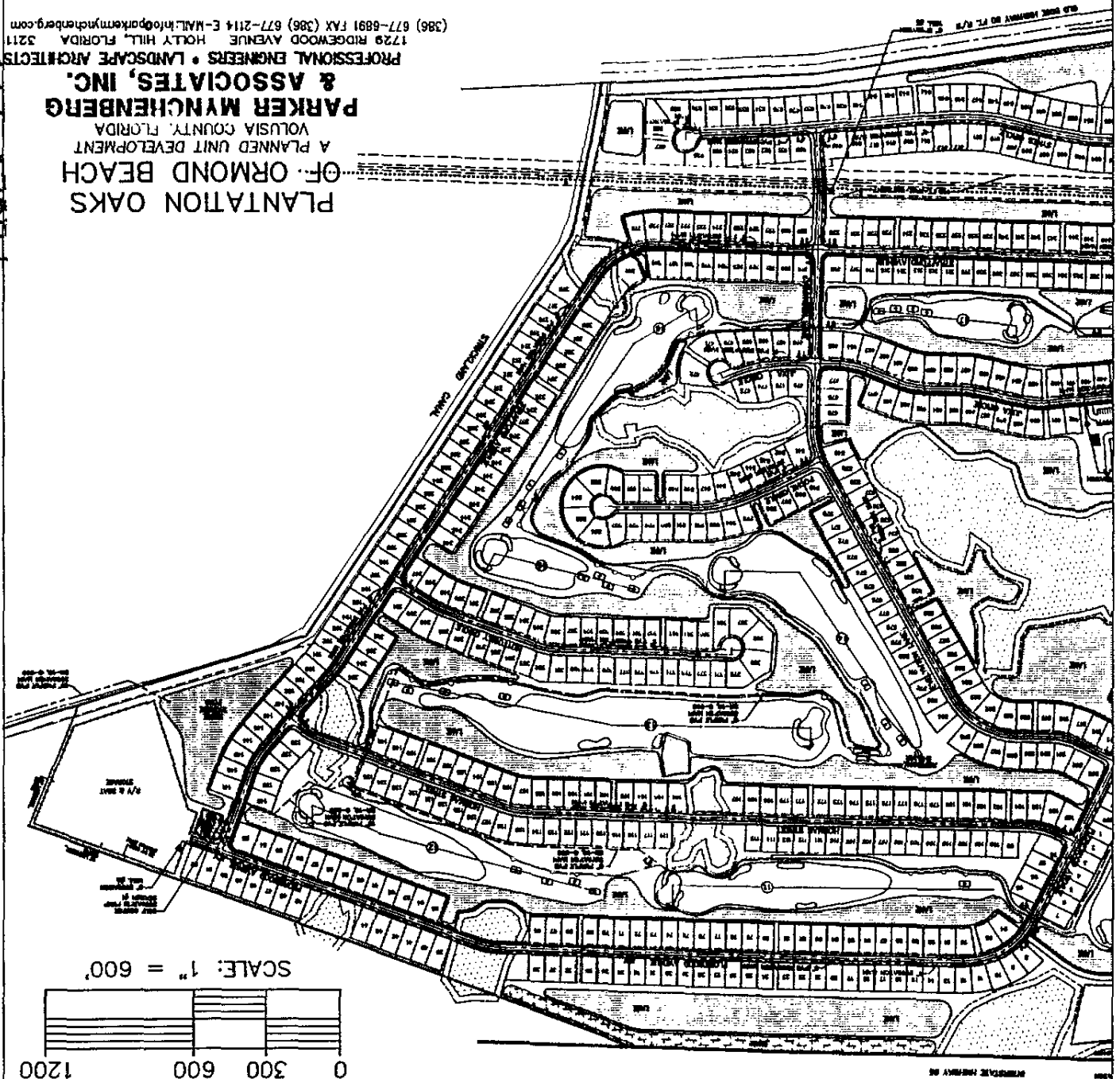
MASTER IRRIGATION PLAN

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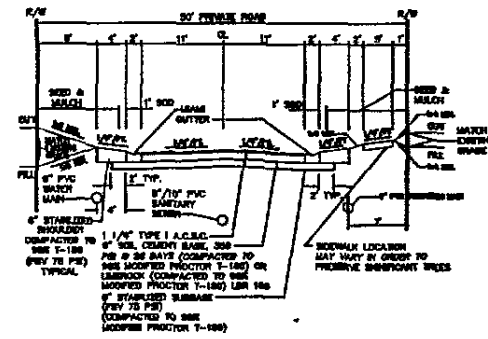
PLANTATION OAKS
OF ORMOND BEACH
A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA
**PARKER MYNCHENBERG
& ASSOCIATES, INC.**
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32111
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

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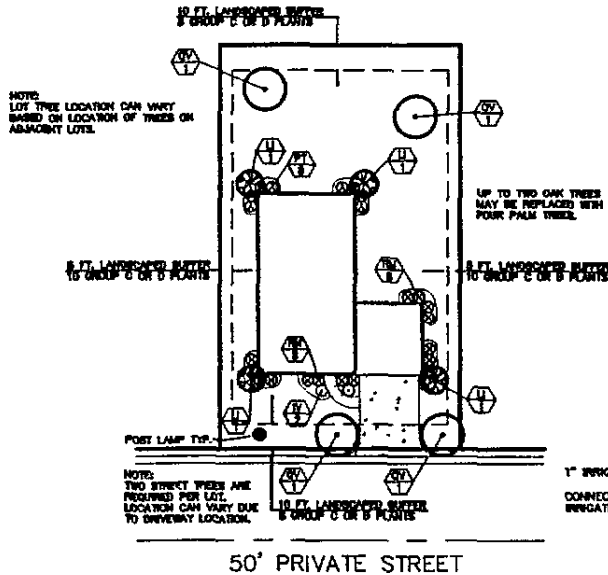


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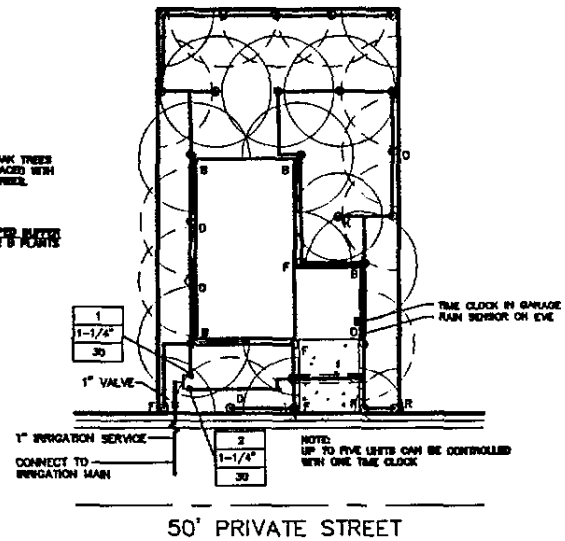


TYPICAL 50' PRIVATE ROAD SECTION

SCALE 1"=4'



50' PRIVATE STREET

TYPICAL 65' X 110' LOT
TYPICAL LANDSCAPE
1" = 20'

50' PRIVATE STREET

TYPICAL 65' X 110' LOT
TYPICAL IRRIGATION
1" = 20'

PLANT LIST					
SYMBOL	AMB.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
①	IV	2	HEX VOMITORIA "NANA"	YAUPOH	3 GAL: 18"-24" X 18"CH" 3" ON CENTER
②	RM	16	RAPIDOLEPS "MAJESTIC BEAUTY"	INDIAN HAWTHORN	3 GAL: 18"-24" X 18"CH" 3" ON CENTER
③	PT	8	PITISPORUM TORBIA	GREEN PITISPORUM	3 GAL: 18"-24" X 18"CH" 3" ON CENTER
④	U	4	LACONOSTOMA INDICA	ONCE MYRTLE	8"X14"6" MULTI-TRUNKED MIN. 8 BRANCHES 3" C.T.
⑤	QV	4	QUERCUS VIRGINIANA	LIVE OAK	2-1/2" MIN. CAL. 10' HT. 4-6' SPREAD
		34		GROUP C OR D PLANTS	
			SOD		
			ST. AUGUSTINE "FLORATAM" SOLID SOD (93. FT.)		

NOTE: UP TO 50% OF REQUIRED TREES CAN BE PALMS AT A RATIO OF 2 PALMS TO ONE LANDSCAPE.

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

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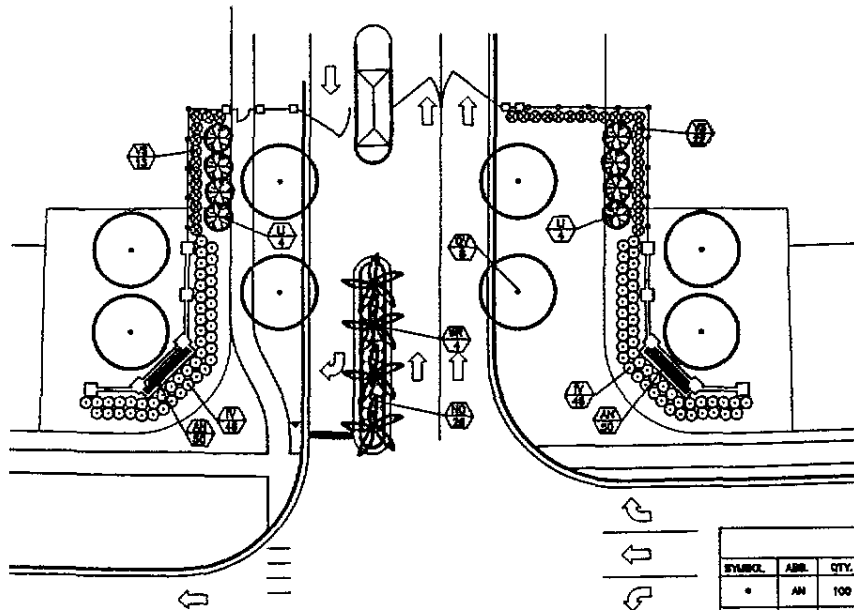
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**PLANTATION OAKS
OF ORMOND BEACH**

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

DRAWING TITLE

SIGNAGE AND PAVING DETAILS



TYPICAL MAJOR ENTRANCE SIGN LANDSCAPE PLAN

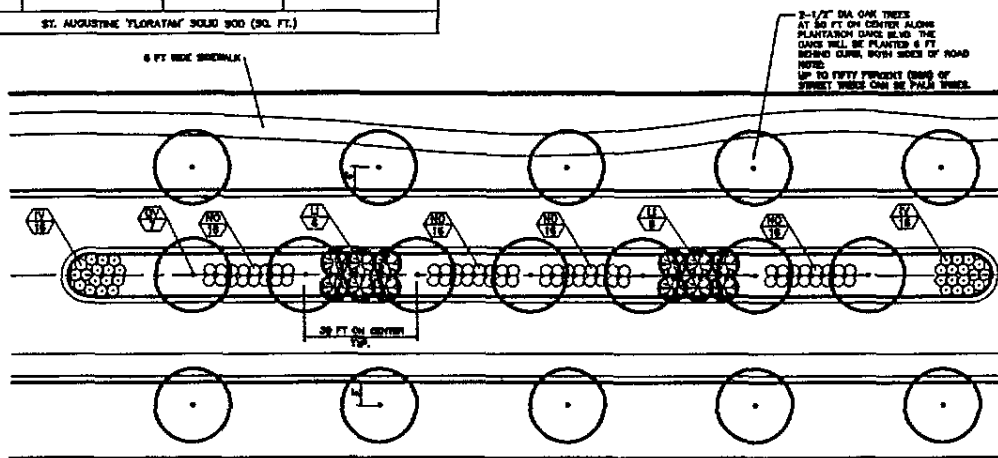
1" = 20'

PLANT LIST FOR ISLAND

SYMBOL	ABB.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
○	IV	38	HEX VOMITORIA "NANA"	YACON	3 GAL: 18"-24" X 18"x24" 3' ON CENTER
○	NO	64	HEX OLEANDER "PETITE SALMON"	DWARF OLEANDER	3 GAL: 18"-24" X 18"x24" 3' ON CENTER
⊗	LI	12	LACONOSTEMMA INDICA	CREPE MYRTLE	6"THICK MULTI-TRUNKED MIN. 8 BRANCHES 3' C.T.
○	QV	7	QUERCUS VIRGINIANA	LIVE OAK	2.5" MIN. CAL. 10' HT., 4-6' SPREAD
SOD ST. AUGUSTINE FLORATAM SOD SOD (30. FT.)					

PLANT LIST FOR ISLAND

SYMBOL	ABB.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
*	AN	100	ANNUALS	ANNUALS	1 GALLON
○	IV	82	HEX VOMITORIA "NANA"	YACON	3 GAL: 18"-24" X 18"x24" 3' ON CENTER
○	NO	28	HEX OLEANDER "PETITE SALMON"	DWARF OLEANDER	3 GAL: 18"-24" X 18"x24" 3' ON CENTER
⊗	VS	38	HEX OLEANDER "PETITE SALMON"	DWARF OLEANDER	3 GAL: 18"-24" X 18"x24" 3' ON CENTER
⊗	LI	8	LACONOSTEMMA INDICA	CREPE MYRTLE	6"THICK MULTI-TRUNKED MIN. 8 BRANCHES 3' C.T.
○	QV	8	QUERCUS VIRGINIANA	LIVE OAK	2.5" MIN. CAL. 10' HT., 4-6' SPREAD
⊗	WR	4	WASHINGTONIA ROBUSTA	WASHINGTON PALM	12-14' CLEAR TRUNK
SOD ST. AUGUSTINE FLORATAM SOD SOD (30. FT.)					



100 FT. R/W WITH MEDIAN ROADWAY SECTION

TYPICAL LANDSCAPE
1" = 20'PARKER MYNCHENBERG
& ASSOCIATES, INC.

PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS

1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

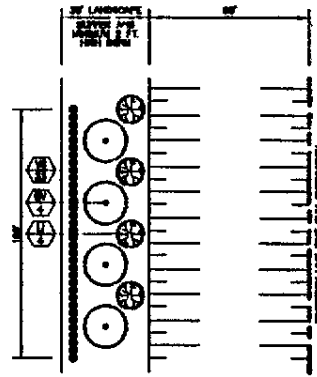
PAGE 3 OF 4

PLANTATION OAKS
OF ORMOND BEACHA PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

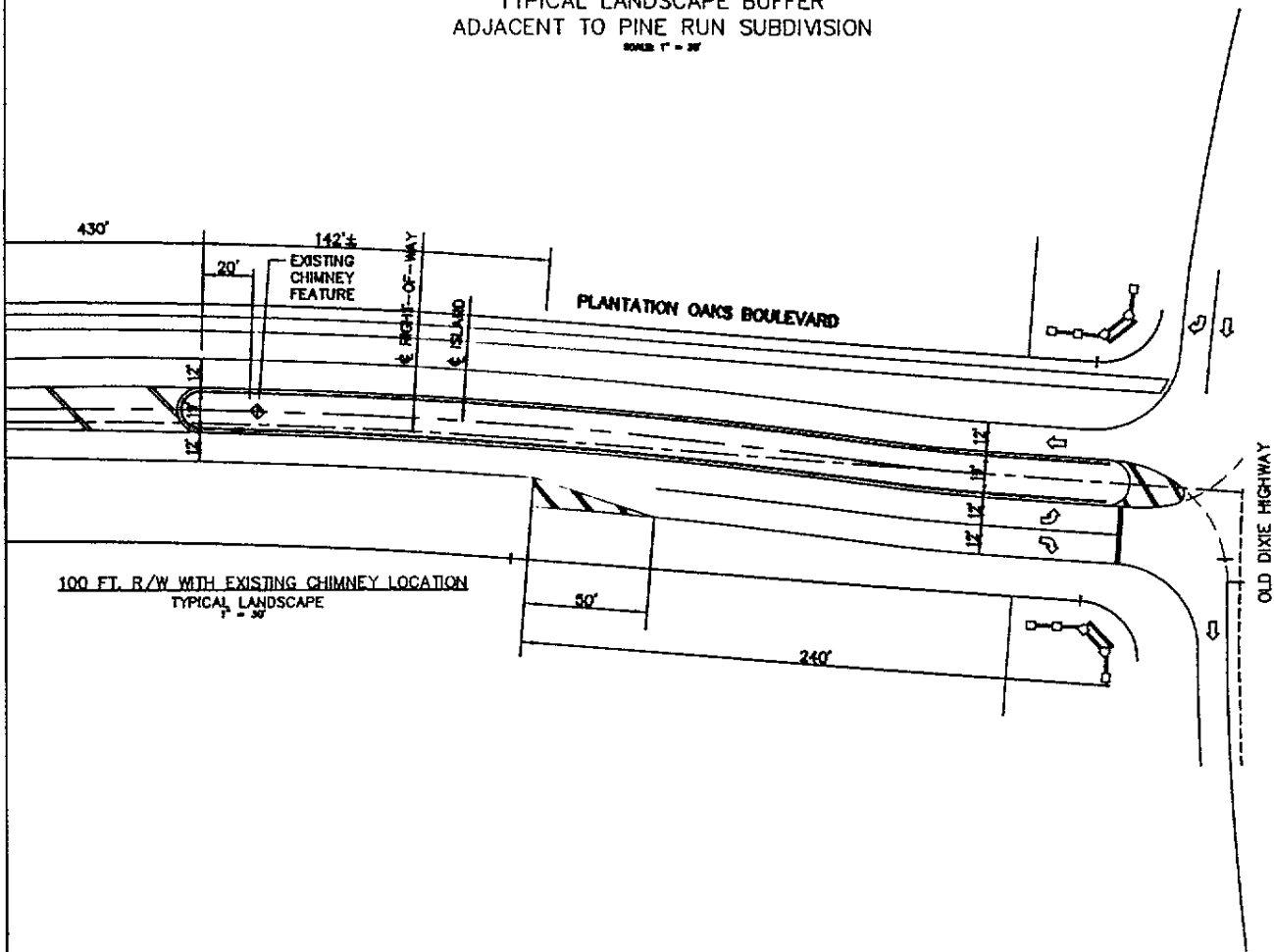
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SIGNAGE AND PAVING DETAILS

SHEET 26 OF 34



TYPICAL LANDSCAPE BUFFER
ADJACENT TO PINE RUN SUBDIVISION
SCALE: 1" = 20'



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PAGE 4 OF 4

**PLANTATION OAKS
OF ORMOND BEACH**

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

DRAWING TITLE

SIGNAGE AND PAVING DETAILS

SHEET 27 OF 34

BOOK: 4988
PAGE: 204

GRAPHIC SCALE
0 300 600 1200



SCALE: 1" = 600'

PLANTATION OAKS OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

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DRAWING TITLE

WETLAND IMPACT/MITIGATION PLAN

PAGE 1 OF 4

SHEET 28 OF 34

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PLANTATION OAKS OF ORMOND BEACH

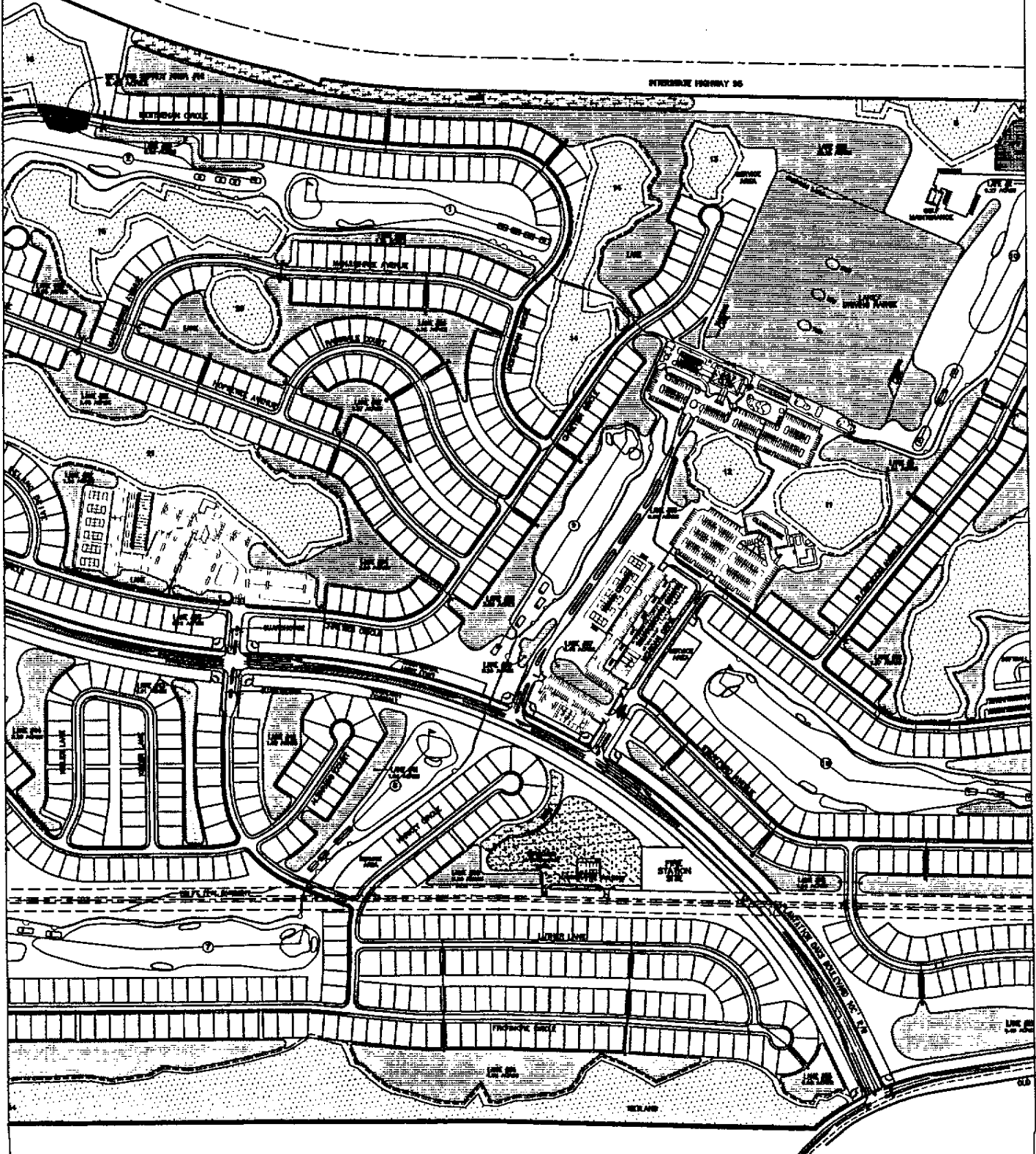
PAGE 2 OF 4

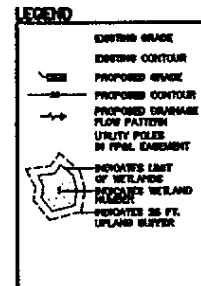
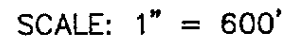
A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

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DRAWING TITLE WETLAND IMPACT/MITIGATION PLAN





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Packet Pg. 1106

WETLAND CHART

WETLAND #	WETLAND AREA	UPLAND BUFFER AREA	CONSERVATION EASEMENT AREA	IMPACT AREA
1	0.84 ACRES	0.80 ACRES	1.90 ACRES	0.17 ACRES
2	0.42 ACRES	0.22 ACRES	0.84 ACRES	0.01 ACRES
3	1.69 ACRES	0.87 ACRES	2.36 ACRES	0.25 ACRES
4	2.59 ACRES	0.60 ACRES	3.18 ACRES	N/A
5	2.18 ACRES	0.71 ACRES	2.89 ACRES	N/A
6	0.90 ACRES	0.42 ACRES	1.32 ACRES	0.12 ACRES
7	0.34 ACRES	0.33 ACRES	0.87 ACRES	N/A
8	0.89 ACRES	0.45 ACRES	1.14 ACRES	0.14 ACRES
9	2.89 ACRES	1.21 ACRES	3.99 ACRES	N/A
10	14.73 ACRES	3.37 ACRES	18.10 ACRES	N/A
11	2.89 ACRES	0.79 ACRES	3.47 ACRES	N/A
12	1.40 ACRES	0.80 ACRES	2.00 ACRES	N/A
13	1.05 ACRES	0.54 ACRES	1.59 ACRES	N/A
14	6.74 ACRES	1.78 ACRES	6.52 ACRES	N/A
15	4.82 ACRES	2.05 ACRES	6.87 ACRES	N/A
16	4.47 ACRES	1.27 ACRES	5.74 ACRES	0.55 ACRES
17	1.72 ACRES	0.63 ACRES	2.35 ACRES	N/A
18	1.25 ACRES	0.84 ACRES	1.78 ACRES	N/A
19	6.28 ACRES	1.85 ACRES	7.93 ACRES	N/A
20	1.36 ACRES	0.57 ACRES	1.93 ACRES	N/A
21	9.42 ACRES	2.35 ACRES	11.77 ACRES	N/A
22	0.92 ACRES	0.49 ACRES	1.46 ACRES	N/A
23	4.93 ACRES	1.12 ACRES	3.79 ACRES	N/A
24	27.81 ACRES	3.79 ACRES	31.40 ACRES	N/A
25	0.25 ACRES	N/A	N/A	0.25 ACRES
TOTAL'S	99.81 ACRES = 9.66%	28.65 ACRES = 2.58%	126.24 ACRES = 12.22%	1.39 ACRES = .001%

OFF SITE WETLAND IMPACT AREA #1 = 0.55 ACRES
 OFF SITE WETLAND IMPACT AREA #2 = 0.57 ACRES
 TOTAL 1.22 ACRES

PLANTATION OAKS OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
 VOLUSIA COUNTY, FLORIDA

PARKER MYNCHENBERG & ASSOCIATES, INC.

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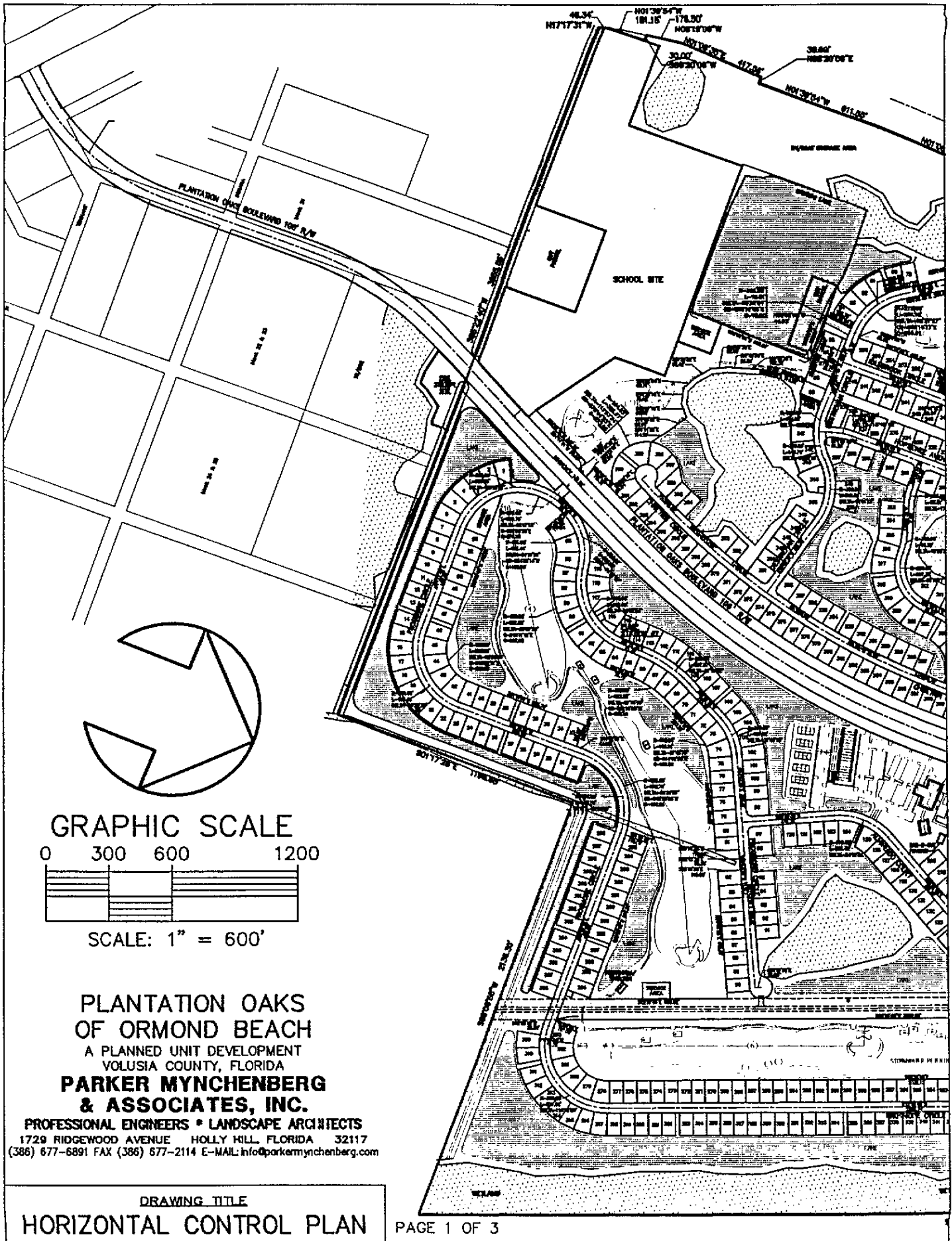
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PAGE 4 OF 4

WETLAND IMPACT/MITIGATION PLAN

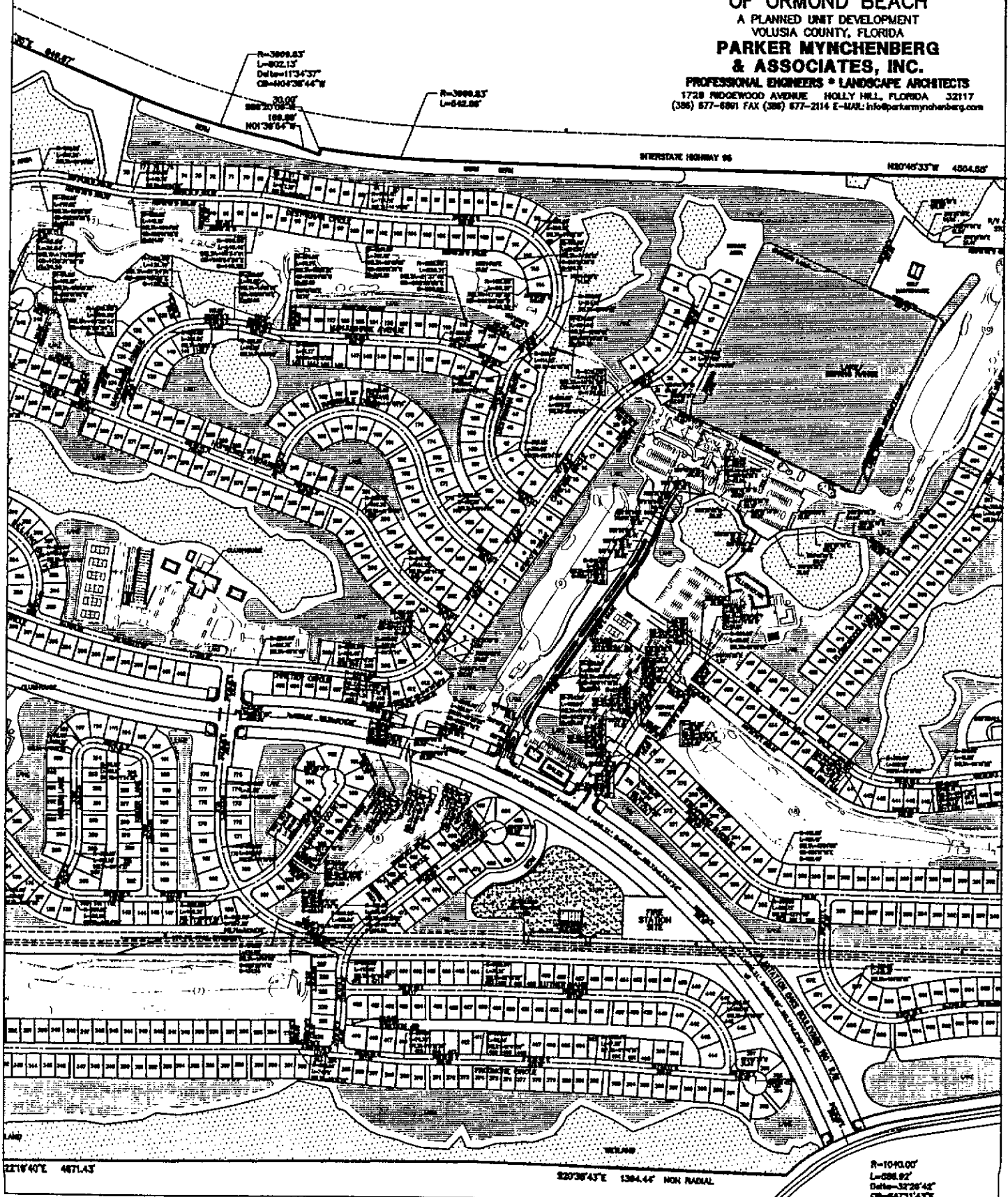
SHEET 31 OF 34

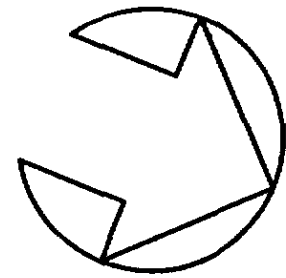
Packet Pg. 1107



A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

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(386) 877-6881 FAX (386) 877-2114 E-MAIL: info@parkarmynchenberg.com

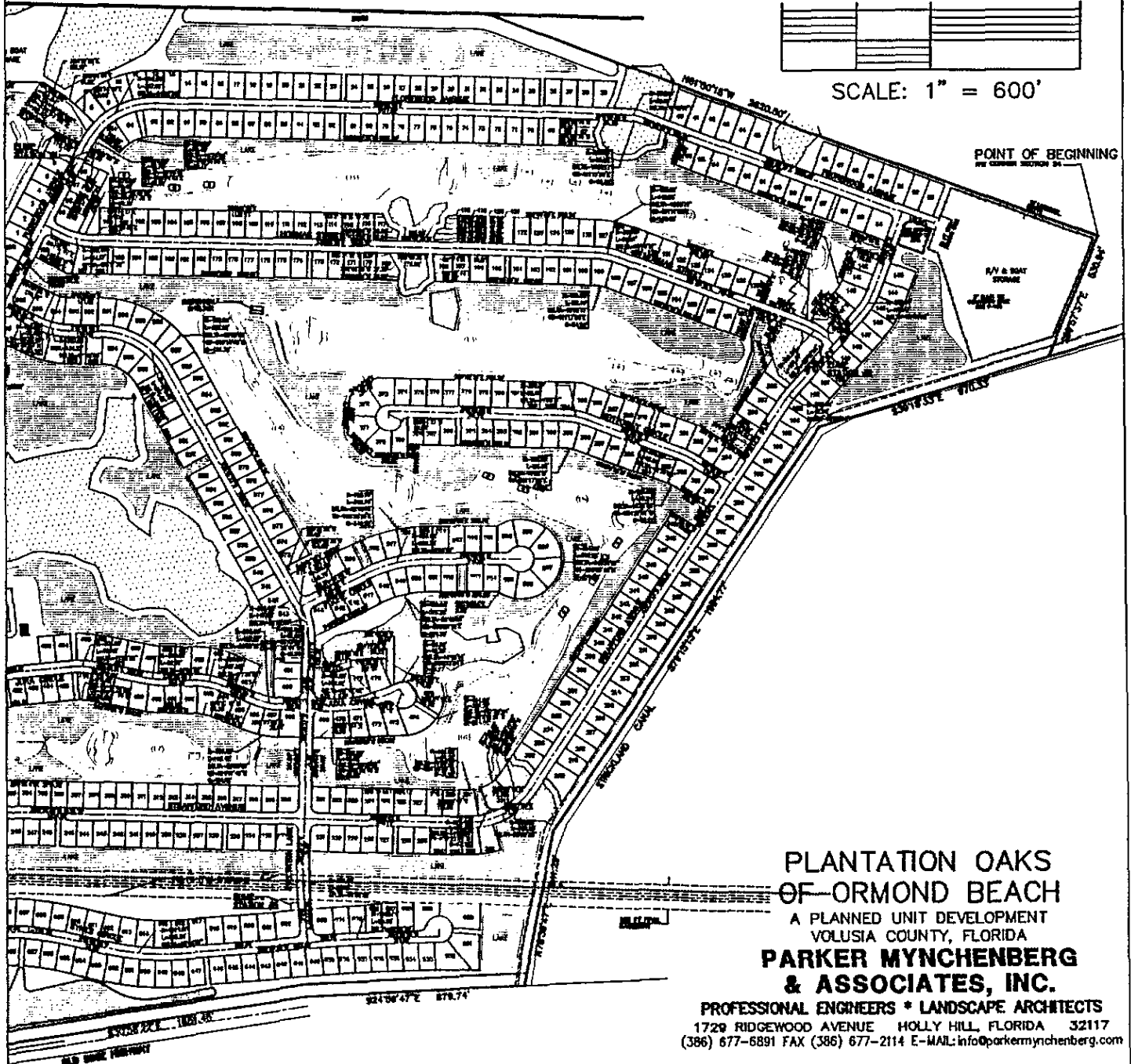




0 300 600 1200



SCALE: 1" = 600'



PLANTATION OAKS OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

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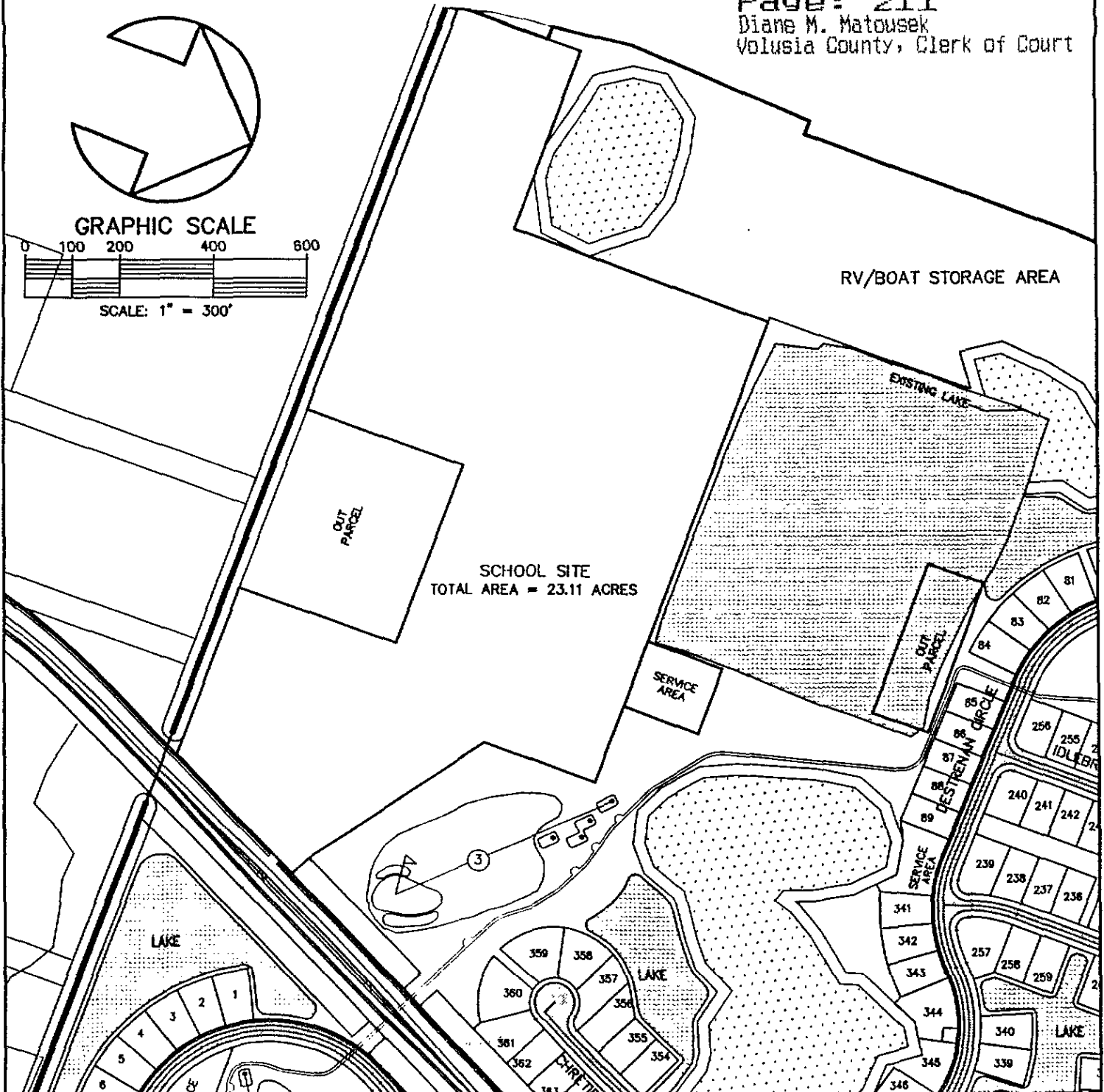
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HORIZONTAL CONTROL PLAN

PAGE 3 OF 3

SHEET 34 OF 34

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SCHOOL SITE
PLANTATION OAKS OF ORMOND BEACH
VOLUSIA COUNTY * FLORIDA

August 9, 2006

**Volusia County
Staff (minor amendment)**

**Book 6281
Page 3136-3161**

10/01/2008 07:51 AM
Instrument# 2008-194645 # 1
Book: 6281
Page: 3136

COUNTY OF VOLUSIA/STATE OF FLORIDA

UTILITY SERVICE AGREEMENT FOR PLANTATION OAKS OF ORMOND BEACH

(Water, Reclaimed Water and Sewer)

THIS AGREEMENT entered into this 9th day of August, 2006, between the COUNTY OF VOLUSIA, Florida, a body corporate and politic, hereafter called "County," and Plantation Oaks of Ormond Beach, L.C., a Florida Limited Liability Corporation, its successor(s) and assign(s), hereafter called "Developer."

WITNESSETH;

WHEREAS, Developer owns land in Volusia County, Florida, more particularly described as Plantation Oaks of Ormond Beach, Unit 1A, 1B, and 1C, a parcel of land lying in that portion of Section 39, Township 13S, Range 31 E and 32E, in Volusia County, Florida, and more particularly described in Exhibit "A," hereafter called "Developer's Property" and

WHEREAS, Developer plans to develop said land for construction of residences and/or other improvements thereon consisting of Five Hundred Ninety-three (593) single family residential lots; a Golf Clubhouse; Unit 1 Clubhouse, Golf Course Maintenance, and 10,941 S.F of Neighborhood Commercial.

WHEREAS, improvement of the "Developer's Property" will require Six Hundred Five (605) E.R.U.'s for water service and domestic sewer service. Hereafter, all references related to water services or sewer services shall mean potable water and wastewater; and

WHEREAS, County is the owner of water and sewage treatment plants and water distribution, reclaimed water treatment and sewage collection systems in the vicinity of the Developer's Property described above; and

WHEREAS, Developer desires that County provide potable water, reclaimed water and/or sanitary sewer service to said Developer's Property and County desires to furnish same if available; and

WHEREAS, County is willing to operate such potable water distribution system, reclaimed water treatment and sewage collection/treatment systems so that all buildings constructed on Developer's Property by Developer or by any person, firm, joint venture or corporation holding by, through or under Developer may have furnished to them and to their occupants water, reclaimed water and sewer service subject to all terms and conditions of this Agreement; and

WHEREAS, in order to provide potable water, reclaimed water and sanitary sewer services to Developer it has been or will be necessary for County to enlarge and expand its offsite water and sewer plants and facilities and it is the desire and intent of Developer to contribute financially to the costs of building such additional offsite water and sewer plants and facilities so that County can provide service to the Developer's Property without imposing a burden on its existing customers.

NOW, THEREFORE, in consideration of the premises and other valuable considerations and in consideration of the mutual covenants and conditions hereinafter contained, subject to any necessary approval by other governmental agencies having jurisdiction, it is agreed by the parties hereto as follows:

1. Upon the terms and conditions herein contained, the County agrees to provide potable water and domestic sewer services to the Developer's real property described in Exhibit "A" and the Developer hereby agrees that the County shall have the exclusive right to furnish potable water and domestic sewer services to the Developer's real property described above and all portions thereof and to all buildings constructed thereon and to all occupants thereof upon the terms and conditions herein contained.

2. Developer warrants that it is the owner of the fee simple title of the real estate described herein and further agrees to have all mortgages or other liens subordinated to the terms of the Agreement and easements required herein prior to any acceptance of the facilities by the County.

3. Prior to the Developer starting construction on all or any part of the Developer's Property, Developer will cause the following Covenants and Restrictions to be recorded in the Public Records of Volusia County, Florida, so that said Developer's Property shall be made subject to this Agreement.

The County of Volusia has the sole and exclusive right to provide all water and sewer facilities and service to all lots within Plantation Oaks of Ormond Beach, Unit 1A, 1B, and 1C, in Volusia County, Florida. No well of any kind shall be dug or drilled on any one of the lots or tracts to provide water for use within the structures to be built, and no potable water shall be used within said structures except potable water which is obtained from the County of Volusia. Nothing herein shall be construed as preventing the digging of a well to be used exclusively for use in the yard, garden, ornamental entryways, and other landscaped areas of any lot or tract or to be used exclusively for air conditioning. All sewage from any building must be disposed of through the sewage lines and disposal plant owned or controlled by the County of Volusia. No water from air conditioning systems, ice machines, swimming pools, or any other form of condensate water shall be disposed of through the lines of the sewer system. The County of Volusia has a nonexclusive perpetual and unobstructed easement and right in and to, over and under public rights-of-way and dedicated Utility Easements within Developer's Property as described in Exhibit "A" for the purpose of ingress, egress, installation and/or repair of water and sewage facilities.

The Developer shall deliver to the County one (1) copy of the recorded instrument of Covenants and Restrictions as soon as same is recorded and before Developer's Property is connected to the existing

potable water and sewer facilities of the County. The Developer agrees to assist the County in every reasonable manner in enforcing said Covenants and Restrictions.

4. Developer shall, at its costs and expense, install all of the potable water distribution and domestic sewage collection lines, pipes and manholes which may be required on Developer's Property, including engineering cost, to connect County's plant to the developed portions on the Developer's Property, and all other facilities necessary to make it possible for the County to provide adequate potable water and domestic sewage service.

5. County agrees that after Developer has connected to the system of County, and conveyance to the County and written acceptance by the County, County will provide water and sewer service to Developer's Property in a manner conforming to the reasonable requirements of public or governmental agencies having jurisdiction over County's water, reclaimed water and sewer operations; provided however, that such service shall be in accordance with all other provisions of this Agreement, including County's rules and regulations and rate schedules as amended from time to time.

6. In the event that Developer or assigns fails to complete construction of all improvements required to be built by Developer within thirty (30) months from date of execution of this Agreement, for any reason whatsoever, but through no act or fault of County, or fails to pay all plant and service availability and other fees listed in this Agreement, this Agreement shall terminate and County shall be relieved of its obligation to perform under this Agreement. Upon termination of this Agreement under this provision, County reserves the right to negotiate with Developer a new agreement for any additional sums to be paid by Developer to County as plant capacity and service availability charges, fees or other charges based upon increases in the cost of living and/or such other factors as relate to the cost of supplying water and sewer service.

7. All taxes or charges imposed upon the Developer's Property described above by any governmental entity or agency shall be paid by Developer except such part thereof that has been deeded to the County in accordance with the terms of this Agreement.

8. The rates charged by County for water and/or sewer service shall be in accordance with its rate schedule, which shall be subject to change from time to time. County shall have the right to determine reasonable meter size and location.

9. Developer will grant to the County, at Developer's expense, adequate easements for water and sewer lines, for access to lift stations, potable water supply wells and related appurtenances. Said easements shall be transferable. Developer will also furnish title evidence satisfactory to the County that said easements are superior to mortgages or other interest in the land, and Developer shall cause any such mortgages to be released or subordinated to said easements. Easements will also be furnished to provide for onsite water distribution lines, including meters, potable water supply wells, and sewage collection lines. Sites for lift stations and related appurtenances shall be conveyed by Warranty Deed in fee simple by Developer to County, unless otherwise requested by County. Developer will furnish County a Warranty Deed, title evidence satisfactory to County and any releases from lien holders for any sewage

pumping station and sites as required by County. Developer hereby grants to County the right to utilize any onsite water and sewage lines and systems to provide services to properties other than Developer's Property, provided this does not unreasonably interfere with service to Developer's project. Developer shall further grant to the County, its successors and assigns, the exclusive, perpetual right, privilege and easement to construct, reconstruct, operate, maintain, repair, replace, improve, alter, remove, relocate and inspect water transmission and distribution mains, reclaimed water distribution mains, sewer collection mains, sewer lift stations, pipe lines, lateral lines, valves, connections and appurtenant equipment over, across and under public rights-of-way and dedicated Utility Easements within the Developer's Property, including the right to ingress and egress to each of the building sites on Developer's Property which are served by County. All such easements shall have a width, which is acceptable to the County.

10. County does not guarantee an uninterrupted supply of water, or water at any particular pressure, nor does it assume any duty or obligation to furnish water for extinguishing fires. County reserves the right to shut off the water in its main at any time for the purpose of making repairs to or for extensions of or for providing temporary additional capacity to emergency water supply lines. County will not be responsible for any damage caused by low pressure or interruption of service. Neither Developer nor any of its successors or purchasers shall discharge into the sanitary sewer system water from "non-domestic" drains including without limitation swimming pools, air-conditioning condensation lines, cooling lines or other discharge from any type of equipment. County shall not be obligated to furnish any water or sewer service to any building which is built on Developer's Property to which the County does not have access. The Developer hereby agrees and warrants that the County will not be held responsible for flooding problems which may result from the failure of sewer line back flow preventer valves on Developer's property. The Developer hereby agrees to hold harmless and indemnify County for all costs and damages resulting from flooding due to back flow preventer valve failure.

11. The design and construction of all facilities to be transferred to and to be owned and operated by the County shall at all times be subject to prior approval by the County and its engineers. County will provide assistance to Developer's engineers as to design and construction requirements and must approve all construction plans and specifications in writing prior to any construction being commenced.

County shall have the right to review the systems design drawing and specifications to ensure that they meet the requirements of the County. The system design drawing and specifications shall be as specified by County or its engineer.

The County also reserves the right to approve the utility contractors to which construction bids are sent by the Developer as well as the contractor to which the award is made, and such approval shall not be unreasonably withheld.

Developer shall pay a planning and review fee in order to defray costs to County of preparing and executing this Agreement. These costs will include, but not be limited to: attorneys' fees, staff review

fees of the engineering plans and specifications, and all other administrative costs incident to accepting the Developer's improvements. Upon execution hereof, Developer shall pay a fee of \$750.00.

12. Construction of all onsite facilities will be performed by Developer or its contractor. Developer will pay the cost of all such construction. Developer's engineer shall incorporate into the Developer's engineering design, plans, and specifications the applicable standards and specifications of the County. Developer's Engineer shall be responsible for inspection, testing, and certification of construction.

If buildings more than two stories in height are constructed on the Developer's Property, the Customer, at its cost and expense, agrees to furnish to the County any equipment, which may be necessary for pumping potable water to the additional height.

Prior to recording in the Public Records of Volusia County, the Plantation Oaks of Ormond Beach, Units 1A, 1B, and 1C, plat of Developer's Property, Developer agrees to furnish to the County, a Performance and Payment Bond to warrant completion of all agreed to improvements. Said Bond will conform to the requirements of the County and will cover those subdivision development improvements, including potable water distribution, reclaimed water and domestic sewage collection lines, not yet constructed or installed on Developer's Property. A preconstruction conference shall be held at the Development Engineering Office of County with Developer and Developer's engineer and water and sewer contractor present to discuss approved plans, job scheduling, submittal of shop drawings, construction techniques and any other matter pertinent to the construction of Developer's project.

At all times during the construction of the potable water and domestic sewer lines and related equipment, the County shall have access to the construction and the right to inspect the construction to ensure that the lines and related equipment are being installed in accordance with the plans and specifications approved by the County.

County inspection will be for the purpose of reviewing the progress of work. Although the Developer's Engineer shall be responsible for the inspection, testing, and certification of construction, the County reserves the right to final acceptance of the work and materials.

If any damage is done by Developer, its agents or employees to the existing potable water lines or domestic sewer lines of County, or the potable water lines of domestic sewer lines installed pursuant to this Agreement, during or after the installation thereof and by reason of construction work, Developer shall at its expense, make such repairs as are required to restore said potable water, reclaimed water or domestic sewer lines to the condition which existed before such damage occurred, but in the event Developer does not restore said potable water or domestic sewer lines promptly, then the County shall have the right, at its option, to make any repairs as may be reasonably necessary in order to properly restore said potable water or domestic sewer lines (but this clause shall not be construed as to require the County to make such repairs or restoration). Developer shall provide the County and its agent's adequate access and facilities for the making of said repairs. All costs incurred by the County in making

such repairs shall become immediately due and payable and shall be considered in all respects the same as if said charge had arisen in connection with the rendition of the regular services of the County.

13. If the Developer modifies his development plans for Developer's Property which would require greater water usage, greater fire flows, additional water facilities than the water and sewer demands previously approved by the County, then the Developer must obtain approval by the County for the construction of such additional water and/or sewer facilities which shall meet all County and governmental design requirements. The Developer shall pay all additional contributions and fees as may be authorized by the County's service availability policy, which is in effect on the date said new agreement, is executed.

Any requested change order must be submitted in writing to the County from the engineer of record and include such additional drawings, etc., as necessary for County to make a decision. County shall have seven (7) working days to make a decision on any change order request.

In addition to the above paragraph, any other change order between Developer and its utility contractor issued after County approval of original plans must be approved by the County before the change order is put into effect.

14. After installation of the water distribution and/or sewage collection systems serving the Developer's Property described above and acceptance thereof by the County, the County or its assigns shall then be the sole, absolute and exclusive owner of the facilities of said water, and sewer systems whether located on, under, above, or outside of the property described and regardless of who may have installed or constructed same to the extent described below:

A. All water, pipes, valves and fittings and appurtenances up to and including all meters shall be dedicated to and will be owned, operated and maintained by the County. All water pipes on the customer's side of the meter shall be owned, operated, and maintained by the customer or its assigns.

B. All sewer mains, manholes, pumping stations, force mains and appurtenances, including service pipes in public rights of way and dedicated easements, shall be owned, operated and maintained by the County. Except as provided herein, all sewer lines on the customer's side of the property line shall be owned, operated and maintained by the customer or its assigns.

C. With reference to any blanket easements for multi-family projects such as apartments, mobile home developers, condominiums and P.U.D.'s or for commercial developments, all water mains to and including the water meter, all sewer mains, force mains and manholes in such blanket easements over private property allowing utility operations shall be dedicated to and shall be owned, operated and maintained by the County except that the full length of sewer services from the sewer main or manhole shall be owned and maintained by the customer.

D. By these presents, Developer hereby transfers to the County, the title to the water distribution, and sewer collection systems to be installed pursuant to this Agreement, such conveyance to take effect without further action upon the completion and acceptance by County of said

installation. As further evidence of said transfer of title, upon completion of the installation and acceptance by the County, Developer will provide County with

(1.) If the property is platted, one copy of the recorded plat shall be furnished to the County.

(2.) A Bill of Sale (Exhibit "C") for facilities from the Developer to County.

(3.) Conveyance of easements as required under this Agreement.

(4.) A deed for any and all land on which lift stations or water stations or other improvements are built if required by the County.

(5.) The title evidence, mortgage releases and mortgage subordinations as required in this Agreement.

(6.) "As Built" drawings of utility improvement shall be furnished one week prior to final inspection. "As Built" drawings shall be certified by a registered engineer or land surveyor with the cost being borne by the Developer. "As Built" drawings shall use the construction drawings as a base, and show revised locations and details of the utilities constructed as part of the project "As Built," shall be provided to the County, two sets of paper plans, one reproducible vellum or mylar and the electronic files in dwg format of the revised "As Builts."

(7.) All lot corners shall be properly marked so that the County or its engineer can, upon receipt of "As Built" drawings, verify the marked water and/or sewer services as to location and depth. In addition, for purposes of locating and protecting installed service lines and valves, Developer or his contractor shall mark each service line and all valves with pressure treated wooden post in the manner as shown on the design drawings and specifications. Developer's contractor is required to install a curb stop on each water service as shown on design drawings.

(8.) All water and sewer services and valves shall be marked on the street curb by etching into the concrete or if no curbing is available, a two (2) inch square metal tag is to be nailed to the street's pavement and painted as specified on design drawings.

(9.) The Developer shall provide County cash or an irrevocable letter of credit to guarantee the maintenance of all potable water and domestic sewer lines, pipes, manholes, force main and lift station, against defects in workmanship, materials and design for a period of one (1) year from the date of completion thereof, conveyance to the County, and written acceptance by the County. The guarantee shall be in the amount of fifteen percent (15%) of the cost of improvements installed by the Developer. The guarantee may be in the form of cash or irrevocable letter of credit, the terms of which will indemnify and save harmless the County from any loss, damages, costs, claims, suits, debts or demands by reason of defects in the workmanship, materials or design used in the facilities which are discovered within a period of one (1) year from and after the date of acceptance by the County of the Facilities.

(10.) For onsite and offsite construction, provide County an accounting of the actual costs (schedule of values) and releases of liens from utility contractors in such detail, as the County requires.

(11.) County shall have the right to refuse to accept title to Developer's construction until Developer's construction has passed certain tests, including, without limitation, closed circuit television inspection of the gravity sewer lines, witnessed by a County representative, to determine whether the Developer's construction is constructed in accordance with the approved engineering plans and specifications. Said tests may be performed at least three (3) times: the first test upon completion of the system; the second test upon completion of all building, roads, paving, drainage, and all construction within the rights of way easement area or adjacent areas. A third test shall be required if the County deems it necessary within a one (1) year period after acceptance.

(12.) Letters of acceptance from the appropriate regulatory agency for the water and/or sewer system are required prior to final inspection.

(13.) A copy of the certified water pressure test and force main pressure test as applicable.

(14.) The certification by the design engineer that the systems were constructed as designed is required prior to final acceptance.

(15.) Pump performance test on pumping stations if applicable.

15. Upon application by owners, builders or their authorized representatives, the County agrees to connect the requested dwellings or structures on the said property at no additional connection fee (i.e., in addition to those provided for in this Agreement), but subject to the continuing operating rules and regulations of the County including, without limitation, the periodic payment of the water usage, usage and sewer usage charges in effect on the date of such application or thereafter reflected in the County's rate schedule.

16. It shall be the responsibility of Developer to locate for builders any water and sewer taps or lines necessary in conjunction with residential or commercial construction.

17. Payment of all charges in accordance with applicable County rules and regulations shall constitute a condition precedent to a duty of performance by the County under this agreement. Such charges shall be subject to revision from time to time by the County so long as any change shall be of general application. Those charges now in effect are as follows:

A. The advance deposit for engineering, administration, legal, and plan review fees upon execution of this Agreement, a total of \$750.00.

B. Water and Sewer inspection fees upon execution of this Agreement, \$75.00 per lot x 605 lots, a total of \$45,375.00.

C. Water plant: C.I.A.C. and Connection Fees shall be paid by the Developer upon receipt of clearance from the Volusia County Health Department for the potable mains. These fees shall be calculated based on the county's fees in effect at the time the fees are paid. The County shall in no

way be obligated to provide water service to the Developer until the water C.I.A.C. and Connection Fees have been paid in full.

D. Sewer plant: C.I.A.C. and Connection Fees shall be paid by the Developer upon receipt of clearance from the Florida Department of Environmental Protection for the sanitary sewer collection system. These fees shall be calculated based on the County's fees in effect at the time the fees are paid. The County shall in no way be obligated to provide sewer service to the Developer until the sewer C.I.A.C. and Connection Fees have been paid in full.

E. Capacity Reservation fees on reserved utility capacities are to be paid by Developer per Volusia County Code of Ordinances, Chapter 122, and will commence upon payment of the water and sewer C.I.A.C. and Connection Fees.

F. Meter installation fee according to the County service availability policy at time of installation and sewer tap-in charge and related water and sewer deposits per Resolution No. 86-116, as amended, also known as Volusia County Code of Ordinances, Chapter 122, and attached herein as Exhibit "E," upon application for hook up of individual lots, apartments, multi-family lots or units; and

G. Construction water based on meter readings in accordance with County's rate schedule; and

H. Hydraulic share of main extensions – payment or refund, where applicable:

(1.) Developer recognizes that water or sewer utility service to the Developer's property is provided by the use of a main extension and other improvements constructed by a prior developer's share of the cost of said main extension or other improvements. Accordingly, Developer shall pay its pro rata share of the cost of said main extension or other improvements to the County. A said pro rata share shall be based on Developer's percentage of the hydraulic capacity of said extension or other improvements. For the purpose of this Agreement, the Developer has been credited with the value of water, reclaimed water, and/or sanitary sewer line extension(s), which are a direct benefit to the County. This credit is in the amount of \$0.00 (zero).

18. The term "domestic sewage" used in this paragraph and referred to throughout this Agreement is defined as follows: Human waste including liquids and solid matter carried from plumbing fixtures normally carried off by drains and sewers, and except where specifically excluded bath and toilet wastes, laundry wastes, kitchen wastes and other similar wastes. All C.I.A.C., tap-in, and connection fees and other charges as outlined above are based on normal domestic sewage defined herein as containing not more than two hundred (200) parts per million biochemical oxygen demand or two hundred (200) parts per million suspended solids. Whenever water, which contains more than these amounts, is to be admitted to the sewers, both the County and the pollution control agencies must specifically agree to the connection. An additional charge will be calculated in direct proportion to strength at seventy-five (\$.75) for each part per million of either biochemical oxygen demand or suspended solids over two hundred (200) parts per million. All such connections shall provide for a suitable point for the waste to be sampled by the County or the regulatory agencies. An additional charge equal to the pro rata share of any

additional sewage treatment plant costs above ninety-five percent (95%) treatment, and of the cost of any additional required outfall pipes to the wastewater plant at Halifax Plantation may be required by County. Developer shall have the right at all reasonable times to inspect the invoices of the County in order to determine that said funds have been properly expended by County pursuant to this paragraph. Unless there shall have been an agreement as provided herein, County shall have no duty to provide service to any facility exceeding the limits specified herein and may terminate both water and sewer service without notice.

19. Unless the damage to any onsite improvements is the result of the negligence or willful act of the County, its officers, or employees or authorized agents, the owner of such property upon which the damage occurs shall be responsible for the payment to the County for the cost to repair such damage to County's property including all necessary and reasonable repairs which must be made by the County or independent contractors engaged by the County to affect such repairs. If the owner of the real property shall fail or refuse to pay costs of such necessary and reasonable repairs to cure said damage within thirty (30) days from the submission to the owner of a statement for such charges, the County shall have a lien against such owner's property subordinate to those liens created by or under agreements of record prior hereto, for the payment of such necessary and reasonable costs and expenses for affecting such repairs and restoration to such onsite facilities located upon the owner's property. Notice of such lien or claim of lien describing the real property and the amount owed may be filed within ninety (90) days of the date from the last date upon which any such repairs or restorations were made by the County or its authorized representatives. Thereafter, the County shall be entitled to bring an action under the laws of Florida, including by foreclosure, to recover the value of its lien.

20. In the event, at a future date, the County is required to incur costs in order to satisfy a Federal, State, County or City environmental, or any other regulatory authority having jurisdiction, pollution standard or standards, then in such event, County shall recover such costs from its existing customers and future customers by a charge based upon a pro rata share of the estimated gallonage to be used by future customers, said Charge to be paid by the customer within three (3) years from the date of billing.

21. The parties hereto agree to use their best efforts to obtain all requisite governmental approvals, license, and permits that may be necessary or desirable for the construction and operation of the sewer and water systems herein contemplated, including franchises and water well permits. In the event that any requisite governmental agency approval cannot be obtained and prevents the County from providing the water, reclaimed water and/or sewer service contemplated to be provided by the County to the Developer pursuant to this Agreement, then in that event, the County will, within sixty (60) days after notification by the governmental agency that the said service cannot be provided, and upon written demand of the Developer, refund any money to the Developer paid by Developer to County for the service which is not permitted by the governmental agency to be provided by the County to the Developer, after the County shall have deducted from such money the cost which the County has

incurred on the behalf of the Developer for the provision of the service which is prohibited by the regulatory agency.

22. This Agreement shall not in any manner whatsoever prohibit or prevent County from extending its domestic sewer or potable water facilities in, or to an area not referred to herein to service other developers or customers, so long as said extensions and furnishings of said services do not interfere with the furnishing of the services provided for by this Agreement.

23. The provisions of this Agreement shall not be construed as establishing a binding precedent as to any of the terms of this Agreement with respect to any other lands that may be acquired hereafter by Developer and which are not presently covered by this Agreement or as to any other customers of County. In the event Developer acquires additional land adjacent to or in the vicinity of the Developer's Property covered by this Agreement, then Developer agrees to give County the right of first refusal to serve the additional lands so acquired.

24. In the event any physical facilities laid or installed pursuant to this Agreement are required to be moved, re-laid, altered, or replaced by any governmental power, including power of an eminent domain, the expense thereof shall (as between these parties) be borne by the owner of the facilities affected.

25. This Agreement shall be binding upon the parties hereto, their successors in interest, grantees, transferees, and assigns. In the event Developer transfers any part of the Developer's Property, it will cause its transferee to comply in all respects with the provisions of the Agreement. The provisions hereof, for the exclusive right to supply potable water and domestic sewerage service, shall be a reservation and condition running with the land and shall be binding upon the successors, transferees and assigns of Developer, shall be binding upon any builder building on said Developer's Property and shall be binding upon all purchasers of Developer's Property from Developer, its successors, transferees or assigns. Developer covenants that all instruments of conveyance executed by it, its successors, transferees or assigns, shall contain a legend that such conveyance is subject to the rights and privileges granted by this Agreement to the County, its successors or assigns. In the event the County sells either its sewer treatment plant or collection system or its water treatment plant or water distribution system to any governmental body or any other purchaser, then, in such event, this Agreement shall terminate as to the County on any portion sold and the County shall have no further obligation or liability for provision of such utility service for that portion sold.

26. The County may shut off the supply of water and reclaimed water to the Developer or any other person and refuse to accept sewage from the Developer or any other person if the Developer or any other persons fails to pay any sums due hereunder when the same become due and payable, or shall fail to perform, abide by or comply with any of the other covenants, terms, or conditions of this Agreement to be performed, abided by or complied with by Developer or any other person, and if said defaults shall not have been cured within five (5) days after the giving to the Developer or any other person of written notice of such default. Nothing herein contained, however, nor any action taken by the County in the pursuance

hereof shall impair any other remedy, which the County might have, at law or equity, for breach of this Agreement by Owner or any other person. In the event the Developer becomes insolvent or bankrupt or makes an assignment for the benefit of creditors or a trustee or a receiver is appointed for the Developer, or if bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings are instituted by or against the Developer or should Developer not submit and have approved by County, engineering plans within twelve (12) months from Agreement date, or fail to complete construction within (30) months from Agreement date, then and in any such events, the County shall have the option to terminate or renegotiate this Agreement.

27. Developer agrees to accept treated effluent reuse water from the County wastewater treatment plant in a quantity equal to Developer's wastewater flow.

28. Developer agrees to accept water treatment plant reject water from the County water treatment plant in a quantity based on the volume of reject water produced to meet the potable water demand.

29. All notices required or desired to be given hereunder shall be in writing and shall be valid if mailed by United States Registered or Certified Mail, postage and charges prepaid thereon to carry it to its addressed designation, said notices to be addressed as follows:

TO DEVELOPER: Plantation Oaks of Ormond Beach L.C.
Parker Mynchenberg, Managing Member
1729 Ridgewood Avenue
Holly Hill, Florida 32117

TO COUNTY: County of Volusia
County Manager
123 W. Indiana Avenue, 3rd Floor
DeLand, Florida 32720

30. It is expressly agreed and understood between Developer and County that there are no other written or verbal agreements applicable herein between Developer and County.

31. This Agreement may be amended and modified from time to time as necessary by mutual written agreement of the parties hereto.

IN WITNESS WHEREOF, the Developer and the County have caused these presents to be executed and their respective corporate seals to be hereunto affixed, by their duly authorized officers, the day and year first above written.

COUNTY

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

Matthew H. Gresson
Print Name: Matthew H. Gresson

Diana M. Pettit
Print Name: DIANA M. PETTIT

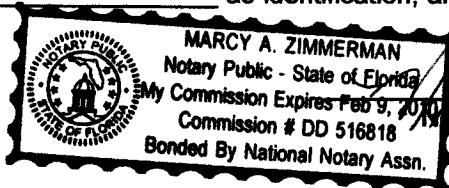
COUNTY OF VOLUSIA

By: Frank T. Boyd Jr.
Print Name: FRANK T. BOYD JR.
Title: COUNTY CHAIR
(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 9 day of August, 2006, by Frank T. Boyd Jr. as County Chair of the County of Volusia, who is (x) personally known to me, or () has produced as identification, and who (→ did (x) did not take an oath.

My Commission Expires:



DEVELOPER

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Connie Gardner
Print Name: Connie Gardner

Odette Pomerleau
Print Name: Odette Pomerleau

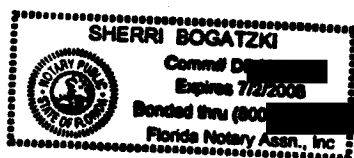
PLANTATION OAKS OF ORMOND BEACH, LC

By: Parker Mynchenberg
Print Name: Parker Mynchenberg
Title: Managing Member
(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 21st day of July, 2006, by Parker Mynchenberg as Managing Member of Plantation Oaks of Ormond Beach, LC. who is (x) personally known to me, or () has produced as identification, and who () did () did not take an oath.

My Commission Expires:



Sherri Bogatzki
Notary Public, State of Florida
Sherri Bogatzki

Utilities
R/h

PLANTATION OAKS
OF ORMOND BEACH, L.C.
P.O. BOX 1626
ORMOND BEACH, FLORIDA 32175

COQUINA BANK
63-1438/631

1979

7/20/2006

PAY
TO THE
ORDER OF

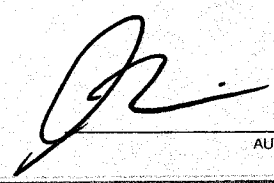
County of Volusia

\$ **46,375.00

Forty-Six Thousand Three Hundred Seventy-Five and 00/100***** DOLLARS

County of Volusia

Units 1A, 1B and 1C
MEMO



AUTHORIZED SIGNATURE

Utility Service-Plan Review/Recording/Inspection

PLANTATION OAKS
OF ORMOND BEACH, L.C.

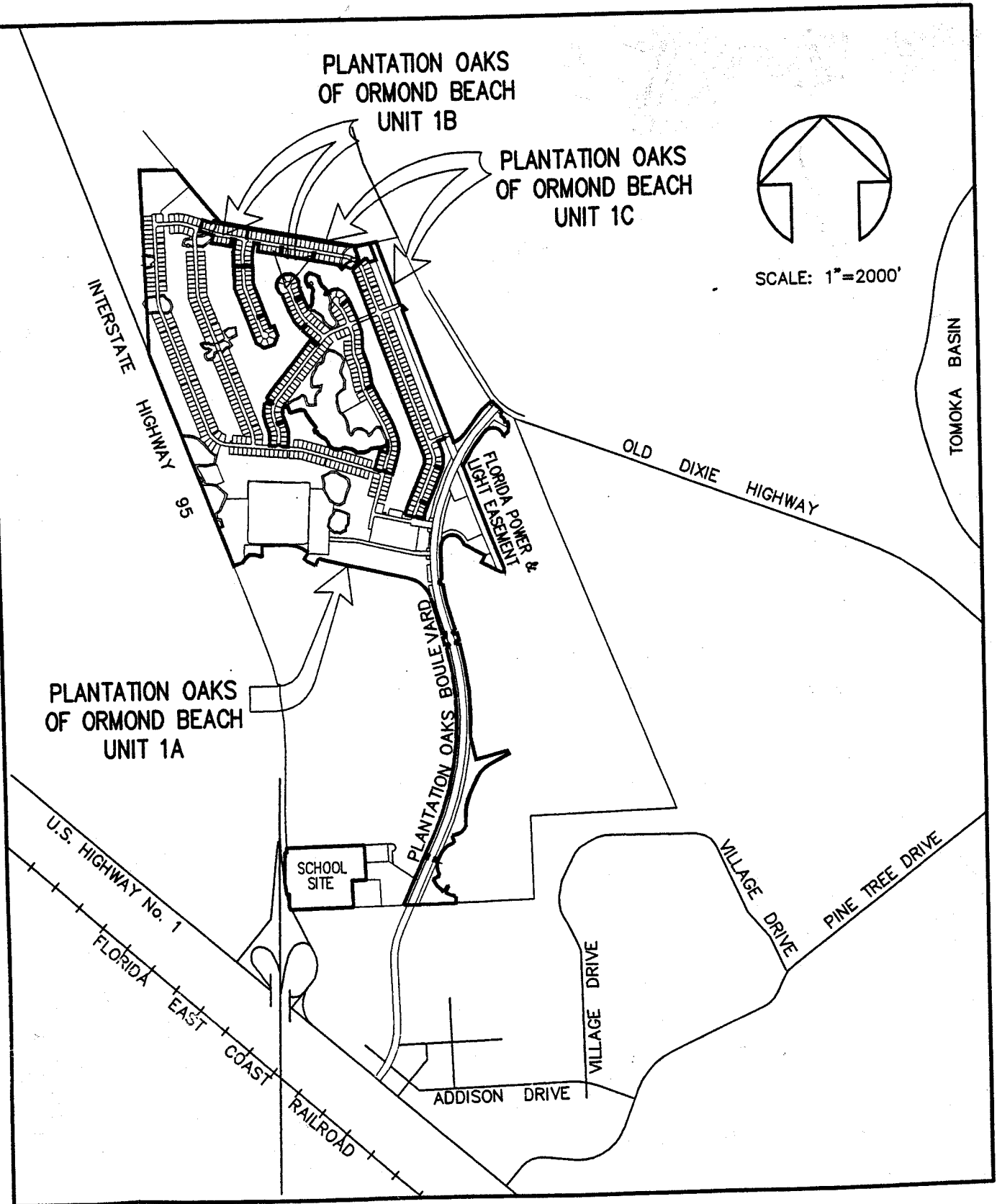
County of Volusia

1979

Date	Type	Reference	Original Amt.	Balance Due	7/20/2006 Discount	Payment
7/20/2006	Bill		46,375.00	46,375.00		46,375.00
				Check Amount		46,375.00

Cypress Coquina Ban Utility Service-Plan Review/Recording/Inspection

46,375.00



LOCATION MAP

EXHIBIT "A"
LEGAL DESCRIPTIONS - UNIT 1A, 1B, 1C

PLANTATION OAKS SECTION 1-A

A REPLAT OF A PORTION OF BLOCKS 3, 4, 5, 6, 7, 21, 22, AND 34, REVISED PLAT OF NATIONAL GARDENS, MAP BOOK 10, PAGES 250 THROUGH 253, AND A PORTION OF SECTIONS 24, 25, AND 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND SECTION 39, TOWNSHIP 13 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, RUN THENCE S 89°57'37" E A DISTANCE OF 530.94 FEET; THENCE S 39°18'33" E A DISTANCE OF 891.88 FEET; THENCE S 50°41'28" W A DISTANCE OF 98.39 FEET; THENCE N 71°07'19" W A DISTANCE OF 130.00 FEET; THENCE S 18°52'41" W A DISTANCE OF 160.00 FEET; THENCE S 71°07'19" E A DISTANCE OF 204.60 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE NORTH HAVING A RADIUS OF 325.00 FEET, A DELTA ANGLE OF 5°48'18", A CHORD BEARING OF S 74°01'28" E, FOR AN ARC LENGTH OF 32.93 FEET; THENCE S 12°59'45" W A DISTANCE OF 110.29 FEET; THENCE S 79°15'13" E A DISTANCE OF 266.56 FEET; THENCE N 10°44'47" E A DISTANCE OF 110.00 FEET; THENCE S 79°15'13" E A DISTANCE OF 26.80 FEET; THENCE S 10°44'47" W A DISTANCE OF 200.34 FEET; THENCE S 01°50'16" E A DISTANCE OF 178.86 FEET; THENCE N 88°09'44" E A DISTANCE OF 110.00 FEET; THENCE S 01°50'16" E A DISTANCE OF 20.00 FEET; THENCE S 88°09'44" W A DISTANCE OF 110.00 FEET; THENCE S 01°50'16" E A DISTANCE OF 314.61 FEET; THENCE S 20°45'33" E A DISTANCE OF 826.36 FEET; THENCE S 56°18'53" E A DISTANCE OF 130.40 FEET; THENCE N 72°55'01" E A DISTANCE OF 155.64 FEET; THENCE N 22°08'55" E A DISTANCE OF 142.25 FEET; THENCE N 20°45'33" W A DISTANCE OF 140.61 FEET; THENCE S 89°14'27" W A DISTANCE OF 57.99 FEET; THENCE N 20°45'33" W A DISTANCE OF 195.00 FEET; THENCE S 69°14'27" W A DISTANCE OF 110.00 FEET; THENCE N 20°45'33" W A DISTANCE OF 20.00 FEET; THENCE N 69°14'27" E A DISTANCE OF 110.00 FEET; THENCE N 20°45'33" W A DISTANCE OF 410.13 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE EAST HAVING A RADIUS OF 165.00 FEET, A DELTA ANGLE OF 18°55'17", A CHORD BEARING OF N 11°17'55" W, FOR AN ARC LENGTH OF 54.49 FEET; THENCE N 01°50'16" W A DISTANCE OF 393.02 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE EAST HAVING A RADIUS OF 165.00 FEET, A DELTA ANGLE OF 12°35'03", A CHORD BEARING OF N 04°27'15" E, FOR AN ARC LENGTH OF 36.24 FEET; THENCE N 10°44'47" E A DISTANCE OF 152.37 FEET; THENCE S 79°15'13" E A DISTANCE OF 75.00 FEET; THENCE S 10°44'47" W A DISTANCE OF 110.00 FEET; THENCE S 79°15'13" E A DISTANCE OF 325.00 FEET; THENCE N 10°44'47" E A DISTANCE OF 110.00 FEET; THENCE S 79°15'13" E A DISTANCE OF 20.00 FEET; THENCE S 10°44'47" W A DISTANCE OF 110.00 FEET; THENCE S 79°15'13" E A DISTANCE OF 455.00 FEET; THENCE N 10°44'47" E A DISTANCE OF 110.00 FEET; THENCE S 79°15'13" E A DISTANCE OF 20.00 FEET; THENCE S 10°44'47" W A DISTANCE OF 110.00 FEET; THENCE S 79°15'13" E A DISTANCE OF 383.10 FEET; THENCE S 42°18'41" W A DISTANCE OF 15.12 FEET; THENCE S 45°20'35" E A DISTANCE OF 60.55 FEET; THENCE N 50°01'19" E A DISTANCE OF 60.28 FEET; THENCE S 79°15'13" E A DISTANCE OF 9.43 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 165.00 FEET, A DELTA ANGLE OF 35°22'48", A CHORD BEARING OF S 61°33'49" E, FOR AN ARC LENGTH OF 101.89 FEET; THENCE N 46°07'35" E A DISTANCE OF 160.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 325.00 FEET, A DELTA ANGLE OF 5°45'01", A CHORD BEARING OF N 46°44'55" W, FOR AN ARC LENGTH OF 32.62 FEET; THENCE N 40°22'34" E A DISTANCE OF 20.00 FEET; THENCE N 15°47'14" W A DISTANCE OF 81.12 FEET; THENCE N 20°58'52" W A DISTANCE OF 61.95 FEET; THENCE N 19°13'23" E A DISTANCE OF 53.89 FEET; THENCE N 78°39'47" E A DISTANCE OF 194.99 FEET; THENCE S 20°35'43" E A DISTANCE OF 251.13 FEET; THENCE S 69°24'17" W A DISTANCE OF 105.52 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 435.00 FEET, A DELTA ANGLE OF 10°38'26", A CHORD BEARING OF N 35°03'18" W, FOR AN ARC LENGTH OF 80.79 FEET; THENCE S 49°37'29" W A DISTANCE OF 110.00 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 325.00 FEET, A DELTA ANGLE OF 2°44'59", A CHORD BEARING OF S 39°00'01" E, FOR AN ARC LENGTH OF 15.60 FEET; THENCE S 55°12'13" W A DISTANCE OF 160.39 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 165.00 FEET, A DELTA ANGLE OF 19°46'48", A CHORD BEARING OF S 30°29'07" E, FOR AN ARC LENGTH OF 56.96 FEET; THENCE S 20°35'43" E A DISTANCE OF 2783.95 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE WEST HAVING A RADIUS OF 165.00 FEET, A DELTA ANGLE OF 43°33'58", A CHORD BEARING OF S 01°11'16" W, FOR AN ARC LENGTH OF 125.46 FEET; THENCE S 22°58'15" W A DISTANCE OF 687.28 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE EAST HAVING A RADIUS OF 435.00 FEET, A DELTA ANGLE OF 11°57'47", A CHORD BEARING OF S 16°59'22" W, FOR AN ARC LENGTH OF 90.82 FEET; THENCE S 78°59'31" E A DISTANCE OF 110.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE EAST HAVING A RADIUS OF 325.00 FEET, A DELTA ANGLE OF 0°51'01", A CHORD BEARING OF S 10°34'58" W, FOR AN ARC LENGTH OF 4.82 FEET; THENCE S 79°50'33" E A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE EAST HAVING A RADIUS OF 275.00 FEET, A DELTA ANGLE OF 2°11'40", A CHORD BEARING OF N 11°15'17" E, FOR AN ARC LENGTH OF 10.53 FEET; THENCE S 79°50'33" E A DISTANCE OF 123.14 FEET; THENCE N 10°09'27" E A DISTANCE OF 66.66 FEET; THENCE N 22°58'20" E A DISTANCE OF 130.00 FEET; THENCE N 67°01'40" W A DISTANCE OF 110.00 FEET; THENCE N 22°58'20" E A DISTANCE OF 20.00 FEET; THENCE S 67°01'40" E A DISTANCE OF

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 Page: 3153

110.00 FEET; THENCE N 22°58'20" E A DISTANCE OF 525.98 FEET; THENCE N 71°01'07" W A DISTANCE OF 111.06 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE WEST HAVING A RADIUS OF 325.00 FEET, A DELTA ANGLE OF 3°31'35", A CHORD BEARING OF N 17°13'05" E, FOR AN ARC LENGTH OF 20.00 FEET; THENCE S 74°32'43" E A DISTANCE OF 110.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE WEST HAVING A RADIUS OF 435.00 FEET, A DELTA ANGLE OF 36°03'00", A CHORD BEARING OF N 02°34'13" W, FOR AN ARC LENGTH OF 273.70 FEET; THENCE N 20°35'43" W A DISTANCE OF 124.78 FEET; THENCE N 68°27'52" E A DISTANCE OF 155.16 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE NORTH HAVING A RADIUS OF 375.00 FEET, A DELTA ANGLE OF 6°52'04", A CHORD BEARING OF N 65°58'15" E, FOR AN ARC LENGTH OF 44.95 FEET; THENCE S 20°35'43" E A DISTANCE OF 110.99 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE NORTH HAVING A RADIUS OF 485.37 FEET, A DELTA ANGLE OF 28°23'44", A CHORD BEARING OF N 49°54'12" E, FOR AN ARC LENGTH OF 240.55 FEET; THENCE N 35°42'19" E A DISTANCE OF 383.22 FEET; THENCE N 49°59'38" E A DISTANCE OF 199.36 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1040.00 FEET, A DELTA ANGLE OF 11°39'06", A CHORD BEARING OF S 45°36'03" E, FOR AN ARC LENGTH OF 211.49 FEET; THENCE S 38°21'15" W A DISTANCE OF 53.39 FEET; THENCE S 43°35'40" W A DISTANCE OF 122.03 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1215.00 FEET, A DELTA ANGLE OF 11°31'18", A CHORD BEARING OF S 56°41'37" E, FOR AN ARC LENGTH OF 244.32 FEET; THENCE S 11°18'43" W A DISTANCE OF 40.99 FEET; THENCE S 46°48'40" W A DISTANCE OF 62.78 FEET; THENCE S 22°04'09" W A DISTANCE OF 20.34 FEET; THENCE S 75°43'20" W A DISTANCE OF 9.75 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTH HAVING A RADIUS OF 164.00 FEET, A DELTA ANGLE OF 127°41'31", A CHORD BEARING OF N 75°59'06" W, FOR AN ARC LENGTH OF 365.50 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 2400.00 FEET, A DELTA ANGLE OF 13°43'15", A CHORD BEARING OF S 33°18'31" W, FOR AN ARC LENGTH OF 574.73 FEET; THENCE S 20°35'43" E A DISTANCE OF 1057.58 FEET; THENCE S 22°19'40" E A DISTANCE OF 248.28 FEET; THENCE S 67°40'20" W A DISTANCE OF 187.36 FEET; THENCE N 60°58'46" W A DISTANCE OF 345.00 FEET; THENCE N 24°51'32" W A DISTANCE OF 45.83 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTH HAVING A RADIUS OF 164.26 FEET, A DELTA ANGLE OF 150°47'48", A CHORD BEARING OF S 79°44'35" W, FOR AN ARC LENGTH OF 432.32 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE EAST HAVING A RADIUS OF 2650.00 FEET, A DELTA ANGLE OF 10°42'09", A CHORD BEARING OF S 01°00'24" E, FOR AN ARC LENGTH OF 495.01 FEET; THENCE S 83°06'05" W A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE EAST HAVING A RADIUS OF 2700.00 FEET, A DELTA ANGLE OF 1°03'40", A CHORD BEARING OF S 06°53'55" E, FOR AN ARC LENGTH OF 50.00 FEET; THENCE N 83°06'05" E A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE EAST HAVING A RADIUS OF 2650.00 FEET, A DELTA ANGLE OF 12°09'46", A CHORD BEARING OF S 13°31'13" E, FOR AN ARC LENGTH OF 562.54 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE WEST HAVING A RADIUS OF 4150.00 FEET, A DELTA ANGLE OF 1°49'08", A CHORD BEARING OF S 18°41'33" E, FOR AN ARC LENGTH OF 131.71 FEET; THENCE S 72°13'00" W A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE WEST HAVING A RADIUS OF 4100.00 FEET, A DELTA ANGLE OF 2°45'17", A CHORD BEARING OF S 16°24'22" E, FOR AN ARC LENGTH OF 197.13 FEET; THENCE N 74°58'17" E A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE WEST HAVING A RADIUS OF 4150.00 FEET, A DELTA ANGLE OF 10°44'46", A CHORD BEARING OF S 09°39'20" E, FOR AN ARC LENGTH OF 778.35 FEET; THENCE S 89°08'59" E A DISTANCE OF 80.32 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE WEST HAVING A RADIUS OF 4230.00 FEET, A DELTA ANGLE OF 11°02'13", A CHORD BEARING OF S 01°20'00" W, FOR AN ARC LENGTH OF 814.83 FEET; THENCE S 14°22'11" E A DISTANCE OF 87.81 FEET; THENCE N 75°37'49" E A DISTANCE OF 469.64 FEET; THENCE S 26°16'35" E A DISTANCE OF 50.33 FEET; THENCE S 63°43'25" W A DISTANCE OF 304.44 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTH EAST HAVING A RADIUS OF 435.00 FEET, A DELTA ANGLE OF 37°49'10", A CHORD BEARING OF S 44°48'50" W, FOR AN ARC LENGTH OF 287.13 FEET; THENCE S 25°54'15" W A DISTANCE OF 223.20 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE EAST HAVING A RADIUS OF 760.00 FEET, A DELTA ANGLE OF 27°16'45", A CHORD BEARING OF S 12°15'53" W, FOR AN ARC LENGTH OF 361.85 FEET; THENCE S 01°22'30" E A DISTANCE OF 73.79 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE NORTH WEST HAVING A RADIUS OF 180.00 FEET, A DELTA ANGLE OF 83°07'24", A CHORD BEARING OF S 40°11'12" W, FOR AN ARC LENGTH OF 261.14 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTH HAVING A RADIUS OF 435.00 FEET, A DELTA ANGLE OF 6°37'54", A CHORD BEARING OF S 78°25'56" W, FOR AN ARC LENGTH OF 50.35 FEET; THENCE S 14°53'01" E A DISTANCE OF 110.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 325.00 FEET, A DELTA ANGLE OF 50°19'18", A CHORD BEARING OF S 49°57'20" W, FOR AN ARC LENGTH OF 285.44 FEET; THENCE S 24°47'41" W A DISTANCE OF 63.67 FEET; THENCE N 65°12'19" W A DISTANCE OF 50.00 FEET; THENCE S 24°47'41" W A DISTANCE OF 50.00 FEET; THENCE S 65°12'19" E A DISTANCE OF 61.84 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE EAST HAVING A RADIUS OF 325.00 FEET, A DELTA ANGLE OF 33°53'31", A CHORD BEARING OF S 07°39'47" E, FOR AN ARC LENGTH OF 192.25 FEET; THENCE S 65°23'27" W A DISTANCE

OF 110.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 435.00 FEET, A DELTA ANGLE OF 31°46'42", A CHORD BEARING OF S 40°29'54" E, FOR AN ARC LENGTH OF 241.27 FEET; THENCE N 33°36'45" E A DISTANCE OF 110.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 325.00 FEET, A DELTA ANGLE OF 3°31'35", A CHORD BEARING OF S 58°09'03" E, FOR AN ARC LENGTH OF 20.00 FEET; THENCE S 30°05'10" W A DISTANCE OF 110.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE NORTH HAVING A RADIUS OF 435.00 FEET, A DELTA ANGLE OF 21°16'53", A CHORD BEARING OF S 70°33'16" E, FOR AN ARC LENGTH OF 161.57 FEET; THENCE S 01°37'20" E A DISTANCE OF 97.18 FEET; THENCE N 88°22'40" E A DISTANCE OF 551.19 FEET; THENCE S 02°05'06" E A DISTANCE OF 298.90 FEET; THENCE S 87°58'56" W A DISTANCE OF 1307.40 FEET; THENCE S 24°47'41" W A DISTANCE OF 31.37 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE EAST HAVING A RADIUS OF 1098.00 FEET, A DELTA ANGLE OF 26°52'48", A CHORD BEARING OF S 11°21'17" W, FOR AN ARC LENGTH OF 514.18 FEET; THENCE S 02°05'06" E A DISTANCE OF 985.52 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE WEST HAVING A RADIUS OF 763.96 FEET, A DELTA ANGLE OF 42°19'38", A CHORD BEARING OF S 19°04'43" W, FOR AN ARC LENGTH OF 584.38 FEET; THENCE S 40°14'32" W A DISTANCE OF 209.83 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE EAST HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 89°59'42", A CHORD BEARING OF S 04°45'18" E, FOR AN ARC LENGTH OF 39.27 FEET TO A POINT OF CUSP WITH THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, A 160 FOOT ROADWAY AS CURRENTLY OCCUPIED AND ESTABLISHED; THENCE N 49°45'09" W ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 125.00 FEET; THENCE N 40°14'32" E A DISTANCE OF 234.67 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 863.96 FEET, A DELTA ANGLE OF 19°49'41", A CHORD BEARING OF N 30°19'42" E, FOR AN ARC LENGTH OF 229.77 FEET; THENCE N 49°46'30" W A DISTANCE OF 80.41 FEET; THENCE N 02°05'06" W A DISTANCE OF 306.32 FEET; THENCE N 87°58'51" E A DISTANCE OF 110.00 FEET; THENCE N 02°05'06" W A DISTANCE OF 879.28 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE EAST HAVING A RADIUS OF 1196.00 FEET, A DELTA ANGLE OF 23°35'47", A CHORD BEARING OF N 09°42'47" E, FOR AN ARC LENGTH OF 492.55 FEET; THENCE N 02°05'06" W A DISTANCE OF 313.76 FEET; THENCE N 88°22'40" E A DISTANCE OF 156.20 FEET; THENCE N 24°47'41" E A DISTANCE OF 502.66 FEET; THENCE N 65°12'19" W A DISTANCE OF 50.00 FEET; THENCE N 24°47'41" E A DISTANCE OF 277.26 FEET; THENCE S 65°12'19" E A DISTANCE OF 50.00 FEET; THENCE N 24°47'41" E A DISTANCE OF 50.00 FEET; THENCE N 65°12'19" W A DISTANCE OF 50.00 FEET; THENCE N 24°47'41" E A DISTANCE OF 299.56 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE WEST HAVING A RADIUS OF 3950.00 FEET, A DELTA ANGLE OF 39°45'20", A CHORD BEARING OF N 04°55'01" E, FOR AN ARC LENGTH OF 2740.77 FEET; THENCE N 75°02'23" E A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE WEST HAVING A RADIUS OF 4000.00 FEET, A DELTA ANGLE OF 2°53'25", A CHORD BEARING OF N 16°24'21" W, FOR AN ARC LENGTH OF 201.76 FEET; THENCE S 72°08'59" W A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE WEST HAVING A RADIUS OF 3950.00 FEET, A DELTA ANGLE OF 1°45'02", A CHORD BEARING OF N 18°43'35" W, FOR AN ARC LENGTH OF 120.69 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE EAST HAVING A RADIUS OF 2850.00 FEET, A DELTA ANGLE OF 7°36'35", A CHORD BEARING OF N 15°47'49" W, FOR AN ARC LENGTH OF 378.52 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 435.00 FEET, A DELTA ANGLE OF 65°32'16", A CHORD BEARING OF N 44°45'39" W, FOR AN ARC LENGTH OF 497.57 FEET; THENCE N 77°31'27" W A DISTANCE OF 964.15 FEET; THENCE S 12°28'13" W A DISTANCE OF 110.00 FEET; THENCE N 77°31'47" W A DISTANCE OF 50.00 FEET; THENCE N 12°28'13" E A DISTANCE OF 110.00 FEET; THENCE N 77°31'47" W A DISTANCE OF 265.44 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE NORTH HAVING A RADIUS OF 465.00 FEET, A DELTA ANGLE OF 14°34'33", A CHORD BEARING OF N 70°14'30" W, FOR AN ARC LENGTH OF 118.29 FEET; THENCE S 27°02'46" W A DISTANCE OF 118.29 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 575.00 FEET, A DELTA ANGLE OF 8°10'27", A CHORD BEARING OF N 54°46'47" W, FOR AN ARC LENGTH OF 82.03 FEET; THENCE N 54°46'47" W A DISTANCE OF 118.29 FEET; THENCE N 35°13'13" E A DISTANCE OF 99.29 FEET; THENCE N 02°55'05" E A DISTANCE OF 12.67 FEET; THENCE N 54°46'47" W A DISTANCE OF 45.77 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTH HAVING A RADIUS OF 435.00 FEET, A DELTA ANGLE OF 33°55'21", A CHORD BEARING OF N 71°44'28" W, FOR AN ARC LENGTH OF 257.55 FEET; THENCE N 88°42'09" W A DISTANCE OF 390.24 FEET; THENCE S 01°17'51" W A DISTANCE OF 156.36 FEET; THENCE S 70°43'56" W A DISTANCE OF 21.48 FEET; THENCE N 67°19'54" W A DISTANCE OF 28.59 FEET; THENCE N 75°39'42" W A DISTANCE OF 52.62 FEET; THENCE N 84°57'33" W A DISTANCE OF 88.52 FEET; THENCE S 47°52'18" W A DISTANCE OF 74.34 FEET; THENCE S 35°59'44" W A DISTANCE OF 79.93 FEET; THENCE S 69°14'27" W A DISTANCE OF 133.35 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 95, A 300 FOOT ROADWAY AS CURRENTLY OCCUPIED AND ESTABLISHED; THENCE N 20°45'33" W ALONG SAID EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 3245.72 FEET TO THE WESTERLY LINE OF AFORESAID SECTION 24; THENCE N 01°50'18" W A DISTANCE OF 2620.50 FEET ALONG SAID WESTERLY LINE TO THE NORTHWEST CORNER THEREOF AND THE POINT OF BEGINNING, SAID PARCEL CONTAINING 415.03 ACRES MORE OR LESS.

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LEGAL DESCRIPTION

PLANTATION OAKS OF ORMOND BEACH UNIT 1-B, PARCEL 1

A REPLAT OF LOT 2000, PLANTATION OAKS OF ORMOND BEACH, UNIT 1A, AS RECORDED IN MAP BOOK __, PAGE __
AND BEING ALSO A PORTION OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 32 EAST,
VOLUSIA COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF COMMENCEMENT BEING THE NORTHWEST CORNER OF SECTION 24, RUN THENCE S89°57'37"E ALONG THE NORTHERLY LINE OF SECTION 24 FOR A DISTANCE OF 530.94 FEET; THENCE S39°18'32"E, 891.88 FEET TO THE POINT OF BEGINNING; THENCE S39°18'32"E, 78.46 FEET; THENCE S 79°15'13"E A DISTANCE OF 403.77 FEET; THENCE S 10°44'47"W A DISTANCE OF 147.50 FEET; THENCE S 79°15'13"E A DISTANCE OF 32.98 FEET; THENCE S 10°44'47"W A DISTANCE OF 50.00 FEET; THENCE S 79°15'13"E A DISTANCE OF 85.00 FEET; THENCE S 10°44'47"W A DISTANCE OF 152.37 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE EAST HAVING A RADIUS OF 165.00 FEET, A DELTA ANGLE OF 12°35'03", A CHORD BEARING OF S 04°27'15"W FEET, AN ARC LENGTH OF 36.24 FEET; THENCE S 01°50'16"E A DISTANCE OF 393.02 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE EAST HAVING A RADIUS OF 165.00 FEET, A DELTA ANGLE OF 18°55'17", A CHORD BEARING OF S 11°17'55"E FEET, AN ARC LENGTH OF 54.49 FEET; THENCE S 20°45'33"E A DISTANCE OF 410.13 FEET; THENCE S 69°14'27"W A DISTANCE OF 110.00 FEET; THENCE S 20°45'33"E A DISTANCE OF 20.00 FEET; THENCE N 69°14'27"E A DISTANCE OF 110.00 FEET; THENCE S 20°45'33"E A DISTANCE OF 195.00 FEET; THENCE N 69°14'27"E A DISTANCE OF 57.99 FEET; THENCE S 20°45'33"E A DISTANCE OF 140.61 FEET; THENCE S 22°08'55"W A DISTANCE OF 142.25 FEET; THENCE S 72°55'01"W A DISTANCE OF 155.64 FEET; THENCE N 56°18'53"W A DISTANCE OF 130.40 FEET; THENCE N 20°45'33"W A DISTANCE OF 826.38 FEET; THENCE N 01°50'16"W A DISTANCE OF 314.61 FEET; THENCE N 88°09'44"E A DISTANCE OF 110.00 FEET; THENCE N 01°50'16"W A DISTANCE OF 20.00 FEET; THENCE S 88°09'44"W A DISTANCE OF 110.00 FEET; THENCE N 01°50'16"W A DISTANCE OF 178.86 FEET; THENCE N 10°44'47"E A DISTANCE OF 200.34 FEET; THENCE N 79°15'13"W A DISTANCE OF 28.80 FEET; THENCE S 10°44'47"W A DISTANCE OF 110.00 FEET; THENCE N 79°15'13"W A DISTANCE OF 266.56 FEET; THENCE N 12°59'45"E A DISTANCE OF 110.29 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE NORTH HAVING A RADIUS OF 325.00 FEET, A DELTA ANGLE OF 5°48'19", A CHORD BEARING OF N 74°01'28"W FEET, AN ARC LENGTH OF 32.93 FEET; THENCE N 71°07'19"W A DISTANCE OF 204.60 FEET; THENCE N 16°52'41"E A DISTANCE OF 50.00 FEET; THENCE S 71°07'19"E A DISTANCE OF 2.05 FEET; THENCE N 16°52'41"E A DISTANCE OF 110.00 FEET; THENCE S 71°07'19"E A DISTANCE OF 130.00 FEET; THENCE N 50°41'28"E A DISTANCE OF 98.39 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 13.44 ACRES MORE OR LESS.

LEGAL DESCRIPTION

PLANTATION OAKS OF ORMOND BEACH UNIT 1-B, PARCEL 2

A REPLAT OF LOT 2000, PLANTATION OAKS OF ORMOND BEACH, UNIT 1A, AS RECORDED IN MAP BOOK ____, PAGE ____

AND BEING ALSO A PORTION OF SECTION 24, TOWNSHIP 13 SOUTH,

RANGE 32 EAST, VOLUSIA COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

FROM A POINT OF COMMENCEMENT BEING THE NORTHWEST CORNER OF SECTION 24, RUN THENCE S89°57'37"E ALONG THE NORTHERLY LINE OF SECTION 24 FOR A DISTANCE OF 530.94 FEET; THENCE S39°18'32"E, 970.33 FEET; THENCE S79°15'13"E, 1350.04 FEET; THENCE S10°44'47"W, 543.14 FEET TO THE POINT OF BEGINNING; THENCE S 04°24'00"W A DISTANCE OF 74.02 FEET; THENCE S 27°13'31"E A DISTANCE OF 81.80 FEET; THENCE N 52°02'11"E A DISTANCE OF 20.79 FEET; THENCE S 41°51'14"E A DISTANCE OF 48.23 FEET; THENCE S 31°13'02"E A DISTANCE OF 37.95 FEET; THENCE S 17°03'25"W A DISTANCE OF 54.84 FEET; THENCE S 04°37'07"E A DISTANCE OF 61.87 FEET; THENCE S 09°54'19"W A DISTANCE OF 78.19 FEET; THENCE S 27°37'28"W A DISTANCE OF 94.20 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 465.00', A DELTA ANGLE OF 9°54'51", A CHORD BEARING OF N 27°02'31"W, AN ARC LENGTH OF 80.48'; THENCE N 22°05'06"W A DISTANCE OF 106.28 FEET; THENCE S 87°54'54"W A DISTANCE OF 110.00 FEET; THENCE N 22°05'06"W A DISTANCE OF 130.00 FEET; THENCE N 67°54'54"E A DISTANCE OF 8.08 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTH HAVING A RADIUS OF 164.00', A DELTA ANGLE OF 24°51'07", A CHORD BEARING OF S 85°56'40"W, AN ARC LENGTH OF 701.99'; THENCE S 22°05'06"E A DISTANCE OF 286.76 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 735.00', A DELTA ANGLE OF 23°21'13", A CHORD BEARING OF S 33°45'42"E, AN ARC LENGTH OF 299.58'; THENCE N 43°43'27"E A DISTANCE OF 110.01 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 625.00', A DELTA ANGLE OF 1°50'01", A CHORD BEARING OF S 46°12'29"E, AN ARC LENGTH OF 20.00'; THENCE S 43°43'27"W A DISTANCE OF 110.40 FEET; THENCE S 48°51'25"E A DISTANCE OF 292.43 FEET; THENCE S 39°16'22"W A DISTANCE OF 35.45 FEET; THENCE N 50°43'38"W A DISTANCE OF 110.00 FEET; THENCE S 39°16'22"W A DISTANCE OF 947.24 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 435.00', A DELTA ANGLE OF 12°43'48", A CHORD BEARING OF S 32°54'28"W, AN ARC LENGTH OF 96.65'; THENCE S 63°27'26"E A DISTANCE OF 110.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 325.00', A DELTA ANGLE OF 4°27'18", A CHORD BEARING OF S 24°18'55"W, AN ARC LENGTH OF 25.27'; THENCE N 67°54'45"W A DISTANCE OF 110.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE EAST HAVING A RADIUS OF 435.00', A DELTA ANGLE OF 42°51'59", A CHORD BEARING OF S 00°39'16"W, AN ARC LENGTH OF 325.45'; THENCE S 20°46'44"E A DISTANCE OF 63.62 FEET; THENCE N 69°13'16"E A DISTANCE OF 110.00 FEET; THENCE S 20°46'44"E A DISTANCE OF 20.00 FEET; THENCE S 69°13'16"W A DISTANCE OF 110.00 FEET; THENCE S 20°46'44"E A DISTANCE OF 50.03 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE WEST HAVING A RADIUS OF 165.00', A DELTA ANGLE OF 25°38'40", A CHORD BEARING OF S 07°57'23"E, AN ARC LENGTH OF 73.85'; THENCE S 04°51'57"W A DISTANCE OF 128.32 FEET; THENCE S 85°08'03"E A DISTANCE OF 85.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE NORTH HAVING A RADIUS OF 25.00', A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF N 49°51'57"E, AN ARC LENGTH OF 39.27'; THENCE S 85°08'03"E A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 25.00', A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF S 40°08'03"E, AN ARC LENGTH OF 39.27'; THENCE S 85°08'03"E A DISTANCE OF 85.00 FEET; THENCE N 04°51'57"E A DISTANCE OF 128.32 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE WEST HAVING A RADIUS OF 435.00', A DELTA ANGLE OF 25°38'40", A CHORD BEARING OF N 07°57'23"W, AN ARC LENGTH OF 194.70'; THENCE N 20°46'44"W A DISTANCE OF 50.03 FEET; THENCE S 69°13'16"W A DISTANCE OF 110.00 FEET; THENCE N 20°46'44"W A DISTANCE OF 20.00 FEET; THENCE N 69°13'16"E A DISTANCE OF 110.00 FEET; THENCE N 20°46'44"W A DISTANCE OF 63.62 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE EAST HAVING A RADIUS OF 165.00', A DELTA ANGLE OF 60°03'05", A CHORD BEARING OF N 09°14'49"E, AN ARC LENGTH OF 172.94'; THENCE N 39°16'22"E A DISTANCE OF 257.24 FEET; THENCE S 50°43'38"E A DISTANCE OF 103.61 FEET; THENCE N 52°17'00"E A DISTANCE OF 185.70 FEET; THENCE N 08°07'35"E A DISTANCE OF 21.33 FEET; THENCE N 05°13'23"W A DISTANCE OF 75.20 FEET; THENCE N 50°43'38"W A DISTANCE OF 81.68 FEET; THENCE N 39°16'22"E A DISTANCE OF 597.08 FEET; THENCE N 45°19'02"E A DISTANCE OF 34.75 FEET; THENCE N 38°38'17"W A DISTANCE OF 100.00 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 285.00', A DELTA ANGLE OF 9°52'08", A CHORD BEARING OF N 56°17'47"E, AN ARC LENGTH OF 45.64'; THENCE S 28°46'09"E A DISTANCE OF 100.00 FEET; THENCE S 04°25'57"E A DISTANCE OF 53.85 FEET; THENCE N69°15'50"E A DISTANCE OF 139.00 FEET; THENCE S00°00'24"W A DISTANCE OF 113.01 FEET TO THE POINT OF TANGENCY OF A CURVE CONCAVE EASTERLY; THENCE SOUTHERLY AND TO THE LEFT ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 20°36'07", A RADIUS OF 435.00 FEET, A CHORD BEARING OF S10°17'40"E FOR AN ARC LENGTH OF 158.41 FEET; THENCE S 20°35'43"E A DISTANCE OF 148.38 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE WEST HAVING A RADIUS OF 165.00', A DELTA ANGLE OF 10°02'22", A CHORD BEARING OF S 15°34'32"E, AN ARC LENGTH OF 28.91'; THENCE S 10°33'21"E A DISTANCE OF 214.94 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE EAST HAVING A RADIUS OF 435.00', A DELTA ANGLE OF 1°22'28", A CHORD BEARING OF S 11°14'35"E, AN ARC LENGTH OF 10.43'; THENCE S 78°04'11"W A DISTANCE OF 125.93 FEET; THENCE S 54°19'43"W A DISTANCE OF 62.29 FEET; THENCE S 49°32'05"W A DISTANCE OF 63.20 FEET; THENCE S 35°59'03"W A DISTANCE OF 24.08 FEET; THENCE S 03°26'26"E A DISTANCE OF 41.08 FEET; THENCE S 04°44'17"W A DISTANCE OF 58.72 FEET; THENCE S 15°47'50"E A DISTANCE OF 59.70 FEET; THENCE S 13°17'10"E A DISTANCE OF 49.86 FEET; THENCE S 26°00'41"E A DISTANCE OF 31.32 FEET; THENCE S 06°23'24"E A DISTANCE OF 79.90 FEET; THENCE S 25°23'41"E A DISTANCE OF 44.42 FEET; THENCE S 47°43'23"E A DISTANCE OF 13.33 FEET; THENCE N 50°24'06"E A DISTANCE OF 4.38 FEET; THENCE N 14°30'59"E A DISTANCE OF 25.63 FEET; THENCE N 33°15'21"E A DISTANCE OF 43.84 FEET; THENCE N 65°47'58"E A DISTANCE OF 54.92 FEET; THENCE S 87°13'43"E A DISTANCE OF 82.66 FEET; THENCE S 57°53'45"E A DISTANCE OF 84.83 FEET; THENCE S 32°45'32"E A DISTANCE OF 49.74 FEET; THENCE N 46°21'00"E A DISTANCE OF 25.19 FEET; THENCE N 37°33'37"E A DISTANCE OF 62.94 FEET; THENCE N 47°53'40"E A DISTANCE OF 65.64 FEET; THENCE S 88°22'59"E A DISTANCE OF 84.38 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 275.00', A DELTA ANGLE OF 9°17'24", A CHORD BEARING OF S 24°37'44"E, AN ARC LENGTH OF 44.59'; THENCE S 19°59'02"E A DISTANCE OF 148.80 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE WEST HAVING A RADIUS OF 275.00', A DELTA ANGLE OF 36°19'22", A CHORD BEARING OF S 01°49'21"E, AN ARC LENGTH OF 174.34'; THENCE S 16°20'20"W A DISTANCE OF 28.84 FEET; THENCE N 73°39'40"W A DISTANCE OF 110.00 FEET; THENCE S 16°20'20"W A DISTANCE OF 278.75 FEET; THENCE S 73°39'40"E A DISTANCE OF 85.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE NORTH HAVING A RADIUS OF 25.00', A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF N 61°20'20"E, AN ARC LENGTH OF 39.27'; THENCE S 73°39'40"E A DISTANCE OF 50.00 FEET; THENCE S 16°20'20"W A DISTANCE OF 22.07 FEET; THENCE S 73°03'40"E A DISTANCE OF 110.00 FEET; THENCE N 16°20'20"E A DISTANCE OF 302.40 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE WEST HAVING A RADIUS OF 435.00', A DELTA ANGLE OF 36°18'37", A CHORD BEARING OF N 01°48'58"W, AN ARC LENGTH OF 275.67'; THENCE N 19°58'17"W A DISTANCE OF 146.74 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 433.69', A DELTA ANGLE OF 8°20'11", A CHORD BEARING OF N 24°08'22"W, AN ARC LENGTH OF 63.10'; THENCE N 28°18'28"W A DISTANCE OF 573.57 FEET; THENCE S 64°52'45"W A DISTANCE OF 110.12 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 275.00', A DELTA ANGLE OF 4°10'04", A CHORD BEARING OF N 25°07'15"W, AN ARC LENGTH OF 20.00'; THENCE N 64°52'45"E A DISTANCE OF 110.12 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE EAST HAVING A RADIUS OF 165.00', A DELTA ANGLE OF 11°05'25", A CHORD BEARING OF N 16°06'04"W, AN ARC LENGTH OF 31.89'; THENCE N 10°33'21"W A DISTANCE OF 253.15 FEET; THENCE N 20°35'43"W A DISTANCE OF 190.23 FEET; THENCE N 09°27'43"W A DISTANCE OF 56.30 FEET; THENCE N 00°00'24"E A DISTANCE OF 144.15 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE WEST HAVING A RADIUS OF 435.00', A DELTA ANGLE OF 20°36'07", A CHORD BEARING OF N 10°17'40"W, AN ARC LENGTH OF 158.41'; THENCE N 20°35'43"W A DISTANCE OF 175.00 FEET; THENCE N 23°40'07"W A DISTANCE OF 180.60 FEET; THENCE N 24°08'49"W A DISTANCE OF 78.36 FEET; THENCE S 50°58'24"W A DISTANCE OF 137.17 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 675.00', A DELTA ANGLE OF 1°41'52", A CHORD BEARING OF N 39°51'32"W, AN ARC LENGTH OF 20.00'; THENCE N 50°58'24"E A DISTANCE OF 142.90 FEET; THENCE N 24°08'49"W A DISTANCE OF 45.28 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTH HAVING A RADIUS OF 164.00', A DELTA ANGLE OF 105°17'35", A CHORD BEARING OF N 76°47'37"W, AN ARC LENGTH OF 301.38'; THENCE N 58°12'21"W A DISTANCE OF 39.32 FEET; THENCE N 46°14'53"W A DISTANCE OF 83.61 FEET; THENCE N 33°19'13"W A DISTANCE OF 57.24 FEET; THENCE N 11°51'59"W A DISTANCE OF 86.12 FEET; THENCE N 55°34'06"W A DISTANCE OF 134.69 FEET; THENCE S 50°22'50"W A DISTANCE OF 94.34 FEET; TO THE POINT OF BEGINNING AND HAVING AN AREA OF 43.49 ACRES MORE OR LESS.

TOTAL AREA UNIT 1B = 56.93 ACRES

LEGAL DESCRIPTION No. 1
PLANTATION OAKS OF ORMOND BEACH UNIT 1C
A PORTION OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST VOLUSIA COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED
AS FOLLOWS:

FROM A POINT OF COMMENCEMENT BEING THE NORTHWEST CORNER OF SECTION 24, RUN THENCE S89°57'37"E ALONG THE NORTHERLY LINE OF SECTION 24 FOR A DISTANCE OF 530.94 FEET; THENCE S39°18'33"E, 970.33 FEET; THENCE S79°15'13"E, 1985.01 FEET; THENCE N78°39'47"E, 210.85 TO A POINT ON THE WESTERLY LINE OF A 100 FOOT FLORIDA POWER AND LIGHT COMPANY EASEMENT AND THE POINT OF BEGINNING; THENCE CONTINUE N78°39'47"E FOR A DISTANCE OF 101.32 FEET TO A POINT ON THE EASTERLY LINE OF SAID EASEMENT; THENCE S 20°35'43"E AND ALONG SAID EASTERLY EASEMENT LINE FOR A DISTANCE OF 975.01 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE SOUTH HAVING A RADIUS OF 375.00 FEET, A DELTA ANGLE OF 00°32'52", A CHORD BEARING OF N 61°46'47"E FEET, AN ARC LENGTH OF 3.58 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 73°27'17", A CHORD BEARING OF N 81°46'00"E FEET, AN ARC LENGTH OF 32.05 FEET; THENCE S 45°02'21"E A DISTANCE OF 60.40 FEET; THENCE S 69°24'17"W A DISTANCE OF 54.74 FEET TO THE EASTERLY LINE OF AFORESAID 100 FOOT FLORIDA POWER AND LIGHT COMPANY EASEMENT; THENCE S 20°35'43"E AND ALONG SAID EASTERLY EASEMENT LINE FOR A DISTANCE OF 1916.46 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE NORTH HAVING A RADIUS OF 375.00 FEET, A DELTA ANGLE OF 6°52'04", A CHORD BEARING OF S 65°58'15"W FEET, AN ARC LENGTH OF 44.95 FEET; THENCE S 69°24'17"W A DISTANCE OF 155.16 FEET; THENCE S 20°35'43"E A DISTANCE OF 124.78 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE WEST HAVING A RADIUS OF 435.00 FEET, A DELTA ANGLE OF 36°03'00", A CHORD BEARING OF S 02°34'13"E FEET, AN ARC LENGTH OF 273.70 FEET; THENCE N 74°32'43"W A DISTANCE OF 110.00 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE WEST HAVING A RADIUS OF 325.00 FEET, A DELTA ANGLE OF 3°31'35", A CHORD BEARING OF S 17°13'05"W FEET, AN ARC LENGTH OF 20.00 FEET; THENCE S 71°01'07"E A DISTANCE OF 111.06 FEET; THENCE S 22°58'20"W A DISTANCE OF 525.98 FEET; THENCE N 67°01'40"W A DISTANCE OF 110.00 FEET; THENCE S 22°58'20"W A DISTANCE OF 20.00 FEET; THENCE S 67°01'40"E A DISTANCE OF 110.00 FEET; THENCE S 22°58'20"W A DISTANCE OF 130.00 FEET; THENCE S 10°09'27"W A DISTANCE OF 66.66 FEET; THENCE N 79°50'33"W A DISTANCE OF 123.14 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE EAST HAVING A RADIUS OF 275.00 FEET, A DELTA ANGLE OF 2°11'40", A CHORD BEARING OF S 11°15'17"W FEET, AN ARC LENGTH OF 10.53 FEET; THENCE N 79°50'33"W A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE EAST HAVING A RADIUS OF 325.00 FEET, A DELTA ANGLE OF 0°51'01", A CHORD BEARING OF N 10°34'58"E FEET, AN ARC LENGTH OF 4.82 FEET; THENCE N 78°59'31"W A DISTANCE OF 110.00 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE EAST HAVING A RADIUS OF 435.00 FEET, A DELTA ANGLE OF 11°28'42", A CHORD BEARING OF N 16°44'50"E FEET, AN ARC LENGTH OF 87.15 FEET; THENCE N 22°58'15"E A DISTANCE OF 687.28 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE WEST HAVING A RADIUS OF 165.00 FEET, A DELTA ANGLE OF 43°33'58", A CHORD BEARING OF N 01°11'16"E FEET, AN ARC LENGTH OF 125.46 FEET; THENCE N 20°35'43"W A DISTANCE OF 2783.95 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTH WEST HAVING A RADIUS OF 165.00 FEET, A DELTA ANGLE OF 19°46'48", A CHORD BEARING OF N 30°29'07"W FEET, AN ARC LENGTH OF 56.96 FEET; THENCE N 55°12'12"E A DISTANCE OF 160.39 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTH WEST HAVING A RADIUS OF 325.00 FEET, A DELTA ANGLE OF 2°44'59", A CHORD BEARING OF N 39°00'01"W FEET, AN ARC LENGTH OF 15.60 FEET; THENCE N 49°37'29"E A DISTANCE OF 110.00 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE SOUTH WEST HAVING A RADIUS OF 435.00 FEET, A DELTA ANGLE OF 10°38'26", A CHORD BEARING OF S 35°03'18"E FEET, AN ARC LENGTH OF 80.79 FEET; THENCE N 69°24'17"E A DISTANCE OF 105.52 FEET; THENCE N 20°35'43"W A DISTANCE OF 251.13 FEET; TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 36.97 ACRES MORE OR LESS.

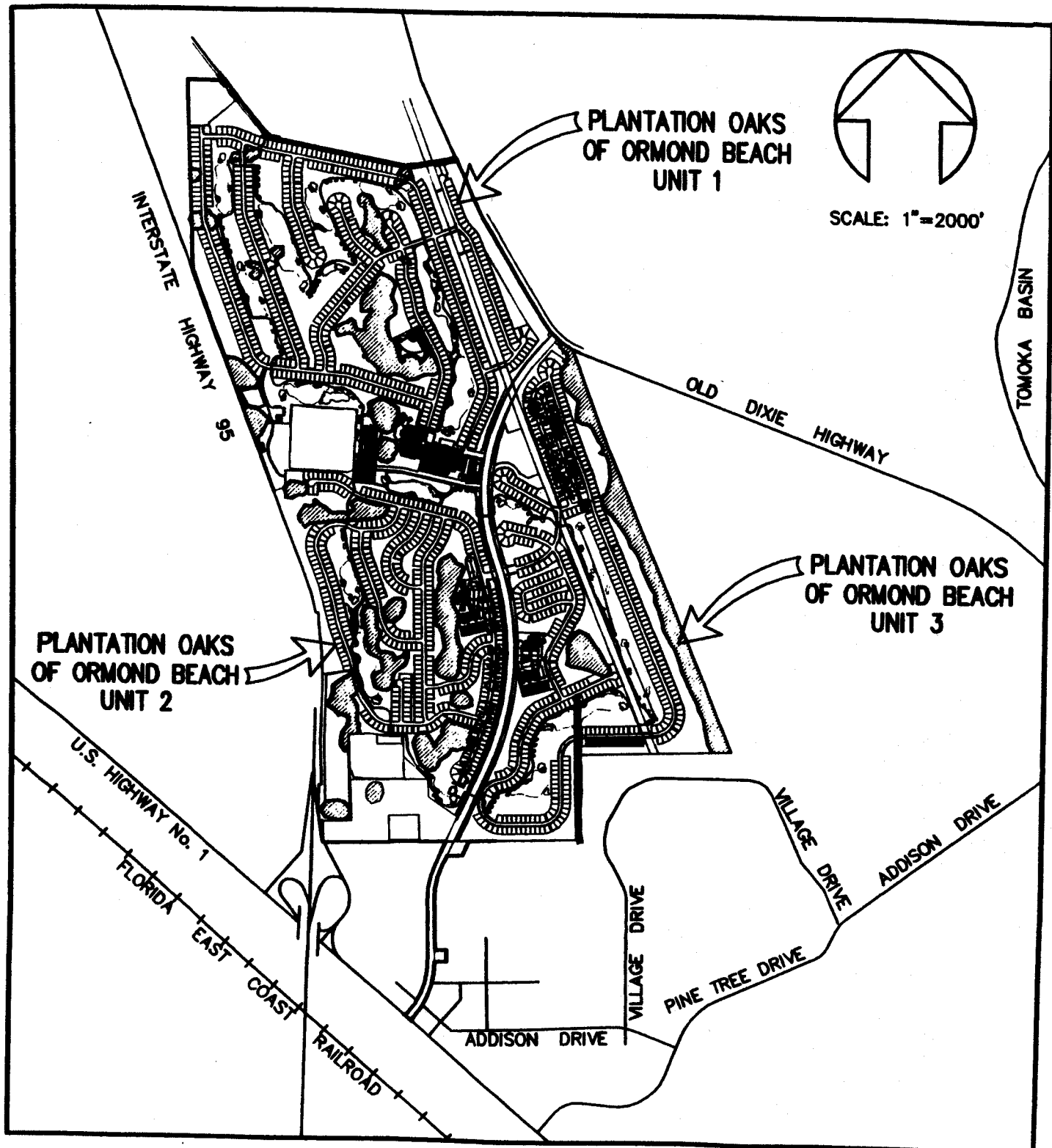
LEGAL DESCRIPTION No. 2

PLANTATION OAKS OF ORMOND BEACH UNIT 1-C

BEING A PORTION OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST VOLUSIA COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF COMMENCEMENT BEING THE NORTHWEST CORNER OF SECTION 24, RUN THENCE S89°57'37"E ALONG THE NORTHERLY LINE OF SECTION 24 FOR A DISTANCE OF 530.94 FEET; THENCE S39°18'33"E, 970.33 FEET; THENCE S79°15'13"E, 403.77 FEET TO THE POINT OF BEGINNING; THENCE S 79°15'13"E, 1984.77 FEET; THENCE N 78°39'47"E A DISTANCE OF 15.86 FEET; THENCE S 19°13'23"W A DISTANCE OF 53.89 FEET; THENCE S 20°58'52"E A DISTANCE OF 61.95 FEET; THENCE S 15°47'15"E A DISTANCE OF 81.12 FEET; THENCE S 40°22'34"W A DISTANCE OF 20.00 FEET; THENCE ALONG A CURVE TO THE RIGHT CONCAVE TO THE SOUTH WEST HAVING A RADIUS OF 325.00 FEET, A DELTA ANGLE OF 5°45'01", A CHORD BEARING OF S 46°44'55"E FEET, AN ARC LENGTH OF 32.62 FEET; THENCE S 46°07'35"W A DISTANCE OF 160.00 FEET; THENCE ALONG A CURVE TO THE LEFT CONCAVE TO THE SOUTH WEST HAVING A RADIUS OF 165.00 FEET, A DELTA ANGLE OF 35°22'48", A CHORD BEARING OF N 61°33'49"W FEET, AN ARC LENGTH OF 101.89 FEET; THENCE N 79°15'13"W A DISTANCE OF 9.43 FEET; THENCE S 50°01'19"W A DISTANCE OF 60.28 FEET; THENCE N 45°20'35"W A DISTANCE OF 60.55 FEET; THENCE N 42°18'41"E A DISTANCE OF 15.12 FEET; THENCE N 79°15'13"W A DISTANCE OF 383.10 FEET; THENCE N 10°44'47"E A DISTANCE OF 110.00 FEET; THENCE N 79°15'13"W A DISTANCE OF 20.00 FEET; THENCE S 10°44'47"W A DISTANCE OF 110.00 FEET; THENCE N 79°15'13"W A DISTANCE OF 455.00 FEET; THENCE N 10°44'47"E A DISTANCE OF 110.00 FEET; THENCE N 79°15'13"W A DISTANCE OF 20.00 FEET; THENCE S 10°44'47"W A DISTANCE OF 110.00 FEET; THENCE N 79°15'13"W A DISTANCE OF 325.00 FEET; THENCE N 10°44'47"E A DISTANCE OF 110.00 FEET; THENCE N 79°15'13"W A DISTANCE OF 160.00 FEET; THENCE N 10°44'47"E A DISTANCE OF 50.00 FEET; THENCE N 79°15'13"W A DISTANCE OF 32.96 FEET; THENCE N 10°38'58"E A DISTANCE OF 147.50 FEET; TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 10.95 ACRES MORE OR LESS.

TOTAL AREA OF UNIT 1C = 47.92 ACRES MORE OR LESS.



VICINITY MAP



**COUNTY NOTIFICATION OF PROPERTY TRANSFER TO PRIVATE OWNERSHIP
NOTICE OF SALE**

Project Name _____ Date _____
 Developer _____ Telephone _____
 Capacity Reservation Account Number _____ Fax _____
 Mailing Address _____
 Street Address of Property Transferred _____
 Unit # _____ Phase # _____ Section # _____ AKA _____
 Lot # _____ Block # _____ Tax Parcel # _____
 Buyer _____
 Mailing Address _____
 Closing Date on Property Transfer _____

THE SUBJECT PROPERTY WILL BE DEDUCTED FROM THE CAPACITY RESERVATION FEE BILLING AFTER THE PROPERTY TRANSFER AND UPON RECEIPT OF THIS FORM BEFORE THE 28TH DAY OF THE MONTH. NO ADJUSTMENTS WILL BE MADE TO PRIOR BILLINGS.

County of Volusia
 WR&U/Utilities Engineering Division
 Attn.: Karen L. Hiatt, Staff Assistant
 123 West Indiana Avenue, 4th Floor, Room 402
 DeLand, Florida 32720

EXHIBIT "B"

BILL OF SALE

PLANTATION OAKS OF ORMOND BEACH

Plantation Oaks of Ormond Beach, a Limited Liability Corporation, whose address is: 100 Business Center Drive, Suite 8, Ormond Beach, County of Volusia, State of Florida, "Seller," for and in consideration of the sum of One (\$1.00) Dollar and other valuable consideration paid by County of Volusia, a political subdivision of the State of Florida, "Purchaser," the receipt of which is hereby acknowledged does grant, sell, transfer, convey and deliver to Purchaser all and other goods as required to comprise a complete utility system installed by Seller and located on the following County easements or right-of-way as shown on the record of drawings, more specifically described as follows:

Project: Plantation Oaks of Ormond Beach
Exhibit "A" (Description Attached)

Purchaser shall have all rights and title to the goods in itself and its assigns. Seller warrants that it is the lawful owner of the goods and the goods area free from all liens and encumbrances. Seller has good right to sell the goods and will warrant and defend the right against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, Seller has executed this Agreement at _____,
Florida, on _____ day of _____, 2006.

Witnesses as to Seller

"Seller"

Print Name:

By: _____
Parker Mynchenberg,
Managing Member

Print Name:

By: _____

EXHIBIT "C"

July 18, 2007

**Volusia County
Staff (minor amendment)**

**Book 6100
Pages 2016-2020**

IN RE: APPLICATION OF PARKER MYNCHENBERG, MANAGING MEMBER
PLANTATION OAKS OF ORMOND BEACH, L.L.C.

MINOR AMENDMENT TO ORDER AND RESOLUTION NO. 2002-199
PLANTATION OAKS OF ORMOND BEACH RPUD

Whereas, Section 813.06 of Volusia County Ordinance 80-8 provides for "Minor Amendments not altering the intent and purpose" of an approved Planned Unit Development's (PUD) Overall Development Plan; and

Whereas, Parker Mynchenberg, Managing Member of Plantation Oaks of Ormond Beach, LLC, duly filed a request for a "Minor Amendment" to Order and Resolution No. 2002-199; and

Whereas, Exhibit B, Preliminary Plan and Site Data, as referred to in the Development Agreement Book 4988, Pages 185 through 187, are revised as shown; and

Whereas, the Volusia County Director of Growth Management issued approval of such "Minor Amendment" by letter dated July 17, 2007, a copy of which is attached hereto and recorded herewith; the purpose of this Minor Amendment is to revise Exhibit B, Preliminary Plan.

Now, therefore, Order and Resolution No. 2002-199 is hereby amended as follows:

Exhibit B Preliminary Plan, is revised per attached revised Exhibit "B", dated 11-15-06, to increase buffer along Old Dixie Highway to 175 Feet.

Said action has caused the preceding to be recorded in the Public Records of Volusia County, Florida.

Done and Ordered by the Zoning Enforcement Official for Volusia County, Florida, this 18TH day of July, 2007.

Volusia County Growth Management

By: Mary Robinson
Mary Robinson, Director

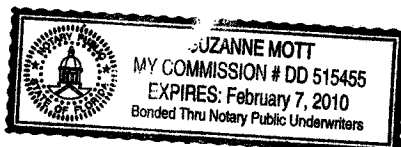
STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me, the undersigned authority, this day personally appeared 18 July 2007, well known to me to be the Mary Robinson, and he/she/they acknowledge(s) executing the foregoing Minor Amendment Modification under authority duly vested in them by said County as such officers and for the uses and purposes expressed therein.

WITNESS my hand and official seal this 18th day of July, 2007.

My Commission expires:

Suzanne Mott
Notary Public, State of Florida at Large



Plantation Oaks of Ormond Beach, LLC

By: Parker Mynchenberg, P.E.
Managing Member

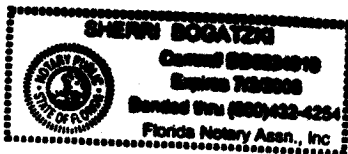
STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me, the undersigned authority, this day personally appeared Parker Mynchenberg, well known to me to be the Managing Member, and he/she/they acknowledge(s) executing the foregoing Minor Amendment Modification under authority duly vested in them by said County as such officers and for the uses and purposes expressed therein.

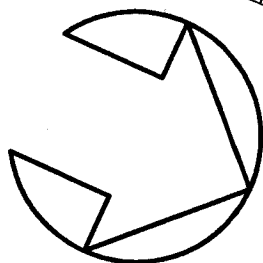
WITNESS my hand and official seal this 16th day of April, 2007.

My Commission expires:

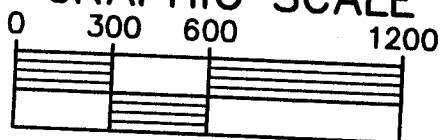
Sherri Bogatzki
Sherri Bogatzki
Notary Public, State of Florida at Large



Instrument# 2007-169508 # 3
Book: 6100
Page: 2018



GRAPHIC SCALE



SCALE: 1" = 600'

PLANTATION OAKS OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6881 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

REVISED 4-02-07

DRAWING TITLE

MASTER DEVELOPMENT PLAN

PAGE 1 OF 3

SHEET 9 OF 34

Packet Pg. 1142

PLANTATION OAKS OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS

1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 877-8881 FAX (386) 877-2114 E-MAIL: info@parkermynchenberg.com

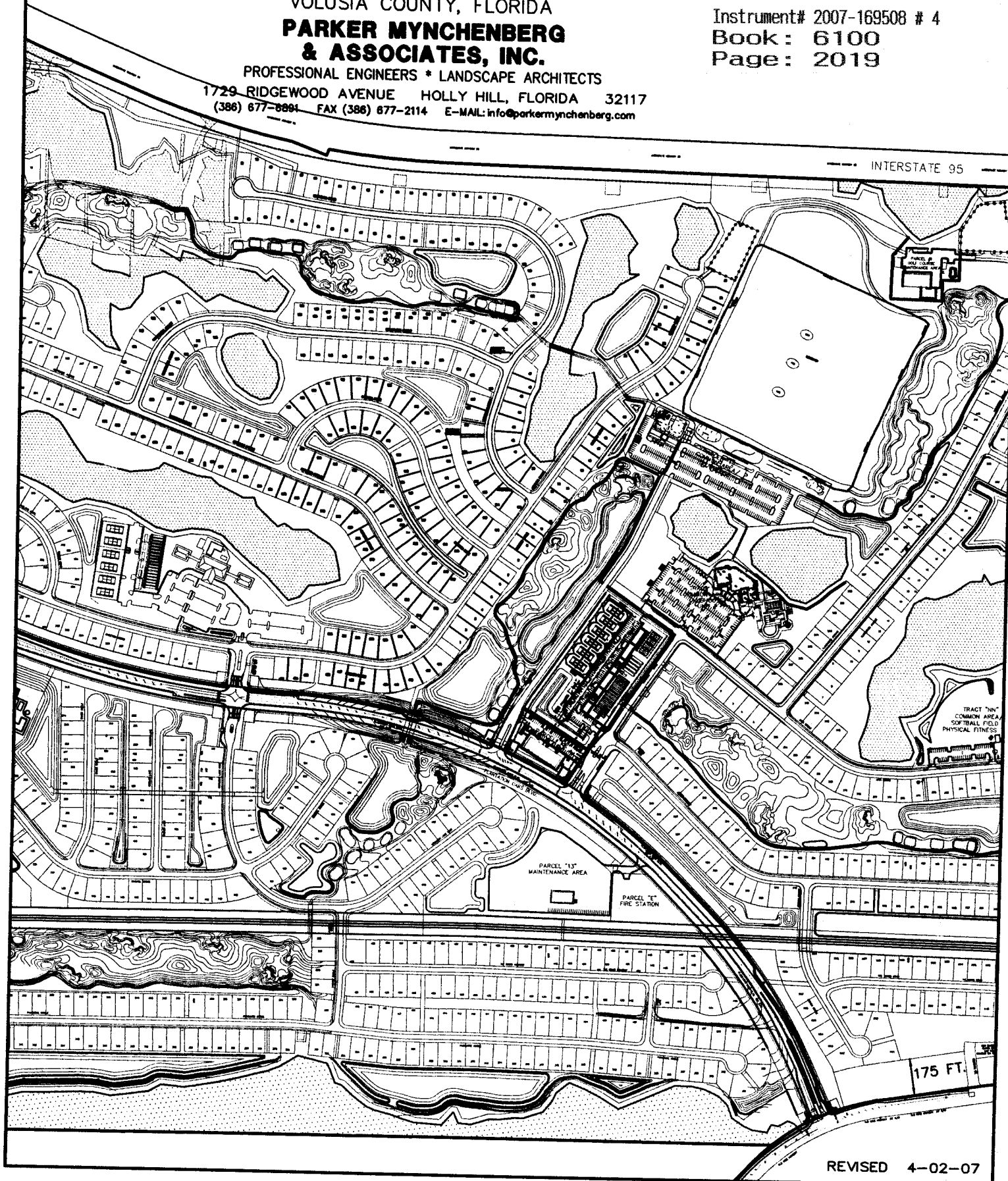
DRAWING TITLE
MASTER DEVELOPMENT PLAN

PAGE 2 OF 3

Instrument# 2007-169508 # 4

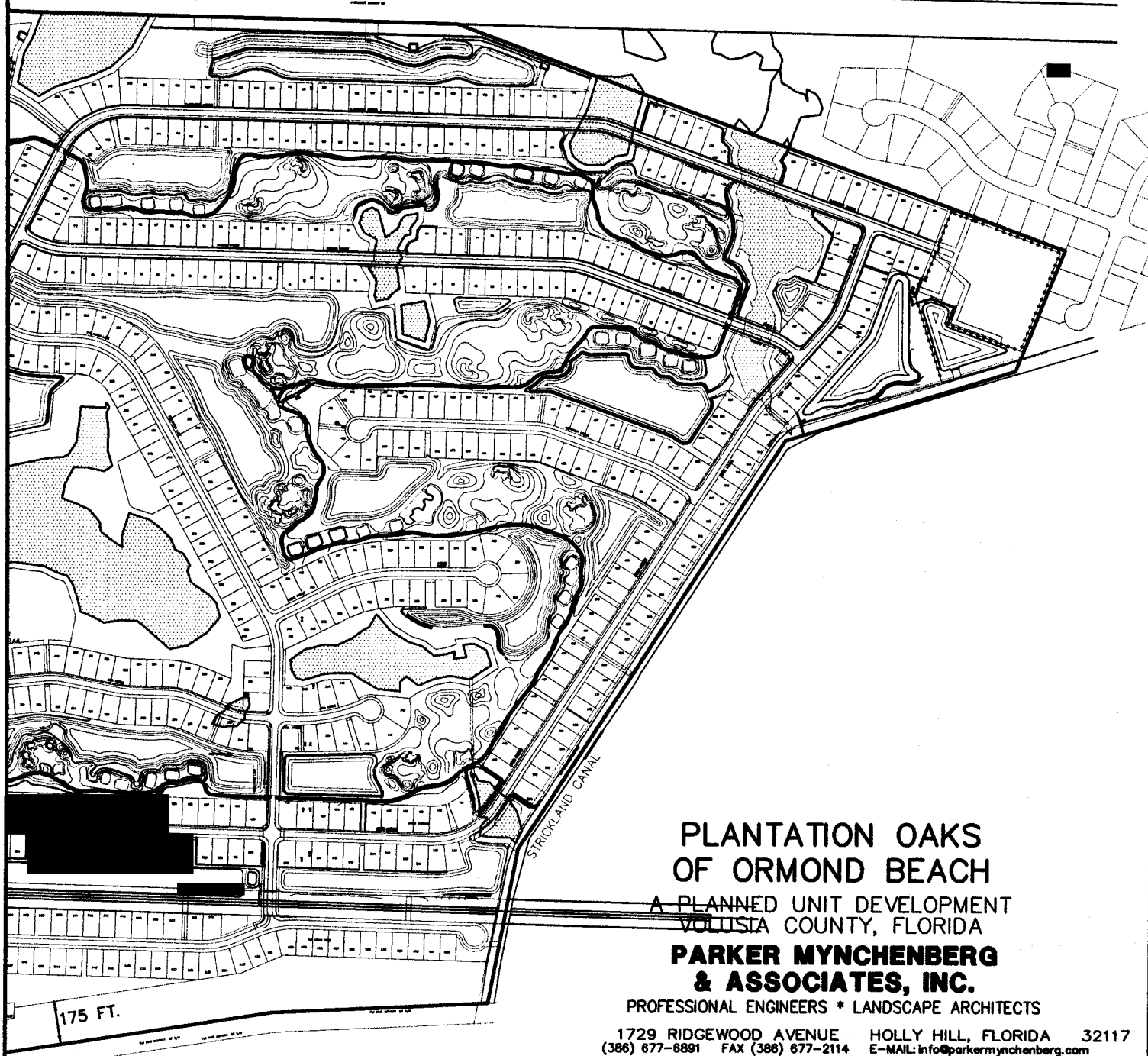
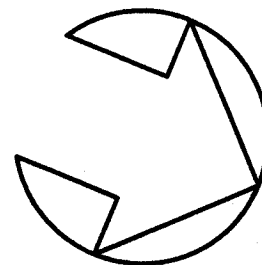
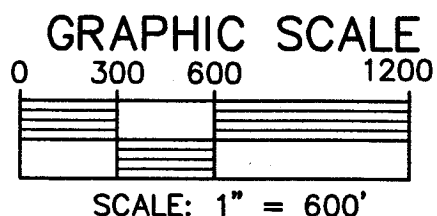
Book: 6100

Page: 2019



REVISED 4-02-07

Instrument# 2007-169508 # 5
Book: 6100
Page: 2020
Diane M. Matousek
Volusia County, Clerk of Court



**PLANTATION OAKS
OF ORMOND BEACH**

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS

1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

REVISED 4-02-07

PAGE 3 OF 3

DRAWING TITLE
MASTER DEVELOPMENT PLAN

August 12, 2008

**Volusia County
Staff (minor amendment)**

**Book 6268
Page 3768**

IN RE: APPLICATION OF PARKER MYNCHENBERG, MANAGING MEMBER
PLANTATION OAKS OF ORMOND BEACH, L.L.C.

MINOR AMENDMENT TO ORDER AND RESOLUTION NO. 2002-199
PLANTATION OAKS OF ORMOND BEACH RPUD

08/25/2008 10:43 AM
Instrument# 2008-8.B.f
Book: 6268
Page: 3768
Diane M. Matousek
Volusia County, Clerk of Court

Whereas, Section 813.06 of Volusia County Ordinance 80-8 provides for "Minor Amendments not altering the intent and purpose of an approved Planned Unit Development's (PUD) Overall Development Plan; and

Whereas, Parker Mynchenberg, Managing Member of Plantation Oaks of Ormond Beach, LLC, duly filed a request for a "Minor Amendment" to Order and Resolution No. 2002-199; and

Whereas, Page 7 of 36 4. (C) Phases of Development as referred to in the Development Agreement Book 4988, Pages 146, are revised as shown; and

Whereas, the Volusia County Director of Growth Management issued approval of such "Minor Amendment" by letter dated August 12, 2008, a copy of which is attached hereto and recorded herewith; the purpose of this Minor Amendment is to revise Page 7 of 36 4. (C) Phases of Development.

Now, therefore, Order and Resolution No. 2002-199 is hereby amended as follows:

To Revise Page 7 of 36 4. (C) (Recorded Page No. 146) PHASES OF DEVELOPMENT

PHASE	#UNITS	BEGIN CONSTRUCTION	COMPLETE CONSTRUCTION
1	669	2002 2006	2008 2012
2	414	2004 2009	2010 2014
3	494	2006 2015	2012 2016
TOTAL	1577		

Said action has caused the preceding to be recorded in the Public Records of Volusia County, Florida.

Done and Ordered by the Zoning Enforcement Official for Volusia County, Florida, this 18TH day of August 2008.

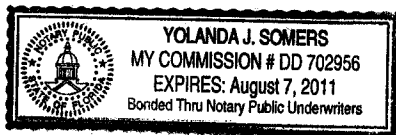
Volusia County Growth Management
By: Mary Robinson
Mary Robinson, Director

STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me, the undersigned authority, this day personally appeared Mary Robinson, well known to me to be the Zoning Enforcement Official, and he/she/they acknowledge(s) executing the foregoing Minor Amendment Modification under authority duly vested in them by said County as such officers and for the uses and purposes expressed therein.

WITNESS my hand and official seal this 18TH day of August, 2008.

My Commission expires:



Yolanda J. Somers
Notary Public, State of Florida at Large

Plantation Oaks of Ormond Beach, LLC
By: Parker Mynchenberg, P.E., Managing Member

STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me, the undersigned authority, this day personally appeared Parker Mynchenberg, well known to me to be the Managing Member, and he/she/they acknowledge(s) executing the foregoing Minor Amendment Modification under authority duly vested in them by said County as such officers and for the uses and purposes expressed therein.

WITNESS my hand and official seal this 20th day of August, 2008

My Commission expires:



Sherri Bogatzki
Sherri Bogatzki, Notary Public, State of Florida at Large

September 23, 2009

Volusia County
Staff (minor amendment)

Book 6407
Pages 456-477

IN RE: APPLICATION OF PARKER MYNCHENBERG, MANAGING MEMBER
PLANTATION OAKS OF ORMOND BEACH, L.L.C.

MINOR AMENDMENT TO ORDER AND RESOLUTION NO. 2002-199
PLANTATION OAKS OF ORMOND BEACH RPUD

10/15/2009 11:07 AM
Instrument# 2009-192506 # 1
Book: 6407
Page: 456

Whereas, Section 813.06 of Volusia County Ordinance 80-8 provides for "Minor Amendments not altering the intent and purpose of an approved Planned Unit Development's (PUD) Overall Development Plan; and

Whereas, Parker Mynchenberg, Managing Member of Plantation Oaks of Ormond Beach, LLC, duly filed a request for a "Minor Amendment" to Order and Resolution No. 2002-199; and

Whereas, Exhibit B, Preliminary Plan, Sheets 3-5 of 34, and 9-23 of 34, referred to in the Development Agreement Book 4988, Pages 179 through 181, and 185-198 are revised as shown; and

Whereas, the Applicant would like to provide a regional wastewater treatment plant site to Volusia County at the NW corner of the PUD; and

Whereas, the Volusia County Director of Growth and Resource Management Department issued approval of such "Minor Amendment" by letter dated Sept. 23, 2009, a copy of which is attached hereto and recorded herewith; the purpose of this Minor Amendment is to revise Exhibit B, Preliminary Plan.

Now, therefore, Order and Resolution No. 2002-199 is hereby amended as follows:

Exhibit B, Preliminary Plan, Sheets 3-5 of 34 and 9-23 of 34 is revised per attached revised Exhibit "B", dated 5-01-09 to locate a regional wastewater treatment facility on the NW corner of the PUD and relocate twelve (12) single family lots from Unit 1A to Unit 2.

Said action has caused the preceding to be recorded in the Public Records of Volusia County, Florida.

Done and Ordered by the Director of Growth and Resource Management Department for Volusia County, Florida, this 7TH day of October 2009.

Volusia County Growth and Resource Management

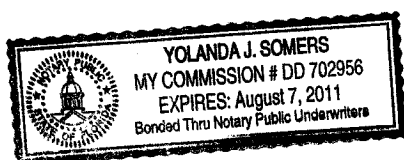
By: [Signature]
Gregory Stubbs, AICP
Director of Growth and Resource Management

STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me, the undersigned authority, this day personally appeared Gregory Stubbs, AICP, well known to me to be the Director of Growth and Resource Management Department, and he/she/they acknowledge(s) executing the foregoing Minor Amendment Modification under authority duly vested in them by said County as such officers and for the uses and purposes expressed therein.

WITNESS my hand and official seal this 7TH day of October, 2009.

My Commission expires:



[Signature]
Notary Public, State of Florida at Large

Plantation Oaks of Ormond Beach, LLC

By: [Signature]
Parker Mynchenberg, Managing Member

STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me, the undersigned authority, this day personally appeared Parker Mynchenberg, well known to me to be the Managing Member of Plantation Oaks of Ormond Beach, LLC, and he/she/they acknowledge(s) executing the foregoing Minor Amendment Modification under authority duly vested in them by said County as such officers and for the uses and purposes expressed therein.

WITNESS my hand and official seal this 28TH day of May, 2009

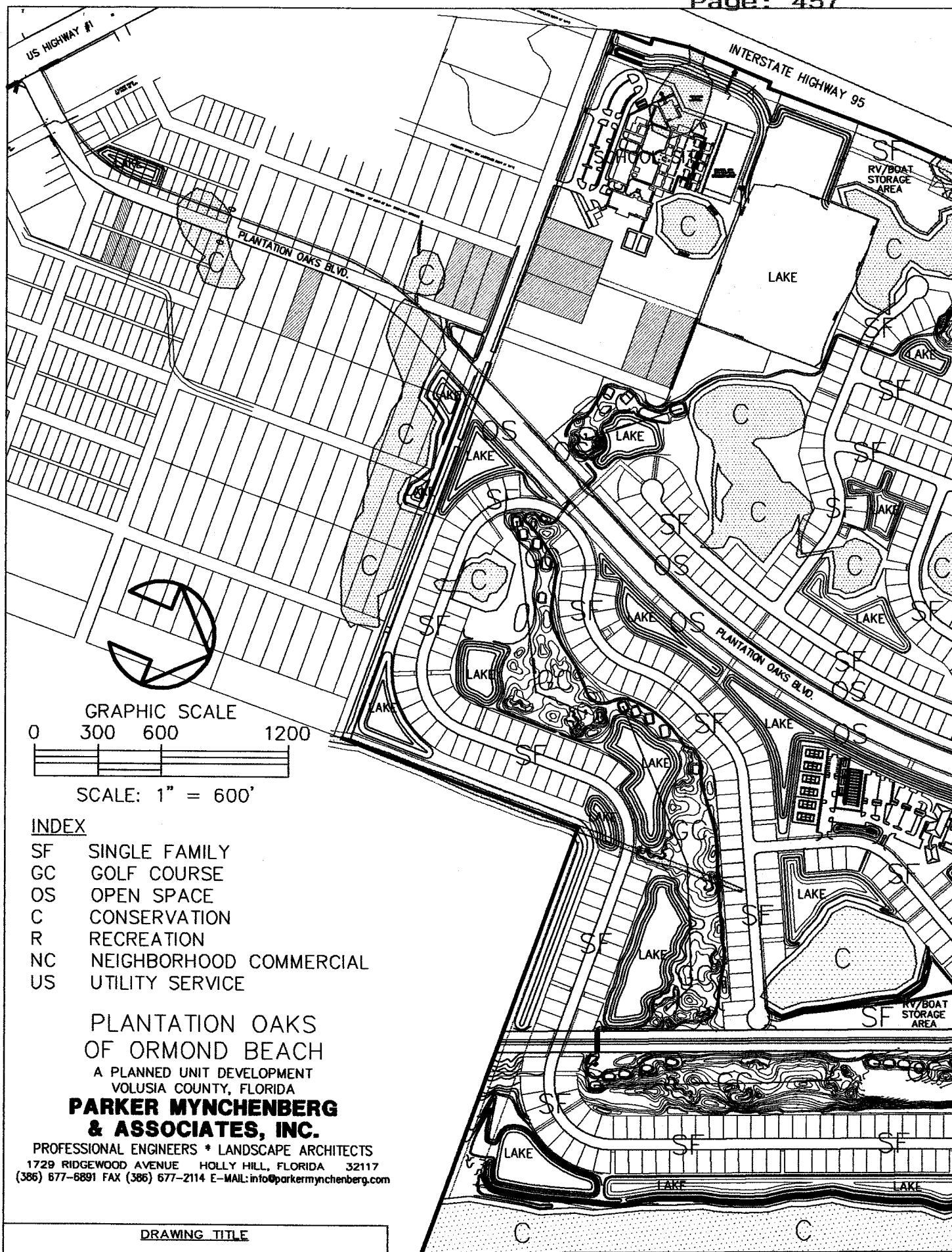


[Signature]
Sherri Bogatzki, Notary Public, State of Florida at Large

Instrument# 2009-192506 # 2

Book: 6407

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SF SINGLE FAMILY
GC GOLF COURSE
OS OPEN SPACE
C CONSERVATION
R RECREATION
NC NEIGHBORHOOD COMMERCIAL
US UTILITY SERVICE

PLANTATION OAKS OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

PARKER MYNCHENBERG & ASSOCIATES, INC.

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

DRAWING TITLE

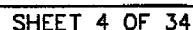
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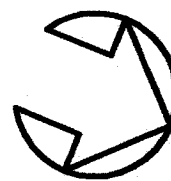
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Packet Pg. 1149

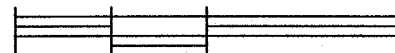
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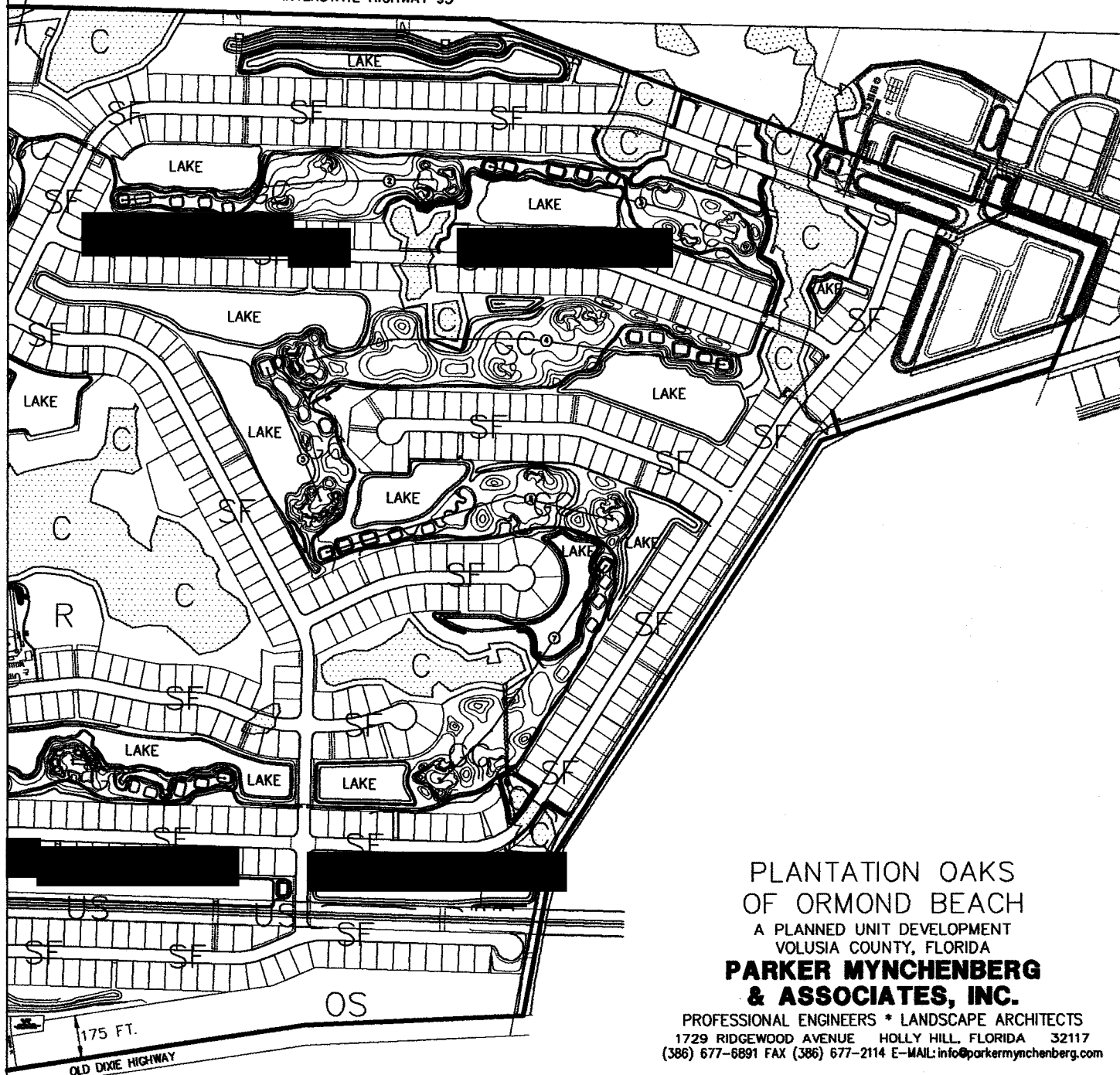
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-SF
RV/BOAT
STORAGE
AREA

INTERSTATE HIGHWAY 95



PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
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REVISED 5-01-09
REVISED 4-02-07

DRAWING TITLE

PAGE 3 OF 3

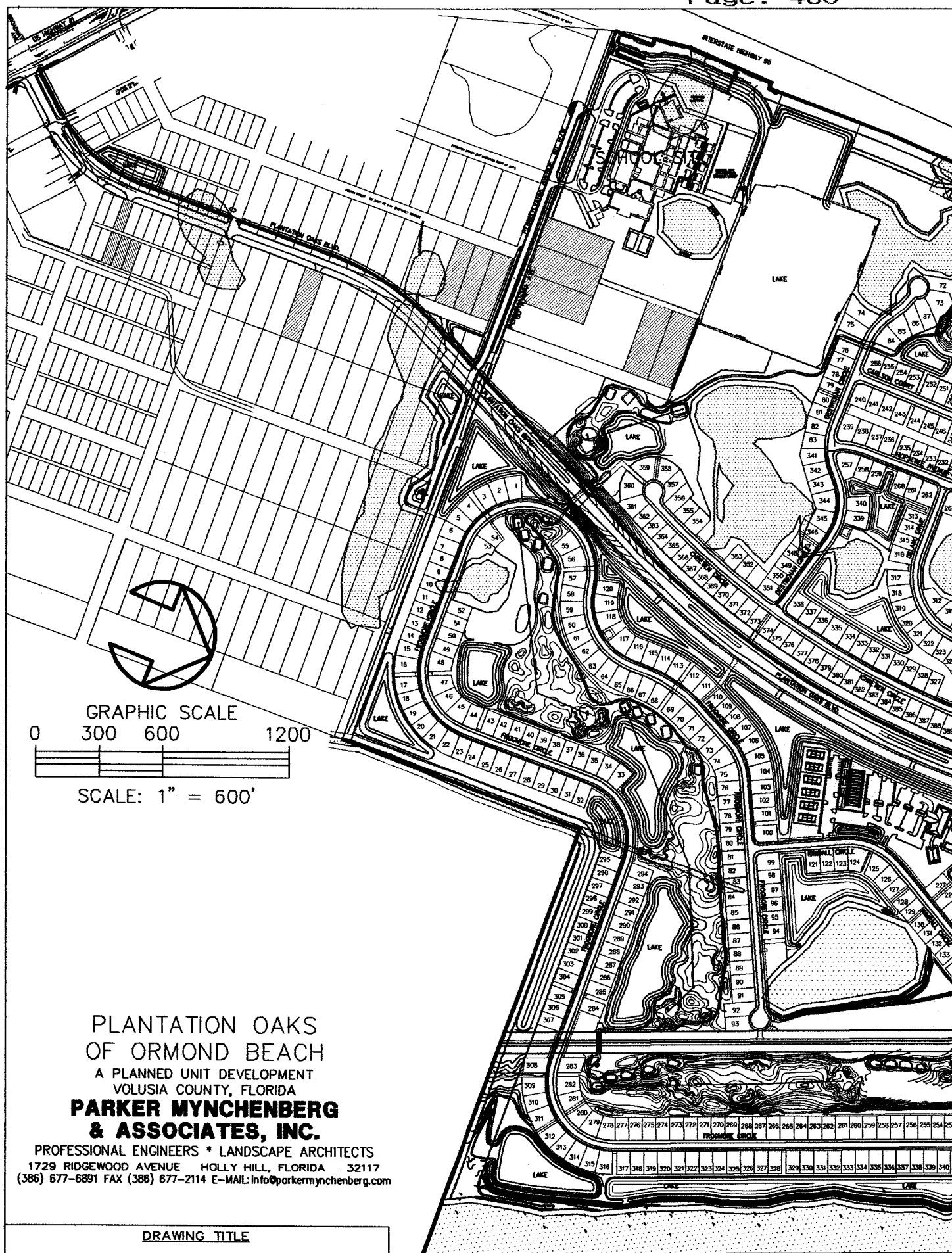
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Book : 6407

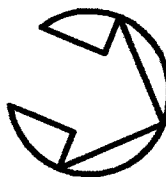
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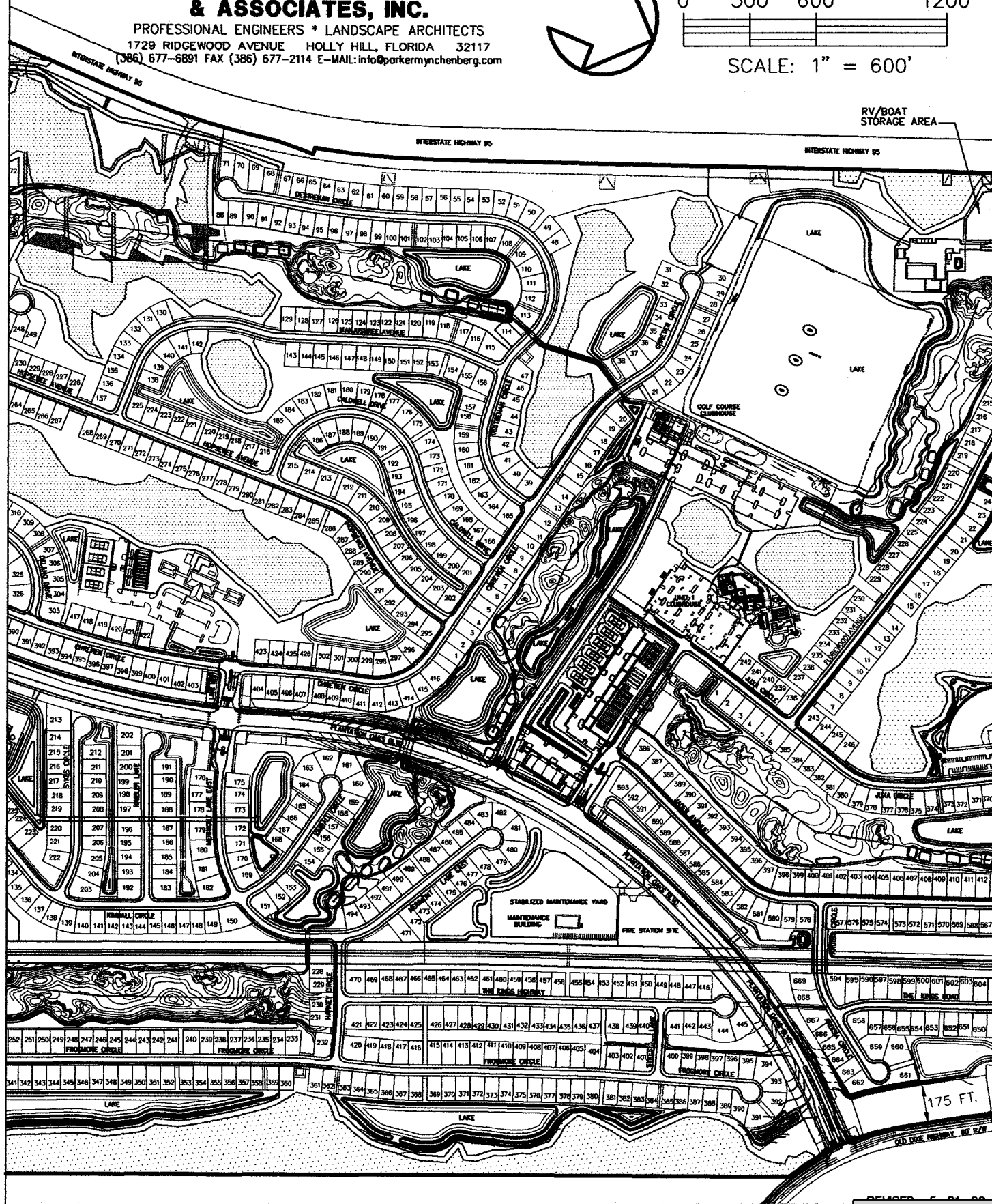
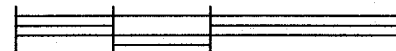
DRAWING TITLE

(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@porkermynchenberg.com



0 300 600 1200

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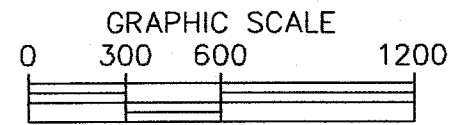
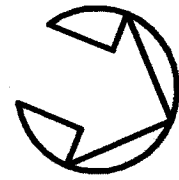


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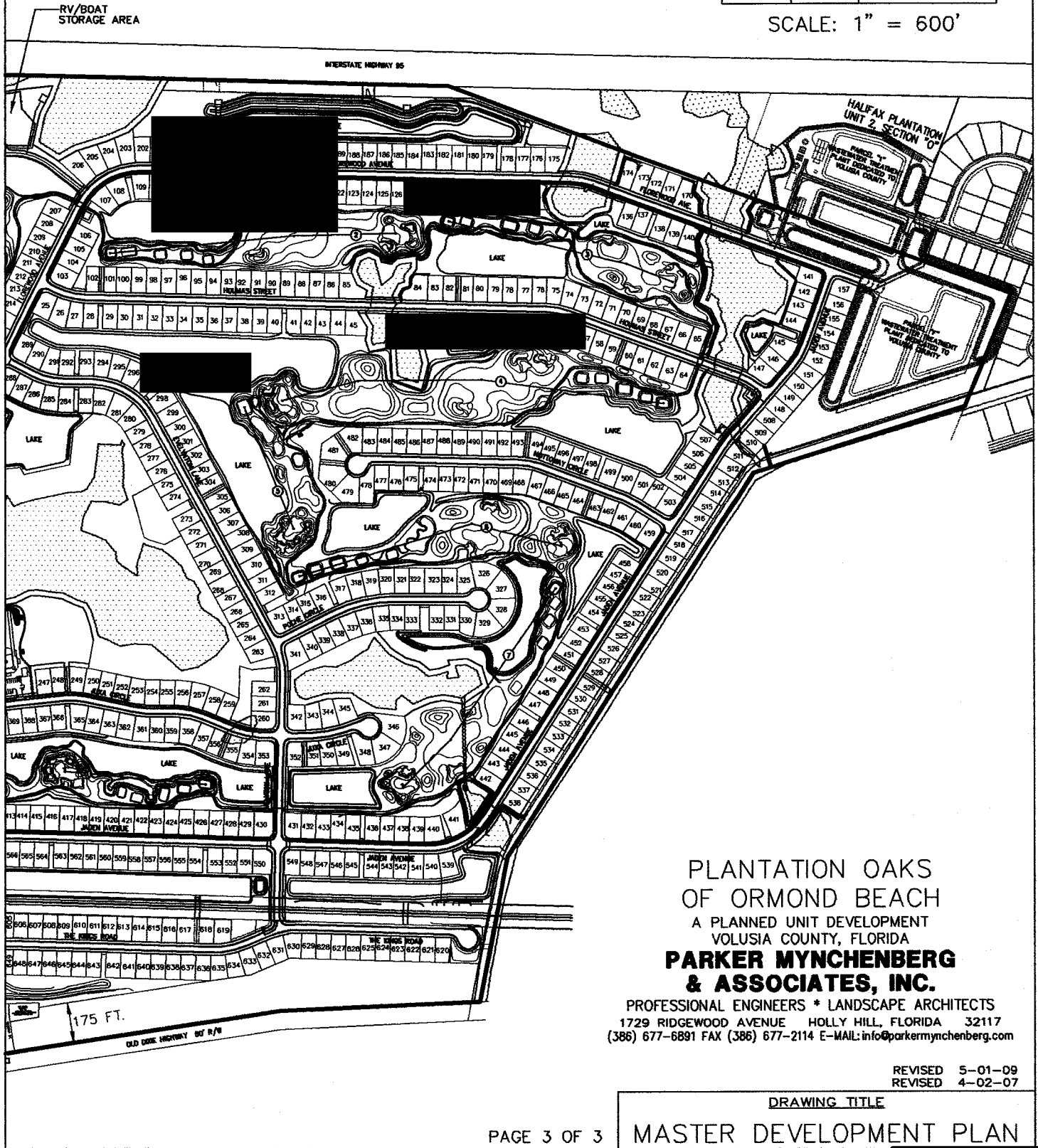
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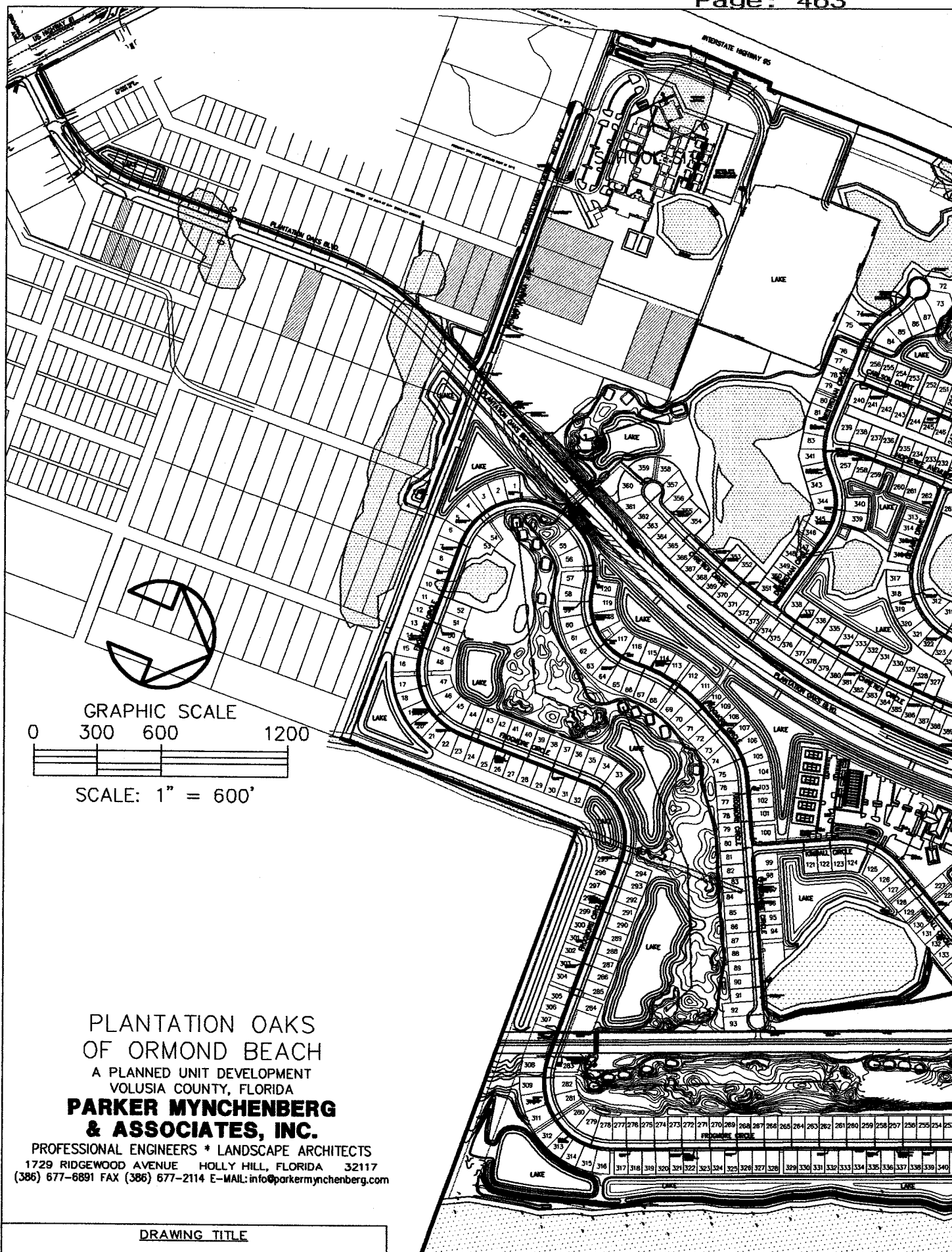
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MASTER WATER PLAN

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PLANTATION OAKS
OF ORMOND BEACH

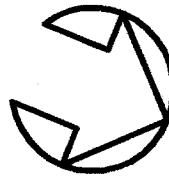
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VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

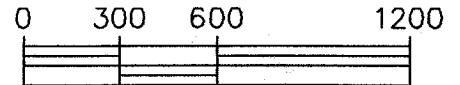
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1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117

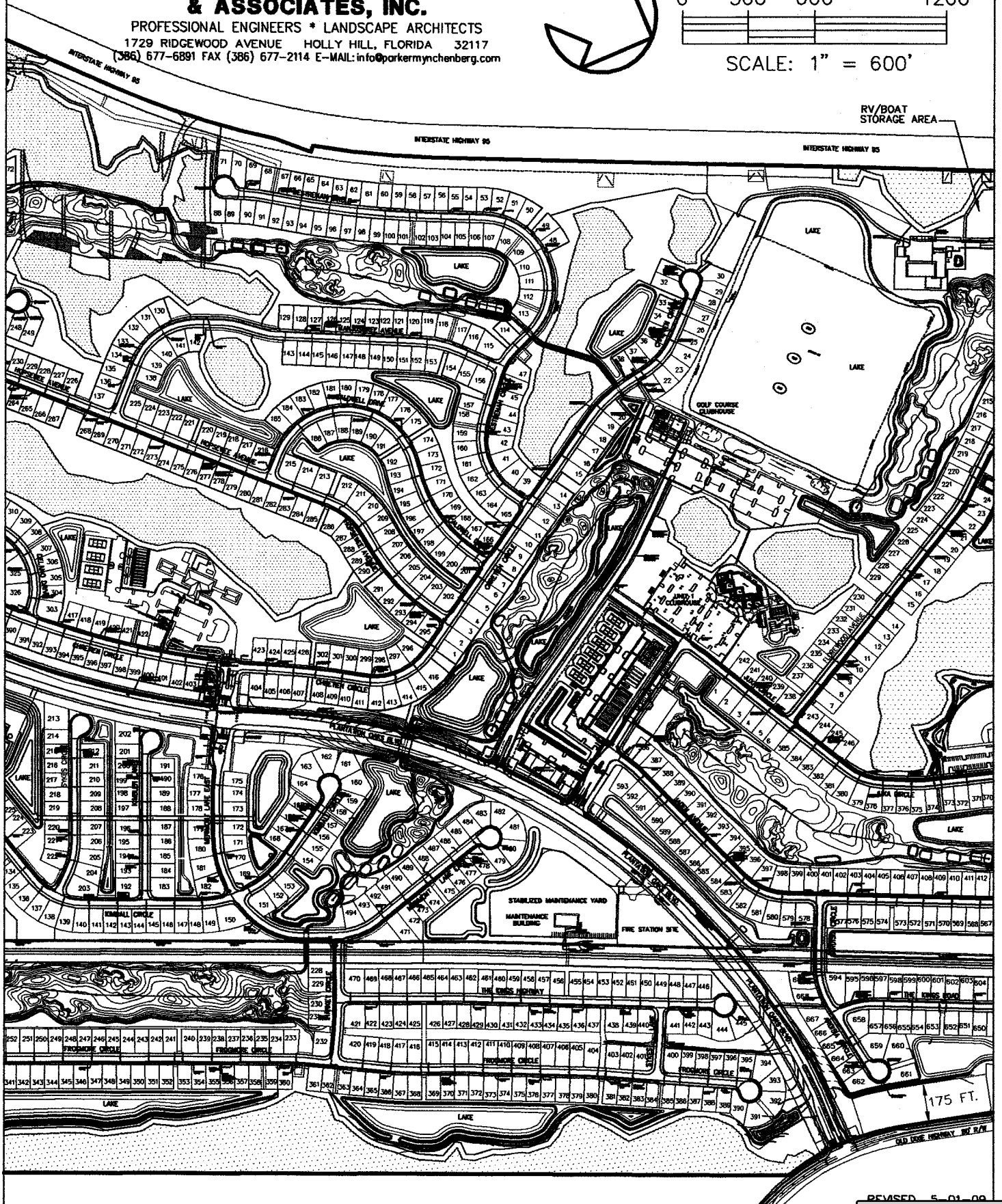
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com



GRAPHIC SCALE



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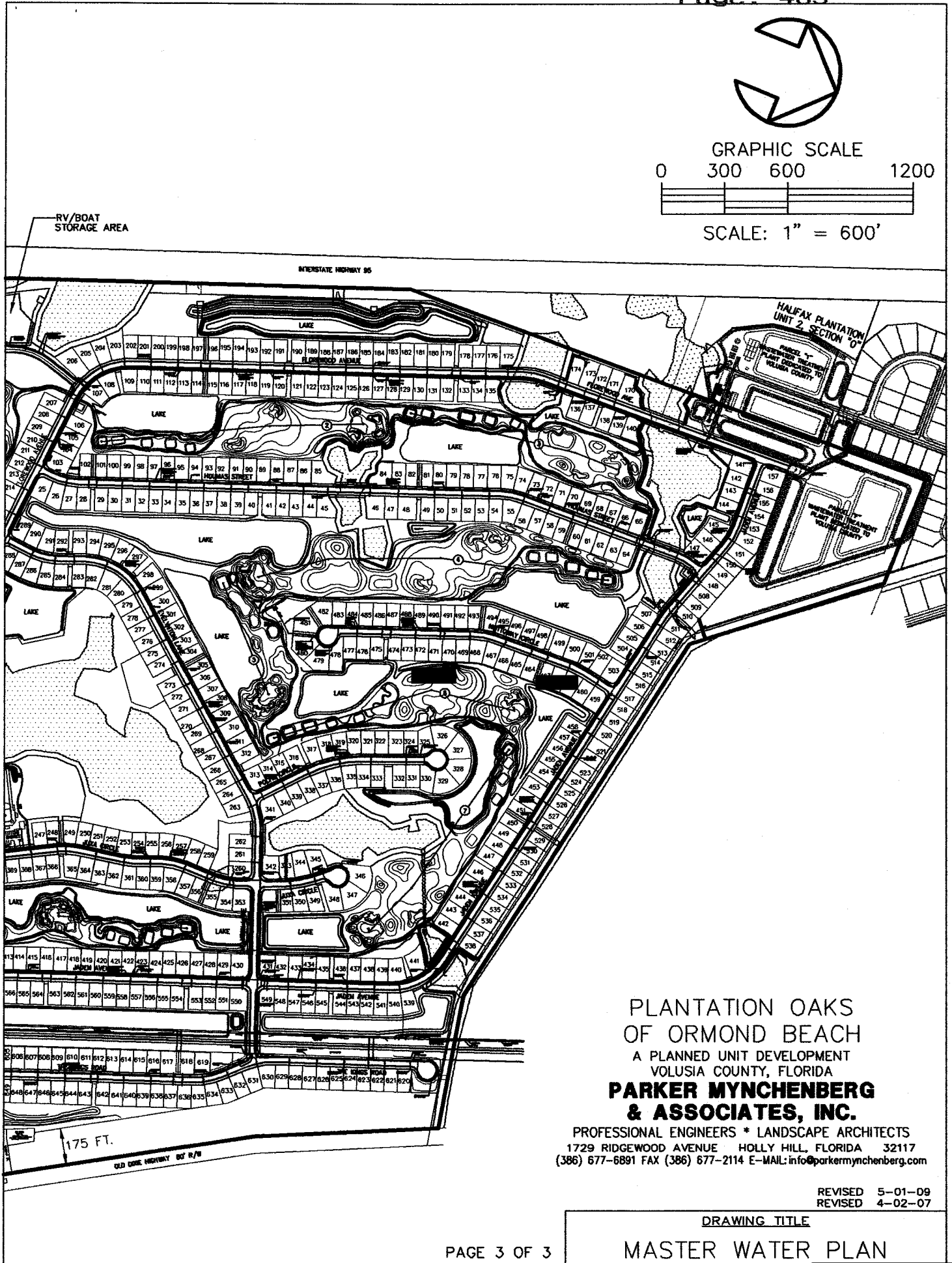
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PLANTATION OAKS
OF ORMOND BEACH
A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA
**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
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(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

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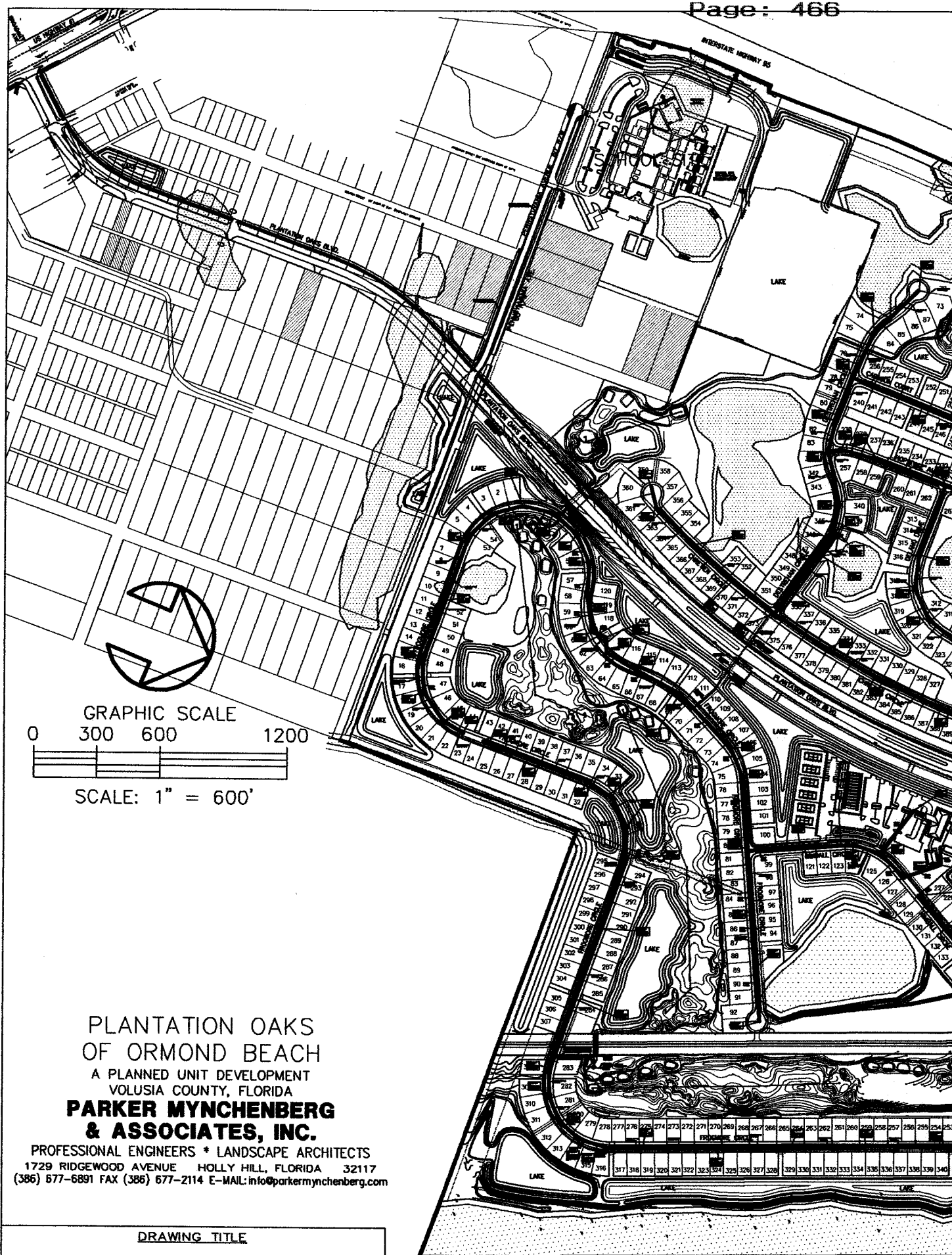
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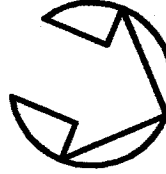
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A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

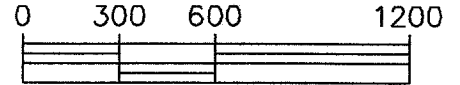
**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

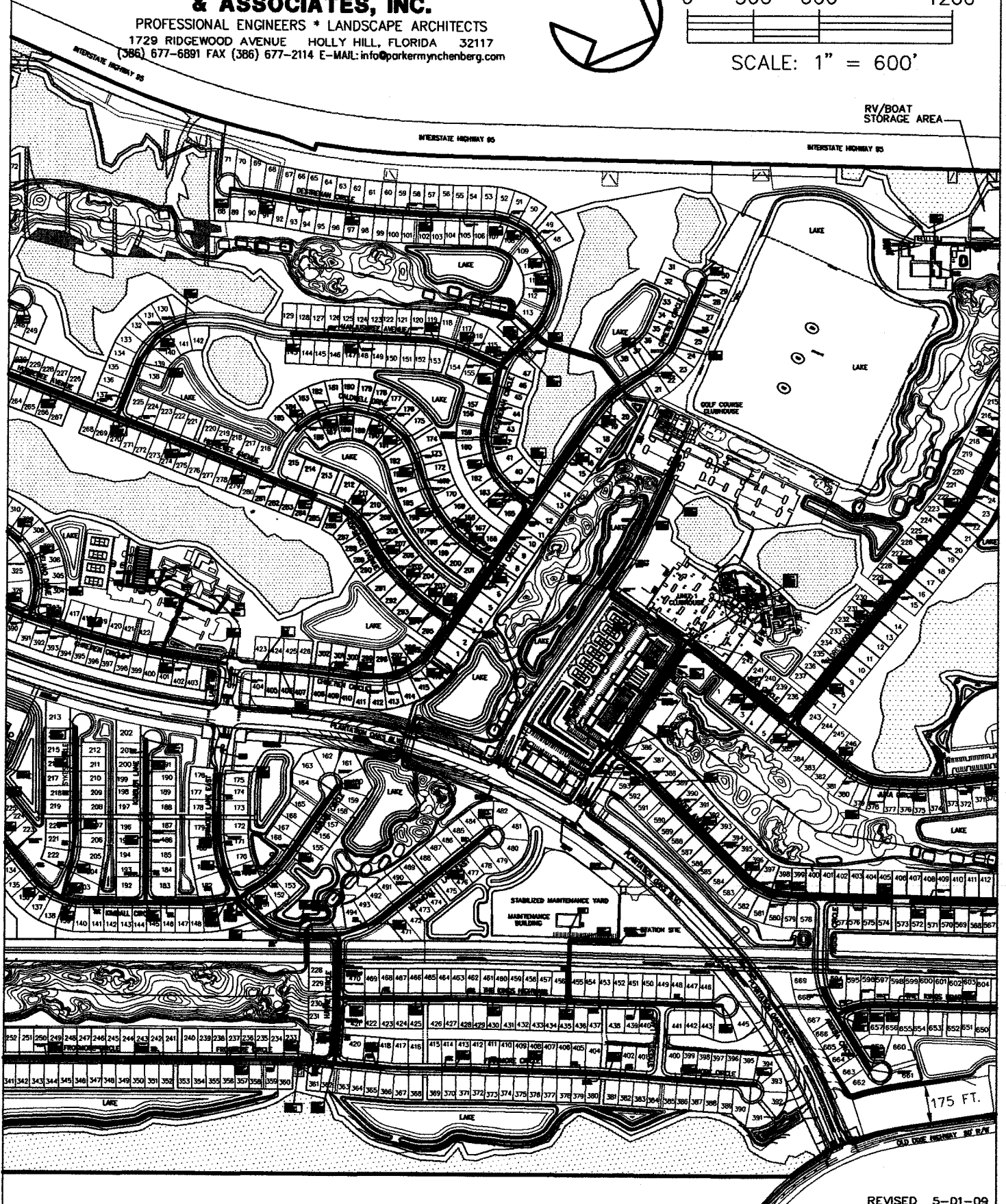
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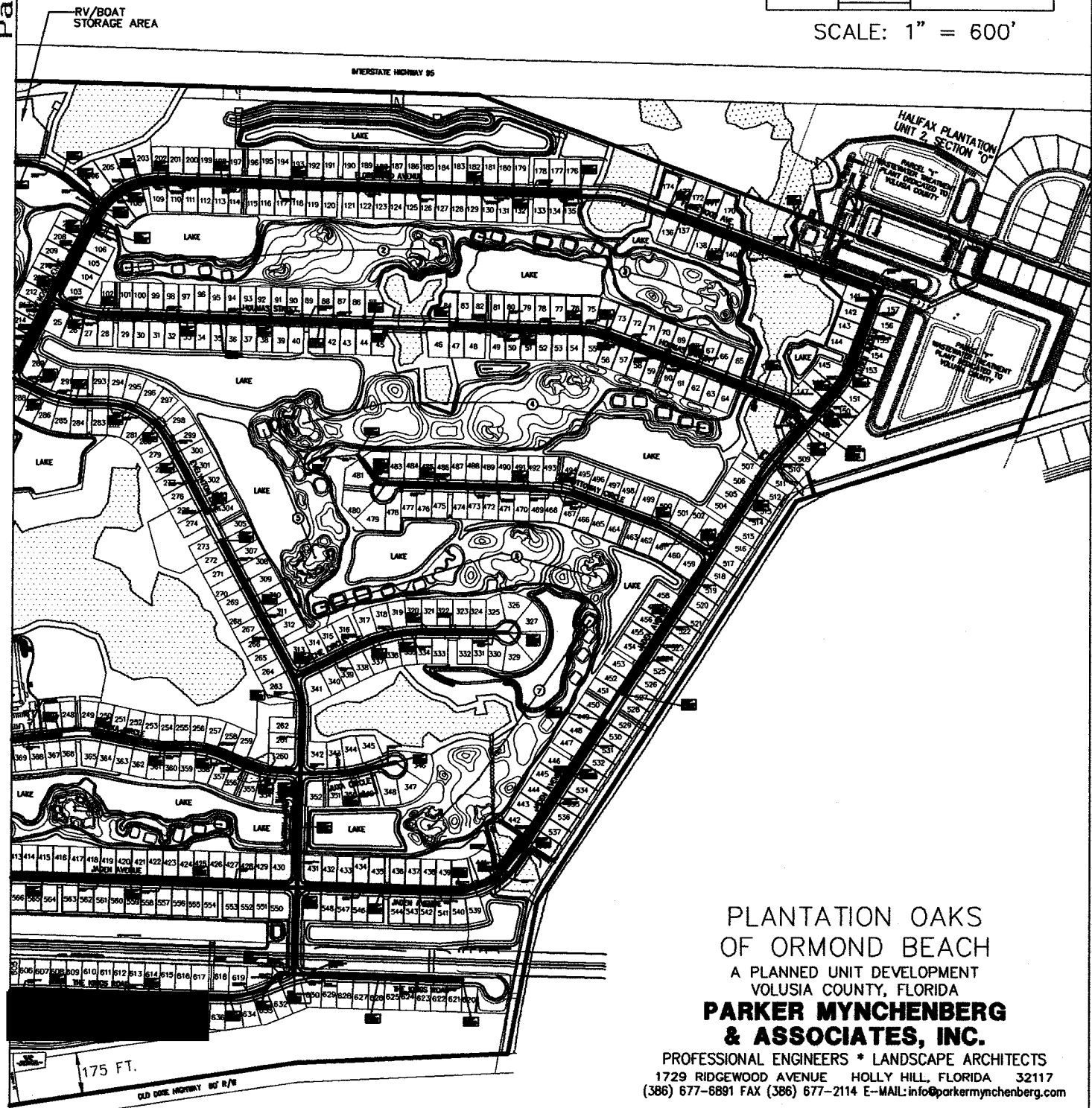
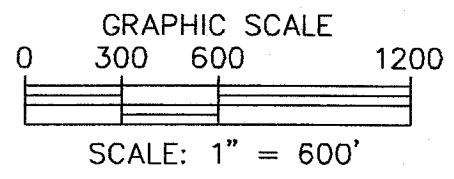
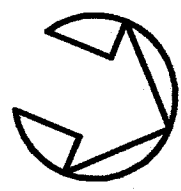
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PLANTATION OAKS
OF ORMOND BEACH
A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA
**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

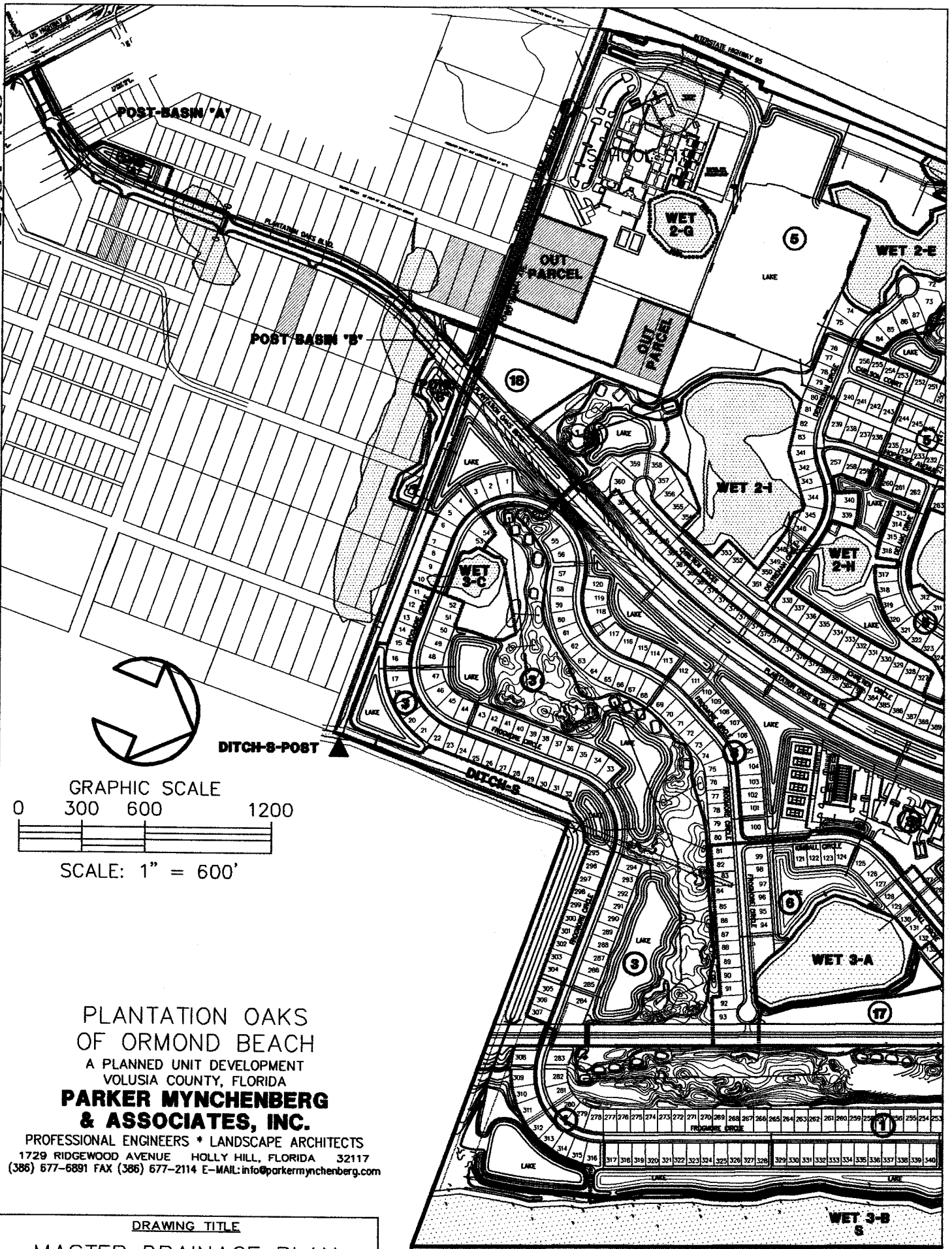
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MASTER SEWER PLAN

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PLANTATION OAKS
OF ORMOND BEACH
A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA
**PARKER MYNCHENBERG
& ASSOCIATES, INC.**
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

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PLANTATION OAKS
OF ORMOND BEACH

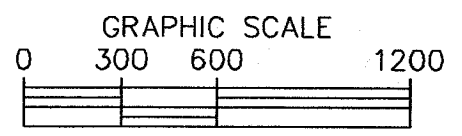
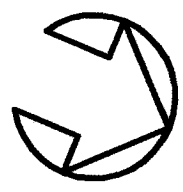
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VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
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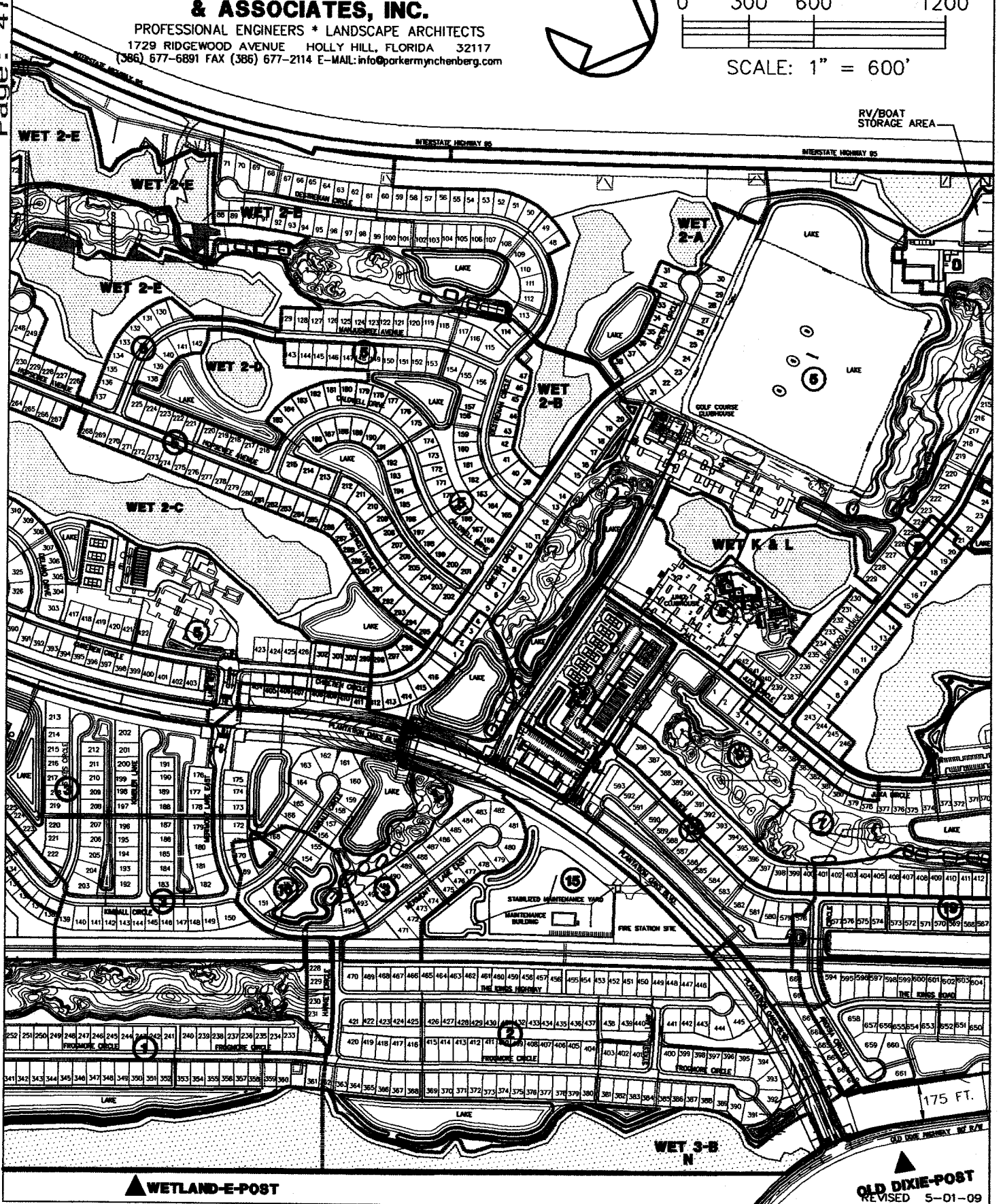
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(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

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MASTER DRAINAGE PLAN



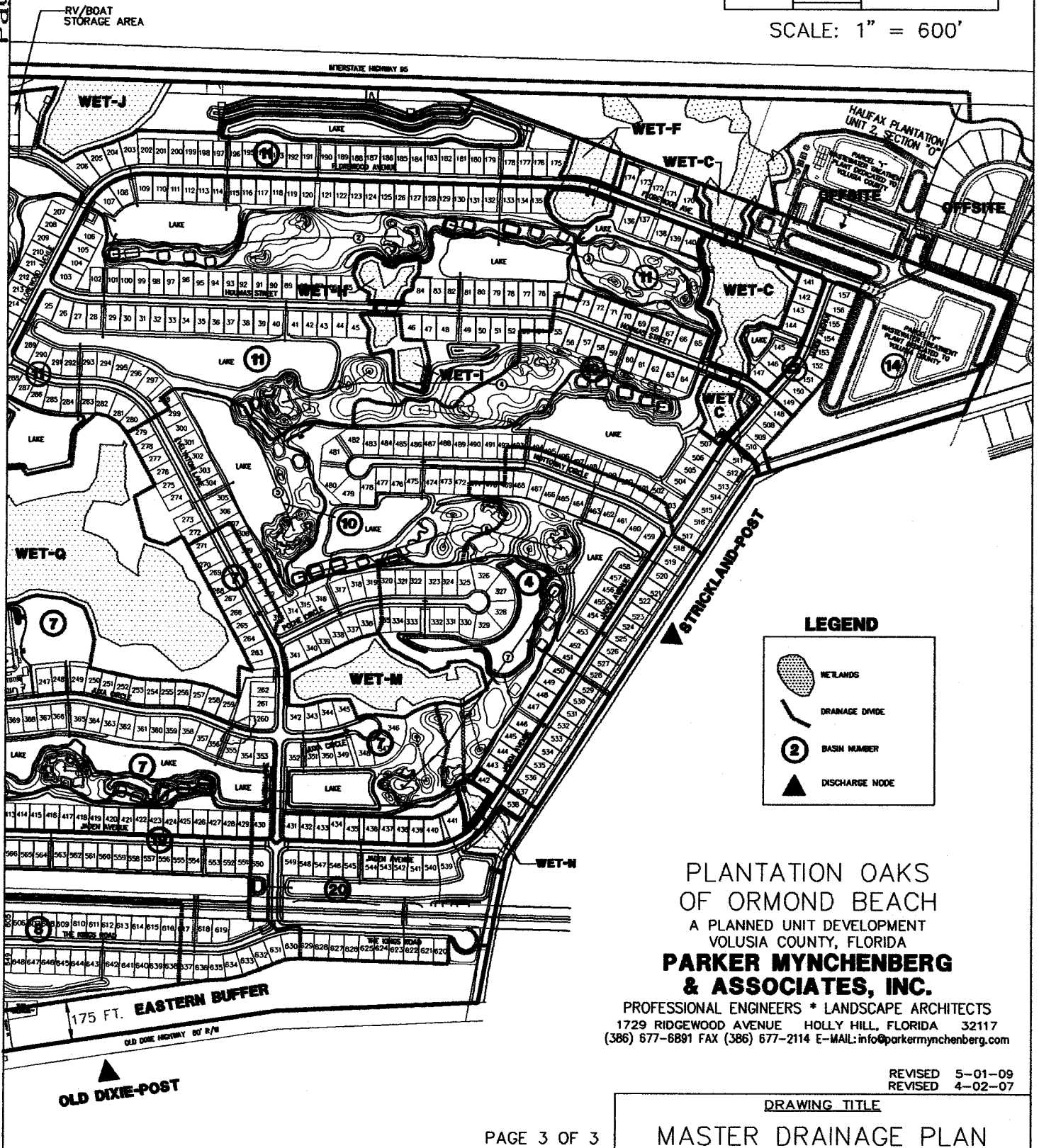
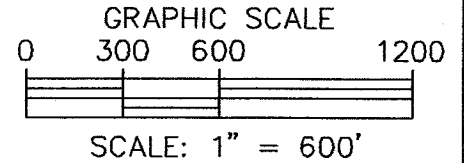
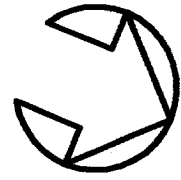
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WETLAND-E-POST

OLD DIXIE-POST
REVISED 5-01-09

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PLANTATION OAKS
OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

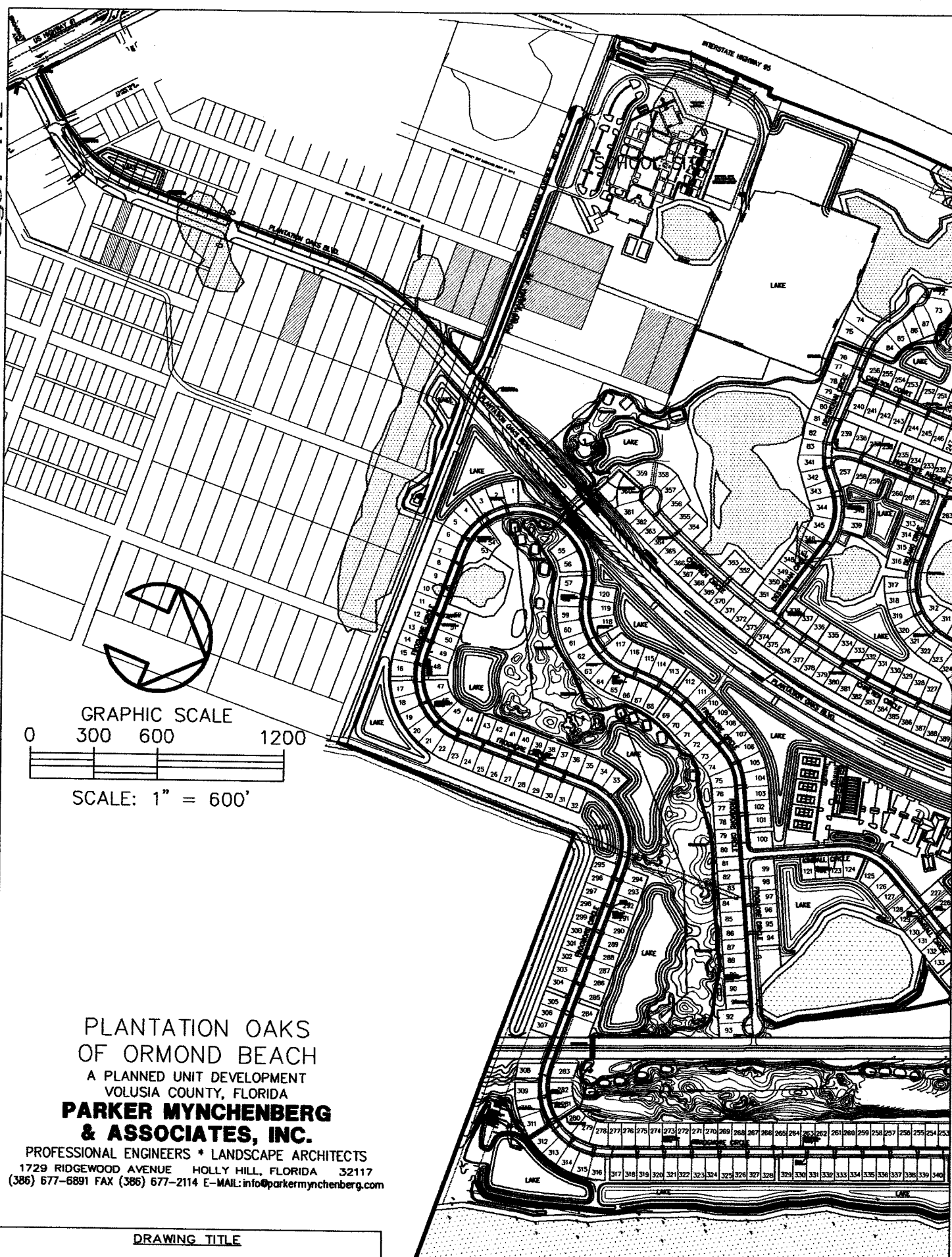
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
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(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

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MASTER DRAINAGE PLAN

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MASTER IRRIGATION PLAN

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PLANTATION OAKS OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

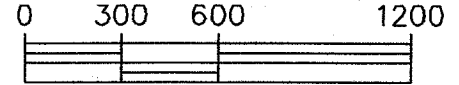
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1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

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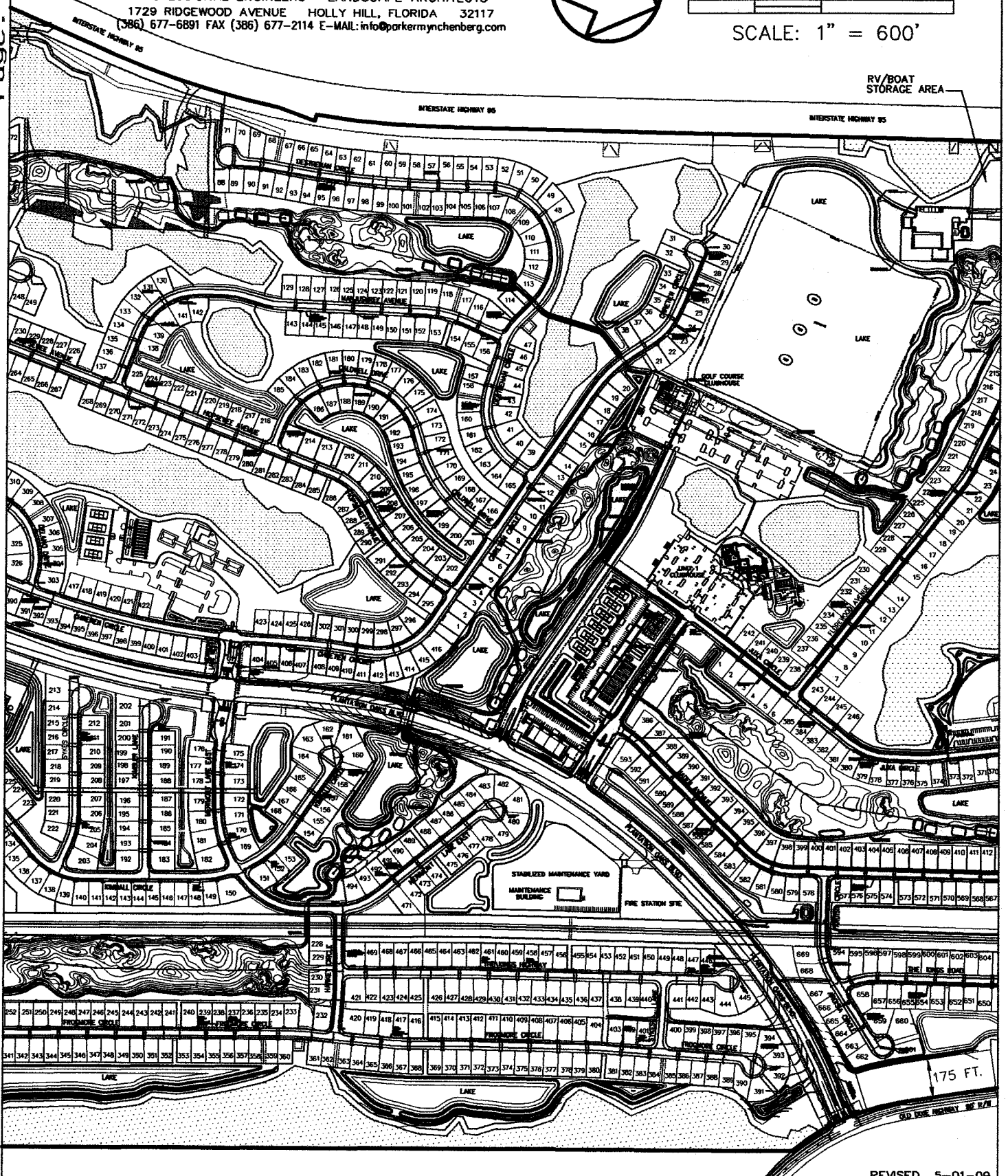
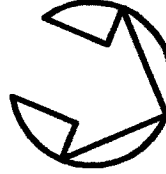
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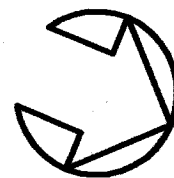
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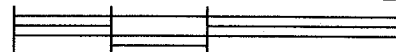
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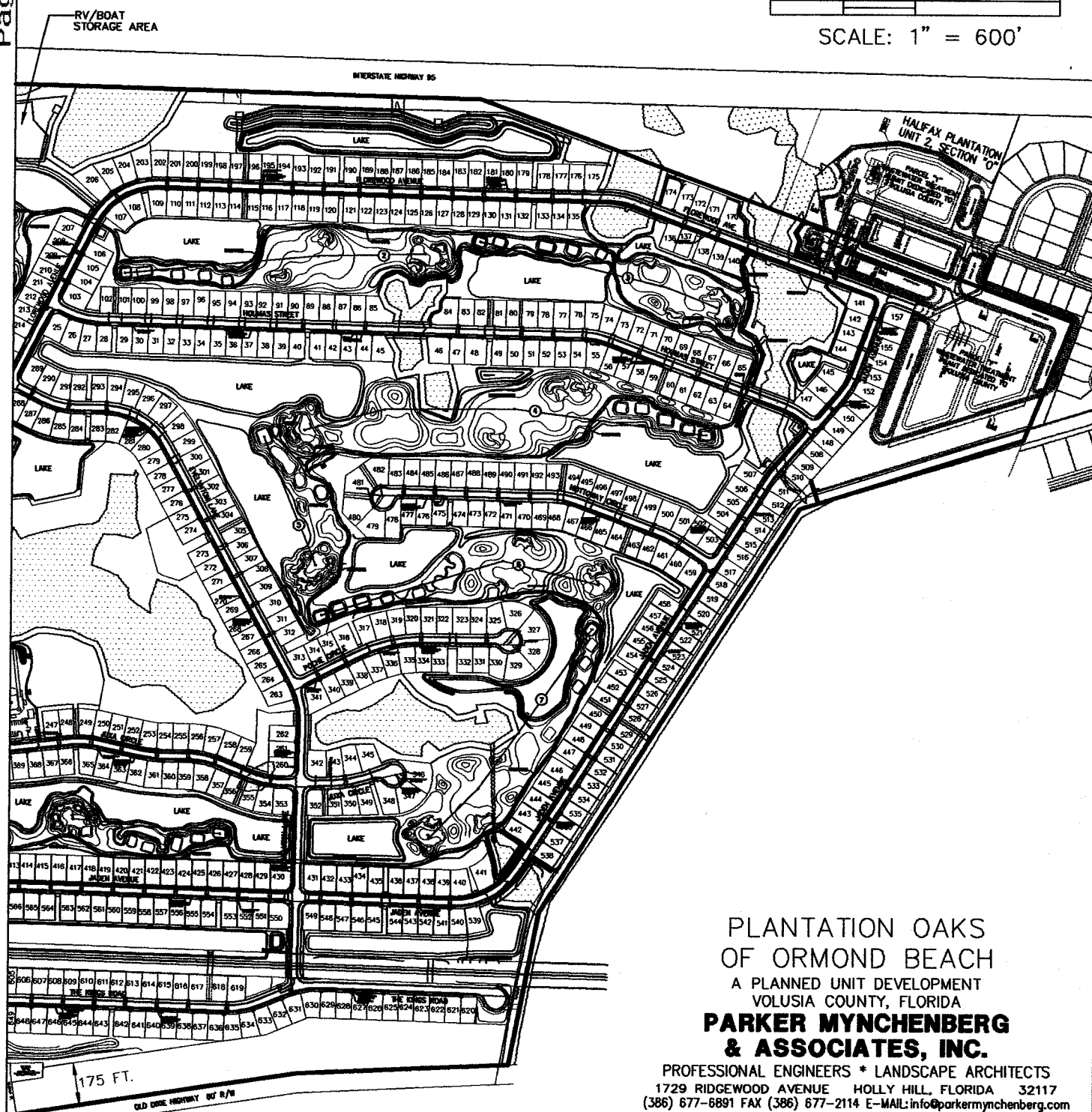


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**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
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REVISÉ 5-01-09
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MASTER IRRIGATION PLAN

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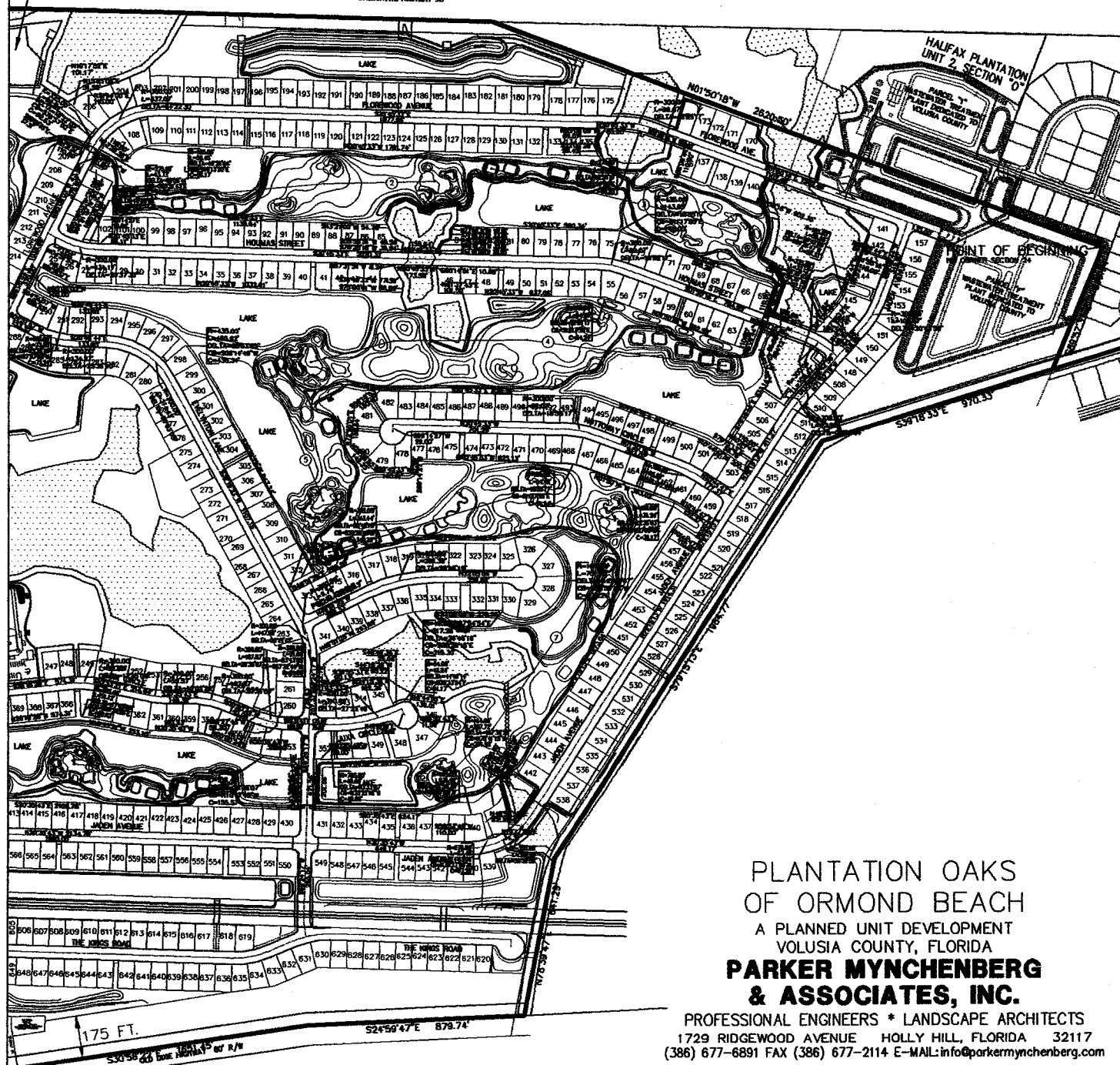
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Packet Pg. 1167

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SCALE: 1" = 600'

RV/BOAT
STORAGE AREA

INTERSTATE HIGHWAY 95

PLANTATION OAKS OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@porkermynchenberg.com

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HORIZONTAL CONTROL PLAN

SHEET 34 OF 34

Packet Pg. 1169

January 19, 2012

**Volusia County
County Council**

Resolution 2012-24

**Book 6674
Pages 2025-2069**

PUD DEVELOPMENT AGREEMENT
IN THE COUNTY COUNCIL OF THE
COUNTY OF VOLUSIA FLORIDA

IN RE: Application #PUD-11-068 for

PLANTATION OAKS OF ORMOND BEACH L.L.C.

RESOLUTION # 2012-24

ORDER AND RESOLUTION
GRANTING RESTATEMENT AND AMENDMENT OF THE
PLANTATION OAKS OF ORMOND BEACH
PLANNED UNIT DEVELOPMENT
(RPUD)

The original application of Plantation Oaks of Ormond Beach, L.L.C., hereinafter, Applicant for rezoning was heard by and before the Volusia County Council, Volusia County, Florida, on November 21, 2002. The original document was executed December 12, 2002, and recorded at Book 4988, Page 140, et seq., in the Public Records of Volusia County, Florida. Subsequent to execution of the original RPUD Agreement, a minor amendment allowing modification of the phasing schedule was approved by the staff on August 18, 2008, and recorded at Book 6268, Page 3768, et. Seg., in the Public Records of Volusia County , Florida. The Owner of the property, which is subject to the original RPUD Agreement and Minor Amendments thereto on October 4, 2011, filed an application to amend the terms of agreement for the Plantation Oaks of Ormond Beach Planned Unit

Development (RPUD). Based upon the verified Application and other supporting documents, maps, charts, overlays, other evidence and instruments; the advice, report, and recommendations of the Growth and Resource Management Department, Legal, and other Departments and agencies of Volusia County; and the testimony adduced and evidence received at the Public Hearing on this Application by the Planning and Land Development Regulation Commission on December 13, 2011, and otherwise being fully advised, the Volusia County Council does hereby find and determine as follows:

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GENERAL FINDINGS

A. That the application of Plantation Oaks of Ormond Beach L.L.C. was duly and properly filed herein on October 4, 2011, as required by law.

B. That all fees and costs, which are by, law, regulation or Ordinance required to be borne and paid by the Applicant have been paid.

C. That the Applicant is the Owner of a 1,033.75-acre parcel of land which is situated in Volusia County, as previously described in Exhibit "A" to Order and Resolution No. 2002-199, and remains in full force and effect.

D. That the Applicant has held a pre-application meeting as required by Chapter 72, County Code of Ordinances, as amended.

E. That the Applicant has complied with the Due Public Notice requirements of the Chapter 72, County Code of Ordinances, as amended.

F. That the owner of the property agrees with the provisions of the Development Agreement.

FINDINGS REGARDING REZONING

A. That the Applicant has applied for an amendment of Resolution No. 2002-199 Plantation Oaks Planned Unit Development (RPUD) recorded at Book 4988, Page 140, at Book 6100, Page 2016, Book 6268, Page 3768, and at Book 6407, Page 456, in the Public Records of Volusia County, Florida.

B. That the said amendment to the RPUD is consistent with the National Gardens Trust Development of Regional Impact Development Order, the Volusia County Comprehensive Plan ("comprehensive plan"), and the intent and purpose of the Zoning Ordinance of Volusia County, Florida ("zoning code"), as codified in article II of chapter 72, Code of Ordinances, County of Volusia, and does promote the public health, safety, morals, general welfare and orderly growth of the area affected by the rezoning request.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE COUNTY ADMINISTRATION CENTER, COUNTY COUNCIL MEETING ROOM, DELAND, FLORIDA, THIS 19TH DAY OF JANUARY, A.D. 2012, AS FOLLOWS:

C. That the Application of Plantation Oaks of Ormond Beach L.L.C. for the amendment of the Plantation Oaks RPUD Resolution No. 2002-199, is hereby granted.

D. That the zoning classification of the subject parcel will remain RPUD as described in zoning code, as amended.

E. With respect to any conflict between the zoning code and this Order and Resolution, the provisions of this Order and Resolution shall govern. The zoning code shall govern with respect to any matter not covered by this Order and Resolution. The Volusia County zoning enforcement official will ensure compliance with this Order and Resolution.

F. Unless otherwise provided for herein, Division 7 Classifications and Division 8, Supplementary Regulations of the zoning code, as amended, shall apply to the RPUD in the same manner as the R-5 zoning classification for the single family standard and zero lot line villas areas, MH-1 zoning classification for the mobile home areas and the B-2 zoning classification for the non-residential areas.

G. Unless otherwise provided in paragraph E, nothing in this Order and Resolution shall abridge the requirements of the Code of Ordinances, County of Volusia. Timing and review procedures contained in this Order and Resolution may be modified to comply with the Land Development Code of Volusia County, Florida, as codified in article III of chapter 72, Code of Ordinances, County of Volusia ("land development code").

DEVELOPMENT AGREEMENT

A. DEVELOPMENT CONCEPT - The property shall be developed as an RPUD, substantially in accordance with the Master Development Plan. The Master Development Plan shall govern the development of the property as an RPUD and shall regulate the future land use of this parcel. The parcel size is 1033.75 acres. The maximum number of dwellings proposed is 1577 units. The Development concept is based on a three phase Development with each phase divided into sub-phases. Each lot designated on the Preliminary Plan will include a single-family dwelling units and accessory structures. The Development will be an adult community with a minimum of 80% of the residents 55 years or older. Individual lots for single-family homes will be sold to the owner of the single family home. Individual sites for mobile homes will be leased to the owners of mobile homes.

1. Master Development Plan. The Master Development Plan shall consist of the Preliminary Plan prepared by Parker Mynchenberg & Associates, Inc., dated July 2, 2002, and revised October 31, 2002, and this Amended and Restated Development Agreement. The Preliminary Plan was previously approved and incorporated as Exhibit "B" in Order and Resolution No. 2002-199 and amendment recorded in OR Book 6407, Page 456, in the Public Records of Volusia County, Florida, and remains in full force and effect by reference. The Master Development Plan was filed and retained for public inspection in the Growth and Resource Management Department and it constitutes a supplement to the Official Zoning Map of Volusia County.

2. Amendments. All amendments of the Master Development Plan, other than those deemed by the Zoning Enforcement Official to be minor amendments, in accordance with section 72-289 of the zoning code, shall require the review and recommendation of the Planning and Land Development Regulation Commission and action by the Volusia County Council in the same manner as a rezoning of the parcel.

3. Subdivision Approval. Some areas of the parcel will be kept in uniform ownership and dedicated to mobile home single-family dwelling units. Other areas of the parcel may be subdivided and dedicated to traditional single-family homes. The areas to be kept in unified ownership shall obtain final site plan approval before development commences. The areas to be subdivided shall be submitted for review and approval in the manner required by Division 2 of the land development code, as amended.

4. Final Plan Approval. Prior to issuance of any permits for construction, including clearing and landfill, a Final Site Plan for the area planned to be developed shall be prepared and submitted for review and approval in the manner required by Division 3 land development code, as amended.

B. UNIFIED OWNERSHIP - The Applicant or his successors shall maintain unified ownership of the subject parcels. Applicant may subdivide a portion of the parcel and shall maintain unified ownership until after issuance of the Final Site Plan Development Order and/or recording of a Final Plat.

C. PHASES OF DEVELOPMENT - Phasing of the project is indicated on Sheet 6 of 34 of Preliminary Plan entitled Preliminary Phasing Plan, attached as Exhibit "B" to Order and Resolution No. 2002-199, and remains in full force and effect by reference. The following is a breakdown of the proposed phases by number of units and construction completion.

PHASE	# UNITS	BEGIN CONSTRUCTION	COMPLETE CONSTRUCTION
1	669	2012	2018
2	414	2015	2021
3	494	2021	2025
TOTAL	1,577		

The above schedule is estimated. The phasing and construction may be accelerated due to market demands or concurrent construction of phases. All land use/improvements assigned to each phase as referenced on the Preliminary Plan, Exhibit "B", to Order and Resolution No. 2002-199 shall be provided.

D. LAND USES WITHIN THE PUD - The development of the parcel shall be consistent with the uses prescribed for each area within the proposed RPUD. The location and size of said land use areas are shown on Sheet 1 of 9 of Preliminary Plan entitled, Preliminary Zoning Plan, Exhibit "B" to Order and Resolution No. 2002-199, and amendment recorded in OR Book 6407, Page 456, in the Public Records of Volusia County, Florida, and remains in full force and effect by reference. The following land uses shall be allowed as permitted principal uses and structures along with their customary accessory uses and structures:

ITEM #	LAND USE	ACREAGE	PERCENTAGE %
1.	SF - Single-Family Standard	604.98	58.52
	a) Single-Family Standard		
	b) Standard or Single-Family Zero Lot Line Villas		
	c) Single-Family Mobile Home		
2.	GC - Golf Course	216.87	20.98
3.	OS - Open Space	18.93	1.83
4.	C - Conservation	126.70	12.26
5.	R - Recreation	27.99	2.71
6.	NC - Neighborhood Commercial	1.30	0.13
7.	US - Utility Service	19.41	1.88
8.	Plantation Oaks Boulevard	17.57	1.70
	TOTAL ^{1,2}	1,033.75	100%

¹Note: Acreages above are approximate.

²Note: Permitted mobile homes shall conform to definition imposed by local law as set forth in this Agreement.

E. DEVELOPMENT STANDARDS.

1. SF - Single-Family Standard, Single-Family Zero Lot Line Villas or Single-Family Mobile Home Dwellings
 - (a) Purpose and Intent - The Single-Family Classification provides for single family dwelling units, including mobile homes, conforming to the terms of this Agreement and selected compatible uses. Compatible uses include RV and boat storage, temporary and

permanent maintenance and service areas, temporary sales offices, construction storage yards, communication and utility services and stormwater management.

(b) Permitted Uses and Structures

(1) Single-Family Dwellings

- a) Single-Family Standard
- b) Single-Family Zero Lot Line Villas
- c) Mobile Homes

(2) RV, Boat and Trailer Storage

(3) Contractors Storage Yard (serving Plantation Oaks Development)

(4) Maintenance Facilities

(5) Temporary Sales Office

(6) Model Center

(7) Recreational Facilities

(8) Entrance Guard Pavilion

(9) Gazebos, Pavilions, Docks, Bleachers, and Decks.

(10) Free Standing Restroom Facilities.

(11) Utility Service Uses and Facilities, including treated sewage storage and disposal according to regulations of the Florida Department of Environmental Protection, access roads, and water treatment and storage facilities.

(12) Excavations for Lakes and Stormwater Management

Facilities serving the Community.

- (13) Service Area may include, but not be limited to irrigation well and pump, temporary storage of setup materials and maintenance equipment.
 - (14) Communication systems, cable TV, antenna (maximum height 70 feet), and equipment.
 - (15) Temporary Tree Farm/Plant Nursery for development use.
 - (16) School Site
 - (17) Fire Station
- (c) Developmental Requirements - Single-Family Standard, or Single-Family Zero Lot Line Villas
- (1) Minimum Lot Area - 5,000 S.F.
 - (2) Minimum Lot Depth 100 feet. Minimum Lot Width 50 feet
 - (3) Minimum yard size (building)
 - i) Front yard - 20 feet
 - ii) Rear yard - 20 feet
 - iii) Side yard - 7.5 feet, 0 feet on one side and 15 feet on the other side for zero lot-line lots
 - iv) Waterfront yard - 20 feet
 - (4) Minimum floor area – 1,000 S.F.
 - (5) Maximum lot coverage - 35%
 - (6) Maximum building height - 35 feet
 - (7) Landscape buffer requirements - Landscaping on the

residential lots will be consistent with the "Typical 65 feet x 110 feet lot, Typical Landscape" on Sheet 25 of 34 of the Preliminary Plan. A 15-foot project perimeter boundary shall include four (4) Group A trees per 100 L.F., four (4) Group B and twelve (12) Group C or D plants per 100 L.F.

- i) Front yard - 10 feet
 - ii) Side yard - 5 feet
 - iii) Rear yard - 10 feet
 - iv) Project perimeter boundary - 15 feet
- (8) Perimeter building setbacks - 20 feet
 - (9) Minimum building separation - 15 feet
 - (10) Off-street parking requirements - Two (2) per dwelling unit, plus any additional spaces required to service additional buildings or structures per section 72-286 of the zoning code as amended.
 - (11) Signage requirements section 72-298 of the zoning code, as amended, except as referenced in this agreement.
 - (12) Six (6) major and four (4) minor project entrance signs are proposed and are indicated on the Preliminary Plan. Size, structure and copy area to be consistent with the Preliminary Plan, Sheet 24 of 34, entitled Signage and Paving Details.
 - (13) Billboards exist onsite adjacent to Interstate 95. The existing billboard locations are to remain, but are considered non-

conforming structures that shall be subject to the requirements of Section 72-206(3) *Nonconforming Structures*, of the zoning code.

(d) Developmental Requirements – Mobile Homes

- (1) Minimum Space Area – 6,500 S.F.
- (2) Minimum Space Depth 100 feet. Minimum Space Width 65 feet
- (3) Minimum yard size (building)
 - i) Front yard – 20 feet
 - ii) Rear yard – 20 feet
 - iii) Side yard – 7.5 feet, 0 feet on one side and 15 feet on the other side for zero lot-line lots
 - iv) Waterfront yard – 20 feet
- (4) Minimum floor area – 1,200 S.F.
- (5) Maximum space coverage – 35% for principal and accessory buildings
- (6) Maximum building height – 35 feet
- (7) Landscape buffer requirements – Landscaping on the residential lots will be consistent with the “Typical 65 feet x 110 feet lot, Typical Landscape” on Sheet 25 of 34 of the Preliminary Plan. A 15-foot project perimeter boundary shall include four (4) Group A trees per 100 L.F., four (4) Group B and twelve (12) Group C or D plants per 100 L.F.

- i) Front yard – 10 feet
 - ii) Side yard – 5 feet
 - iii) Rear yard – 10 feet
 - iv) Project perimeter boundary – 15 feet
- (8) Perimeter building setbacks – 20 feet
- (9) Minimum building separation – 15 feet
- (10) Mobile Home Appearance Standards:
- a) Building design – The front entrance of each residential principal structure shall be oriented towards the front lot line.
 - b) Roof design – Roofs shall be sloped, gable or hip in form.
 - c) Skirting-All mobile homes shall contain skirting with the appearance of brick, stucco, or siding, which complements the exterior façade of the unit.
 - d) Massing and facades – The height, bulk and massing of the residential buildings shall be minimized by utilizing the following techniques:
 - i) Variations in roofline (dormers, cupolas, porches, or balconies);
 - ii) Change in texture and color of wall surfaces;
 - iii) Minimum 4 feet deep and 8 feet wide porch, under roof; and

- iv) Garages, as specified below,
- e) Garages;
 - i) Attached and detached garages shall be consistent with the façade treatment of the principal structure.
 - ii) Garages shall not comprise more than 50 percent of a building's street facing frontage.
 - iii) Garages (attached and detached) shall be set back at least 10 feet behind the front leading edge of the unit.
 - iv) Carports are prohibited.
 - v) Garages shall store a minimum of two automobiles.

(e) Dimensional Requirements - Compatible Uses

- (1) Minimum Parcel Size - 0.25 acres
- (2) Minimum Yard Size
 - i) Front Yard - 20 feet
 - ii) Rear Yard - 20 feet
 - iii) Side yard - Abutting any lot - 10 feet
 - iv) Abutting any street - 20 feet
- (3) Maximum Building Height
 - i) 35 feet
 - ii) Antennas subject to Federal, State, and other Local Ordinances shall be permitted up to 70 feet in height above ground level.
- (4) Maximum Lot Coverage

The maximum lot coverage with principal and accessory buildings should not exceed 45%.

2. GC -Golf Course

- (a) Purpose and Intent - The Golf Course classification (GC) provides for the construction of a golf course and golf course customary structures (clubhouse, restaurant, bar, cart barns, restrooms, maintenance facilities, starters shed, gazebos and pavilions and stormwater retention areas as open space).
- (b) Permitted Principal Uses and Structures
 - (1) Golf course, open space, and open space recreational activities and customary accessory uses and structures including clubhouse, restaurant, bar, cart barn, maintenance facilities, restrooms, gazebos, pavilions and starter' s shed.
 - (2) Utility service uses and facilities, including treated sewage effluent storage and disposal, according to the regulations of the Florida Department of Environmental Protection.
 - (3) Excavation for lakes and stormwater management facilities serving the Golf Course area or the community.
 - (4) Restroom Facilities
 - (5) Maintenance Facilities
 - (6) Temporary Tree Farms
 - (7) Irrigation Facilities
 - (8) Construction Equipment

(c) Dimensional Requirements

(1) Minimum Building Setback:

From public streets providing direct access - 50 feet

From private streets, drives, and parking - 15 feet

(2) Maximum Building Height:

The maximum building height, measured from finished grade at the building line to the eaves, shall be as follows:

i) The maximum building height is 35 feet.

ii) Spires, belfries, cupolas, antennas, water tanks, structures customarily required to extend above the roof level, can extend for an additional 20 feet above the maximum building height. Antennas subject to federal, state, and other local ordinances shall be permitted up to 70 feet in height above ground level.

(3) Maximum Lot Coverage - The total lot area covered with buildings and accessory uses shall not exceed 5 % for all uses.

(d) Off-Street Parking and Loading Requirements - Per section 72-286 of the zoning code, as amended.

(e) Landscape Buffers - Landscape Buffers are not required.

(f) Final Site Plan - A Final Site Plan approval procedure shall be required in accordance with the land development code, as amended.

(g) Types of Signs Permitted - The following signs shall be permitted and shall comply with section 72-298, of the zoning code.

- (1) Ground Signs
- (2) Project Signs
- (3) Temporary Signs
- (4) Wall Signs

3. OS - Open Space

(a) Purpose and Intent - The OS classification provides for areas throughout the Plantation Oaks of Ormond Beach L.L.C. Community to maintain open space. Open Space consists of lakes and ponds, vegetated and generally dry retention areas, vegetated buffers, vegetated strips adjacent to street ROWs, SJRWMD jurisdictional areas, lake and ribbon pond edges and access ways, and easements have been set aside for passive and active recreation and wildlife habitat, both aquatic and uplands. All property not otherwise classified or within street ROWs shall be considered as being in the Open Space classification.

(b) Permitted Principal Uses

- (1) Passive recreation, non-motorized activities, trails, boat launching facilities, boat docks, and access roads.
- (2) Utility service uses and facilities, including treated sewage effluent storage and disposal according to regulations of the Florida Department of Environmental Protection, access

roads, and water treatment or storage facilities.

- (3) Excavation for lakes and stormwater management facilities serving the golf course community.
 - (4) Temporary plant nursery and tree farm, but shall be removed and the area landscaped when the project is substantially completed.
 - (5) Signs, including directional and informational signs, entrance signs and community signs.
 - (6) Accessory uses to the permitted principal uses.
- (c) Maintenance - Plantation Oaks of Ormond Beach, L.L.C. will be responsible for the maintenance and upkeep of the (OS) Open Space areas, including landscape buffers, natural areas, retention ponds, etc. except those dedicated or deeded to Volusia County or other successor government unit. Such maintenance may include supplemental landscaping, underbrushing, removal of trees, which have deteriorated, thinning of trees under the protected size, for forest and habitat management, and construction of fire-breaks.
- (d) Trees - A fifty-foot (50 ft.) wide (OS) open space corridor is proposed onsite adjacent to both sides of proposed Plantation Oaks Boulevard, and adjacent to Old Dixie Highway and I-95. Landscape requirements adjacent to Plantation Oaks Boulevard on both sides are four (4) Group A trees per 100 L.F., four (4) Group B trees and eighteen (18) Group C or D plans per 100 L.F. Palms may be

substituted for fifty (50) percent of the required four (4) Group A trees per 100 L.F. Open space corridors adjacent to Old Dixie Highway and I-95 shall consist of existing natural vegetation.

4. C - Conservation

- (a) Purpose and Intent - This classification is intended to provide protection for existing onsite wetlands and upland buffers. It is further intended to protect and preserve the natural environment of selected areas such as submerged grassy areas, coastal marshes, mangrove areas, estuaries and other important habitats; marine life and wildfowl; significant fresh water swamps and natural cypress and sawgrass areas that act as water retention areas; fishing, hunting and wildlife areas and any other unusual or unique feature or areas.
- (b) Permitted Principal Uses and Structures - Coastal marshes, Mangrove Areas and Estuaries Fishing, Hunting and Wildlife Management Areas Nature Trails
- (c) Dimensional Requirements - None
- (d) Off-Street Parking and Loading Requirements - None
- (e) Types of Signs Permitted
 - (1) Permanent Wetland or Upland Buffer Information Signage

5. R - Recreation

- (a) Purpose and Intent - The Recreation (R) Classification encourages the development of a full range of sport, active and passive uses.

(b) Permitted Principal Uses and Structures

- (1) Golf course, sport, and recreational facilities.
- (2) Commercial uses related to golf courses, sports, and recreational activities and ancillary uses, such as public and private golf clubs, restaurants-types A and B, retail specialty sales shops, professional and personal services, exercise and health spas, swim clubs, support and maintenance facilities, gazebos, pavilions and sports facilities and clubs with indoor and outdoor facilities, including spectator facilities for activities such as racquet ball, squash, shuffleboard, bocci, horseshoes, softball, tennis, handball, and basketball.
- (3) Customary accessory uses and structures to the permitted uses.
- (4) Essential utility service uses and facilities.
- (5) Real estate office and sales centers, until the Plantation Oaks of Ormond Beach L.L.C. Community Development Plan is 95% completed and occupied. The office or sales center may be converted to other permitted uses or be a temporary structure that would be removed.
- (6) Excavation for lakes and stormwater management facilities serving the R area or the community.
- (7) Multiple buildings and facilities on a single lot provided a final site plan is approved.

(c) Dimensional Requirements

- (1) Minimum Project Size - For any permitted use or combination of permitted uses and structures, the parcel size shall not be less than 1 acre.
- (2) Minimum Building Setback:
 - i) From the ROW of a public street 50feet
 - ii) From private streets, drives, and parking 15feet
 - iii) From other zoning classifications 20feet
- (3) Minimum Building Separation - The distance between the front and rear of principal buildings shall be a minimum of 25 feet, and the distance between any other combination of principal building arrangements shall be a minimum of 25 feet.
- (4) Maximum Building Height - The maximum building height, measured from finished grade at the building line to the eaves, shall be as follows:
 - i) The maximum building height of commercial and recreational uses is 45 feet.
 - ii) The maximum building height of lodge uses is 45 feet.
 - iii) The maximum building height of clubhouse use is 55 feet.
 - iv) The maximum building height of accessory uses is 25 feet.

- v) Spires, belfries, cupolas, antennas, water tanks, ventilators chimneys or other similar accessory structures customarily required to extend above the roof level, can extend for an additional 20 feet above the maximum building height prescribed for the classification in which they are located. Antennas subject to federal, state, and other local ordinances shall be permitted up to 70 feet in height above ground level.
- (5) Maximum Lot Coverage - The total lot area covered with principle and accessory buildings shall not exceed 45% for all commercial and recreational uses.
- (6) Maximum Impervious Surfaces - The total lot impervious surface shall not exceed 80%.
- (d) Off-street Parking and Loading Requirements
 - (1) Dimensional Requirements - Off-street Parking and Loading Dimensional Requirements shall be governed by section 72-618 of the land development code, as amended.
 - (2) Number of Required Spaces - Off-street parking and loading requirements shall be governed by section 72-286 of the zoning code, as amended.
 - (3) Parking and Storage of Vehicles or Watercraft - Parking and Storage of Vehicles or Watercraft shall be governed by

section 72-287 of the zoning code, as amended.

(4) Special Parking Areas - Mobile Recreational Shelters -
Special Parking Areas shall be governed by Section 72-287(b) of the zoning code, as amended.

(5) Residential Parking - Residential Parking shall be governed by Section 72-287(e) of the zoning code, as amended.

(e) Landscape Buffer - The lot perimeter buffer shall be a minimum of twenty feet (20 ft.) and include: four (4) Group A trees per 100 L.F., four (4) Group B and eighteen (18) Group C or D plants per 100 L.F. No additional landscape buffer is required where (R) zoning abuts (OS) zoning.

6. NC - NEIGHBORHOOD COMMERCIAL

(a) Purpose and Intent - The NC classification provides initially, a site for sales and administrative offices for Plantation Oaks of Ormond L.L.C. After development, the site may be used for limited commercial convenience shopping, retail, service and medical facilities and customary accessory uses and structures serving residential neighborhoods.

(b) Permitted Principal Uses and Structures

- (1) Retail bakeries and confectionery (including preparation of products for sale on the premises).
- (2) Barber shops, beauty shops, shoe repair shops, and similar personal service stores.

- (3) Book, stationery, newsstands, pharmacies, hardware and similar retail convenience stores.
- (4) Convenience or General Stores, offering a full range of grocery, delicatessen, and house wares, with or without gasoline pumps, (excluding the sale of distilled spirits with a higher alcoholic content than malt beverages or fermented wines).
- (5) Type A and B restaurants.
- (6) Professional, financial, administrative, and medical offices.
- (7) Laundry and dry cleaning pickup stations and self-service establishments.
- (8) Child care centers, private schools, and Houses of Worship.
- (9) Essential utility service uses and facilities.
- (10) Excavation for lakes and stormwater management facilities serving the golf course or NC area.
- (11) Customary accessory uses and structures to the permitted uses.

(c) Dimensional Requirements

- (1) Maximum Parcel Size: 1.3 acres
- (2) Minimum Building Setback:
 - Front Yard 25 feet
 - Rear Yard 20 feet

Side Yard

Abutting any lot: 10 feet

Abutting public street R/W 25

feet, private road R/W 20 feet.

(3) Maximum Building Height - The maximum building height, measured from finished grade at the building line to the eaves, shall be as follows:

- i) The maximum building height of principal uses is 35 feet.
- ii) The maximum building height of accessory uses is 15 feet.
- iii) The maximum building height of Churches and Houses of Worship is 55 feet.
- iv) Spires, belfries, cupolas, antennas, water tanks, ventilators, chimneys of other similar accessory structures customarily required to extend above the roof level, can extend for an additional 20 feet above the maximum building height prescribed for the classification in which they are located. Antennas subject to federal, state and other local ordinances shall be permitted up to 70 feet in height above ground level.

(4) Maximum Lot Coverage - The total lot area covered with principal and accessory buildings shall not exceed 45%.

- (5) Maximum Impervious Surface - The total lot impervious surface shall not exceed 80%.
- (d) Off-street Parking and Loading Requirements - Off-street parking and loading requirements shall be provided in accordance with section 72-286 of the zoning code, as amended.
- (e) Landscape Buffer - The lot perimeter landscape buffer is to be a minimum of twenty (20 ft.) feet and include: four (4) Group A trees per 100 L.F., four (4) Group B and eighteen (18) Group C or D plants per 100 L.F. Palms may be substituted for twenty-five (25%) percent of the required four (4) Group A trees per 100 L.F. Additional perimeter landscape buffer is not required where (NC) site abuts (OS) zoning category.
- (f) Final Site Plan - A Final Site Plan approval procedure per the land development code, as amended, shall be required for each lot to be developed.
- (g) Types of Signs Permitted - The following signs shall be permitted and shall comply with section 72-298 of the zoning code, as amended, regarding of size and location:
 - (1) Ground Signs
 - (2) Project Signs
 - (3) Temporary Signs
 - (4) Marquee Signs
 - (5) Wall Signs

7. US - UTILITY SERVICE AREA

- (a) Purpose and Intent - The Utility Service Area (US) provides a secure and buffered area for power line overhead transmission line, utility treatment plants, maintenance facilities, public and private utility transmission lines and mains and similar uses.
- (b) Permitted Principal Uses and Structures
 - (1) Sanitary treatment plants, effluent holding facilities, effluent pumping facilities, percolation beds, and sludge drying facilities, including customary accessory uses and structures required to operate and maintain the facilities.
 - (2) Water treatment plants, water storage tanks, and water pumping facilities, including customary accessory uses and structures required to operate and maintain the facilities.
 - (3) Buildings, grounds and street maintenance facilities, including storage yards for material and equipment and repair facilities, including customary accessory uses and structures.
 - (4) Excavation for stormwater management facilities serving the golf course area or US area, and for other grading required to visually screen the utilities facilities.
 - (5) Tree farm.
 - (6) Overhead utilities.
 - (7) Underground utilities.
 - (8) Communication systems.

- (9) Maintenance Access
- (10) Walking or jogging trails.
- (c) Dimensional Requirements
 - (1) Minimum Building and Structure Setback - No building or structure shall be located within twenty-five (25) feet of the ROW of a public and 10 feet of a private street or drive. No building or structure shall be located within thirty (30) feet of a residential parcel. Setbacks from (OS) and (GC) zonings and power line easement are not required. Setbacks between multiple buildings or facilities are not required.
 - (2) Maximum Building and Structure Height - The maximum building height, measured from finished grade at the building line to the eaves, shall be as follows:
 - i) The maximum building height of principal uses is 45 feet.
 - ii) The maximum building height of accessory uses is the same as the principal uses.
 - iii) Spires, belfries, cupolas, antennas, water tanks, ventilators, chimneys or other similar accessory structures customarily required to extend above the road level, can extend for an additional 20 feet above the maximum building height of the principle use. Antennas subject to federal, state, and other local

ordinances shall be permitted up to 70 feet in height
above ground level.

- (3) Maximum Lot Coverage - Not applicable.
- (d) Off-Street Parking and Loading Requirements - Per section 72-286 of the zoning code, as amended.
- (e) Access - The utility service areas may be accessed by a private street and do not have to abut or have direct access to a public street.
- (f) Landscape Buffer - A ten foot (10 ft.) wide landscape buffer is required wherever structures or parking occurs. The landscape buffer shall contain a minimum of four (4) Group A trees per 100 L.F., four (4) Group B trees and eighteen (18) Group C or D plants per 100 L.F. Palms may be substituted for twenty-five (25%) percent of the required four (4) Group A trees per 100 L.F.
- (g) Final Site Plan - A Final Site Plan approval procedure shall be required.
- (h) Types of Signs Permitted - The following signs shall be permitted and shall comply with section 72-298 of the zoning code, as amended, regarding size and location:
 - (1) Ground Signs
 - (2) Project Signs
 - (3) Temporary Signs
 - (4) Wall Signs

- (i) Landscaping Requirements - No additional landscaping is required.

F. ENVIRONMENTAL CONSIDERATIONS - The project site area is 1,033.75 acres. An environmental assessment was prepared by Lotspeich & Associates, Inc. The site contains approximately 99.81 acres of jurisdictional wetlands. The proposed development will impact 1.39 acres of wetlands within the development, 0.57 acres of wetlands, will also be impacted outside of the development by the construction of the extension of Plantation Oaks Boulevard.

Mitigation for the onsite and offsite wetland impact will be mitigated onsite by enhancement of the existing wetlands and creation of a recorded conservation easement over the onsite wetland, and upland buffers onsite totaling 126.24 acres. The total acres of wetlands in the conservation easement is approximately 98.42 acres. The total acreage of uplands in the conservation easement is 27.82 acres. The onsite wetlands are to be verified by the St. Johns River Water Management District. Permits for proposed wetland impacts will be obtained from the St. Johns River Water Management District and Volusia County prior to construction.

Additionally, a report has been prepared by Southarc, Inc., the historical/archaeological consultant. A review of the site revealed one area in the proposed right-of-way of Plantation Oaks Boulevard, near the intersection of Old Dixie Highway, that was an old foundation and chimney, and has some historical value. A median is proposed in Plantation Oaks Boulevard at this location to preserve the chimney feature. The Developer further engaged Southarc, Inc., to complete Phase II of the assessment, which included studying the onsite residence and Old Kings Road. The report indicates the rest

of the project does not have any historical or archaeological significance. The status of the Old Kings Road right-of-way will be reviewed during the development review process.

G. SEWAGE DISPOSAL, POTABLE WATER, AND SITE IRRIGATION - The project site shall be served by Volusia County Utilities in accordance with the comprehensive plan, the land development code, and State of Florida Administrative Code 64E-6 and 64E-8.

The onsite sewage collection system, water distribution system and effluent reuse system for golf course irrigation will be designed in accordance with Volusia County specifications, and will be owned and operated by Volusia County. Reuse disposal will be required on the golf course with the (OS) zoning designation. Reuse will be required to irrigate lots or roadways. Dry lines or reuse mains may be required in the Development. A temporary septic system may be utilized for sewage disposal for the golf course, golf and park maintenance facilities, and restrooms until central utility to that phase is available.

Site irrigation will consist of two (2) separate irrigation systems. One system will irrigate the golf course and golf facilities. The system will be designed to draft irrigation from the onsite lake and ribbon pond and will be designed to accept effluent reuse as it becomes available.

The second system will service all landscaped areas outside of the golf course, including but not limited to, public and private road rights-of-ways, single-family home lots, mobile home spaces, recreation and neighborhood commercial zoning areas. These areas will be irrigated primarily by wells and in accordance with the approved St. Johns River Water Management District Consumptive Use Permit. All irrigation mains will

be purple and meet Volusia County requirements for effluent reuse so, in the future, if reuse is available in excess of the golf course demands, the irrigation mains will be plumbed to convert to reuse in the future.

H. STORMWATER DRAINAGE - Provision for stormwater retention shall be in accordance with the land development code, as amended, and Resolution No. 86-192.

I. ACCESS AND TRANSPORTATION SYSTEM IMPROVEMENTS - All access and transportation system improvements shall be provided in accordance with the Land Development Code, as amended. The parcel shall be developed in substantial accordance with the following access and transportation system improvements.

1. Access. As part of the Phase 1 construction, Broadway Avenue, a 100 foot wide dedicated County road will be constructed from U.S. 1 to Old Dixie Highway per the Preliminary Development Plan. The 100-foot right-of-way will be renamed to Plantation Oaks Boulevard. A traffic study has been prepared by Traffic, Planning & Design, Inc. The number of driveways onsite proposed to intersect the Plantation Oaks Boulevard extension is as follows:

- (a) Entrance to school site.
- (b) Entrance to Phase 2.
- (c) Entrance to Phase 3.
- (d) Entrance to golf course clubhouse.
- (e) Entrance to Phase 1 development.
- (f) Entrance to power line and to the maintenance area.

- (g) Fire Station site
- (h) Other required emergency access points.

No other connections to U.S. 1, Old Dixie Highway, or the proposed Plantation Oaks Boulevard extension onsite are proposed. Plantation Oaks Boulevard will be designed and posted at a 45 mph design speed with the exception of the first curve east of U.S. 1, which will be designed and posted at a 35 mph design speed.

2. Transportation System Improvements. The transportation improvements to the Plantation Oaks Boulevard extension will consist of a minimum of two twelve foot travel lanes with an integral six-foot wide, paved bike path along the easterly side of the pavement improvements. The roadway will include Type F Curb on both sides of the street. In areas as indicated on the Preliminary Development Plan, within the 100-foot right-of-way, there is an eleven-foot wide landscape median, which is proposed. In these areas, the pavement width will be fourteen feet for northbound and southbound lanes. The northbound lane will include an additional six-foot paved bike path. The median and edge of pavement will include Type F curbing. Additionally proposed on the west side of Plantation Oaks Boulevard, for its entire length, is a six-foot wide concrete sidewalk.

Turn lanes will be provided as indicated on the Preliminary Development Plan at the golf clubhouse entrance and Phase 1, 2 and 3 entrances. The turn lanes will be designed to Volusia County and FDOT specifications, based on a 45 mph design speed.

A left hand turn lane and right hand turn lane are proposed at the intersection of Old Dixie Highway and Plantation Oaks Boulevard. The turn lanes will be

designed in accordance with Volusia County specifications. Right and left turn lane requirements at U.S. 1 and Plantation Oaks Boulevard will be governed and permitted by the Florida Department of Transportation. No other turn lanes are proposed or required at the power line easement access to the maintenance area building. Traffic control devices will be provided as required by the Land Development Code. Turn lanes for the School Site will be designed and constructed by the School Board with construction of the School Site. The extension of Plantation Oaks Boulevard will be completed with the Phase 1 construction. Additionally, the Phase 1 construction will include turn lanes in Plantation Oaks Boulevard, as indicated above. Phase 1 construction will also include the construction of the entrance road to the golf clubhouse and the entrance road to Phase 1.

There are two (2) golf cart pedestrian and maintenance crossings proposed to cross Plantation Oaks Boulevard. The crossings will be underground and the road grade of Plantation Oaks Boulevard will be raised at the two (2) crossings. The underground golf cart pedestrian and maintenance crossings will be a minimum of 10 feet wide by 8 feet high.

J. INTERNAL ROADWAYS - The internal roadways within all phases of the development will be private and gated. The roadways will be designed to Volusia County requirements. The entrance roadways will provide two twelve foot (12 ft.) wide exit lanes, one twelve foot (12 ft.) wide entrance lane and will include F Curbs and F Curb medians. The internal subdivision streets will be a minimum of twenty foot in width (two ten foot travel lanes) and will include two foot Miami Curb and gutters on both sides of the pavement. The internal sidewalks will be constructed in accordance with the Preliminary

Plan. The proposed sidewalk will be six feet in width. Only the sidewalks indicated on the Preliminary Development Plan will be required. Private streets will be maintained by Plantation Oaks of Ormond Beach, L.L.C.

K. BUILDING OR PROPERTY OWNERS ASSOCIATION - The entire project will be maintained by Plantation Oaks of Ormond Beach L.L.C. There will be a property owners association. All private improvements will be owned and maintained by Plantation Oaks of Ormond Beach L.L.C. If the project is subdivided and a phase is sold, that portion of the development will be owned and maintained by the purchaser. No property association shall be required for those area planned to be developed and maintained under unified ownership.

L. UNDERGROUND UTILITIES - All utilities in the Development are proposed to be underground. Overhead utilities; power, telephone, communication, and cable TV, will be permitted within the existing FP&L easement (US) Zoning. Plantation Oaks of Ormond Beach, L.L.C. will provide cable TV and communication utilities to the Development. At the discretion of the Applicant, cable TV and communication can be provided by a private utility.

M. TREE SURVEYS AND REPLACEMENT REQUIREMENTS - The Master Development Plan has been reviewed and is in accordance with Division 10 of the land development code. Based on a statistical survey prepared by Craig Murray, Forester, and on field inspection of existing onsite conditions, the County shall not require a complete

tree survey, only a survey of specimen trees. Replacement trees and calculations will be provided at Final Site Plan or Preliminary Plat permitting. The lot lines will be adjusted wherever possible to preserve the existing hardwoods. 126 acres or 12% of the site is designated Conservation (C). Existing trees within the C designation will remain.

Based on the surveyed statistical analysis, the developed site is providing the required 15% retention of existing trees.

All streets, both public (Plantation Oaks Boulevard) and private, will be required to provide street trees at a minimum spacing of thirty-five feet (35 ft.). The street trees will be hardwoods and a minimum caliper of 2 inches D.B.H. up to 50% of the street trees can be palms. Recreation (R) designated areas will require one (1) tree (2 inches D.B.H. minimum) per 2,500 S.F. of landscape area.

N. PRELIMINARY/FINAL PLAT - A Preliminary/Final Plat will be prepared and reviewed for each phase of Development. The Preliminary/Final Plat will be reviewed by the County per the Land Development Code for each phase. The Preliminary/Final Plat shall be prepared at a minimum scale of 1" = 50 ft. and shall meet the requirements of Chapter 177, Florida Statutes.

O. VOLUSIA COUNTY IMPACT FEES - The following impact fees will be paid to Volusia County by the Applicant, in accordance with Chapter 70 of the Volusia County Code of Ordinances.

1. Fire Impact Fees
2. Road Impact Fees

3. School Impact Fees

4. Park Impact Fees

Road, School, Fire, and Park impact fees will be payable by the Applicant to Volusia County prior to issuance of a Certificate of Occupancy for the permitted structure.

The applicant agrees to pay to Volusia County School Impact Fees.

The applicant proposes to donate a 23.11-acre school site as indicated on the Preliminary Plan, to the Volusia County School Board. The site will front on Plantation Oaks Boulevard. A twelve-inch (12") potable water main and an eight-inch (8") sanitary force main shall be provided by the Applicant to the site with the Phase I improvements. The appraised value of the school site at the time of donation will be credited against the Phase I and subsequent phases School Impact Fees.

The Applicant proposes to dedicate a one and one half (1½) acre fire station site located within the project and adjacent to and easterly of proposed Plantation Oaks Boulevard. The appraised price of the fire station site will be credited against the Phase I Fire Impact Fee.

Volusia County shall provides utilities to the site, a Master Utility Agreement will be prepared and executed between the Applicant and Volusia County for the entire development. As phases are developed, Supplemental Utility Agreements will be prepared based on the equivalent residential units (ERCs) in each phase.

Due to the fact that the Applicant has agreed to pay the School Impact Fee for all dwellings, and in consideration of the magnitude of the water, sewer and reuse infrastructure improvements and associated costs, which are borne by the Applicant, the County agrees in the Master Utility Agreement, to allow dry line permitting and construction

of the water, sewer and reuse improvements in Phase I prior to payment of water and sewer impact fees.

Execution of phased Supplemental Utility Agreements and payment of required water and sewer impact fees are due and payable prior to requesting clearance of the facilities for service. Guaranteed revenues will commence twelve (12) months after execution of the Supplemental Utility Agreement for each phase of sub-phase.

P. MODEL HOMES - Concurrent with construction and completion of the infrastructure, the Applicant may permit and construct model homes. The maximum number of models allowed cannot exceed 20% (twenty percent) of the total lots or spaces in the sub-phase under construction. Construction cannot commence until fire protection and stabilized access is provided. No model home will receive a final C.O. (Certificate of Occupancy) until the infrastructure for the phase is completed and approved by the County.

Q. SIGNAGE - The Preliminary Development Plan (Sheet 24 of 34), as indicated in Exhibit "B" of Order and Resolution No. 2002-199, includes details, size, structure, and copy area for the signage proposed for the Development.

Major signs as indicated on the Preliminary Development Plan, are proposed at the Entrance to Phase 1, 2 and 3. Minor signs, as indicated on the Preliminary Development Plan, are proposed at the Golf Clubhouse entrance and at the intersection of Old Dixie Highway and Plantation Oaks Boulevard. Informational signs are proposed at the sales center and maintenance yard and will be monument signs with a maximum copy area of 12 square feet.

R. ON-SITE BURNING - On-site burning of construction debris, stumps, underbrush, trees, etc. is allowed onsite. Onsite burning will meet all Volusia County Standards.

S. REMOVAL OF EXCAVATION MATERIAL FROM SITE - The Applicant may remove excess excavated material from the site due to construction. All material trucked off site will leave the site via U.S. 1. No excess material may be trucked away from the site utilizing Old Dixie Highway. Applicant to request and be granted a permit from Volusia County prior to any excess fill being trucked off site.

T. DEVELOPMENT LIGHTING - Plantation Oaks Boulevard will have FP&L standard streetlights spaced a maximum distance of 250 feet adjacent to the six-foot (6) wide bike path. Additionally, ornamental lighting will be provided adjacent to the six-foot (6) concrete sidewalk at a maximum spacing of 250 feet. Lighting will be provided at the three (3) gated entrances, the sales and maintenance area, the golf clubhouse and the three (3) clubhouse recreation areas. Tennis courts, driving range and shuffleboard courts may be lighted.

FP&L street lighting will be provided within the residential development areas. Streetlights will be provided at a minimum spacing of 250 feet.

U. CLUBHOUSE AND GOLF CLUBHOUSE CONSTRUCTION STANDARDS -

The Golf Clubhouse and Community Clubhouses will be built concurrently with the infrastructure of each phase and designed and constructed in accordance with the Florida Building Code. A hardened community clubhouse or similar structure shall be constructed to withstand 150 mph winds, as an emergency shelter for the residents of any mobile home park phase shall address the provisions for Mitigation of Hurricane Preparedness Impacts as stipulated in 9J-2.0256(5) F.A.C.

V. BINDING EFFECT OF PLANS; RECORDING; AND EFFECTIVE DATE -

The Master Development Plan, including any and all supplementary Orders and Resolutions, and the Preliminary Plan, shall bind and inure to the benefit of the Applicant and his successor in title or interest. The PUD zoning, provisions of the Development Agreement and all approved plans, shall run with the land and shall be administered in a manner consistent with the zoning code, as amended.

This Order and Resolution and all subsequent Orders and Resolutions shall be filed with the Clerk of Court and recorded within sixty (60) days following execution of the document by the Volusia County Council, in the Official Records of Volusia County, Florida. One (1) copy of the document, bearing the book and page number of the Official Record in which the document was recorded, shall be submitted to the Growth and Resource Management Department. The date of receipt of this document by the Growth and Resource Management Department shall constitute the effective date of the PUD or its subsequent amendments. The Applicant shall pay all filing costs for recording documents.

W. CONCEPTUAL APPROVAL - The parties hereto acknowledge that reductions in density and/or intensity may, and do occur; and that minor changes to roadway design, location and size of structures, actual location of parking spaces, specific locations for land uses, and locations and design of stormwater storage, landscape buffers and upland buffers may result to comply with the land development code, as amended. Upon determination of the Zoning Enforcement Official, these revisions may be processed as minor amendments, as set forth in section 72-289 of the zoning code, as amended. The Applicant agrees to revise and record the revised Preliminary Plan, which reflects any such changes, with the Clerk of Court immediately following the expiration of the thirty (30) day period for appealing Development Review Committee (DRC) decisions to the County Council. A copy of the Revised Preliminary Plan, bearing the book and page number of the Official Record in which the document was recorded, shall be submitted to the Growth and Resource Management Department.

DONE AND ORDERED by the County Council of Volusia County, Florida,
this 19TH day of JANUARY, 2012.



ATTEST:
James T. Dinneen,
County Manager

VOLUSIA COUNTY COUNCIL

Frank T. Bruno, Jr.,
Chair

STATE OF FLORIDA
COUNTY OF VOLUSIA

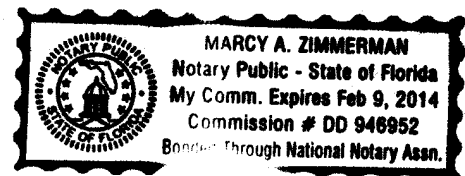
The foregoing instrument was acknowledged before me this 25th
day of January, 2012 (mo/yr) by James T. Dinneen and Frank T. Bruno,
Jr., as County Manager and Chair, Volusia County Council, respectively,
on behalf of the County of Volusia, and who are personally known to me.

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

Commission No.:

My Commission Expires:



WITNESSES:

Plantation Oaks of Ormond Beach, LLC

Joseph DeCicca
Bm Hm

Parker K. Mynchenberg, Managing Member

Ronnie Bledsoe, Partner

The foregoing instrument was acknowledged before me this 27th day of
January, 2012 (mo/yr) by the following who are personally known to
me or who produced identification:

Parker K. Mynchenberg Personally known ☒ Produced _____ as identification _____
Ronnie Bledsoe Personally known ☒ Produced _____ as identification _____

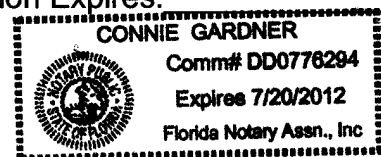
Connie Gardner
NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

Connie Gardner

Commission No.: _____

My Commission Expires:



December 4, 2015

**Volusia County
Staff (minor amendment)**

**Book 7201
Pages 1720-1753**

**IN RE: APPLICATION OF PARKER MYNCHENBERG, MANAGING MEMBER
PLANTATION OAKS OF ORMOND BEACH, L.L.C.**

**MINOR AMENDMENT TO ORDER AND RESOLUTION NO. 2012-24
PLANTATION OAKS OF ORMOND BEACH RPUD**

Whereas, Section 72-289(6) of the Zoning Ordinance of Volusia County, Florida provides for "Minor Amendments not altering the intent and purpose" of an approved Planned Unit Development's (PUD) Master Development Plan; and

Whereas, Parker Mynchenberg, Managing Member of Plantation Oaks of Ormond Beach, LLC, duly filed a request for a "Minor Amendment" to Order and Resolution No. 2012-24.

Whereas, Exhibit B, Preliminary Plan, Sheets 3-5 and 9-23 of 34, referred to in the Development Agreement Book 4988, Pages 179 through 181, and 185-198, are revised as shown; and Resolution No. 2012-24, Pages 7, 9, 21, 33, 34, 38, 39, 40, 42 are revised as shown.

Whereas, the Applicant would like to obtain Water, Sewer and Reuse Service from The City of Ormond Beach Florida in Accordance with Resolution No. 2015-168, or Book 7155, Pages 4437-4462 P.R.U.C.F.

Whereas, the Applicant would like to Revise Resolution No. 2012-24 to include the option of Constructing Lakes and Open Space in-lieu of a Golf Course.

Whereas, the Zoning Enforcement Official for Volusia County issued approval of such "Minor Amendment" by letter dated December 4, 2015, a copy of which is attached hereto and recorded herewith; the purpose of this Minor Amendment is to revise Exhibit "B", Preliminary Plan.

Now, therefore, Order and Resolution No. 2012-24 is hereby amended as such that the following pages thereof are replaced in their entireties:

Pages 7, 9, 21, 33, 34, 38, 39, 40, 42, and Exhibit "B", Preliminary Plan, prepared by Parker Mynchenberg & Associates, Inc., dated October 31, 2002, revised on May 1, 2009, and revised on September 15, 2015
are revised and hereto attached.

Said action has caused the preceding to be recorded in the Public Records of Volusia County, Florida.

Done and Ordered by the Zoning Enforcement Official for Volusia County, Florida, this 23RD day of December, 2015.

Volusia County Zoning Enforcement Official

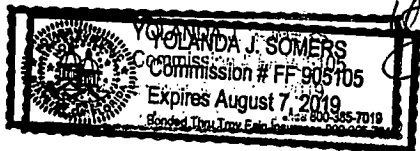
By: 
Scott Ashley

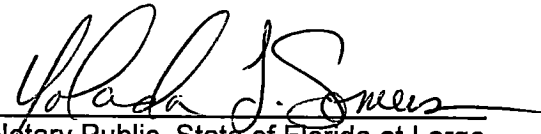
STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me, the undersigned authority, this day personally appeared Scott Ashley, well known to me to be the Zoning Enforcement Official for Volusia County, and he acknowledge(s) executing the foregoing Minor Amendment Modification under authority duly vested in them by said County as such officers and for the uses and purposes expressed therein.

WITNESS my hand and official seal this 23RD day of December, 2015.

My Commission expires:




Notary Public, State of Florida at Large

Plantation Oaks of Ormond Beach, LLC

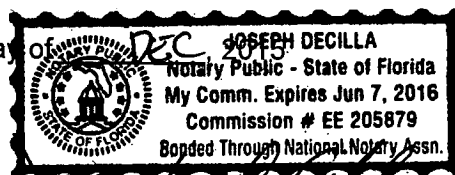
By: 
Parker Mynchenberg, P.E.
Managing Member

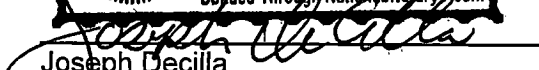
STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me, the undersigned authority, this day personally appeared Parker Mynchenberg, P.E., well known to me to be the Managing Member of Plantation Oaks of Ormond Beach, LLC, and he acknowledge(s) executing the foregoing Minor Amendment Modification under authority duly vested in them by said County as such officers and for the uses and purposes expressed therein.

WITNESS my hand and official seal this 18th day of DEC 2015

My Commission expires:




Joseph Decilla
Notary Public, State of Florida at Large

DEVELOPMENT- AGREEMENT

A. DEVELOPMENT CONCEPT - The property shall be developed as an RPUD, substantially in accordance with the Master Development Plan. The Master Development Plan shall govern the development of the property as an RPUD and shall regulate the future land use of this parcel. The parcel size is 1033.75 acres. The maximum number of dwellings proposed is 1577 units. The Development concept is based on a three phase Development with each phase divided into sub-phases. Each lot designated on the Preliminary Plan will include a single-family dwelling units and accessory structures. The Development will be an adult community with a minimum of 80% of the residents 55 years or older. Individual lots for single-family homes will be sold to the owner of the single family home. Individual sites for mobile homes will be leased to the owners of mobile homes.

1. Master Development Plan. The Master Development Plan shall consist of the Preliminary Plan and revised Preliminary Plan prepared by Parker Mynchenberg & Associates, Inc., dated July 2, 2002, and revised ~~October 31, 2002~~ September - 2015, and this Amended and Restated Development Agreement. The Preliminary Plan was previously approved and incorporated as Exhibit "B" in Order and Resolution No. 2002-199 and amendment recorded in OR Book 6407, Page 456, in the Public Records of Volusia County, Florida, and remains in full force and effect by reference. The Master Development Plan was filed and retained for public inspection in the Growth and Resource Management Department and it constitutes a supplement to the Official Zoning Map of Volusia County.

C. PHASES OF DEVELOPMENT - Phasing of the project is indicated on Sheet 6 of 34 of Preliminary Plan entitled Preliminary Phasing Plan, attached as Exhibit "B" to Order and Resolution No. 2002-199, and remains in full force and effect by reference. The following is a breakdown of the proposed phases by number of units and construction completion.

PHASE	# UNITS	BEGIN CONSTRUCTION	COMPLETE CONSTRUCTION
1	669	<u>2016</u> 2012	<u>2024</u> 2018
2	<u>427</u> 414	<u>2016</u> 2015	<u>2024</u> 2021
3	<u>481</u> 494	2021	2025
TOTAL	1,577		

The above schedule is estimated. The phasing and construction may be accelerated due to market demands or concurrent construction of phases. All land use/improvements assigned to each phase as referenced on the Preliminary Plan, Exhibit "B", and revised Preliminary Plan Exhibit B to Order and Resolution No. 2002-199 shall be provided.

D. LAND USES WITHIN THE PUD - The development of the parcel shall be consistent with the uses prescribed for each area within the proposed RPUD. The location and size of said land use areas are shown on Sheet 1 of 9 of Preliminary Plan entitled, Preliminary Zoning Plan, Exhibit "B" to Order and Resolution No. 2002-199, and amendment recorded in OR Book 6407, Page 456, in the Public Records of Volusia County, Florida, and remains in full force and effect by reference. The following land uses shall be allowed as permitted principal uses and structures along with their customary accessory uses and structures:

substituted for fifty (50) percent of the required four (4) Group A trees per 100 L.F. or shall consist of existing natural vegetation. Open space corridors adjacent to Old Dixie Highway and 1-95 shall consist of existing natural vegetation.

4. C - Conservation

- (a) Purpose and Intent - This classification is intended to provide protection for existing onsite wetlands and upland buffers. It is further intended to protect and preserve the natural environment of selected areas such as submerged grassy areas, coastal marshes, mangrove areas, estuaries and other important habitats; marine life and wildfowl; significant fresh water swamps and natural cypress and sawgrass areas that act as water retention areas; fishing, hunting and wildlife areas and any other unusual or unique feature or areas.
- (b) Permitted Principal Uses and Structures - Coastal marshes, Mangrove Areas and Estuaries Fishing, Hunting and Wildlife Management Areas Nature Trails
- (c) Dimensional Requirements - None
- (d) Off-Street Parking and Loading Requirements - None
- (e) Types of Signs Permitted
 - (1) Permanent Wetland or Upland Buffer Information Signage

5. R - Recreation

- (a) Purpose and Intent - The Recreation (R) Classification encourages the development of a full range of sport, active and passive uses.

of the project does not have any historical or archaeological significance. The status of the Old Kings Road right-of-way will be reviewed during the development review process.

G. SEWAGE DISPOSAL, POTABLE WATER, AND SITE IRRIGATION - The project site shall be served by City of Ormond Beach ~~Volusia County~~ Utilities in accordance with the comprehensive plan, the land development code, and State of Florida Administrative Code 64E-6 and 64E-8.

The onsite sewage collection system, water distribution system and effluent reuse system for golf course irrigation will be designed in accordance with City of Ormond Beach ~~Volusia County~~ specifications, and will be owned and operated by City of Ormond Beach ~~Volusia County~~. Reuse disposal will be required on the golf course with the (OS) zoning designation. Reuse when available will be required to irrigate lots or roadways. Dry lines or reuse mains may be required in the Development. A temporary septic system may be utilized for sewage disposal for the golf course, golf and park maintenance facilities, and restrooms until central utility to that phase is available.

Site irrigation may ~~will~~ consist of two (2) separate irrigation systems. One system will irrigate the golf course and golf facilities. The system will be designed to draft irrigation from the onsite lake and ribbon pond and will be designed to accept effluent reuse as it becomes available.

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be purple and meet City of Ormond Beach ~~Volusia County~~ requirements for effluent reuse so, in the future, if reuse is available in excess of the golf course demands, the irrigation mains will be plumbed to convert to reuse in the future.

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- (c) Entrance to Phase 3.
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The applicant proposes to donate a 23.11-acre school site as indicated on the Preliminary Plan, to the Volusia County School Board. The site will front on Plantation Oaks Boulevard. A twelve-inch (12") potable water main and an eight-inch (8") sanitary force main shall be provided by the Applicant to the site with the Phase I improvements. The appraised value of the school site at the time of donation will be credited against the Phase I and subsequent phases School Impact Fees.

The Applicant proposes to dedicate a one and one half (1%) acre fire station site located within the project and adjacent to and easterly of proposed Plantation Oaks Boulevard. The appraised price of the fire station site will be credited against the Phase I Fire Impact Fee.

City of Ormond Beach ~~Volusia County~~ shall provide utilities to the site, a Master Utility Agreement will be prepared and executed between the Applicant and City of Ormond Beach ~~Volusia County~~ for the entire development. As phases are developed, Supplemental Utility Agreements will be prepared based on the equivalent residential units (ERCs) in each phase.

~~Due to the fact that the Applicant has agreed to pay the School Impact Fee for all dwellings, and in consideration of the magnitude of the water, sewer and reuse infrastructure improvements and associated costs, which are borne by the Applicant, the~~

~~County agrees in the Master Utility Agreement, to allow dry line permitting and construction of the water, sewer and reuse improvements in Phase I prior to payment of water and sewer impact fees.~~

~~Execution of phased Supplemental Utility Agreements and payment of required water and sewer impact fees are due and payable per City of Ormond Beach requirement prior to requesting clearance of the facilities for service. Guaranteed revenues will commence twelve (12) months after execution of the Supplemental Utility Agreement for each phase of sub-phase.~~

P. MODEL HOMES - Concurrent with construction and completion of the infrastructure, the Applicant may permit and construct model homes. The maximum number of models allowed cannot exceed 20% (twenty percent) of the total lots or spaces in the sub-phase under construction. Construction cannot commence until fire protection and stabilized access is provided. No model home will receive a final C.O. (Certificate of Occupancy) until the infrastructure for the phase is completed and approved by the City of Ormond Beach (for Utilities), Volusia County.

Q. SIGNAGE - The Preliminary Development Plan (Sheet 24 of 34), as indicated in Exhibit "B" of Order and Resolution No. 2002-199, includes details, size, structure, and copy area for the signage proposed for the Development.

Major signs as indicated on the Preliminary Development Plan, are proposed at the Entrance to Phase 1, 2 and 3. Minor signs, as indicated on the Preliminary Development Plan, are proposed at the Golf Clubhouse entrance and at the

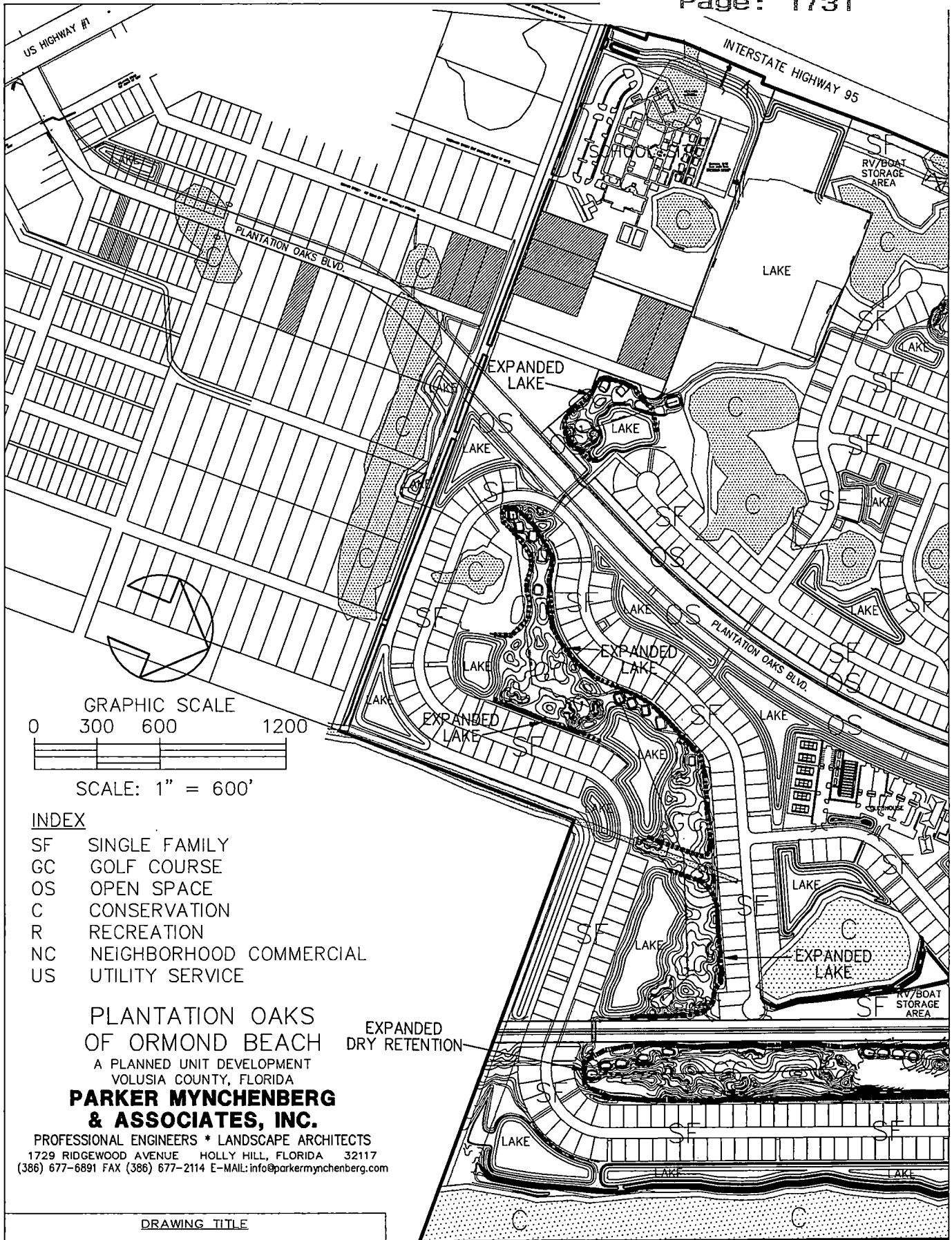
U. CLUBHOUSE AND GOLF CLUBHOUSE CONSTRUCTION STANDARDS -

The Golf Clubhouse and Community Clubhouses will be built concurrently with construction of the Golf Course or with construction of the infrastructure of each phase and designed and constructed in accordance with the Florida Building Code. A hardened community clubhouse or similar structure shall be constructed to withstand 150 mph winds, as an emergency shelter for the residents of any mobile home park phase shall address the provisions for Mitigation of Hurricane Preparedness Impacts as stipulated in 9J-2.0256(5) F.A.C.

V. BINDING EFFECT OF PLANS; RECORDING; AND EFFECTIVE DATE -

The Master Development Plan, including any and all supplementary Orders and Resolutions, and the Preliminary Plan, shall bind and inure to the benefit of the Applicant and his successor in title or interest. The PUD zoning, provisions of the Development Agreement and all approved plans, shall run with the land and shall be administered in a manner consistent with the zoning code, as amended.

This Order and Resolution and all subsequent Orders and Resolutions shall be filed with the Clerk of Court and recorded within sixty (60) days following execution of the document by the Volusia County Council, in the Official Records of Volusia County, Florida. One (1) copy of the document, bearing the book and page number of the Official Record in which the document was recorded, shall be submitted to the Growth and Resource Management Department. The date of receipt of this document by the Growth and Resource Management Department shall constitute the effective date of the PUD or its subsequent amendments. The Applicant shall pay all filing costs for recording documents.



GRAPHIC SCALE
0 300 600 1200
SCALE: 1" = 600'

INDEX

SF SINGLE FAMILY
GC GOLF COURSE
OS OPEN SPACE
C CONSERVATION
R RECREATION
NC NEIGHBORHOOD COMMERCIAL
US UTILITY SERVICE

PLANTATION OAKS OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

PARKER MYNCHENBERG & ASSOCIATES, INC.

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

DRAWING TITLE

ANNOTATED LAND USE PLAN

PAGE 1 OF 3

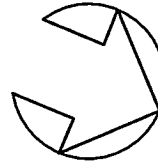
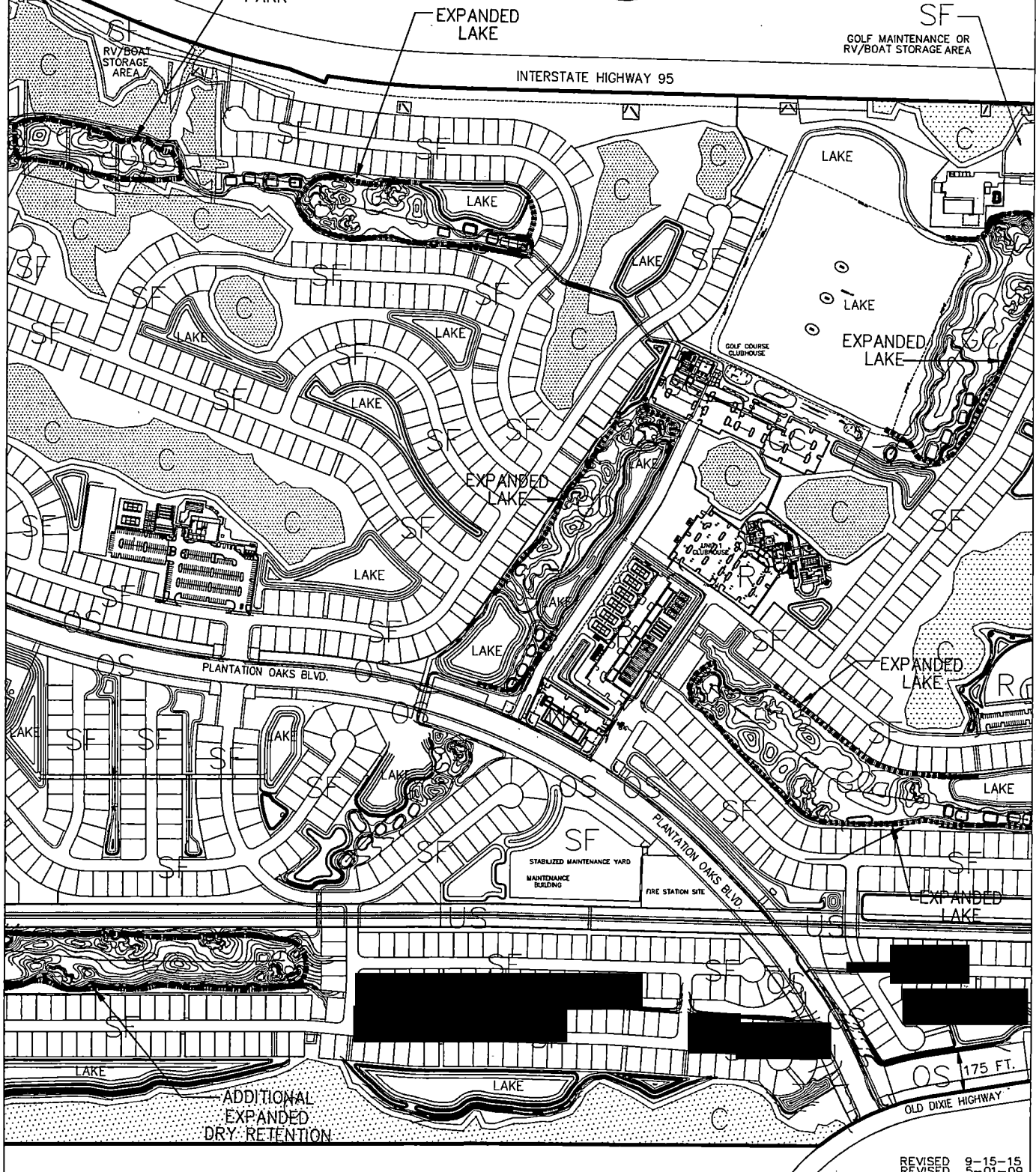
REVISED 9-15-15
REVISED 5-01-09
SHEET 3 OF 34

PLANTATION OAKS
OF ORMOND BEACHA PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA**PARKER MYNCHENBERG
& ASSOCIATES, INC.**PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

PAGE 2 OF 3

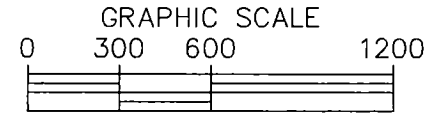
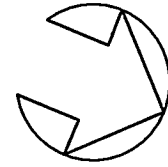
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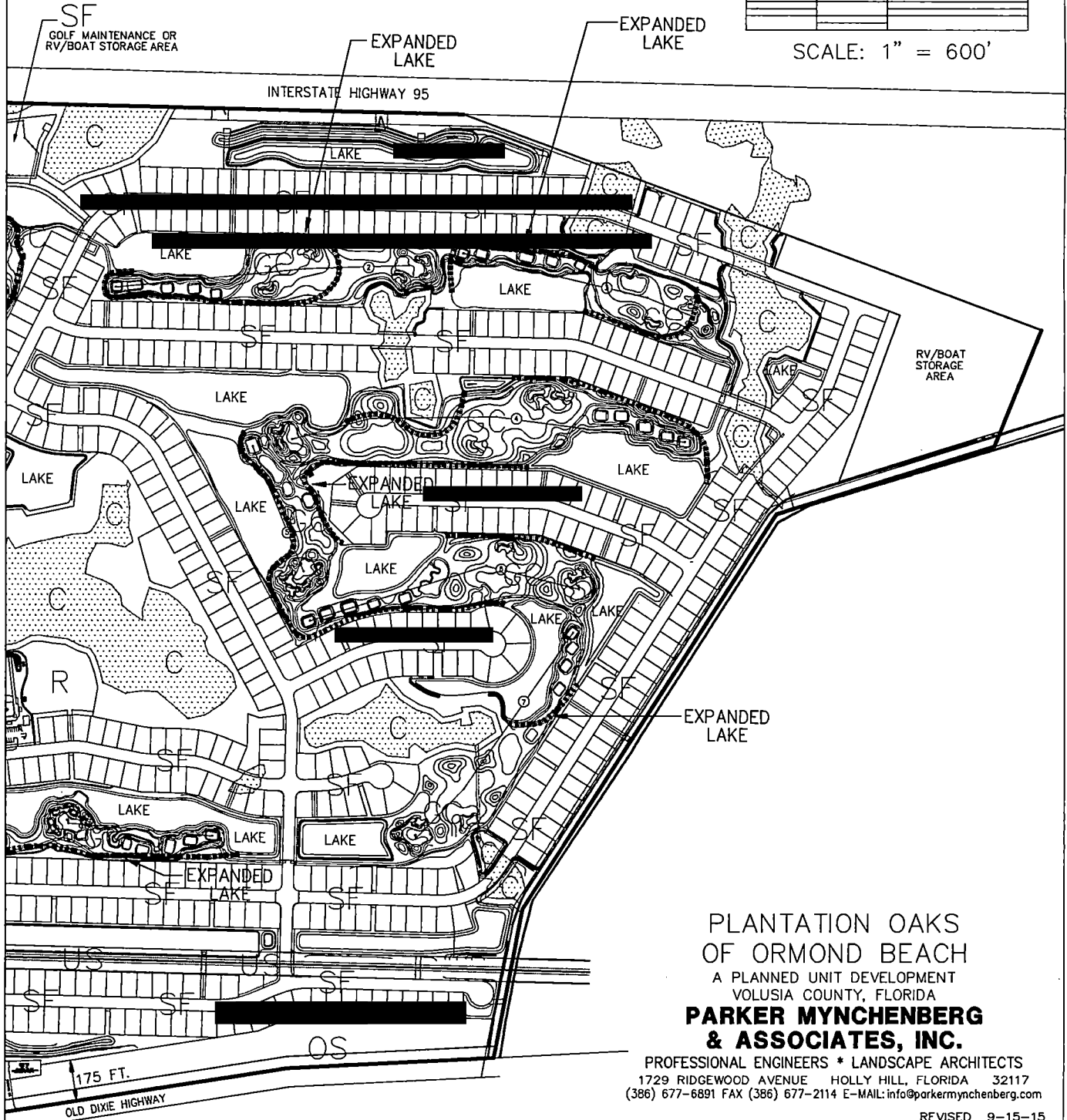
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SFGOLF MAINTENANCE OR
RV/BOAT STORAGE AREAREVISED 9-15-15
REVISED 5-01-09

SHEET 4 OF 34

Instrument# 2015-240433 # 14
 Book: 7201
 Page: 1733



SCALE: 1" = 600'



PLANTATION OAKS
 OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
 VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
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REVISED 9-15-15
 REVISED 5-01-09
 REVISED 4-02-07

DRAWING TITLE

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ANNOTATED LAND USE PLAN

SHEET 5 OF 34

PLANTATION OAKS
OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

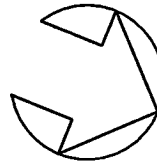
**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

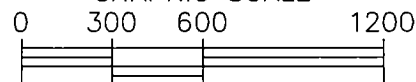
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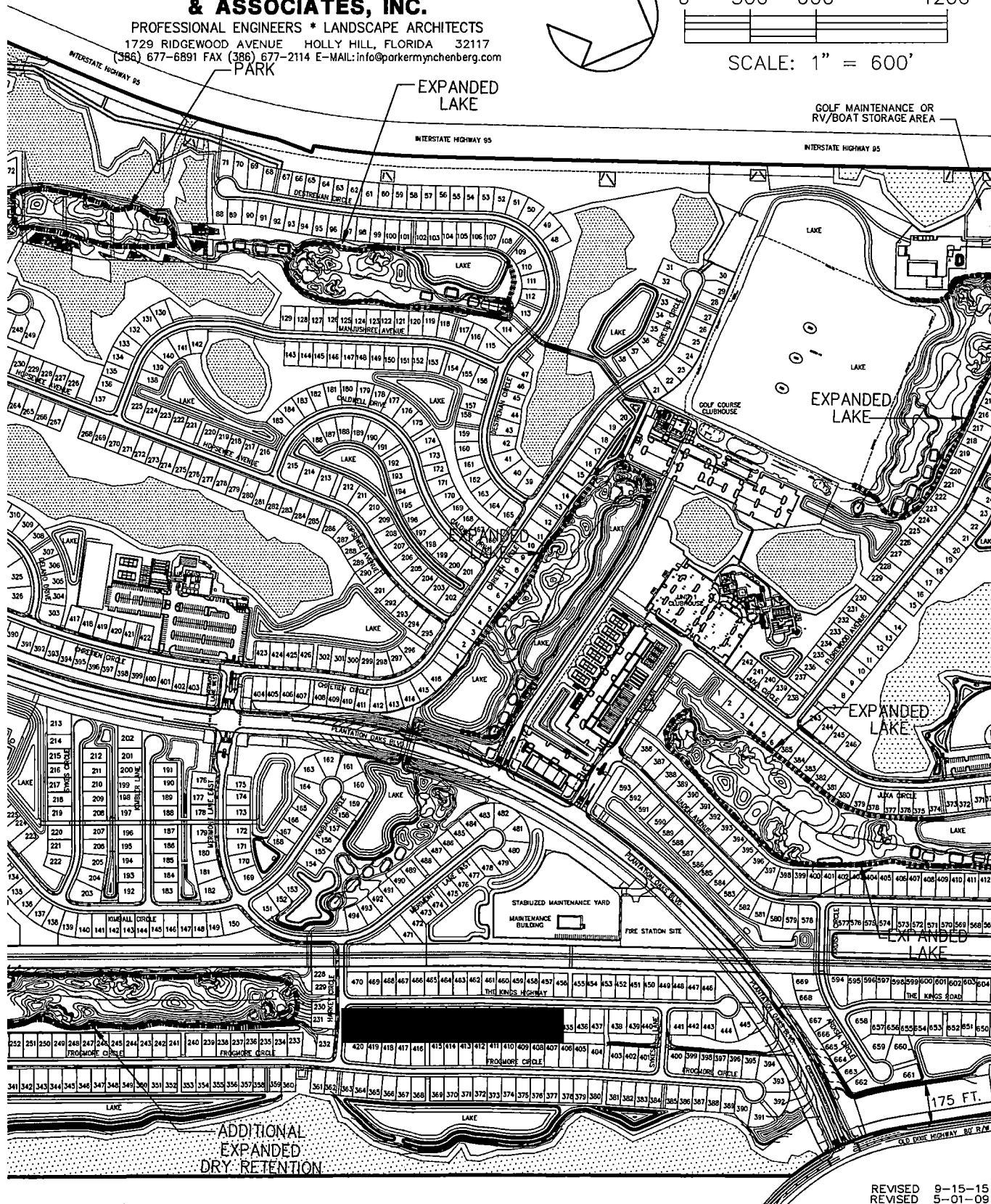
MASTER DEVELOPMENT PLAN



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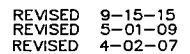


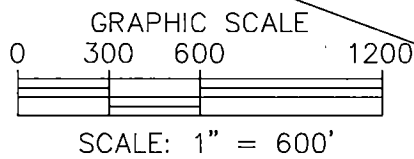
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REVISED 9-15-15
REVISED 5-01-09

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A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA
**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

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MASTER WATER PLAN

REVISED	9-15-15
REVISED	5-01-09

SHEET 12 OF 34

PLANTATION OAKS OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

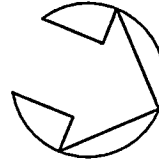
PARKER MYNCHENBERG & ASSOCIATES, INC.

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1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
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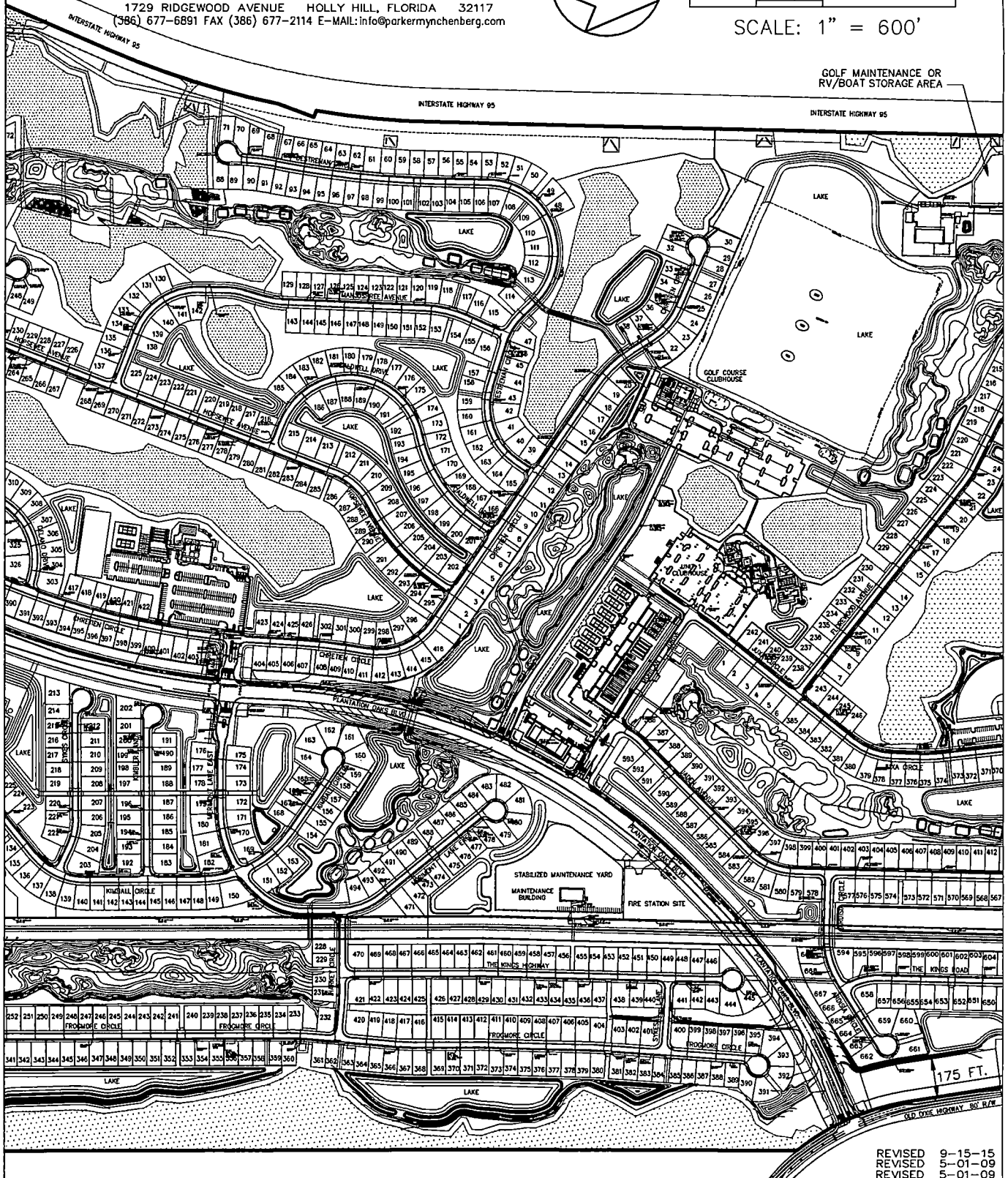
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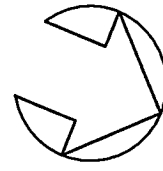


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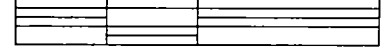


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REVISED 5-01-09
REVISED 5-01-09

SHEET 13 OF 34



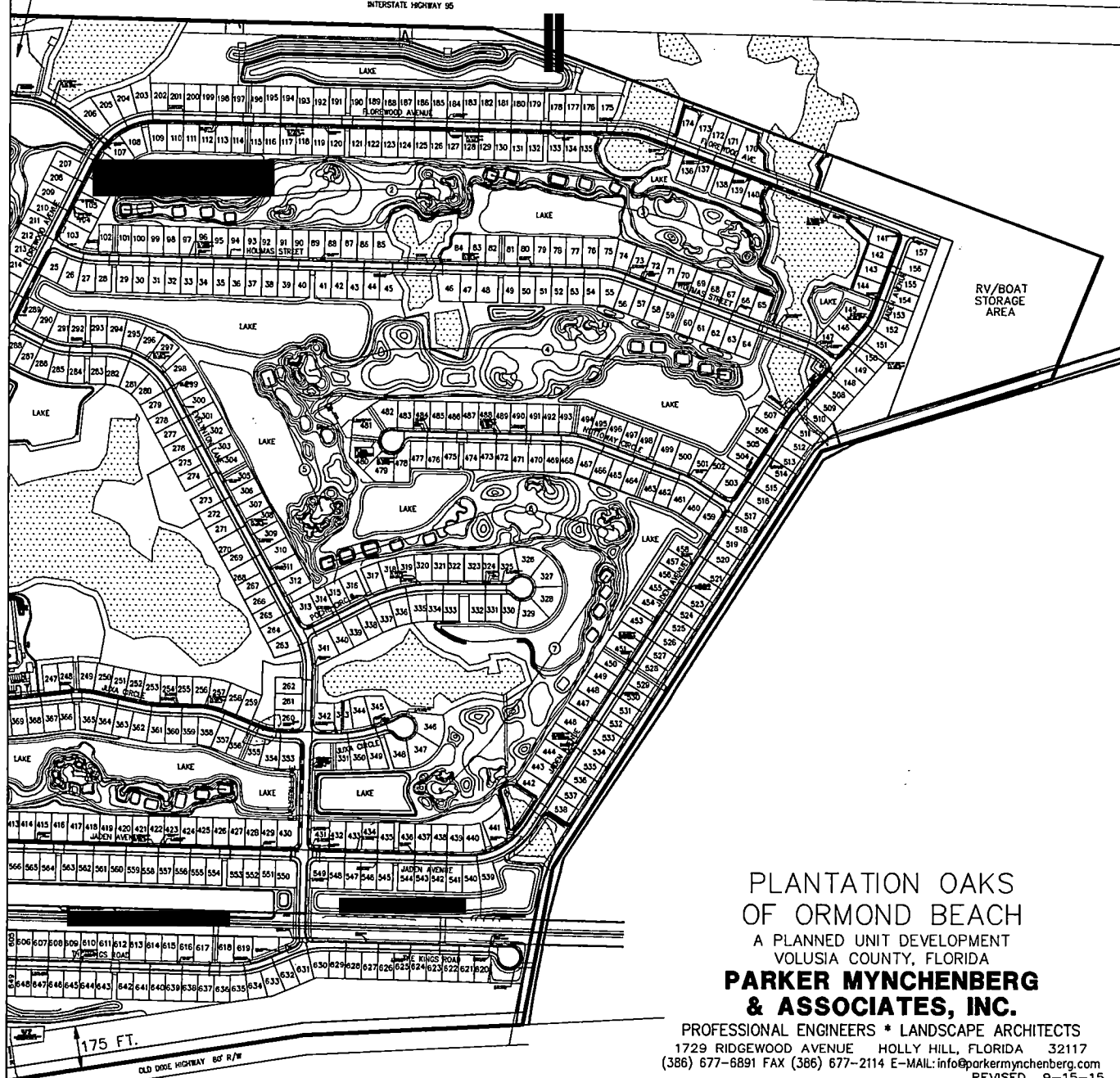
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RV/BOAT STORAGE AREA

INTERSTATE HIGHWAY 95



175 FT.

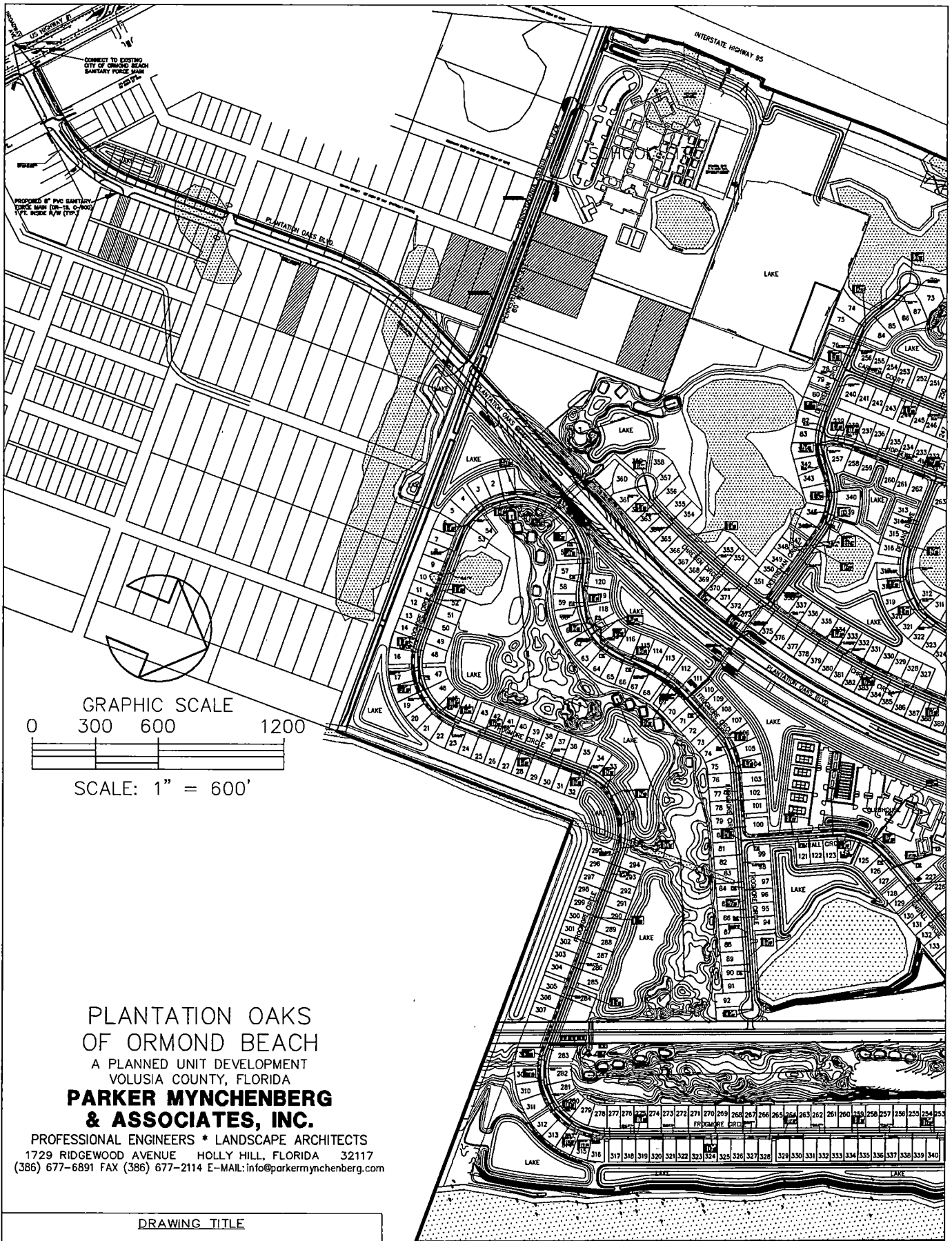
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REVISÉ 5-01-09
REVISÉ 4-02-07
~~REVISÉ 4-02-07~~

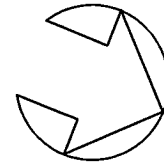
MASTER WATER PLAN

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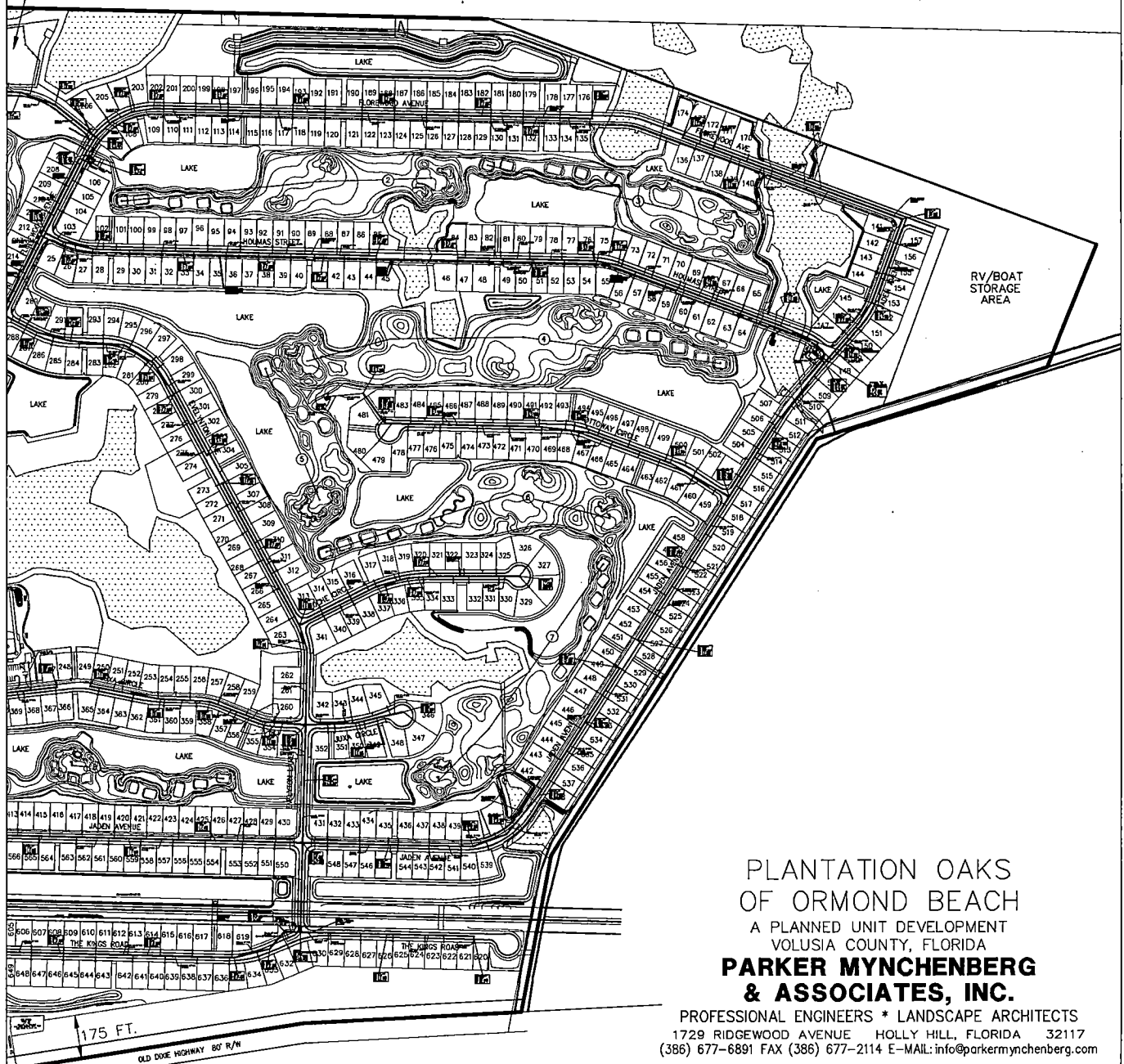
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— GOLF MAINTENANCE OR
RV/BOAT STORAGE AREA

INTERSTATE HIGHWAY 95



PLANTATION OAKS OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

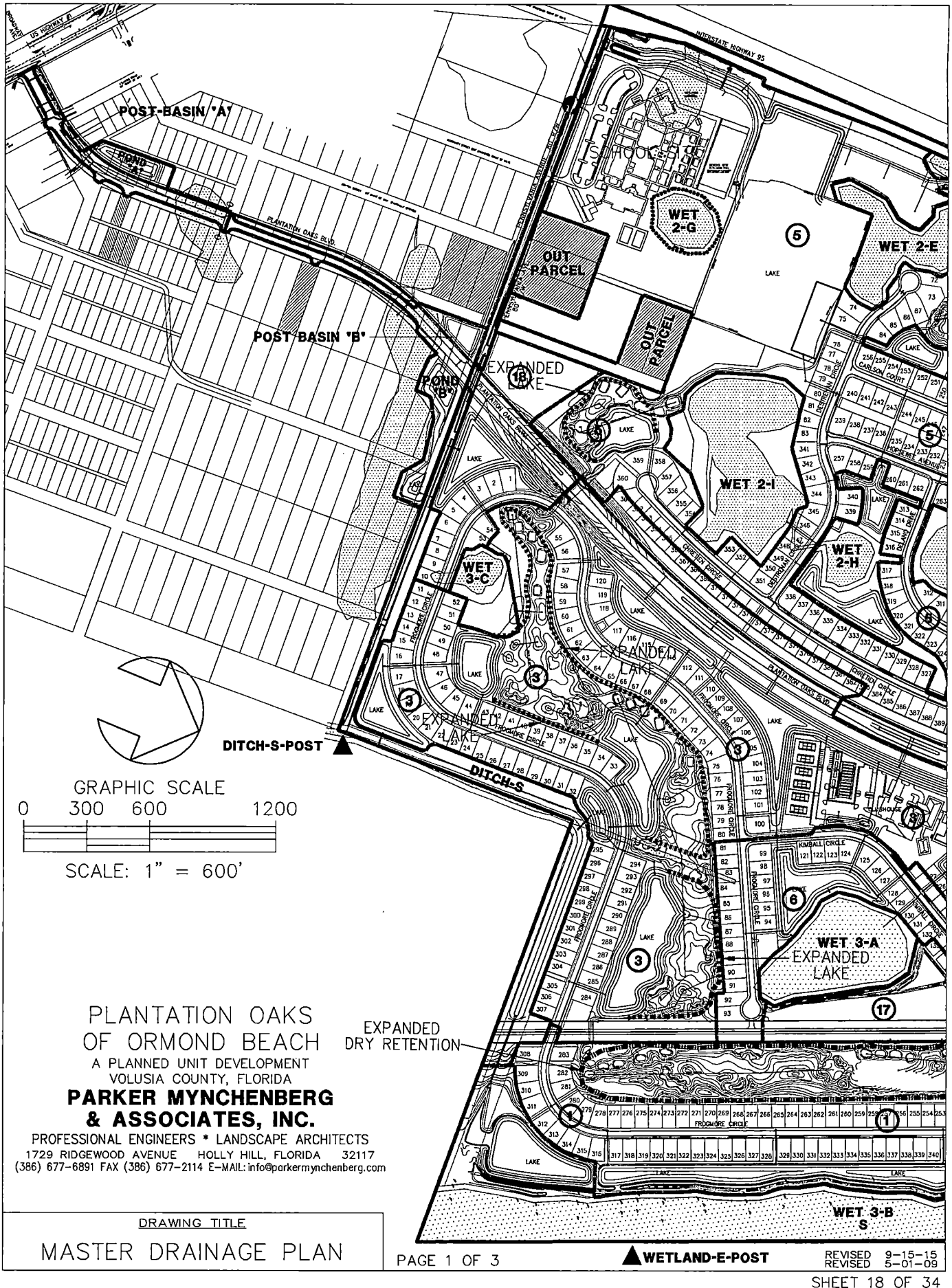
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REVISED 5-01-09
REVISED 4-02-07

DRAWING TITLE

MASTER SEWER PLAN

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PLANTATION OAKS
OF ORMOND BEACHA PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA**PARKER MYNCHENBERG
& ASSOCIATES, INC.**PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
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(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

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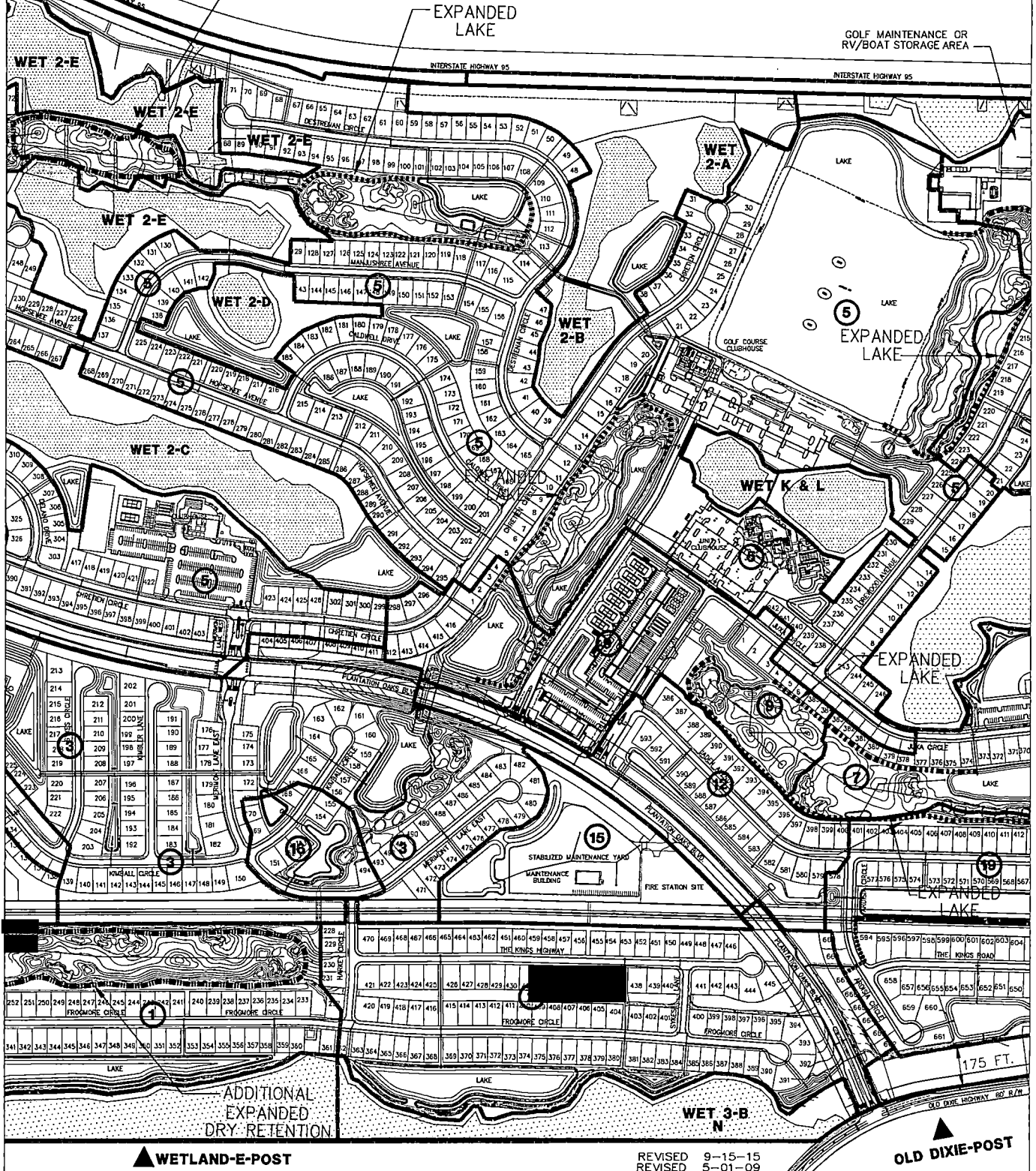
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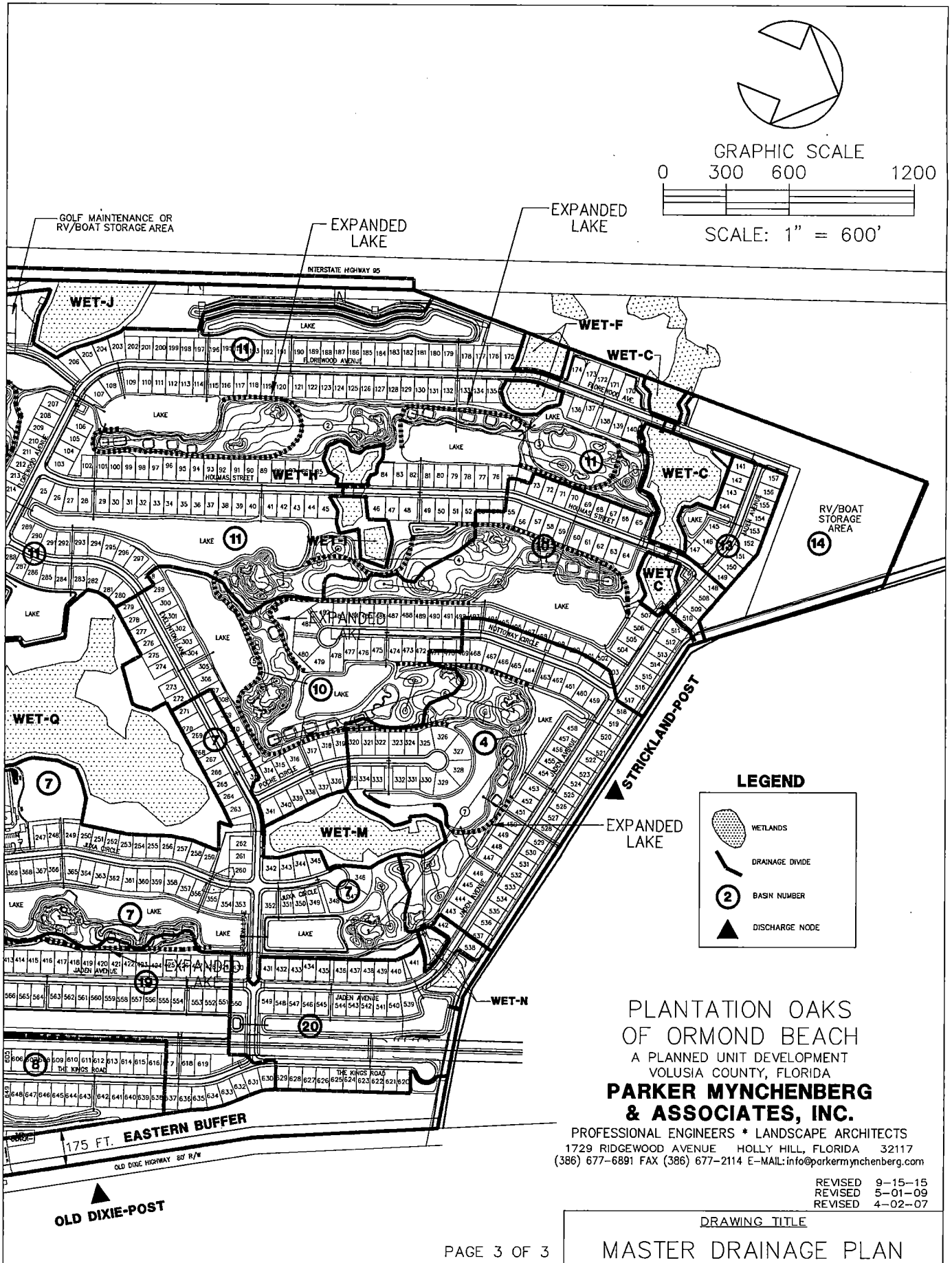
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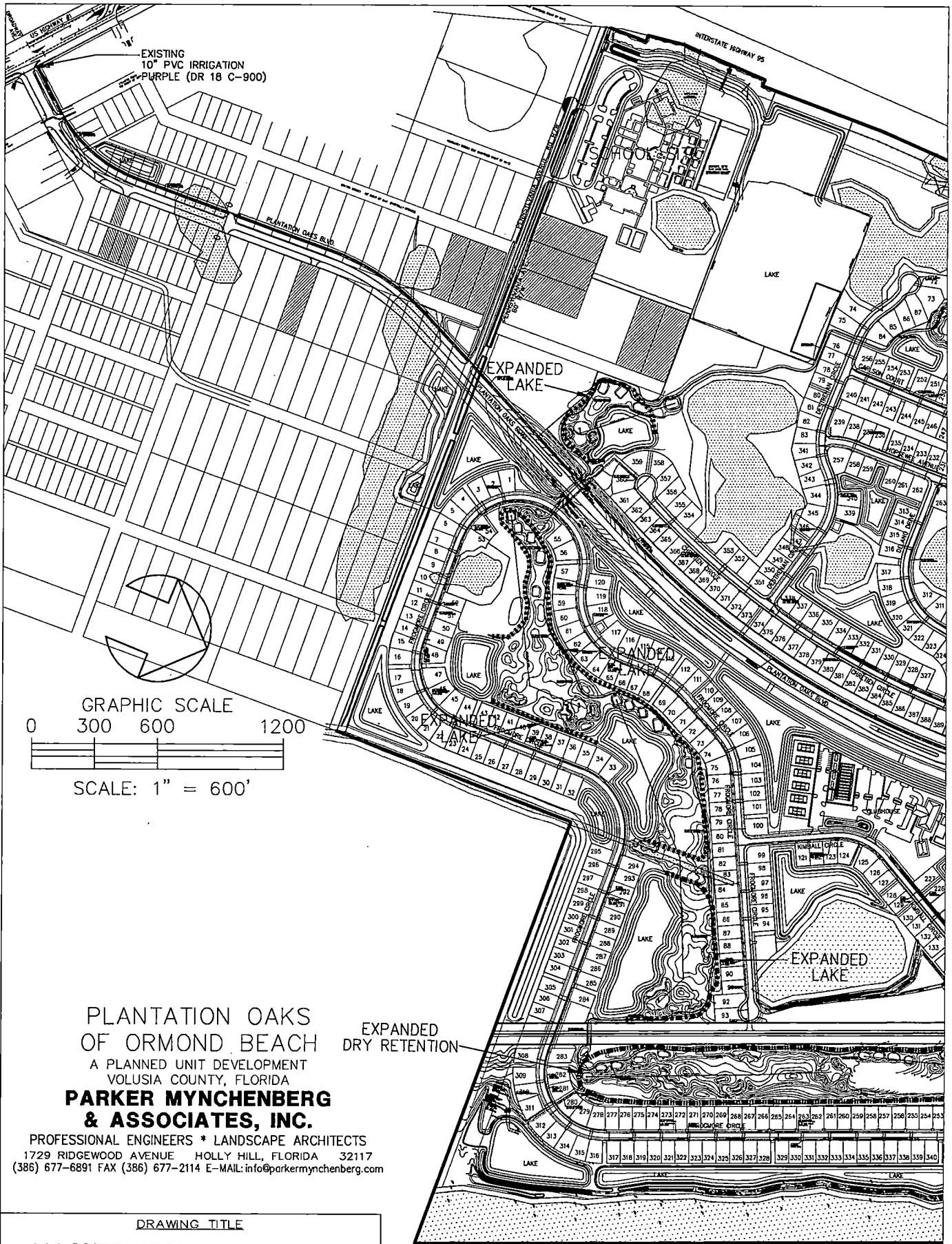


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SHEET 19 OF 34





PLANTATION OAKS
OF ORMOND BEACH
A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA
**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

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DRAWING TITLE

MASTER IRRIGATION PLAN

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REVISED	9-15-15
REVISED	5-01-09

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PLANTATION OAKS OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

PARKER MYNCHENBERG & ASSOCIATES, INC.

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(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

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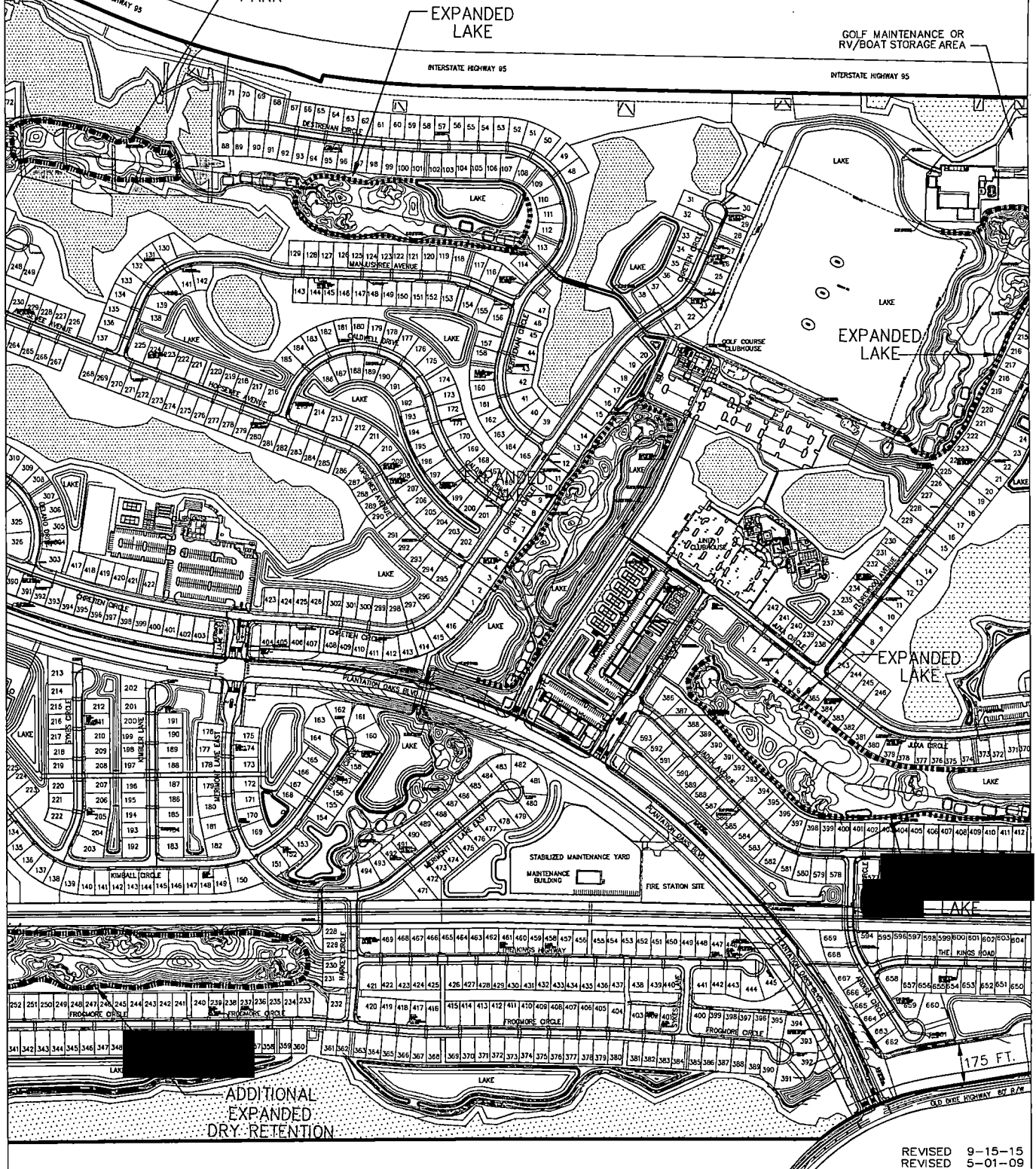
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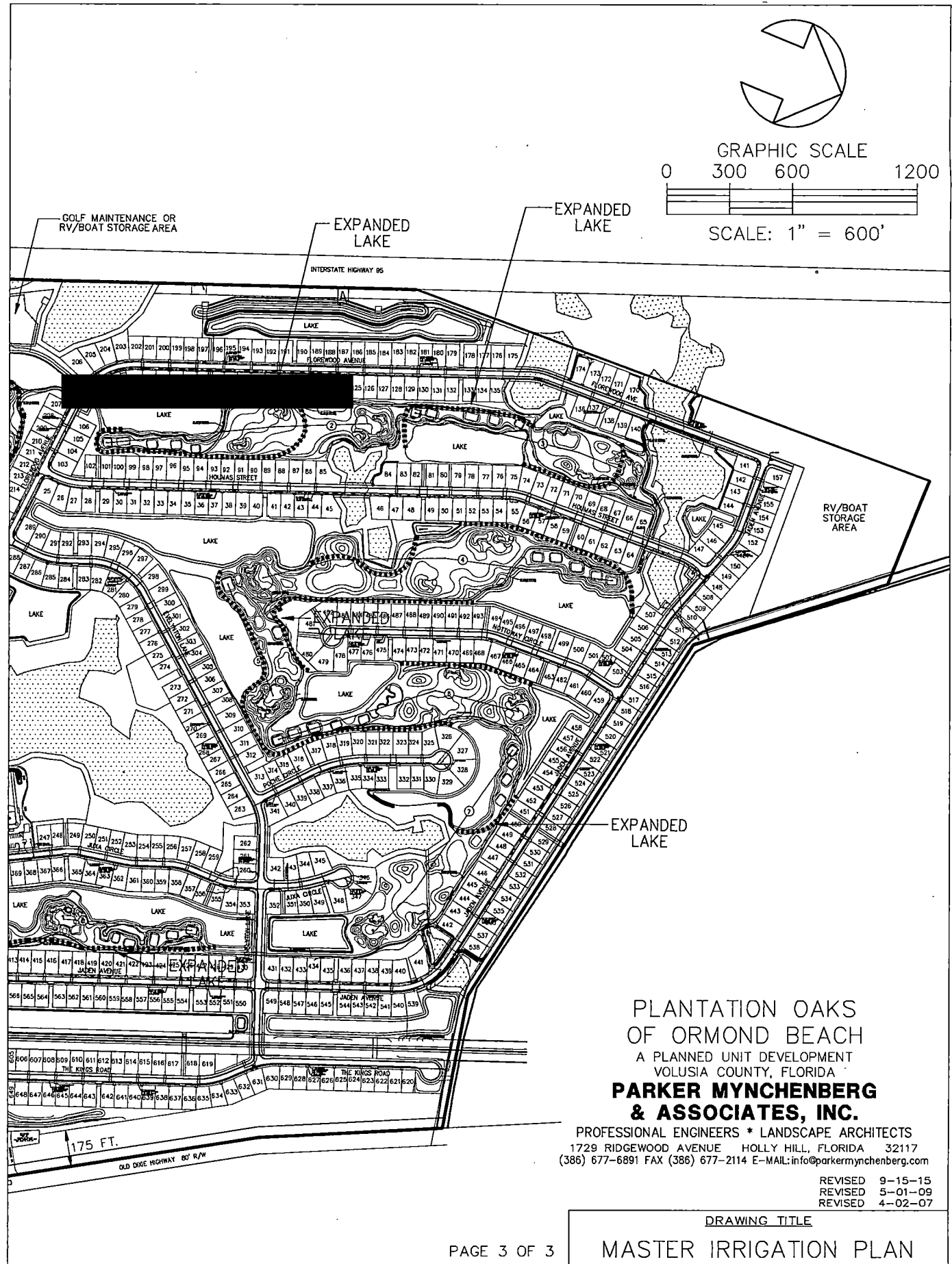


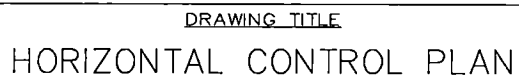
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REVISED 5-01-09

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Instrument# 2015-240433 # 31
 Book: 7201
 Page: 1750

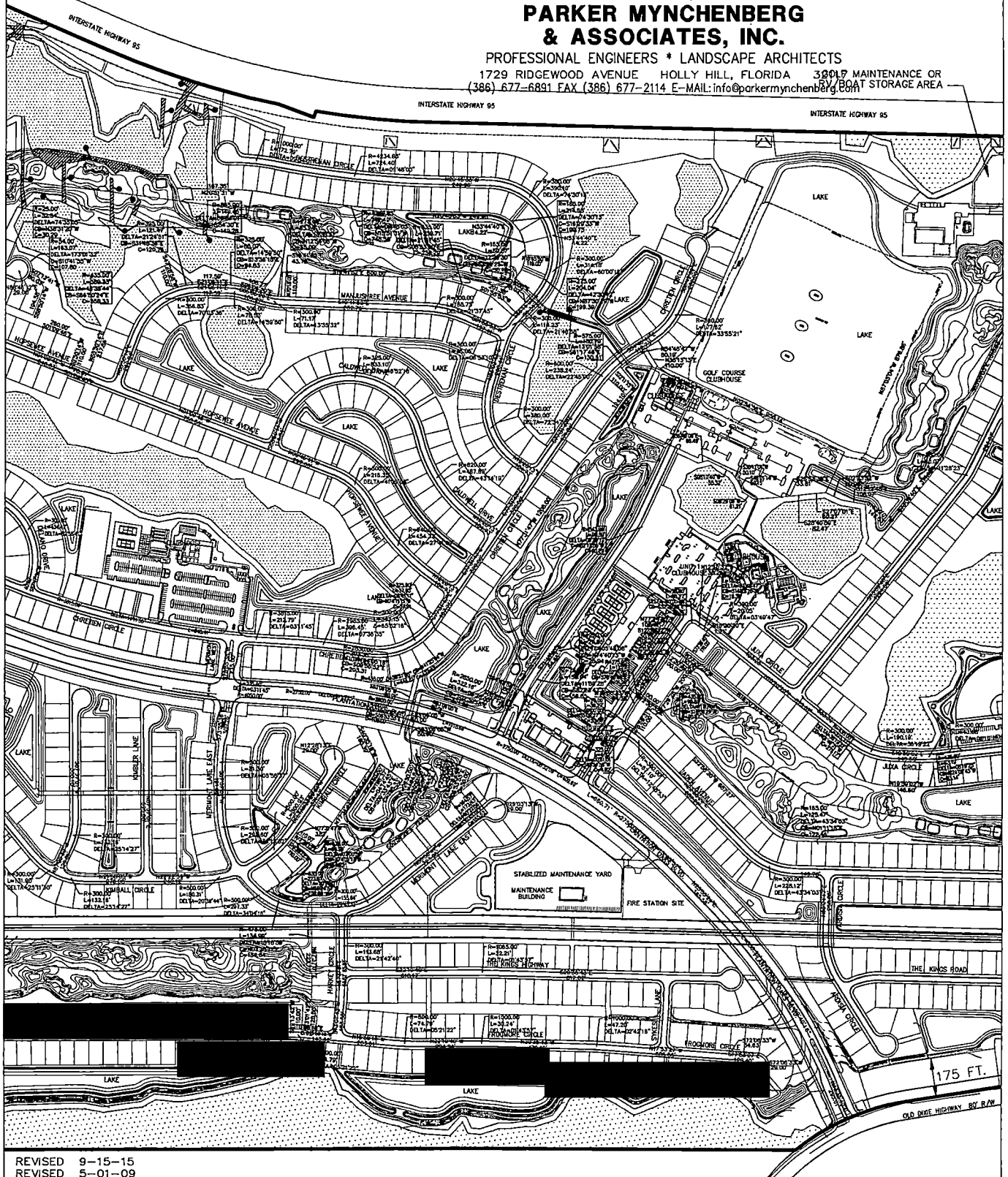
PAGE 2 OF 3

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HORIZONTAL CONTROL PLAN

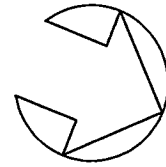
PLANTATION OAKS
OF ORMOND BEACHA PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS

1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32019 MAINTENANCE OR
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com BOAT STORAGE AREA

REVISED 9-15-15
 REVISED 5-01-09

SHEET 33 OF 34



0 300 600 1200



SCALE: 1" = 600'

— GOLF MAINTENANCE OR
RV/BOAT STORAGE AREA

INTERSTATE HIGHWAY 95

RV/BOAT
STORAGE
AREA

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

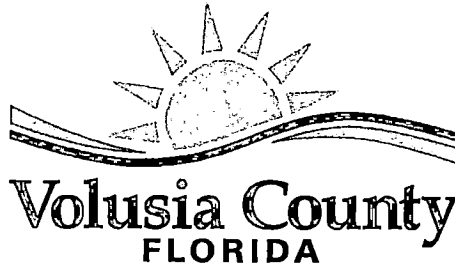
REVISED 9-15-15
REVISED 5-01-09
REVISED 4-02-07

DRAWING TITLE

PAGE 3 OF 3

HORIZONTAL CONTROL PLAN

SHEET 34 OF 34



**Growth and Resource Management
Planning and Development Services**

December 4, 2015

Mr. Parker Mynchenberg, P.E.
Parker Mynchenberg & Associates
1729 Ridgewood Avenue
Holly Hill, FL 32117

**RE: Rendition letter for MA-16-004
Minor Amendment Request
Plantation Oaks of Ormond Beach RPUD - Resolution 2012-24**

Dear Mr. Mynchenberg:

This office has not received any objections from the Volusia County Council regarding your requested minor amendment to the above-referenced resolution for the Plantation Oaks Residential Planned Unit Development (RPUD) zoned property. Therefore, the request to amend the RPUD written development agreement is hereby approved.

The requested amendment modifies certain provisions of the development agreement sections as follows:

Sections A.1. Master Development Plan; C. Phases of Development; 3. OS - Open Space subsection (d); G. Sewage Disposal, Potable Water and Site Irrigation; M. Tree Surveys and Replacements Requirements; O. Volusia County Impact Fees; P. Model Homes; and U. Clubhouse and Golf Clubhouse Construction Standards of the agreement.

These minor modifications are more specifically described below:

- Revision date for the new RPUD Preliminary Plan.
- Revises the project phasing schedule.
- Revision to allow use of natural vegetation within the internal street landscape buffer.
- Revises several sections to change the project water and sewer provider from Volusia County Utilities to the City of Ormond Beach.
- Revises the language for concerning when the golf or community clubhouses will be constructed.

Mr. Parker Mynchenberg, P.E.
December 4, 2015
Page 2

The Development Agreement is enclosed and requires the property owner(s) signature with notarization. Please return the document with a check made payable to the Clerk of Court in the amount of \$290.50 for the recording fees to:

Volusia County
Attention: Sara Payne, Room 202
Thomas C. Kelly Administration Center
123 W. Indiana Avenue
DeLand, FL 32720

The fee was calculated at the rate of \$10.00 for the first page and \$8.50 for each additional page (34 pages). The county staff will then have the agreement signed by the Volusia County Growth and Resource Management Director and sent for recording into the public records of Volusia County. Once the Clerk of Court provides the recorded document, county staff will provide you with the executed document with the official record book and page number stamp for your records.

The applicant is advised that any use or development of the subject property will be required to meet concurrency and other requirements of the adopted Volusia County

Please provide a copy of this letter and the recorded minor amendment document to the Land Development office and Building Permit office to assist in granting of any applicable development order and building permits.

If there are any questions about this process, please contact this office at (386) 736-5959.

Sincerely,


Scott Ashley, AICP
Senior Zoning Manager

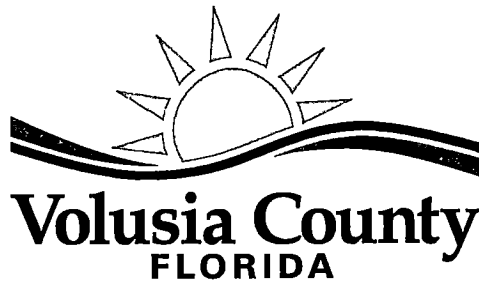
Enclosure

C: Kelli McGee, Director, Growth & Resource Management Department
Palmer Panton, Director, Planning & Development Services Division
John Thomson, AICP, Land Development Manager
Shannon Eller, Assistant County Attorney
Marcy Zimmerman, Deputy Clerk
Zoning Technicians
Case file MA-16-004

July 15, 2016

**Volusia County
Staff (minor amendment)**

**Book 7285
Pages 4169-4175**



Growth and Resource Management
Planning and Development Services

July 15, 2016

Mr. Parker Mynchenberg, P.E.
Managing Member
Plantation Oaks of Ormond Beach, LLC
1729 Ridgewood Avenue
Holly Hill, FL 32117

**RE: Rendition letter for MA-16-059 (RSN 844626)
Minor Amendment to Resolution 2012-24
Plantation Oaks of Ormond Beach Residential Planned Unit Development
(RPUD)**

Dear Mr. Mynchenberg:

This office has not received any objections from the Volusia County Council regarding your requested minor amendment to the above-referenced resolution for the Plantation Oaks of Ormond Beach Residential Planned Unit Development (RPUD) zoned property. Therefore, the request to amend the RPUD written development agreement is hereby approved.

The requested amendment modifies certain provisions of the development agreement section as follows:

- Amend Exhibit "B", Preliminary Plan, Sheets 3, 9, 12, 15, 18, 21, 28 and 32 of 34 referred to in the Development Agreement Book 4988, Pages 179 through 181, and 185-198, revised as shown; and Resolution No. 2012-24, Pages 7 and 39 revised as shown.
- Provide to the School Board of Volusia County an alternate school site and pre-pay school impact fees for the entire development.
- Amend Resolution No. 2012-24 to release the Plantation Oaks of Ormond Beach school site and reserve Future Development Rights on the site.

**IN RE: APPLICATION OF PARKER MYNCHENBERG, MANAGING MEMBER
PLANTATION OAKS OF ORMOND BEACH, L.L.C.**

**MINOR AMENDMENT TO ORDER AND RESOLUTION NO. 2012-24
PLANTATION OAKS OF ORMOND BEACH RPUD**

Whereas, Section 72-289(6) of the Zoning Ordinance of Volusia County, Florida provides for "Minor Amendments not altering the intent and purpose" of an approved Planned Unit Development's (PUD) Overall Development Plan; and

Whereas, Parker Mynchenberg, Managing Member of Plantation Oaks of Ormond Beach, LLC, duly filed a request for a "Minor Amendment" to Order and Resolution No. 2012-24.

Whereas, Exhibit "B", Preliminary Plan, Sheets 3, 9, 12, 15, 18, 21, 28 and 32 of 34 referred to in the Development Agreement Book 4988, Pages 179 through 181, and 185-198, are revised as shown; and Resolution No. 2012-24, Pages 7 and 39 are revised as shown.

Whereas, the Applicant would like to provide to the School Board of Volusia County an alternate school site and pre-pay school impact fees for the entire development.

Whereas, the Applicant would like to Revise Resolution No. 2012-24 to release the Plantation Oaks of Ormond Beach school site and reserve Future Development Rights on the site.

Whereas, the Zoning Enforcement Official for Volusia County issued approval of such "Minor Amendment" by letter dated July 15, 2016, a copy of which is attached hereto and recorded herewith; the purpose of this Minor Amendment is to revise Exhibit "B", Preliminary Plan.

Now, therefore, Order and Resolution No. 2012-24 is hereby amended by deleting certain language as shown by strikethrough and adding certain language by underline, as shown as such that the following development agreement sections and noted Exhibit "B", Preliminary Plan changes thereof are replaced in their entireties:

A. DEVELOPMENT CONCEPT

...

1. Master Development Plan. The Master Development Plan shall consist of the Preliminary Plan and revised Preliminary Plan prepared by Parker Mynchenberg & Associates, Inc., dated July 2, 2002 and revised May 01, 2009, September 15, 2015, and April 30, 2016. The Preliminary Plan was previously approved and incorporated as Exhibit "B" in Order and Resolution No. 2002-199 and amendment recorded in OR Book 6407, Page 456, and Order and Resolution No. 2012-24

and amendment recorded in OR 7201, Page 1720, in the Public Records of Volusia County, Florida, and remains in full force and effect by reference. The Master Development Plan was filed and retained for public inspection in the Growth and Resource Management Department and it constitutes a supplement to the Official Zoning Map of Volusia County.

E. DEVELOPMENT STANDARDS.

1. SF - Single-Family Standard, Single-Family Zero Lot Line Villas or Single-Family Mobile Home Dwellings

...

(b) Permitted Uses and Structures

- (1) Single-Family Dwellings
 - a) Single-Family Standard
 - b) Single-Family Zero Lot Line Villas
 - c) Mobile Homes
- (2) RV, Boat and Trailer Storage
- (3) Contractors Storage Yard (serving Plantation Oaks Development)
- (4) Maintenance Facilities
- (5) Temporary Sales Office
- (6) Model Center
- (7) Recreational Facilities
- (8) Entrance Guard Pavilion
- (9) Gazebos, Pavilions, Docks, Bleachers, and Decks.
- (10) Free Standing Restroom Facilities.
- (11) Utility Service Uses and Facilities, including treated sewage storage and disposal according to regulations of the Florida Department of Environmental Protection, access roads, and water treatment and storage facilities.
- (12) Excavations for Lakes and Stormwater Management Facilities serving the Community.
- (13) Service Area may include, but not be limited to irrigation well and pump, temporary storage of setup materials and maintenance equipment.
- (14) Communication systems, cable TV, antenna (maximum height 70 feet), and equipment.
- (15) Temporary Tree Farm/Plant Nursery for development use.
- ~~(16)~~ School Site
- ~~(17)~~(16) Fire Station

I. ACCESS AND TRANSPORTATION SYSTEM IMPROVEMENTS - All access and transportation system improvements shall be provided in accordance with the Land Development Code, as amended. The parcel shall be developed in substantial accordance with the following access and transportation system improvements.

1. Access. As part of the Phase 1 construction, Broadway Avenue, a 100 foot wide dedicated County road will be constructed from U.S. 1 to Old Dixie Highway per the Preliminary Development Plan. The 100-foot right-of-way will be renamed to Plantation Oaks Boulevard. A traffic study has been prepared by Traffic, Planning & Design, Inc. The number of driveways onsite proposed to intersect the Plantation Oaks Boulevard extension is as follows:

- ~~(a)~~ Entrance to school site.
- ~~(b)~~(a) Entrance to Phase 2.
- ~~(c)~~(b) Entrance to Phase 3.
- ~~(d)~~(c) Entrance to golf course clubhouse.
- ~~(e)~~(d) Entrance to Phase 1 development.
- ~~(f)~~(e) Entrance to power line and to the maintenance area.
- ~~(g)~~(f) Fire Station site
- ~~(h)~~(g) Other required emergency access points.

No other connections to U.S. 1, Old Dixie Highway, or the proposed Plantation Oaks Boulevard extension onsite are proposed. Plantation Oaks Boulevard will be designed and posted at a 45 mph design speed with the exception of the first curve east of U.S. 1, which will be designed and posted at a 35 mph design speed.

2. Transportation System Improvements.

...

A left hand turn lane and right hand turn lane are proposed at the intersection of Old Dixie Highway and Plantation Oaks Boulevard. The turn lanes will be designed in accordance with Volusia County specifications. Right and left turn lane requirements at U.S. 1 and Plantation Oaks Boulevard will be governed and permitted by the Florida Department of Transportation. No other turn lanes are proposed or required at the power line easement access to the maintenance area building. Traffic control devices will be provided as required by the Land Development Code. ~~Turn lanes for the School Site will be designed and constructed by the School Board with construction of~~

~~the School Site.~~ The extension of Plantation Oaks Boulevard will be completed with the Phase 1 construction. Additionally, the Phase 1 construction will include turn lanes in Plantation Oaks Boulevard, as indicated above. Phase 1 construction will also include the construction of the entrance road to the golf clubhouse and the entrance road to Phase 1.

O. VOLUSIA COUNTY IMPACT FEES - The following impact fees will be paid to Volusia County by the Applicant, in accordance with Chapter 70 of the Volusia County Code of Ordinances.

...

The applicant proposes to donate a ~~23.11-acre~~ 14.35-acre school site ~~as indicated on the Preliminary Plan adjacent to Westside Elementary in the City of Daytona Beach,~~ to the Volusia County School Board, and prepay the remaining school impact fee for the entire age restricted development prior to December 30, 2016 satisfying school impact fee payment for the entire 1,577 age restricted site. ~~The site will front on Plantation Oaks Boulevard. A twelve-inch (12") potable water main and an eight-inch (8") sanitary force main shall be provided by the Applicant to the site with the Phase I improvements. The appraised value of the school site at the time of donation will be credited against the Phase I and subsequent phases School Impact Fees.~~

And Exhibit "B", Preliminary Plan, Sheets 3, 9, 12, 15, 18, 21, 28 and 32 of 34, prepared by Parker Mynchenberg & Associates, Inc., dated July 2, 2002 and revised on May 1, 2009, September 15, 2015, and April 30, 2016, are revised and hereto attached.

Except as otherwise expressly provided for herein, this amendment to Plantation Oaks Residential Planned Unit Development shall continue in full force and effect.

Said action has caused the preceding to be recorded in the Public Records of Volusia County, Florida.

Done and Ordered by the Zoning Enforcement Official for Volusia County, Florida, this 3rd day of August, 2016.

Volusia County Zoning Enforcement Official

By:

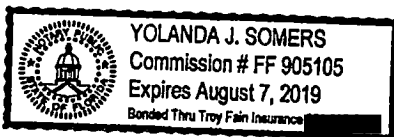
Scott Ashley
Scott Ashley, AICP
Senior Zoning Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me, the undersigned authority, this day personally appeared Scott Ashley, well known to me to be the Zoning Enforcement Official for Volusia County, and he acknowledge(s) executing the foregoing Minor Amendment Modification under authority duly vested in them by said County as such officers and for the uses and purposes expressed therein.

WITNESS my hand and official seal this 3RD day of August, 2016.

My Commission expires:



Yolanda J. Somers
Notary Public, State of Florida at Large

Plantation Oaks of Ormond Beach, LLC

By:

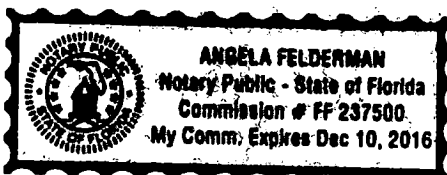
Parker Mynchenberg
Parker Mynchenberg, P.E.
Managing Member

STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me, the undersigned authority, this day personally appeared Parker Mynchenberg, well known to me to be the Managing Member of Plantation Oaks of Ormond Beach, LLC, and he acknowledge(s) executing the foregoing Minor Amendment Modification under authority duly vested in them by said County as such officers and for the uses and purposes expressed therein.

WITNESS my hand and official seal this 20 day of July, 2016.

My Commission expires:



Angela Felderman
Angela Felderman
Notary Public, State of Florida at Large

Mr. Parker Mynchenberg, P.E.
July 15, 2016
Page 2

The Minor Amendment is enclosed and requires the property owner(s) signature with notarization. Please return the document to:

Sara Payne
County of Volusia
Thomas C. Kelly Administration Center Room 202
123 West Indiana Avenue
DeLand, FL 32720

Please include a check made payable to the clerk of court in the amount of \$61.00 for the recording fees. The fee is calculated at the rate of \$10.00 for the first page and \$8.50 for each additional page (6 pages). The county staff will then have the agreement signed by the county Senior Zoning Manager and sent for recording into the Public Records of Volusia County. Once the clerk of court provides the recorded document, county staff will provide you with a copy of the executed document with the official record book and page number stamp for your records.

The applicant is advised that any use or development of the subject property will be required to meet concurrency and other requirements of the adopted Volusia County Comprehensive Plan and Land Development Code.

Please provide a copy of this letter and the recorded minor amendment document to the Land Development office and Building Permit office to assist in granting of any applicable development order and building permits.

If there are any questions about this process, please contact this office at (386) [REDACTED]

Sincerely,



Scott Ashley, AICP
Senior Zoning Manager

Enclosure: Minor Amendment: MA-16-059, Plantation Oaks of Ormond Beach Residential
Planned Unit Development (RPUD)

c: Jamie Seaman, Deputy County Attorney
Palmer M. Panton, Director, Planning & Development Services Division
Mike Nelson, Director, Building & Zoning Division
Marcy Zimmerman, Deputy Clerk
Zoning Technicians
Case file MA-16-059 (RSN 8)

August 17, 2018

**Volusia County
Staff (minor amendment)**

**Book 7610
Pages 240-250**

**IN RE: APPLICATION OF PARKER MYNCHENBERG, MANAGING MEMBER
PLANTATION OAKS OF ORMOND BEACH, L.L.C. (MA-18-070)**

**MINOR AMENDMENT TO ORDER AND RESOLUTION #2002-199 and RESOLUTION #2012-24
PLANTATION OAKS OF ORMOND BEACH RPUD**

Whereas, Section 72-289(6) of the Zoning Ordinance of Volusia County, Florida provides for "Minor Amendments not altering the intent and purpose" of an approved Planned Unit Developments (PUD) Master Development Plan; and

Whereas, Parker Mynchenberg, Managing Member of Plantation Oaks of Ormond Beach, LLC, duly filed a request for a "Minor Amendment" to Order and Resolutions # 2002-199 and # 2012-24; and

Whereas, Exhibit "A" Legal Referred to in Resolution # 2002-199, Book 4988, Pages 177 and 178, is revised as shown; and

Whereas, the 65-foot x 110-foot Lot - Typical Landscape and Irrigation Plan on Sheet 25 of 34 of the Preliminary Plan referred to in the Development Agreement of Resolution # 2002-199, recorded in Official Record Book 4988, Page 140, and in the Development Agreement of Resolution # 2012-24, recorded in Official Record Book 6674, Page 2025, is revised as shown; and

Whereas, Resolution # 2014-24, Paragraph Q. Signage, Page 40 of 45, is revised to allow two entrance column signs pursuant to the location and specifications shown on Exhibit "C", attached hereto, subject to the applicable permit requirements of Volusia County.

Whereas, the Zoning Enforcement Official for Volusia County issued approval of such "Minor Amendment" by letter dated August 14, 2018, a copy of which is attached hereto and recorded herewith; the purpose of this Minor Amendment is to revise Exhibit "A" Legal Description by replacing Sheet 1 of 34 and 2 of 34; Exhibit "B" by replacing Page 25 of 34; and revising the signage language on Page 24 of 36 and Page 40 of 45; and

NOW THEREFORE, Order and Resolution # 2002-199 is hereby amended as such that the following pages thereof are replaced in their entireties:

...

Exhibit "A", Legal Description, Exhibit "A" Page 1 of 34 and Exhibit "A" Page 2 of 34 are replaced with revised Exhibit "A" Pages 1 thru 4 prepared by Sliger and Associates, Inc., dated May 22, 2018, are revised and hereto attached.

Exhibit "B", Page 25 of 34 Typical 65 ft. X 110 ft. Lot Landscape and Irrigation Plan and Plant List, prepared by Parker Mynchenberg & Associates, Inc., dated October 31, 2002, revised on June 4, 2018, are revised and hereto attached.

NOW THEREFORE, Order and Resolutions # 2002-199 and 2012-24 are hereby amended by adding certain language as shown by underline, as shown as such that the following development

agreement section and noted Exhibit "C", entrance column sign Preliminary Plan changes thereof are replaced in their entirety:

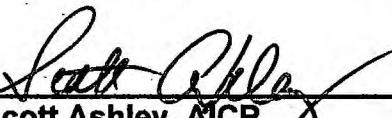
... **Q. SIGNAGE** - The Preliminary Development Plan (Sheet 24 of 34) includes details, size, structure, and copy area for the signage proposed for the Development.

Major signs as indicated on the Preliminary Development Plan, are proposed at the Entrance to Phase 1, 2, and 3. Minor signs, as indicated on the Preliminary Development Plan, are proposed at the Golf Clubhouse entrance and at the intersection of Old Dixie Highway and Plantation Oaks Boulevard. Informational signs are proposed adjacent to Plantation Oaks Boulevard, north of intersection with Pennsylvania Avenue. Minimum 10-foot setback from Plantation Oaks Boulevard right-of-way, (2) two 9-foot tall brick columns with (2) two signs (1 per column), at the sales center and maintenance yard and will be monument signs, or 9-foot column, with a maximum copy area of 12 square feet.

... Except as otherwise expressly provided for herein by this amendment to Plantation Oaks Residential Planned Unit Development, all other terms of the Plantation Oaks Resolution 2002-199 and Resolution 2012-24, and their Amendments, shall remain and continue in full force and effect by reference.

Said action has caused the preceding to be recorded in the Public Records of Volusia County, Florida.

ZONING ENFORCEMENT OFFICIAL

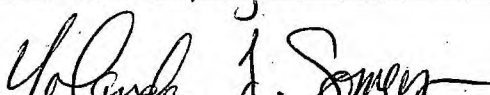
By: 
 Scott Ashley, AICP
 Senior Zoning Manager

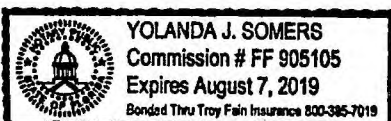
STATE OF FLORIDA
 COUNTY OF VOLUSIA

Before me, the undersigned authority, this day personally appeared Scott Ashley, well known to me to be the Zoning Enforcement Official for Volusia County, and he acknowledge(s) executing the foregoing Minor Amendment Modification under authority duly vested in them by said County as such officers and for the uses and purposes expressed therein.

WITNESS my hand and official seal this 17TH day of August, 2018.

My Commission expires:


 Notary Public, State of Florida at Large



Minor Amendment to Resolutions 2002-199 and 2012-24

Plantation Oaks of Ormond Beach, LLC

By: _____

Parker Mynchenberg, P.E.
Managing Member

STATE OF FLORIDA
COUNTY OF VOLUSIA

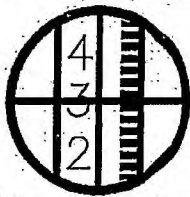
Before me, the undersigned authority, this day personally appeared Parker Mynchenberg, P.E., well known to me to be the Managing Member of Plantation Oaks of Ormond Beach, LLC, and he acknowledge(s) executing the foregoing Minor Amendment Modification under authority duly vested in them by said County as such officers and for the uses and purposes expressed therein.

WITNESS my hand and official seal this 27 day of August, 2018.

My Commission expires:



Angela Felderman
Notary Public, State of Florida at Large

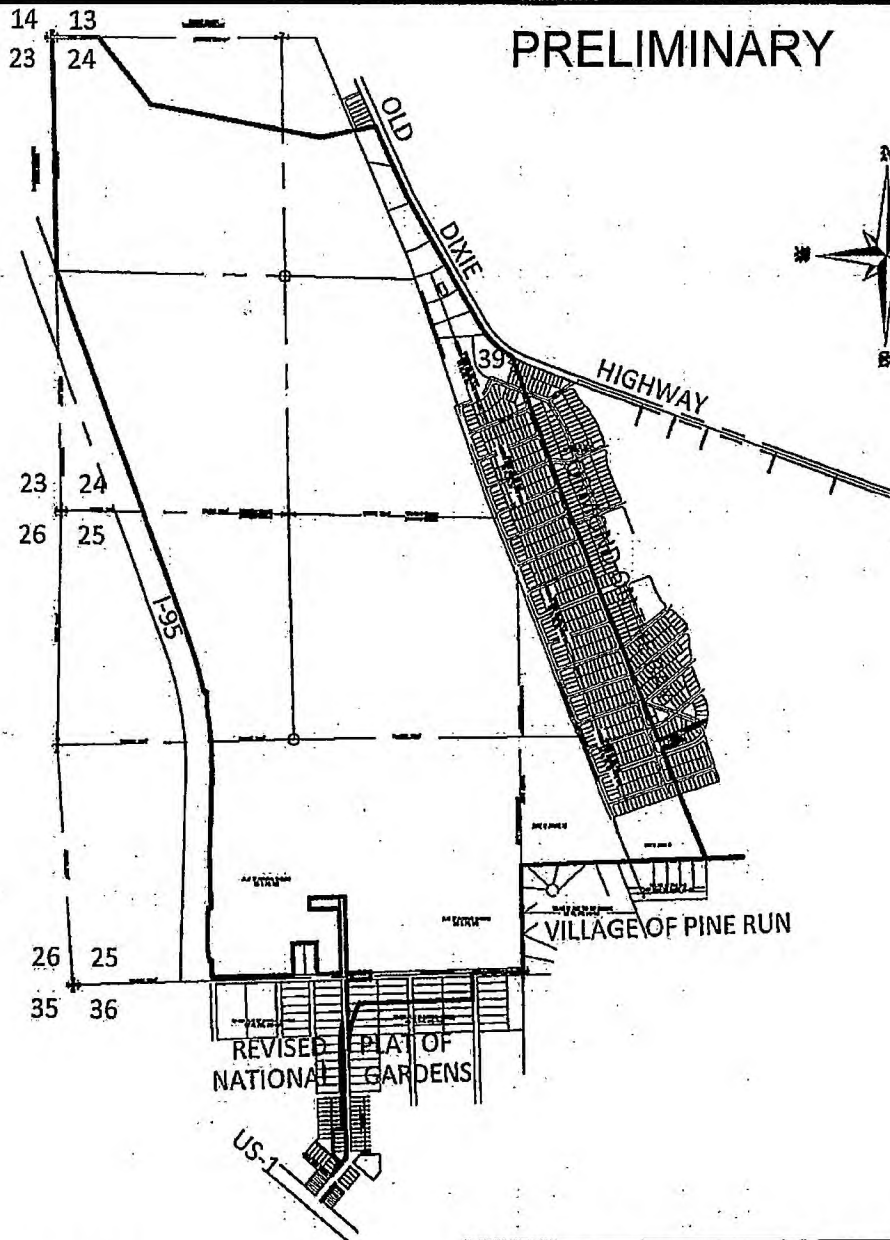


SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS
 LICENSED BUSINESS CERTIFICATION NO. 3019
 3921 NOVA ROAD
 PORT ORANGE, FL. 32127
 (386) 761-5385
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 www.sligerassociates.com

EXHIBIT "A"

PRELIMINARY



SKETCH OF DESCRIPTION ONLY
 THIS IS NOT A BOUNDARY SURVEY

FOR: PLANTATION OAKS OF ORMOND BEACH, LLC
 AND PLANTATION OAKS OF ORMOND BEACH II, LLC

DESCRIPTION: SEE SHEET 2 OF 2

JOB #17-0391

SCALE: 1"=2000'

FIELD BOOK:

PAGE:

ABBREVIATIONS

(P)	PLATTED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
ID	IDENTIFICATION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
C	CENTERLINE
D	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 1 OF 2

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION



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LEGAL DESCRIPTION:

PRELIMINARY

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND PART OF SECTION 30, TOWNSHIP 13 SOUTH RANGE 32 EAST, AND PART OF THE JOHN ADDISON GRANT LYING IN SECTION 40, TOWNSHIP 13 SOUTH, RANGE 32 EAST, PART OF ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 42 THROUGH 59, INCLUSIVE, PART OF ORMOND ON THE BAY SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGES 68 THROUGH 72, PART OF NATIONAL GARDENS, ACCORDING TO THE MAP THEREOF AS RECORDED IN MAP BOOK 7, PAGE 108, PART OF NATIONAL GARDENS, ACCORDING TO THE MAP THEREOF AS RECORDED IN MAP BOOK 11, PAGES 1 THROUGH 5, INCLUSIVE, AND PART OF THE REVISED PLAT OF NATIONAL GARDENS AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 24, TOWNSHIP 13 SOUTH RANGE 31 EAST, THENCE S89°57'37"E ALONG THE NORTH LINE OF SECTION 24 A DISTANCE OF 530.94 FEET; THENCE S39°18'33"E DEPARTING SAID SECTION LINE A DISTANCE OF 970.33 FEET; THENCE S79°15'13"E A DISTANCE OF 1984.77 FEET; THENCE N78°39'47"E A DISTANCE OF 641.29 FEET TO THE WESTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY; THENCE S24°59'47"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 879.74 FEET; THENCE S30°58'22"E CONTINUING ALONG SAID RIGHT OF WAY A DISTANCE OF 1655.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID RIGHT OF WAY HAVING A CENTRAL ANGLE OF 30°03'15", A RADIUS OF 1040.00 FEET, FOR AN ARC LENGTH OF 545.52 FEET; THENCE S21°49'13"E DEPARTING SAID RIGHT OF WAY LINE A DISTANCE OF 1426.20 FEET; THENCE S22°16'55"E A DISTANCE OF 3230.17 FEET; THENCE N67°40'20"E A DISTANCE OF 584.17 FEET; THENCE S61°20'15"W A DISTANCE OF 453.17 FEET; THENCE N86°20'15"E A DISTANCE OF 156.23 FEET; THENCE S67°40'20"W A DISTANCE OF 281.86 FEET; THENCE S22°16'55"E A DISTANCE OF 1337.51 FEET TO A POINT ON THE NORTH LINE OF THE VILLAGE OF PINE RUN, AS RECORDED IN MAP BOOK 35, PAGES 40 THROUGH 45, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S88°08'55"W ALONG THE SAID NORTH LINE AND ITS WESTERLY PROJECTION A DISTANCE OF 2134.80 FEET TO THE NORTHWEST CORNER OF THE VILLAGE OF PINE RUN 2ND ADDITION, AS RECORDED IN MAP BOOK 35, PAGES 148 AND 149, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S01°17'28"E ALONG THE WEST LINE OF THE VILLAGE OF PINE RUN, 2ND ADDITION, A DISTANCE OF 1198.65 FEET TO THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AFORESAID; THENCE S88°22'40"W ALONG THE SOUTH LINE OF SAID SECTION 25 A DISTANCE OF 587.30 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST RIGHT OF WAY LINE OF MANTANZAS STREET AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S02°05'06"E ALONG THE SAID WEST RIGHT OF WAY A DISTANCE OF 298.90 FEET TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 3, REVISED PLAT OF NATIONAL GARDENS, AFORESAID; THENCE S87°58'56"W ALONG THE SOUTH LINE OF SAID LOT 3, BLOCK 3 AND ALONG THE SOUTH LINE OF LOT 3, BLOCK 4, LOT 3, BLOCK 5 AND LOT 3, BLOCK 6, A DISTANCE OF 1307.40 FEET; THENCE S24°47'41"W DEPARTING SAID SOUTH LOT LINE, A DISTANCE OF 31.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 26°52'48", A RADIUS OF 1096.00 FEET, A CHORD BEARING OF S11°21'17"W, FOR AN ARC LENGTH OF 514.18 FEET, SAID POINT BEING ON THE EAST RIGHT OF WAY OF HAMMOND STREET, AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, AFORESAID; THENCE N02°05'06"W ALONG THE SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 792.50 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, AS SHOWN ON THE AFORESAID REVISED PLAT OF NATIONAL GARDENS; THENCE N88°22'40"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 267.31 FEET; THENCE N01°16'57"W A DISTANCE OF 80.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY OR PENNSYLVANIA AVENUE AS SHOWN ON THE PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 7, PAGE 108, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S88°22'40"W ALONG THE NORTH RIGHT OF WAY LINE, A DISTANCE OF 268.26 FEET TO THE EAST RIGHT OF WAY LINE OF HAMMOND AVENUE, SAID PLAT OF NATIONAL GARDENS; THENCE N02°05'06"W ALONG THE EAST RIGHT OF WAY LINE, A DISTANCE OF 855.40 FEET; THENCE S88°22'40"W ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 9, BLOCK 172, SAID PLAT OF NATIONAL GARDENS, A DISTANCE OF 405.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE S02°05'06"E ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 126.20 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE N88°22'40"E ALONG THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 345.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HAMMOND AVENUE, AFORESAID; THENCE S02°05'06"E ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 729.20 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF PENNSYLVANIA AVENUE, AFORESAID; THENCE S88°22'40"W ALONG THE SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 276.00 FEET TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 172, PLAT OF NATIONAL GARDENS, AFORESAID; THENCE N02°05'06"W ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 350.60 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE S88°22'40"W ALONG THE NORTH LINE OF SAID LOT 3 AND LOT 2, A DISTANCE OF 276.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2, THENCE S02°05'06"E ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 350.60 FEET TO THE NORTH RIGHT OF WAY OF PENNSYLVANIA AVENUE, AFORESAID; THENCE S88°22'40"W ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 927.11 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF INTERSTATE HIGHWAY 1-95; THENCE NORTHERLY ALONG THE EASTERLY LINE OF INTERSTATE 1-95 THE FOLLOWING COURSES AND DISTANCES, N17°17'31"W A DISTANCE OF 6.79 FEET; N01°39'54"W A DISTANCE OF 181.15 FEET; S88°20'06"W A DISTANCE OF 30.00 FEET; N08°19'09"W A DISTANCE OF 176.50 FEET; N01°08'35"E A DISTANCE OF 417.56 FEET; N88°20'06"E A DISTANCE OF 30.00 FEET; N01°39'54"W A DISTANCE OF 611.55 FEET; N01°08'35"E A DISTANCE OF 849.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11°34'37", A RADIUS OF 3969.83 FEET, A CHORD BEARING OF N04°38'44"W, FOR AN ARC LENGTH OF 802.13 FEET; THENCE N01°39'54"W A DISTANCE OF 169.89 FEET; THENCE S88°20'06"W A DISTANCE OF 30.00 FEET; TO A POINT ON A CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07°50'06", A RADIUS OF 3969.83 FEET, A CHORD BEARING OF N16°50'30"W, FOR AN ARC LENGTH OF 542.86 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N20°45'33"W A DISTANCE OF 4504.55 FEET TO A POINT ON THE WEST LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE DEPARTING THE EASTERLY LINE OF INTERSTATE 1-95, N01°50'18"W ALONG THE WEST LINE OF SECTION 24 A DISTANCE OF 2820.50 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM LOT 9, BLOCK 192, LOTS 13 AND 15, BLOCK 195, LOTS 11 AND 12, BLOCK 196, LOT 18, BLOCK 200, ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 42 THROUGH 59, INCLUSIVE, AND LOT 13, BLOCK 217, ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 68 THROUGH 72, INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA. (CONTINUED ON SHEET 3 OF 4)

SHEET 2 OF 4

Minor Amendment to Resolutions 2002-199 and 2012-24

Page 5 of 9

Packet Pg. 1264



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LEGAL DESCRIPTION: (CONTINUED FROM SHEET 2 OF 4)

TOGETHER WITH

PRELIMINARY

PARCEL 2

FROM THE POINT OF COMMENCEMENT OF PARCEL 2 AS DESCRIBED IN THE ABOVE PARCEL 1 DESCRIPTION; THENCE S87°54'30"W, 100.00 FEET TO THE POINT OF BEGINNING OF PARCEL 2 AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1,196.00 FEET AND CENTRAL ANGLE OF 14°51'36" WITH A CHORD BEARING N05°20'42"E 309.32 FEET; THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 310.19 FEET TO A POINT ON THE EAST LINE OF LOT 6, BLOCK 7, SAID POINT ALSO LYING ON THE WEST RIGHT OF WAY LINE OF HAMMOND STREET, A 60.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID WEST RIGHT OF WAY LINE, S02°05'06"E, 776.05 FEET TO THE NORTH RIGHT OF WAY LINE OF INDIANA AVENUE, A 60.00 FOOT PUBLIC RIGHT OF WAY, AND THE SOUTHEAST CORNER OF LOT 7, BLOCK 21, SAID REVISED PLAT OF NATIONAL GARDENS, SAID POINT ALSO BEING THE POINT OF COMMENCEMENT OF PARCEL 3; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF INDIANA AVENUE, S87°58'51"W, 40.00 FEET; THENCE N02°05'06"W, 469.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 26,979 SQ. FT. OR 0.62 ACRES, MORE OR LESS.

TOGETHER WITH

PARCEL 3

FROM THE POINT OF COMMENCEMENT OF PARCEL 3 AS DESCRIBED IN THE ABOVE PARCEL 2 DESCRIPTION; THENCE ALONG THE WEST RIGHT OF WAY LINE OF HAMMOND STREET, A 60.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, S02°05'06"E, 60.00 FEET TO THE NORTHEAST CORNER OF LOT 1 BLOCK 34, SAID POINT ALSO LYING ON THE SOUTH RIGHT OF WAY LINE OF INDIANA AVENUE, A 60.00 FOOT PUBLIC RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS AND THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY OF HAMMOND STREET, S02°05'06"E, 669.32 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF BROADWAY AVENUE, A 100.00 FOOT PUBLIC RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, S40°14'32"W, 91.23 FEET TO THE SOUTHEAST CORNER OF LOT 13, BLOCK 34, SAID POINT ALSO BEING THE NORTH RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY AS SHOWN ON SAID REVISED PLAT OF NATIONAL GARDENS AND SAID POINT BEING THE POINT OF COMMENCEMENT FOR PARCEL 4; THENCE ALONG THE SOUTH LINE OF SAID LOT 13 AND THE NORTH RIGHT OF WAY LINE OF SAID ALLEY, N49°46'30"W, 119.77 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13 AND THE EAST RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY AS SHOWN ON SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG SAID EAST RIGHT OF WAY LINE AND THE WEST LINE OF LOTS 13, 12, 11, 10, 9, AND 8, BLOCK 34, N02°05'06"W, 306.32 FEET TO THE NORTHWEST CORNER OF SAID LOT 8, BLOCK 34; THENCE ALONG THE NORTH LINE OF SAID LOT 8, BLOCK 34, N87°58'51"E, 110.00 FEET; THENCE DEPARTING SAID NORTH LINE OF LOT 8, N02°05'06"W, 350.00 FEET TO SAID SOUTH RIGHT OF WAY LINE OF INDIANA AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, N87°58'51"E, 40.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 66,386 SQ. FT. OR 1.52 ACRES, MORE OR LESS.

TOGETHER WITH

PARCEL 4

FROM THE POINT OF COMMENCEMENT OF PARCEL 4 AS DESCRIBED IN THE ABOVE PARCEL 3 DESCRIPTION; THENCE S40°14'32"W, 15.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF LOT 14, BLOCK 34 AND SAID POINT ALSO LYING ON THE NORTHWESTERLY RIGHT OF WAY LINE OF BROADWAY AVENUE, A 100.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, S40°14'32"W, 150.00 FEET TO THE SOUTHEAST CORNER OF LOT 16, BLOCK 34, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 16, N49°46'18"W, 2.74 FEET TO THE BEGINNING OF A NON TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 863.95 FEET AND CENTRAL ANGLE OF 13°15'15" WITH A CHORD BEARING N28°24'47"E, 153.25 FEET; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 153.59 FEET TO THE NORTHERLY LINE OF SAID LOT 14, BLOCK 34 AND THE SOUTHERLY RIGHT OF WAY LINE OF SAID 15.00 FOOT ALLEY; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 14 AND THE SOUTHERLY LINE OF SAID ALLEY, S49°46'18"E, 34.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,313 SQ. FT. OR 0.05 ACRES, MORE OR LESS.

SHEET 3 OF 4

Minor Amendment to Resolutions 2002-199 and 2012-24



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385

Copyright © 2018 Sliger & Associates, Inc.
www.sligerassociates.com

SURVEYORS NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.

2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

3. BEARING STRUCTURE ASSUMED WITH THE BEARING ON THE NORTH LINE OF SECTION 24 BEING S89°57'37"E.

4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.

5. ELEVATIONS REFER TO N.G.V.D. OF 1929, PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION MONUMENT 79-78-A36 HAVING A PUBLISHED ELEVATION OF 17.10 FEET.

6. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE "X", "AH" AND "A". THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. MAP NOS. 12127C0182J, 12127C0201H & 12127C0203J. MAP EFFECTIVE DATE: FEBRUARY 19, 2014. APPROXIMATE SCALE: 1"=1000'.

7. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."

8. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

9. LIST OF LOTS (NOT VACATED) THAT ARE BI-SECTED BY THE EAST PROPERTY LINE OF THIS SKETCH OF DESCRIPTION:

ORMOND ON THE BAY, OAKWOOD PARK SECTION - PART ONE: LOTS 9 & 10, BLOCK 182; LOTS 10 & 13, BLOCK 180; LOTS 1 THRU 20, BLOCK 179; LOT 1, BLOCK 178; LOTS 2 & 3, BLOCK 187; LOTS 17 & 18, BLOCK 174

ORMOND ON THE BAY, OAKWOOD PARK SECTION - PART SIX: LOTS 17 & 18, BLOCK 173; LOTS 18 THRU 22, BLOCK 191

ORMOND ON THE BAY, OAKWOOD PARK SECTION - PART FOUR: LOTS 3 & 4, THE NORTH 1/2 OF LOT 5, LOTS 24, 25, & 26, BLOCK 203

PRELIMINARY

REFERENCE:

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF	PLANTATION OAKS OF ORMOND BEACH, LLC	5-22-18	17-0391
DESCRIPTION	PLANTATION OAKS OF ORMOND BEACH II, LLC		
NOT CERTIFIED	TO ANY ENTITIES AND/OR INDIVIDUALS OTHER	THAN THOSE LISTED ABOVE.	

SHEET 4 OF 4

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR: PLANTATION OAKS OF ORMOND BEACH, LLC AND PLANTATION OAKS OF ORMOND BEACH II, LLC

	DATE	JOB NO.	P.G.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION	5-22-18	17-0391		DH	JZ
BOUNDARY SURVEY					
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J.E. ZAPERT, P.L.S. NO. 4046
STEVEN T. KRUGER, P.L.S. NO. 4722
C.O. VAN KLEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 8208

Packet Pg. 1267

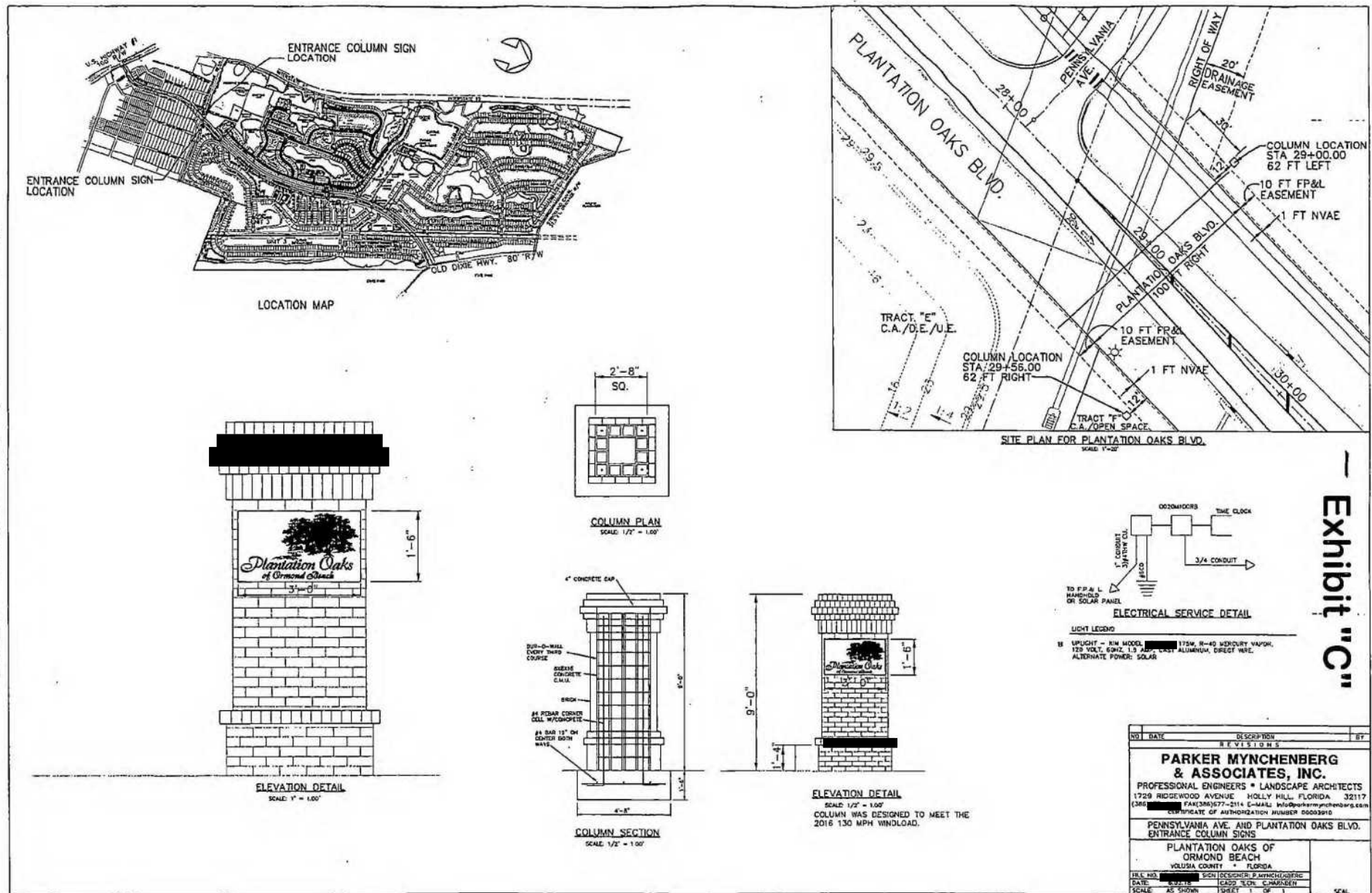


Exhibit "C"



Volusia County
FLORIDA
Growth and Resource Management
Planning and Development Services

August 17, 2018

Parker Mynchenberg
Parker Mynchenberg and Associates, Inc.
1729 Ridgewood Avenue
Holly Hill, Florida 32177

**RE: MA-18-070: Minor Amendment Request
Resolutions #2002-199 and #2012-24
Plantation Oaks of Ormond Beach Residential Planned Unit
Development (RPUD)**

Dear Mr. Mynchenberg:

This office has not received any comments or objections from the Volusia County Council nor the County Manager regarding your requested minor amendment to the above-referenced RPUD. Therefore, the proposed amendment to modify the agreement as follows is hereby approved:

- Amend Exhibit "B", Preliminary Plan, Sheet 24 of 34 in the Resolution 2002-199, recorded Book 4988, Pages 201, and revised as shown.
- Amend Resolution No. 2012-24, Paragraph Q. *Signage*, Book 6674, Page 2025, to add the allowance for two new project sign columns, nine-feet in height, located at the southern entrance to Plantation Oaks.
- Amend Resolution No. 2012-24, Exhibit "A" Legal Description, which incorporates acquired outlier parcels already anticipated to be part of Plantation Oaks by the Preliminary Plan.

The RPUD minor amendment document is enclosed and requires the property owner(s) signature with notarization. Please return the document (with original signature) to the Current Planning office with a check made payable to the clerk of court in the amount of \$95.00 for the recording fees. The fee was calculated at the rate of \$10.00 for the first page and \$8.50 for each additional page (ten pages).

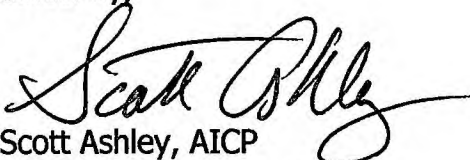
The county staff will then have the agreement signed by the county Zoning Enforcement Official and sent for recording into the public records of Volusia County. Once the clerk of court provides the recorded document, county staff will provide you with the executed document with the official record book and page number stamp for your records.

The applicant is advised that any use or development of the subject property will be required to meet concurrency and other requirements of the adopted Volusia County Comprehensive Plan and Land Development Code.

Pursuant to section 72-378, County Code, any aggrieved party may request an appeal before the county council within ten (10) working days after the rendition of the commission's decision. Please contact the Planning office at (386) 736-5959, for more information on the procedure for an appeal or rehearing application.

If you have any questions, please contact the Current Planning office at (386) 736-5959.

Sincerely,



Scott Ashley, AICP
Senior Zoning Manager

Attachment: Minor Amendment Agreement

c: Clay Ervin Director, Growth and Resource Management Department
Palmer Panton, Director, Planning and Development Services
John Thomson, Land Development Manager
Case File (916753)

January 10, 2019

**Volusia County
Staff (minor amendment)**

**Book 7644
Pages 2820-2831**



Growth and Resource Management
Planning and Development Services

January 10, 2019

Parker Mynchenberg
Parker Mynchenberg and Associates, Inc.
1729 Ridgewood Avenue
Holly Hill, Florida 32177

**RE: MA-19-013: Minor Amendment Request
Resolutions #2002-199 and #2012-24
Plantation Oaks of Ormond Beach Residential Planned Unit
Development (RPUD)**

Dear Mr. Mynchenberg:

This office has not received any comments or objections from the Volusia County Council nor the County Manager regarding your requested minor amendment to the above-referenced RPUD. Therefore, the proposed amendment to modify the agreement as follows is hereby approved:

- Amend Section E., 1.(d)(7), Landscape buffer requirements, of the Development Agreement in Resolution #2012-24 for the Plantation Oaks of Ormond Beach Residential Planned Unit Development, to provide specific landscape planting timeline for certain residential lots as addressed in the enclosed amendment document, recorded Book 4988, Pages 201, and revised as shown.
- Amend Section E., 3(d), Development Standards, of the Development Agreement in Resolutions #2002-199 and #2012-24 for the Plantation Oaks of Ormond Beach Residential Planned Unit Development, to modify provisions for the 50-foot wide open space corridor adjacent to both sides of proposed Plantation Oaks Boulevard.
- Amend Exhibit "B", Preliminary Plan, Sheet 26 of 34, of the Preliminary Plan referred to in the Development Agreement of Resolution #2002-199, depicts a 100-foot right-of-way with Median Roadway Section Typical Landscape Plan.

The RPUD minor amendment document is enclosed and requires the property owner(s) signature with notarization. Please return the document (with original signature) to the Current Planning office with a check made payable to the clerk of court in the amount of \$103.50 for the recording fees. The fee was calculated at the rate of \$10.00 for the first page and \$8.50 for each additional page (eleven pages). The county staff will then have the agreement signed by the county Zoning Enforcement Official and sent for recording into the public records of Volusia County. Once the clerk of court provides the recorded document, county staff will provide you with the executed document with the official record book and page number stamp for your records.

The applicant is advised that any use or development of the subject property will be required to meet concurrency and other requirements of the adopted Volusia County Comprehensive Plan and Land Development Code.

Pursuant to section 72-378, County Code, any aggrieved party may request an appeal before the county council within ten (10) working days after the rendition of the commission's decision. Please contact the Zoning office at (386) 943-7059, for more information on the procedure for an appeal or rehearing application.

If you have any questions, please contact the Zoning office at (386) [REDACTED]

Sincerely,



Scott Ashley, AICP
Senior Zoning Manager

Attachment: Minor Amendment Agreement

- c: Clay Ervin Director, Growth and Resource Management Department
Palmer Panton, Director, Planning and Development Services
John Thomson, Land Development Manager
Case File (935216)

**IN RE: MA-19-013, APPLICATION OF PARKER MYNCHENBERG, MANAGING MEMBER
PLANTATION OAKS OF ORMOND BEACH, LLC**

**MINOR AMENDMENT TO ORDER AND RESOLUTION #2002-199
and RESOLUTION #2012-24
PLANTATION OAKS OF ORMOND BEACH RPUD**

Whereas, Section 72-289(6)(d) of the Zoning Ordinance of Volusia County, Florida provides for "Minor Amendments not altering the intent and purpose" of an approved Planned Unit Developments (PUD) Master Development Plan; and

Whereas, Parker Mynchenberg, Managing Member of Plantation Oaks of Ormond Beach, LLC, duly filed a request for a "Minor Amendment" to Order and Resolutions #2002-199 and #2012-24; and

Whereas, Section E. Development Standards, 1. SF – Single-Family Standard, Single-Family Zero Lot Line Villas or Single-Family Mobile Home Dwellings, (d) Development Requirements – Mobile Homes, (7) Landscape buffer requirements, located at Page 14 of 45 in the Development Agreement of Order and Resolution #2012-24 (recorded in Book 6674, Page 2025, Official Records of Volusia County) requires specific landscape plantings for residential lots; and

Whereas, the Applicant would like to amend the residential lot planting requirements to provide the required 15-foot landscape perimeter buffer plantings on Lots 22 – 32, inclusive, as delineated on the approved plans for Plantation Oaks of Ormond Beach Unit 2A, and Lots 98 – 110, inclusive, as delineated on the approved plans for Plantation Oaks of Ormond Beach Unit 2B ("Exhibit A", herein), adjacent to project Lake #32 prior to issuance of a Certificate of Occupancy for the single-family dwellings; and

Whereas, Section E. Development Standards, 3. OS – Open Space, (d) Trees, located at Page 15 of 36 in the Development Agreement of Order and Resolution #2002-199 (recorded in Book 4988, Page 140, Official Records of Volusia County) and Pages 20 – 21 of 45 in the Development Agreement of Order and Resolution #2012-24 (recorded in Book 6674, Page 2025, Official Records of Volusia County) require 50-foot landscape buffers on both sides of Plantation Oaks Boulevard, with specific planting requirements; and

Whereas, the Applicant would like to amend the Plantation Oaks Boulevard planting requirements to allow areas to remain unplanted to retain the views of Lakes #32, #47, #56, #65, #70 and #71, as delineated on Exhibit B, Preliminary Plan, Sheets 9 and 10, Order and Resolution #2002-199, as amended ("Exhibit B", herein); allow plantings within the required 50-foot open space corridor along Plantation Oaks Boulevard

to be completed with the construction of individual development phases; and retain the existing native vegetation adjacent to the bank areas of those lakes which do not directly front on Plantation Oaks Boulevard; and

Whereas, the Applicant would like to revise Resolutions #2002-199 and #2012-24 to include new language within Section E. Development Standards, 3. OS – Open Space, (d) Trees, located at Page 15 of 36 in the Development Agreement of Order and Resolution #2002-199 and Pages 20 – 21 of 45 in the Development Agreement of Order and Resolution #2012-24 as shown; and

Whereas, Sheet 26 of 34, of the Preliminary Plan referred to in the Development Agreement of Resolution #2002-199, depicts a 100-foot right-of-way with Median Roadway Section Typical Landscape Plan; and

Whereas, the Applicant would like to eliminate the aforementioned Median Roadway Section Typical Landscape Plan and provide a more specific landscape plan for four medians within Plantation Oaks Boulevard ("Exhibit C", herein); and

Whereas, the Applicant would like to revise Sheet 26 of 34 of the Preliminary Plan referred to in the Development Agreement of Resolution #2002-199, recorded in Official Record Book 4988, Page 140, whose purpose is to show the elimination of the 100-foot right-of-way Median Roadway Section Typical Landscape Plan and addition of four specific median landscape plans for Plantation Oaks Boulevard; and

Whereas, the Zoning Enforcement Official for Volusia County issued approval of such "Minor Amendment" by letter dated January 10, 2019, a copy of which is attached hereto and recorded herewith.

NOW THEREFORE, Order and Resolution #2002-199 and Resolution #2012-24 are hereby amended to read as follows:

(Words in ~~strike through~~ are deletion and words in underline are additions)

E. DEVELOPMENT STANDARDS

...

1. SF – Single-Family Standard, Single-Family Zero Lot Line Villas or Single-Family Mobile Home Dwellings

...

- (d) Development Requirements – Mobile Homes

...

- (7) Landscape buffer requirements – Landscaping on the residential lots will be ~~consistent~~ substantially similar with the "Typical 65 feet x 110 feet lot, Typical Landscape" on Sheet 25 of 34 of the Preliminary Plan. A 15-foot project perimeter boundary shall include four (4) Group A trees per 100 L.F., four (4) Group B and twelve (12) Group C or D plants per 100

L.F. Lots 22 – 32, inclusive, as delineated on the approved plans for Plantation Oaks of Ormond Beach Unit 2A, and Lots 98 – 110, inclusive, as delineated on the approved plans for Plantation Oaks of Ormond Beach Unit 2B, adjacent to Lake #32 may provide the 15-foot landscape perimeter buffer plantings prior to issuance of a Certificate of Occupancy for the single-family dwellings.

...
3. OS-Open Space

- ...
(d) Trees – A fifty foot (50 ft.) wide (OS) open space corridor is proposed onsite adjacent to both sides of proposed Plantation Oaks Boulevard, and adjacent to Old Dixie Highway and I-95. Landscape requirements adjacent to Plantation Oaks Boulevard on both sides are four (4) Group A trees per 100 L.F., four (4) Group B trees and eighteen (18) Group C or D plants per 100 L.F. Palms may be substituted for fifty (5) percent of the required four (4) Group A trees per 100 L.F. Adjacent to Plantation Oaks Boulevard: allow areas to remain unplanted as to retain the existing views of Lakes #32, #47, #56, #65, #70 and #71, as delineated on Exhibit B, Preliminary Plan, Sheets 9 and 10, Order and Resolution #2002-199, as amended; plantings within the required 50-foot open space corridor may be completed with the construction of individual development phases; and retain the existing native vegetation adjacent to the bank areas of these lakes which do not directly front on this roadway. Open space corridors adjacent to Old Dixie Highway and I-95 shall consist of existing natural vegetation.

NOW THEREFORE, Order and Resolution #2002-199 is hereby amended as such that the following page thereof is revised as follows:

Page 26 of 34, 100-foot right-of-way Median Roadway Section Typical Landscape Plan is eliminated and the addition of four specific median landscape plans for Plantation Oaks Boulevard is shown in "Exhibit C" Median Landscape As-Built Plan, Sheets 1 and 2, prepared by Parker Mynchenberg & Associates, Inc., dated November 15, 2018, is hereto attached.

Except as provided in the above amendment, the terms of the Development Agreements, for Resolution #2002-199 and Resolution #2012-24, as amended, shall remain in full force and effect.

Said action has caused the preceding to be recorded in the Official Records of Volusia County, Florida.

Done and ordered by the Zoning Enforcement Official for Volusia County, Florida, this 10TH day of JANUARY, 2019.

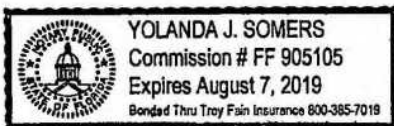
Volusia County Zoning Enforcement Official

By: Scott Ashley
Scott Ashley, AICP, Senior Zoning Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Minor Amendment was acknowledged before me this 10TH day of January, 2019, by Scott Ashley, AICP, Senior Zoning Manager. He is personally known to me and has not taken an oath.

NOTARY PUBLIC:



Sign: Yolanda J. Somers
Print: Yolanda J. Somers
State of Florida At Large (Seal)

Plantation Oaks of Ormond Beach, LLC

By: Parker Mynchenberg
Parker Mynchenberg, P.E., Managing Member

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Minor Amendment was acknowledged before me this 10 day of January, 2019, by Parker Mynchenberg, P.E., Managing Member, Plantation Oaks of Ormond Beach, LLC, a Florida for Profit Corporation. He is personally known to me and has not taken an oath.

NOTARY PUBLIC:

Sign: Angela Felderman
Print: Angela Felderman
State of Florida At Large (Seal)







Exhibit B

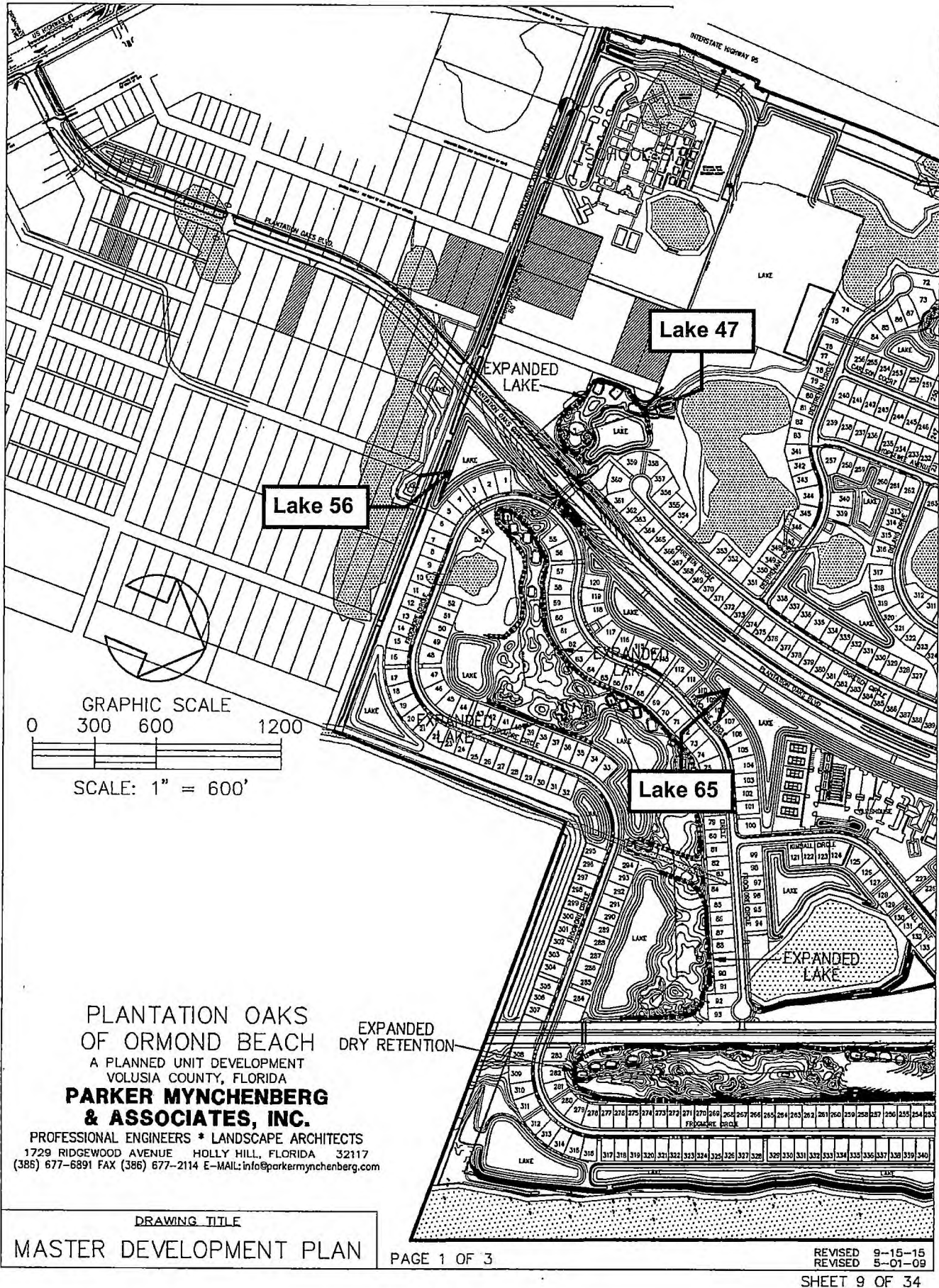


Exhibit B

PLANTATION OAKS OF ORMOND BEACH

A PLANNED UNIT DEVELOPMENT
VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS

1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117

(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@porkermynchenberg.com

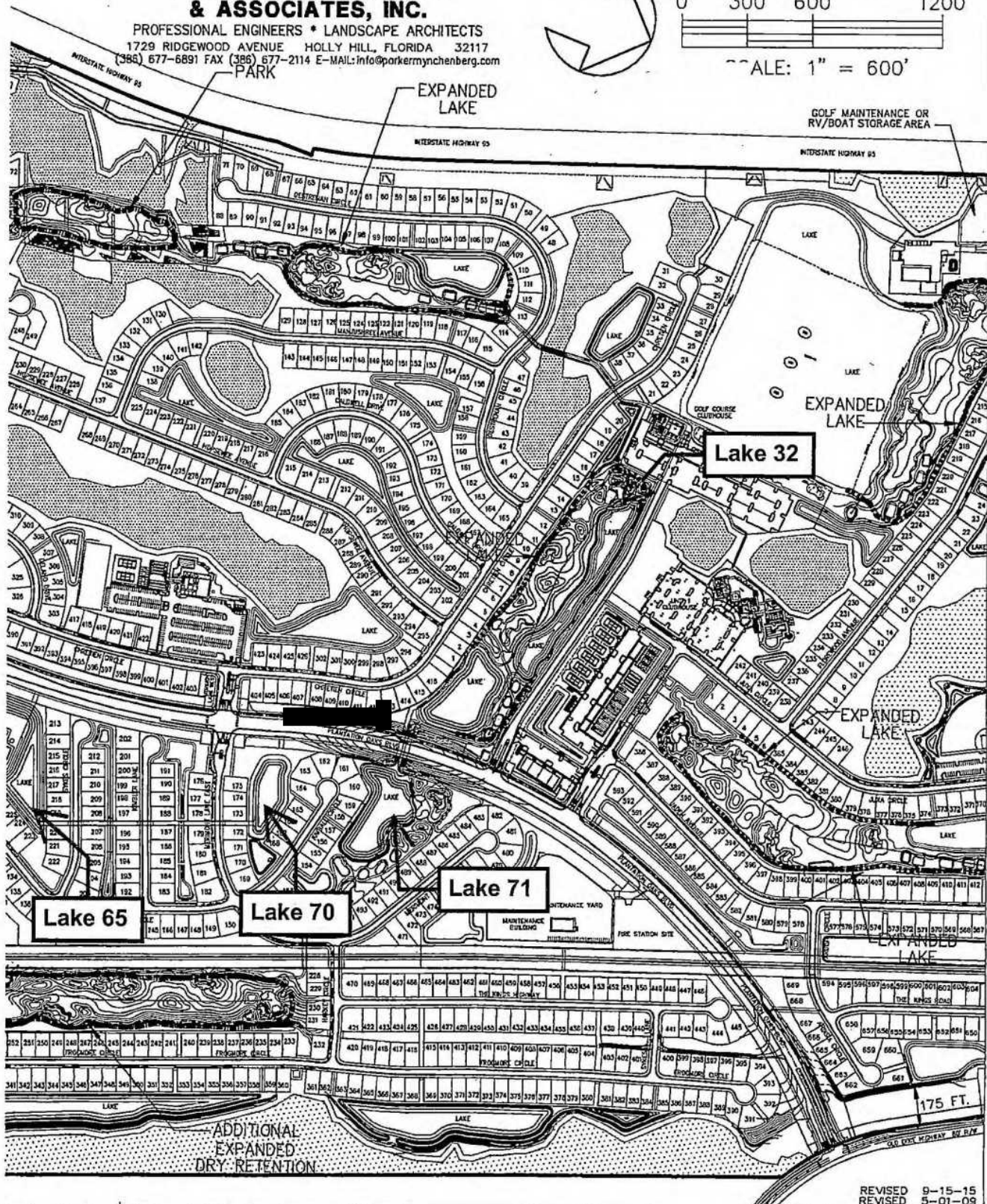
PAGE 2 OF 3

DRAWING TITLE

MASTER DEVELOPMENT PLAN

GRAPHIC SCALE

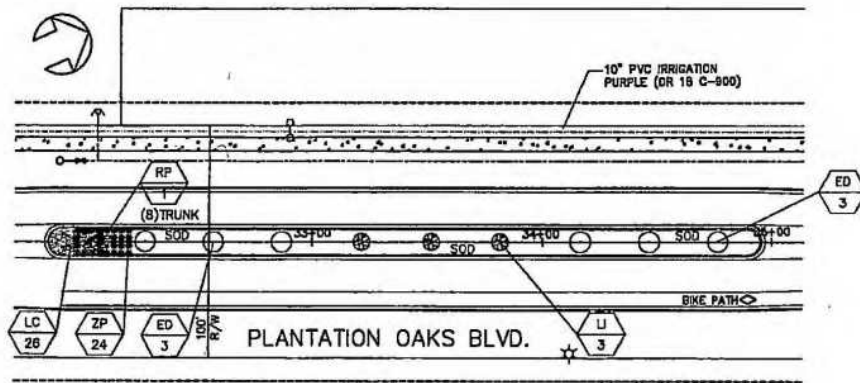
0 300 600 1200

$$\text{SCALE: } 1'' = 600'$$


REVISED 9-15-15
REVISED 5-01-09

SHEET 10 OF 34

Exhibit C

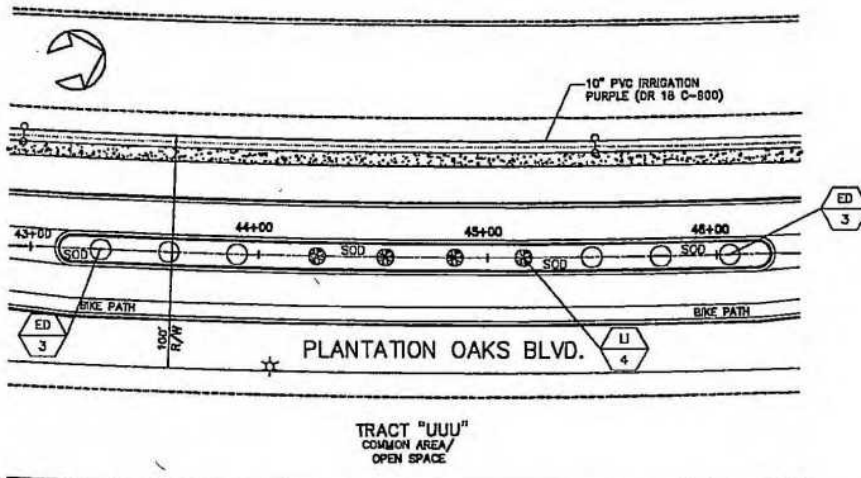


MEDIAN #1
STA. 31+75 - STA. 35+00
100 FT. R/W WITH MEDIAN ROADWAY SECTION
PLANTATION OAKS BOULEVARD

SCALE: 1"=40'

PLANT LIST FOR MEDIAN #1

SYMBOL	ABB.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
	RP	1	PHOENIX RECLINATA	SENEGAL DATE	MULTI-TRUNK 10'-12' HT.
	ED	6	ELAEOCAROUS DECIPENS	JAPANESE BLUEBERRY	2-1/2" CAL.
	LC	26	LANTANA CAMARA	RED LANTANA	3 GALLON
	ZP	24	ZAMIA PUMILA	COONTIE	3 GALLON
	LI	3	LAGERSTROEMIA	CREPE MYRTLE	SINGLE TRUNK 2" CAL.
SOD ST. AUGUSTINE 'FLORATAM' SOLID SOD (SQ. FT.)					



MEDIAN #2
STA. 43+15 - STA. 46+25
100 FT. R/W WITH MEDIAN ROADWAY SECTION
PLANTATION OAKS BOULEVARD

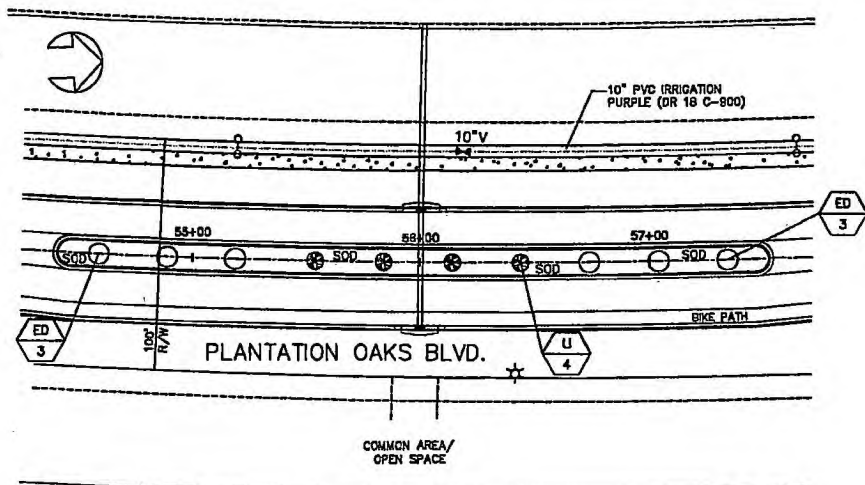
SCALE: 1"=40'

PLANT LIST FOR MEDIAN #2

SYMBOL	ABB.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
	ED	6	ELAEOCAROUS DECIPENS	JAPANESE BLUEBERRY	2-1/2" CAL.
	LI	3	LAGERSTROEMIA	CREPE MYRTLE	SINGLE TRUNK 2" CAL.
SOD ST. AUGUSTINE 'FLORATAM' SOLID SOD (SQ. FT.)					

NO.	DATE	DESCRIPTION	BY
		SCAPE	
PARKER MYNCHENBERG & ASSOCIATES, INC. PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE, SUITE 100, ORMOND BEACH, FLORIDA 32117 (386) 677-8891 FAX (386) 677-2114 E-MAIL: info@parkermychenberg.com			
MEDIAN LANDSCAPE			
PLANTATION OAKS OF ORMOND BEACH VOLUSIA COUNTY, FLORIDA			
FILE NO.	PPLAT-MEDIAN	DESIGNER	FLORIDA
DATE:	11-15-18	CADD TECH:	C.HARDEN
SCALE:	1"=20'	SHEET	1 OF 2

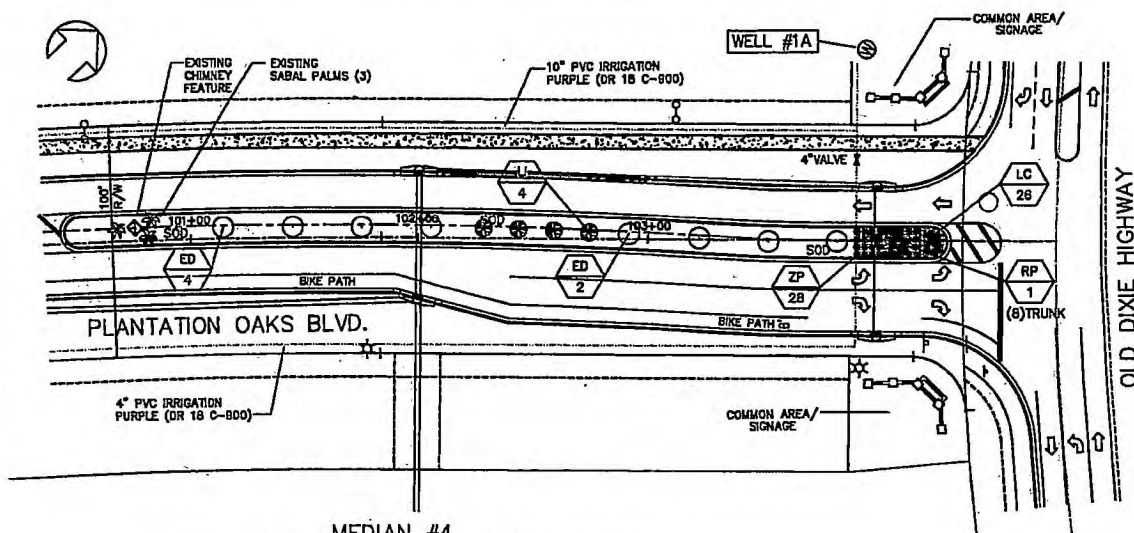
Exhibit C



MEDIAN #3
STA. 54+40 - STA. 57+50
100 FT. R/W WITH MEDIAN ROADWAY SECTION
PLANTATION OAKS BOULEVARD
 SCALE: 1"=40'

PLANT LIST FOR MEDIAN #3

SYMBOL	ABB.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
	ED	6	ELAEAGARUS DECIPENS	JAPANESE BLUEBERRY	2-1/2" CAL.
	LI	LI	LAGERSTROEMIA	CREPE MYRTLE	SINGLE TRUNK 2" CAL.
SOD ST. AUGUSTINE 'FLORATAM' SOLID SOD (SQ. FT.)					



MEDIAN #4
STA. 100+35 - STA. 104+25
100 FT. R/W WITH MEDIAN ROADWAY SECTION
PLANTATION OAKS BOULEVARD
 SCALE: 1"=40'

PLANT LIST FOR MEDIAN #4

SYMBOL	ABB.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
	RP	1	PHOENIX RECLINATA	SENEGAL DATE	MULTI-TRUNK 10"-12" HT.
	ED	6	ELAEAGARUS DECIPENS	JAPANESE BLUEBERRY	2-1/2" CAL.
	LC	28	LANTANA CAMARA	RED LANTANA	3 GALLON
	ZP	24	ZAMIA PUMILA	COONTIE	3 GALLON
	LI	3	LAGERSTROEMIA	CREPE MYRTLE	SINGLE TRUNK 2" CAL.
SOD ST. AUGUSTINE 'FLORATAM' SOLID SOD (SQ. FT.)					

NO.	DATE	DESCRIPTION	BY
		REVISIONS	
PARKER MYNCHENBERG & ASSOCIATES, INC. PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE • SUITE 100 • ORMOND BEACH, FL 32136 (386) 677-5591 FAX (386) 677-5592 E-MAIL: info@parkermychenberg.com			
MEDIAN LANDSCAPE AS-BUILT PLAN PLANTATION OAKS OF ORMOND BEACH VOLUSIA COUNTY • FLORIDA			
FILE NO.	PPLAT-MEDIAN	DESIGNER: PARKER MYNCHENBERG	
DATE:	11-15-18	CADD TECH: CHANDLER	
SCALE:	1"=20'	SHEET 2 OF 2	

City Attorney's
correspondence
regarding the
Plantation Oaks
Zoning Map
Amendment

From: [Hayes, Randy](#)
To: [Spraker, Steven](#)
Cc: [Shanahan, Joyce](#)
Subject: Plantation Oaks
Date: Thursday, June 11, 2020 1:09:20 PM
Attachments: [171.062, F.S., Effects of annexations or contractions.rtf](#)
[163.3239, F.S., Recording and effectiveness of a development agreement.rtf](#)
[Alachua County v Florida Rock Industries Inc.rtf](#)
[163.3231, F.S., Consistency with the comprehensive plan and land development regulations.rtf](#)
[163.3194, F.S., Legal status of comprehensive plan.rtf](#)

Steven,

The land that is now commonly known as Plantation Oaks residential subdivision existed originally as unimproved land that was situated in the unincorporated area of Volusia County. At the time that Volusia County had regulatory, zoning and land use jurisdiction over the subject land, Volusia County entered into a development agreement with the land owner-developer, authorizing the development of a project that is commonly known as Plantation Oaks residential subdivision. The development agreement issued by Volusia County was required by law to be consistent with the county's comprehensive land use plan, and the county's land use and zoning regulations. *See*, section 163.3194, Florida Statutes (attached). In addition, section 163.3231, Florida Statutes (attached) further requires development agreements and comprehensive plans to be consistent. Subsequent to the approval by Volusia County of the Plantation Oaks development agreement, the land owner requested that the property be annexed into Ormond Beach's municipal boundaries. The land was thereafter annexed into Ormond Beach.

Upon the annexation of the land from an unincorporated area of a county into a municipality, the comprehensive land use plan and land development regulations of the county continue to apply until such time that the municipality adopts a comprehensive plan amendment that includes the annexed land. *See*, section 171.062, Florida Statutes (attached). Consequently, as it relates to Plantation Oaks, Volusia County's comprehensive land use plan, and the county's land development regulations continue to apply as a matter of law until such time that the Ormond Beach adopts a comprehensive plan amendment. In addition, Ormond Beach is required to approve land development regulations that includes the annexed land. *Again see*, section 171.062, Florida Statutes (attached).

As it pertains to the development agreement that was approved by Volusia County, section 163.3239, Florida Statutes (see attached), provides that the *"burdens of the development agreement shall be binding upon ... all successors in interest to the parties to the agreement."* *See also*, Alachua County v. Florida Rock Industries, Inc., 834 So.2d 370 (Fla. 1st DCA 2003) (attached). Ormond Beach is the successor in interest to Volusia County and is therefore obligated to administer the terms, conditions, and entitlements of that development agreement. Ormond Beach is further required by law to approve a comprehensive plan, land use, and zoning regulations for the subject property that is consistent with the development agreement that was approved by Volusia County.

Randal A. Hayes, Esq.
 CITY ATTORNEY

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(386) 676-3217
Randy.Hayes@ormondbeach.org

163.3194. Legal status of comprehensive plan, FL ST § 163.3194

West's Florida Statutes Annotated

Title XI. County Organization and Intergovernmental Relations (Chapters 124-164) (Refs & Annos)

Chapter 163. Intergovernmental Programs (Refs & Annos)

Part II. Growth Policy; County and Municipal Planning; Land Development Regulation (Refs & Annos)

West's F.S.A. § 163.3194

163.3194. Legal status of comprehensive plan

Effective: May 31, 2002

[Currentness](#)

(1)(a) After a comprehensive plan, or element or portion thereof, has been adopted in conformity with this act, all development undertaken by, and all actions taken in regard to development orders by, governmental agencies in regard to land covered by such plan or element shall be consistent with such plan or element as adopted.

(b) All land development regulations enacted or amended shall be consistent with the adopted comprehensive plan, or element or portion thereof, and any land development regulations existing at the time of adoption which are not consistent with the adopted comprehensive plan, or element or portion thereof, shall be amended so as to be consistent. If a local government allows an existing land development regulation which is inconsistent with the most recently adopted comprehensive plan, or element or portion thereof, to remain in effect, the local government shall adopt a schedule for bringing the land development regulation into conformity with the provisions of the most recently adopted comprehensive plan, or element or portion thereof. During the interim period when the provisions of the most recently adopted comprehensive plan, or element or portion thereof, and the land development regulations are inconsistent, the provisions of the most recently adopted comprehensive plan, or element or portion thereof, shall govern any action taken in regard to an application for a development order.

(2) After a comprehensive plan for the area, or element or portion thereof, is adopted by the governing body, no land development regulation, land development code, or amendment thereto shall be adopted by the governing body until such regulation, code, or amendment has been referred either to the local planning agency or to a separate land development regulation commission created pursuant to local ordinance, or to both, for review and recommendation as to the relationship of such proposal to the adopted comprehensive plan, or element or portion thereof. Said recommendation shall be made within a reasonable time, but no later than within 2 months after the time of reference. If a recommendation is not made within the time provided, then the governing body may act on the adoption.

(3)(a) A development order or land development regulation shall be consistent with the comprehensive plan if the land uses, densities or intensities, and other aspects of development permitted by such order or regulation are compatible with and further the objectives, policies, land uses, and densities or intensities in the comprehensive plan and if it meets all other criteria enumerated by the local government.

163.3194. Legal status of comprehensive plan, FL ST § 163.3194

(b) A development approved or undertaken by a local government shall be consistent with the comprehensive plan if the land uses, densities or intensities, capacity or size, timing, and other aspects of the development are compatible with and further the objectives, policies, land uses, and densities or intensities in the comprehensive plan and if it meets all other criteria enumerated by the local government.

(4)(a) A court, in reviewing local governmental action or development regulations under this act, may consider, among other things, the reasonableness of the comprehensive plan, or element or elements thereof, relating to the issue justiciably raised or the appropriateness and completeness of the comprehensive plan, or element or elements thereof, in relation to the governmental action or development regulation under consideration. The court may consider the relationship of the comprehensive plan, or element or elements thereof, to the governmental action taken or the development regulation involved in litigation, but private property shall not be taken without due process of law and the payment of just compensation.

(b) It is the intent of this act that the comprehensive plan set general guidelines and principles concerning its purposes and contents and that this act shall be construed broadly to accomplish its stated purposes and objectives.

(5) The tax-exempt status of lands classified as agricultural under [s. 193.461](#) shall not be affected by any comprehensive plan adopted under this act as long as the land meets the criteria set forth in [s. 193.461](#).

(6) If a proposed solid waste management facility is permitted by the Department of Environmental Protection to receive materials from the construction or demolition of a road or other transportation facility, a local government may not deny an application for a development approval for a requested land use that would accommodate such a facility, provided the local government previously approved a land use classification change to a local comprehensive plan or approved a rezoning to a category allowing such land use on the parcel, and the requested land use was disclosed during the previous comprehensive plan or rezoning hearing as being an express purpose of the land use changes.

Credits

Laws 1975, c. 75-257, § 12; Laws 1977, c. 77-174, § 1; Laws 1977, c. 77-223, § 2; Laws 1980, c. 80-358, § 12; Laws 1981, c. 81-259, § 69; Laws 1985, c. 85-55, § 11. Amended by [Laws 2002, c. 2002-296, § 33, eff. May 31, 2002](#).

[Notes of Decisions \(58\)](#)

West's F. S. A. § 163.3194, FL ST § 163.3194

Current with chapters from the 2020 Second Regular Session of the 26th Legislature in effect through May 18, 2020

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163.3231. Consistency with the comprehensive plan and land..., FL ST § 163.3231

West's Florida Statutes Annotated

Title XI. County Organization and Intergovernmental Relations (Chapters 124-164) (Refs & Annos)

Chapter 163. Intergovernmental Programs (Refs & Annos)

Part II. Growth Policy; County and Municipal Planning; Land Development Regulation (Refs & Annos)

West's F.S.A. § 163.3231

163.3231. Consistency with the comprehensive plan and land development regulations

Currentness

A development agreement and authorized development shall be consistent with the local government's comprehensive plan and land development regulations.

Credits

Laws 1986, c. 86-191, § 25.

Notes of Decisions (1)

West's F. S. A. § 163.3231, FL ST § 163.3231

Current with chapters from the 2020 Second Regular Session of the 26th Legislature in effect through May 18, 2020

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163.3239. Recording and effectiveness of a development agreement, FL ST § 163.3239

[West's Florida Statutes Annotated](#)[Title XI. County Organization and Intergovernmental Relations \(Chapters 124-164\) \(Refs & Annos\)](#)[Chapter 163. Intergovernmental Programs \(Refs & Annos\)](#)[Part II. Growth Policy; County and Municipal Planning; Land Development Regulation \(Refs & Annos\)](#)

West's F.S.A. § 163.3239

163.3239. Recording and effectiveness of a development agreement

Effective: June 2, 2011

[Currentness](#)

Within 14 days after a local government enters into a development agreement, the local government shall record the agreement with the clerk of the circuit court in the county where the local government is located. A development agreement is not effective until it is properly recorded in the public records of the county. The burdens of the development agreement shall be binding upon, and the benefits of the agreement shall inure to, all successors in interest to the parties to the agreement.

Credits

Laws 1986, c. 86-191, § 29. Amended by [Laws 1992, c. 92-129, § 13, eff. April 8, 1992](#); [Laws 2011, c. 2011-139, § 26, eff. June 2, 2011](#).

West's F. S. A. § 163.3239, FL ST § 163.3239

Current with chapters from the 2020 Second Regular Session of the 26th Legislature in effect through May 18, 2020

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171.062. Effects of annexations or contractions, FL ST § 171.062

West's Florida Statutes Annotated

Title XII. Municipalities (Chapters 165-185)

Chapter 171. Local Government Boundaries (Refs & Annos)

Part I. Municipal Annexation or Contraction

West's F.S.A. § 171.062

171.062. Effects of annexations or contractions

Effective: July 1, 2000

Currentness

(1) An area annexed to a municipality shall be subject to all laws, ordinances, and regulations in force in that municipality and shall be entitled to the same privileges and benefits as other parts of that municipality upon the effective date of the annexation.

(2) If the area annexed was subject to a county land use plan and county zoning or subdivision regulations, these regulations remain in full force and effect until the municipality adopts a comprehensive plan amendment that includes the annexed area.

(3) An area excluded from a municipality shall no longer be subject to any laws, ordinances, or regulations in force in the municipality from which it was excluded and shall no longer be entitled to the privileges and benefits accruing to the area within the municipal boundaries upon the effective date of the exclusion. It shall be subject to all laws, ordinances, and regulations in force in that county.

(4)(a) A party that has an exclusive franchise which was in effect for at least 6 months prior to the initiation of an annexation to provide solid waste collection services in an unincorporated area may continue to provide such services to an annexed area for 5 years or the remainder of the franchise term, whichever is shorter, if:

1. The franchisee provides, if the annexing municipality requires, a level of quality and frequency of service which is equivalent to that required by the municipality in other areas of the municipality not served by the franchisee, and

2. The franchisee provides such service to the annexed area at a reasonable cost. The cost must include the following as related to providing services to the annexed area:

a. Capital costs for land, structures, vehicles, equipment, and other items used for solid waste management;

171.062. Effects of annexations or contractions, FL ST § 171.062

- b. Operating and maintenance costs for solid waste management;
- c. Costs to comply with applicable statutes, rules, permit conditions, and insurance requirements;
- d. Disposal costs; and
- e. A reasonable profit.

If the municipality and the franchisee cannot enter into an agreement as to such cost, they shall submit the matter of cost to arbitration.

(b) A municipality, at its option, may allow the franchisee to continue providing services pursuant to the existing franchise agreement.

(c) A municipality may terminate any franchise if the franchisee does not agree to comply with the requirements of paragraph (a) within 90 days after the effective date of the proposed annexation.

(5) A party that has a contract that was in effect for at least 6 months prior to the initiation of an annexation to provide solid waste collection services in an unincorporated area may continue to provide such services to an annexed area for 5 years or the remainder of the contract term, whichever is shorter. Within a reasonable time following a written request to do so, the party shall provide the annexing municipality with a copy of the pertinent portion of the contract or other written evidence showing the duration of the contract, excluding any automatic renewals or so-called “evergreen” provisions. This subsection does not apply to contracts to provide solid waste collection services to single-family residential properties in those enclaves described in [s. 171.046](#).

Credits

Laws 1974, c. 74-190, § 1; Laws 1985, c. 85-55, § 22. Amended by [Laws 1988, c. 88-92, § 1, eff. June 6, 1988](#); [Laws 1993, c. 93-206, § 17, eff. July 1, 1993](#); [Laws 1993, c. 93-243, § 2, eff. May 15, 1993](#); [Laws 2000, c. 2000-304, § 2, eff. July 1, 2000](#).

[Notes of Decisions \(7\)](#)

West’s F. S. A. § 171.062, FL ST § 171.062

Current with chapters from the 2020 Second Regular Session of the 26th Legislature in effect through May 18, 2020

171.062. Effects of annexations or contractions, FL ST § 171.062

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Alachua County v. Florida Rock Industries, Inc., 834 So.2d 370 (2003)

28 Fla. L. Weekly D259

834 So.2d 370
District Court of Appeal of Florida,
First District.

ALACHUA COUNTY, Florida, Appellant,
v.
FLORIDA ROCK INDUSTRIES, INC., Appellee.

No. 1D01-5008.

Jan. 14, 2003.

Synopsis

County brought breach of contract action against concrete manufacture to enforce developer's agreement. The Circuit Court, Alachua County, [Chester B. Chance](#), J., granted summary judgment in favor of concrete manufacturer, and county appealed. The District Court of Appeal, [Ervin](#), J., held that county could not enforce developer's agreement.

Affirmed.

[Booth](#), J., dissented.

West Headnotes (1)

[1] Municipal Corporations **Property**

County could not enforce developer's agreement with concrete manufacturer, after city annexed concrete manufacturer's land and adopted a comprehensive plan that included the property. [West's F.S.A. §§ 163.3171, 163.3220](#)(3, 5), [171.062](#).

[2 Cases that cite this headnote](#)

Attorneys and Law Firms

*371 [David Wagner](#), County Attorney, David C. Schwartz, Assistant County Attorney, Gainesville, for Appellant.

[John A. DeVault, III](#), and [Courtney K. Grimm](#) of Bedell, Dittmar, DeVault, Pillans & Cox, P.A., Jacksonville, for Appellee.

Opinion[ERVIN](#), J.

Appellant, Alachua County, appeals from a final summary judgment wherein the trial court held that under [section 171.062, Florida Statutes \(1999\)](#), appellant no longer has the authority to enforce its developer's agreement with appellee, Florida Rock Industries, because the City of Newberry annexed the Florida Rock property. Alachua County contends the trial court erred by concluding that the statute applies to the developer's agreement, because the agreement is a contract rather than a law, ordinance, or regulation under [section 171.062](#). We affirm, because the pertinent statutes provide that the local government has jurisdiction to regulate the development of property.

Alachua County's Board of County Commissioners approved Florida Rock's request to build a cement plant in the unincorporated area of the county. The parties entered into a developer's agreement that required Florida Rock to implement certain environmental monitoring requirements for the site. The county asserted that it hired an environmental contractor to perform baseline monitoring under the agreement, for which Florida Rock had reimbursed the county, and that the county had incurred some nonreimbursable costs.

Florida Rock petitioned the City of Newberry to annex the Florida Rock property, which is contiguous to the city.¹ In 1999, the city enacted an ordinance annexing the property and amended its comprehensive plan to incorporate the annexation.² Pursuant to a city resolution, Florida Rock and the City of Newberry executed a reformed developer's agreement to supplant the agreement between Alachua County and Florida Rock.

Alachua County sued Florida Rock, alleging breach of contract and seeking declaratory and injunctive relief. The trial court entered summary judgment against the county, finding that under its home rule charter, Alachua County's land-use responsibilities extend only to its unincorporated area; that the Alachua County Code expressly provides that [section 171.062](#) applies to annexations within the county; and that under subsections 171.062(1) and (2), Alachua County's control over the

Alachua County v. Florida Rock Industries, Inc., 834 So.2d 370 (2003)

28 Fla. L. Weekly D259

development of the Florida Rock property passed to the City of Newberry, the county's "successor in interest."³

Section 171.062 provides, in pertinent part:

(1) An area annexed to a municipality shall be subject to all laws, ordinances, and regulations in force in that municipality and shall be entitled to the same privileges and benefits as other parts of that municipality upon the effective date of the annexation.

(2) If the area annexed was subject to a county land use plan and county zoning *372 or subdivision regulations, these regulations remain in full force and effect until the municipality adopts a comprehensive plan amendment that includes the annexed area.

The lower court held: "As the City of Newberry has annexed Florida Rock's property and adopted a Comprehensive Plan amendment including Florida Rock's property, Alachua County's regulations pertaining to Florida Rock's property, including the Special Use Permit, the site plan approval and the [Developer's] Agreement, are no longer in force and effect."

Although a developer's agreement is contractual in nature,⁴ and is not itself a law, ordinance, regulation, or land-use plan, which are the subjects of [section 171.062](#), the statutes relevant to the issue at bar demonstrate that the county can no longer exercise control through its developer's agreement with Florida Rock, because it is no longer the local government that has jurisdiction over Florida Rock's property.

The authorization for local governments to enter into development agreements with developers is statutory. §§ [163.3220–3243](#), [Fla. Stat.](#) (1999) (Florida Local Government Development Agreement Act). Section 163.3223 provides that a local government may enact procedures regulating the creation of such agreements pertaining to "real property located *within its jurisdiction*" (emphasis added). As stated above, [sections 171.062\(1\)](#) and (2) provide that any area a municipality annexes is subject to the city's laws, ordinances, regulations,

land-use plan, and zoning regulations. Within the Local Government Comprehensive Planning and Land Development Regulation Act,⁵ which authorizes local governments to enact comprehensive land-use plans, [section 163.3171, Florida Statutes \(1999\)](#), provides in subsection (1) that a municipality shall exercise authority under the act "for the total area *under its jurisdiction*," and in subsection (2) that a county shall exercise authority "for the total unincorporated area *under its jurisdiction*" (emphasis added). [Section 163.3220\(3\)](#) expressly requires the laws authorizing development agreements to conform to, further, and implement the aforementioned Local Government Comprehensive Planning and Land Development Regulation Act. [Section 163.3220\(5\)](#) affirms that the laws authorizing development agreements are not in derogation of any existing powers.

These statutes show that local governments may implement and supervise **development agreements** addressing development within their jurisdictions, and the agreements **must comport with the local government's land-use plan**. When read *in pari materia*, the statutes reasonably imply that **when jurisdiction over property changes as a result of municipal annexation, the municipality becomes the successor in interest to development agreements** the county has entered into, because the county cannot exercise land-use control over property no longer within its jurisdiction, **and the municipality must be able to monitor compliance with the terms of its own land-use plan incorporating the new property.**

AFFIRMED.

DAVIS, J., concurs; BOOTH, J., dissents.

All Citations

834 So.2d 370, 28 Fla. L. Weekly D259

Footnotes

- 1 See § [171.044\(1\)](#), [Fla. Stat.](#) (1999) (authorizing voluntary annexation).
- 2 The validity of the annexation is the subject of an action pending in circuit court. *Crouch v. City of Newberry*, No. 99–2226–CA (8th Cir.Ct.).
- 3 [Section 163.3239, Florida Statutes \(1999\)](#), provides that any successors in interest to a development agreement take on the agreement's burdens and benefits.

Alachua County v. Florida Rock Industries, Inc., 834 So.2d 370 (2003)

28 Fla. L. Weekly D259

- 4 See, e.g., *Morgran Co. v. Orange County*, 818 So.2d 640 (Fla. 5th DCA 2002) (defining a development agreement as a contract that provides a developer with vested rights by freezing the local government's zoning regulations in exchange for public benefits).
- 5 §§ 163.3161–.3215, Fla. Stat. (1999).

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National Gardens Development of
Regional Impact traffic analysis –
Amendment to delete the age
restriction for Phase 1

National Gardens Development of Regional Impact traffic analysis

Deleting the age restriction for Phase 1

1986 DRI			
Use	Proposed development	ITE Trip Generation Rate	Project Average Annual Daily trips
Single Family Residential	3,930 units	9.44	37,099
Middle School	120,000 Square feet	20.17 per 1,000SF	2,420
Golf Course with restaurant	200 acres	3.74 per acre	748
Total trips allowed in the DRI			40,268

See condition 16 of Development of Regional Impact. Prior to the initiation of Phase II (5,301 average daily external equivalent), phase III (11,401 average daily external equivalent) and Phase IV (17,101 average daily external equivalent) a monitoring/modeling program shall be preformed to ascertain the LOS of facilities where the National Gardens project is estimated to contribute an amount of traffic greater than or equal to 10% of the LOS "C" service volume.

1990 Ormond Lakes			
Use	Proposed development	ITE Trip Generation Rate	Project Average Annual Daily trips
Ormond Lakes (SFR)	656 units	9.44	6,193

2002 Plantation Oaks			
Use	Proposed development	ITE Trip Generation Rate	Project Average Annual Daily trips
Age restricted SFH (80%)	1262 units	4.27	5,389
Non-age restricted SFH	315 units	9.44	2,974
Middle School	120,000 Square feet	20.17 per 1,000SF	2,420
Golf Course with restaurant	200 acres	3.74 per acre	748
Total trips as part of the 2002 Plantation Oaks approval			11,531

1990 Ormond Lakes plus 2002 Plantation Oaks	17,723
--	---------------

2021 Plantation Oaks proposed			
Use	Proposed development	ITE Trip Generation Rate	Project Average Annual Daily trips
Age restricted SFH, Phase 2	427 units	4.27	1,823
Non-age restricted SFH, Phase 1	669 units	9.44	6,315
Age restricted SFH, Phase 3	481 units	4.27	2,054
Total trips as part of the 2021 Plantation Oaks approval (lift age restriction)			10,193

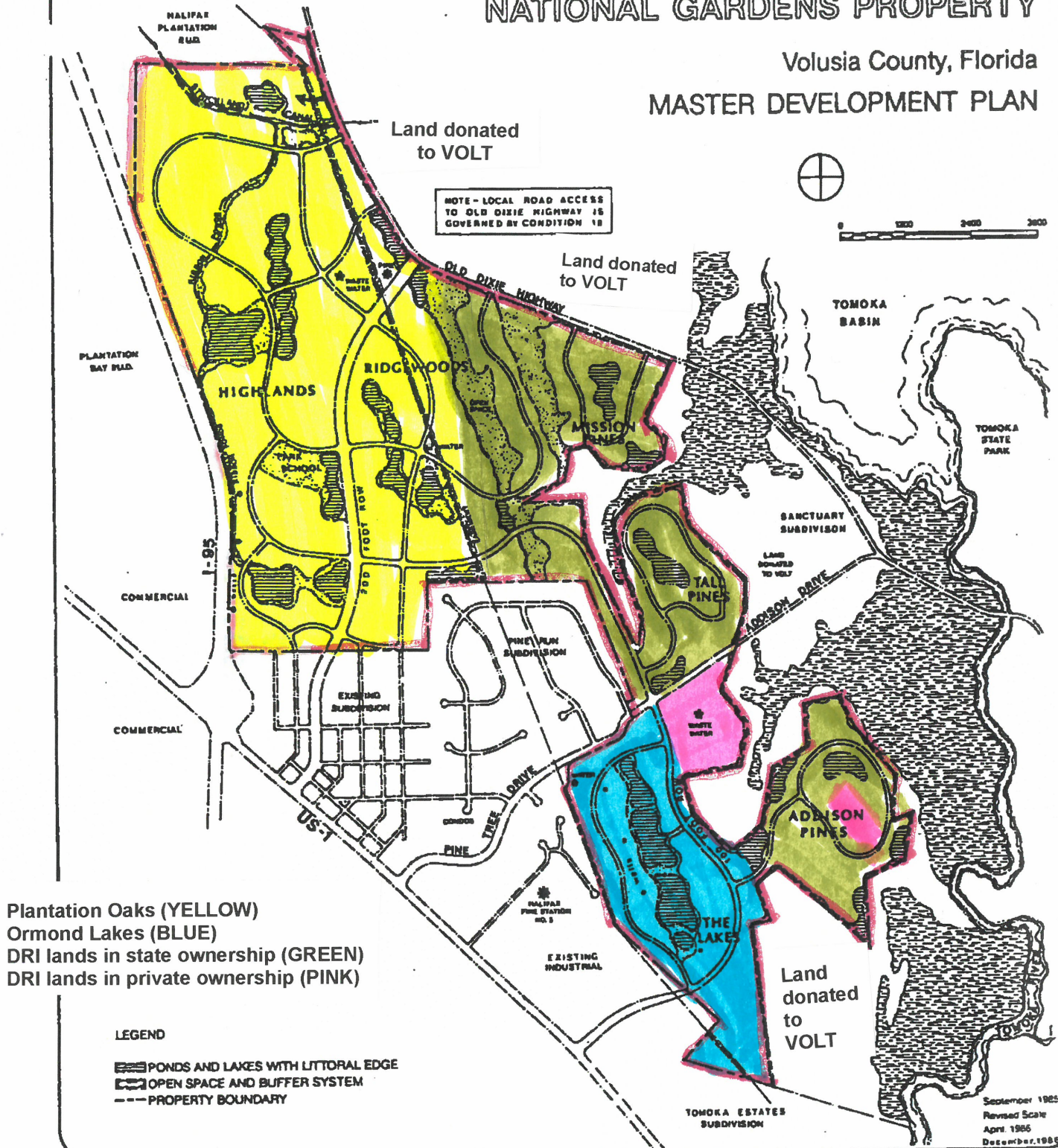
1990 Ormond Lakes plus 2021 Plantation Oaks	16,385
--	---------------

Net reduction of DRI allowance	-23,882
Net reduction of 2002 Plantation Oaks approval	-1,338

29340995

BOOK PAGE
VOLUSIA COUNTY
FLORIDA
NATIONAL GARDENS PROPERTY

Volusia County, Florida
MASTER DEVELOPMENT PLAN



K. E. ALEXANDER & ASSOCIATES, INC. Land Planners and Project Coordinators
PARKER MYNCHENBERG AND ASSOCIATES, INC. Civil Engineers
TRAFFIC PLANNING AND DESIGN, INC. Consulting Engineers and Planners

DAVID N. GOMBERG, PH.D. Water Resources Consultant
LOTSPEICH AND ASSOCIATES, INC. Natural Systems Analysts
R. DON HENDERSON Economics and Marketing

MAP
H
EXHIBIT
B

Senior Adult Housing - Detached (251)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 14

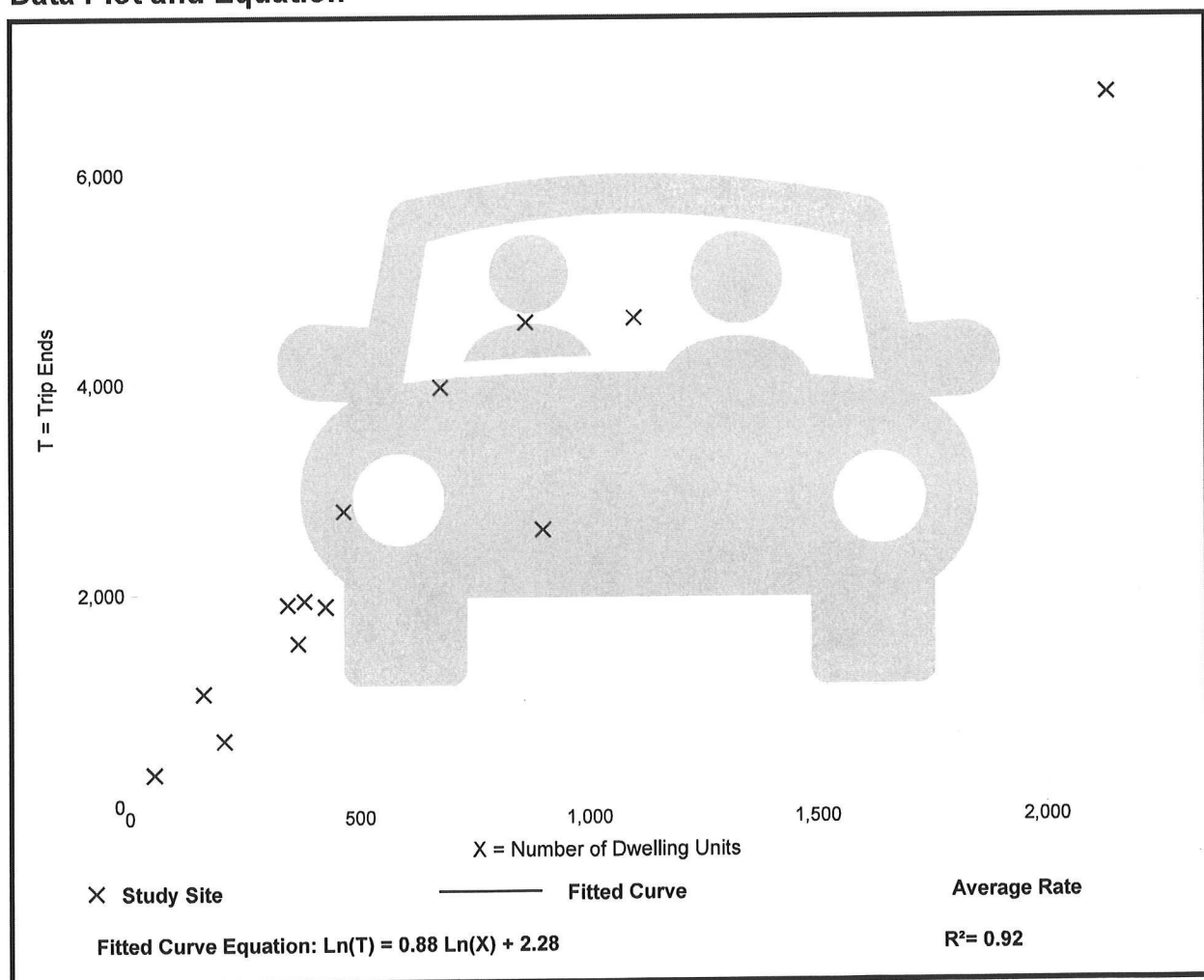
Avg. Num. of Dwelling Units: 655

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
4.27	2.90 - 6.66	1.11

Data Plot and Equation



Trip Gen Manual, 10th Ed + Supplement • Institute of Transportation Engineers

Existing

Single-Family Detached Housing (210)

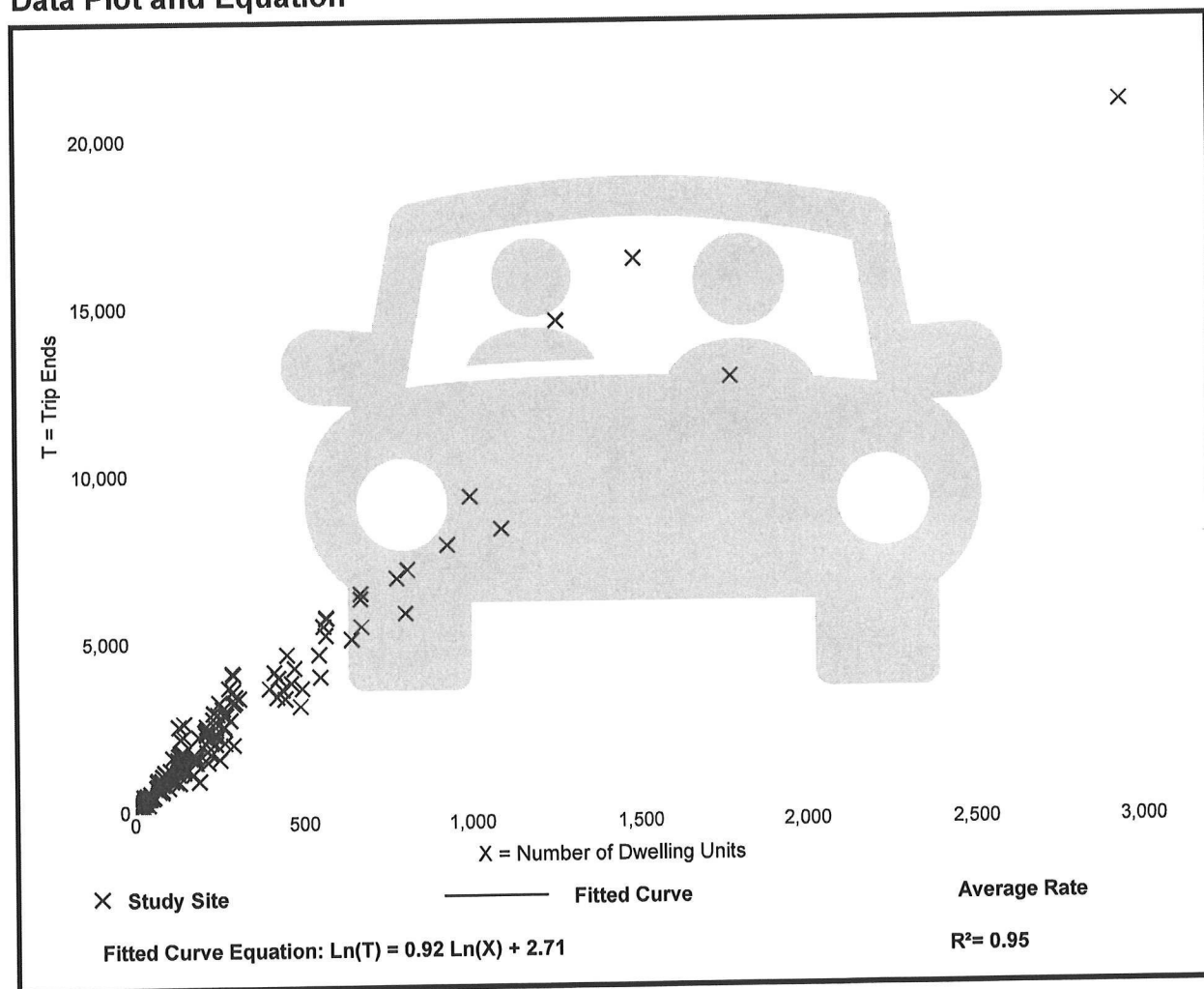
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 159
Avg. Num. of Dwelling Units: 264
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
9.44	4.81 - 19.39	2.10

Data Plot and Equation



Trip Gen Manual, 10th Ed + Supplement • Institute of Transportation Engineers

Existing

Middle School/Junior High School (522)

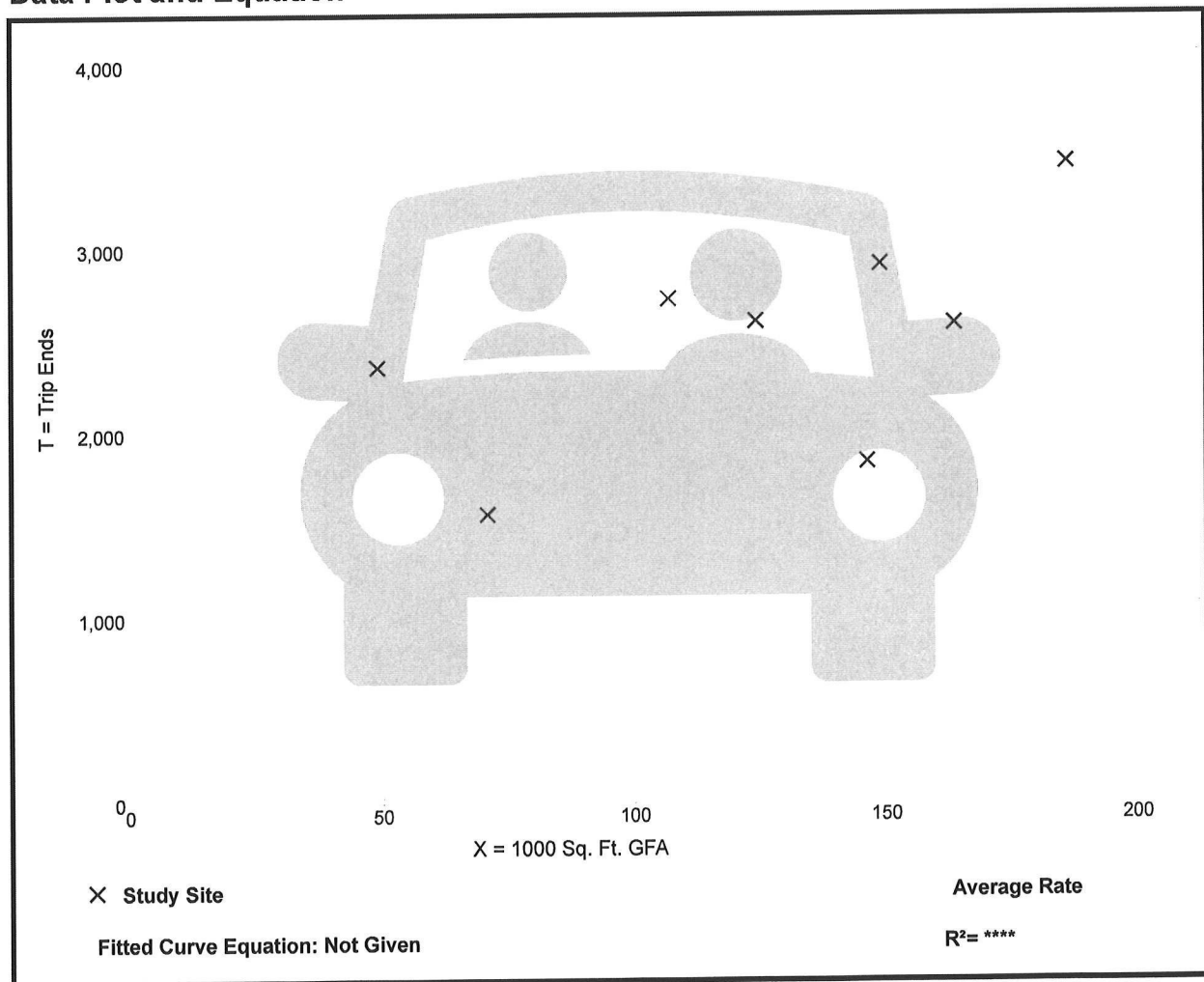
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 8
Avg. 1000 Sq. Ft. GFA: 125
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
20.17	12.61 - 48.31	7.88

Data Plot and Equation



Trip Gen Manual, 10th Ed + Supplement • Institute of Transportation Engineers

Existing

Golf Course (430)

Vehicle Trip Ends vs: Acres
On a: Weekday

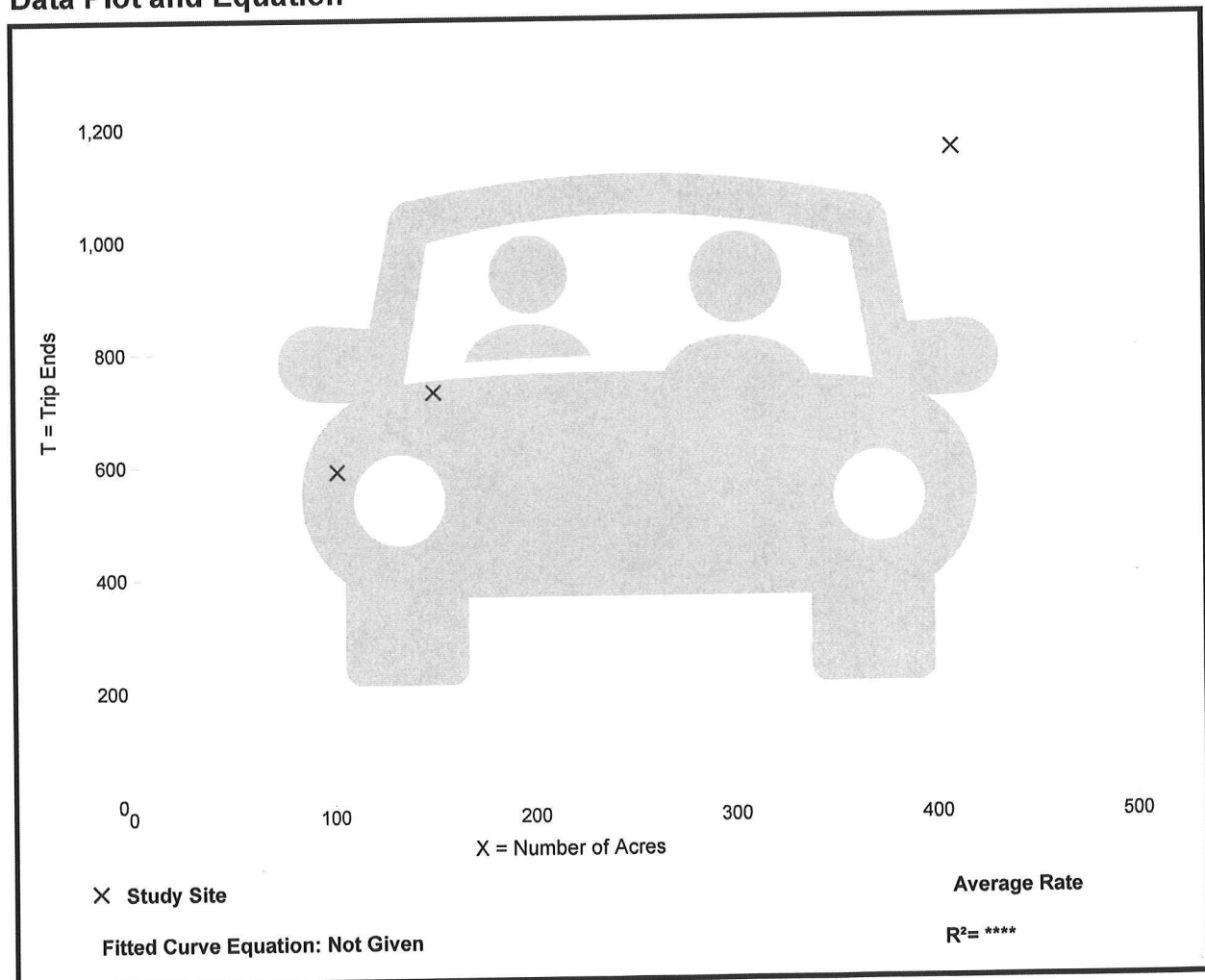
Setting/Location: General Urban/Suburban
Number of Studies: 3
Avg. Num. of Acres: 220
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Acre

Average Rate	Range of Rates	Standard Deviation
3.74	2.82 - 5.77	1.47

Data Plot and Equation

Caution – Small Sample Size



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Existing

Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 159

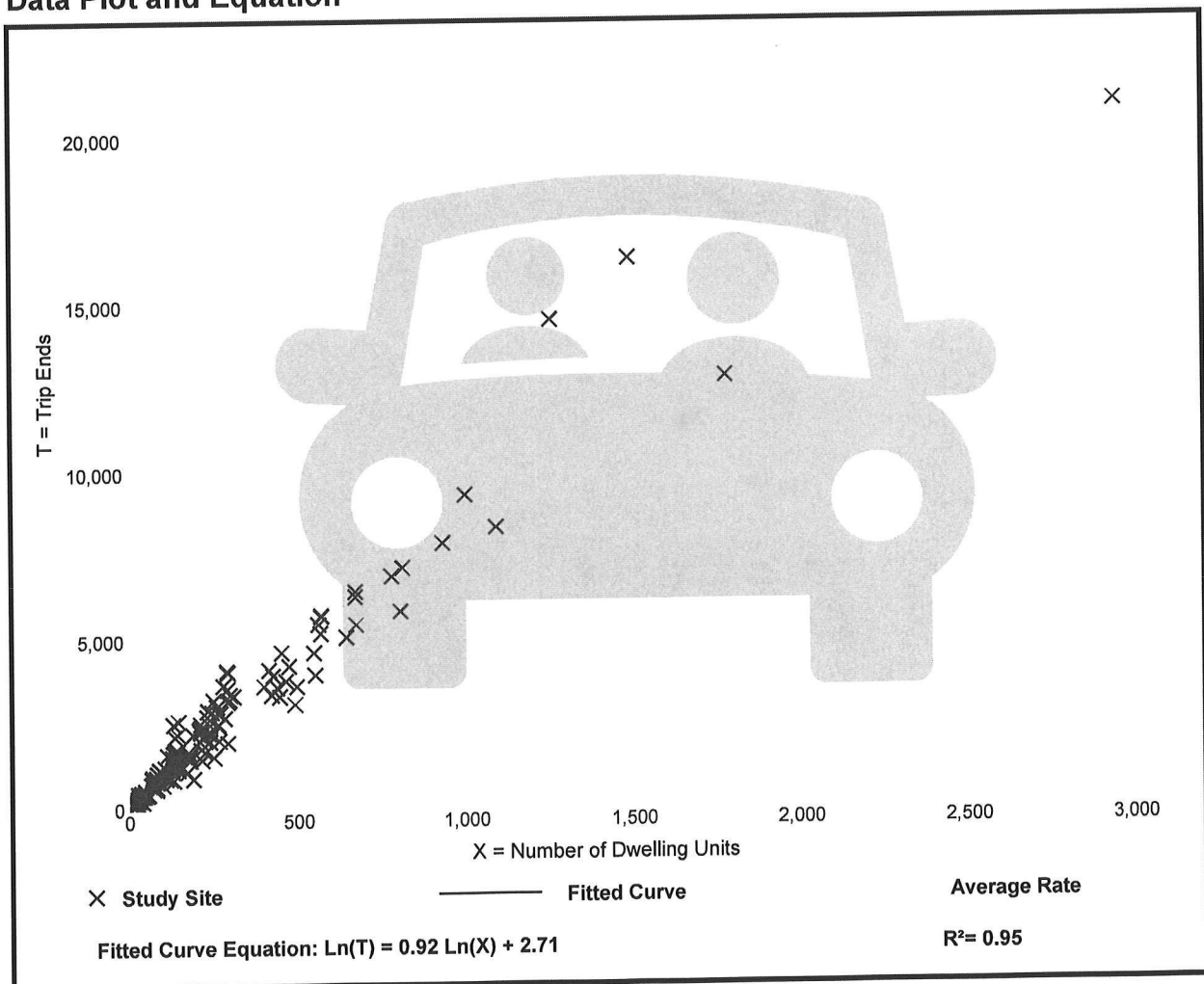
Avg. Num. of Dwelling Units: 264

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
9.44	4.81 - 19.39	2.10

Data Plot and Equation



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Proposed

Senior Adult Housing - Detached (251)

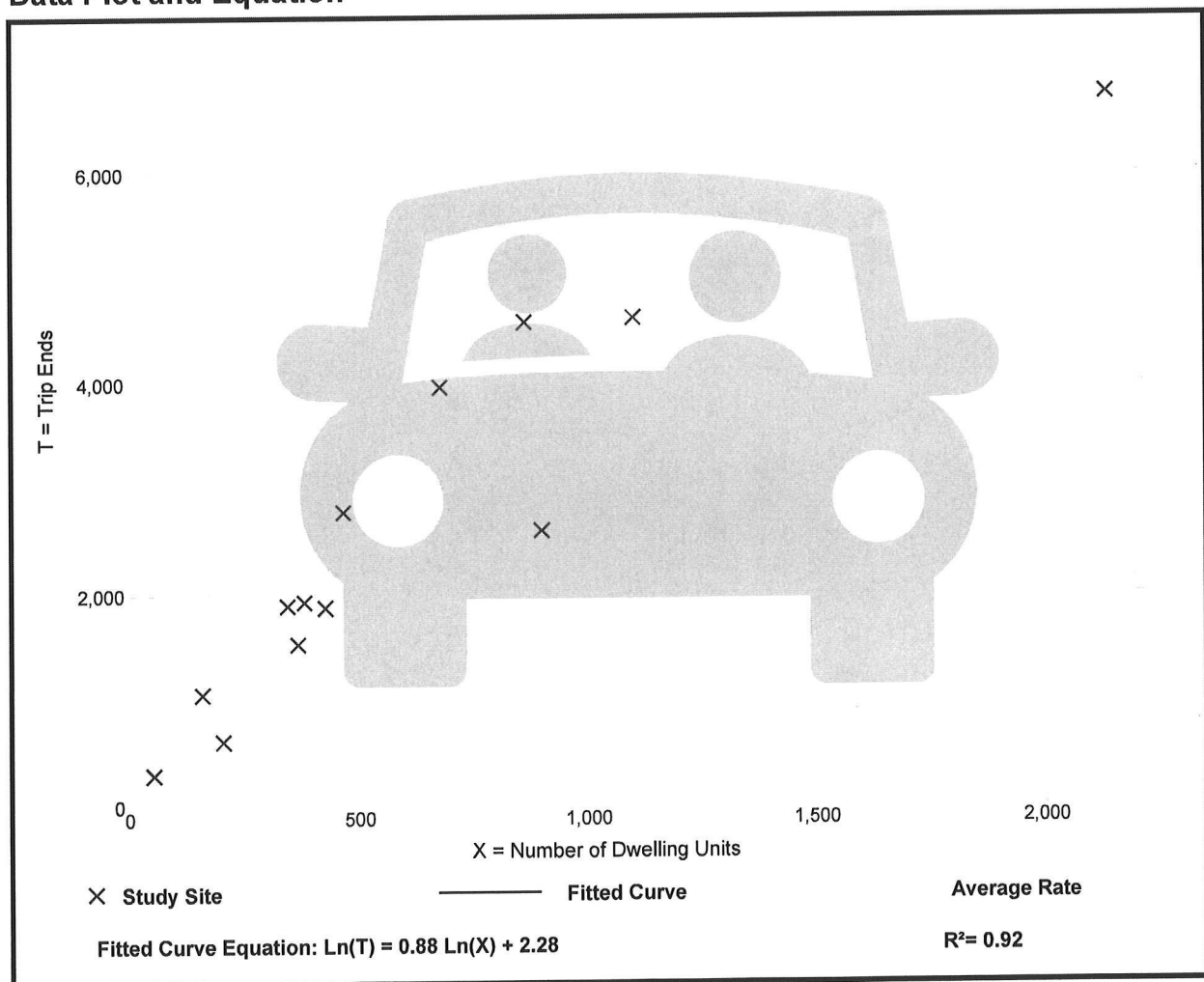
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 14
Avg. Num. of Dwelling Units: 655
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
4.27	2.90 - 6.66	1.11

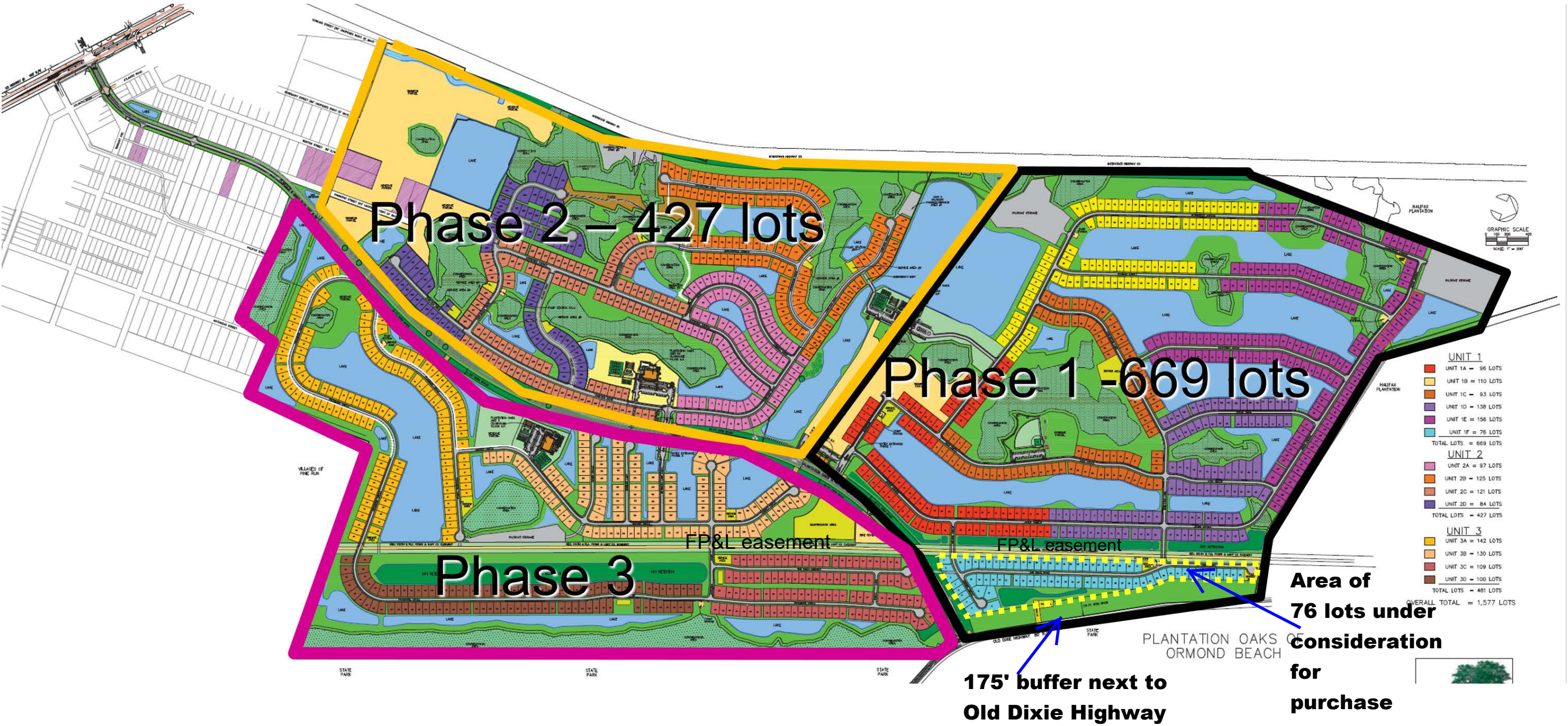
Data Plot and Equation



Trip Gen Manual, 10th Ed + Supplement • Institute of Transportation Engineers

Proposed

Area of 76 lots under review by Volusia County for purchase



DRAFT

Planning Board minutes
June 11, 2020

Plantation Oaks Zoning Map
Amendment

Includes correspondence
received prior to the
Planning Board meeting

V. APPROVAL OF MINUTES

March 12, 2020

- A. **Mr. Briley moved to approve the March 12, 2020 Workshop Minutes. Ms. Tolland seconded the motion. The minutes were unanimously approved.**
- B. **Mr. Briley moved to approve the March 12, 2020 Meeting Minutes. Ms. Tolland seconded the motion. The minutes were unanimously approved.**

VI. PLANNING DIRECTOR'S REPORT

Mr. Steven Spraker, Planning Director, stated that there is additional seating tonight in the atrium as well as conference room 103 where the meeting will be live-streamed. He explained that there are sign in sheets for anyone wanting to speak on any item.

VII. PUBLIC HEARINGS

A. **PRD 2020-022: Plantation Oaks Subdivision, Amendment to Official Zoning Map**

Mr. Steven Spraker, Planning Director, described the process of the application which is a Planned Residential Development zoning map amendment that is city initiated based on annexation. He explained that first would be the staff presentation, followed by the property owner presentation, then public comments. The Planning Board then will have discussions, questions and recommendations on the matter. The Planning Board acts as an advisory board to the City Commission. The City Commission is required to act on this item, which is tentatively scheduled for July 28, 2020 and August 18, 2020. He added that tonight's meeting is being streamed on the City of Ormond Beach website and explained that if a member of the public did not want to be close to someone the capability is there to listen to it and then come back into the Chambers when hearing your name announced to come up and speak.

The application is a rezoning based on annexation and the rezoning is to Planned Residential Development. The three (3) items the application is seeking:

- 1) Rezoning from the Volusia County zoning districts which include Residential Planned Unit Development (RPUD), Volusia County Rural Residential (VCRR), Volusia County R-4 (Urban Single Family Residential) to the City of Ormond Beach Planned Residential Development (PRD);
- 2) The approval of the Ormond Beach development order which incorporates the existing Volusia County zoning approvals. Mr. Spraker stated that this project has existing Volusia County development orders which establishes what is allowed. Those entitlements allow 1,577 residential units and a neighborhood commercial center; and
- 3) The last aspect is an amendment to allow Phase 1, 669 lots of Plantation Oaks subdivision to delete the age-restriction that limits residents to be 55 years of age and over. Mr. Spraker explained that with the deletion of the age restriction that is being proposed, the project would limit the development to site built single-family homes on fee simple lots which will be typical single-family, with no manufactured homes allowed. Mr. Spraker continued that Phase 1 would be subject to Volusia County school concurrency.

Mr. Spraker displayed the project site overhead and explained how it stretches from Old Dixie Highway around to Halifax Plantation on the north, wrapping around Interstate 95 and is located on either side of Plantation Oaks Boulevard in the middle of the project. Mr. Spraker reviewed history on the area and stated that the project started out in 1986 as a Development of Regional Impact (DRI). The original development order allowed 3,930 single-family units on 2,009 acres. In 1990, 500 of the acres of the DRI were annexed into the city and were developed as the Ormond Lakes subdivision with 656 residential units and 6,000 square feet of commercial uses. In 2002, the Volusia County development order was approved, which is the basis of their site entitlements. The 2002 development order allowed site built single-family homes on fee simple lots. The project restricted the age of residents to be at least 80% of the units to individuals 55 and older. Mr. Spraker continued that the project agreed to pay their school impact fees for all of the dwellings and they established development standards within the development order. The project was required to build a 100-foot right-of-way, which is now Plantation Oaks Boulevard, and all of the internal roadways for the project are required to be private. In 2004, the project removed 407 acres of land from the Development of Regional Impact and dedicated the land area to the Tomoka State Park. This 407 acres were once a part of the National Gardens DRI which abutted Old Dixie Highway. The Ormond Lakes and Plantation Oaks subdivisions are part of the National Gardens DRI.

Mr. Spraker stated that in 2007 there was a minor amendment in Volusia County to have a buffer along Old Dixie Highway of 175 feet, part of the Volusia County approval, with no development and no impacts. That first 175 feet abutting Old Dixie Highway is to remain natural. In 2012, there was a major amendment that allowed the introduction of manufactured homes. The project could build site built single-family homes or manufactured homes. Mr. Spraker stated that the city got involved in 2015 when the city agreed to be the utility provider for the project providing water and sewer to the Plantation Oaks area. In order to provide utilities, a project must either annex or sign an annexation agreement. The project signed an annexation agreement for when the project's boundaries become contiguous with the city, that then annexation is required. There was a minor amendment in 2015 that changed the provision of water and sewer to the City of Ormond Beach. In 2016, the developer dedicated a school site for school concurrency and paid the school impact fees for the entire project. In 2019, the City of Ormond Beach amended the Interlocal Service Boundary Agreement to allow for the annexation of the Plantation Oaks subdivision. On October 1, 2019, the city annexed the Plantation Oaks subdivision and with the annexation the city is required to assign a land use and a zoning designation. The city must have a zoning and land use for the property.

Mr. Spraker stated that in 2020, a land use amendment was completed that assigned a "Low Density Residential" land use designation. Mr. Spraker concluded that the goal is to take what Volusia County has approved for zoning and transfer the zoning into the City of Ormond Beach. Whatever development entitlements were granted in Volusia County would continue into Ormond Beach. The 175-foot buffer would stay 175 feet. The number of units cannot be changed without a major amendment by the applicant. The number of units are 1,577. Mr. Spraker reiterated that the first item under review is to change the zoning from the Volusia County zoning to the Ormond Beach zoning. The annexation is based on the utility connection of the water and sewer. State Statutes require that the zoning designation be changed from Volusia County. Mr. Spraker explained that if the city did not change the zoning designation

the project would still maintain their Volusia County designation in which city staff is trying to rezone the property to. Other examples of where this type of framework of zoning amendments was done is Chelsea Place between West Granada and Hand Avenue. They went through the same process and the development orders that were approved in Volusia County were then transferred to Ormond Beach. Other examples include River Oaks, a subdivision on Airport Road, as well as Destination Daytona at U.S. Highway 1. These projects were approved in Volusia County and given the same zoning by the City of Ormond Beach based upon Volusia County zoning approvals.

Mr. Spraker stated that within the Planning Board's packet, staff listed all of the development orders, approximately 243 pages that the property has obtained. When going to the City Commission, the city will adopt the development orders that Volusia County has approved. Key points are to note that it originally started out as a Development of Regional Impact in 1986 when there was land dedication along Old Dixie Highway to the Tomoka State Park. Mr. Spraker added that the units will not change from 1,577. He continued that there was a change to allow manufactured homes in 2012 as well as the school concurrency completion. Mr. Spraker displayed the site development plan that the applicant had approved in Volusia County showing the 175-foot buffer off of Old Dixie Highway, the interface with Halifax Plantation, Plantation Oaks Boulevard and Interstate 95.

Mr. Spraker added that the application proposes an amendment that for the Phase 1 lots to remove the age restriction and allow only single-family homes for any age for those 669 lots. Mr. Spraker commented that there are arguments for and against the amendment. One argument for the amendment is that it will restrict the phase to single-family homes which will provide additional property value. Another opinion heard was that the manufactured homes do not pay an appropriate amount of taxes. The proposed amendment would be a way to address this issue and require only site-built homes. Another line of reasoning for approval would be to allow a variety of housing units and types, with 42% of the development to be single-family site-built homes. The City received an e-mail of no objection from the Volusia County School staff regarding the school concurrency. The project is already allowed to do single-family homes but the age is restricted to individuals 55 and over.

Mr. Spraker continued that the line of reasoning for denial of the amendment would state school age children would be allowed which is not consistent with what Volusia County previously approved. The second item would be that they should maintain what the existing development order allowed. A third line of reasoning for denial would be a concern of increased traffic from individuals who are less than 55 years of age.

Mr. Spraker concluded that staff is recommending approval of the three items. There will be a City Commission hearing that will occur tentatively scheduled for July 28, 2020 and August 18, 2020.

Mr. Briley asked Mr. Spraker if providing fee-simple lots abutting Halifax Plantation, if they would be more consistent than manufactured homes with Halifax Plantation. Mr. Spraker agreed and stated that there would be single-family homes, instead of manufactured housing. He added that some residents of Halifax Plantation were supportive, but that some were not.

Mr. Briley asked if the board were to do nothing tonight if the project would still move forward. Attorney Hayes stated that the project was approved by Volusia

County 18 years ago and commented that you do not get a do-over on approving the project. The land was annexed by the City a year to a year and a half ago. Under the Statute, once the property has been annexed from the County into a municipality, the County's land use and zoning regulations apply, whereas when the County approved the development agreement that agreement constituted a land development regulation as well. Attorney Hayes explained that once the property that has been annexed into a municipality, the County's land use and zoning regulations in the development agreement regulations continue to apply until the City goes through the process of amending its Comprehensive Land Use Plan and then once that occurs, it is required to amend the zoning. The City's Land Development Code regulations have to be consistent with that which was approved in the County and it cannot be taken away from the land owner. Attorney Hayes stated that what is being asked to do in Items #1 and #2 is to approve a rezoning from County to City designations consistent with what the County approved as required by State Statute. He continued that Item #3 is a request by the applicant to amend the development order that currently restricts residents in Phase 1 to age 55 and above which would be a change to the development order.

Mr. Briley explained the DRI process and how it was established by the Florida Legislature in 1972 to bring local and state governments together on large projects affecting a lot of people. The Legislature met and discussed infrastructure and performed studies to ensure that the state and regional governments were able to collaborate to review big housing subdivisions and other projects. Mr. Briley continued that in 2015 the Legislature did away with DRIs and a lot of people are concerned about it because they do not feel that there is the same amount of review that there once was. In the past, DRIs were approved by the state DCA, the regional planning council for an area, and in this case for the project at hand, also had to go before the Volusia County Planning Board and the Volusia County Council. Mr. Briley explained that four committees reviewed this matter before it was permitted. He stated part of it has already been developed as Ormond Lakes and is also part of the National Gardens DRI along with Plantation Oaks. DRI categories include airports, attractions, hotels, large commercial and residential subdivisions. Mr. Briley added that a lot of review went into this project for a DRI that was approved 34 years ago as aforementioned in Mr. Spraker's timeline of occurrences from 1986 to today.

Mr. Briley continued that Hunter's Ridge is a great example of a DRI, although not annexed in Ormond Beach but developed in Ormond Beach was denied by the City Commission in 1990. The applicant appealed to Tallahassee and prevailed, the reason Hunter's Ridge exists today. The DRI is still in process and only the Ormond Beach portion of Hunter's Ridge is developed. The bulk of the DRI is in Flagler County which has not been developed. Mr. Briley stated DRIs were put into place for long-term planning without a lot of changes to the DRIs. The density is not being increased on this DRI, only an amendment to age restriction and changing the type of housing. The Chairperson of the Save the Loop group e-mailed that he felt that it is a good thing that the City is zoning properly. Mr. Briley added that bringing it into the city takes it out of the County so if anything happens concerned citizens can come to the city instead of driving to Deland when there is an issue. He added that typically in the city it is closer for residents to have city control with better regulations than in the County.

Mr. Spraker advised the Planning Board that a number of e-mails were placed on their dais for their review and consideration. He explained that staff did their best to reply to each of their e-mails. The correspondence will also be included in the City Commission packets. He stated that any information received will be passed on to the City Commission.

Mr. Scudiero asked if there is anything the Planning Board can do tonight in conjunction with the City Commission at future meetings to undo the project. Mr. Spraker answered that the City cannot undo the Volusia County approval. The Planning Board does have discretion on the amendment to determine whether or not the age restriction is appropriate. He continued that even if the Planning Board were to deny the development order that they would still maintain its Volusia County development order which is what the City is trying to adopt.

Attorney Hayes concurred and stated that the City is required as a matter of law to assign this a zoning category consistent with that which it enjoyed in the County. He added that the discretionary point is in Item #3 as it relates to the age restriction.

Mr. Briley commented that if the matter was halted that the City could be in for a big lawsuit. Attorney Hayes replied that he was correct, stating that the project was approved by the County 18 years ago and cannot undo something that was approved then.

Mr. Galloway asked Attorney Hayes if there has been case law about projects such as this one. He added that he has done research and discovered cases which were provided to the Planning Board. He continued that it could be turned down but then would face an appeal process or lawsuit. Attorney Hayes replied that the board could not turn it down and that they are required to make sure that the Land Development Code regulations are consistent with the Comprehensive Plan and the Comprehensive Plan and the Land Development Code regulations have to be consistent with the development order. The development order has been inherited now and the Statute states that when the County approves a development order and the land is annexed the city essentially assumes the obligations to administer the development order that was approved by the County. The obligations are to give it a zoning description designation similar to that which it enjoyed in the County. The development order can be amended in the future if an applicant asks and it would go through the same process that all development applications do and it would have to be reviewed by the planning staff and be consistent with the Land Development Code regulations and Comprehensive Plan. Attorney Hayes reiterated that the Planning Board does not have the discretion to turn down and that it is not worth a lawsuit to prove that point again. Mr. Galloway stated that by Statute Law the board's hands are tied by a previous group that committed to this. Attorney Hayes commented that another jurisdiction issued a development order for the development of the property and that there is a series of statutory requirements that direct administration of what the law required the board to do.

Mr. Spraker explained that the City is giving the property the same exact development order that Volusia County previously approved. He commented that within the Planning Board packet there are Volusia County development orders going back from 2002 to 2019. Mr. Spraker offered to give the information to anyone asking for it and stated that it is also on the City of Ormond Beach website on the Planning Board webpage. He continued that all of Volusia County's orders for the project were provided as part of the Planning Board information.

Mr. Jorczak stated that given the legal position that the city is in with respect to accepting what has already been granted through the County, the issue revolves around the 55 age limitation and opening it up so that anybody can buy the 600 + homes as single-family homes. Mr. Jorczak commented that he thought from a housing standpoint they would prefer fixed dwellings as opposed to manufactured homes. Mr. Spraker replied that he was correct, that it is a key decision of the Planning Board to recommend to the City Commission whether that amendment is appropriate.

Chairman Thomas expounded on the intent of the board is what the intent of the City is in wanting to hear each and every person that wants to speak. He continued whether agreeing or disagreeing with the board's decisions that he would like people to leave the meeting feeling heard. He added that the board is under certain constraints that they must go by. Chairman Thomas stated that the board members are citizens too and want to treat everyone fairly and explained that everyone has a three-minute time limit on speaking. Chairman Thomas encouraged those that speak on the same exact topic to come up expressing that they concur to save time to leave at a reasonable hour.

Mr. Parker Mynchenberg, Parker Mynchenberg & Associates, 1729 Ridgewood Avenue, stated that he and partner Mr. Ronnie Bledsoe are owners of Plantation Oaks. He continued that he is also a design engineer and owns an engineering firm in the Daytona Beach area, and had the pleasure of designing Plantation Oaks as well as Ormond Lakes, Halifax Plantation, as well as numerous other subdivisions. Mr. Mynchenberg continued that the goal is to have the City adopt the current County PUD into the City and rezone it to a City PRD. The number of units and lot sizes are not changing. The development order for Plantation Oaks gives the allowance of building 1,577 units which can be stick-built, fee simple or manufactured homes. The Plantation Oaks Boulevard roadway was a \$7 million-dollar road that Mr. Mynchenberg and Mr. Bledsoe built with no impact fee credit. Mr. Mynchenberg stated that Phase 2 of the project, Plantation Oaks of Ormond Beach development community, was built first, which consists of 427 manufactured homes on leased lots, with a 10,300 square foot clubhouse, and when the annexation agreement was signed to get utilities from the City of Ormond Beach, the zoning was already approved before offering the utilities.

Mr. Mynchenberg reiterated that the purpose of the meeting is to adopt the current PUD into the city and ask for Phase 1 to be non-age restricted. The age restriction in the development order details that 80 percent of the project to be 55 of age and older and allows 20 percent of the units to be under the age of 55. With the change, if allowed, will have to pay school impact fees for Phase 1. Mr. Mynchenberg continued that they agreed to pay the impact fees when they rezoned with the County even though they were 55 plus with no impact. He added that they had provided an alternate school site next to Westside Elementary in Daytona Beach that the Volusia County School Board wanted. That site was traded for the school site inside of Plantation Oaks. Mr. Mynchenberg explained that with the amendment being asked for they would like the 55-age restriction lifted for the Phase next to Halifax and in return agree to not put manufactured homes on leased lots next to Halifax Plantation.

Mr. Scudiero asked Mr. Mynchenberg about the possibility of increased traffic counts and if those trips have expanded to under 55. Mr. Mynchenberg replied that he has designed approximately 200 subdivisions over the span of his career and the age

restricted communities generate less traffic. In the approved development order and traffic concurrency there was an 18-hole public access golf course with a restaurant and bar but has since been deleted from the development. Now there are lakes where the golf holes used to be. He commented that those trips are no longer on the table.

Ms. Tolland asked about the size of the houses on the lots which would tell how many cars would be in the driveway. Mr. Mynchenberg replied that the minimum lot size is 65 feet by 110 feet with 1,000 square feet building size minimum. There are 40-foot and 50-foot lots in a couple of subdivisions near LPGA Blvd. Mr. Mynchenberg continued that some of the subdivisions he designed in Edgewater are all 50-foot lots. The trend is smaller lot size. The zoning requirement for the stick-built fee simple that can be built with age restrictions is 1,000 square feet in building size. When the rezoning was done for the manufactured housing it was agreed to have a minimum on the manufactured homes of 1,200 square feet. There are currently 38 manufactured homes up in Plantation Oaks that are 1,200 square feet or more with conventional two-car garages. The site-built houses are anticipated to be 1,800 to 2,200 square feet, similar to Ormond Lakes outside of the gated section.

Audience Participation

Mr. Brandon Dodge, 411 Calle Grande Street, stated that he is a life-long resident of Ormond Beach and opposes the project. He continued that he understands that it is out of the board's hands but is concerned that taking away the age restriction of 55 and older that there will be higher traffic, higher wildlife and motor vehicle collisions and more destruction, therefore the City will have to fund more infrastructure. Mr. Dodge added that it does not seem practical to build in a flood zone and that eminent domain could be possible to take away the zoning approvals. He continued as a local and an Ormond Beach native he would hate to see The Loop destroyed any further. There has been too much construction. Mr. Dodge commented that he is a motorcycle rider and sees a lot of wildlife in the area which is a hazard. He concluded that it would do a lot of good to look at the 34-year old approvals and look at why they would be approved if no one favors them. There is a Change.org petition with 10,000 signatures against the project. He added that if nothing could be done because of the Florida Statutes that there should be further restriction implemented if possible.

Ms. Marianne Burley, 4 Sycamore Circle, stated that her family has lived in Ormond Beach on the beachside since 1959. She added that her mother still lives in the same home on the same street at Osceola Elementary School which she heard is going to be turned into a three-story building because of lack of space in the middle school. It will be a K-8 school. Ms. Burley continued that in the process of moving students around and building bigger schools, more homes are being built with more students. She commented that the land should have never have been developed in the first place because of the 'Save The Loop', and feels that the citizens are being ignored and developers are being supported because they are supporting the campaigns of the Commissioners. Ms. Burley stated that she feels the age restriction should be kept at 55 years of age and over because opening up to all ages creates more traffic, changes the community and allows changes to the codes in the future. Volusia Forever is made up of citizen taxes and she suggested using it to buy back some of the land if the developer is having a problem selling it. Ms. Burley concluded to stop building on the wetlands, to stop tearing the forest and deny the request to add all ages to the development.

Ms. Cathy, Anchor Drive, stated that she grew up in Ormond-by-the-Sea and that her and her father traveled through The Loop continuously when she was growing up. She continued that she concurs with Mr. Dodge on the traffic and wetlands, as they filter the water and added that she has seen a lot of construction and seen a lot of development. She commented that it is irresponsible for the City of Ormond Beach to approve any more development with the antiquated sewer system. It cannot handle anymore with the breaks on Granada Boulevard and the tests where sewage has been dumped into the river. The loop is a federally designated scenic highway. If the trees are taken away and if more people and traffic are added to the area, the city will lose the beauty of what brings people in town as well as the income from the visitors that continuously enjoy riding around The Loop.

Ms. Natalie Pilipczak, 3876 Dorsiere Avenue, Port Orange, stated that on Tuesday evening she saw a picture of a sign that was posted in the Ormond Beach Loop that calls for the rezoning and expansion towards Halifax Plantation for housing development. Ms. Pilipczak commented that as a member of Volusia County, she cannot stand to see The Loop, a piece of natural beauty be destroyed. She added that she started the petition on Change.org that in just two short days gathered 11,000 signatures of people fighting for The Loop to stay as is. Ms. Pilipczak commented that she understands that this specific piece of The Loop is privately owned, however an organization called Volusia Forever or Florida Forever can purchase the land and urges the board to table the votes and move the decision to a later date. Volusia Forever has purchased many other pieces of land to preserve the County's native environment. If the vote is tabled today, everyone can collaboratively work with Volusia Forever and Florida Forever with the owner of this portion of The Loop to preserve the beloved Loop. With Volusia Forever's purchase, the people of Ormond Beach and Volusia County as well as the owner of the land can benefit. With the Volusia Forever's purchase pending the owner agreement there will not be a lawsuit.

Mr. Briley stated that he did see the petition online today and asked if it pertained to the Halifax Plantation subdivision. If so, it can be taken up with the County as the City of Ormond Beach has nothing to do with the development plans approved for the Halifax Plantation subdivision. Ms. Pilipczak replied that she saw a sign that specified that it would expand out towards Halifax Plantation and that in the amendment it mentioned Old Dixie Highway. She reiterated that if Volusia Forever purchased the land that the owner will receive money which is what he is ultimately going for by building the housing developments. She added that it can become a piece of natural land and a place that tourists can visit every year and that motorcyclists can visit every bike week.

Mr. Bryan Shaffer, 695 N. Beach Street, stated he lives on one of the streets that would more than likely be affected heavily by the development. He added that he is going to be in the minority tonight. Mr. Shaffer continued that he just drove The Loop today and supports the development. He stated that he has driven The Loop a lot in quarantine and commented that it has helped him to get out of the house and relieve some stress. Mr. Shaffer stated that the land is cleared and that not a tree on Old Dixie Highway through The Loop that is being removed. In the last 8 months to 1 year due to the 175-foot buffer the development has not been visible because of the buffer. He added that Mr. Spraker pointed that out in one of the slides and noted that if you go to Google Maps on your cell phone that you can see that the development is cleared. Mr. Shaffer continued that if you drive The Loop tonight, that you would not know that you were driving by it with the exception of the entrance and exit roads

in and out of the subdivision. Mr. Shaffer stated that he wanted to also show his support for the single-family versus manufactured homes. Manufactured homes bring no revenue into the city and single-family homes pay a higher tax rate. He commented that he sees no reason to continue if it is approved to do the manufactured home versus the single-family because of the money that they will pay to the city to be able to be able to live in the city. Manufactured homes do not pay a lot.

Ms. Joyce Baker, 19 Silk Oaks Drive, stated that she moved to Ormond Beach from Miami in 2003 and saw what happened in the Everglades after living in south Florida for over 30 years. She continued that the development's architect made an implied threat that unless deleting the 55 and over age restriction, that he would have no problem with putting mobile homes on it. Ms. Baker commented that it is worrisome because insurance rates with mobile homes will be worse than what they are now because insurance companies take all of the County and assess the risk of your neighbors and surrounding areas within your insurance zone. The more mobile homes, the higher the insurance rates will be because that is what their payout will be. She reiterated that with the threat of taking the 55-age limit and over he is going to put manufactured homes on the lots, she takes issue with it. Age restrictions of 55 and over gives less impact for social services, fire and police. The traffic for under 55 increases because of people taking their children to and from school, and driving them to social activities including the beach. Ms. Baker added that A1A and the beach has been impacted from Margaritaville and their clubhouse, southwest from here. She continued that their concession was that they would run a jitney two to three times a day from Margaritaville to the beach which adds traffic to A1A with an already perilous situation on A1A during storms. At the end of Silk Oaks Drive there was a large hole that opened up from the last storm that was large enough to fit a Volkswagen Beatle, just 7 ½ miles south from Flagler Beach where it all fell in. Ms. Baker concluded that she has a problem with approving the 55 age plus removal which was approved in 1986 when the city had the best Commissioners that money could buy in Volusia County.

Ms. Charles Perdue, 712 Walker Street, Holly Hill, stated that she is a lifetime resident of the area and that Tomoka State Park, The Loop, Old Dixie Highway, was a big part of her life and still is today. She continued that she takes her children and grandchildren there and that it is one of the only places in Volusia County that has not been at one point destroyed by developers getting rich. She added that the developers do not see what the people who live here see. The developers are from other states and see a chance to make a lot of money. Ms. Perdue commented that 175 feet back from Old Dixie Highway is not enough for all of the wildlife. She added that gopher turtles and protected species that are there and when the Highbridge Road area was changed the word was that the gopher turtles were all removed prior to development being completed and she doubts that. Ms. Perdue stated that she thinks that the biggest part of the town and the state are being taken away when all of the advertising shows natural Florida when there is no natural Florida anymore with the destruction of the area. Destroying the area affects the rivers as they tie together in the ocean. Ms. Perdue commented that nobody cares about the EPA or the impact from all the trees being torn down. She added that The City of Ormond Beach has very strict rules and do not like anybody taking down their Oak Trees without permits but does not understand how the City can stand by and watch developers mow down trees and field strip the land which used to be against the law in the State of Florida. Ms. Perdue continued that where there used to be

magnificent trees standing that the city will never get them back. She concluded that it is sad for the children that will not get to grow up and see what Florida was about before people came here from other states to over-develop the land.

Ms. Eva Maria Breslin, 3029 Silvermines Avenue, stated that she moved to the area in 2006 from New York because she fell in love with the area because she had heard that the area was never going to be touched or changed. She heard that The Loop was a Federal granted area. She continued that she bought two houses here, one of them closer to The Loop which is being destroyed. Ms. Breslin commented that the animals there are a gift from God and that the pandemic should show everybody how in short period of time how many deaths can occur. The deaths of the animals will affect the nature-area. She explained that her son tried to rescue a bobcat three weeks ago due to the high amount of traffic on The Loop. Ms. Breslin stated that Plantation Oaks looks like a place a tornado has hit with no trees and only a few manufactured homes built. She continued that the developers did not put trees back like they are supposed to in Volusia County. In Halifax Plantation you have to put trees back. She added that the Urban 5 minimum house size is 750 square feet and asked how many would be put in. Ms. Breslin stated that Urban 4 is 850 square feet and that it would be going into barrack size homes and feels that it is a smoke screen for everyone. She explained she does not feel like anyone is listening to those living in the area. Ms. Breslin concluded that she feels sorry for those in Plantation Oaks and does not care about the 55 and over.

Ms. Caj Pinero, 176 Seminole Avenue, stated that she lives on beachside across from Osceola Elementary school which has its own issues. She continued that she moved to the area 20 years ago with her two-year old grandson and husband. Ms. Pinero commented that her grandson brought his piggy bank and donated it. She stated that he just graduated from Stetson honors classes this past May as a Biologist. Ms. Pinero suggested the board tell citizens what measures are being taken to preserve the wetlands and the animals in The Loop. She added that when they are gone, they are gone, and when they are gone, we are gone as a human race. She stated that everyone needs to work together with the animals too. Ms. Pinero commented that in the second grade the school gave the kids whistles on a Tomoka State Park field trip in case they were to see mountain lions or Florida panthers and that they do not do it anymore because there are not anymore. She continued that you do not have to hunt because animals will go extinct just by the property development. Ms. Pinero urged not to change anything with the 55 and older suggestion. She continued that people that invested and saved their money to buy a property that is 55 and over is a dirty trick to change the rules on people last minute. Traffic will increase in there and she explained that she too rides a motorcycle and has friends and family that visit and want to ride through the area and has seen wildlife and was almost hit by a boar on her motorcycle. Ms. Pinero commented that was the best thing that she ever saw in her life and cannot wait to tell her family what she has seen in The Loop. She continued that the area is being destroyed. Ms. Pinero added that she never knew her son would be getting into biology, and that living here with his childhood experiences at the Tomoka Park and The Loop turned him into something that she is very proud of. She concluded that everybody should be proud of people that want to do better for where they live and want to protect and preserve it.

Mr. Joe Will, 78 Emerald Oaks Lane, stated that his family has lived on north Beach Street since 1982 before Northbrook was built out and have been watching how The Loop has been denigrated over the past 30 to 40 years. He continued that he grew up

on the Saint Lucie River and on the Okaloosa River and came to this area and have seen the developer's blade grinding in the jewels of Florida. Mr. Will commented that it is not coming back and that he knows that the development is not going to go away and he is sorry that he was not here in 1986 and in 2012. The perception that the public has is that it went under the wire when no one was looking and it was such a large thing when DRIs were done back in 1986 that nobody knew that this would be something that would have to be dealt with. Mr. Will stated that recommendations #1 and #2 are history he understands that and will not argue it, but that on #3 there is an opportunity to take the information that has been received from other people that spoke prior to talk about the hallowed nature of The Loop and the value of it. He commented that he is a wildlife photographer in his retirement and spends a lot of time on The Loop and has nearly been run over by every size truck and tractor trailer that were not there 15 years ago.

Mr. Will stated that they are there now and they will be there more if they are going to change the nature of the development and has been thinking about what can be done to solve the problem and commented how it has been a lifetime experience for him to watch developers and watch Florida be paved over and believes there are some things that developers do over and over again with getting their nose under the tent like a camel and how pretty soon the whole camel is in there similar to sleeping in the house with a big dog, .. you get a nose, but pretty soon you get a dog in the bed with you. He expressed that is what is happening with the situation and suggested that everything is negotiable. Mr. Will continued that everyone is getting weary of hearing that nothing can be done about it and how everything was done long ago. The way the development is impacting The Loop the most is where Plantation Oaks Boulevard hits The Loop. Mr. Will suggests talking with the developer and tell them to build single-family homes, for individuals 55 of age and over. Mr. Will continued that the intersection of Plantation Oaks Boulevard and Old Dixie Highway should be closed and traffic should be put out on U.S. Highway 1. He concluded that the developer wants it changed for a reason.

Mr. Daniel Lonnecker, 1574 Riverside Drive, Holly Hill, stated that he is in attendance with his daughter Madison, and that they have lived in Ormond Beach for 5 years. He continued that today they drove out to the development area and his daughter asked what happened to the area. Mr. Lonnecker said that he understands that #1 and #2 cannot be changed, but #3 on the age restriction of 55 and over is a money-grab. Houses and trailers are sold to people under 55 years old. He questioned the intersection off of Old Dixie Highway and Plantation Oaks Boulevard and the 175-foot setback. Mr. Lonnecker also asked about the June 2017 rumor regarding the developer running out of money, and how he heard that they have been running out of money for the last 18 + years. He commented how residents let the city know that they do not like the idea but that he feels it is still being pushed forward. Mr. Lonnecker suggested that the City was thinking that nobody would show up due to social distancing. He concluded that he is upset for the people of Volusia County and his daughter that she will have to deal with this in the future.

Mr. Ron Strain, 3258 Acoma Drive, stated that he has lived in the area since 2007 and is retired, living on a fixed income. He continued that he was at the meeting when they approved the subdivision to be manufactured home instead of site-built homes in 2012. Mr. Strain commented that the County Chamber was packed with people from Ormond Lakes, Halifax Plantation, and surrounding communities. He added that he is against the change to manufactured homes, but is thrilled that they

are going to build more site-built homes. Halifax Plantation is not an over 55 years of age community, but that there are very few families in there. He commented that there is 1 house out of the 30 + houses that have 2 children. They are mostly retired people. The concern is if the over 55 age restriction is removed, who will pay for the school bill. Mr. Strain asked if his taxes are going to go up to pay for the kids when originally it was supposed to be Plantation Oaks and an over 55 years of age community. He asked for the projected median price of the homes built there and how many children it will add. At 669 site-built homes, doubled as most retired people are 2 people, comes out to 1, 338, with 2 to 3 children, would double the amount which will increase the traffic and increase the pressure on the schools. Mr. Strain stated that he and other people like him moved in the area to retire and expressed that they are on fixed incomes and do not want to be stuck with the bill. He stated that his pension is not going to go up and that he gets a miniscule amount and Social Security goes up a small percentage. He concluded that it is going to cost him more in taxes which is going to impact his standard of living.

Ms. Pamela Padron, 30 Raintree Lane, stated that she is against it and agrees with most everything heard tonight except for the comments about the trees being taken down. She added that she is also against the housing development because of the housing that is already available in the area. There are 5 houses available in her neighborhood and she noticed that there is available housing on Granada Boulevard and by the Tanger Outlet Mall. Ms. Padron added that it will put everyone at great risk for hurricane season with firefighters already having difficult time getting back in the area for crashes. She commented that she spends a lot of time back there fishing, motorcycle riding and driving and notices that every hurricane season it goes under water for a great deal of time which puts people back there at great risk. Ms. Padron suggested that if there is no choice of development there that there should be height requirements because people that have housing back there will use the hurricane relief to redevelop their housing every time a hurricane comes through. She explained that she feels that no one has looked into what will affect everyone in the long run.

Mr. Ben Fitzpatrick, 3317 Glenshore Way, stated that he was here in 2011 when everyone went to Deland to oppose this. He continued that his opinion is that he understands the developers want to develop the property although hardly any of the manufactured homes have been sold. He added that the land has been cleared and have sold a lot of dirt out of there. Mr. Fitzpatrick commented he does not feel the manufactured homes will get sold because there is no market for them. He added that it looks like a desert and water world. Mr. Fitzpatrick asked that the board address engineering concerns with the drainage plan. He continued that lakes act like concrete and they fill up with water. During a hurricane or a heavy rain, the question remains where will the water go and whether or not it is going to cross Old Dixie Highway. It keeps people from going south there because it is under water. He then asked about the traffic pattern and if going over the age of 55 there will be more people on two-lane Old Dixie Highway. Mr. Fitzpatrick concluded that they have sold 38 manufactured homes in 3 years and stated that there is no market for it. He concluded that now they want to change it again putting smaller houses in there and change the age restriction to over 55 and have not told anybody what the flood and traffic impacts are. Chairman Thomas replied that the City would not even be at this point if not for having gone through the St. Johns Water Management District on the water retention. It is all done by the state approved and appointed district for the

water management for the area. He continued that it would not have come before the Planning Board if it had not already been approved by the state. Chairman Thomas continued that the impact is already in the report and would not be to this point if the state did not approve it. Mr. Fitzpatrick replied back that his questions were not answered. Chairman Thomas suggested that he go to the City Planning Department and ask them to show him the information. Mr. Fitzpatrick stated that the manufactured homes have financial disaster with no market for them. Chairman Thomas replied that they have nothing to do with whether it is a financial disaster, or whether it is going to succeed or not and expressed that is not why the board is here. He continued that they are here to do what the state and city has told them that they have to do.

Mr. Carlo Colombi, 4 Juniper Drive, stated that he moved from Miami to the area in 1971. He commented that he used to ride The Loop on his 10-speed bicycle when it was pristine during the 1970s and 1980s. Mr. Colombi asked about the run-off water, pollution, and destruction of the wildlife. He also asked if the 175-foot buffer off of Beach Street and Old Tomoka Avenue is going to give sufficient protection during hurricanes. He continued that his greatest concern is the preservation of the natural beauty of the area. He explained that he raised four kids in Ormond-by-the-Sea at Saint Brendan's School and is scared by what he sees expressing "too much, too fast". Mr. Colombi concluded that they are doing a beautiful job but reiterated his concern for the wildlife and destruction.

Ms. Carol Bycel, 4122 Salina Lane, asked if a new traffic study has been done considering 'families. She stated that she heard that the last one that was done was based on 55-years of age and older. Ms. Bycel expressed concern on the impact of schools as most are at capacity. She continued that there is recession with the pandemic and now the budget is affected, teachers are being offered early retirement in Flagler County, and she feels that it is a bait and switch. Ms. Bycel added that Eagle Lakes on Old Kings Road started out brick and mortar and attempted to go to manufactured homes, and that Plantation Oaks is doing it in a reverse order. She concluded that she does not think the development was well thought out and stated that it is not about wealth, and expressed concern about where the jobs are for the people.

Ms. Libby Lavette, 1820 Hibiscus Drive, Edgewater, stated that she drove up from Edgewater because she has an environmental group and has been educating herself on the impacts made on the environment over the many decades that she has lived in Florida. She continued that a lot has been learned but actions have not been taken from what has been learned and stated she believes that when we know better, we do better. Ms. Lavette expressed that she would like to think that we know better than we did in 2002, as we know better than we did in 1940, 1850 and have seen the destruction of the environment make us lose precious resources and wildlife that our children will never see or appreciate. She commented that the wetlands have been clear-cut, drained and been filled in, therefore they can no longer clean our water, air and soil. Ms. Lavette stated that she drove by the Plantation Oaks subdivision and that it is dead and has been clear-cut. She continued that the board has a decision to make tonight and that the developers and attorneys will make them afraid of a lawsuit and pleaded for them not to be more afraid of the lawsuits of the community. Ms. Lavette added that the community is expressing what they want and are speaking loudly about what they want and that they should act in line with what the community wants implying where it leads if not. She stated that we all want the best for the

environment but that we all have to do better because we know better. Ms. Lavette commented that the board is the final gatekeeper and that the developers want in to the city and suggests to let them in but to make them behave with no more clear-cutting and have them replace the wildlife and vegetation. She asked if the board knew better now than in 2002 and expressed that she thinks they know better than the County Council knew in 2002 and hopes the board finds a way to control the development. Ms. Lavette stated that she thinks the 55-plus age limitation was required because the County at least knew it was the least impact and now with the latest discussion there will be several more vehicles in the driveway, more trips, more people going to school and every member in the home traveling leaving no doubts for greater impact.

Mr. Kevin Robinson, 340 Hand Avenue, stated that his property is in a key area where there is flooding. He commented that everyone that spoke touched on the right points. He continued that the road will be expanded, more trees will be cut, leaving narrow lines of trees to see what has been done behind them. Mr. Robinson added that in Cape Coral, Florida where his Aunt lives, the wetlands were dug out, it is flat, and they built canals and now nobody lives there. He stated that the development will affect the motorcyclists and change the traffic. He commented that Flagler has not built on their wetlands, their buffer and fresh air filter. Mr. Robinson stated that if The Loop is taken away that it is going to be just another flooded Beach Street and feels it is wrong and that the buffer is there so the development cannot be seen until it is too late. He concluded that Sugarmill used to be there and that it should be left alone.

Mr. Lawrence Rambo, 305 S. 27th Street, Flagler Beach, stated that he is friends with Ms. Lavette and concurs with 80 percent of what everyone who spoke said. He added that as an engineer the impact scares him. Highbridge Road is 2 ½ miles down the street from where he lives and is his main thoroughfare to get to Interstate 95. Mr. Rambo continued that it took over a month to get the road cleaned up after the last hurricane from the debris and trees on it. He asked if mobile homes were a serious consideration in a hurricane-zone. Mr. Rambo commented on how he heard about it being already cleared and that if the 55-year and older restriction is lifted that the developers would pay the extra fees for the schools and the impact fees for the people who bought the houses. He explained that he understands the fees as he has had to pay for them when building his own house. Mr. Rambo continued that on Colbert Lane there are a lot of developments now but that nobody is buying them or that want to live in the area of biker bars. He concluded that it is going to impact him, his world and his beach.

A speaker, with no name or address announced, asked if the impact fees for the roads, wetlands, and development are current or if they are from the information that was presented in 2002 when the project was originally scheduled for. She asked when the studies were done.

Mr. Parker Mynchenberg, 1729 Ridgewood Avenue, explained that he appreciates the commentary and also lives in the area and has for 64 years, raising three sons who went to local school systems. He replied that there are people that do not want Old Dixie Highway connected to Plantation Oaks Boulevard and there are problems during hurricanes where you cannot pass Old Dixie Highway and flooding on Walter Boardman Boulevard. He stated that they felt that connecting Plantation Oaks Boulevard was a necessity to provide another evacuation route. Mr. Mynchenberg

continued that there is some misunderstanding about what they are entitled to and what they are asking and clarified that the current zoning allows them to build 1,577 manufactured homes on leased lots. It also allows them to build 1,577 stick-built houses in the subdivision and sell the lots. He continued that when they were annexed and received city utilities the city knew the zoning and provided water and sewer because if they continued to develop in the County the City is still going to feel the impacts and they thought it was a good move to annex into the City of Ormond Beach.

Mr. Mynchenberg stated that he is a professional engineer and he designed the outlet mall, auto mall, and many other projects. He added that currently his firm designed and is redoing the Beach Street streetscape. Mr. Mynchenberg commented that he is proud of his heritage in Daytona Beach as a graduate of Mainland High School and UCF and chose to come back and operate a business in the area. He added that two of his sons are here and one of them is in Chicago. Mr. Mynchenberg commented that he is very proud of Ormond Beach and Volusia County and takes offense when people say he is not able to afford the project. They are 100 percent wrong as well as when they say it is a failure as it is the second manufactured home community that he and his partner developed with Plantation Oaks of Flagler being the first. There are 377 units and it was developed and sold out in six years with the first year only selling 17 homes. The first year in Plantation Oaks of Ormond 20 homes were sold. Mr. Mynchenberg added that they are ahead of the curve with the development with no concern of it failing. Mr. Mynchenberg brought up the comment about the development being a money grab, bait and switch, and stated that it is not and that they are entitled to build stick-built houses and are entitled to build houses on 65 by 110 foot lots with 1,000 square foot building minimums, which they are zoned for. Regarding the comment that they are building in the floodplain, Mr. Mynchenberg stated that he has developed and designed many projects that do have floodplain impacts and Plantation Oaks of Ormond Beach is outside of the 500-year flood and is not in a floodplain. Regarding the wetlands, Mr. Mynchenberg replied that out of the 1,050 acres there was approximately 110 acres of wetlands that were only impacted where they were crossed with Plantation Oaks Boulevard. The remainder of the wetlands have upland buffer setbacks and were permitted with the St. Johns Water Management District with recorded conservation easements over them. He confirmed that over 100 acres of the on-site wetlands are protected. Mr. Mynchenberg added that they had two large Florida Department of Transportation borrow pits on-site which was approximately 60 acres of the property.

Mr. Mynchenberg stated that he has also designed subdivisions along LPGA Blvd. in Daytona Beach and that the densities range out there from 3 to 5 units per acre. The overall density over 1,050 acres with 1,577 units are 1.5 units per acre in Plantation Oaks of Ormond, which is very low density. Regarding the school comments, Mr. Mynchenberg commented that they have a letter from the Volusia County School Board when they decided to look at lifting the 55-plus age restriction and asked the school staff to ensure they had capacity. In response to the gentleman from Halifax Plantation, Mr. Mynchenberg explained he had a meeting similar to this one when they were permitting Halifax Plantation and nobody wanted the development. He continued when looking at the street trees that they designed he is very proud of the subdivision, considering it is one of the nicest in the area. Mr. Mynchenberg added that the National Gardens Trust, who owned Ormond Lakes and Plantation Oaks, also owned 2,000 acres between Tomoka State Park and the Bulow State Park and 20 years ago they donated 2,000 acres to the Volusia Land Trust which since has been

transferred to the State of Florida. The original owners, who they purchased the property from, the National Gardens Trust, were instrumental in creating 10,000 continuous acres of park by joining the Bulow and Tomoka State Parks. They had set aside 2,000 acres of trees and park land. In reference to the Old Dixie Highway buffer, Mr. Mynchenberg commented that when they originally went to the County for the initial zoning they increased the buffer to 175 feet. Halifax Plantation has a 50-foot buffer along Old Dixie Highway. Mr. Mynchenberg concluded that they are not hiding anything and suggested a drive along Plantation Oaks Boulevard where it is wide open.

Chairman Thomas asked Mr. Mynchenberg to address the traffic studies inquiry. Mr. Mynchenberg replied that they have a traffic study and are part of a DRI with 1,577 homes that are vested and have built 37 of them currently. He continued that more traffic has to be generated before they can come close to any traffic threshold. In the future, as the subdivision is brought forward, there will be updates of traffic studies and right now they are already vested for 1,577 age-restricted homes and the traffic that is generated from them. Mr. Mynchenberg added that they are at the intersection of U.S. Highway 1 and Interstate 95 and are in the best spot in the whole County that is not developed as far as being able to put traffic on roads that have capacity as U.S. Highway 1 has capacity. He continued that they are not building on State Road 40 where there are bottlenecks. They are going out to U.S. Highway 1 and have a back door to Old Dixie Highway. Mr. Mynchenberg stated that the last traffic study was done in 2011 or 2012 and that they look forward to being voted up or down on the proposed amendment and commented that if the Planning Board and City Commission do not think it is in the interest of the city to make the change on lifting the 55-age restriction, that they can build 20 percent of the homes non-age restricted but wanted to take Phase 1 and make it an age-targeted, not age-restricted subdivision, similar to Halifax Plantation. Mr. Mynchenberg stated that they are not expecting a lot of school kids but would have the ability to take a young family in that has school kids. In return for lifting the 55-age restriction they will agree to not building the manufactured homes for the Phase 1 portion, as Halifax Plantation residents opposed the manufactured homes being adjacent to them.

Ms. Tolland asked about the city utilities and asked if there would be any septic tanks. Mr. Mynchenberg answered that there will not be any septic tanks. A water main and force main were extended from Phase 2 out to U.S. Highway 1 where they crossed it with directional drilling. There is also a lift station that the City of Ormond Beach owns and runs and the project was required to build to city standards within Phase 2. In addition, the project pays water and sewer fees.

Mr. Jorczak asked Mr. Mynchenberg given what he now knows about the housing market and geographic trends as well as the movement from people up north down to Florida, what the split between manufactured homes and stick-built homes are and if there is an advantage from a marketing standpoint to be building stick-built homes as opposed to manufactured homes. Mr. Mynchenberg replied that the manufactured home market is strong and he feels he is on track similar to the project 7 ½ miles north of Plantation Oaks of Ormond. He commented that having diversity of product, a total of 1,577 homes is a lot to get developed in a lifetime. Mr. Mynchenberg stated that part of the diversity is to have different product types so that there will be a market for both. Mr. Jorczak asked if he thinks there is a preference with the buyers of one over the other. Mr. Mynchenberg replied the buyers for the manufactured homes community are buying a lifestyle. He continued that they have a clubhouse

with every amenity you can think of including a zero-beach entry pool, pickle ball, shuffleboard, bocce, and a clubhouse café. He added that people buy 55-plus because of the amenities, lifestyle, camaraderie and social events and some have different homes or a Winnebago that during the summer they are somewhere else. Mr. Mynchenberg stated that it is tough to find single-family lots in the City of Ormond Beach. He added that there will be a great market for it. He and his partner are property developers and sell to the home builders. It is being discussed that Phase 1 will be stick-built homes. The 481 lots of Phase 3 would be decided after observing what the market does. Mr. Mynchenberg concluded in Phase 3 they will also see what the market does.

Mr. Jorczak asked if lifting the 55-age restriction is not approved if stick houses would still be built in that phase. Mr. Mynchenberg replied that the current plan is to build stick-built homes in Phase 1, but if they are not given the relief of the 55-plus he cannot commit to doing that and would explore a different way. He explained that when Plantation Oaks was done originally, the age restriction was requested by the project. Volusia County did not set the stipulation, it was asked for by him and his partner with the interest of building another manufactured home community like the one in Flagler and wanted it to be age-restricted.

Ms. Tolland thanked Mr. Mynchenberg for the 175-foot buffer and asked if there was some type of contiguous corridor for wildlife to move in the area or if the developments are blocking the ability. Mr. Mynchenberg explained that Plantation Oaks is bounded by U.S. Highway 1 and Interstate 95 where there is a fence that keeps any wildlife from crossing Interstate 95. He continued that the 10,000 acres in the wildlife corridor, extends from Tomoka State Park north to Bulow State Park. The previous property owners made the 10,000 acres contiguous when the 2,000 acres was donated.

Mr. Briley thanked everyone for coming out and stated that he was born and raised in the area and his parents were also from here. His father's family moved to the area in the 1940s and his mother's family moved to the area in 1850s. He continued that he has seen a lot of change in the town with growth and development. Mr. Briley commented that he has come to the City Commission meetings since he was 14 to 15 years old and has seen a lot of debate in the Chambers about different projects. He added that Hunter's Ridge, Breakaway Trails, Halifax Plantation and Plantation Bay all met at the Chambers to voice their concerns about what was happening on Ormond Beach's doorstep in Volusia County. Chelsea Place is the same with being developed in Volusia County and annexed in the city. Ormond Lakes, Ormond Green, Il Villaggio were all subdivisions built next to or in Ormond Beach with opposition. Mr. Briley commented that with Hunter's Ridge, the City Commission denied the DRI that it went on to Tallahassee and was overturned there. He stated that we live in the third largest state in the United States with it growing daily and said he does not like it any more than anybody else likes it. Mr. Briley commented that people have to live somewhere and we live in paradise and people outside of the state want to live in paradise. He added that this development project was granted development rights in 1986 by Volusia County and the Planning Board cannot now go back and undo it. Mr. Briley continued that all that we can do is assume as the City the development rights that were given to the applicant by the County and have to honor them as part of the annexation because State Statutes requires so. What should be discussed tonight is if we are in favor of 55-plus or not because as the applicant stated, he can do stick-built homes or manufactured homes either way. Mr. Briley stated

that he always thought the City of Ormond Beach was a family friendly town and he does not know why we would want to prevent certain people from living here. Mr. Briley added that nothing was given to anyone and that the project was approved by Volusia County. Regarding the traffic concerns, Mr. Briley stated that he has seen traffic on Beach Street where he grew up 10-fold or more and changing the traffic pattern would be difficult. Old Dixie Highway is designated by the County of Volusia as a major collector road, therefore the County issues the permits for the cuts so the traffic issue would have to be a Volusia County issue. He commented that he is not sure if the city could mandate whether ingress and egress comes into the development. Mr. Briley explained that he understands the frustrations but that there is not much that the board can do about the development because it has already been approved. He commented that the city annexing it is a good thing, because they will get city water and sewer and not put septic tanks in environmentally sensitive lands. He continued that he would not accept any more septic tanks close to the Tomoka River. Mr. Briley concluded that he is inclined to support the measure and hopes everyone can come together on it because even if declined, the project will still move forward.

Mr. Jorczak stated that Mr. Briley's comments, as a long-time resident of the area, should carry a lot of thought. The debate on whether we are going to have more people in the City of Ormond Beach has been going on with numerous projects that have come before the board. He continued that the flow of people coming to the area is not going to be stopped. Mr. Jorczak commented that the applicants have legal rights. He continued that his preference is to see stick-built framed homes over manufactured homes and agrees that there is a market for both. He added that some of the manufactured homes that are being constructed today are nice residents and not the typical double-wide that you may see in the hill country or other localities. Warren Buffet has invested heavily in this type of housing and it fills a need in the communities and gives a level of diversity as far as the range of people that can afford housing. Volusia County is known in the state as being one of the lowest paid counties in the State of Florida, therefore in order for the City to get the services and be able to provide the things that people want, we need a range of affordable housing and flexibility that these type of communities can give. Mr. Jorczak continued that supermarket employees and the industry we are trying to attract to diversify our area that typically do not make executive level salaries and need housing. Therefore, the city should be providing it and diversifying our community. Mr. Jorczak explained that from his perspective trying to make a judgement whether above age 55 or less than 55 is going to have an impact on traffic and commented that he cannot make that judgement. The statement made earlier that there probably would not be an appreciable difference between the two and given all the information presented he is inclined to vote for the project.

Ms. Tolland stated that there were accusations made that the board does not care about their city, and she wanted to make clear and known that the board is a volunteer position and they work full-time jobs and then come to the board meetings. She continued that they love their city and she has been here since 1989, raising seven kids in the area and ran The Loop approximately three times per week when she ran marathons. Ms. Tolland added that she loves nature, the environment and does not like septic tanks or clear cutting but understands development occurs. She commented that it is the board's job to make sure that development occurs in the best way that the city can handle and meet the citizens' needs. Ms. Tolland stated she

would have protected the land from development if she would have been involved when this started. She commented that she applauds the developer with the 175-foot buffer. Ms. Tolland stated that nothing can be done with what the state mandates the city to do and regarding the decision of the single-family homes over 55 and the manufactured homes, she thinks single-family homes are more attractive. She added that she does not believe there is going to be that much impact with most of the city being over 55, therefore it will not be instances of young people coming in with 20 kids and 10 cars in the driveway. Ms. Tolland concluded that she is leaning towards taking away the 55-plus requirement, preferring stick-built homes as a better impact for the City.

Mr. Scudiero stated that he does not have much more to add considering the additional items left to discuss and is ready to vote.

Mr. Galloway stated that he took detailed notes of what was said in the meeting and offered his availability to discuss any of the topics brought up. He continued that the board does have concern with what goes on in the community. He added for 25 years he rode his bicycle between 26-56 miles every other day through The Loop. Mr. Galloway commented that his friend got hit on The Loop eight years and since then his bicycle hangs on the ceiling in his garage. He asked that everyone think about where they live and ask if they create some of the traffic on The Loop. Mr. Galloway stated that he wants everyone to think about every tree that was cut down when they pull in to their driveway entering into their neighborhood and walk around their homes and notice every tree cut down where the house is. He commented for those who recently moved to the area to think about if they are part of the impact depending on when their home was built. Mr. Galloway stated that when he moved to the area in 1982, Nova Road and Granada Boulevard were two-lane roads, and he had an impact then on the community. In regards to population growth the city will never be a Coral Gables or Miami. Mr. Galloway continued that he lives off of Beach Street and can get to the Interstate today much quicker than 25 years ago and hopes the city will put smart lights on Granada Boulevard so that he does not have to wait two minutes for one car that triggers the lights. He commented that looking around the room he and everyone else are pretty much senior citizens and added that he drives his car 32,000 to 40,000 miles a year within the community as a commercial commuter and sees more older people than younger people, therefore, if the city does not continue to grow it will become a dying community. Mr. Galloway continued that he is glad that the city has multiple local developers and is offended when a local developer is called out that has the love, the heart and the soul of this community and signed their name and paid checks, substantial payroll and taxes, more than the average pay a citizen gets in this community. He stated that he thinks everyone is proud of the community as they are still here, but asks where the people from New York and New Jersey will move to with the current events of today and asks if a stop sign will be put up in Ormond Beach. He continued that they will look at North Carolina, South Carolina, Georgia, Alabama and Florida. Mr. Galloway concluded with his "toys in the sandbox" theory urging everyone to share their area and added that he will be in favor of this.

Chairman Thomas stated that he listened to everybody tonight and heard how everyone loves the City of Ormond Beach along with the criticism that the board, City Commission, and Government are screwing it up. He added that he moved to Ormond Beach in 1973 and his house was on Nova Road, but has lived in Florida for 71 years. Chairman Thomas commented that if you like Ormond Beach to thank him

as he has been on the board for 30 years and must have done something right. He added that there may be some decisions that residents do not like but there were people sitting in their seats when they were moving here that did not want them moving here. Chairman Thomas stated that when Breakaway Trails was being built a woman stood up at the meeting that lived in the area *only six months* and pleaded for the board not to ruin Ormond Beach and mess up this paradise. There is always somebody against development. He explained the board's hands are tied and you cannot change what a person is entitled to do with their property and with what the law says that they can do. If attempting to change, the tax payers will pay a large bill when the lawsuit comes with a judgement against the city. Chairman Thomas stated that back in 1973 there was no traffic and there was more time spent going over the drawbridge. Granada Boulevard stopped at the railroad tracks leading traffic up to the bait and tackle shop by the cement plant and go over U.S. Highway 1 to go up to get on State Road 40 to go to the beach. He commented that progress will happen and to remember that when you moved here somebody did not want you to move here. Chairman Thomas stated that he likes the stick-built homes because the tax base is higher. With manufactured homes, the payment is \$500.00 dollars a tag and the landowner pays the taxes. He added that his colleague is right, "when you stop growing, you start dying". He continued that a lot of people might think manufactured housing is the best advantage, but what is best for all of Ormond Beach should be considered. Chairman Thomas stated that the city may go back to the roll-back on taxes and a lot of the services may be cut because of the virus with no money coming in from the state. He concluded that the board is doing their best and is trying to grow responsibly and with that will vote for the stick-built houses.

Attorney Hayes stated that there are three items, with the first two connected with a rezoning to bring it under Ormond's umbrella, incorporating the development agreement that was approved by Volusia County. He continued that the third item is whether or not to approve the request to remove the age restrictions. They can be voted on separately or as one motion if all are in agreement.

Mr. Briley motioned to approve PRD 2020-022: Plantation Oaks Subdivision, Amendment to Official Zoning Map, Item #s 1, 2 and 3. Mr. Jorczak seconded it. Vote was called, and the motion was approved (6-0).

B. RZ 2020-040: First Amended North US1 ISBA Amendment to Official Zoning Map

Ms. Becky Weedo, Senior Planner, explained that on January 21, 2020 the City Commission adopted the amendments to the Future Land Use element of the Comprehensive Plan for the 11 properties within the first amended Interlocal Service Boundary Agreement (ISBA). The City's official zoning map now needs to be amended to ensure compatibility and consistency with the adopted Future Land Use. The proposed zoning amendment is a result of the amendments to the City of Ormond Beach Comprehensive Plan that implemented the provisions of the First Amended Interlocal Service Boundary Agreement (ISBA) between the City of Ormond Beach and Volusia County. Ms. Weedo displayed the proposed First Amended ISBA Zoning Map showing the properties which will remain in the unincorporated area but under the city jurisdiction for future development. Out of the 11 individual privately owned properties, 10 are vacant with one parcel developed as a single-family home. She continued that based on the analysis of current County and proposed City zoning

Michael Lee Young
194 Royal Dunes Boulevard
Ormond Beach, Florida 32176
305-762-2299
mikeyoung1945@gmail.com

June 10, 2020

Colby J. Cilento
City Clerk
22 South Beach Street
Ormond Beach, FL 32175

Planning Board-Plantation Oaks
6-11-2020

Dear Mr. Cilento:

Please make the attached Questions for Planning Board, having been previously provided in letters, available for their review in Meeting Agenda and recorded in the Meeting Minutes.

Thank you for your assistance.

Yours truly,



Michael Young

Attachments: Pages 1-9

Colby -Planning Board, Plantation Oaks-6-11-2020

Cc: Selby

Michael Lee Young
 194 Royal Dunes Boulevard
 Ormond Beach, Florida 32176
 305-762-2299
mikeyoung1945@gmail.com

June 1, 2020

Mr. Steven Spraker
 Planning Director
 22 S. Beach Street
 Ormond Beach, 32175

Planning Board June 11
 PRD 2020-022

Dear Mr. Spraker:

According to Plantation Oaks on line enclosed "The first phase consists of 97 land lease manufactured home sites, a 10,000 square foot club house and on site amenities."

It also indicates that there will be 427 lots on 233 acres and will be developed in four phases.

Your published notice refers to Phase 1 (669 lots) site built, single family, standard dwellings on fee simple lots of approximately 1055.80 acres.

Please provide a general site plan indicating the two areas mentioned.

Please also provide the annexation agreement and focusing on Ormond Beach assuming responsibility for Broadway Avenue.

Did Ormond Beach receive the plans and construction inspection reports for the roadway and have determined that it meets City code?

Rate payers do not want a situation akin that this City Management assuming responsibility of Pineland Trail and now wanting to spend \$5,761,259 to "bring this roadway, designated as a Minor Arterial Roadway, up to City Standard roadway conditions".

With no explanation as to what deficiencies exist, who designated it as a Minor Arterial Roadway and why it was accepted in this condition.

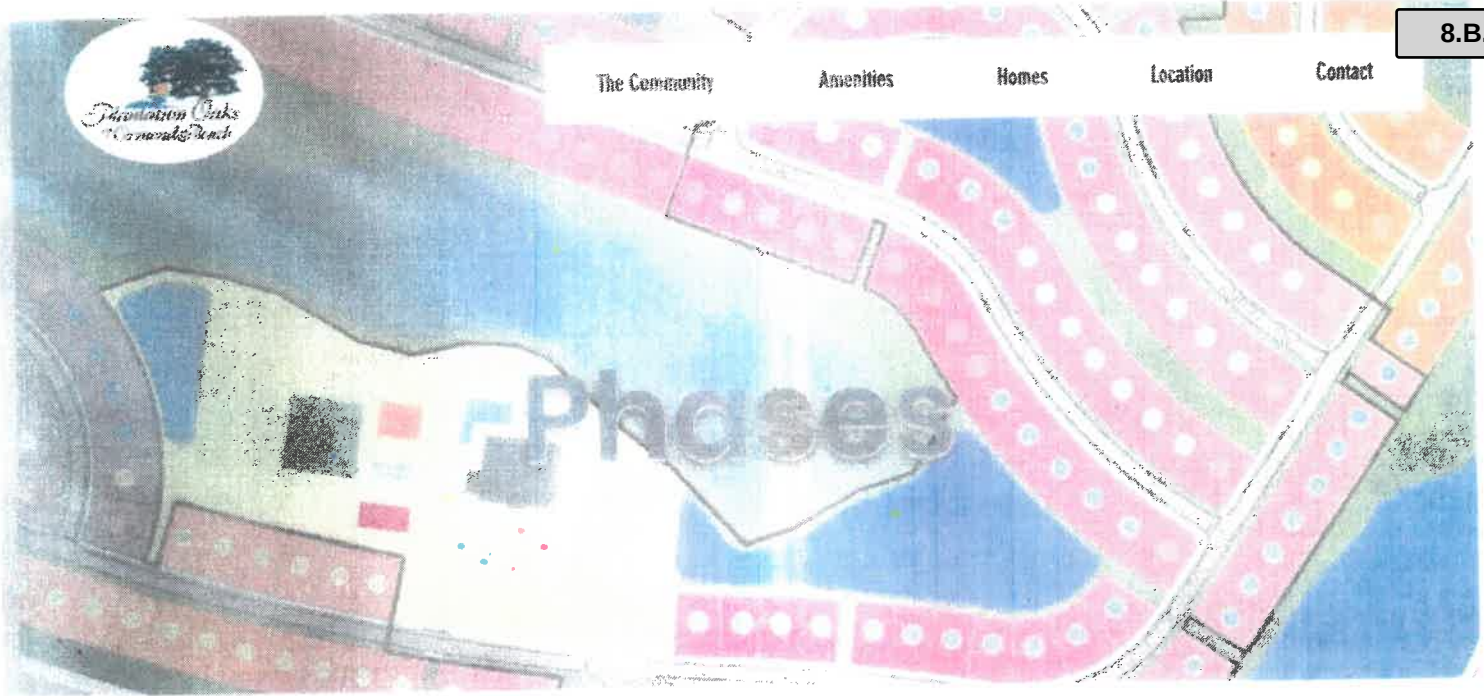
Will City be compensated for FP&L roadway lighting costs, sidewalk liability and maintenance, landscape upkeep and eventual roadway replacement?

Your assistance is appreciated in advance.

Yours truly,

Michael Young

Spraker Plantation Oaks 2
 Cc: Selby, OBO



Planned to support a retirement life with the attention you deserve

Plantation Oaks of Ormond Beach is Florida's newest 55+ manufactured home community. This private, gated, age restricted, 55 and older, manufactured home retirement community consists of 427 lots on 233 acres. The community will be developed in four phases. The first phase consists of 97 land-lease, manufactured home sites, a 10,000 square foot clubhouse and onsite amenities.

All homes will be manufactured homes with a two-car garage and a cozy front porch. The home sizes vary from a minimum of 1,200 square feet to 2,400 square feet.

We are now taking refundable deposits for lot reservations. Don't miss out on the opportunity to be a part of this exciting new community! You will absolutely feel a sense of pride.



The Community

Amenities

Homes

Location

Contact

Plantation Oaks of Ormond Beach • 2380 Chretien Drive, Ormond Beach, Florida 32174
• 386.310.7607 or 844.377.7662

PRD 2020-022: Plantation Oaks Subdivision, Amendment to Official Zoning Map

This is an administrative request, based upon annexation, to (1) amend the City's Official Zoning Map for the Plantation Oaks subdivision from Volusia County Plantation Oaks of Ormond Beach Planned Unit Development (RPUD), Volusia County RR (Rural Residential), Volusia County R-3 (Urban Single Family Residential), Volusia County R-4 (Urban Single Family Residential) and Volusia County R-5 (Urban Single Family Residential) to City of Ormond Beach PRD (Planned Residential Development), (2) approve an Ormond Beach development order incorporating the existing Volusia County zoning approvals, and (3) authorize an amendment to allow Phase 1 (669 lots) of the Plantation Oaks subdivision to delete the age-restriction that limits residents to 55 years of age and over. All homes constructed within Phase 1 shall only be site built, single-family, standard dwellings on fee simple lots, with no manufactured or mobile homes allowed. The Phase 1 lots would be subject to Volusia County school concurrency. The property is approximately 1,055.80 acres being generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1.

CAPITAL PROJECT DETAIL

PROJECT TITLE

Pineland Trail Roadway Improvements

PROJECT#**CATEGORY**

Transportation

FUND

308-Transportation

PROJECT LOCATION

Pineland Trail (Airport Road to Broadway)

MANAGEMENT

Engineering

PROJECT SCOPE

Reconstruction of Pineland Trail to City Roadway Standards, upgrade of roadway drainage facilities, construction of mixed use path along roadway.

JUSTIFICATION

Pineland Trail was originally constructed by Volusia County. Although recent paving projects have improved the drivability of this project will bring this roadway, designated as a Minor Arterial Roadway, up to City Standard roadway conditions. Development activity in this area, including the construction of Security First property at Ormond Crossings and the proposed extension of Business Park Drive would increase use of this roadway as an important north-south roadway within the City of Ormond Beach. Improving drainage facilities in this corridor provides an additional benefit for the properties along Pineland Trail, and the construction of a mixed use path further promotes the City's Trail network by providing access to the Ormond Beach Sports Complex facilities from Airport Road and future sidewalk along US 1.

PROJECT COST METHODOLOGY

Estimates are based upon unit pricing from recent bids of similar roadway projects within the City.

<u>EXPENDITURE</u>	2019-20	2020-21	2021-22	2022-23	2023-24	Total 2019-20 to 2023-24	Other Requests without identified funding source
Design	0	691,350	0	0	0	691,350	0
Construction	0	0	0	4,609,000	0	4,609,000	0
Construction Admin/Engineering	0	0	0	480,900	0	480,900	0
Total	0	691,350	0	5,069,900	0	5,761,250	0

Michael Lee Young
194 Royal Dunes Boulevard
Ormond Beach, Florida 32176
305-762-2299
mikeyoung1945@gmail.com

October 7, 2019

Ms. J. Shanahan
Ormond Beach, City Manager
22 S Beach Street
Ormond Beach, FL 32175

Plantation Oaks Blvd.

Dear Ms. Shanahan:

You have directed the Planning Board October 10, 2019 to add Plantation Oaks Blvd to the City for Perpetual Maintenance and required interface.

You have done this without any knowledge or comprehension of construction design, inspection or specifications of the subject roadway as it was never part of Comprehensive Plan or Ormond Crossings.

Having annexed Pineland Trail previously, you now want to completely rebuild it at Residents cost of \$5,761,250, due to your determination that it is now substandard.

Please request full design and construction and inspection records for review prior to assuming responsibility for Plantation Oaks Boulevard.

As only Plantation Oaks has any advantage of this roadway and as this is a non taxable manufactured housing annexation, an annual assessment for police, fire, landscape, including any planned improvements, roadway, storm water drainage and management, with street light electrical service charges would certainly be a requirement of any equitable assumption by the Residents of Ormond Beach.

Yours truly,

Michael Young

Shanahan Plantation Oaks Blvd
Cc: OBO, Selby, DNJ

Never Annexed

Michael Lee Young
194 Royal Dunes Boulevard
Ormond Beach, Florida 32176
305-762-2299
mikeyoung1945@gmail.com

October 2, 2019

Mr. Steven Spraker
Planning Director
22 S. Beach Street
Ormond Beach, 32175

Planning Board October 10
Your e-mail

Dear Mr. Spraker:

I am unable to relate to any documents I can find other than 2. e. Table 6 which does not show Plantation Oaks or Plantation Oaks Boulevard.

In Table 6 please advise how and by whom route type designations were established since there is no Engineers Stamp on the sheet.

Nor does Ormond Crossings Land Use Plan Exhibit indicate that Plantation Oaks was never a candidate for annexation to Ormond Crossings.

Please advise what Comprehensive Plan use are being changed and where the Objectives 1.11, 9.1(and table) and Figure 11 may be found.

Where is the complete annexation agreement, which would seem necessary to make these drastic and spur of the moment changes to long established Plans and Objectives.

There are certainly many questions as to authority and benefit to Ormond Residents of this annexation.

Your assistance is appreciated.

Yours truly,

Michael Young

Spraker Plantation Oaks
Cc: Selby
OBO

Not Answered



RECEIVED
JAN 11 2019
CITY MANAGERS OFFICE

ED KELLEY
COUNTY CHAIR

DEBORAH DENYS
VICE CHAIR
DISTRICT 3

JOYCE M. GUSACK
AT-LARGE

PAT PATTERSON
DISTRICT 1

BILLIE WHEELER
DISTRICT 2

HEATHER POST
DISTRICT 4

DR. FRED LOWRY
DISTRICT 5

GEORGE RECKENWALD
INTERIM COUNTY MANAGER

January 4, 2019

Ms. Joyce Shanahan, City Manager
City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

Subject: Annexation of Plantation Oaks

Dear Joyce:

Happy New Year to you, the elected officials and your staff.

I received the notice sent by the City of Ormond Beach regarding the proposed annexation of the Plantation Oaks development and reviewed it with staff from the County Attorney's office, Public Works Department and Growth & Resource Management Department. There is a concern with the annexation since it results in the creation of enclaves. There will be properties within the jurisdiction of Volusia County that will be surrounded by the Plantation Oaks development resulting in enclaves, which is prohibited under section 171.044 Florida Statutes. Additionally, there are properties west of Plantation Oaks Boulevard/Broadway Avenue that will remain in the jurisdiction of Volusia County, but can only be accessed through Ormond Beach if the annexation is approved. Please see the attached map for clarification. Both of these conditions are not allowed under state law, and could warrant a legal challenge by the County of the City's proposed voluntary annexation, but there may be a simple solution.

The Volusia County Council is supportive of efforts by cities to annex the urbanized areas within their utility service area and want to assist the City of Ormond Beach with the annexation of the Plantation Oaks development. We believe that this can be addressed through an amendment to the Interlocal Service Boundary Agreement (ISBA). This agreement includes provisions that allow for the annexation of properties that may result in the creation of an enclave. We are willing to work with you and your staff to amend the ISBA to include the enclaves that would be created by the proposed annexation. We will need to work out the timing of the amendment to the ISBA since it should be amended prior to or concurrent with the annexation hearings.

123 West Indiana Avenue, Room 301 • Deland, FL 32720-4612
Tel: 386-740-5133 • FAX: 386-943-7020

www.volusia.org

Ms. Joyce Shanahan
 January 4, 2019
 Page 2 of 2

I need to point out a standard requirement that is included in all of the ISBA's approved by Volusia County, including the one with Ormond Beach (attached). The city and county agreed that there would be the transfer of all non-thoroughfare roads to the city once more than 51% of the road frontage has been annexed into the city. Plantation Oaks Boulevard is not a designated thoroughfare road (see attached map) so if the ISBA is amended to allow for the annexation of Plantation Oaks it would be subject to that condition. We believe that once Plantation Oaks is annexed the frontage along Plantation Oaks Boulevard will exceed 51% within the jurisdiction of the City of Ormond Beach. This would trigger the requirement that Ormond Beach take ownership and maintenance of Plantation Oaks Boulevard.

My staff and I are committed to assist the city staff with the amendment to the ISBA and look forward to working out a successful outcome to this situation. Please contact me if you wish to meet to review the changes that are needed to the ISBA and to set a schedule to expedite the processing of the amendment and the annexation.

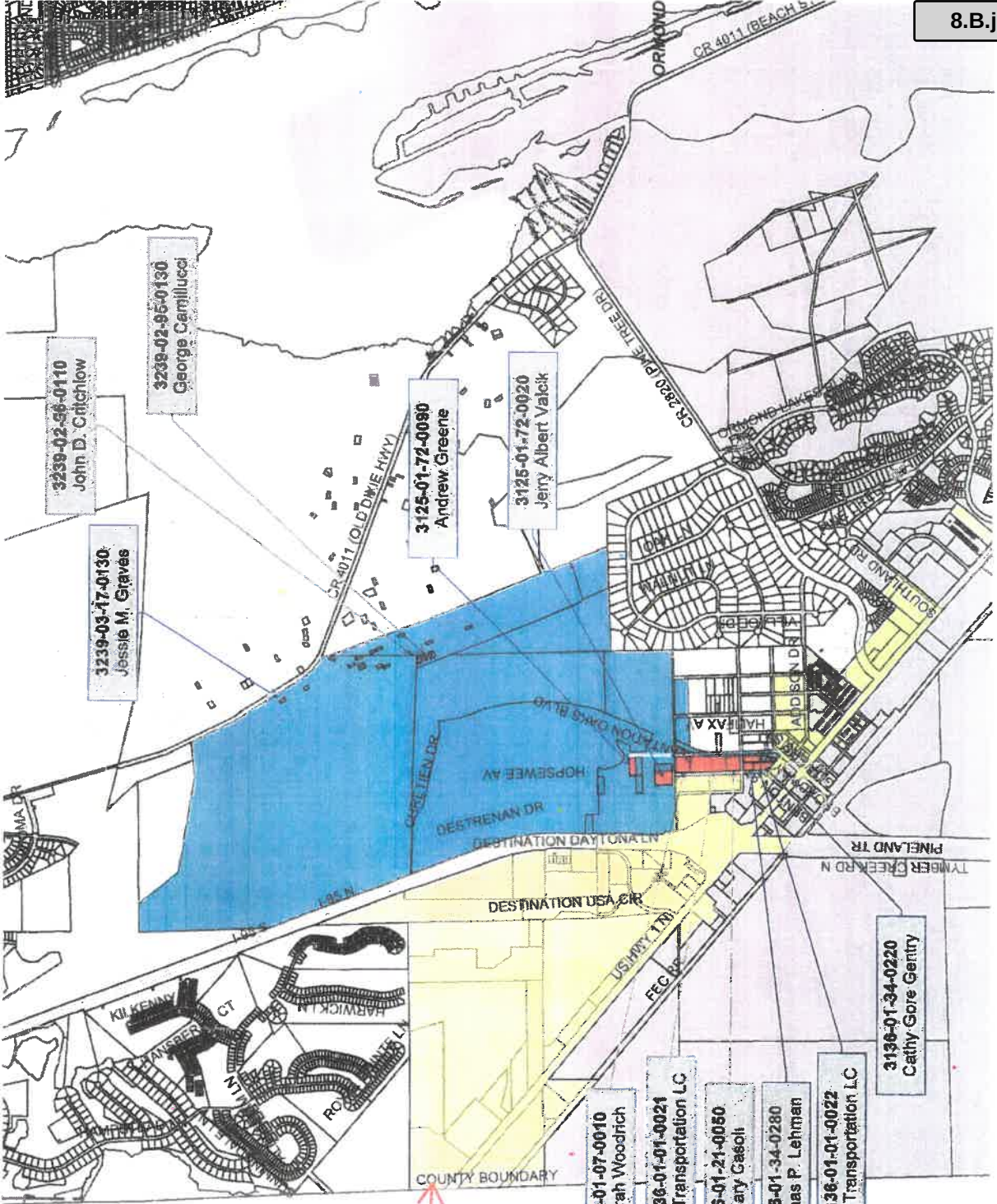
Sincerely,



George Recktenwald
 Interim County Manager

cc: Volusia County Council
 Dan Eckert, County Attorney
 Donna de Peyster, Deputy County Manager
 Jamie Seaman, Deputy County Attorney
 Michael Rodriguez, Assistant County Attorney
 John Angiulli, Public Works Director
 Clay Ervin, Growth & Resource Management Director

Attachments: Annexation Map
 Interlocal Service Boundary Agreement
 Volusia County Thoroughfare Map



KEY

1980-1981 = ISBA

Photo - City of Ormond Beach

= Plantation Oaks Proposed Annexation

Red = Enclave Parcels

These brownish colors are areas within the ISBA that have been annexed into the City

From: Deborah Thompson <tdebbie39@yahoo.com>
Sent: Wednesday, June 10, 2020 5:00 PM
To: Partington, Bill
Subject: Rezoning

[External Email-Use Caution] - OB/IT Helpdesk

Dear Mayor,
Please keep the loop area as is and not rezone that area.

Thank You,
Deborah Thompson

Sent from my iPhone

From: Steven BELCHER <smbelcher@sbcglobal.net>
Sent: Wednesday, June 10, 2020 8:40 PM
To: Partington, Bill
Subject: Plantation Oaks

[External Email-Use Caution] - OB/IT Helpdesk

Hello Bill,

I am a new resident of Ormond Beach and love our new town. We've visited here for years, and after returning to our home state we settled in Ormond as a sanctuary from what Florida has sadly become. After months of reflection, we chose the Toscana subdivision on Old Dixie Highway near the Tomoka State Park. We fell in love with the serenity, and proximity to downtown Ormond. We could not have made a better choice and have met so many long time residents that have been so welcoming.

Today, we noticed a billboard on Old Dixie regarding the Plantation Oaks project and decided to check it out. OMG! We never imagined a development of this magnitude encroaching on one of the most pristine sanctuaries in Florida. Sun City - Ormond is the last thing I would have expected for beautiful Ormond Beach! As I happily dodged all the bicycles on Old Dixie today, I couldn't help but think, "what the hell are the people who are regulating development in Ormond doing, particularly those who have been here for a long time?"

I regret not having moved here sooner and having the time to impact the city's position on development. Providing access to a historic road from a mega-development is wrong. Infringing on the cyclists use and safety if that road is wrong, particularly when US 1 is a perfectly good alternative for a high density development. Putting additional traffic on a historic road that cannot (and must not) be widened is wrong.

I hope you will share my concerns with your fellow councilpersons, and I look forward to discussing this issue, and others regarding uncontrolled development with each of you soon. Please stand up for what makes Ormond Beach unique in East Central Florida. Being different is our advantage.

Steve Belcher
216 Vista Della Toscana
Ormond Beach, FL 32174
(203) 520-1738

From: [Partington, Bill](#)
To: [Shanahan, Joyce](#); [Whitley, Claire](#); [Hayes, Randy](#); [Spraker, Steven](#)
Subject: Fwd: Please Save The Loop
Date: Thursday, June 11, 2020 8:27:37 AM

Bill Partington
Sent from my iPhone

Begin forwarded message:

From: Julie Lantier <julielantier247@gmail.com>
Date: June 10, 2020 at 11:31:37 PM EDT
To: "Partington, Bill" <Bill.Partington@ormondbeach.org>, "Persis, Susan" <Susan.Persis@ormondbeach.org>, "Selby, Dwight" <Dwight.Selby@ormondbeach.org>, "Kent, Troy" <Troy.Kent@ormondbeach.org>, "Littleton, Rob" <Rob.Littleton@ormondbeach.org>
Subject: Please Save The Loop

[External Email-Use Caution] - OB/IT Helpdesk

Please don't proceed with the rezoning in The Loop for the proposed Plantation Oaks 1,000 + acres. This is a continuing tragedy. It needs to stop. I truly feel the community is not behind a rezoning there. Not only is it beautiful but it's vital to our eco system and needs to be protected. It's a shame the people have to constantly battle to save it.

Please side with the citizens and not developers this time.

Thank you,

Julie Lantier
Standish Dr., Ormond Beach

From: [Bonnie Kurpa](#)
To: [Spraker, Steven](#)
Subject: Loop
Date: Thursday, June 11, 2020 6:08:09 AM

[External Email-Use Caution] - OB/IT Helpdesk

No more construction in the Loop!
Bonnie Kurpa

Sent from my iPhone

Spraker, Steven

From: Stacey Simmons <StaceySimmons386@hotmail.com>
Sent: Thursday, June 11, 2020 7:23 AM
To: Spraker, Steven

[External Email-Use Caution] - OB/IT Helpdesk

I do NOT agree with development in the park! Please do not allow more development along the river. Wells and Septic tanks will be the option as water and sewer are not available in this sensitive area of Ormond Beach!
The Halifax River cannot support more development without detriment to Florida's natural environment.
Please vote no on more houses!

Sent from [Mail](#) for Windows 10

From: [Catie Tappan](#)
To: [Spraker, Steven](#)
Subject: Long Live the Loop!
Date: Thursday, June 11, 2020 8:04:52 AM

[External Email-Use Caution] - OB/IT Helpdesk

For those of you meeting today to discuss permitting construction, I beg of you to make a 180 and instead, make this protected land. Deem it a preserved area where NO amount of greed or money will be able to override the importance of saving a unique area such as this.

The amount of construction happening in Volusia is alarming. Masses of "luxury" apartments popping up all over, from Port Orange to LPGA. Florida boasts one of the most unique habitats and instead of protecting it, we are willfully mowing it down. The devastation may be hard to see now but will have lasting effects long after the money made from it is gone.

I implore you, I beg you, PLEASE, stop the development on the Loop. Keep it green and enjoyable for everyone, including the flora and fauna.

Do the right thing!!
Mary C Tappan
Volusia Resident since 2005

From: [Joe Jaynes](#)
To: [Christine Gaynor-Patterson](#); [Spraker, Steven](#)
Cc: [Karon Jaynes](#); [Nancy Galdo](#); [Paula Wehr](#); [Richard Gardner](#); [Rita and Marty Press](#); [Rob Bird](#); [Wanda Bankston](#)
Subject: Re: Ormond Resident Concern - The Loop
Date: Thursday, June 11, 2020 9:46:25 AM
Attachments: [Plantation Oaks Synopsis.pdf](#)

[External Email-Use Caution] - OB/IT Helpdesk

I am hearing from many people about the Planning Board hearing tonight.

I am afraid there are some misconceptions about what is going on.

I have attached a synopsis of the local government actions taken regarding Plantation Oaks.

What the City is doing is a positive thing. By rezoning the property under City zoning regulations, it eliminates the Volusia County 2012 amendment that allowed mobile homes and 55 and over age restrictions. That meant no property taxes and no school taxes. This returns the development to site built, single family, standard dwellings on fee simple lots. The development will now pay City impact fees, property taxes for public services, and school taxes.

We cannot go back in time to say NO to the development and it's impacts on the Loop. But we can say YES to this rezoning action by the City because it is a positive thing for the residents of Ormond Beach. Let me know if you have any questions. Joe Jaynes

On 6/11/2020 9:20 AM, Christine Gaynor-Patterson wrote:

Hello, Board Members,

I'm a home owner and resident of Ormond Beach. I moved into the area from Palm Coast directly because I wanted to live in "Tree City." Ormond's ecosystem is embedded in its culture of the city and that culture is being ripped away with every new development that doesn't respect the environment.

"The Loop" is one of the most iconic features of our city and I have learned it is under threat of being destroyed. This is bad for business. This street allows visitors and residents to enjoy a scenic drive and a relaxing experience. Whether just driving through or stopping to fish, or kayak, this is an experience that other cities cannot provide. We do. Until it is ripped away.

I as a tax paying, voting resident, and property owner, I am formally requesting you preserve the loop. The future of the environment but also the culture of this city is in your hands. We are relying on you to do something.

Best regards,

Christine Gaynor-Patterson
386-283-2366

From: [Karon Jaynes](#)
To: larkshield@aol.com; [Spraker, Steven](#)
Cc: [Karon Jaynes](#); [Nancy Galdo](#); [Paula Wehr](#); [Richard Gardner](#); [Rita and Marty Press](#); [Rob Bird](#); [Wanda Bankston](#)
Subject: Re: Please consider
Date: Thursday, June 11, 2020 9:57:35 AM
Attachments: [Plantation Oaks Synopsis.pdf](#)

[External Email-Use Caution] - OB/IT Helpdesk

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On 6/11/2020 9:48 AM, larkshield@aol.com wrote:

Dear Ormond Loop Board,

My understanding is the Loop is under threat of development. I know all of you have fought in the past to save the Loop and I hope you will do so now. People from the area and all over the country come to Ormond Beach because they value the scenic beauty of the Loop. The developers may make their money in the short term but leave the residents that live in Ormond Beach with a loss of an iconic and valuable part of the soul of the city. How could anyone put profits over that? Actually, the city, in the long run, may lose money because many may decide not to come to Ormond anymore. Who wants to take a ride to just another area that has been clearcut with development after development? Please do whatever you can to stop this. We are counting on you. You may have to step on some powerful toes but it needs to be done.

Thanks for your thoughtful consideration,

Lark Shields
Ormond Beach

From: [Tammie Beer](#)
To: [Spraker, Steven](#)
Subject: Save the Loop
Date: Thursday, June 11, 2020 10:03:49 AM

[External Email-Use Caution] - OB/IT Helpdesk

Hello Mr. Spraker,

I am writing this e-mail to voice my opinion on the purposed loop re-zoning and destruction. The loop is a beautiful part of Ormond Beach that locals enjoy and visitors come see from all over every time they are in town. Destroying anymore of it for a hand full of people to enjoy for their back yards would be a disgrace for Ormond Beach to allow to happen. I have lived here all my life but have traveled all over and the legendary "loop" is something you can not find everywhere and once it is destroyed it will never be the same.

I am sure you hear all the time the growing pains and rebellion of the Ormond Beach citizens rejecting any kind of growth (i.e. Wawa on Granada), as hard as that is to some, growth is necessary and painful at times. But this is part of Ormond Beach History that we will never get back and I just ask you and all others that are involved to leave the loop alone. Let the citizens enjoy the beauty Ormond Beach has to offer for years to come.

Thank you for your time,

Tammie Beer
President



From: [Rita Press](#)
To: [Joe Jaynes](#)
Cc: [suzanne scheiber](#); [Spraker, Steven](#); [Karon Jaynes](#); [Nancy Galdo](#); [Paula Wehr](#); [Richard Gardner](#); [Rob Bird](#); [Wanda Bankston](#)
Subject: Re: Development on the Loop
Date: Thursday, June 11, 2020 10:07:10 AM

[External Email-Use Caution] - OB/IT Helpdesk

Dear Joe , I hope your very concise and clear explanation will help clear the matter with many folks who are “new” to the loop and its long history of how and why we are here.

My personal observation as one who was in the trenches of this battle is “this development never knew what it wanted to be.”

Stay well and stay safe!

Martin and Rita

Sent from my iPhone

On Jun 11, 2020, at 9:45 AM, Joe Jaynes <JoeJaynes@cfl.rr.com> wrote:

I am hearing from many people about the Planning Board hearing tonight.

I am afraid there are some misconceptions about what is going on.

I have attached a synopsis of the local government actions taken regarding Plantation Oaks.

What the City is doing is a positive thing. By rezoning the property under City zoning regulations, it eliminates the Volusia County 2012 amendment that allowed mobile homes and 55 and over age restrictions. That meant no property taxes and no school taxes. This returns the development to site built, single family, standard dwellings on fee simple lots. The development will now pay City impact fees, property taxes for public services, and school taxes.

We cannot go back in time to say NO to the development and it's impacts on the Loop. But we can say YES to this rezoning action by the City because it is a positive thing for the residents of Ormond Beach. Let me know if you have any questions. Joe Jaynes

On 6/11/2020 9:16 AM, suzanne scheiber wrote:

Good morning,

I'm requesting the Ormond Scenic Loop and Trail advocate for the Loop by creating a letter of support to Save the Loop from the recent development changes. The planning board meeting is this evening at 7:00.

So you are aware a petition has been started with over 1700

signatures on it.

I look forward to hearing from you.

Suzanne Scheiber

<Plantation Oaks Synopsis.pdf>

From: [Joe Jaynes](#)
To: [suzanne.scheiber](#); [Spraker, Steven](#)
Cc: [Karon Jaynes](#); [Nancy Galdo](#); [Paula Wehr](#); [Richard Gardner](#); [Rita and Marty Press](#); [Rob Bird](#); [Wanda Bankston](#)
Subject: Re: Development on the Loop
Date: Thursday, June 11, 2020 10:11:43 AM

[External Email-Use Caution] - OB/IT Helpdesk

I apologize because I don't understand. This is not a vote on the development, this is a vote on re-zoning the property under City zoning regulations. What would you have me, or the Ormond Scenic Loop & Trail Scenic Byway, advocate for? Our position is that the re-zoning under City zoning regulations is a positive for the residents and visitors to Ormond Beach.

As I stated, we cannot go back in time and say NO to the development and it's impacts on the Loop. But we can say YES to rezoning under City zoning regulations and what that entails to all residents of Ormond Beach.

On 6/11/2020 9:58 AM, suzanne.scheiber wrote:

I have no misconception Joe. A vote is required for the amendment and the Ormond Scenic Loop and Trail advocates for the Loop. If the developer can not sell the manufactured homes that were previously approved that is not the citizens problem. A gentleman started the petition on social media who I believe will be there this evening. It's not someone I know.

On Thursday, June 11, 2020, 09:45:19 AM EDT, Joe Jaynes <joejaynes@cfl.rr.com> wrote:

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So you are aware a petition has been started with over 1700 signatures on it.

I look forward to hearing from you.

Suzanne Scheiber

From: [Joe Jaynes](#)
To: [Spraker, Steven](#)
Subject: Fwd: Re: Ormond Scenic Loop
Date: Thursday, June 11, 2020 11:24:43 AM
Attachments: [Plantation Oaks Synopsis.pdf](#)

[External Email-Use Caution] - OB/IT Helpdesk

FYI

----- Forwarded Message -----

Subject: Re: Ormond Scenic Loop

Date: Thu, 11 Jun 2020 11:13:38 -0400

From: Karon Jaynes <KaronJaynes@cfl.rr.com>

To: jdifiore7@aol.com, JoeJaynes@cfl.rr.com <JoeJaynes@cfl.rr.com>, rbird@cfl.rr.com <rbird@cfl.rr.com>, rick48g@gmail.com <rick48g@gmail.com>

I am hearing from many people about the Planning Board hearing tonight.

I am afraid there are some misconceptions about what is going on.

I have attached a synopsis of the local government actions taken regarding Plantation Oaks.

What the City is doing is a positive thing. By rezoning the property under City zoning regulations, it eliminates the Volusia County 2012 amendment that allowed mobile homes and 55 and over age restrictions. That meant no property taxes and no school taxes. This returns the development to site built, single family, standard dwellings on fee simple lots. The development will now pay City impact fees, property taxes for public services, and school taxes.

We cannot go back in time to say NO to the development and it's impacts on the Loop. But we can say YES to this rezoning action by the City because it is a positive thing for the residents of Ormond Beach. Let me know if you have any questions. Joe Jaynes

The property is already in the City of Ormond Beach. The issue being discussed is about bringing the development in-line with City zoning regulations. There are no special exceptions are being considered.

On 6/11/2020 10:35 AM, jdifiore7@aol.com wrote:

Hi All,

I ask for your support to not allow the proposed amendment changing the zoning for Plantation Oaks. It should never have been approved in that area to begin with. Once the door is opened for these single family homes, it will continue from there. This was approved years ago by Volusia county, however, this will now be under the jurisdiction of Ormond Beach. No special exceptions should be made. They already received their exception by allowing Plantation Oaks to be built in the first place.

What will be the motto for this area in the future? **"I REMEMBER WHEN..."**?. Once it's gone, it's gone. One has to ask whose quality of life does this help?

Sincerely,

John DiFiore
Ormond Beach
386-405-3676

From: [Philip Minicozzi](#)
To: [Spraker, Steven](#)
Subject: The Loop
Date: Thursday, June 11, 2020 11:36:17 AM

[External Email-Use Caution] - OB/IT Helpdesk

The Loop

I protest against the development and/or alteration of land being considered along the most prestigious land we all love as is!

From: [C Kirk](#)
To: [Spraker, Steven](#)
Subject: The Loop
Date: Thursday, June 11, 2020 11:39:19 AM

[External Email-Use Caution] - OB/IT Helpdesk

Dear Mr. Spraker,

Please do not take away more land and woods from The Loop for development.

It is just painful to think of those trees taken down for more houses.

The trees take so long to grow and are destroyed in a day.

Please have some care and thought for trees that are precious in that they can't be made in the short time that it takes to build houses.

Value what is beyond value.

I can't be at the meeting tonight as I have two prior engagements. One being the Protest in DB.

Regards,
Connie Kirk

From: tepp4716@aol.com
To: [Spraker, Steven](#)
Subject: Plantation Oaks
Date: Thursday, June 11, 2020 11:40:17 AM

[External Email-Use Caution] - OB/IT Helpdesk

I strongly oppose the elimination of the 55+ restriction on any and all portions of Plantation Oaks. The purpose of the 55+ restriction was to keep traffic on Old Dixie Highway low and not to burden Ormond Beach schools with an influx of students. I request you hold the developer to the restrictions that were agreed to at the time this controversial development was approved after extensive negotiation. Due to virus concerns I will probably not attend tonight's meeting but I wanted my wishes to be known. Should this be approved by the board and goes to the Commission to be voted on I, despite my not wishing to be in gatherings, will attend that meeting. Needless to say, please do not compel me to attend that meeting. Turn down this request.

Please acknowledge receipt of this email.

Sincerely, Paul Nachtigal
120 Shady Branch Trail
Ormond Beach

From: [Barbara Tiplady](#)
To: [Spraker, Steven](#)
Subject: Ormond Loop Development
Date: Thursday, June 11, 2020 11:49:01 AM

[External Email-Use Caution] - OB/IT Helpdesk

Mr. Spraker,

I am not able to attend the planning board meeting this evening. I do want to voice my concerns regarding the increasing development of The Loop in Ormond Beach.

I am opposed to any further development of this beautiful natural area. I grew up here and have enjoyed the scenic loop my entire life. My daughter and I love driving through the loop at sunset. Just a few weeks ago we were treated to a beautiful fawn sighting.

Please don't destroy anymore of our area's beautiful natural habitat. This is part of what makes our area different. PLEASE don't destroy The Loop with more development.

Thank you,

Barbara Tiplady
Sent from my iPhone

From: [Debbie Kelleher](#)
To: [Spraker, Steven](#)
Subject: Planning meeting tonight
Date: Thursday, June 11, 2020 11:51:26 AM

[External Email-Use Caution] - OB/IT Helpdesk

Good afternoon

I am not able to attend the planning meeting tonight

I would like to say that as a Ormond beach resident i do support the PRD rezoning in tomoka.

You have allowed too devastation to our area .

Sincerely

Debbie kelleher

From: [Joe Jaynes](#)
To: [Katy Cuthill](#); [rbird@cfl.rr.com](#); [rick48g@gmail.com](#); [karonJaynes@cfl.rr.com](#); [Spraker, Steven](#)
Subject: Re: SAVE THE LOOP!
Date: Thursday, June 11, 2020 12:23:47 PM
Attachments: [Plantation Oaks Synopsis.pdf](#)

[External Email-Use Caution] - OB/IT Helpdesk

I am hearing from many people about the Planning Board hearing tonight.

I am afraid there are some misconceptions about what is going on.

I have attached a synopsis of the local government actions taken regarding Plantation Oaks.

What the City is doing is a positive thing. By rezoning the property under City zoning regulations, it eliminates the Volusia County 2012 amendment that allowed mobile homes and 55 and over age restrictions. That meant no property taxes and no school taxes. This returns the development to site built, single family, standard dwellings on fee simple lots. The development will now pay City impact fees, property taxes for public services, and school taxes.

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On 6/11/2020 12:11 PM, Katy Cuthill wrote:

"The Loop" is one of the most iconic features of our city and I have learned it is under threat of being destroyed. This is bad for business, bad for families, and bad for the environment. This street allows visitors and residents to enjoy a scenic drive and a relaxing experience. Whether just driving through or stopping to fish, or kayak, this is an experience that other cities cannot provide. We do. Unless it is bulldozed away.

I as a tax paying, voting resident, and property owner, I am formally requesting you preserve the loop. The future of the environment but also the culture of this city is in your hands. We are relying on you to do something, to represent what Ormond Beach citizens want.

Thank you for your service,
Katy

From: russellbenett@gmail.com
To: [Spraker, Steven](#)
Subject: Plantation Oaks Sub-Division Amendment for Planning Board
Date: Thursday, June 11, 2020 12:24:45 PM

[External Email-Use Caution] - OB/IT Helpdesk

A. PRD 2020-022: Plantation Oaks Subdivision, Amendment to Official Zoning

(3) authorize an amendment to allow Phase 1 (669 lots) of the Plantation Oaks subdivision to delete the age-restriction that limits residents to 55 years of age and over. (3) authorize an amendment to allow Phase 1 (669 lots) of the Plantation Oaks subdivision to delete the age-restriction that limits residents to 55 years of age and over.

I do **not** approve this part of the amendment, I think it should just be left as a 55 or older community, because even if this passes, we still are not going to get any benefit of their taxes, but still have to provide utility services.

Russell Benett
880 Old Mill Run
Ormond Beach

Sent from [Mail](#) for Windows 10

From: [Mary Tank](#)
To: [Spraker, Steven](#)
Subject: The Loop
Date: Thursday, June 11, 2020 12:58:17 PM

[External Email-Use Caution] - OB/IT Helpdesk

Please don't allow the clearing of anymore land on the Loop. It's the most beautiful ride in Volusia County. Thank you Mary Tank

From: jayne2512@aol.com
To: [Spraker, Steven](#)
Subject: Preserve Ormond Integrity Preserve the Loop
Date: Thursday, June 11, 2020 1:26:47 PM

[External Email-Use Caution] - OB/IT Helpdesk

Please save the Loop it is one of the most treasured environmental resources we have left untouched here in Ormond Beach. Please do not sell our nature and beauty for profit. There are plenty of homes for sale and lots elsewhere. Preserve Integrity Preserve the Loop!

Kind Regards,

Jayne and David Chick
45 Shadowcreek Way
Ormond Beach FL 32174

From: [Joe Jaynes](#)
To: [Marianne Burley](#); rbird@cfl.rr.com; rick48g@gmail.com; karonJaynes@cfl.rr.com; [Spraker, Steven](#)
Subject: Re: SAVE THE LOOP
Date: Thursday, June 11, 2020 1:31:15 PM
Attachments: [Plantation Oaks Synopsis.pdf](#)

[External Email-Use Caution] - OB/IT Helpdesk

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 On 6/11/2020 12:54 PM, Marianne Burley wrote:

Hi all!

I realize that this development was approved 18 something years ago, but how did that even happen? What is the purpose of the Ormond Scenic Loop and Trail board if not to keep the land undeveloped? What are your plans to rectify this?

Please send a letter in support of conserving The Loop. I feel our best option is for the County of Volusia and City of Ormond to buy the land back from the developer.

It's high time for our civil servants to start listening to the residents. I urge you to show your support for the conservation of The Loop. Thank you for your time.

Marianne Burley,
 Ormond Beach resident

From: [Joe Jaynes](#)
To: [Richard Thripp](#); [Rob Bird](#); [Richard Gardner](#); [Karen Jaynes](#)
Cc: [Emily Humphrey](#); [Spraker, Steven](#)
Subject: Re: In Support of Saving the Loop
Date: Thursday, June 11, 2020 1:32:19 PM
Attachments: [Plantation Oaks Synopsis.pdf](#)

[External Email-Use Caution] - OB/IT Helpdesk

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 On 6/11/2020 1:15 PM, Richard Thripp wrote:

Hello,

I am writing in opposition to the proposed rezoning to allow development of the Old Dixie Highway scenic trail ("The Loop") in Ormond Beach, in regard to tonight's meeting.

Ormond Beach, FL residents and supporters already mounted a massive "Save the Loop" campaign a decade ago.

We need to preserve what is left of The Real Florida. There is a legal and environmental basis to refuse to permit these lands to be rezoned to allow for housing development. Due to their sensitive nature these lands are of marginal value to developers anyway with significant clearing, fill dirt, and flooding mitigation required.

If the rezoning is permitted, this decision will be looked back on with scorn and regret.

Best regards,

Richard Thripp for Congress

Progressive Democrat for Florida's 6th District

[Thripp.com](#) | [Twitter](#) | [Facebook](#) | [Calendar](#) | [Donate](#)
me@thripp.com | [386-675-5746](tel:386-675-5746)

From: [Richard Thripp](#)
To: [Joe Jaynes](#)
Cc: [Rob Bird](#); [Richard Gardner](#); [Karen Jaynes](#); [Emily Humphrey](#); [Spraker, Steven](#)
Subject: Re: In Support of Saving the Loop
Date: Thursday, June 11, 2020 1:48:14 PM

[External Email-Use Caution] - OB/IT Helpdesk

Thanks for sharing this, Joe.

I read through your email, attachment, and several other sources.

Basically, Volusia County made a bad deal in 1986, another bad deal in 2002, and yet another terrible deal in 2012.

We got some land back in 2004 for a state park, and an improved buffer zone in 2007.

Now, Ormond Beach is agreeing to annex the lands... so they can be developed with concrete-slab single family homes without age restrictions instead of 55+ mobile and manufactured homes that cost services but produce no tax revenues.

However, the previous terms are not feasible for the property owner... which is why they want this change.

Just walk away from the deal! Don't annex these lands into Ormond Beach's city limits. The property owner and county government will figure it out... there will probably not end up being any development on these lands at all.

Sincerely,
Richard Thripp

On Thu, Jun 11, 2020 at 5:32 PM Joe Jaynes <JoeJaynes@cfl.rr.com> wrote:

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me@thripp.com | [386-675-5746](tel:386-675-5746)

From: [Dr. Steven Handwerker](#)
To: [Spraker, Steven](#)
Subject: The Loop ; Plantation Oaks; *****Our Natural Legacy
Date: Thursday, June 11, 2020 2:03:19 PM
Importance: High

[External Email-Use Caution] - OB/IT Helpdesk

Drs Steven and Michelle Handwerker 33 Laurel Ridge Break, Ormond Beach, FL 32174

PLEASE work to preserve our nature-al legacy of Ormond Beach and the surrounds and protect the diminishing natural environment that is diminshing significantly each year!!!!

BTW, Approximately 6 months ago volunteered to be on a noard to evaluate trees in the area and the individual bureaucrat said she would get back to me and never did.

From: [ROBERT LAZARUS](#)
To: [Spraker, Steven](#)
Subject: Tymber Creek and Rt 40 Apartment proposal.
Date: Thursday, June 11, 2020 2:15:29 PM

[External Email-Use Caution] - OB/IT Helpdesk

Dear Mr. Spraker,

I own 5 properties in the area off of Tymber Creek Rd. They are:
63 Deep Woods Way in Breakaway Trails,
288 Millview Ct in Tymber Creek,
32 Pergola Pl in the Cypress Place community of Hunter's Ridge,
30 Abacus Ave in the Deer Creek community of Hunter's Ridge, and
88 Abacus Ave in the Deer Creek community of Hunter's Ridge.

I am very disturbed that the new apartment complex being considered behind the Walgreens will make traffic in the area a nightmare, and will severely overburden the services in the area that are already stressed. My neighbors, tenants, and I are adamantly opposed to this reckless capitulation to those that will benefit from this development.

I am also opposed to the development of the Loop.

I certainly hope that you and the other members on the board will put the interests of the community and the residents of Ormond Beach ahead of the interests of the developers.

Sincerely yours,
Robert Lazarus
63 Deep Woods Way
Ormond Beach, FL 32174

From: [peakmyster](#)
To: [Spraker, Steven](#)
Subject: Loop
Date: Thursday, June 11, 2020 2:18:45 PM

[External Email-Use Caution] - OB/IT Helpdesk

Steven I have lived in Oromnd Beach since 1959 and the loop is one of our natural treasures ! Please do everything you can to save it. Cutting trees and widening roads will ruin it for everyone.

Thank you
Nancy Shay

Sent from my Verizon, Samsung Galaxy smartphone

From: [Ren Zipp](#)
To: [Spraker, Steven](#)
Subject: Save O.B
Date: Thursday, June 11, 2020 2:26:03 PM

[External Email-Use Caution] - OB/IT Helpdesk

Sir:

I've lived here since 1980 and am so disappointed at the continued destruction of our city and county nature areas. No longer do we drive along Granada Blvd. and enjoy the the pleasant drive. Instead we have a new random stop light and gas station. No longer do we drive Beach St. all the way north with beautiful trees, waterways and animals. Instead we have garish cement entries into manufactured homes, completely barren of the natural environment. Citizens once believed we'd be able to enjoy seeing deer graze along Clyde Morris and Williamson for our lifetime, but no longer. Now we are allowing more manufactured homes that in time seniors will no longer be able to afford lot rents of and have to live in fear financially.

I hope that Ormond will find a corrective path before we are to far for repair. Our nature needs to be preserved when expanding. Both can happen hand in hand if we make conscientious decisions.

Thank you for your consideration.

Renee L. Schilling

From: [Nancy L Holman](#)
To: [Spraker, Steven](#)
Subject: Please Do The Right Thing!
Date: Thursday, June 11, 2020 2:31:41 PM

[External Email-Use Caution] - OB/IT Helpdesk

Mr. Spraker,

We are writing because we have heard about two proposals that we are very upset about. One is the development on the Loop and the other is the proposed apartment complex at the corner of Tymber Creek and Granada. We are strongly against both!

We have lived in Ormond Beach since 1980. We moved here with GE and have since raised our two children here. We have enjoyed living in Ormond Beach so much that most of our family has since followed us here. We are though very concerned about the continual development and destruction of our beautiful paradise which we are proud to call home. We own 6 properties in Breakaway Trails, Tymber Creek, Hunter's Ridge, and on John Anderson Drive. Therefore, we are very familiar with the utility issues, reclaim water problems, and worsening congestion on our roads.

The Loop is one of the last beautiful natural treasures in Ormond Beach. We have gotten enormous joy from riding our bikes around the Loop. Over the years, the beautiful canopy tree tunnels have been diminished and we are concerned about the ecological damage. Since the roads are windy and narrow, the increase in the number of cars along that road makes it much more dangerous. It is essential that our city does whatever it can to preserve the unique beauty on our Loop.

Additionally, we are against the proposal for another apartment complex at the corner of Tymber Creek and Granada. These new apartments, combined with the proposed Avalon Park, will make the traffic in west Ormond Beach unbearable. There have been so many new apartment complexes built in the recent past and we strongly believe that we do not need another one, particularly at that busy intersection. We cannot imagine how the roads and water can possibly handle so much more development.

We hope the planning board will consider the will of the people and vote against these two proposals. Please pass this message onto the entire planning board. We would have written them separately but cannot find their contact information. We have another commitment tonight or we would have attended the meeting. Unfortunately, we did not have enough notice to make other plans.

Thank you and please do the right thing for the people of Ormond Beach.

Richard & Nancy Holman

From: [Partington, Bill](#)
To: [Shanahan, Joyce](#); [Whitley, Claire](#); [Hayes, Randy](#); [Spraker, Steven](#)
Subject: Fwd: Save the Loop
Date: Thursday, June 11, 2020 8:27:23 AM
Attachments: [image001.png](#)

Bill Partington
 Sent from my iPhone

Begin forwarded message:

From: Alex Clark <aclark@clearviewgeographic.com>
Date: June 11, 2020 at 2:47:04 AM EDT
To: "Partington, Bill" <Bill.Partington@ormondbeach.org>, "Selby, Dwight" <Dwight.Selby@ormondbeach.org>, "Kent, Troy" <Troy.Kent@ormondbeach.org>, "Persis, Susan" <Susan.Persis@ormondbeach.org>, "Littleton, Rob" <Rob.Littleton@ormondbeach.org>
Subject: Save the Loop

[External Email-Use Caution] - OB/IT Helpdesk

I am writing to you concerning the rezoning meeting going on for the development proposed in a location residents of Ormond Beach and areas extending beyond Volusia County have come to know as "The Loop".

I am sure I cannot be the only citizen who views The Loop as Ormond's ecological crown jewel, one of the reasons to come by for a visit to your beautiful city. If the quality of the loop is damaged by development practices and future homeowners, where else will there be such a beautiful natural area within your city? Given the clear cut and build approach that's commonly seen around the central Florida region, and my experience in environmental permitting, I fear the fate of that hammock.

Talking environmental conservation, destroying that hammock will only decrease the amount of large contiguous tracts of land (wildlife corridors) leading to a loss of biodiversity and will also put more stress on the nearby wetlands and other water features. A loss of biodiversity, shrinking wetlands, and the associated ecological value of the remaining land will only make it easier for eager home builders to ignore our once precious natural resources for future projects.

Please consider not just preserving but protecting Ormond Beach's precious natural lands for both current and future generations.

Thank you,

Alex Clark

Chief Executive Officer & President

aclark@clearviewgeographic.com | O: 386-957-2314



www.clearviewgeographic.com

CONFIDENTIALITY NOTICE: This message, its contents, and any attachments are intended solely for the use of the individual or entity to which it is addressed and may contain information that is confidential, privileged and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any use, printing, copying, dissemination, distribution, disclosure, or forwarding of this communication or its attachments is strictly prohibited. If you have received this communication in error, please contact the sender immediately and delete it from your system. Clearview Geographic LLC thanks you for your cooperation.

From: [Joe Jaynes](#)
To: [Spraker, Steven](#)
Subject: Fwd: Re: Development on the Loop
Date: Thursday, June 11, 2020 11:25:11 AM

[External Email-Use Caution] - OB/IT Helpdesk

FYI

----- Forwarded Message -----

Subject: Re: Development on the Loop

Date: Thu, 11 Jun 2020 15:00:19 +0000 (UTC)

From: suzanne scheiber <scheiber2004@yahoo.com>

To: Joe Jaynes <JoeJaynes@cfl.rr.com>

CC: Karon Jaynes <karonjaynes@cfl.rr.com>, Nancy Galdo <nancygaldo@gmail.com>, Paula Wehr <paulawehr@cfl.rr.com>, Richard Gardner <rick48g@gmail.com>, Rita and Marty Press <rpress4852@aol.com>, Rob Bird <rbird1@cfl.rr.com>, Wanda Bankston <wanda@bankstonrealty.com>

The County and City could purchase the land back (or at least some of it) with Volusia Forever.

On Thursday, June 11, 2020, 10:11:41 AM EDT, Joe Jaynes <joejaynes@cfl.rr.com> wrote:

I apologize because I don't understand. This is not a vote on the development, this is a vote on re-zoning the property under City zoning regulations. What would you have me, or the Ormond Scenic Loop & Trail Scenic Byway, advocate for? Our position is that the re-zoning under City zoning regulations is a positive for the residents and visitors to Ormond Beach.

As I stated, we cannot go back in time and say NO to the development and it's impacts on the Loop. But we can say YES to rezoning under City zoning regulations and what that entails to all residents of Ormond Beach.

On 6/11/2020 9:58 AM, suzanne scheiber wrote:

I have no misconception Joe. A vote is required for the amendment and the Ormond Scenic Loop and Trail advocates for the Loop. If the developer can not sell the manufactured homes that were previously approved that is not the citizens problem. A gentleman started the petition on social media who I believe will be there this evening. It's not someone I know.

On Thursday, June 11, 2020, 09:45:19 AM EDT, Joe Jaynes <joejaynes@cfl.rr.com> wrote:

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What the City is doing is a positive thing. By rezoning the property under City zoning regulations, it eliminates the Volusia County 2012 amendment that allowed mobile homes and 55 and over age restrictions. That meant no property taxes and no school taxes. This returns the development to site built, single family, standard dwellings on fee simple lots. The development will now pay City impact fees, property taxes for public services, and school taxes.

We cannot go back in time to say NO to the development and its impacts on the Loop. But we can say YES to this rezoning action by the City because it is a positive thing for the residents of Ormond Beach. Let me know if you have any questions. Joe Jaynes

On 6/11/2020 9:16 AM, suzanne scheiber wrote:

Good morning,

I'm requesting the Ormond Scenic Loop and Trail advocate for the Loop by creating a letter of support to Save the Loop from the recent development changes. The planning board meeting is this evening at 7:00.

So you are aware a petition has been started with over 1700 signatures on it.

I look forward to hearing from you.

Suzanne Scheiber

From: [Amanda Attri](#)
To: [Spraker, Steven](#)
Subject: Save The Loop - Tonight's Planning Meeting
Date: Thursday, June 11, 2020 3:17:56 PM

[External Email-Use Caution] - OB/IT Helpdesk

Hi Steven,

First of all, thank you for the work you do for our city and for bringing your calm, wise presence to our sometimes chaotic OB government. I am experiencing Covid symptoms currently, so I can't attend tonight's meeting. However, I just want to say that I strongly feel that we need to do anything and everything possible to preserve the beauty and environment of our extremely precious Loop. I'm not sure what can best be done at this point to reverse the ridiculous approval of the destruction of the loop through development, to try to fix this disaster instead of making it worse, but that's what our lawyers and city officials would know better than I. I know that most of our OB residents are just now waking up to this devastation, so with the passion of thousands, my sincere hope is that something can be done!

Thank you,
Amanda Attri
403 Main Trail, OB

From: [Laura Weast](#)
To: [Spraker, Steven](#)
Subject: Ormond Beach Scenic Loop
Date: Thursday, June 11, 2020 3:47:54 PM

[External Email-Use Caution] - OB/IT Helpdesk

Hi Steve,

Please push the narrative this afternoon in asking the Ormond Beach City Council to purchase the property for complete protection against ANY and ALL development ever. This is the only possible solution.

Thank you & please let me know any questions.

Regards,
Laura Weast
Ormond Beach resident

From: [Brenda Hahn](#)
To: [Spraker, Steven](#)
Subject: Loop
Date: Thursday, June 11, 2020 4:22:32 PM

[External Email-Use Caution] - OB/IT Helpdesk

I have been here for ten years and live off beach street mainland by the Granada Bridge. So we have friends that visit to take to see our town and alligators ,birds , water , the people fishing , and many other things on the beautiful Loop is one , our son got married at the historic tree on the Loop , playground areas , this is the people's place . Peace and quiet areas to just enjoy the beauty of the area . By bikes , cars , motorcycle, paths . This is the people's not buyers for there own pleasure to make a buck and build till there is nothing left . Start with small changes and they think they can change plans they need more and more and the hand the pockets in just wont stop till they take everything and we the people don't have the beautiful Loop .

Sent from my iPhone

From: [Elizabeth Martin](#)
To: [Selby, Dwight](#); [Partington, Bill](#); [Spraker, Steven](#)
Subject: Ormond Resident
Date: Thursday, June 11, 2020 4:36:53 PM

[External Email-Use Caution] - OB/IT Helpdesk

Dear Mr Shelby, Mr Partington and Mr Spraker,

I recently bought a home near Sanchez Park. As my primary residence and home to another registered voter, we are asking you to please vote against the rezoning of the land in the Plantation Oaks development. Preserving the loop in its natural state is very important to me. The developers financial needs should not come before the well-being of the citizens of Ormond Beach and our desire to preserve this natural jewel.

If the developer cannot use the land due to lack of demand for the type of housing it is currently zoned for, that is a perfect opportunity for our city to purchase the land and rezone it for the benefit of future generations. I do not agree with adding 600 single family homes that would incur more tax dollars for schools, fire and police.

Giving up on our beloved area to a neighborhood who's very definition is "an estate cultivated by resident labor" will probably make national headlines.

Ormond Beach is designated as Tree City, so please help us stay that way.

Thank you,

Elizabeth Bonds and daughter Chloe Bonds (registered voters)
231 Warwick Ave
Ormond Beach, FL 32174

[Sent from Yahoo Mail for iPhone](#)

From: [Robin](#)
To: [Selby, Dwight](#); [Partington, Bill](#); [Spraker, Steven](#)
Subject: Preserve the Loop
Date: Thursday, June 11, 2020 4:52:25 PM

[External Email-Use Caution] - OB/IT Helpdesk

Hello Bill and colleagues.

Please vote against the rezoning of the land in the Plantation Oaks development. Preserving the loop in its natural state is very important to the residents.

The developer's financial interests should not come before the well-being of citizens and our desire to preserve this natural jewel for our enjoyment and the benefit of future generations.

If the developer cannot develop the land due to lack of demand for the type of housing it is currently zoned for, that is a perfect opportunity for the city to purchase the land and rezone it. Ormond Beach is designated as Tree City, so please help us stay that way.

Robin Tierney

[Sent from Yahoo Mail for iPhone](#)

From: [Shannon Self](#)
To: [Spraker, Steven](#)
Subject: Plantation Oaks Development
Date: Thursday, June 11, 2020 4:58:23 PM

[External Email-Use Caution] - OB/IT Helpdesk

I strongly oppose the elimination of the 55+ restriction on any and all portions of Plantation Oaks. The purpose of the 55+ restriction was to keep traffic on Old Dixie Highway low and not to burden Ormond Beach schools with an influx of students. I request you hold the developer to the restrictions that were agreed to at the time this controversial development was approved after extensive negotiation.

Sent from my iPhone

From: [Deborah Watts](#)
To: [Partington, Bill](#); [Selby, Dwight](#); [Spraker, Steven](#)
Subject: Plantation oaks rezoning
Date: Thursday, June 11, 2020 5:03:51 PM

[External Email-Use Caution] - OB/IT Helpdesk

To whom is willing to listen,

Please Do Not allow the rezoning of Plantation Oaks !

We need to keep as much natural habitat as possible in Ormond ! We as a city would be giving away a piece of our beauty and draw !

We do not need anymore single family home communities... do we really want to be like every other city ! NO, we are barely grasping on to our small city charm ! Another community with that many homes, just makes us become more plain. Nothing to stand out from all the others !

Lets continue to nurture our small city charm, our lovely loop, our sense of community ! And most importantly our Trees and nature.

Thank you,

Debbie

Ormond beach resident

From: [Mr Chris](#)
To: [Selby, Dwight](#); [Partington, Bill](#); [Spraker, Steven](#)
Subject: Were a tree city. Stop developing
Date: Thursday, June 11, 2020 5:17:28 PM

[External Email-Use Caution] - OB/IT Helpdesk

If you're an Ormond resident please email these men.

As a resident of Ormond Beach, I am asking you to please vote against the rezoning of the land in the Plantation Oaks development. Preserving the loop in its natural state is very important to the residents.

The developers financial needs should not come before the well-being of the citizens of Ormond Beach and our desire to preserve this natural jewel for our enjoyment and the benefit of future generations.

If the developer cannot develop the land due to lack of demand for the type of housing it is currently zoned for, that is a perfect opportunity for our city to purchase the land and rezone it. Ormond Beach is designated as Tree City, so please help us stay that way.

Sent from my iPhone

From: [Marianne Burley](#)
To: [Spraker, Steven](#)
Subject: Plantation Oaks
Date: Thursday, June 11, 2020 5:45:34 PM

[External Email-Use Caution] - OB/IT Helpdesk

Dear Mr. Spraker,

I strongly oppose the elimination of the 55+ restriction on any and all portions of Plantation Oaks. Changing the zoning to allow single-family homes will bring more people, more traffic, and more students - and there's no room for them in our local schools.

We can't keep packing the people in... our beautiful town is slipping away!!

Please table this until we can find out if Volusia Forever can buy some of the land back from the developer.

Thank you for your time.

Marianne Burley
Ormond Beach resident

From: [Matthew Kowitz](#)
To: [Spraker, Steven](#)
Subject: Ormond Beach Loop Rezoning
Date: Thursday, June 11, 2020 6:17:13 PM

[External Email-Use Caution] - OB/IT Helpdesk

Dear Mr. Spraker,

I was raised in Ormond Beach, my family moved from Gainesville when I was five years old. I went to Tomoka Elementary, my parents took us camping every year at Tomoka State Park. We would take the long way to Flagler Beach through The Loop on our way to Snack Jack's in Flagler, or even for a drive sometimes.

The Loop is no doubt one of the most visually spectacular pieces of natural landscape that I have ever seen. I've seen it from the road as a kid, from a canoe as a teenager, and now I take my new family to see the very same natural beauty that I grew up with. As a matter of fact I have moved back from Chicago to be in Florida so that my family can experience the places like The Loop that I have had the privilege to enjoy.

Now I understand that Florida is growing and that we need our economy to grow as well. However I must stress that this is just not the place for any growth other than that which nature allows. I implore you to do everything in your power to protect these lands for my family past and present and for generations to come.

Thank you for your time,

Matthew Kowitz
 Store Manager



19565 Biscayne Boulevard Space 904 Aventura, FL 33180

T: +1 786-786-7250

marcjacobs.com

Matthew Kowitz
 Store Manager
 T: (786) 786-7250

MARC JACOBS

19501 Biscayne Bld 904 Aventura, FL 33180, US

<https://www.marcjacobs.com>

 "Le contenu de ce message peut etre protege et / ou confidentiel. Si vous avez recu ou
 avez des raisons de croire que vous avez recu ce message par erreur, s'il vous plait,
 supprimez le sans le lire et avisez immediatement l'expediteur.
 The contents of this message may be privileged and/or confidential. If you have received
 or have reason to believe you have been sent this email in error, please delete it
 without reading it and notify the sender immediately."
 #####

Correspondence after the Planning Board meeting

Plantation Oaks Zoning Map Amendment

From: dbrbz@aol.com
To: [Spraker, Steven](#)
Subject: The Loop
Date: Thursday, June 11, 2020 9:36:52 PM

[External Email-Use Caution] - OB/IT Helpdesk

As a resident of Ormond Beach, I am asking you to please vote against the rezoning of the land in the Plantation Oaks development. Preserving the loop in its natural state is very important to the residents.

The developers financial needs should not come before the well-being of the citizens of Ormond Beach and our desire to preserve this natural jewel for our enjoyment and the benefit of future generations.

If the developer cannot develop the land due to lack of demand for the type of housing it is currently zoned for, that is a perfect opportunity for our city to purchase the land and rezone it. Ormond Beach is designated as Tree City, so please help us stay that way.

Thank you,

Debra Bozeman

From: [Anita Kummerle](#)
To: [Spraker, Steven](#)
Cc: [Nextdoor Breakaway Trails](#)
Subject: The Loop "YES" a housing subdivision "NO"
Date: Friday, June 12, 2020 3:34:16 PM

[External Email-Use Caution] - OB/IT Helpdesk

As the subject of this message implies, the Loop is beautiful, peaceful, haven for animals and birds. I love it. YOU can stop the destruction. So here's a deal, just save it til 2040, then my nature loving generation will be gone; Probably all the creatures happily living there, too. Your children and mine will not enjoy the wonders we have known, but I guess, you might say, "So what?" But maybe you'll think, "If only we had saved that wonder of nature." But it will be too late. Please act immediately in favor of nature and our children, and vote against the destruction of the loop.

From: [John Horner](#)
To: [Spraker, Steven](#); [Partington, Bill](#); [Selby, Dwight](#); [Kent, Troy](#); [Persis, Susan](#); [Littleton, Rob](#)
Subject: Clearing Woods for Housing Development
Date: Friday, June 12, 2020 6:49:20 PM
Attachments: [image.png](#)

[External Email-Use Caution] - OB/IT Helpdesk

Dear Ormond Beach Planning Board and OB Commission,



We need woods for contact with nature which can be relaxing and to store carbon from carbon dioxide and release oxygen for us to stay alive.

<https://www.thoughtco.com/reasons-living-trees-are-valuable-1343514>

Trees Produce Oxygen

Trees Clean the Soil

Trees Control Noise Pollution

Trees Slow Storm Water Runoff

Trees Are Carbon Sinks

Trees Provide Shade and Cooling

Trees Act as Windbreaks

Trees Fight Soil Erosion

Stop killing our natural life support and overcrowding our highways with cars from more residences in Ormond Beach.

Oceanic plankton cannot do all of the work of supporting human life. <https://insh.world/science/what-if-all-plankton-disappeared/>

"...Every creature in the ocean either eats plankton or eats other organisms that depend on plankton. With plankton numbers dropping 40% since 1950, that spells big trouble for marine food chains.... They produce half of the world's oxygen through photosynthesis, and they absorb carbon dioxide from our atmosphere, taking it with them down to the bottom of the ocean when they die.

If all the plankton disappeared it would increase the levels of carbon in our air, which would not only accelerate climate change, but also make it difficult for humans to breathe.

Maybe one day we'll recognize how many more unsung heroes there are on our planet, keeping humans alive...."

<https://www.theguardian.com/environment/2019/dec/07/oceans-losing-oxygen-at-unprecedented-rate-experts-warn>

"...Low oxygen levels are also associated with global heating, because the warmer water holds less oxygen and the heating causes stratification, so there is less of the vital mixing of oxygen-rich and oxygen-poor layers. Oceans are expected to lose about 3-4% of their oxygen by the end of this century, but the impact will be much greater in the levels closest to the surface, where many species are concentrated, and in the mid to high latitudes.

Intensive farming also plays a major role. When excess artificial fertiliser from crops, or manure from the meat industry, runs off the land and into rivers and seas, it feeds algae which bloom and then cause oxygen depletion as they decompose. ...Two years ago, the meat industry in the US was found to be responsible for a massive dead zone measuring more than 8,000 sq miles in the Gulf of Mexico. ..."

John Horner Resident of Ormond Beach

From: [Paul Marmelstein](#)
To: [Spraker, Steven](#)
Subject: Loop
Date: Friday, June 12, 2020 7:05:39 AM

[External Email-Use Caution] - OB/IT Helpdesk

Enough is enough! We don't need any more housing!

Sent from my iPad

From: Taylor Cornelius <taylorapush@gmail.com>
Sent: Friday, June 12, 2020 4:34 PM
To: Partington, Bill; Selby, Dwight; Kent, Troy; Persis, Susan; Littleton, Rob
Subject: SAVE THE LOOP, please read

[External Email-Use Caution] - OB/IT Helpdesk

Hello,

I am reaching out to the entire city commission of Ormond Beach in regards to our precious “loop”. My name is Taylor Cornelius, I was born in Ormond Beach and have been a resident for 22 years. I am aware that 18 years ago, parts of “the loop” were rezoned to allow for more housing to be built. Now, 18 years later, the city is notifying the public they would like to rezone this land again, still for the construction of more public housing. I am contacting you as a long time resident to communicate to you that there are thousands of people within our community that strongly oppose further construction of housing in “the loop”. This is one area of our town that we find sacred, and should be preserved for further enjoyment of future generations. There is so much land within Ormond Beach and Volusia County already being built upon. Many former residents who come back to our city to visit do not recognize because of the construction. Below I have attached a petition to save the loop, and rezone this land for no further construction or housing. It has been signed by thousands of residents. Please help us.

Thank you for your time,
Taylor Cornelius

https://www.change.org/p/the-people-of-volusia-county-save-the-ormond-beach-loop-from-rezoning?recruiter=34877172&utm_source=share_petition&utm_medium=facebook&utm_campaign=psf_combo_share_initial&utm_term=psf_combo_share_abi&recruited_by_id=6f5d5c70-1717-0130-614a-00221964dac8&utm_content=fht-22732215-en-us%3Av2

From: [EDWARD J FLYNN](#)
To: [Spraker, Steven](#)
Cc: [Paul Marmelstein](#); jwalshr1@aol.com; pat.rice@news-jrnl.com
Subject: The Loop
Date: Friday, June 12, 2020 9:54:49 AM

[External Email-Use Caution] - OB/IT Helpdesk

The only reason the loop is being developed is because politicians are getting paid off by the developers.

Your have buildings going up on Clyde Morris and Williamson Ave. Where is all the water coming for the new housing? The water is coming from the ground water and expense of the permanent residence.

This while the sewer system is failing the roads are crumbling due to poor installation. Look at Clyde Morris Blvd it is about 3 years old and it is falling apart, it's been patched but every dip in the road means the underlying drains is failing.

The sewer system is falling apart for instance on Clyde Morris south of S.R. 40 opposite Hooligans and the nursing home the manhole is depressed and falling in. It was improperly fixed approximately 5 years and it failing as we speak! Their is multiple spots at the intersection and and the crosswalk.

Ed Flynn
4 Windsor Falls Dr.
Ormond Beach, Fl. 32174
Retired Construction inspector

From: [Joanne or Dan Kennedy](#)
To: [Spraker, Steven](#)
Subject: the loop
Date: Friday, June 12, 2020 10:24:37 PM

[External Email-Use Caution] - OB/IT Helpdesk

Mr. Spraker

Would you please make sure that the wonderful trees near the road of the Loop are left intact. This area is one of the treasures of Florida and it would be a sin to destroy the serenity of the Loop.

Hoping that you can help

Joanne Kennedy

Spraker, Steven

From: Marcella.Miller@ormondbeach.org
Sent: Monday, June 15, 2020 8:01 AM
To: Spraker, Steven
Subject: FW: Plantation Oaks

F Y I

From: David Bergstresser <davmar770@gmail.com>
Sent: Saturday, June 13, 2020 11:42 AM
To: Miller, Marcella <Marcella.Miller@ormondbeach.org>
Subject: Plantation Oaks

[External Email-Use Caution] - OB/IT Helpdesk

This decision to allow Plantation Oaks, adjacent to the scenic loop is a bad one and should be reconsidered.
David Bergstresser Flagler Beach Fl

Spraker, Steven

From: Kathleen D'ambra <kathyd036@gmail.com>
Sent: Tuesday, June 16, 2020 8:03 PM
To: Spraker, Steven
Subject: Development

[External Email-Use Caution] - OB/IT Helpdesk

What happened to the nice community of Ormond Beach that everyone wanted to live in. It is becoming a nightmare. The planning board has gone overboard with all this development.

Enough is enough. Our streets, natural resources and hospitals and schools cannot take much more. Next it will be an increase in our taxes. What are you doing??

Building a WaWa, a car wash, a Target or a subdivision does not define economic growth. In fact, economic theory purports an underutilized or unskilled workforce, inherent to such retailers, can actually deter and put a "drag" on growth. Economic growth encompasses capital accumulation (land, physical equipment, education, job skills), investments (machinery, factories), natural resources, and technology. Relative to natural resources and apropos to Ormond, the quantity, quality and availability of natural resources can give an effective boost to an economy (is this occurring in Ormond?) but if not utilized appropriately will actually sour growth. Relative to technology, higher growth rates are inherent to a community focused on technology, innovation, and a skilled labor force. A community with a well trained workforce is more productive and will produce a higher quality output that adds to the efficiency of an economy and standard of living. The opposite occurs with a lower skilled workforce. Again, a WaWa or Target should not be considered by Ormond Beach voters as a method to facilitate enterprising economic growth in our community. This has been used as a methodology to sell voters on accepting developer plans too many times. Economic growth is enticing new businesses comprised of a high skilled workforce to move to Ormond Beach. Not more housing. And so--what does Ormond Beach offer to potential businesses?

We have to be best at something. Best beach town (where is our town?) Best beaches in FL. Best schools. Best college. Best city to raise kids. Best library system. Best library programs. Best music programs. Everyone should research "best cities to raise kids" to educate themselves on what parents are looking for in a community. If we want businesses to locate to Ormond to increase our economic growth, let's make Ormond a best city to raise kids for a start. Where, for example, is our hands on science and history museum for children? In sum, adding low skill level jobs and gas stations and fast food restaurants does not define economic growth. We must demand more of our Planning Board and educate Ormond voters to be all that we can be.

Kathleen D'Ambra

From: [Stan Driscoll](#)
To: [Spraker, Steven](#); standriscoll@yahoo.com
Subject: RE: Plantation Oaks Zoning Map Amendment, City Commission hearings
Date: Tuesday, January 5, 2021 10:14:29 AM

[External Email-Use Caution] - OB/IT Helpdesk

Mr Spraker

First, thank you for your ongoing efforts at keeping everyone informed on this and all development orders within the City. Additionally, your separation of the Plantation Oaks question into three items helps the public to better understand.

In response to Plantation Oaks agenda items 1 thru 3, I understand items 1 and 2 are actions the City must take as part of the original development order and subsequent annexation into the City.

Item 3, however is not part of the original development order and as such, it is only a request that the City Commission may approve, disapprove or approve with conditions.

It is my position that the closure of Broadway and the Old Dixie Highway be closed to all vehicle traffic as a condition of approval of Item 3.

Exception of:

- 1) Emergency vehicles
- 2) As an "Emergency Exit" That is all vehicles in times of disaster or emergency

It keeps traffic generated by the development of the Loop (Old Dixie Highway) and it does not harm the property owner in that it does not reduce the number of buildable lots.

Respectfully
Stan Driscoll

Sent via the Samsung Galaxy Note9, an AT&T 5G Evolution capable smartphone

----- Original message -----

From: "Spraker, Steven" <Steven.Spraker@ormondbeach.org>
Date: 12/29/20 10:22 AM (GMT-05:00)
To: "Spraker, Steven" <Steven.Spraker@ormondbeach.org>
Subject: RE: Plantation Oaks Zoning Map Amendment, City Commission hearings

Good morning,

The Plantation Oaks subdivision zoning map amendment item has been scheduled for the **January 19, 2021** City Commission meeting (1st reading) and **February 2, 2021** (2nd reading) starting at 7 p.m. at the City Commission Chambers, 22 South Beach Street, Ormond Beach, FL 32174. This e-mail is being sent to individuals who

have provided comments via e-mail or expressed interest in the Plantation Oaks zoning map amendment. If you do not wish to receive any additional e-mails, please reply STOP and your e-mail address will be removed from the distribution list for this project.

Notice information on the item is provided below:

The Plantation Oaks subdivision was annexed into the City of Ormond Beach on October 1, 2019 per Ordinance 2019-30 and now requires a city zoning designation. Annexation of the Plantation Oaks development area was required based on a connection to city utilities. The proposed City zoning designation seeks to incorporate the existing Volusia County development order approvals. The city zoning designation shall incorporate the existing Volusia County development orders with no changes to the number of lots allowed.

The City of Ormond Beach is currently processing an administrative zoning map amendment to:

1. Amend the City's Official Zoning Map for the Plantation Oaks subdivision from Volusia County Plantation Oaks of Ormond Beach Planned Unit Development (RPUD), Volusia County RR (Rural Residential), Volusia County R-3 (Urban Single Family Residential), Volusia County R-4 (Urban Single Family Residential) and Volusia County R-5 (Urban Single Family Residential) to the City of Ormond Beach PRD (Planned Residential Development),
2. Approve an Ormond Beach development order incorporating the existing Volusia County zoning approvals, and
3. Act upon an amendment to allow Phase 1 (669 lots) of the Plantation Oaks subdivision to delete the age-restriction that limits residents to 55 years of age and over. All homes constructed within Phase 1 shall only be site built, single-family, standard dwellings on fee simple lots, with no manufactured or mobile homes allowed. The Phase 1 lots would be subject to Volusia County school concurrency.

The property is approximately 1,055.80 acres being generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1.

The City Commission meeting dates are as follows:

City Commission

Date: Tuesday, January 19, 2021 (1st reading)

Time: Tuesday, February 2, 2021 (2nd reading)
7:00 PM

Location: City Commission Chambers

City Hall

22 South Beach Street
Ormond Beach, FL 32174

All persons wishing to speak for or against the request regarding the Ormond Beach Planned Residential Development rezoning and issuance of a development order shall have the opportunity to be heard at each Public Hearing.

Other information:

- The meeting packet information will be available on Friday, January 15, 2021 (1st reading on January 19, 2021) and Friday, January 29, 2021 (2nd reading on February 2, 2021) at 12:00 p.m. on the City's website at www.ormondbeach.org/agenda.
- The meeting audio shall be streamed live online at www.ormondbeach.org/live. The recording of the meeting will be available the following day online at www.ormondbeach.org/ccrecordings.
- In order to follow federal, state, and local guidelines to protect residents, staff, and elected officials due to the COVID-19 virus, there will be physical access restrictions and social distancing procedures in place for this meeting. Detailed information regarding access restrictions and space limitations will be available online as the meeting approaches and on the meeting agenda when published at www.ormondbeach.org/agenda.
- Public comments may submit comments on agenda items via remote submission, rather than in-person. Comments can be made via an online form which the City Clerk's office will establish prior to the meeting. Written comments can be mailed to the City Clerk at 22 S. Beach Street, Ormond Beach, Florida, 32174; or can be dropped off at City Hall during normal business hours at the second floor reception desk. If mailing or dropping off written comments, please be sure to clearly label your submission. You can also provide comments to me at: Steven.Spraker@ormondbeach.org.
- The Planning Board report and meeting minutes are available at: <https://www.ormondbeach.org/224/Planning-Board> under Agendas, Agenda Packets & Minutes, select View all, and then the June 11, 2020 meeting.

Contact information:

If there are any questions on the zoning map amendment regarding the Plantation Oaks subdivision, I may be contacted at (386) 676-3341 or by e-mail at Steven.Spraker@ormondbeach.org.

Thank you

Steven

Steven Spraker, AICP

Planning Director



Planning Department

22 South Beach Street, Room 104

Ormond Beach, FL 32175

Direct Line: 386.676.3341

Department: 386.676.3238

Cell: 386.366.1590

Fax: 386.676.3361

E-mail: Steven.Spraker@ormondbeach.org

From: Spraker, Steven

Sent: Thursday, July 23, 2020 1:15 PM

To: Spraker, Steven <Steven.Spraker@ormondbeach.org>

Subject: FW: Plantation Oaks Zoning Map Amendment, City Commission hearings

Good afternoon,

Ormond Beach City Commission agenda items related to **Planation Oaks zoning**

map amendment shall not be on the Virtual Commission Meeting Agenda for July 28th. The Plantation Oaks zoning map amendment items will be postponed until the City Manager can evaluate options where a meeting can be held in order to accommodate interested individuals while adhering to social distancing requirements. The Plantation Oaks City Commission item requires advertisements 14 days in advance of any newly scheduled meeting and staff shall provide an e-mail update as more information is available.

Thank you

Steven

Steven Spraker, AICP

Planning Director



Planning Department

22 South Beach Street, Room 104

Ormond Beach, FL 32175

Direct Line: 386.676.3341

Department: 386.676.3238

Cell: 386.366.1590

Fax: 386.676.3361

E-mail: Steven.Spraker@ormondbeach.org

From: Spraker, Steven
Sent: Monday, July 13, 2020 10:30 AM
To: Spraker, Steven <Steven.Spraker@ormondbeach.org>

Subject: Plantation Oaks Zoning Map Amendment, City Commission hearings

Good morning,

This e-mail is being sent to individuals who have provided comments or expressed interest in the Plantation Oaks zoning map amendment. If you do not wish to receive any additional e-mails, please reply STOP and your e-mail address will be removed from the distribution list for this project.

Zoning Map Amendment:

The City of Ormond Beach is currently processing a zoning map amendment to:

1. Amend the City's Official Zoning Map for the Plantation Oaks subdivision from Volusia County Plantation Oaks of Ormond Beach Planned Unit Development (RPUD), Volusia County RR (Rural Residential), Volusia County R-3 (Urban Single Family Residential), Volusia County R-4 (Urban Single Family Residential) and Volusia County R-5 (Urban Single Family Residential) to the City of Ormond Beach PRD (Planned Residential Development),
2. Approve an Ormond Beach development order incorporating the existing Volusia County zoning approvals, and
3. Act upon an amendment to allow Phase 1 (669 lots) of the Plantation Oaks subdivision to delete the age-restriction that limits residents to 55 years of age and over. All homes constructed within Phase 1 shall only be site built, single-family, standard dwellings on fee simple lots, with no manufactured or mobile homes allowed. The Phase 1 lots would be subject to Volusia County school concurrency.

Assignment of a city zoning designation is required based on annexation which occurred based on a connection to city utilities. The zoning map amendment (items 1 and 2 listed above) seeks to incorporate the Volusia County zoning approvals in their entirety with all development conditions (175' buffer along Old Dixie Highway, lot dimensions, number of residential units, and age restrictions). In a review of the zoning map amendment, the City Attorney stated Ormond Beach is the successor in interest to Volusia County and is therefore obligated to administer the terms, conditions, and entitlements of that development agreement.

There is a proposed amendment (item 3 above) regarding Phase 1 (669 lots) of the Plantation Oaks subdivision to delete the age-restriction that limits residents to 55 years of age and over. All homes constructed within Phase 1 shall only be site built, single-family, standard dwellings on fee simple lots, with no manufactured or mobile homes allowed. This amendment was not included in the Volusia County zoning approvals and can be acted upon (approved, approved with conditions, or denied) by the City Commission. The Planning Board recommended approval of the proposed amendment.

Background:

The Plantation Oaks subdivision was annexed into the City of Ormond Beach on October 1, 2019 per Ordinance 2019-30 and requires a city zoning designation. The property is approximately 1,055.80 acres being generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1. The Plantation Oaks subdivision was reviewed and approved previously by Volusia County. Annexation of the Plantation Oaks development area was required based on a connection to City utilities. The project is served with Ormond Beach water and sewer. The City is required to assign city land use and zoning based upon annexation. The proposed City zoning designation seeks to incorporate the existing Volusia County development order approvals.

Key past approvals:

Volusia County 1986	National Gardens Development of Regional Impact (DRI) approved 3,930 residential units on 2,009 acres.
Volusia County 2002	Zoning approval for 1,577 residential units. Key components include: (1) Units are to be site built, single-family, standard dwellings on fee simple lots, (2) Adult community with a minimum of 80% of the residents 55 years or older, (3) Project agreed to pay school impact fee for all dwellings. (4) Established development standards, (5) Required a 100-foot right-of-way from U.S. Highway 1 to Old Dixie Highway, (6) Internal roadways shall be private.
Volusia County 2004	Volusia County DRI amendment. Removed 407 acres of land from the DRI adding it to the Tomoka State Park.
Volusia County 2007	Minor amendment to 2002 RPUD to increase the required buffer on Old Dixie Highway to <u>175 feet</u> .
Volusia County 2012	First major amendment to 2002 RPUD to: (1) Delete the requirement for standard dwelling units and allowed mobile homes. (2) Required hardened central clubhouse for the development of manufactured homes.
Ormond Beach 2015	Annexation agreement was approved to serve utilities to Plantation Oaks. Annexation was required as a condition of providing utility services. The property was not contiguous and could not be annexed in 2015.
Ormond Beach 2019	Annexation of the Plantation Oaks subdivision.
Ormond Beach 2020	Assigned a city Comprehensive Plan Future Land Use designation to the Plantation Oaks subdivision.

The Planning Board staff report, including past approvals of the Plantation Oaks project, is available at: <https://www.ormondbeach.org/224/Planning-Board>, under "Agendas, Agenda Packets & Minutes", under the June 11, 2020 meeting.

City Commission public hearings:

The zoning map amendment is required to have two (2) public hearings which are scheduled for:

Date:	Tuesday, July 28, 2020 (1st reading) Tuesday, August 18, 2020 (2nd reading)
Time:	7:00 PM
Location:	City Commission Chambers City Hall 22 South Beach Street Ormond Beach, FL 32174

All persons wishing to speak for or against the request regarding the Ormond Beach Planned Residential Development rezoning and issuance of a development order shall have the opportunity to be heard at the Public Hearings.

Information on the July 28, 2020 meeting includes:

- The meeting packet information will be available for access on Friday, July 24, 2020 at 12:00 p.m. on the City's website at www.ormondbeach.org/agenda.
- The meeting audio shall be streamed live online at www.ormondbeach.org/live. The recording of the meeting will be available the following day online at www.ormondbeach.org/ccrecordings.
- In order to follow federal, state, and local guidelines to protect residents, staff, and elected officials due to the COVID-19 virus, there will be physical access restrictions and social distancing procedures in place for this meeting. Detailed information regarding access restrictions and space limitations will be available online at www.ormondbeach.org/july28ccmtg and on the meeting agenda when published at www.ormondbeach.org/agenda.
- Members of the public may submit comments on agenda items via remote submission, rather than in-person. Comments can be made via an online form at www.ormondbeach.org/july28comments. Written comments can be mailed to the City Clerk at 22 S. Beach Street, Ormond Beach, Florida, 32174; or can be dropped off at City Hall during normal business hours at the second floor reception desk. If mailing or dropping off written comments, please be sure to clearly label your submission. Please note that the equivalent of three minutes of each submitted comment will be included in the record. Comments submitted prior to 5:00 p.m. on Monday, July 27, 2020, will be provided to the Commission prior to the July 28, 2020 meeting. Those submitted after July 27, 2020 will be provided after the meeting.
- The information provided above is also available at:

www.ormondbeach.org/july28ccmtg.

Contact information:

If there are any questions on the zoning map amendment regarding the Plantation Oaks subdivision, I may be contacted at (386) 676-3341 or by e-mail at Steven.Spraker@ormondbeach.org.

Thank you

Steven

Steven Spraker, AICP

Planning Director



Planning Department

22 South Beach Street, Room 104

Ormond Beach, FL 32175

Direct Line: 386.676.3341

Department: 386.676.3238

Cell: 386.366.1590

Fax: 386.676.3361

E-mail: Steven.Spraker@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

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Steven Spraker, Planning Director

Date: February 2, 2021

Subject: Land Development Code Amendment: Itinerant Vending Criteria

Commission Goal: N/A

Introduction

This is an administrative request to amend Chapter 2, District and General Regulations, Article VII, North U.S. Highway 1 Interlocal Planning and Municipal Service Area, Division 2, Itinerant Merchant Regulations for Recognized Special Events and Outdoor Entertainment Activity; Temporary Campsites, Sections 2-84 through 2-90, to update itinerant merchant regulations for recognized special events.

Background

On August 19, 2014, the City Commission authorized the execution of the Interlocal Service Boundary Agreement (ISBA) with Volusia County regarding the North US 1 joint planning area. On June 23, 2015, the Land Development Code was amended to include itinerant merchant regulations for recognized special events and outdoor entertainment activity. Also, on June 23, 2015, per Resolution No. 2015-136, the City Commission acknowledged the completion of land use and zoning actions and established the City of Ormond Beach as the jurisdictional authority over the lands within the ISBA.

Discussion

An amortization schedule was adopted for itinerant commercial activities, outdoor entertainment activities, and temporary campsites on vacant or unimproved land. The allowable timeframe for special event activities to continue on vacant or unimproved land expired on August 28, 2019. Now, the Land Development Code needs to be amended to update the related regulations.

PLANNING BOARD REVIEW

The Planning Board reviewed the Land Development Code amendment on December 10, 2020, and recommended approval (7-0). There were no speakers that addressed the Planning Board on this item and the minutes of the meeting are attached to this

packet.

Budget Impact

There is no budget impact as the result of this amendment. The amendment is to update the itinerant merchant regulations for recognized special events.

Citizen Impact

The regulations are consistent with the City's long-standing policy to eliminate blight and encourage the revitalization and economic development of lands in the North US 1 Highway corridor for the protection of the health, safety and welfare of residents, property owners, and the general public who are otherwise affected by itinerant merchant activities associated with recognized special events.

Recommendation

It is recommended that the City Commission **APPROVE** the Land Development Code amendment to Chapter 2, District and General Regulations, Article VII, North U.S. Highway 1 Interlocal Planning and Municipal Service Area, Division 2, Itinerant Merchant Regulations for Recognized Special Events and Outdoor Entertainment Activity; Temporary Campsites, Sections 2-84 through 2-90, to update itinerant merchant regulations for recognized special events as shown in the attached Ordinance.

Attachments:

- 21-04 LDC Amendment (P20-0240G) (PDF)
- 12.10.2020 LDC amendment N US 1 Itineran pkgt (PDF)
- 12.10.20 Planning Board Minutes-LDC 20-083 (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 1/6/2021


Claire Whitley, Assistant City Manager 1/13/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 1/13/2021

ORDINANCE 2021-04

AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE BY UPDATING ARTICLE VII, NORTH U.S. HIGHWAY 1 INTERLOCAL PLANNING AND MUNICIPAL SERVICE AREA; DIVISION 2, ITINERANT MERCHANT REGULATIONS FOR RECOGNIZED SPECIAL EVENTS AND OUTDOOR ENTERTAINMENT ACTIVITY; TEMPORARY CAMPSITES; SECTION 2-84, MUNICIPAL SERVICE AREA AND JOINT PLANNING AREA; PURPOSE; SECTION 2-85, LEGISLATIVE FINDINGS; SECTION 2-86, DEFINITIONS; SECTION 2-87, HIGH IMPACT USES ON LAND; CLASSIFICATION AND CATEGORY OF USE; RATIONALE; SECTION 2-88, AMORTIZATION SCHEDULE FOR VACANT OR UNIMPROVED LAND CATEGORY; AND SECTION 2-90, TEMPORARY CAMPSITES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City of Ormond Beach and County of Volusia entered into an Interlocal Service Boundary Agreement (ISBA), which became effective on August 28, 2014 (recorded at Book 7026, Pages 878 through 895 of the Public Records of Volusia County, Florida) establishing a Municipal Service Area (MSA) for the North U.S. Highway 1 corridor, and

WHEREAS, in accordance with the requirements of section 171.203(9), Florida Statutes and the ISBA, the City Commission approved Ordinance 2014-42 (on January 20, 2015) amending the future land use element and the intergovernmental coordination element of the City's Comprehensive Land Use Plan; and approved Ordinance 2015-5 (on January 20, 2015) amending the future land use map designation of the City's Comprehensive Land Use Plan appertaining to the MSA, and

WHEREAS, the City Commission approved on April 7, 2015, Ordinance 2015-13 and Ordinance 2015-14, establishing zoning districts for the lands within and subject to the MSA, and

WHEREAS, the City Commission approved on June 23, 2015, Ordinance 2015-27, establishing regulations for itinerant merchant activities and temporary campsite activities for lands in and subject to the MSA consistent with the City's long-standing policy to eliminate blight, encourage the revitalization and economic development of lands in the MSA and adjacent to and near the Gateway; and for the protection of the health, safety and welfare of visitors, tourists, residents, property owners and the general public who are otherwise affected by itinerant merchant activities associated with recognized special events, and

WHEREAS, the City Commission approved an amortization schedule for temporary campsite activities and itinerant merchant activities on vacant or unimproved lands in the MSA which expired on August 19, 2019, and

WHEREAS, the City Commission approved the first amended ISBA recorded at Book 7758, Pages 4680 through 4683 of the Public Records of Volusia County, Florida, which became effective on September 17, 2019 which expanded the MSA boundary, and

WHEREAS, the City Commission finds these regulations need to be updated since the established amortization schedule has expired and the ISBA was amended, and

WHEREAS, the Planning Board of the City of Ormond Beach, as the local planning agency, has conducted a public hearing on December 10, 2020 on the requested amendment and has made recommendations thereon to the City Commission, and

WHEREAS, all applicable notice requirements of Section 166.041(3)(a), *Florida Statutes*, have been complied with, and

WHEREAS, the City Commission finds the amendment to be consistent with the provisions of the *Comprehensive Plan* of the City of Ormond Beach, and in the overall best interest of the public health, safety and welfare, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT

SECTION ONE. Chapter 2, District and General Regulations, Article VII, North U.S. Highway 1 Interlocal Planning and Municipal Service Area, Division 2. – Itinerant Merchant Regulations for Recognized Special Events and Outdoor Entertainment Activity; Temporary Campsites, Sections 2-84 through 2-90 of the City of Ormond Beach *Land Development Code* is hereby amended to read as follows:

CHAPTER 2 – DISTRICT AND GENERAL REGULATIONS, ARTICLE VII. - NORTH U.S. HIGHWAY 1 INTERLOCAL PLANNING AND MUNICIPAL SERVICE AREA^[1]

Footnotes:

--- (1) ---

Editor's note—Ord. No. 2015-27, § 1, adopted June 23, 2015, added a new Art. VII, Div. 1, §§ 2-74—2-82, to the Code; however, said provisions have been redesignated as Art. VII, Div. 2, §§ 2-84—2-92 at the editor's discretion for purposes of maintaining Code format.

Division 1. - Generally

Secs. 2-74—2-83. - Reserved.

Division 2. - Itinerant Merchant Regulations for Recognized Special Events and Outdoor Entertainment Activity; Temporary Campsites Prohibited.

Sec. 2-84. - Municipal service area and joint planning area; purpose.

- (a) These regulations apply to lands in and subject to the North U.S. Highway 1 Municipal Service Area and Joint Planning Area (MSA/JPA) as established by the interlocal service boundary agreement (ISBA) between the city and County of Volusia recorded at Book 7026, Pages 878 through 895 of the Public Records of Volusia County, Florida, which became effective on August 28, 2014, and the first amended ISBA recorded at Book 7758, Pages 4680 through 4683 of the Public Records of Volusia County, Florida, which became effective on September 17, 2019.

(b) ***No change to existing text***

Sec. 2-85. - Legislative findings.

(a)-(c) ***No change to existing text***

(d) The city commission recognizes by Ordinance 2015-27 that the county authorized by special exception temporary campsite activities on vacant or unimproved land during special events, subject to certain conditions, and being limited in time and duration; and that the conditions of the special exception did not create a right or expectation that temporary campsite activities could occur beyond the limited time and duration prescribed by the special exception. Ordinance 2015-27 provided that temporary campsite activities shall be prohibited as of August 28, 2019. Temporary campsite activities are now prohibited.

(e)-(h) ***No change to existing text***

Sec. 2-86. - Definitions.

Business use ***No change to existing text***

High impact use shall mean itinerant commercial uses or activities on improved land, or on vacant or unimproved land; and shall at one time included activities related to temporary campsites that are prohibited as of August 28, 2019.

Improved land ***No change to existing text***

Outdoor entertainment activity permit ***No change to existing text***

Primary business use shall mean a chief, dominate or main business use of permanent and continuous existence, on a year-round basis, on improved land. It must be authorized by a valid local business tax receipt, regardless whether such activity is for-profit or not-for-profit. It does not include itinerant commercial activity or a temporary campsite activity; nor does it include land for which a business tax receipt has issued where discernible business activity that is customarily associated with such business is not being conducted. The purpose of this definition and these regulations is to ensure that vacant, unimproved or blighted land is not utilized primarily or solely for itinerant commercial activities ~~or temporary campsite activity~~ for limited periods during temporary special events or used for temporary campsite activity for any period.

Recognized special events ***No change to existing text***

Vacant or unimproved land shall mean land on which permanent improvements consisting of one (1) or more buildings do not exist or are not being utilized for the express purpose of engaging in a primary business use; and shall include land for which a business tax receipt has issued authorizing a business use where discernible business activities that are customarily associated with such businesses are not being conducted.

Temporary campsites shall mean that land described in section 2-90 of this article upon which campsites and related activities of a temporary nature and limited duration ~~may be had at one time been~~ authorized during recognized special events. Temporary campsites ~~shall~~ did not constitute a primary business use, and are prohibited as of August 28, 2019.

Vacant or unimproved land category shall mean itinerant commercial uses or activities on vacant or unimproved land; it ~~shall~~ also includes temporary campsite activity.

Sec. 2-87. - High impact uses on land; classification and category of use; rationale.

- (a) High impact uses. Itinerant commercial uses or activities generate significant impacts on the use of improved land, and (including temporary campsite activity that is now prohibited as of August 28, 2019) on vacant or unimproved land, including, but not necessarily limited to, intensive parking needs, intensive traffic, pedestrian safety, noise, and visual and aesthetic blight. Property values in Florida are based on the aggregate total of building improvement and land value. Much of the total taxable value in property involves a building improvement to land value ratio of approximately 70:30. Consequently, vacant or unimproved land that is used primarily or solely for the purpose of hosting itinerate commercial activities or uses, ~~and temporary campsite activities~~, for a recognized special event that has limited duration is problematic because:

- (1) ****No change to existing text****
- (2) Vacant or unimproved land is not assessed by the property appraiser for the income to property owners generated by itinerate commercial activities or uses, ~~or temporary campsite activities~~;
- (3) Vacant or unimproved land that is used primarily or solely for itinerate commercial activities or uses, ~~or temporary campsite activities~~, have debilitating effects on adjacent property values in the MSA and adjacent gateway.

To promote the use of land for primary business use purposes, an amortization schedule shall be imposed for itinerant merchant activities and uses, for outdoor entertainment activities, (and for temporary campsites which are now prohibited as of August 28, 2019), for the vacant or unimproved land category as provided in section 2-88 this article.

- (b) ****No change to existing text****

- (1) Recognized special event host:
 - a. 1635 N. US Hwy 1 (Destination Daytona, activities as specified in the county development order).
 - b. 1065 N. US Hwy 1 (Standard Cycle/Biker Haven).
 - c. 1068 N. US Hwy 1 (Iron Horse Saloon).
 - d. 1106 N. US Hwy 1 (Hired Gun).
 - e. 253 Destination Daytona Lane (J&P Cycles).
 - f. 1658 US Hwy 1 (Love's Travel Stop).
 - g. 1622 N. US Hwy 1 (Sunshine #230 Store).
 - h. 1080 N. US 1 (Harris Village RV/Eagles Nest).
 - i. 1105 N. US Hwy 1 (Low Country Oysters of Ormond Beach).
 - j. 1481 N. US Hwy 1 (Annie Oakley's Saloon).

- k. 1074 N. US Hwy 1 (Ocean Club).
- l. 470 Destination Daytona Blvd (Wyotec).
- m. 1041 N. US Hwy 1 (J Discount #2).
- n. 1069 & 1077 N. US Hwy 1 (Paul's Mobile Village/Hog Pen).
- o. 1090 N. US Hwy 1 (Kurras Mobile Village/Wild Bill's).
- p. 1151 N. US Hwy 1 (Broken Spoke).

(2) Outdoor entertainment activity:

- a. 1635 N. US Hwy 1 (Destination Daytona, activities as specified in the county development order).
- b. 1068 N. US Hwy 1 (Iron Horse Saloon).
- c. 1065 N. US Hwy 1 (Standard Cycle/Biker Haven).
- d. 1105 N. US Hwy 1 (Low Country Oysters of Ormond Beach).
- e. 1069 & 1077 N. US Hwy 1 (Paul's Mobile Village/Hog Pen).
- f. 1090 N. US Hwy 1 (Kurras Mobile Village/Wild Bill's).
- g. 1151 N. US Hwy 1 (Broken Spoke).

(c) ****No change to existing text**** (Ord. No. 2015-27, § 1, 6-23-2015)

Sec. 2-88. - Amortization schedule for vacant or unimproved land category.

- (a) *Vacant or unimproved land category; amortization schedule.* Lands that are subject to the vacant or unimproved land category described in subsection 2-87(c) of this article above ~~may~~ were entitled to host itinerant commercial activities and outdoor entertainment activities, or temporary campsite activities as provided by section 2-90 of this article, during recognized special events for a period that ~~shall automatically terminated~~ five (5) years from the effective date of the interlocal service boundary agreement (said effective date being August 28, 2014). ~~Licenses and permits for itinerant commercial activities and outdoor entertainment activities must be obtained in accordance with the requirements of section 2-89, and must be obtained for temporary campsite activities in accordance with section 2-90 of this article as a condition of engaging in such activities. Itinerant commercial activities and outdoor entertainment activities, and temporary campsites, shall be prohibited after the five year termination date prescribed in this section are now prohibited as of August 28, 2019.~~
- (b) Primary business use; inclusion or exclusion from list based on reasonable cause and accounting. ****No change to existing text****
- ~~(c) Request for inclusion of land in the improved land category. In the event an owner of land whose land and business is not included in the improved land category believes his or her land and business should be included in that category, said owner may produce to the appropriate city officials the same type of evidence described in paragraph (b) of this section in support of such claim, and upon an affirmative finding by the city official a recommendation shall be~~

~~made to the city commission for inclusion of the land and business in the improved land category.~~

- (d~~c~~) Removal of land/business from improved land category. The city commission reserves the right and authority to remove lands and businesses from the improved land category in the absence of a primary business use. The amortization requirements of section 2-88 of this article shall apply to any such land/business so removed.

Sec. 2-89. - Application, license and permit requirements for itinerant commercial activity.

****No change to existing text****

Sec. 2-90. - Temporary campsites prohibited.

- (a) ~~Temporary campsites on all land within the North U.S. Highway 1 MSA/JPA are prohibited as of August 28, 2019. The land at 1725 North U.S. Highway 1 (Parcel No. 3126-00-00-0080) is vacant or unimproved land and is in the vacant or unimproved land category. On December 20, 2012, Volusia County issued a special exception (Case # S-12-041) for a three year period that will expire on December 20, 2015, authorizing the operation of temporary campsites three (3) days before, during, and three (3) days after recognized special events, subject to certain conditions.~~
- (b) ~~Temporary campsites may be authorized at 1725 North U.S. Highway 1 (Parcel # 3126-00-00-0080) during recognized special events, subject to filing an application that must be reviewed and approved by members of the site plan review committee. Upon satisfying the conditions described herein, and any other condition that is reasonably required by the SPRC members, a license or permit shall be issued subject to the following conditions:~~
- ~~(1) The license or permit shall be valid only for a one year period, beginning on October 1 of a given year and expiring on September 30 the following year.~~
 - ~~(2) Temporary campsites shall only be allowed three (3) days before, during, and three (3) days after a recognized special event.~~
 - ~~(3) Temporary campsites shall not exceed one hundred (100) in number and shall be limited to the areas depicted on a site plan to be approved by the SPRC members.~~
 - ~~(4) The size of individual campsites, number of portable toilets, hand wash sinks, and portable water and shower facilities shall comply with Volusia County Health Department requirements.~~
 - ~~(5) Public safety, building inspection, and public health personnel shall have complete and unlimited access to the premises at all times.~~
 - ~~(6) The land owner shall be responsible for ensuring the provision of fire protection services.~~
 - ~~(7) Recreational vehicles with self-contained holding tanks for wastewater shall secure all sewer waste line caps to prevent leakage; and signs must be posted prohibiting the discharge of wastewater.~~
 - ~~(8) Adequate traffic control must be provided, including the provision of one (1) or more uniformed law enforcement officers.~~

- ~~(9) An adequate number of solid waste containers must be provided, and emptied and cleaned on a regular as needed basis. The premises shall be kept completely clear of litter and waste material.~~
- ~~(10) Special event contests are prohibited.~~
- ~~(11) Compliance with all applicable city, county, state and federal laws and regulations is required at all times.~~
- ~~(12) Must be open to and accessible by members of the general public; and must not discriminate against race, gender, religion, creed, nationality, or sexual orientation.~~
- ~~(13) Land and/or business shall not be used for any unlawful purpose, or purpose inconsistent with the Land Development Code or Code of Ordinances of the City of Ormond Beach; and shall not be used by an organized or criminal gang, or for the assembly of organized or criminal gang members, or for the assembly of associates of organized or criminal gang members.~~
- ~~(14) Any other condition that is reasonably required by the SPRC members.~~
- ~~(15) Any use or activity that is not specifically authorized by the license or permit shall be prohibited.~~
- ~~(16) A violation of any of the prescribed conditions or a violation of any other applicable city, state or federal law may result in the immediate revocation of the license or permit.~~
- ~~(c) The amortization requirements provided in section 2-88 of this article shall apply to the land at 1725 North U.S. Highway 1 (Parcel # 3126-00-00-0080).~~

(Ord. No. 2015-27, § 1, 6-23-2015)

Sec. 2-91. - Reservation of power. ***No change to existing text***

Sec. 2-92. - Enforcement. ***No change to existing text***

SECTION TWO. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION THREE. In the event any word, phrase, clause, sentence, paragraph, term or provision of this Ordinance shall be held to be invalid by a court of competent jurisdiction, such judicial determination shall not affect any other word, clause, phrase, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

SECTION FOUR. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 19th day of January, 2021.

PASSED UPON at the second and final reading of the City Commission, this 2nd day of February, 2021.

BILL PARTINGTON
Mayor

ATTEST:

COLBY CILENTO
City Clerk

STAFF REPORT

City of Ormond Beach Department of Planning

MEETING DATE: December 10, 2020

SUBJECT: Land Development Code Amendment: Article VII. – North U.S. Highway 1 Interlocal Planning and Municipal Service Area

APPLICANT: Administrative

NUMBER: LDC 2020-083

PROJECT PLANNER: Becky Weedo, AICP, CFM, Senior Planner

INTRODUCTION:

This is an administrative request to amend Chapter 2 – District and General Regulations, Article VII – North U.S. Highway 1 Interlocal Planning and Municipal Service Area, Division 2. – Itinerant Merchant Regulations for Recognized Special Events and Outdoor Entertainment Activity; Temporary Campsites, Sections 2-84 through 2-92, to update itinerant merchant regulations for recognized special events and outdoor entertainment activity.

BACKGROUND:

On August 19, 2014, the City Commission authorized the execution of the Interlocal Service Boundary Agreement (ISBA) with Volusia County regarding the North US 1 Joint planning area. On June 23, 2015, the Land Development Code was amended to include itinerant merchant regulations for recognized special events and outdoor entertainment activity. Also, on June 23, 2015, per Resolution No. 2015-136, the City Commission acknowledged the completion of land use and zoning actions and established the City of Ormond Beach as the jurisdictional authority over the lands within the ISBA.

An amortization schedule was adopted for itinerant commercial activities and outdoor entertainment activities, and temporary campsites on vacant or unimproved land. The allowable timeframe for special event activities to continue on vacant or unimproved land terminated on August 28, 2019. Now, the Land Development Code needs to be amended to update the related regulations.

LDC AMENDMENT:

The proposed amendments to the City of Ormond Beach Land Development Code related to itinerant merchant regulations and recognized special events were reviewed by the City Attorney's office and updated the sections appropriately. The proposed changes to Sections 2-84 through 2-92 are attached as Exhibit 1. The underlined text are additions to the original text and strike through are the deleted text of the amendment. A summary of changes is provided below:

Chapter 2 – District and General Regulations, Article VII – North U.S. Highway 1 Interlocal Planning and Municipal Service Area, Division 2.

Division 2. - Itinerant Merchant Regulations for Recognized Special Events and Outdoor Entertainment Activity; Temporary Campsites Prohibited.

Sec. 2-84. - Municipal service area and joint planning area; purpose.

- (a) These regulations apply to lands in and subject to the North U.S. Highway 1 Municipal Service Area and Joint Planning Area (MSA/JPA) as established by the interlocal service boundary agreement (ISBA) between the city and County of Volusia recorded at Book 7026, Pages 878 through 895 of the Public Records of Volusia County, Florida, which became effective on August 28, 2014, and the first amended ISBA recorded at Book 7758, Pages 4680 through 4683 of the Public Records of Volusia County, Florida, which became effective on September 17, 2019.
- (b) ***No change to existing text***

Sec. 2-85. - Legislative findings.

- (a)-(c) ***No change to existing text***
- (d) The city commission recognizes by Ordinance 2015-27 that the county authorized by special exception temporary campsite activities on vacant or unimproved land during special events, subject to certain conditions, and being limited in time and duration; and that the conditions of the special exception did not create a right or expectation that temporary campsite activities could occur beyond the limited time and duration prescribed by the special exception. Ordinance 2015-27 provided that temporary campsite activities shall be prohibited as of August 28, 2019. Temporary campsite activities are now prohibited.
- (e)-(h) ***No change to existing text***

Sec. 2-86. - Definitions.

Business use ***No change to existing text***

High impact use shall mean itinerant commercial uses or activities on improved land, or on vacant or unimproved land; and ~~shall~~ at one time included activities related to temporary campsites that are prohibited as of August 28, 2019.

Improved land ***No change to existing text***

Outdoor entertainment activity permit ***No change to existing text***

Primary business use means a chief, dominate or main business use of permanent and continuous existence, on a year-round basis, on improved land. It must be authorized by a valid local business tax receipt, regardless whether such activity is for-profit or not-for-profit. It does not include itinerant commercial activity or a temporary campsite activity; nor does it include land for which a business tax receipt has issued where discernible business activity that is customarily associated with such business is not being conducted. The purpose of this definition and these regulations is to ensure that vacant, unimproved or blighted land is not utilized primarily or solely for itinerant commercial activities or temporary campsite activity for limited periods during temporary special events or used for temporary campsite activity for any period.

*Recognized special events ***No change to existing text****

Vacant or unimproved land shall mean land on which permanent improvements consisting of one (1) or more buildings do not exist or are not being utilized for the express purpose of engaging in a primary business use; and shall include land for which a business tax receipt has issued authorizing a business use where discernible business activities that are customarily associated with such businesses are not being conducted.

Temporary campsites shall mean that land described in section 2-90 of this article upon which campsites and related activities of a temporary nature and limited duration ~~may be had at one time~~ been authorized during recognized special events. Temporary campsites ~~shall~~ did not constitute a primary business use, and are prohibited as of August 28, 2019.

Vacant or unimproved land category shall mean itinerant commercial uses or activities on vacant or unimproved land; it ~~shall~~ also includes temporary campsite activity.

Sec. 2-87. – High impact uses on land; classification and category of use; rationale.

- (a) *High impact uses.* Itinerant commercial uses or activities generate significant impacts on the use of improved land, and (including temporary campsite activity that is now prohibited as of August 28, 2019) on vacant or unimproved land, including, but not necessarily limited to, intensive parking needs, intensive traffic, pedestrian safety, noise, and visual and aesthetic blight. Property values in Florida are based on the aggregate total of building improvement and land value. Much of the total taxable value in property involves a building improvement to land value ratio of approximately 70:30. Consequently, vacant or unimproved land that is used primarily or solely for the purpose of hosting itinerate commercial activities or uses, ~~and temporary campsite activities~~, for a recognized special event that has limited duration is problematic because:

(1) ****No change to existing text****

(2) Vacant or unimproved land is not assessed by the property appraiser for the income to property owners generated by itinerate commercial activities or uses, ~~or temporary campsite activities~~;

(3) Vacant or unimproved land that is used primarily or solely for itinerate commercial activities or uses, ~~or temporary campsite activities~~, have debilitating effects on adjacent property values in the MSA and adjacent gateway.

To promote the use of land for primary business use purposes, an amortization schedule shall be imposed for itinerant merchant activities and uses, for outdoor entertainment activities, (and for temporary campsites which are now prohibited as of August 28, 2019), for the vacant or unimproved land category as provided in section 2-88 of this article.

- (b) *Improved land category.* ****No change to existing text****

(1) Recognized special event host:

- a. 1635 N. US Hwy 1 (Destination Daytona, activities as specified in the county development order).
- b. 1065 N. US Hwy 1 (Standard Cycle/Biker Haven).

- c. 1068 N. US Hwy 1 (Iron Horse Saloon).
- d. 1106 N. US Hwy 1 (Hired Gun).
- e. 253 Destination Daytona Lane (J&P Cycles).
- f. 1658 US Hwy 1 (Love's Travel Stop).
- g. 1622 N. US Hwy 1 (Sunshine #230 Store).
- h. 1080 N. US 1 (Harris Village RV/Eagles Nest).
- i. 1105 N. US Hwy 1 (Low Country Oysters of Ormond Beach).
- j. 1481 N. US Hwy 1 (Annie Oakley's Saloon).
- k. 1074 N. US Hwy 1 (Ocean Club).
- l. 470 Destination Daytona Blvd (Wyotec).
- m. 1041 N. US Hwy 1 (J Discount #2).
- n. 1069 & 1077 N. US Hwy 1 (Paul's Mobile Village/Hog Pen).
- o. 1090 N. US Hwy 1 (Kurra's Mobile Village/Wild Bill's).
- p. 1151 N. US Hwy 1 (Broken Spoke).

(2) Outdoor entertainment activity:

- a. 1635 N. US Hwy 1 (Destination Daytona, activities as specified in the county development order).
- b. 1068 N. US Hwy 1 (Iron Horse Saloon).
- c. 1065 N. US Hwy 1 (Standard Cycle/Biker Haven).
- d. 1105 N. US Hwy 1 (Low Country Oysters of Ormond Beach).
- e. 1069 & 1077 N. US Hwy 1 (Paul's Mobile Village/Hog Pen).
- f. 1090 N. US Hwy 1 (Kurra's Mobile Village/Wild Bill's).
- g. 1151 N. US Hwy 1 (Broken Spoke).

(c) Amortization scheduled for vacant or unimproved land category. ****No change to existing text****

Sec. 2-88. - Amortization schedule for vacant or unimproved land category.

- (a) *Vacant or unimproved land category; amortization schedule.* Lands that are subject to the vacant or unimproved land category described in subsection 2-87(c) of this article above ~~may~~ were entitled to host itinerant commercial activities and outdoor entertainment activities, or temporary campsite activities as provided by section 2-90 of this article, during recognized special events for a period that ~~shall~~ automatically terminated five (5) years from the effective date of the interlocal service boundary agreement (said effective date being August 28, 2014). ~~Licenses and permits for itinerant commercial activities and outdoor entertainment activities must be obtained in accordance with the requirements of section 2-89, and must be obtained~~

~~for temporary campsite activities in accordance with section 2-90 of this article as a condition of engaging in such activities. Itinerant commercial activities and outdoor entertainment activities, and temporary campsites, shall be prohibited after the five-year termination date prescribed in this section are now prohibited as of August 28, 2019.~~

- (b) Primary business use; inclusion or exclusion from list based on reasonable cause and accounting. ****No change to existing text****
- ~~(c) Request for inclusion of land in the improved land category. In the event an owner of land whose land and business is not included in the improved land category believes his or her land and business should be included in that category, said owner may produce to the appropriate city officials the same type of evidence described in paragraph (b) of this section in support of such claim, and upon an affirmative finding by the city official a recommendation shall be made to the city commission for inclusion of the land and business in the improved land category.~~
- (~~c~~) Removal of land/business from improved land category. The city commission reserves the right and authority to remove lands and businesses from the improved land category in the absence of a primary business use. The amortization requirements of section 2-88 of this article shall apply to any such land/business so removed.

Sec. 2-89. - Application, license and permit requirements for itinerant commercial activity.

****No change to existing text****

Sec. 2-90. - Temporary campsites prohibited.

- (a) Temporary campsites on all land within the North U.S. Highway 1 MSA/JPA are prohibited as of August 28, 2019. The land at 1725 North U.S. Highway 1 (Parcel No. 3126-00-00-0080) is vacant or unimproved land and is in the vacant or unimproved land category. On December 20, 2012, Volusia County issued a special exception (Case # S-12-041) for a three-year period that will expire on December 20, 2015, authorizing the operation of temporary campsites three (3) days before, during, and three (3) days after recognized special events, subject to certain conditions.
- (b) ~~Temporary campsites may be authorized at 1725 North U.S. Highway 1 (Parcel # 3126-00-00-0080) during recognized special events, subject to filing an application that must be reviewed and approved by members of the site plan review committee. Upon satisfying the conditions described herein, and any other condition that is reasonably required by the SPRC members, a license or permit shall be issued subject to the following conditions:~~
 - ~~(1) The license or permit shall be valid only for a one-year period, beginning on October 1 of a given year and expiring on September 30 the following year.~~
 - ~~(2) Temporary campsites shall only be allowed three (3) days before, during, and three (3) days after a recognized special event.~~
 - ~~(3) Temporary campsites shall not exceed one hundred (100) in number and shall be limited to the areas depicted on a site plan to be approved by the SPRC members.~~
 - ~~(4) The size of individual campsites, number of portable toilets, hand wash sinks, and portable water and shower facilities shall comply with Volusia County Health Department requirements.~~

- ~~(5) Public safety, building inspection, and public health personnel shall have complete and unlimited access to the premises at all times.~~
- ~~(6) The land owner shall be responsible for ensuring the provision of fire protection services.~~
- ~~(7) Recreational vehicles with self contained holding tanks for wastewater shall secure all sewer waste line caps to prevent leakage; and signs must be posted prohibiting the discharge of wastewater.~~
- ~~(8) Adequate traffic control must be provided, including the provision of one (1) or more uniformed law enforcement officers.~~
- ~~(9) An adequate number of solid waste containers must be provided, and emptied and cleaned on a regular as needed basis. The premises shall be kept completely clear of litter and waste material.~~
- ~~(10) Special event contests are prohibited.~~
- ~~(11) Compliance with all applicable city, county, state and federal laws and regulations is required at all times.~~
- ~~(12) Must be open to and accessible by members of the general public; and must not discriminate against race, gender, religion, creed, nationality, or sexual orientation.~~
- ~~(13) Land and/or business shall not be used for any unlawful purpose, or purpose inconsistent with the Land Development Code or Code of Ordinances of the City of Ormond Beach; and shall not be used by an organized or criminal gang, or for the assembly of organized or criminal gang members, or for the assembly of associates of organized or criminal gang members.~~
- ~~(14) Any other condition that is reasonably required by the SPRC members.~~
- ~~(15) Any use or activity that is not specifically authorized by the license or permit shall be prohibited.~~
- ~~(16) A violation of any of the prescribed conditions or a violation of any other applicable city, state or federal law may result in the immediate revocation of the license or permit.~~
- ~~(c) The amortization requirements provided in section 2-88 of this article shall apply to the land at 1725 North U.S. Highway 1 (Parcel # 3126-00-00-0080).~~

Sec. 2-91. - Reservation of power. ***No change to existing text***

Sec. 2-92. - Enforcement. ***No change to existing text***

CONCLUSION:

Section 1-15(d)(3) of the Land Development Code require certain criteria that must be evaluated before adoption of a Land Development Code amendment when making their recommendation, as follows.

- 1. The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally**

permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.

The proposed amendments do not propose any site-specific development. It is not expected that the proposed Land Development Code amendment will create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life. The amendments are a “housekeeping” matter to update language and the itinerant activity regulations that expired on August 28, 2019.

2. The proposed development is consistent with the Comprehensive Plan.

The proposed Land Development Code amendment is consistent with the Comprehensive Plan. Objective 2.1 of the Future Land Use Element of the Comprehensive Plan discusses the need to update Land Development Code regulations.

3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.

The proposed Land Development Code amendments do not approve any site-specific development and will not have an adverse impact on environmentally sensitive lands.

4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.

The proposed Land Development Code amendments do not approve any site-specific development and will not have any impacts on surrounding properties.

5. There are adequate 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 Land Development Code amendment is not applicable to public facilities.

6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.

There is no development proposed as part of the proposed amendment. The application pertains to Land Development Code amendments.

7. The proposed development is functional in the use of space and aesthetically acceptable.

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

8. The proposed development provides for the safety of occupants and visitors.

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

10. The testimony provided at public hearings.

There has not been a public hearing at this time. The comments from the Planning Board meeting will be incorporated into the City Commission packet.

RECOMMENDATION:

It is recommended that the Planning Board APPROVE the amendments to the Land Development Code, Chapter 2 – District and General Regulations, Article VII – North U.S. Highway 1 Interlocal Planning and Municipal Service Area, Division 2. – Itinerant Merchant Regulations for Recognized Special Events and Outdoor Entertainment Activity; Temporary Campsites, Sections 2-84 through 2-92, to update itinerant merchant regulations for recognized special events and outdoor entertainment activity, as shown in Attachment 1.

Attachments:

Exhibit 1: Proposed Land Development Code amendment

ATTACHMENT 1 – PROPOSED LDC AMENDMENT

CHAPTER 2 – DISTRICT AND GENERAL REGULATIONS, ARTICLE VII. - NORTH U.S. HIGHWAY 1 INTERLOCAL PLANNING AND MUNICIPAL SERVICE AREA III

Footnotes:

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Editor's note—Ord. No. 2015-27, § 1, adopted June 23, 2015, added a new Art. VII, Div. 1, §§ 2-74—2-82, to the Code; however, said provisions have been redesignated as Art. VII, Div. 2, §§ 2-84—2-92 at the editor's discretion for purposes of maintaining Code format.

Division 1. - Generally

Secs. 2-74—2-83. - Reserved.

Division 2. - Itinerant Merchant Regulations for Recognized Special Events and Outdoor Entertainment Activity; Temporary Campsites Prohibited.

Sec. 2-84. - Municipal service area and joint planning area; purpose.

- (a) These regulations apply to lands in and subject to the North U.S. Highway 1 Municipal Service Area and Joint Planning Area (MSA/JPA) as established by the interlocal service boundary agreement (ISBA) between the city and County of Volusia recorded at Book 7026, Pages 878 through 895 of the Public Records of Volusia County, Florida, which became effective on August 28, 2014, and the first amended ISBA recorded at Book 7758, Pages 4680 through 4683 of the Public Records of Volusia County, Florida, which became effective on September 17, 2019.
- (b) As a predicate to establishing the regulations in this article, the city commission approved, in accordance with the requirements of F.S. § 171.203(9) and the ISBA, on January 20, 2015, Ordinance 2014-42 and Ordinance 2015-5 amending the future land use element, the intergovernmental element, and the future land use map of the city's comprehensive land use plan; and approved on April 7, 2015 Ordinance 2015-13 and Ordinance 2015-14 establishing zoning districts for lands in and subject to the MSA.

(Ord. No. 2015-27, § 1, 6-23-2015)

Sec. 2-85. - Legislative findings.

- (a) The North U.S. Highway 1 corridor serves as the northernmost gateway (gateway) into the County of Volusia and the cities of Ormond Beach (city), Daytona Beach, Holly Hill, South Daytona and Port Orange (collectively the cities). Visitors, tourists, residents, and business owners utilize the gateway to travel to and from various destination points in the cities. The city commission has for many years encouraged the revitalization of the gateway to eliminate blight and promote economic development, including the adoption of gateway standards and policies.

Note: Underline is proposed text and ~~strikethrough~~ is proposed deleted text

- (b) Certain lands in the MSA and adjacent to the gateway are located in the unincorporated territory of the county and certain other lands are located within the municipal boundaries of the city, which resulted in the lands being subject to different and confusing zoning, land use, development, and other regulations. Those different standards have resulted in the inefficient planning and development of lands, as well as the inefficient delivery of public services and resources. Despite the efforts and expenditure of significant resources by the city to encourage the revitalization and economic development of lands within the city adjacent to and near the gateway (including by way of example but not limited to Ormond Beach Sports Complex, Ormond Crossings commercial/residential mixed use development, S.R. Perrott distribution center, Hull Point Business Park, Ormond Business Park, and Ormond Commerce Park), other lands in the unincorporated territory of the county within the MSA remain in blighted conditions (primarily vacant or unimproved lands).
- (c) The city commission recognizes that certain lands in the MSA adjacent to the gateway have hosted under the county's jurisdiction tourist related special events for limited durations or on a temporary basis in accordance with itinerant merchant regulations adopted by the county, which allowed for the issuance of a host license for a one-year period and the issuance of individual vendor permits for a six-month period upon the satisfaction of certain conditions. The issuance of host licenses and individual vendor permits for limited periods did not establish a right or expectation that itinerant merchant activities could occur beyond the duration of the recognized special event as authorized by a host license or individual vendor permit.
- (d) The city commission recognizes by Ordinance 2015-27 that the county authorized by special exception temporary campsite activities on vacant or unimproved land during special events, subject to certain conditions, and being limited in time and duration; and that the conditions of the special exception did not create a right or expectation that temporary campsite activities could occur beyond the limited time and duration prescribed by the special exception. Ordinance 2015-27 provided that temporary campsite activities shall be prohibited as of August 28, 2019. Temporary campsite activities are now prohibited.
- (e) The city commission recognizes that special event activities occur on improved and unimproved lands in the MSA, as those terms are defined in these regulations, and the city commission desires to establish reasonable regulations for itinerant merchant activities and temporary campsite activities consistent with the city's policies to eliminate blight and encourage economic revitalization in the MSA and along the gateway.
- (f) The city commission recognizes that itinerant merchant activities and temporary campsite activities generate significant impacts related to intensive traffic, intensive parking needs, pedestrian safety, noise, and visual and aesthetic blight, which require additional public resources beyond the needs that would otherwise be required; that these significant impacts are generated on and from improved and unimproved lands in the MSA adjacent to the gateway, however the owners of improved land pay a disproportionately higher rate for the provision of public resources that are required to manage itinerant merchant activities and temporary campsite activities, because:
 - (1) Owners of vacant or unimproved land pay far less in ad valorem taxes to offset the public service impacts, than do owners of improved land;

Note: Underline is proposed text and ~~strikethrough~~ is proposed deleted text

- (2) Vacant or unimproved land is not assessed for the income received by property owners that are generated by itinerant merchant activities or temporary campsite activities; and
- (3) Vacant or unimproved land that is used primarily for itinerant merchant activities or temporary campsite activities during recognized special events remain in blighted conditions and have debilitating effects on adjacent property values.
- (g) The city commission has determined the nature of itinerant merchant activities and temporary campsite activities that occur on lands in the MSA adjacent to the gateway have debilitating visual effects on passing motorists, including visitors, tourists, residents, and families with children who must utilize the gateway route, passing through the itinerant merchant activities, to reach their points of destinations, whether it be the city's Ormond Beach Sports Complex for youth recreational activities, residential neighborhoods, businesses, or other destination points in other cities.
- (h) The city commission has therefore determined that these itinerant merchant and temporary campsite regulations are necessary to protect the health, safety and welfare of the general public; to promote the elimination of blight and encourage economic development to revitalize the MSA and gateway, and to protect property values; that these regulations serve both a rational basis and compelling government interest; and that the findings of the city commission should be afforded broad deference by any court of competent jurisdiction in the resolution of any issue, should any arise, regarding these regulations.

(Ord. No. 2015-27, § 1, 6-23-2015)

Sec. 2-86. - Definitions.

The following definitions apply to this article. For words that are not defined in this section, the definitions in section 1-22 of this Code shall apply if not in conflict with this article. For words that are not defined by this section or section 1-22 of this Code, the definition in the most recent edition of Webster's New Collegiate Dictionary shall apply if not in conflict with this article.

Building means a permanent structure having a roof that is impervious to weather and enclosing a space with four (4) walls that is utilized for a primary business use.

Business use shall mean a lawful activity that is commonly and customarily recognized as a business or commercial activity, regardless whether or not such activity is for-profit or not-for-profit.

High impact use shall mean itinerant commercial uses or activities on improved land, or on vacant or unimproved land; and ~~shall at one time included~~ activities related to temporary campsites that are prohibited as of August 28, 2019.

Improved land shall mean land on which permanent improvements consisting of one (1) or more buildings are being utilized for the express purpose of engaging in a primary business use in accordance with all legal requirements.

Improved land category shall mean itinerant commercial use or activities on improved land.

Itinerant commercial activity shall mean a commercial use or activity of intermittent or temporary existence, or not being of a permanent and continuous existence on a year-round basis,

Note: Underline is proposed text and ~~strikethrough~~ is proposed deleted text

regardless whether such use or activity is for-profit or not-for-profit. These activities commonly include, but shall not be limited to, tattoo services, food vending, retail, and portable stationary simulation rides. Itinerant commercial activity shall not be a primary business use.

Itinerant vendor permit shall mean a permit issued to an individual person or business authorizing the person or business to engage in itinerant commercial activities at a specific location and for a temporary duration specified in the permit.

Local business tax receipt (BTR) shall have the meaning prescribed in F.S. ch. 205. It is a receipt issued by the city or county granting a privilege to engage in a lawful business activity, exclusive of any fees for applicable licenses, permits, registrations, examinations or inspections.

Master vendor permit shall mean a permit that is issued to a property owner authorizing one (1) or more individual itinerant vendors to conduct itinerant commercial activities on the property owner's land for a temporary duration specified in the permit. The permit duration may be annual or six (6) months in duration.

Organized or criminal gang, organized or criminal gang member, and organized or criminal gang associate shall have the meanings described in F.S. ch. 874, as the same presently exists or may be hereafter amended. Organized or criminal gangs shall also include, but shall not be limited to, those organizations or gangs described in the most recent editions of the national gang report or other national gang threat assessment published by the National Gang Intelligence Center, the Federal Bureau of Investigation, or any other state or nationally recognized agency or authority on criminal gangs; and shall include any organization or gang that meets the elements of F.S. ch. 874 regardless of any conviction or official adjudication. Organized or criminal gang associate shall also include any owner of, or other person having an equitable, beneficial or leasehold interest in, land, property, building, structure, business, object, device, motorcycle or vehicle who allows or permits his or her land, property, building, structure, business, object, device, motorcycle or vehicle to be occupied or utilized by an organized or criminal gang, or to facilitate or permit unlawful activity, or for the assembly of organized or criminal gang members or gang associates.

Outdoor entertainment activity shall mean an activity specific to a primary business use, that is typically smaller in scope than recognized special event activities, and that must occur on site as an accessory activity to the primary business use of the property. For purposes of this definition, music, participant contests, auto exhibits, games and similar activities hosted on-site of a primary business use shall not be outdoor entertainment activity. Administrative approvals shall be required for outdoor entertainment activities. Except during and for the limited exception provided in section 2-78 of this article for land in the vacant or unimproved land category, outdoor entertainment activity shall not be allowed or permitted on vacant or unimproved land. No outdoor entertainment activity permit shall be required for accessory use events conducted totally on site with the primary business use and which do not exceed an anticipated attendance of five hundred (500) or more participants. An inspection fee each may be required if tents are proposed, outside vendor food preparation is involved or other activities requiring inspection is proposed.

Outdoor entertainment activity permit shall mean a permit issued for outdoor entertainment activity that is to occur on the property where a primary business use occurs, and for a temporary duration specified in the permit; except only that outdoor entertainment activities may be allowed during and for the limited exception provided in section 2-78 of this article, for land in the vacant or unimproved land category.

Note: Underline is proposed text and ~~strikethrough~~ is proposed deleted text

Primary business use shall mean a chief, dominate or main business use of permanent and continuous existence, on a year-round basis, on improved land. It must be authorized by a valid local business tax receipt, regardless whether such activity is for-profit or not-for-profit. It does not include itinerant commercial activity or a temporary campsite activity; nor does it include land for which a business tax receipt has issued where discernible business activity that is customarily associated with such business is not being conducted. The purpose of this definition and these regulations is to ensure that vacant, unimproved or blighted land is not utilized primarily or solely for itinerant commercial activities ~~or temporary campsite activity~~ for limited periods during temporary special events or used for temporary campsite activity for any period.

Recognized special events shall mean Daytona Beach Bike Week Festival, as established by the Bike Week Executive Committee; Daytona Beach Biketoberfest Special Event, as established by the Biketoberfest Development Committee of the Daytona Beach Area Convention and Visitors Bureau; Daytona Speed Weeks, encompassing that time period commencing with the Rolex 24-Hour Race and ending with the Daytona 500 Race, as established by the Daytona International Speedway; and Pepsi 400 Race, as established by the Daytona International Speedway and any other specially licensed outdoor entertainment activity involving more than one (1) property owner or includes five hundred (500) or more participants.

Vacant or unimproved land shall mean land on which permanent improvements consisting of one (1) or more buildings do not exist or are not being utilized for the express purpose of engaging in a primary business use; and shall include land for which a business tax receipt has issued authorizing a business use where discernible business activities that are customarily associated with such businesses are not being conducted.

Temporary campsites shall mean that land described in section 2-90 of this article upon which campsites and related activities of a temporary nature and limited duration ~~may be had at one time~~ been authorized during recognized special events. Temporary campsites ~~shall~~ did not constitute a primary business use, and are prohibited as of August 28, 2019.

Vacant or unimproved land category shall mean itinerant commercial uses or activities on vacant or unimproved land; it ~~shall~~ also included temporary campsite activity.

(Ord. No. 2015-27, § 1, 6-23-2015)

Sec. 2-87. - High impact uses on land; classification and category of use; rationale.

- (a) High impact uses. Itinerant commercial uses or activities generate significant impacts on the use of improved land, and (including temporary campsite activity that is now prohibited as of August 28, 2019) on vacant or unimproved land, including, but not necessarily limited to, intensive parking needs, intensive traffic, pedestrian safety, noise, and visual and aesthetic blight. Property values in Florida are based on the aggregate total of building improvement and land value. Much of the total taxable value in property involves a building improvement to land value ratio of approximately 70:30. Consequently, vacant or unimproved land that is used primarily or solely for the purpose of hosting itinerate commercial activities or uses, ~~and temporary campsite activities~~, for a recognized special event that has limited duration is problematic because:

Note: Underline is proposed text and ~~strikethrough~~ is proposed deleted text

- (1) Owners of vacant or unimproved land pay little in taxes to offset the costs of public service impacts related to the event;
- (2) Vacant or unimproved land is not assessed by the property appraiser for the income to property owners generated by itinerate commercial activities or uses, ~~or temporary campsite activities;~~
- (3) Vacant or unimproved land that is used primarily or solely for itinerate commercial activities or uses, ~~or temporary campsite activities;~~ have debilitating effects on adjacent property values in the MSA and adjacent gateway.

To promote the use of land for primary business use purposes, an amortization schedule shall be imposed for itinerant merchant activities and uses, for outdoor entertainment activities, (and for temporary campsites which are now prohibited as of August 28, 2019), for the vacant or unimproved land category as provided in section 2-88 this article.

- (b) Improved land category. According to the host itinerant merchant records of the county, the improved lands with primary business uses described below engaged in itinerant commercial uses or activities during recognized special events in the unincorporated territory of the county during the 2013-2014 year immediately preceding the effective date of the ISBA, and during the 2014-2015 year following the effective date of the ISBA. Lands with primary business uses in this category shall be allowed to continue engaging in such uses or activities after the effective date of the ISBA and shall be exempt from the amortization schedule that applies to the vacant or unimproved land use category for so long as said lands are used for primary business use purposes:

- (1) Recognized special event host:
 - a. 1635 N. US Hwy 1 (Destination Daytona, activities as specified in the county development order).
 - b. 1065 N. US Hwy 1 (Standard Cycle/Biker Haven).
 - c. 1068 N. US Hwy 1 (Iron Horse Saloon).
 - d. 1106 N. US Hwy 1 (Hired Gun).
 - e. 253 Destination Daytona Lane (J&P Cycles).
 - f. 1658 US Hwy 1 (Love's Travel Stop).
 - g. 1622 N. US Hwy 1 (Sunshine #230 Store).
 - h. 1080 N. US 1 (Harris Village RV/Eagles Nest).
 - i. 1105 N. US Hwy 1 (Low Country Oysters of Ormond Beach).
 - j. 1481 N. US Hwy 1 (Annie Oakley's Saloon).
 - k. 1074 N. US Hwy 1 (Ocean Club).
 - l. 470 Destination Daytona Blvd (Wyotec).
 - m. 1041 N. US Hwy 1 (J Discount #2).
 - n. 1069 & 1077 N. US Hwy 1 (Paul's Mobile Village/Hog Pen).
 - o. 1090 N. US Hwy 1 (Kurras Mobile Village/Wild Bill's).

Note: Underline is proposed text and ~~strike through~~ is proposed deleted text

p. 1151 N. US Hwy 1 (Broken Spoke).

(2) Outdoor entertainment activity:

- a. 1635 N. US Hwy 1 (Destination Daytona, activities as specified in the county development order).
- b. 1068 N. US Hwy 1 (Iron Horse Saloon).
- c. 1065 N. US Hwy 1 (Standard Cycle/Biker Haven).
- d. 1105 N. US Hwy 1 (Low Country Oysters of Ormond Beach).
- e. 1069 & 1077 N. US Hwy 1 (Paul's Mobile Village/Hog Pen).
- f. 1090 N. US Hwy 1 (Kurras Mobile Village/Wild Bill's).
- g. 1151 N. US Hwy 1 (Broken Spoke).

- (c) Amortization scheduled for vacant or unimproved land category. Itinerant commercial uses or activities, including temporary campsite activities, have the same significant impacts on vacant or unimproved land as those impacts that occur on improved land. Business establishments and lands that are not included in the improved land category described in paragraph (b) of this section shall be in the vacant or unimproved land category for purposes of these regulations. Itinerant commercial activities and outdoor entertainment activities, and temporary campsites, for lands in the vacant or unimproved land category shall be subject to amortization as provided in section 2-88 of this article.

(Ord. No. 2015-27, § 1, 6-23-2015)

Sec. 2-88. - Amortization schedule for vacant or unimproved land category.

- (a) *Vacant or unimproved land category; amortization schedule.* Lands that are subject to the vacant or unimproved land category described in subsection 2-87(c) of this article above ~~may~~ were entitled to host itinerant commercial activities and outdoor entertainment activities, or temporary campsite activities as provided by section 2-90 of this article, during recognized special events for a period that ~~shall~~ automatically terminated five (5) years from the effective date of the interlocal service boundary agreement (said effective date being August 28, 2014). ~~Licenses and permits for itinerant commercial activities and outdoor entertainment activities must be obtained in accordance with the requirements of section 2-89, and must be obtained for temporary campsite activities in accordance with section 2-90 of this article as a condition of engaging in such activities. Itinerant commercial activities and outdoor entertainment activities, and temporary campsites, shall be prohibited after the five year termination date prescribed in this section are now prohibited as of August 28, 2019.~~
- (b) Primary business use; inclusion or exclusion from list based on reasonable cause and accounting. In the event a city official who is responsible for administering, implementing or enforcing these regulations has reasonable cause to believe any land in the improved land category is not being utilized for a primary business use as required by these regulations, then in such event the owner of, or other person having an equitable, beneficial or leasehold interest

Note: Underline is proposed text and ~~strikethrough~~ is proposed deleted text

in, such lands or business shall, upon request by the city official, produce proof or evidence sufficient to demonstrate that the land is being used for a primary business use. A request for proof or evidence may include:

- (1) Inspection of the land and/or business use.
- (2) Marketing or advertisement material.
- (3) Evidence of the utilization of goods, services, and wares by customers (e.g., sales receipts; receipts evidencing the delivery of goods, services, or wares, etc.).
- (4) Monthly sales tax remittance, quarterly Internal Revenue Code 941 filing, annual federal tax return, and/or other financial documentation that is deemed reasonable and appropriate under the circumstances.
- (5) Any other documentation reasonably related to a request for information to substantiate a primary business use.

A failure to provide the information requested within the time period prescribed in a written request for information or the failure to provide information satisfactory to demonstrate the land is being utilized for a primary business use shall result in the land being removed by the city commission from the improved land category. The absence of primary business use activity for a period of sixty (60) consecutive days shall create a rebuttable presumption that a primary business use does not exist or has been abandoned. In such event, the lands and business shall be subject to the amortization requirements in this section.

~~(c) Request for inclusion of land in the improved land category. In the event an owner of land whose land and business is not included in the improved land category believes his or her land and business should be included in that category, said owner may produce to the appropriate city officials the same type of evidence described in paragraph (b) of this section in support of such claim, and upon an affirmative finding by the city official a recommendation shall be made to the city commission for inclusion of the land and business in the improved land category.~~

~~(d)~~ Removal of land/business from improved land category. The city commission reserves the right and authority to remove lands and businesses from the improved land category in the absence of a primary business use. The amortization requirements of section 2-88 of this article shall apply to any such land/business so removed.

(Ord. No. 2015-27, § 1, 6-23-2015)

Sec. 2-89. - Application, license and permit requirements for itinerant commercial activity.

Applications for a host license and individual vendor permit for itinerant commercial activity shall be reviewed by members of the city's site plan review committee, and upon a determination an application satisfies all conditions provided herein and any other conditions that may be deemed to be reasonably necessary, a license or permit shall be issued administratively by the site plan review committee:

Recognized special events.

- (1) All retail and service activities shall occur outside public rights-of-way.

Note: Underline is proposed text and ~~strikethrough~~ is proposed deleted text

- (2) A master vendor shall be responsible to ensure all individual itinerant vendors operating under the master vendor permit comply with these provisions.
- (3) A fully completed application for a master vendor permit shall include attachments containing the following information:
 - a. A single site plan 8.5 inches × 11 inches, drawn to scale must show all necessary elements and shall include the following, if applicable:
 1. Location of existing facilities/structures.
 2. Location of proposed temporary facilities/structures.
 3. Proposed traffic flow and provisions for ingress/egress.
 4. Measures for security/crowd control (i.e., arranged through Volusia County Sheriff's Office, Ormond Beach Police Department, or State Highway Patrol).
 5. Measures for the provision of medical care.
 6. Lighting.
 7. Solid waste disposal.
 8. Parking.
 9. Location of bands, music venues, dance venues, and motorcycle/car wash venues.
 10. Sanitation facilities.
 11. Vendor permits (i.e., vendor list with vendor names, goods and/or services to be provided).
 - b. If more than one (1) event is anticipated to occur throughout the year, a list of events with approximate event dates and anticipated participant level shall be provided for each event. A permit and/or inspection shall be determined based upon the information provided.
 - c. A list or schedule of events that are to occur at the location for the duration of the permit, including any host drinking contests or games, motorcycle/car washes (excluding those held by a church, school, or civic organizations). Contests involving disrobing or wet T-shirt contests, slaw/pudding/jello wrestling, bobbing or similar contests are prohibited.
 - d. Individual itinerant vendors will be required during special events to have an itinerant vendor permit to do business.
 - e. No person or business receiving a master vendor permit or individual vendor permit may engage in any of the following activities:
 1. Activities involving the operation of aircraft;
 2. Events involving the discharge of explosive devices in violation of state or federal law;
 3. Activities in which farm animals or wild animals are displayed or interact with the public;

Note: Underline is proposed text and ~~strikethrough~~ is proposed deleted text

4. Outdoor event involving the exhibition of moving, driver-occupied motorized vehicles such as stunt shows, dyno-drag or dyno unit; except that the Wall of Death and burn-out pit activities, only, are allowed; or
 5. Activities involving the discharge of any toxic or harmful substance.
- f. Portable side-by-side stationary racing dynamometers for bike drag race simulation are permitted.
 - g. The master vendor shall have the following set up times:
 1. Recognized special events: up to five (5) days prior to the official ~~start-up~~ startup of the event.
 2. All other events: twenty-four (24) hours.
 - h. All vendors setting up outside a permanent building, using a tent or other temporary structure shall have an inspection by the city's building division twenty-four (24) hours prior to operating.
 - i. A vendor may be allowed the use of one (1) portable outdoor sign in the form of a sandwich board or other similar design to be used for advertisement of daily specials, events or services of the vendor during the event. The sign may only be set out each day at the opening of business hours and shall be removed each day at the end of business hours. All signs shall require a sign permit. The sign shall not exceed sixteen (16) square feet in size and must be constructed of sufficient material to withstand adverse weather events. Any other form of sign including but not necessarily limited to human sign, human signage, or any sign held by, attached to, affixed to, or covering any person is prohibited.
 - j. Vendor activities and advertising must at all times be confined to the vendor space identified either in the master vendor permit or individual vendor license.
 - k. Individual vendors shall physically vacate the vending space after the event officially closes, as follows:
 1. Recognized special event - seventy-two (72) hours.
 2. All other events - twenty-four (24) hours.
 - l. Food vendors must operate in compliance with the requirements of the Division of Hotels and Restaurants of the Florida Department of Business and Professional Regulation. Food vendors must show proof that they meet all applicable health department regulations and hold all valid food service licenses required for their operations.
 - m. Zoning restrictions on tattoo services shall not apply during recognized events but must operate in compliance with the provisions set forth in F.S. § 877.04, as amended, and any other applicable state laws and city regulations.
 - n. Motorcycle/car wash events or activities that are not a primary business use are prohibited.
 - o. All forms of dance, music, or other live entertainment events or activities, as authorized by a license or vendor permit, must be a minimum of fifty feet (50') from
- Note: Underline is proposed text and ~~striketrough~~ is proposed deleted text

the nearest paved edge of the North U.S. Highway 1 (gateway) right-of-way, and must be completely screened from view from the gateway by an opaque cover or material approved by members of the site plan review committee. These distance and screening requirements are determined to be reasonable time, place, manner restrictions for the protection of the health, safety and welfare of the general public, particularly considering the mix of motorists traveling on the gateway and pedestrians and spectators traversing on or along the gateway.

- p. Dance poles are prohibited.
 - q. Dance stages and dance platforms shall not exceed a height of eighteen (18) inches from the ground; and shall only be available for use by customers, patrons or spectators. No other use shall be allowed for any purpose or by any other persons, specifically including any use by an employee, agent, independent contractor, or volunteer of any host land owner or vendor.
 - r. Must be open to and accessible by members of the general public; and must not discriminate against race, color, gender, religion, creed, nation origin, sex, age, or sexual orientation, or handicap.
 - s. No land, property, business, or structure shall be used for any unlawful purpose, or purpose inconsistent with the Land Development Code or Code of Ordinances of the City of Ormond Beach; and shall not be used by an organized or criminal gang, or for the assembly of organized or criminal gang members, or for the assembly of associates of organized or criminal gang members.
- (4) Outdoor entertainment activity (OEA). In addition to applicable provisions for special event activities, the following items shall be required for the approval of an OEA permit:
- a. The permit shall be administratively reviewed and approved in accordance with the city's regulations.
 - b. The permit shall be for an individual outdoor activity only.
 - c. A drawing to scale depicting the placement of structures, tents, lighting and sound plans, and provisions for vehicular parking and access.
 - d. Department of health approval for food vendors if applicable.
 - e. Provisions for adequate security and traffic control approval from the Ormond Beach Police Department.
 - f. Provisions for emergency services and fire.
 - g. Written notarized authorization for unlimited and unconditional twenty-four-hour access to the site for city inspectors.
 - h. Compliance with local and state laws and regulations regarding food and beverage concession operations.
 - i. Vendors must possess a valid business tax receipt or registration.
 - j. OEA involving less than five hundred (500) participants and located on site with the sponsoring business use shall be considered accessory to that business use and may be included in the list of activities for an annual master vendor permit.

Note: Underline is proposed text and ~~strikethrough~~ is proposed deleted text

- k. Zoning restrictions on tattoo services shall not apply during recognized events but must operate in compliance with the provisions set forth in F.S. § 877.04, as amended, and any other applicable state laws and city regulations.
- l. Motorcycle/car wash events or activities that are not a primary business use are prohibited.
- m. All forms of dance, music, or other live entertainment events or activities, as permitted by a license or permit, must be a minimum of fifty feet (50') from the nearest paved edge of the North U.S. Highway 1 (gateway) right-of-way, and must be completely screened from view from the gateway by an opaque cover or material approved by members of the site plan review committee. These distance and screening requirements are determined to be reasonable time, place, manner restrictions for the protection of the health, safety and welfare of the general public, particularly considering the mix of motorists traveling on the gateway and pedestrians and spectators traversing on or along the gateway.
- n. Dance poles are prohibited.
- o. Dance stages and dance platforms shall not exceed a height of eighteen inches (18") from the ground; and shall only be available for use by customers, patrons or spectators. No other use shall be allowed for any purpose or by any other persons, specifically including any use by an employee, agent, independent contractor, or volunteer of any host land owner or vendor.
- p. Must be open to and accessible by members of the general public; and must not discriminate against race, gender, religion, creed, nationality, or sexual orientation.
- q. Land and/or business shall not be used for any unlawful purpose, or purpose inconsistent with the Land Development Code or Code of Ordinances of the City of Ormond Beach; and shall not be used by an organized or criminal gang, or for the assembly of organized or criminal gang members, or for the assembly of associates of organized or criminal gang members.

(Ord. No. 2015-27, § 1, 6-23-2015)

Sec. 2-90. - Temporary campsites prohibited.

- (a) Temporary campsites on all land within the North U.S. Highway 1 MSA/JPA are prohibited as of August 28, 2019. The land at 1725 North U.S. Highway 1 (Parcel No. 3126-00-00-0080) is vacant or unimproved land and is in the vacant or unimproved land category. On December 20, 2012, Volusia County issued a special exception (Case # S-12-041) for a three year period that will expire on December 20, 2015, authorizing the operation of temporary campsites three (3) days before, during, and three (3) days after recognized special events, subject to certain conditions.
- (b) ~~Temporary campsites may be authorized at 1725 North U.S. Highway 1 (Parcel # 3126-00-00-0080) during recognized special events, subject to filing an application that must be reviewed and approved by members of the site plan review committee. Upon satisfying~~

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~~the conditions described herein, and any other condition that is reasonably required by the SPRC members, a license or permit shall be issued subject to the following conditions:~~

- ~~(1) The license or permit shall be valid only for a one-year period, beginning on October 1 of a given year and expiring on September 30 the following year.~~
- ~~(2) Temporary campsites shall only be allowed three (3) days before, during, and three (3) days after a recognized special event.~~
- ~~(3) Temporary campsites shall not exceed one hundred (100) in number and shall be limited to the areas depicted on a site plan to be approved by the SPRC members.~~
- ~~(4) The size of individual campsites, number of portable toilets, hand wash sinks, and portable water and shower facilities shall comply with Volusia County Health Department requirements.~~
- ~~(5) Public safety, building inspection, and public health personnel shall have complete and unlimited access to the premises at all times.~~
- ~~(6) The land owner shall be responsible for ensuring the provision of fire protection services.~~
- ~~(7) Recreational vehicles with self-contained holding tanks for wastewater shall secure all sewer waste line caps to prevent leakage; and signs must be posted prohibiting the discharge of wastewater.~~
- ~~(8) Adequate traffic control must be provided, including the provision of one (1) or more uniformed law enforcement officers.~~
- ~~(9) An adequate number of solid waste containers must be provided, and emptied and cleaned on a regular as-needed basis. The premises shall be kept completely clear of litter and waste material.~~
- ~~(10) Special event contests are prohibited.~~
- ~~(11) Compliance with all applicable city, county, state and federal laws and regulations is required at all times.~~
- ~~(12) Must be open to and accessible by members of the general public; and must not discriminate against race, gender, religion, creed, nationality, or sexual orientation.~~
- ~~(13) Land and/or business shall not be used for any unlawful purpose, or purpose inconsistent with the Land Development Code or Code of Ordinances of the City of Ormond Beach; and shall not be used by an organized or criminal gang, or for the assembly of organized or criminal gang members, or for the assembly of associates of organized or criminal gang members.~~
- ~~(14) Any other condition that is reasonably required by the SPRC members.~~
- ~~(15) Any use or activity that is not specifically authorized by the license or permit shall be prohibited.~~
- ~~(16) A violation of any of the prescribed conditions or a violation of any other applicable city, state or federal law may result in the immediate revocation of the license or permit.~~

Note: Underline is proposed text and ~~strikethrough~~ is proposed deleted text

~~(e) The amortization requirements provided in section 2-88 of this article shall apply to the land at 1725 North U.S. Highway 1 (Parcel # 3126-00-00-0080).~~

(Ord. No. 2015-27, § 1, 6-23-2015)

Sec. 2-91. - Reservation of power.

- (a) The policy of the city commission is to encourage owners of land and businesses in the MSA adjacent to and near the gateway to eliminate blight, and to revitalize and develop land for primary business use purposes, especially including vacant or unimproved land; and to discourage the use of blighted, vacant or unimproved land primarily or solely for itinerant merchant activities or uses, or temporary campsites, during recognized special events.
- (b) In furtherance of the policies expressed in these regulations, the city commission reserves the complete and absolute right and power to add land to the improved land category, land that is in the vacant or unimproved land category in the event such land is redeveloped or developed in accordance with the city's gateway standards and other applicable development requirements.
- (c) The city commission further reserves the complete and absolute right and power to remove land from the improved land category upon a determination by the city commission that the land is not being used for a primary business use purpose.

(Ord. No. 2015-27, § 1, 6-23-2015)

Sec. 2-92. - Enforcement.

- (a) Any violation of the requirements or provisions in this article may be enforced through the special magistrate code enforcement system as provided in chapter 2, article VII of the Code of Ordinances, or any other legal or equitable action or proceeding as provided by law. No enforcement remedy shall be the exclusive remedy, and any remedy may be exercised separately from or concurrent with any other remedy, including the revocation of any license or permit.
- (b) Organized or criminal gang, organized or criminal gang member, and organized or criminal gang associate, including the assembly thereof, is prohibited on all land, property, building, structure, business, object, device, motorcycle or vehicle throughout the incorporated boundaries of the city and the MSA. The prohibitions provided in this article shall be broadly construed, administered, and enforced in favor of the city, and may be enforced in accordance with article X, chapter 14 of the Code of Ordinances.

(Ord. No. 2015-27, § 1, 6-23-2015)

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M I N U T E S
ORMOND BEACH PLANNING BOARD
Regular Meeting

December 10, 2020

7:00 PM

City Commission Chambers

22 South Beach Street

Ormond Beach, FL 32174

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE PLANNING BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC MEETING, THAT PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, SAID 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

Members Present

Harold Briley, Vice Chair
 G.G. Galloway
 Al Jorczak
 Mike Scudiero
 Angeline Shull
 Lori Tolland
 Doug Thomas, Chair

Staff Present

Steven Spraker, Planning Director
 Becky Weedon, Senior Planner
 Noel Eaton, Senior Planner
 Randy Hayes, City Attorney
 Marcella Miller, Recording Technician

II. INVOCATION

Mr. Jorczak led the invocation.

III. PLEDGE OF ALLEGIANCE

IV. SUMMARY OF PUBLIC COMMENT PROCEDURES

Chairman Thomas explained the social distancing procedures as outlined on the agenda.

Ms. Shull applauded Ms. Huntley for being a young business woman in the area and for knowing what she is doing. She expressed her concern with the number of '20' horses with only 12 stalls. Ms. Shull commented that the boarders will want stalls and suspects the future business plan will push them to add some.

Ms. Tolland concurred with Ms. Shull and added that she loves the fact that the farm considers taking in rescue horses, but disagrees with the birthday party limit of 15 participants, adding to the number should be reconsidered to allow more.

Mr. Jorczak stated that his granddaughter is an equestrian and is being trained by an Olympic coach in California and commented that he would like it if the business got to a point where it worked on jumping and his granddaughter can visit and bond with the horses there. Mr. Jorczak expressed that he likes the diversity and how the land is being used in a little bit different capacity. He concluded that he agrees with the idea of adding additional stalls when the future allows and is in favor.

Mr. Galloway expounded on his experience horseback riding growing up and how a ten-acre farm or ranch can be poorly managed. He has seen smaller farms and ranches at three (3) and five (5) acres be managed perfectly. He emphasized that this young family in the city is bringing something to the city that can be a lost art in the future and is in support. Mr. Galloway concluded that he met Mr. Huntley and learned that he is a Civil Graduate and knows that it will be a clean property, and that it should not be the amount and size that matters as much as it is the way that it is managed.

Mr. Briley motioned to approve SE2021-005: 2415 Durrance Lane riding stable, Special Exception. Ms. Shull seconded it. Vote was called, and the motion was approved (7-0).

B. LDC 2020-083: Article VII – North U.S. Highway 1 Interlocal Planning and Municipal Service Area, Land Development Code Amendment

Ms. Becky Weedo, Senior Planner, explained LDC 2020-083 and how it is basically a housekeeping amendment to update Sections 2-84 through 2-92 of the Land Development Code (LDC). Originally on August 19, 2014, the City Commission authorized the execution of the North US1 Interlocal Boundary Agreement (ISBA). On June 23, 2015, the City Commission acknowledged the completion of the land use and zoning actions and established Ormond Beach as the jurisdictional authority over the North US1 Corridor. Ms. Weedo added that the LDC was amended to include Itinerant Merchant Regulations and established an amortization schedule for temporary campsites and itinerant merchant activities on vacant and unimproved lands during Recognized Special Events. August 28, 2019 was the expiration date for temporary campsites and activity. Ms. Weedo stated that now that the amortization has expired the LDC needs to be amended. The proposed amendments were reviewed by the City Attorney's Office and updated appropriately. Ms. Weedo continued that the main changes are in Section 2-86, definitions pertaining to temporary campsites, Section 2-87 updates to high impact uses on land, Section 2-88 regarding the amortization schedule for vacant and unimproved land, and Section 2-90 temporary campsites, which are now prohibited.

Staff recommends that the Planning Board recommend approval to the City Commission to amend Chapter 2, Sections 2-84 through 2-92 to update the itinerant

regulations for recognized special events. The tentative dates that the amendment is expected to go before the City Commission are January 19, 2021 for first reading and February 2, 2021 for second reading.

Ms. Shull asked if it includes camping of vendors with RVs during working events. Ms. Weedo replied that it does not and that there was a temporary campground north of Destination Daytona that had vacant land and provided camping opportunities but is now no longer allowed. There were also properties that did special event activities that did not have an established principal business there so that too is no longer allowed. Vendors can still come in during special events and set up and can camp onsite where appropriate, depending on the particular property. Attorney Hayes mentioned Harris Village & RV Park and another RV Park on the eastside of U.S. Highway 1 that has occupational licenses for permanent businesses on the property where they also have 30- and 50-amp hookups for recreational vehicles. There was discussion on camping on other properties where itinerant vendor activities occur such as a bar where camping should not be permitted. If that transpires then Code Enforcement would get involved. Attorney Hayes added that when the regulations were formed years ago was when the County was allowing a number of uses. Itinerant uses are temporary where there is no vested right or entitlement by law. Those properties the County issued permits, and occupational licenses year-round for on a permanent basis were identified and grandfathered in. Attorney Hayes continued that the City wanted to create an incentive for the unimproved properties of special event activities to develop a permanent business on their property. A five-year amortization period was created so that if a property owner established a permanent business, such as Broken Spoke, they could be included on the grandfathered list. If a property owner that has vacant property wants to develop as a permanent business, they can still come to the City and ask for a Special Exception to do itinerant merchant activities during special events and would come through this process.

Mr. Scudiero made a motion to approve LDC 2020-083: Article VII – North U.S. Highway 1 Interlocal Planning and Municipal Service Area, Land Development Code Amendment. Ms. Tolland seconded the motion. Vote was called, and the motion was approved (7-0).

C. LUPA 2021-009: Portion of 2341 West Granada Boulevard, Land Use Amendment

Ms. Noel Eaton, Senior Planner, stated that LUPA 2021-009 is an administrative request for a small-scale comprehensive land use map amendment for a 0.32± acre area of land from the existing future land use designation of Volusia County “Rural” (R) to Ormond Beach “General Commercial” (GC) for a portion of the property at 2341 West Granada Boulevard. The amendment does not provide any specific development approval but instead a framework of uses, density and intensity. Ms. Eaton continued that City staff met with the property owner who recently inherited the property and is reviewing zoning options. The subject property is partially located in unincorporated Volusia County and partially within the City of Ormond Beach.

The eastern 125 feet of the property was annexed into the City in 1962 for a utility service corridor among other properties and the subject area was never given a city land use designation. Ms. Eaton added that the remaining western portion of the



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Steven Spraker, Planning Director

Date: February 2, 2021

Subject: 2341 West Granada Boulevard (portion), Land Use Amendment

Commission Goal: Community Development - Other

Introduction

This is an administrative request for a Small-Scale Comprehensive Plan Land Use Map amendment for a 0.32+ acre land area from the existing future land use designation of Volusia County "Rural" (R) to Ormond Beach "General Commercial" (GC), for a portion of the property at 2341 West Granada Boulevard. The amendment does not provide any specific development approval, but instead a framework of uses, density, and intensity.

Background

City staff met with the property owner of the property at 2341 West Granada Boulevard. The property owner has inherited the property and is reviewing the zoning options for the property. The subject property is partially located in unincorporated Volusia County and partially within the City of Ormond Beach. The eastern 125 feet of the property located at 2341 West Granada Boulevard was annexed into the City of Ormond Beach in 1962 for a utility service corridor among other properties. The subject area was never given a city land use designation. The remaining western portion of the property was developed in unincorporated Volusia County as a 1996 BPUD (Volusia County Resolution 96-165) for a telecommunications facility, including a 250-foot antenna structure and a 419 square foot building.

Discussion

The portion of the subject parcel within Ormond Beach is currently vacant. The property currently has a land use of Volusia County Rural (R) and is zoned Volusia County A-2 (Rural Agriculture). Since the subject property has been annexed into the City of Ormond Beach, it is required to have a land use and compatible zoning assigned. Until a City land use designation and zoning classification are adopted, the property maintains its County land use and zoning classifications. Due to the small parcel size, greenbelt buffer, stormwater, landscaping, and parking, staff believes that there are

limited development options.

Staff initially looked to assign the “Low Intensity Commercial” land use. After research, it was discovered that the “Low Intensity Commercial” land use was not compatible to the desired B-2 (Neighborhood Commercial) zoning classification within the Land Development Code. The goal of the assignment of land use and zoning was to provide the B-2 (Neighborhood Commercial) zoning designation. The B-2 zoning district does not allow residential uses or intensive commercial uses and allows neighborhood commercial uses. In order to assign the B-2 (Neighborhood Commercial) zoning designation, the property must be assigned the “General Commercial” land use designation. Table 2-2, Future Land Use Map Designations and Compatible Zoning Districts, of the Land Development Code provides a compatibility matrix and only the “General Commercial” land use is compatible to the B-2 zoning designation.

Budget Impact

There is not a budget impact as the result of the small-scale land use map amendment.

Citizen Impact

There is not a citizen impact as the result of the small-scale land use map amendment. The amendment seeks to provide a city land use for the portion of the parcel in Ormond Beach.

Recommendation

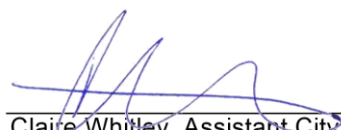
It is recommended that the City Commission **APPROVE** the Future Land Use map amendment for 0.32± acres from the existing land use designation of Volusia County “Rural” to Ormond Beach “General Commercial” for a portion of the property located at 2341 West Granada Boulevard and within the Ormond Beach city limits.

Attachments:

- 21-05 Land Use Map Amendment (P20-0241G) (PDF)
- Exhibit A, Sketch and Legal (PDF)
- Exhibit B, land use map (PDF)
- 12.10.2020-2341 West Granada Boulevard, land use map amendment PB Staff Report (PDF)
- DRAFT Planning Board minutes, 22341 West Granada Boulevard (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 1/6/2021



Claire Whitley, Assistant City Manager 1/12/2021

APPROVED BY:



Joyce A. Shanahan, City Manager 1/13/2021

ORDINANCE NO. 2021-05

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ORMOND BEACH BY AMENDING THE FUTURE LAND USE MAP TO CHANGE THE DESIGNATION OF A PORTION OF ONE (1) PARCEL OF REAL PROPERTY TOTALING 0.32± ACRES LOCATED AT 2341 WEST GRANADA BOULEVARD, VOLUSIA COUNTY PROPERTY APPRAISER PARCEL NUMBER 4127-00-00-0024 FROM VOLUSIA COUNTY “RURAL” (R) TO ORMOND BEACH “GENERAL COMMERCIAL” (GC); PROVIDING FOR CONFLICT; AUTHORIZING TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission has heretofore by Ordinance No. 90-36, as subsequently amended, duly adopted a *Comprehensive Plan* in compliance with the provisions of Part II, Chapter 163, *Florida Statutes*, and

WHEREAS, City staff has requested that a *Comprehensive Plan’s* Future Land Use Map designation of a portion of one (1) parcel of real property totaling 0.32± acres located at 2341 West Granada Boulevard (Volusia County parcel number: 4127-00-00-0024), which parcel is legally described and depicted in Exhibit “A” which Exhibit is attached hereto and incorporated herein by reference, be changed from Volusia County “Rural” (R) to Ormond Beach “General Commercial” (GC) as depicted on Exhibit “B” attached hereto and incorporated herein by reference (the “Amendment”), and

WHEREAS, the requested *Comprehensive Plan* amendment involves a use of ten (10) acres or less, and

WHEREAS, the requested *Comprehensive Plan* amendment does not involve a text change to the goals, policies, and objectives of the City's *Comprehensive Plan*, but only proposes a land use change to the Future Land Use Map for small scale development activity, and

WHEREAS, the requested *Comprehensive Plan* amendment is not located within an area of critical state concern, and

WHEREAS, the local planning agency, being the Planning Board, duly held a public hearing, with due public notice, on the requested *Comprehensive Plan* amendment, and has recommended approval thereof, and

WHEREAS, the City Commission has duly conducted a public hearing on the requested *Comprehensive Plan* amendment, as described in §163.3184(11), *Florida Statutes*, and

WHEREAS, the City Commission finds that approval of the requested *Comprehensive Plan* amendment will preserve the internal consistency of the City's *Comprehensive Plan* pursuant to §163.3177, *Florida Statutes*, and

WHEREAS, the proposed amendment to the City of Ormond Beach *Comprehensive Plan* shall be submitted to the Volusia Growth Management Commission for a determination of consistency in accordance with Section 202.3 of the Charter of Volusia County, Florida, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein by reference as the legislative findings of the Ormond Beach City Commission.

SECTION TWO. The Future Land Use designation of a portion of one (1) parcel of real property totaling 0.32± acres at 2341 West Granada Boulevard (Volusia County parcel number: 4127-00-00-0024), which parcel is legally described and depicted in Exhibit “A” and the Future Land Use Map of the City of Ormond Beach *Comprehensive Plan* attached as Exhibit “B” is hereby changed from Volusia County “Rural” (R) to Ormond Beach “General Commercial” (GC), as described and depicted in said Exhibits.

SECTION THREE. The Planning Director is hereby authorized and directed to transmit copies of the notice and of this adopted *Comprehensive Plan* amendment to the Volusia County Growth Management Commission in accordance with Section 202.3 of the Charter of Volusia County, Florida; and to the Florida Department of Economic Opportunity, within ten (10) working days of the adoption of this Ordinance, and shall also transmit copies to any other person or entity requesting a copy.

SECTION FOUR. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION FIVE. Pursuant to §163.3187(5)(c), *Florida Statutes*, the effective date of this *Comprehensive Plan* amendment shall be 31 days after the adoption of this ordinance (March 5, 2021); provided, however, that if challenged within 30 days after adoption (March 4, 2021), this *Comprehensive Plan* amendment shall not become effective until the Department of Economic Opportunity or the Administration Commission, if applicable, issues a final order determining that the adopted small scale development amendment is in compliance with the Local Government Comprehensive Planning and Land Development Regulation Act; and pursuant to

Section 202.3 of the Charter of Volusia County, Florida will become final upon a certification of consistency from the Volusia Growth Management Commission.

PASSED UPON at the first reading of the City Commission, this 19th day of January, 2021.

PASSED UPON at the second and final reading of the City Commission, this 2nd day of February, 2021.

BILL PARTINGTON
Mayor

ATTEST:

COLBY CILENTO
City Clerk

EXHIBIT "A"**Page 1 of 2**

A PORTION OF LAND LYING IN SECTION 27, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF SECTION 27, RUN N01°30'21"W ALONG THE EAST LINE OF SAID SECTION 27 A DISTANCE OF 1200.53 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF FLORIDA STATE ROAD 40, (A 200 FOOT RIGHT-OF-WAY AS SHOWN ON THE STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION 79100-2503, PAGE 13 of 18, DATED OCTOBER 19,1960 SAID POINT ALSO KNOW AS THE POINT OF BEGINNING; THENCE N82°36'49"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 126.52 FEET; THENCE DEPARTING SAID NORTH LINE RUN N01°30'21"W A DISTANCE OF 101.77 FEET; THENCE N88°06'42"E A DISTANCE OF 125.00 FEET; THENCE S01°30'21"E A DISTANCE OF 122.16 FEET TO THE POINT OF BEGINNING.

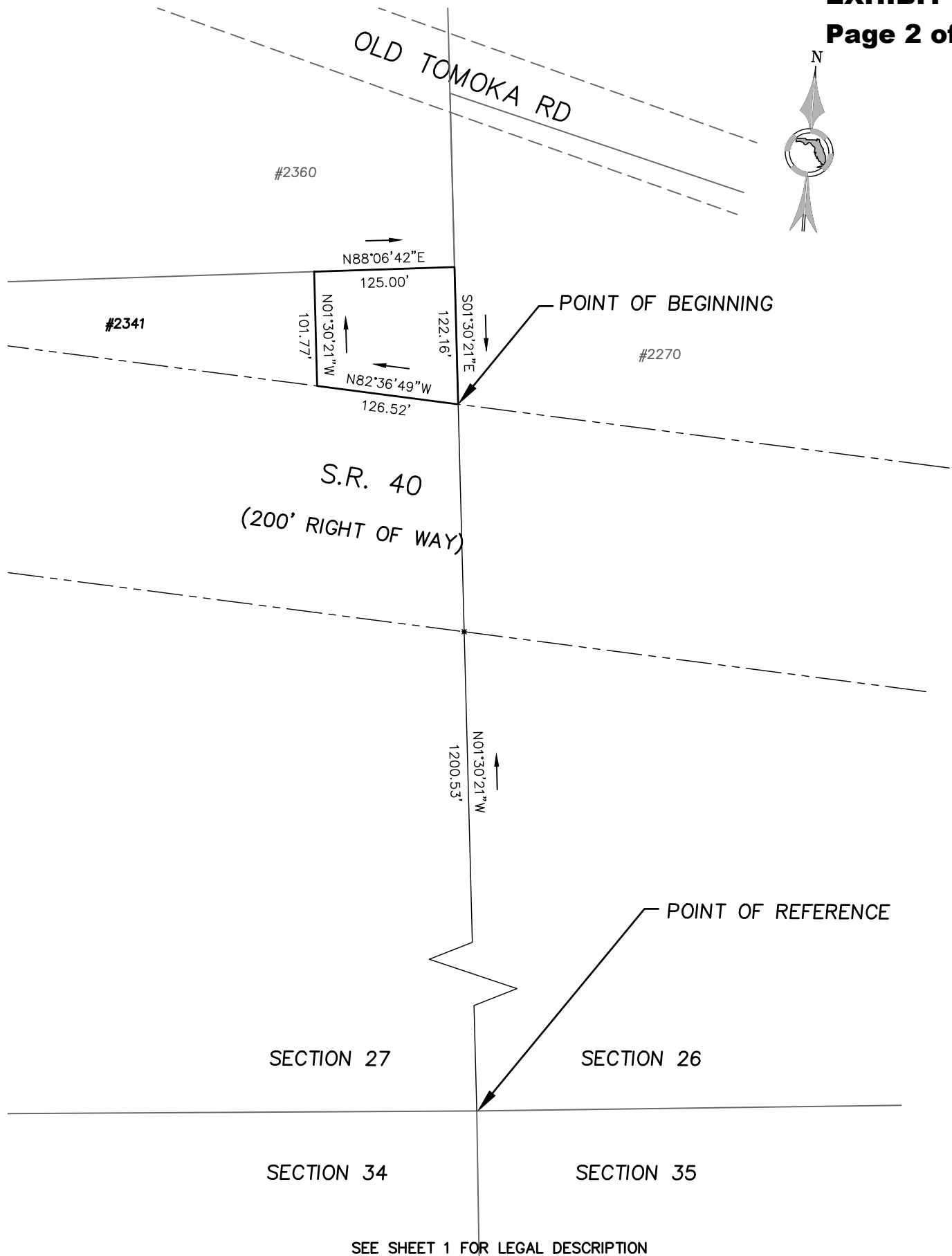
CONTAINING 13,995 SQUARE FEET OR 0.32 ACRES MORE OR LESS.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION

City of Ormond Beach
Engineering Division

DATE: 11/12/20	PROJECT NO.:
SCALE: N.T.S.'	FILE NAME: 2341WGRAN
SHEET: 1 OF 2	DRAWN BY: CO

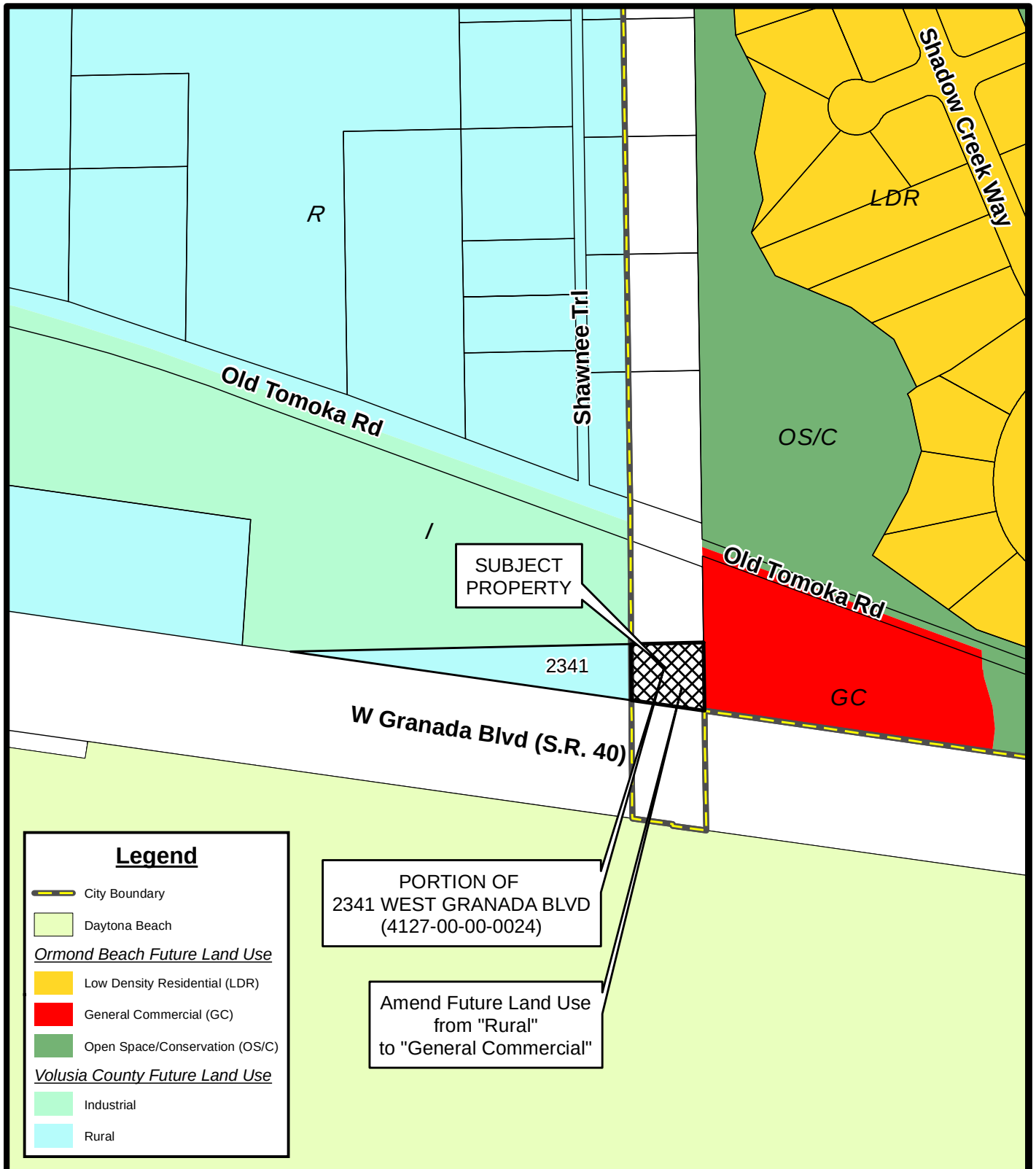
Packet Pg. 1451

EXHIBIT "A"**Page 2 of 2**

City of Ormond Beach
Engineering Division

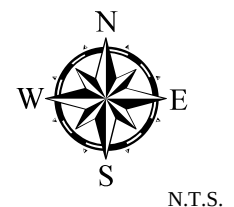
DATE: 11/12/20	PROJECT NO.:
SCALE: N.T.S.'	FILE NAME: 2341WGRAN
SHEET: 2 OF 2	DRAWN:

Packet Pg. 1452



**FUTURE LAND USE MAP
PORTION OF 2341 WEST GRANADA BLVD
(4127-00-00-0024)**

Prepared By: The City of Ormond Beach
G.I.S. Department - November 19, 2020



STAFF REPORT

City of Ormond Beach Department of Planning

DATE: November 30, 2020

SUBJECT: Portion of 2341 West Granada Boulevard, Small Scale
Future Land Use Map Amendment

APPLICANT: Administrative

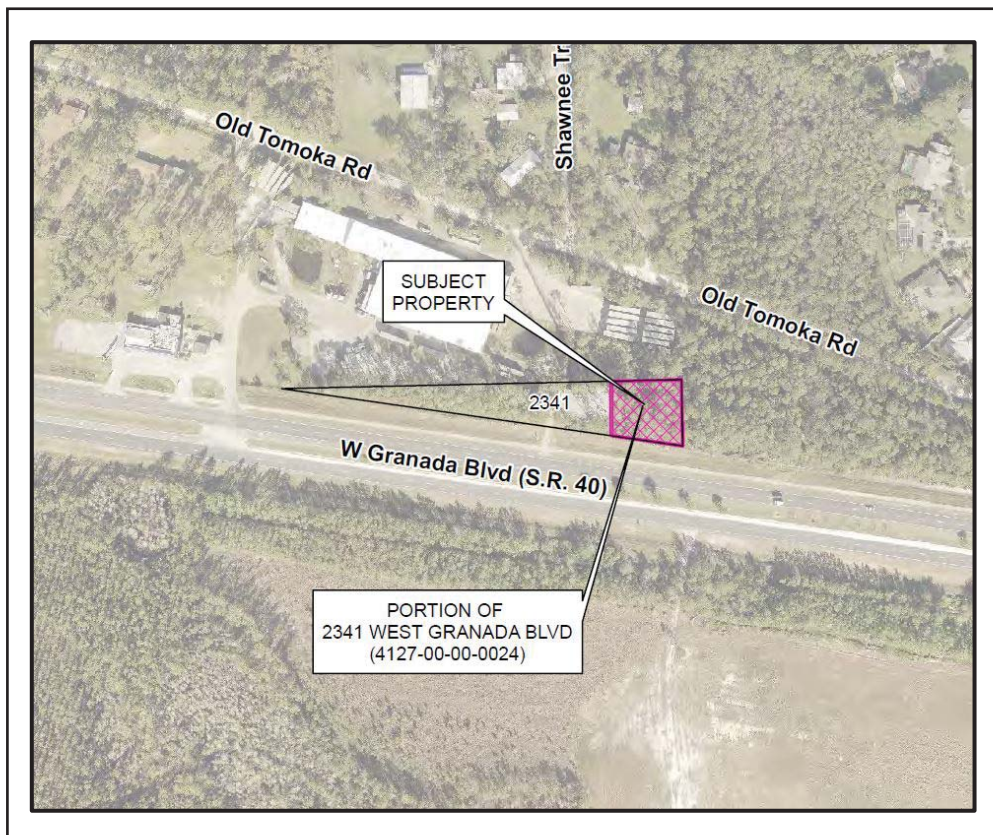
NUMBER: LUPA 2021-09

PROJECT PLANNER: Noel Eaton, Senior Planner
Steven Spraker, AICP, Planning Director

INTRODUCTION:

This is an administrative request for a Small-Scale Comprehensive Plan Land Use Map amendment for a 0.32+ acre land area from the existing future land use designation of Volusia County "Rural" (R) to Ormond Beach "General Commercial" (GC) for a portion of the property at 2341 West Granada Boulevard. The amendment does not provide any specific development approval, but instead a framework of uses, density, and intensity. The subject property is shown below in Exhibit 1:

EXHIBIT 1: Location of 2341 West Granada Boulevard:



BACKGROUND:

City staff met with the property owner of the property at 2341 West Granada Boulevard recently who has inherited the property and is reviewing the zoning options for the property. The subject property is partially located in unincorporated Volusia County and partially within the City of Ormond Beach. The eastern 125 feet of the property located at 2341 West Granada Boulevard was annexed into the City of Ormond Beach in 1962 for a utility service corridor among other properties. The subject area was never given a city land use designation. The remaining western portion of the property was developed in unincorporated Volusia County as a 1996 BPUD (Volusia County Resolution 96-165) for a telecommunications facility, including a 250-foot antenna structure and a 419 square foot building.

The portion of the subject parcel within Ormond Beach is currently vacant. The property currently has a land use of Volusia County Rural (R) and is zoned Volusia County A-2 (Rural Agriculture). Since the subject property has been annexed into the City of Ormond Beach, it is required to have a land use and compatible zoning assigned. Until a City land use designation and zoning classification are adopted, the property maintains its County land use and zoning classifications. Due to the small parcel size, greenbelt buffer, stormwater, landscaping and parking, staff believes that there are limited development options.

The proposed land use amendment schedule of the subject property is as follows:

EXHIBIT 2: Land use amendment schedule:

Action/Board	Date
Planning Board	December 10, 2020
City Commission 1 st Reading	January 19, 2021
City Commission 2 nd Reading	February 2, 2021
Transmit to Volusia County Growth Management Commission and adjoining jurisdictions	February 9, 2021
Transmit Courtesy Copy to Florida Department of Economic Opportunity (DEO)	February 9, 2021

ANALYSIS:

The proposed land use amendment is an administrative change that seeks to change the land use designation of the subject property from unincorporated Volusia County “Rural” to the City of Ormond Beach “General Commercial” on the future land use map, see Attachment 1.

The existing Volusia County land use of “Rural” states the following:

Rural (R) - This designation consists of areas which are a mixture of agriculture and low density residential development. Rural areas provide two functions, the first being a transitional use between the agricultural and urban uses and the second would be a rural community which serves as the economic focal point of a small region. Rural areas should be developed in a manner consistent with the retention of agriculture and the protection of environmentally sensitive areas. Strict limitation of development in rural areas contributes to the efficient growth and operation of public services and facilities, thus ensuring the most effective use of public resources. The natural features and constraints will be the primary determinants in deciding whether or not an area is suitable for rural type development.

Lands designated as rural shall be developed at a density of one (1) dwelling unit per five (5) acres.

This density allowance may be increased under specific conditions as follows: (a) The subject parcel is within six-hundred-and-sixty feet (660') of an existing subdivision with a density less than one (1) dwelling unit per five (5) acres. In this case the Rural land may be developed at a similar density not to exceed one (1) dwelling unit per one (1) acre and with lot sizes similar and compatible with said qualifying subdivision. (b) The subject parcel is adjacent to an urban land use. In this case the Rural land may develop at a similar density not to exceed one (1) dwelling unit per one (1) acre, or intensity not to exceed a maximum Floor Area Ratio of twenty-five percent (0.25 FAR). (c) In addition to the above conditions, the appropriateness of allowing densities less than one (1) dwelling unit per five (5) acres will also be subject to the following: i. Compatibility of the proposed development in the context of existing uses, including the proximity of agricultural uses; ii. Public facility capacity in the area, including the availability of paved public roads; iii. Suitability for wells and septic tank usage (i.e. existence of hydric soils); Chapter 1 Page 11 of 168 September 1, 2020 (through CPA 20-002) iv. The natural features of the subject parcel such as soils, vegetation, wildlife habitat and flood plain; and, v. If applicable, consistency with Local Plans associated with this Element.

The proposed land use of “General Commercial” states the following:

Purpose: A multi-use land use category to provide for the sales of retail goods and services, high density multi-family, professional offices and services, and restaurants, depending on the range of population to be served and the availability

of transit. For projects that propose a mixture of residential and non-residential uses, the minimum FAR should be 0.2.

Density: Maximum: 32 units per acre.

Maximum FAR: 0.7

Policy 2.5.2. of the Future Land Use Element of the Comprehensive Plan provides the criteria listed below to review land use amendments:

1. Whether the future land use amendment is consistent with the Comprehensive Plan Goals, Objectives and Policies.

The proposed FLU amendment is consistent with the Goals, Objectives, and Policies of the Comprehensive Plan, including but not limited to:

Goal 1 of the Future Land Use Element currently states,

FUTURE DEVELOPMENT AND REDEVELOPMENT ACTIVITIES SHOULD BE DIRECTED IN APPROPRIATE AREAS AS DEPICTED ON THE FUTURE LAND USE MAP TO MEET THE LAND USE NEEDS OF THE ANTICIPATED POPULATION, IN A MANNER CONSISTENT WITH SOUND PLANNING PRINCIPLES, THE GOALS, OBJECTIVES AND POLICIES CONTAINED HEREIN, AND THE DESIRED COMMUNITY CHARACTER.

THE FUTURE LAND USE ELEMENT SHOULD ALLOW LIMITED COMMERCIAL EXPANSION, PROMOTE INDUSTRIAL USE, AND MAINTAIN CURRENT RESIDENTIAL DENSITIES IN THE CORE AREA WHILE ESTABLISHING LOWER DENSITIES IN THE PERIMETER AREAS, FOCUSING REDEVELOPMENT IN THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA, US1, AND SR A1A, AND PROVIDING OR A CONTINUED HIGH LEVEL OF OPEN SPACE. FUTURE GROWTH SHALL BE TIMED AND LOCATED TO MAXIMIZE EXISTING PUBLIC INFRASTRUCTURE.

Objective 1.2 Future Land Use Element	Ensure that adequate amounts of land are available to meet the commercial land use needs of the community.
POLICY 1.2.6. Future Land Use Element	New commercial development shall be required to provide appropriate buffers and landscaping to minimize negative impacts on surrounding uses.
POLICY 2.1.14. Future Land Use Element	The City shall maintain citywide architectural standards for the new development and redevelopment of existing buildings.

POLICY 5.1.1. Future Land Use Element	Properties that are annexed into the City of Ormond Beach shall be assigned a similar land use that existed in Volusia County. Property owners may apply for new intensive land uses, but shall be required to provide the data and analysis to justify the increase in density and/or intensity.
---	---

Staff initially looked to assign the “Low Intensity Commercial” land use. After research, it was discovered that the “Low Intensity Commercial” land use was not compatible to the desired B-2 (Neighborhood Commercial) zoning classification. Due to the small nature of the property and constraints within the Land Development Code, such as a greenbelt buffer, landscape buffers, parking requirements, and stormwater, staff believes the development potential is low. It is important to note that the land use amendment does not approve a specific development, but instead, the framework for future site development applications. The property could be combined with abutting properties to make a larger development area. Any future land development application would need to be reviewed by the city Site Plan Review Committee.

Planning staff concludes that the amendment is consistent with the Goals, Objectives, and Policies of the Comprehensive Plan.

2. Whether the proposed plan amendment meets the criteria established in the Florida Statutes:

In accordance with Chapter 163.3187(1), Florida Statutes, any local government Comprehensive Plan amendments directly related to proposed small-scale development activities may be approved without regard to statutory limits on the frequency of consideration of amendments to the local Comprehensive Plan. A small-scale development amendment may be adopted only under the following conditions:

a. The proposed amendment involves a use of 10 acres or fewer.

The subject property is 0.32± acres (less than 10 acres).

b. The proposed amendment does not involve a text change to the goals, policies, and objectives of the local government’s Comprehensive Plan, but only proposes a land use change to the future land use map for a site-specific small-scale development activity. However, text changes that relate directly to, and are adopted simultaneously with, the small-scale future land use map amendment shall be permissible under this section.

The proposed amendment is solely to the Future Land Use Map and does not propose any text amendments to the City’s Comprehensive Plan.

c. The property that is the subject of the proposed amendment is not located within an area of critical state concern, unless the project subject to the proposed amendment involves the construction of affordable housing units meeting the criteria of s. 420.0004(3), and is located within an area of critical state concern designated by s. 380.0552 or by the Administration Commission pursuant to s. 380.05(1).

This criterion is not applicable as the site location is not located within an area of state critical concern.

3: Whether the land use is an appropriate use of the land.

The adjacent land use designations and zoning classifications are shown in Exhibit 3 below:

EXHIBIT 3: Land use and zoning designations:

Land Use and Zoning Designations of Adjacent Property			
	Current Land Uses	Future Land Use Designation	Zoning Classifications
North	Industrial	Volusia County "Industrial"	Volusia County Industrial Planned Unit Development (IPUD)
South	Vacant Avalon Park	Daytona Beach "Low Intensity Urban"	Daytona Beach "Planned Development" (PD)
East	Vacant	Ormond Beach "General Commercial"	Ormond Beach Neighborhood Commercial (B-2)
West	Communication Tower	Volusia County "Rural"	Volusia County "BPUD"

The subject property is located along West Granada Boulevard (S.R. 40) and abuts commercial and industrial land uses. Based upon the development pattern along West Granada Boulevard, "General Commercial" is an appropriate land use designation. The goal of the assignment of land use and zoning was to provide the B-2 (Neighborhood Commercial) zoning designation. The B-2 zoning district **does not** allow residential uses or intensive commercial uses and allows neighborhood commercial uses. In order to assign the B-2 (Neighborhood Commercial) zoning designation, the property must be assigned the "General Commercial" land use designation. Table 2-2, Future Land Use Map Designations and Compatible Zoning Districts, of the Land Development Code provides a compatibility matrix and only the "General Commercial" land use is compatible to the B-2 zoning designation.

4. Whether there is adequate infrastructure to serve the proposed land use.

The analysis of infrastructure needs for a comprehensive plan amendment is different from a concurrency review for a site plan. Impact analysis examines the maximum expected impacts of the current designation versus the requested designation based on a preliminary development scenario. This analysis is not meant to replace or contradict the findings of a Concurrency Management Review. However, the relative differences between designations can provide useful information in the long-range planning process. This analysis is based on a total area of 0.32 acres. It should be noted that the land area has restrictions with the zoning standards that would impact the maximum development scenario.

EXHIBIT 4: Impact analysis:

Parcel size:	.32 acres
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Allowed entitlements	Existing Volusia County land use	Proposed Ormond Beach land use
Maximum density (residential)	1	32
Maximum floor area ratio (commercial or institutional)	0.25	0.7

Existing Land Use	Acreage	Maximum Density	Maximum Square Footage
Existing "Rural"	13,995 square feet or 0.32 acres	1	3,498 square feet
Proposed Land Use	Acreage	Maximum Density	Maximum Square Footage
Proposed "General Commercial"	13,995 square feet or 0.32 acres	10	9,796 square feet
Changes in maximum density*:		+9	
Changes in FAR:		+6,298 square feet	

*Note that the B-2 zoning district does not allow residential uses

Water and Sewer: The City operates a single water treatment plant having a permitted and rated capacity remaining at 12 Million Gallons per Day (MGD). The existing demand for water use during the most recent annual period is 6.06 MGD. When the proposed projects for the City's service area are added to the existing demand, the total is 7.82 MGD. There is a remaining capacity of 4.18 MGD if all approved projects are built out. The existing wastewater treatment plant is currently permitted for a rated capacity of 8 MGD for wastewater influent flow from the sanitary sewer collection system. The most recent annual period average daily flow to the facility is 4.59 MGD. There is no current sewer lines/infrastructure in front of 2341 West Granada Boulevard.

The proposed water and sewer impacts would be as follows:

EXHIBIT 5: Water and sewer impacts analysis:

Current	Maximum Square Footage Allowed	Maximum Water Usage ⁽¹⁾	Maximum Sewer Usage ⁽²⁾
Existing "Rural"	3,498	525	525
Proposed "General Commercial"	9,796	1,470	1,407
Totals:	+6,298	+945	+945
Notes: (1) & (2) Commercial flow estimates per 150 gallons per day per 1,000 square feet			

The theoretical impact would be an increase of 945 gallons of water and sewer per day. Based on the small nature of the property and constraints within the Land Development Code, such as a greenbelt buffer, landscape buffers, parking requirements, and stormwater, staff does not believe that the maximum development scenario can occur on this property. Even with the maximum theoretical impact, there is adequate water and sewer capacity for the land use amendment.

Traffic:

Below is a summary of the theoretical maximum impacts of the current and proposed land uses:

EXHIBIT 6: Traffic impact analysis:

Current	Maximum Square Footage Allowed	Maximum Trip Generation ⁽¹⁾
Existing "Rural"	3,498	24
Proposed "General Commercial"	9,796	367
Net Impact	+6,298	+343
Note: (1) Maximum trip generation of 6.95 per 1,000 SF (Church, ITE rate, 10th edition, #560)		
Note: (2) Analysis uses the maximum trip generation of 37.5 per 1,000 SF (Shopping Center ITE rate, 10th edition, #820)		

The theoretical impact would be an increase of 343 average daily trips. As stated previously, based on the small nature of the property and constraints within the Land Development Code, such as a greenbelt buffer, landscape buffers, parking requirements, and stormwater, staff does not believe that the maximum development scenario can occur on this property.

According to the 2019 Volusia County AADT spreadsheet, the 2019 average annual daily trips (AADT) of SR40 from Rima Ridge Road to Tymber Creek Road is 31,500 with a maximum capacity of 39,800 AADT. The 2019 daily level of service of SR40 from Rima Ridge Road to Tymber Creek Road is a "C". Assuming a 50/50 split the

172 trips would not negatively impact SR40. In addition, a concurrency review would occur with any site development.

Stormwater Management: Any site development would require a stormwater management system.

Solid Waste: Solid waste provision would be addressed at time of site development.

Schools: School concurrency is required for subdivisions greater than 10 units. The net residential increase is 9 residential units. The “General Commercial” was sought to specifically use the B-2 (Neighborhood Commercial) zoning designation. The B-2 zoning district does not allow residential uses. No school concurrency is required based on the maximum development potential being under 10 units.

Recreation: Ormond Beach has approximately 602 acres of parkland and facilities. The recreation level of service would continue to be met with the proposed land use classifications.

Other Services: City police and fire protection services serve this area. The parcel is located within an approximate 4-5-minute response time from emergency facilities. There is adequate infrastructure to support the amendment to the “General Commercial” land use.

5. Whether the proposed map amendment impacts surrounding jurisdictions.

The property is on the north side of SR40 opposite the City of Daytona Beach. As stated previously, based on the small nature of the property and constraints within the Land Development Code, such as a greenbelt buffer, landscape buffers, parking requirements, and stormwater, staff does not believe that the proposed map amendment will impact surrounding jurisdictions.

Conclusion:

Staff supports the land use amendment from county land use of “Rural” to city land use of “General Commercial”. The small-scale land use map amendment is an administrative amendment required to assign a City Future Land Use Map designation to the subject parcel. Staff believes that the Ormond Beach “General Commercial” land use category is appropriate for the following reasons:

1. The amendment meets the Goals, Objectives, and Policies of the City’s Comprehensive Plan;
2. The amendment meets the requirements established in the Florida Statutes;
3. The proposed land use is an appropriate use of land;
4. There is adequate infrastructure to serve the proposed land use; and
5. The proposed land use will not impact surrounding jurisdictions.

RECOMMENDATION:

Staff recommends that the Planning Board recommend **APPROVAL** of a Future Land Use map amendment for 0.32 $\pm$ acres from the existing land use designation of Volusia County "Rural" to Ormond Beach "General Commercial" for the subject property located at 2341 West Granada Boulevard.

Attachments:

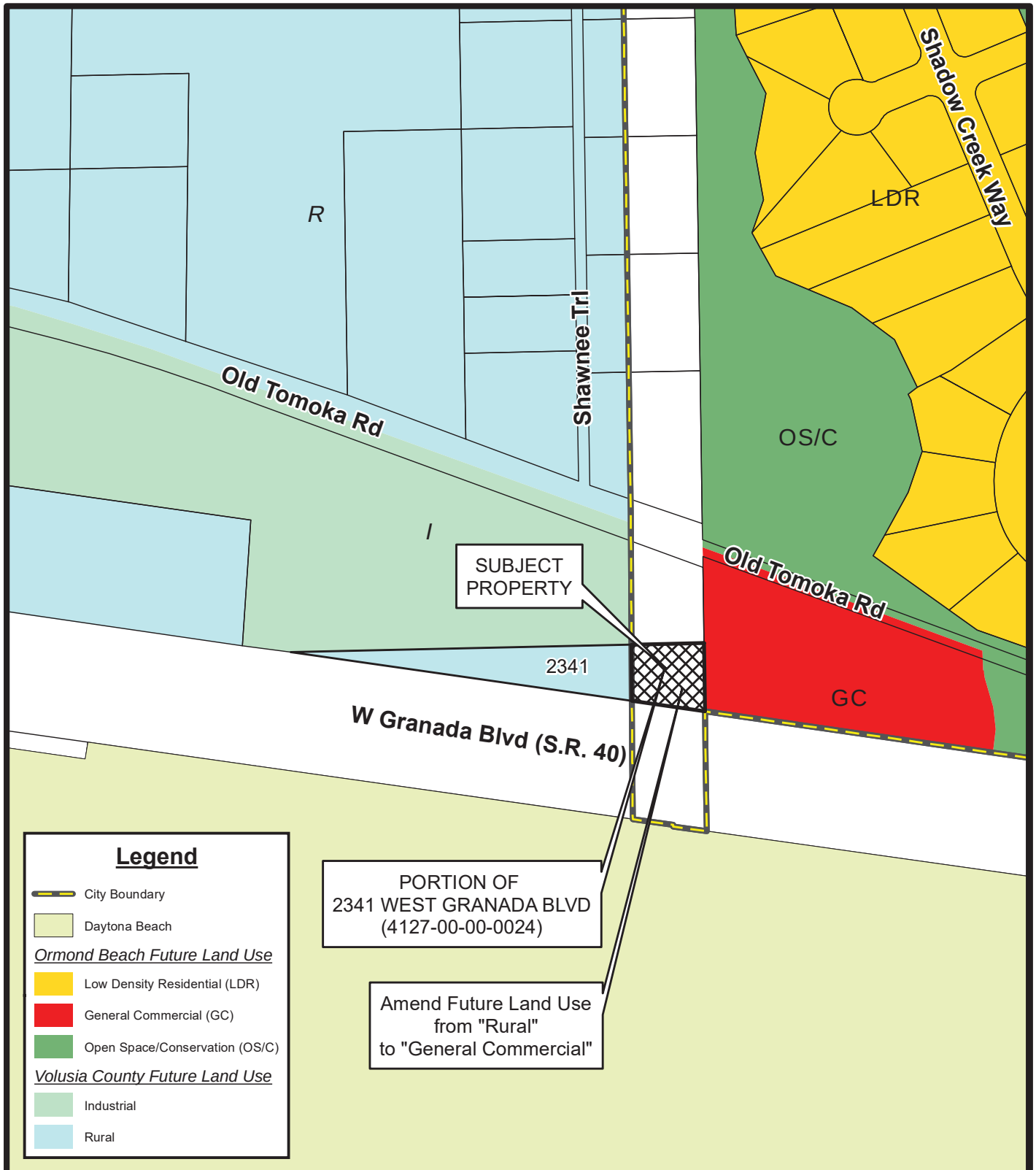
Attachment 1: Proposed land use map

Attachment 2: Sketch and legal description/location and aerial maps

Attachment 3: Section 2-02 and Section 2-23 of the Land Development Code

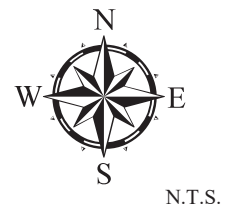
Attachment 1:

Proposed land use map



**FUTURE LAND USE MAP
PORTION OF 2341 WEST GRANADA BLVD
(4127-00-00-0024)**

Prepared By: The City of Ormond Beach
G.I.S. Department - November 19, 2020



Attachment 2:

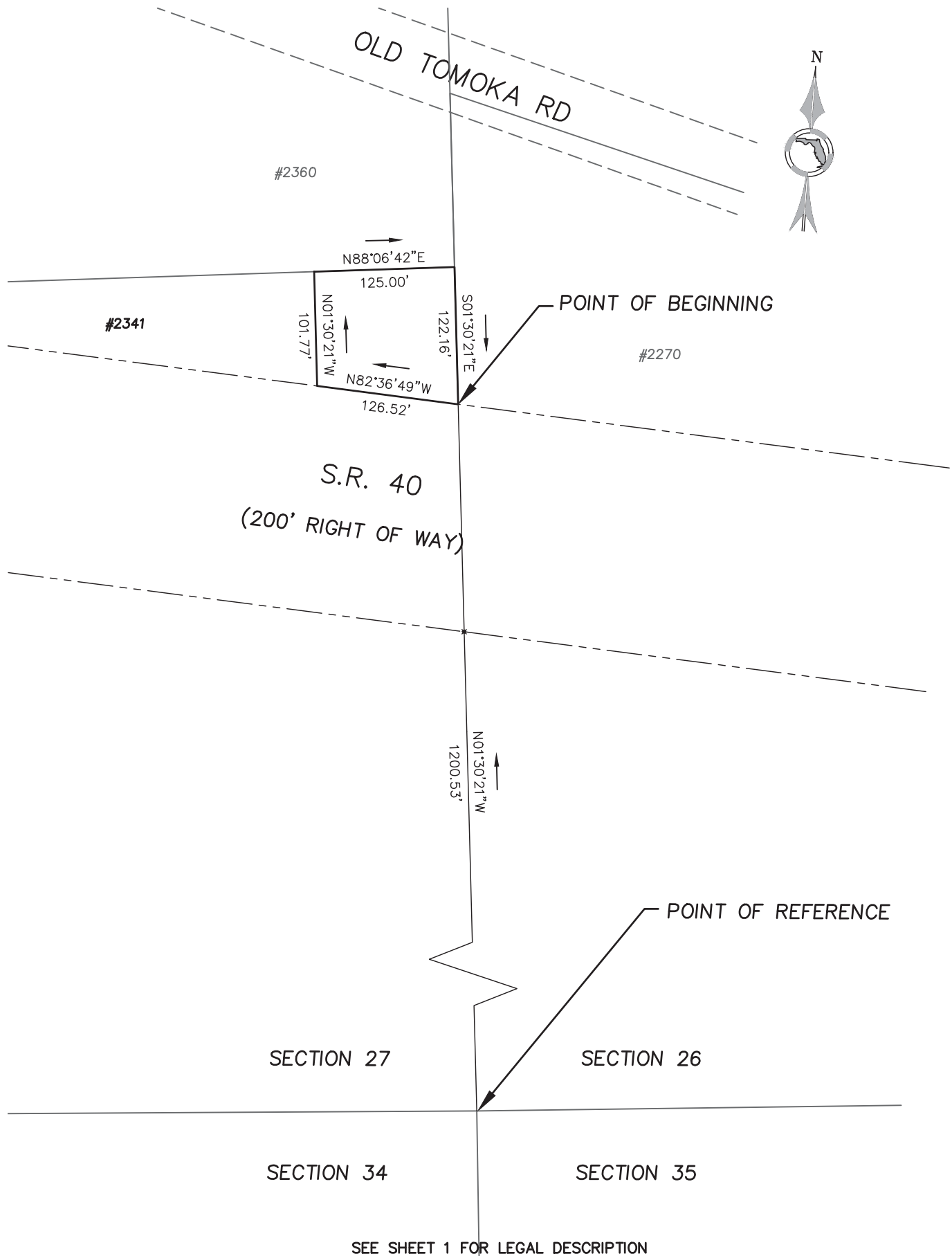
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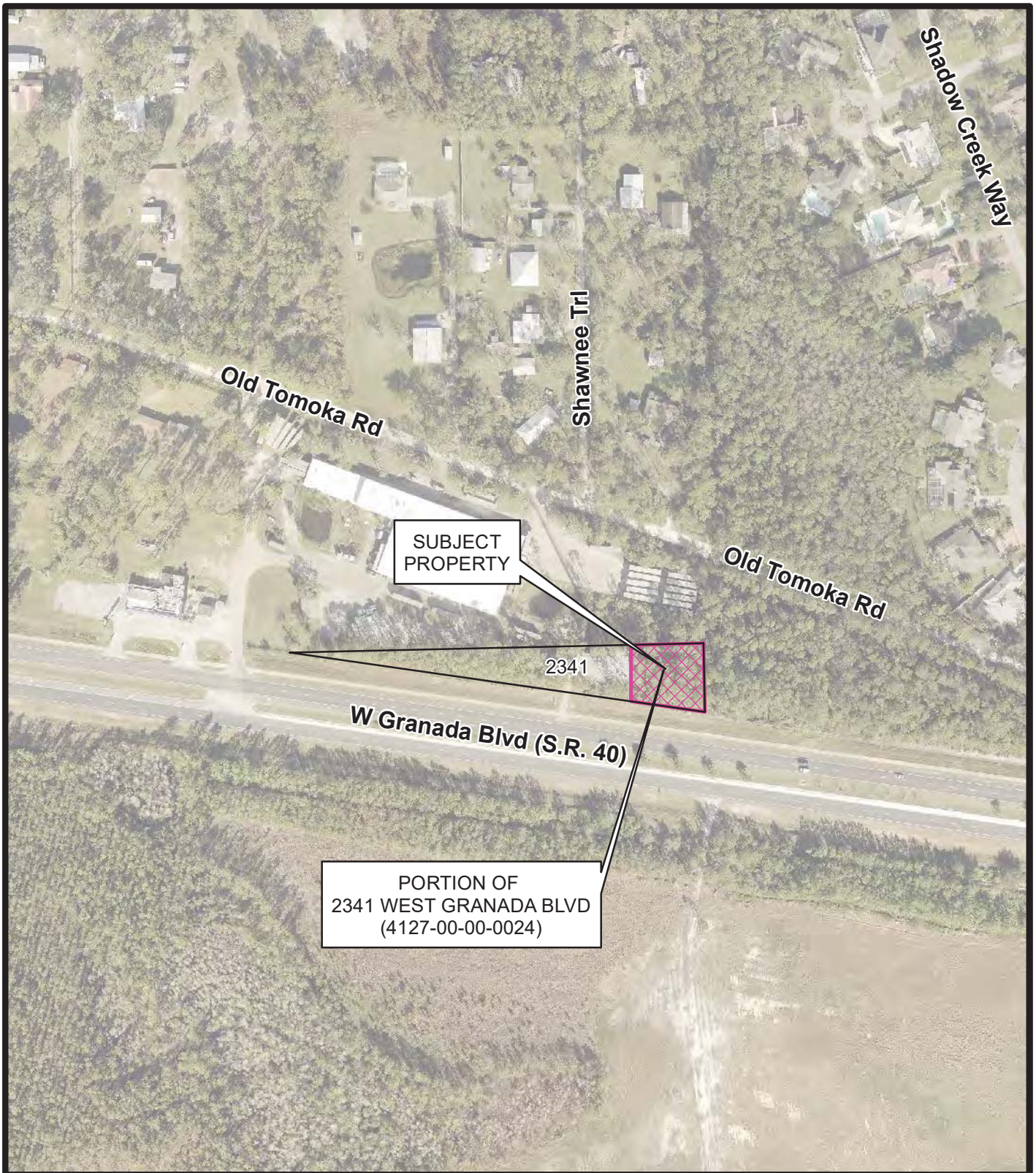
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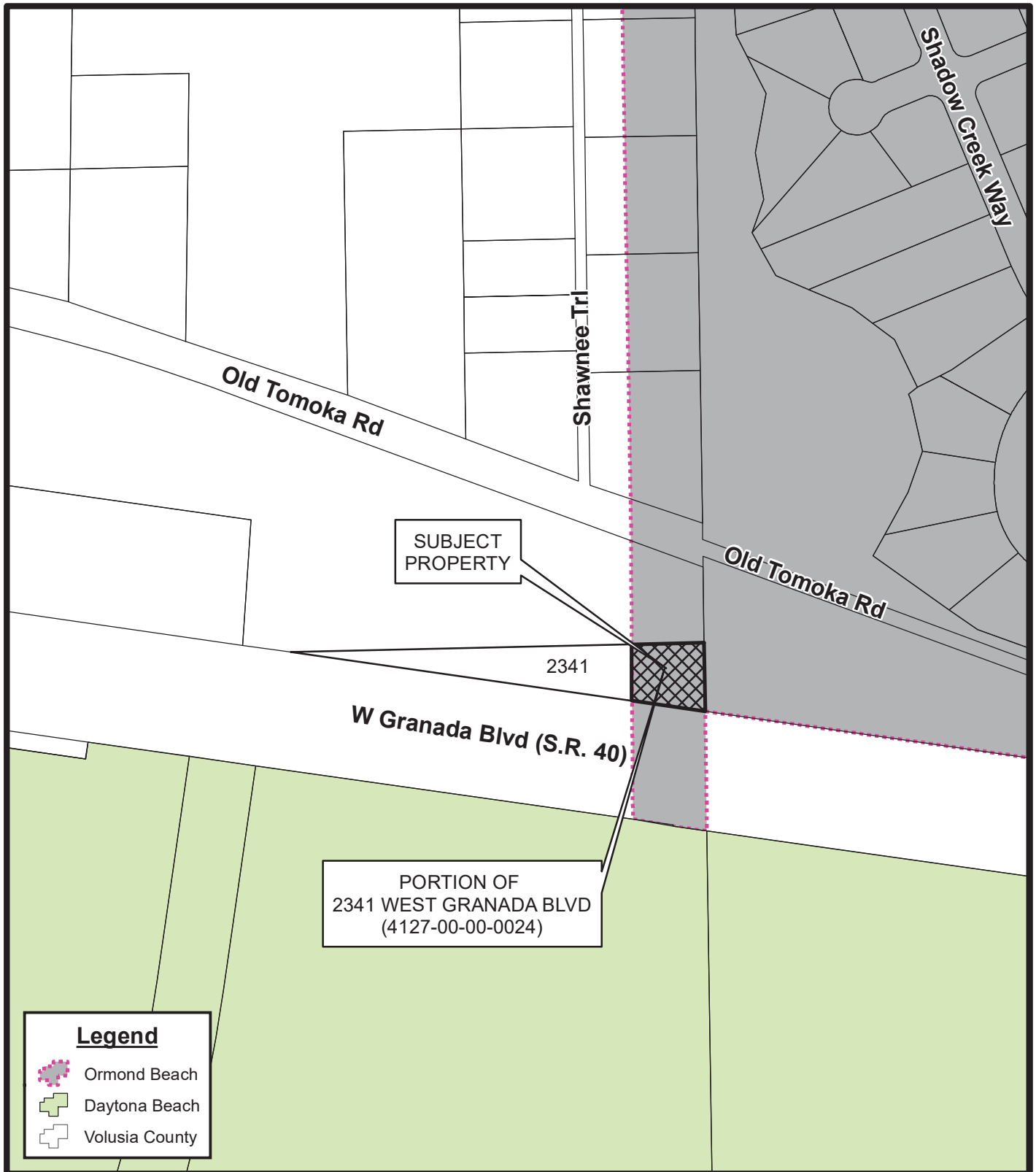


**AERIAL MAP
PORTION OF 2341 WEST GRANADA BLVD
(4127-00-00-0024)**

Prepared By: The City of Ormond Beach
G.I.S. Department - November 9, 2020

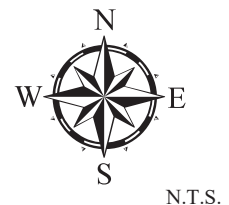


N.T.S.



LOCATION MAP
PORTION OF 2341 WEST GRANADA BLVD
(4127-00-00-0024)

Prepared By: The City of Ormond Beach
 G.I.S. Department - November 9, 2020



Attachment 3:

Section 2-02 and Section 2-23 of the Land Development Code

Sec. 2-02. - Future land use map designations and zoning districts.

This section references adopted Future Land Use Map (FLUM) designations (see table 2-2) contained in the city's Future Land Use Element of the Comprehensive Plan and identifies zoning districts which are hereby established in order to implement the FLUM designations, respectively.

Table 2-2. Future Land Use Map Designations and Compatible Zoning Districts

Comprehensive Plan Future Land Use Map Designation	Corresponding Compatible Zoning District
Activity Center	PMUD, Planned Mixed Use Development
Recreation Open Space And Conservation	SE, Special Environmental
REA, Rural Estate/Agriculture	REA, Rural Estate Agriculture
RR, Rural Residential	RR, Rural Residential
SLDR, Suburban Low Density Residential	SR, Suburban Residential
	PRD, Planned Residential Development
LDR, Low Density Residential	R-1, Residential Estate
	R-2, Single-Family Low Density
	R-2.5, Single-Family Low-Medium Density
	R-3, Single-Family Medium Density
	PRD, Planned Residential Development
MDR, Medium Density Residential	R-3, Single-Family Medium Density

	NP, Neighborhood Preservation
	R-4, Single-Family Cluster and Townhouse
	R-5, Multifamily Medium Density
	R-6, Multifamily Medium-High Density
	T-1, Manufactured/Mobile Home
	T-2, Manufactured Home
PRD, Planned Residential Development	
HDR, High Density Residential	T-1, Manufactured/Mobile Home
	R-6, Multifamily Medium-High Density
	PRD, Planned Residential Development
ROR, Residential, Office, Retail	B-1, Professional Office/Hospital
	B-9, Boulevard
	B-10, Suburban Boulevard
	PBD, Planned Business Development
General Commercial	B-2, Neighborhood Commercial
	B-3, Reserved
	B-4, Central Business

	B-8, Commercial
	PBD, Planned Business Development
Tourist Commercial	B-6, Oceanfront Tourist Commercial
	B-7, Highway Tourist Commercial
	PRD, Planned Residential Development
	PBD, Planned Business Development
Low Intensity Commercial	B-1, Professional Office—Hospital
	B-4, Central Business
	B-5, Service Commercial
	B-6, Oceanfront Tourist Commercial
	B-7, Highway Tourist Commercial
	B-8, Commercial
	B-9, Boulevard
	B-10, Suburban Boulevard
Heavy Intensity Commercial	PBD, Planned Business Development
Heavy Intensity Commercial	B-5, Service Commercial
	PBD, Planned Business Development
Industrial/Utilities	
	I-1, Light Industrial

	I-2, Reserved
	PID, Planned Industrial Development

(Ord. No. 2011-17, § 1, 7-5-2011; Ord. No. 2015-11, § 1, 4-7-2015; Ord. No. 2015-16, § 2, 4-21-2015)

§ 2-23

ORMOND BEACH LAND DEVELOPMENT CODE

Sec. 2-23. B-2, Neighborhood Commercial Zoning District.

A. PURPOSE:		The purpose of the Neighborhood Commercial (B-2) Zoning District is to provide small attractive areas to meet the daily shopping needs of residents of the immediate neighborhood. These commercial areas should be designed and constructed so as to be architecturally compatible with the residential development in the area and to cause the least possible nuisance to nearby residential uses.										
B. DIMENSIONAL STANDARDS												
1. Type	2. Density	3. Maximum Building Height	4. Maximum Building Coverage	5. Maximum Impervious Lot Coverage	6. Minimum Lot Size	7. Minimum Lot Width	8. Minimum Lot Depth	9. Setbacks				
								a. Front	b. Rear	c. Side	d. Street Side/Corner	e. Waterfront
Nonresidential Uses	—	30'	30%	75%	1 acre	150'	—	50'	20'; 30' if abutting residential district; 5' additional combined side yard required for each story over 2.	30'	50'	30'
C. PERMITTED USES			D. CONDITIONAL USES			E. SPECIAL EXCEPTION USES			F. OTHER STANDARDS			
1. Retail Sales and Service, Daily Needs 2. School, Public			1. Convenience Store, Type "B" 2. Parks and Recreation Facilities, Private 3. Parks and Recreation Facilities, Public 4. Public Facilities 5. Public Utilities 6. Telecommunication Tower or Antenna, Camouflaged 7. Wind Energy System			1. Outdoor Activity 2. Outdoor Storage			All development must comply with setback requirements: 1. Wetlands (chapter 3, article II). 2. Special corridors and buffer requirements (chapter 3, article I). 3. See conditional and special exception regulations (chapter 2, article IV).			
G. PERMITTED ACCESSORY USES: Accessory uses customarily associated with, dependent on and incidental to their permitted principal uses, provided that such uses conform to the regulations set forth in chapter 2, article III.												

Sec. 2-24. B-3, Reserved.

DRAFT

Planning Board minutes

2341 West Granada
Boulevard, Land use
map amendment

regulations for recognized special events. The tentative dates that the amendment is expected to go before the City Commission are January 19, 2021 for first reading and February 2, 2021 for second reading.

Ms. Shull asked if it includes camping of vendors with RVs during working events. Ms. Weedon replied that it does not and that there was a temporary campground north of Destination Daytona that had vacant land and provided camping opportunities but is now no longer allowed. There were also properties that did special event activities that did not have an established principal business there so that too is no longer allowed. Vendors can still come in during special events and set up and can camp onsite where appropriate, depending on the particular property. Attorney Hayes mentioned Harris Village & RV Park and another RV Park on the eastside of U.S. Highway 1 that has occupational licenses for permanent businesses on the property where they also have 30- and 50-amp hookups for recreational vehicles. There was discussion on camping on other properties where itinerant vendor activities occur such as a bar where camping should not be permitted. If that transpires then Code Enforcement would get involved. Attorney Hayes added that when the regulations were formed years ago was when the County was allowing a number of uses. Itinerant uses are temporary where there is no vested right or entitlement by law. Those properties the County issued permits, and occupational licenses year-round for on a permanent basis were identified and grandfathered in. Attorney Hayes continued that the City wanted to create an incentive for the unimproved properties of special event activities to develop a permanent business on their property. A five-year amortization period was created so that if a property owner established a permanent business, such as Broken Spoke, they could be included on the grandfathered list. If a property owner that has vacant property wants to develop as a permanent business, they can still come to the City and ask for a Special Exception to do itinerant merchant activities during special events and would come through this process.

Mr. Scudiero made a motion to approve LDC 2020-083: Article VII – North U.S. Highway 1 Interlocal Planning and Municipal Service Area, Land Development Code Amendment. Ms. Tolland seconded the motion. Vote was called, and the motion was approved (7-0).

C. LUPA 2021-009: Portion of 2341 West Granada Boulevard, Land Use Amendment

Ms. Noel Eaton, Senior Planner, stated that LUPA 2021-009 is an administrative request for a small-scale comprehensive land use map amendment for a 0.32± acre area of land from the existing future land use designation of Volusia County “Rural” (R) to Ormond Beach “General Commercial” (GC) for a portion of the property at 2341 West Granada Boulevard. The amendment does not provide any specific development approval but instead a framework of uses, density and intensity. Ms. Eaton continued that City staff met with the property owner who recently inherited the property and is reviewing zoning options. The subject property is partially located in unincorporated Volusia County and partially within the City of Ormond Beach.

The eastern 125 feet of the property was annexed into the City in 1962 for a utility service corridor among other properties and the subject area was never given a city land use designation. Ms. Eaton added that the remaining western portion of the

property was developed in unincorporated Volusia County as a 1996 BPUD for a telecommunications facility including a 250-foot antenna structure and a 419 square foot building. Ms. Eaton continued that the proposed land use amendment seeks to change the land use designation of the subject property from unincorporated Volusia County “Rural” (R) to the City of Ormond Beach “General Commercial” (GC). The goal of the assignment of the land use and zoning was to provide the B-2 (Neighborhood Commercial) zoning designation. The B-2 zoning district does not allow residential uses or intensive commercial uses and allows neighborhood commercial uses. Ms. Eaton explained that in order to assign the B-2 (Neighborhood Commercial) zoning designation, the property must be assigned the “General Commercial” land use designation.

Ms. Eaton stated that due to the small nature of the property and constraints within the Land Development Code (LDC), such as a greenbelt buffer, landscape buffers, parking requirements, and stormwater, staff believes the development potential is low. It is important to note that the land use amendment does not approve a specific development, but instead, the framework for future site development applications. Ms. Eaton continued that staff recommends that the Planning Board recommend approval to the City Commission for a Future Land Use map amendment for 0.32± acres from the existing land use designation of Volusia County “Rural” (R) to Ormond Beach “General Commercial” (GC) for a portion of the property located at 2341 West Granada Boulevard. Ms. Eaton concluded that the City Commission dates are January 19, 2021 for first reading and February 2, 2021 for second reading.

Board discussion ensued on the industrial use property to the north of the subject site.

Mr. Jorczak made a motion to LUPA 2021-009: Portion of 2341 West Granada Boulevard, Land Use Amendment. Ms. Tolland seconded the motion. Vote was called, and the motion was approved (7-0).

D. RZ 2021-010: Portion of 2341 West Granada Boulevard, Zoning Map Amendments

Ms. Noel Eaton, Senior Planner, explained that RZ 2021-10 is an administrative request to amend the City’s official land use map of the 0.32 ± acres at 2341 West Granada Boulevard from Volusia County A-2 (Rural Agriculture) to Ormond Beach B-2 (Neighborhood Commercial) for a portion of the property. Ms. Eaton continued reiterating that the eastern 125 feet of the property was annexed into the City of Ormond Beach in 1962 for a utility service corridor among other properties. The subject area was never given a city land use or zoning designation. The remaining western portion of the property was developed in unincorporated Volusia County as a 1996 BPUD for a telecommunications facility.

Ms. Eaton stated that the portion of the subject parcel within Ormond Beach is currently vacant. The property currently has a land use of Volusia County Rural (R) and is zoned Volusia County A-2 (Rural Agriculture). She continued that the B-2 (Neighborhood Commercial) zoning designation was selected based on the abutting city zoning and limited commercial uses. Due to the small nature and the constraints within the Land Development Code (LDC) staff does not believe that the site is conducive to high, intensive use or development potential.



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Steven Spraker, Planning Director

Date: February 2, 2021

Subject: Capital Improvement Element, annual update

Commission Goal: Community Development - Other

Introduction

This is an administrative, routine request to update the Capital Improvements Schedule of the Capital Improvements Element (CIE) of the City of Ormond Beach Comprehensive Plan, consistent with the adopted Capital Improvement Plan, in accordance with state law. This update does not include any text changes to the goals, objectives and policies of the Capital Improvements Element.

Background

Chapter 163.3177(3)(a) of the Florida Statutes states, "*The capital improvements element must be reviewed by the local government on an annual basis. Modifications to update the 5-year capital improvement schedule may be accomplished by ordinance and may not be deemed to be amendments to the local comprehensive plan.*" Each year local governments must update their Capital Improvements Element (CIE), including the Five-Year Schedule of Capital Improvements to demonstrate funded or planned to fund public facility improvements needed to support their population.

The projects are from the:

1. Ormond Beach Capital Improvements Plan (CIP);
2. Volusia County Schools Capital Project Details; and
3. River to Sea Transportation Planning Organization Transportation Improvement Program.

These project improvements assist to maintain the City's adopted level of service (LOS) standards to public facilities. These facilities include water, sewer, stormwater, solid waste, roads, parks, and schools. The Ormond Beach Capital Improvements Plan was approved by the City Commission on September 9, 2020. The proposed updates for the Capital Improvements Schedule are capital projects previously approved by the City Commission with the adopted Capital Improvement Plan.

The Capital Improvement Plan shows the current fiscal year (2020-21) with approved projects and outer fiscal years as the proposed project. The City Commission reviews and approves the Capital Improvement Plan annually. The Capital Improvements Schedule only includes capital projects. Capital projects are typically over \$25,000 and are projects that are designed for long-term use, such as a water line or road improvement. Vehicles, maintenance, repairs, and rehabilitation are included with the Capital Improvement Plan but are not included in the Capital Improvements Schedule. There are facilities, such as schools or roadways, that are funded from sources outside the city and are copied into the Capital Improvement Schedule.

Discussion

The Capital Improvement Element schedule seeks to ensure concurrency in relationship to existing new construction. The Capital Improvement Element schedule draws information from the city budgeting process, the school board, and the River to Sea Transportation Planning Organization. The background material provides information on population, residential and non-residential construction, level of service for schools, and roadways.

PLANNING BOARD REVIEW

The Planning Board reviewed the Capital Improvement Schedule update and recommended approval 7-0. There were no speakers for or against the Capital Improvement Schedule update. The meeting minutes are attached to this item.

Budget Impact

There is no budget impact with the Capital Improvement Schedule update. The update reflects adopted capital budget plans.

Citizen Impact

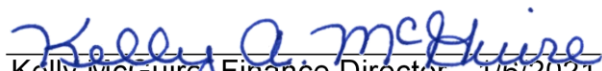
There is no citizen impact associated with the Capital Improvement Schedule update.

Recommendation

It is recommended that the City Commission **APPROVE** the adoption of the annual Capital Improvement Schedule update.

Attachments:

- 21-06 Capital Improvement Element (P20-0242G) (PDF)
- Exhibit A - Capital Improvements Schedule Update (PDF)
- 12.01.2020, CIE Schedule Update PB Staff Report (PDF)
- DRAFT Planning Board minutes, CIE Schedule update (PDF)

REVIEWED BY:
Kelly McGuire, Finance Director 1/6/2021
Claire Whitley, Assistant City Manager 1/12/2021**APPROVED BY:**
Joyce A. Shanahan, City Manager 1/13/2021

ORDINANCE NO. 2021-06

AN ORDINANCE ADOPTING CERTAIN UPDATED SCHEDULES TO THE CAPITAL IMPROVEMENTS ELEMENT OF THE CITY OF ORMOND BEACH COMPREHENSIVE PLAN; PROVIDING WHEN SUCH UPDATES SHALL TAKE EFFECT; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City of Ormond Beach is committed to planning and managing the future growth of the City, and

WHEREAS, the City of Ormond Beach has the authority to update the schedules of its Capital Improvements Element in its *Comprehensive Plan* pursuant to Chapter 163.3177(3)(b), *Florida Statutes*, and

WHEREAS, the Planning Board, which is the “local planning agency” of the City of Ormond Beach, Florida, has conducted public hearings and issued notices required by Florida Law in the preparation and enactment of this Capital Improvements Element Schedule Updates Ordinance, and

WHEREAS, the City Commission concurs with the City’s planning staff recommendations to update the schedules of the Capital Improvements Element in the *Comprehensive Plan* attached hereto as Appendix A, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The Capital Improvements Element Schedules of the City of Ormond Beach *Comprehensive Plan* are hereby updated and, are therefore, hereby approved and

adopted to include the updates to the Schedules to the Capital Improvements Element as are set forth in Exhibit A attached hereto and incorporated herein by reference.

SECTION TWO. In order to make the City of Ormond Beach *Comprehensive Plan*, as hereby updated, available to the public, a certified copy of the enacting Ordinance, as well as certified copies of the City of Ormond Beach *Comprehensive Plan* and the updates to the Schedules thereto, shall be located in the Planning Department of the City of Ormond Beach. The Planning Director shall also make copies available to the public for a reasonable reproduction charge.

SECTION THREE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION FOUR. This ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 19th day of January, 2021.

PASSED UPON at the second and final reading of the City Commission, this 2nd day of February, 2021.

BILL PARTINGTON
Mayor

ATTEST:

COLBY CILENTO
City Clerk

EXHIBIT A

Proposed Updates to the Schedules of the Capital Improvements Element
(Shown in ~~strike thru~~ and underline to reflect changes)

GOALS, OBJECTIVES AND POLICIES

Table A
Leisure Services
 Capital Improvements Schedule
 November, 2018

#	Project Description/Area	Funding Source	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 18-23	Relationship to Comprehensive Plan
Community Parks									
1	PBSC Access and Drainage Improvements	Property Taxes—General CIP	\$ ————0	\$ ————0	\$ ————0	\$ ————0	\$484,950	\$ —484,950	Recreation Element—Obj. 1.4
2	OB Girls' Softball Field 7	Recreation Impact Fees	\$ —600,000	\$ ————0	\$ ————0	\$ ————0	\$ ————0	\$ —600,000	Recreation Element—Obj. 1.4
3	Ormond Beach Sports Complex Lighting	General Funds Reserves	\$ —438,000	\$ ————0	\$ ————0	\$ ————0	\$ ————0	\$ —438,000	Recreation Element—Obj. 1.4
		ECHO	\$ —400,000	\$ ————0	\$ ————0	\$ ————0	\$ ————0	\$ —400,000	
		Property Taxes General Fund	\$ —112,000	\$ ————0	\$ ————0	\$ ————0	\$ ————0	\$ —112,000	Recreation Element—Obj. 1.4
4	Underground Electric Utilities	Property Taxes—General CIP	\$ —75,000	\$ ————0	\$ ————0	\$ ————0	\$ ————0	\$ —75,000	Recreation Element—Obj. 1.4
Total			\$1,625,000	\$ ————0	\$ ————0	\$ ————0	\$484,950	\$2,109,950	

Leisure Services Funding Schedule

8.E.b

Funding Source	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 18-23
Property Taxes- General CIP	\$ 75,000	\$ 0	\$ 0	\$ 0	\$484,950	\$ 559,950
Recreation Impact Fees	\$ 600,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 600,000
General Funds Reserves	\$ 438,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 438,000
ECHO	\$ 400,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 400,000
Property Taxes General Fund	\$ 112,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 112,000
Total	\$1,625,000	\$ 0	\$ 0	\$ 0	\$484,950	\$2,109,950

GOALS, OBJECTIVES AND POLICIES

Table B
Community Redevelopment
Capital Improvements Schedule
November, 2018

#	Project Description/Area	Funding Source	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 18-23	Relationship to Comprehensive Plan
Downtown									
1	Downtown: Cassen Park Public Dock	FIND	\$ 200,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 200,000	Recreation Element - Obj. 1.4
		TIF Reserves	\$ 400,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 400,000	
		Property Taxes - General TIF	\$ 550,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 550,000	
2	Downtown: Thompson Creek, Phase II	TPO Grant	\$ 0	\$ 0	\$ 499,875	\$ 0	\$ 0	\$ 499,875	Recreation Element - Obj. 1.4
		Property Taxes - TIF	\$ 0	\$ 0	\$ 166,625	\$ 0	\$ 0	\$ 166,625	Recreation Element - Obj. 1.4
3	Downtown: Upgrades and Improvements	Property Taxes - TIF	\$ 60,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 60,000	Recreation Element - Obj. 1.4
4	Downtown: Sidewalk Renovations	Property Taxes - General TIF	\$ 0	\$ 200,000	\$ 0	\$ 200,000	\$ 0	\$ 400,000	Recreation Element - Obj. 1.4
5	Downtown Stormwater Improvements	Property Taxes - TIF	\$ 0	\$ 710,000	\$ 100,000	\$ 0	\$ 0	\$ 810,000	Recreation Element - Obj. 1.4
		Total	\$1,210,000	\$910,000	\$7,665,000	\$200,000	\$ 0	\$3,086,500	

Community Redevelopment Funding Schedule

8.E.b

Funding Source	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 18-23
FIND	\$ 200,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 200,000
TIF Reserves	\$ 400,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 400,000
Property Taxes General TIF	\$ 550,000	\$200,000	\$ 0	\$200,000	\$ 0	\$ 950,000
TPO Grant	\$ 0	\$ 0	\$499,875	\$ 0	\$ 0	\$ 499,875
Property Taxes TIF	\$ 60,000	\$710,000	\$266,625	\$ 0	\$ 0	\$1,036,625
Total	\$1,210,000	\$910,000	\$766,500	\$200,000	\$ 0	\$3,086,500

GOALS, OBJECTIVES AND POLICIES

Table C
Utilities
Capital Improvements Schedule
November, 2018

#	Project Description/Area	Funding Source	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 18-23	Relationship to Comprehensive Plan
Stormwater Improvements									-
1	Strickland Creek Flood Resiliency Improvements	HMGP Grant	\$ ——— 0	\$ 825,000	\$8,250,000	\$ ——— 0	\$ ——— 0	\$ 9,075,000	Utilities Element —Objs. 1.1, 1.7, and 1.8
		Stormwater Charges	\$ ——— 0	\$ 275,000	\$2,750,000	\$ ——— 0	\$ ——— 0	\$ 3,025,000	
2	Stormwater Flap Gates	HMGP Grant	\$ ——— 0	\$1,050,000	\$ ——— 0	\$ ——— 0	\$ ——— 0	\$ 1,050,000	Utilities Element —Objs. 1.1, 1.7, and 1.8
		Stormwater Fees	\$ ——— 0	\$ 350,000	\$ ——— 0	\$ ——— 0	\$ ——— 0	\$ 350,000	
3	Stormwater Piping	Stormwater Charges	\$500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 2,500,000	Utilities Element —Objs. 1.1, 1.7, and 1.8
4	Stormwater Rebuild	Stormwater Charges	\$149,000	\$ ——— 0	\$ ——— 0	\$ ——— 0	\$ ——— 0	\$ 149,000	Utilities Element —Objs. 1.1, 1.7, and 1.8
5	Wilmette Avenue Pump Station	FEMA Grant	\$190,000	\$ ——— 0	\$ ——— 0	\$ ——— 0	\$ ——— 0	\$ 190,000	Utilities Element —Objs. 1.1, 1.7, and 1.8
		Stormwater Charges	\$ 90,000	\$ ——— 0	\$ ——— 0	\$ ——— 0	\$ ——— 0	\$ 90,000	
6	Fleming Avenue Storm Drain Improvements	FEMA Grant	\$429,750	\$ ——— 0	\$ ——— 0	\$ ——— 0	\$ ——— 0	\$ 429,750	Utilities Element —Objs. 1.1, 1.7, and 1.8
		Stormwater Charges	\$143,250	\$ ——— 0	\$ ——— 0	\$ ——— 0	\$ ——— 0	\$ 143,250	

#	Project Description/Area	Funding Source	FY 18-19	FY 19-20	FY 20-21	FY 22-22	FY 22-23	FY 18-23	Relationship to Comprehensive Plan
Waste Water System Expansion			-						-
7	South Peninsula Reclaimed Water Expansion Ph. 3	Wastewater Impact Fees	\$ — 0	\$ — 0	\$ 163,420	\$1,206,000	\$ — 0	\$1,369,420	Utilities Element – Objs. 1.1, 1.7, and 1.8
		SJRWMD Cooperative Funding Grant	\$ — 0	\$ — 0	\$ — 0	\$ 594,000	\$ — 0	\$ 594,000	
Wastewater Systems Improvements									
8	General Facility and System Upgrades	Water and Sewer Charges	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$1,000,000	Utilities Element – Objs. 1.1, 1.7, and 1.8
9	Lift Station Rehabilitation	Water and Sewer Charges	\$ — 0	\$ 300,000	\$ 60,000	\$ 400,000	\$ 60,000	\$ 820,000	Utilities Element – Objs. 1.1, 1.7, and 1.8
10	Pretreatment Effluent Pump (PEP) Replacement	Water and Sewer Charges	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$ 500,000	Utilities Element – Objs. 1.1, 1.7, and 1.8
11	Sanitary Sewer Force Main Upgrades	Water and Sewer Charges	\$200,000	\$ — 0	\$ — 0	\$ — 0	\$ — 0	\$ 200,000	Utilities Element – Objs. 1.1, 1.7, and 1.8
12	Sanitary Sewer Inflow Infiltration	Water and Sewer Charges	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$1,500,000	Utilities Element – Objs. 1.1, 1.7, and 1.8
13	Shadow Crossings Reuse Pump Facility Upgrades	Water & Sewer Charges	\$ 40,000	\$240,000	\$ — 0	\$ — 0	\$ — 0	\$ 280,000	Utilities Element – Objs. 1.1, 1.7, and 1.8

GOALS, OBJECTIVES AND POLICIES

#	Project Description/Area	Funding Source	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 18-23	Relationship to Comprehensive Plan
Water System Expansion									
14	Secondary Raw Water	Water Impact Fees	\$ 0	\$1,852,000	\$ 0	\$ 0	\$ 0	\$1,852,000	Utilities Element -Objs. 1.1, 1.7, and 1.8
Water System Improvements									
15	Citywide Meter Replacement	Water and Sewer Charges	\$ 294,000	\$ 298,000	\$ 298,000	\$ 301,000	\$ 306,000	\$ 1,497,000	Utilities Element -Objs. 1.1, 1.7, and 1.8
16	Meter Installation	Water and Sewer Charges	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 450,000	Utilities Element -Objs. 1.1, 1.7, and 1.8
17	N. US HWY 1 Forcemain Extension	Wastewater Impact Fees	\$ 132,000	\$1,315,000	\$ 0	\$ 0	\$ 0	\$1,447,000	Utilities Element -Objs. 1.1, 1.7, and 1.8
18	Water Storage Tank Repairs	Water and Sewer Charges	\$ 30,000	\$ 750,000	\$ 200,000	\$ 100,000	\$ 100,000	\$1,180,000	Utilities Element -Objs. 1.1, 1.7, and 1.8
19	Water Main Replacement	Water and Sewer Charges	\$ 0	\$ 0	\$ 500,000	\$ 0	\$ 0	\$ 500,000	Utilities Element -Objs. 1.1, 1.7, and 1.8
		Bond Proceeds	\$ 0	\$ 0	\$ 0	\$3,200,000	\$ 0	\$ 3,200,000	

#	Project Description/Area	Funding Source	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 18-23	Relationship to Comprehensive Plan
20	Water Storage Tank Repairs	Water and Sewer Charges	\$ 30,000	\$ 750,000	\$ 200,000	\$ 100,000	\$ 100,000	\$ 1,180,000	Utilities Element —Objs. 1.1, 1.7, and 1.8
21	WTP Lime Slaker and hypochlorite Feed	Bond Proceeds	\$1,000,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 1,000,000	Utilities Element —Objs. 1.1, 1.7, and 1.8
22	BWT Reclaimed Water Storage and Pumping Station	Wastewater Impact Fees	\$1,608,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 1,608,000	Utilities Element —Objs. 1.1, 1.7, and 1.8
		SJRWMD Coast Share Grant	\$ 792,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 792,000	
23	WTP Solids Handling Facility Upgrades	Bond Proceeds	\$1,200,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 1,200,000	Utilities Element —Objs. 1.1, 1.7, and 1.8
24	WWTP Sludge Dewatering Improvements	Bond Proceeds	\$1,700,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 1,700,000	Utilities Element —Objs. 1.1, 1.7, and 1.8
25	WTP LPRO Membrane Replacement	Bond Proceeds	\$ 524,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 524,000	Utilities Element —Objs. 1.1, 1.7, and 1.8
		Total	\$9,742,000	\$9,195,000	\$13,611,420	\$7,091,000	\$1,756,000	\$41,395,420	

GOALS, OBJECTIVES AND POLICIES

Utilities Funding Schedule

Funding Source	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 18-23
HMGP Grant	\$ 0	\$1,875,000	\$8,250,000	\$ 0	\$ 0	\$10,125,000
FEMA Grant	\$ 619,750	\$ 0	\$ 0	\$ 0	\$ 0	\$ 619,750
Stormwater Charges	\$ 882,250	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 6,257,250
Water and Sewer Charges	\$ 1,284,000	\$3,028,000	\$1,948,000	\$1,591,000	\$1,256,000	\$ 9,107,000
Waste Water Impact Fees	\$ 1,740,000	\$1,315,000	\$ 163,420	\$1,260,000	\$ 0	\$ 4,424,420
SJRWMD Grant	\$ 792,000	\$ 0	\$ 0	\$ 594,000	\$ 0	\$ 1,386,000
Water Impact Fees	\$ 0	\$1,852,000	\$ 0	\$ 0	\$ 0	\$ 1,852,000
Bond Proceeds	\$ 4,424,000	\$ 0	\$ 0	\$3,200,000	\$ 0	\$ 7,624,000
Total	\$9,742,000	\$9,195,000	\$13,611,420	\$7,091,000	\$1,756,000	\$ 41,395,420

Table D
Transportation
Capital Improvements Schedule
November, 2018

#	Project Description/Area	Funding Source	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 18-23	Relationship to Comprehensive Plan
1	Fluhart Drive Roundabouts	VTPO Grant	\$ ——— 0	\$ — 41,040	\$ 225,360	\$ ——— 0	\$ ——— 0	\$ 266,400	Transportation Element – Obj. 1.1
		Property Taxes – Transportation	\$ ——— 0	\$ — 4,560	\$ 25,040	\$ ——— 0	\$ ——— 0	\$ 29,600	
2	Railroad Crossing	Property Taxes – Transportation	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 375,000	Transportation Element – Obj. 1.1
3	Road Rehabilitation	Local Option Gas Tax	\$450,000	\$ 450,000	\$ 450,000	\$450,000	\$450,000	\$2,250,000	Transportation Element – Obj. 1.1
4	Street Light Maintenance	Property Taxes – Transportation	\$ ——— 0	\$ 24,000	\$ 23,000	\$ 22,000	\$ 20,000	\$ 89,000	Transportation Element – Obj. 1.1
6	Traffic Signal Maintenance	Property Taxes – Transportation	\$ ——— 0	\$ 80,000	\$ 67,000	\$ 78,000	\$ 75,000	\$ 300,000	Transportation Element – Obj. 1.1
7	Tomoka Elementary Connector Sidewalk	VTPO Grant	\$ ——— 0	\$ 106,920	\$ ——— 0	\$ ——— 0	\$ ——— 0	\$ 106,920	Transportation Element – Obj. 1.1
		Property Taxes – Transportation	\$ ——— 0	\$ 11,880	\$ ——— 0	\$ ——— 0	\$ ——— 0	\$ 11,880	
8	Williamson Blvd./Hand Ave. Pedestrian Improvements	VTPO Grant	\$ ——— 0	\$ 174,240	\$ ——— 0	\$ ——— 0	\$ ——— 0	\$ 174,240	Transportation Element – Obj. 1.1
		Property Taxes – Transportation	\$ ——— 0	\$ 19,360	\$ ——— 0	\$ ——— 0	\$ ——— 0	\$ 19,360	
		Total	\$525,000	\$ 987,000	\$ 865,400	\$625,000	\$620,000	\$3,622,400	

GOALS, OBJECTIVES AND POLICIES

Transportation Funding Schedule

Funding Source	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 18-23
VTPO	\$ 0	\$ 322,200	\$ 225,360	\$ 0	\$ 0	\$ 547,560
Property Taxes- Transportation	\$ 75,000	\$ 214,800	\$ 190,040	\$175,000	\$170,000	\$ 824,840
Local Option Gas Tax	\$450,000	\$ 450,000	\$ 450,000	\$450,000	\$450,000	\$2,250,000
Total	\$525,000	\$ 987,000	\$ 865,400	\$625,000	\$620,000	\$3,622,400

Volusia County School District Five-Year Work Program

2018/19 – 2022/23

Projection Description/Area	FY 18-2019	FY 19-2020	FY 20-2021	FY 21-2022	FY 22-2023
New Construction					
Chisholm Elm — Replacement	\$ 2,000,000	-	-	-	—
Deltona Middle — Master Plan	-	-	\$ 50,000,000	-	\$ 3,000,000
George Marks Elm — Master Plan	\$ 2,000,000	\$ 21,000,000	-	\$ 2,000,000	—
New Smyrna Beach Mid — Renovations and Addition	—	—	—	\$ 5,000,000	\$ 6,000,000
Osceola Elm — Master Plan	-	\$ 2,000,000	-	\$ 20,000,000	\$ 2,000,000
Tomoka Elm — Master Plan	—	—	—	\$ 2,000,000	\$ 25,000,000
Woodward Elm — Renovations and Additions	—	—	—	—	\$ 2,000,000
Total New Construction	\$ 4,000,000	\$ 23,000,000	\$ 50,000,000	\$ 29,000,000	\$ 38,000,000
-					
Major Projects at Existing Schools & Facilities					
Atlantic HS — Upgrade HVAC Bldgs. 9 and 10	—	\$ 390,000	—	—	—
Atlantic HS — Campus Wide Reroof	\$ 260,000	\$ 3,200,000	—	—	—
Atlantic HS — New Digital Marquee	\$ 100,000	—	—	—	—
Atlantic HS — Upgrade Fire Alarm and Intercom	\$ 1,000,000	—	—	—	—
Brewster Center — Replace South Low Roof	\$ 65,000	—	—	—	—
Brewster Center — Interior Renovations	—	—	—	\$ 300,000	—
Campbell Mid. HVC Unit Replacement	—	\$ 1,300,000	—	—	—
Charter School Capital Outlay from LCIF	—	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 2,000,000
Creekside Mid — Upgrade HVAC Bldgs 1,3,4,6,8 and 10	\$ 1,950,000	—	—	—	—
DeLand HS — Upgrade Auditorium Chiller Plant	\$ 600,000	—	—	—	—
DeLand HS — Upgrade LED Lighting Campus Wide	—	\$ 875,000	—	—	—
DeLand HS — Replace Gym Floors	\$ 200,000	—	—	—	—
DeLand HS — Upgrade Fire Alarm and Intercom	\$ 1,300,000	—	—	—	—
DeLand Warehouse Leases	\$ 105,060	\$ 107,161	\$ 109,304	\$ 111,490	—
Deltona HS — ADA Accessibility	—	\$ 2,000,000	—	—	—
Deltona Transportation — Site Improvements	—	—	—	\$ 1,500,000	—
Enterprise Elm — Renovations	—	—	—	—	\$ 6,000,000
Facilities Services — Upgrade Chiller Plant	—	\$ 750,000	—	—	—
Freedom Elm — Renovate Parent Loop/Parking	—	—	\$ 400,000	—	—

GOALS, OBJECTIVES AND POLICIES

Projection Description/Area	FY 18-2019	FY 19-2020	FY 20-2021	FY 21-2022	FY 22-2023
Galaxy Mid — Camps Wide Grounding	\$ 100,000	—	—	—	—
Galaxy Mid — Upgrade Door Hardware	—	\$ 700,000	—	—	—
Heritage Mid — HVAC Bldgs. 2, 3, 5, 6, and 9	\$ 1,800,000	—	—	—	—
High Banks Lrn Ctr — Renovate North Parking Lot	—	—	—	\$ 140,000	—
Hinson Mid — Campus Wide HVAC	—	—	—	\$ 1,300,000	—
Holly Hill School (K8) — Refinish Concrete Floors Bldg. 12	\$ 160,000	—	—	—	—
Holly Hill School (K8) — Replace Millwork Bldgs. 1-10	\$ 500,000	—	—	—	—
Mainland HS — LED Lighting Upgrade Campus Wide	\$ 650,000	—	—	—	—
New Smyrna Beach HS — Upgrade BAS Campus Wide	\$ 410,000	—	—	—	—
New Smyrna Beach HS — Upgrade Aud. Flooring & Seating	\$ 275,000	—	—	—	—
Pathways Elm — Expand Driveway Exit Lanes	\$ 100,000	—	—	—	—
Pine Ridge HS — Campus Wide Reroof	\$ 3,250,000	—	—	—	—
Pine Ridge HS — Upgrade HVAC Ceiling and Lighting Bldg. 8	\$ 1,900,000	—	—	—	—
Port Orange Elm — Repair Floor Joists, 2 nd Floor	\$ 70,000	—	—	—	—
Portables — Lease	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Portables — Moves & Compliance	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000
River Springs Mid — Elevated Walkway Repairs	\$ 100,000	—	—	—	—
Riverview Learning Center — Moisture Intrusion Stucco Repairs	\$ 150,000	—	—	—	—
R.J. Longstreet Elm — Metal Reroof Bldgs. 3-8	\$ 575,000	—	—	—	—
R.J. Longstreet Elm — Extend Parent Pickup Loop	\$ 400,000	—	—	—	—
Seabreeze HS — Reroof Media Center	\$ 200,000	—	—	—	—
Seabreeze HS — Replace Gym Floor	\$ 150,000	—	—	—	—
Seabreeze HS — Upgrade Chiller Water Plant	\$ 1,990,000	\$ 1,990,000	—	—	—
Spruce Creek Elm — Replace All Campus Windows	—	\$ 1,000,000	—	—	—
Starke Elem — Reroof Media Center	\$ 150,000	—	—	—	—
Starke Elem — Renovations	—	—	\$ 500,000	\$ 4,000,000	—
Sunrise Elm — Campus Wide Roof	—	\$ 1,200,000	—	—	—
Sunrise Elm — Replace Boiler and Piping	\$ 100,000	—	—	—	—
Westside Elm — Renovations and Additions	—	\$ 200,000	—	—	—
Various Schools — Infrastructure for Technology	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000
Various Schools — Media Center Retrofits	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Various Schools — Minor Projects	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000

Projection Description/Area	FY 18-2019	FY 19-2020	FY 20-2021	FY 21-2022	FY 22-2023
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Various Schools—Facilities Review Projects	—	\$ 11,000,000	\$ 11,000,000	\$ 11,000,000	\$ 11,000,000	8.E.b
Various Schools—Security	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	
Various Schools—High School Athletics	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	
Total Projects at Existing Schools and Facilities	\$ 26,810,060	\$ 36,212,161	\$ 21,709,304	\$ 30,751,490	\$ 26,700,000	
Facilities Management						
Facilities Management—Various Projects	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	
Total Facilities Management	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	
Technology						
Network EDP & Communication Equipment	\$ 9,000,000	\$ 9,000,000	\$ 9,000,000	\$ 9,000,000	\$ 9,000,000	
Total Facilities Management	\$ 9,000,000	\$ 9,000,000	\$ 9,000,000	\$ 9,000,000	\$ 9,000,000	
System-Wide Equipment & Vehicles						
Various Schools & Departments Furn. & Equip.	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	
Total System-Wide Equipment & Vehicles	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	
Buses						
Transportation Dept.—Bus Replacement	\$ 2,690,872	\$ 2,463,773	\$ 2,463,774	\$ 2,185,200	\$ 2,185,200	
Total Buses	\$ 2,690,872	\$ 2,463,773	\$ 2,463,774	\$ 2,185,200	\$ 2,185,200	
PROJECT TOTALS	\$ 46,000,932	\$ 74,175,934	\$ 86,673,077	\$ 74,436,690	\$ 79,385,200	
Transfers						
Transfers—To General Fund	\$ 8,245,831	\$ 6,554,431	\$ 4,554,431	\$ 4,604,458	\$ 3,637,895	
Transfers—To Debt Service	\$ 24,677,338	\$ 24,678,188	\$ 24,676,013	\$ 24,672,188	\$ 24,676,525	
Total Transfers	\$ 32,923,169	\$ 31,232,619	\$ 29,230,444	\$ 29,276,646	\$ 28,314,420	
GRAND TOTAL	\$ 78,924,101	\$105,408,553	\$115,903,521	\$103,713,336	\$107,699,620	

GOALS, OBJECTIVES AND POLICIES

Table F
2025 Transit Fee Revenues and Expenses
 November, 2018

Project Description	FY	Projected Total Cost
Revenue		
Transit Fee	2016-2025	\$175,000
Total Revenues		\$175,000
Multi-Modal Expenses		
SR 40 Corridor Frequency of service improvements from 1 hour headways to 30 minute headways (Operating)	2021-2025	\$ 65,000
US 1 Corridor Frequency of Service improvements from 1 hour headways to 30 minute headways (Operating)	2020-2024	\$ 80,000
A1A Corridor Frequency of service improvements from 1 hour headways to 15 minute headways (Operating)	2024-2025	\$ 30,000
Total Expenses		\$175,000

Note: Mobility Fee does not include those costs related to improvements that are to be paid for by other sources.

Table G
2025 Projected Non-Motorized Revenue and Expenditures
November, 2018

8.E.b

	FY	Projected Total Cost
Revenue		
Non-Motorized Fee	2016-2024	\$ 75,000
TIF	2016-2024	\$ 250,000
TPO Bike/Ped Funds	2016-2024	\$3,816,000
SunTrail Independent Trail	2016-2014	\$ 874,000
Total Revenues		\$5,005,000
Non-Motorized Expenses		
Forest Hills Connector	2018/19	\$ 646,000
Tomoka State Park — Phase II	2020/21	\$1,046,000
US 1	2021/22	\$ 281,000
Thompson Creek	2023/24	\$3,031,000
Total Expenses		\$5,005,000

GOALS, OBJECTIVES AND POLICIES

Table A
Leisure Services
Capital Improvements Schedule
November, 2020

#	Project Description/Area	Funding Source	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 20-25	Relationship to Comprehensive Plan
Community Parks									
1	CDBG Central Park playground	CDBG	\$129,803	\$0	\$0	\$0	\$0	\$129,803	Recreation Element - Obj. 1.4
2	Performing Arts Center Renovations	Donations	\$0	\$0	\$0	\$80,000	\$77,000	\$157,000	Recreation Element - Obj. 1.4
		ECHO					\$400,000	\$400,000	
		DB Racing District	\$0	\$0	\$0	\$0	\$50,000	\$50,000	
3	OBSC Access and Drainage	Property Taxes	\$0	\$0	\$0	\$0	\$484,950	\$484,950	Recreation Element - Obj. 1.4
Total			\$129,803	\$0	\$0	\$80,000	\$1,011,950	\$1,221,753	

Leisure Services Funding Schedule						
Funding Source	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 20-25
CDBG	\$129,803	\$0	\$0	\$0	\$0	\$129,803
Donations	\$0	\$0	\$0	\$80,000	\$77,000	\$157,000
ECHO Grant	\$0	\$0	\$0	\$0	\$400,000	\$400,000
Daytona Beach Racing District	\$0	\$0	\$0	\$0	\$50,000	\$50,000
Property Taxes	\$0	\$0	\$0	\$0	\$484,950	\$484,950
Total	\$129,803	\$0	\$0	\$80,000	\$1,011,950	\$1,221,753

Table B
Community Redevelopment
Capital Improvements Schedule
November, 2020

#	Project Description/Area	Funding Source	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 20-25	Relationship to Comprehensive Plan
Downtown									
1	Sidewalk renovations	Property taxes – TIF	\$600,000	\$700,000	\$100,000	\$0	\$0	\$1,400,000	Future Land Use Element – Goal 7
2	Traffic Calming	Property taxes – TIF	\$0	\$0	\$100,000	\$0	\$100,000	\$200,000	Future Land Use Element – Goal 7
3	Thompson Creek, Phase II	Property taxes – TIF	\$0	\$0	\$166,625	\$0	\$0	\$166,625	
		TPO Grant	\$0	\$0	\$499,875	\$0	\$0	\$499,875	
4	Water Taxi Infrastructure	Property taxes – TIF	\$0	\$0	\$205,000	\$0	\$0	\$205,000	Future Land Use Element – Goal 7
5	Stormwater Improvements	Property taxes – TIF	\$0	\$0	\$0	\$800,000	\$0	\$800,000	Future Land Use Element – Goal 7
		Stormwater charges	\$0	\$0	\$0	\$300,000	\$0	\$300,000	
		Total	\$600,000	\$700,000	\$1,071,500	\$1,100,000	\$100,000	\$3,571,000	

Leisure Services Funding Schedule

Funding Source	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 20-25
Property Taxes - General TIF	\$600,000	\$700,000	\$571,625	\$800,000	\$100,000	\$2,771,625
TPO grant	\$0	\$0	\$499,875	\$0	\$0	\$499,875
Stormwater charges	\$0	\$0	\$0	\$300,000	\$0	\$300,000
Total	\$600,000	\$700,000	\$1,071,500	\$1,100,000	\$100,000	\$3,571,500

GOALS, OBJECTIVES AND POLICIES

Table C
Stormwater
Capital Improvements Schedule
November, 2020

#	Project Description/Area	Funding Source	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 20-25	Relationship to Comprehensive Plan
Stormwater Improvements									
1	Stormwater Piping	Stormwater Charges	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000	Utilities Element - Objs. 1.1, 1.7, and 1.8
2	May 2009 Flood Study, Phase II	Construction	\$0	\$13,285,000	\$0	\$0	\$0	\$13,285,000	Utilities Element - Objs. 1.1, 1.7, and 1.8
		CEI	\$0	\$525,000	\$0	\$0	\$0	\$525,000	
3	Lisa Lake dredging	Dredging	\$0	\$0	\$0	\$0	\$1,133,000	\$1,246,300	Utilities Element - Objs. 1.1, 1.7, and 1.8
		Engineering & permitting	\$0	\$0	\$0	\$0	\$113,300	\$113,300	
Total			\$500,000	\$14,310,000	\$500,000	\$500,000	\$1,746,300	\$17,556,350	

Stormwater Funding Schedule						
Funding Source	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 20-25
<u>Stormwater charges</u>	<u>\$500,000</u>	<u>\$3,952,513</u>	<u>\$500,000</u>	<u>\$500,000</u>	<u>\$500,000</u>	<u>\$5,952,513</u>
<u>HMGP grant</u>	<u>\$0</u>	<u>\$10,357,537</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$10,357,537</u>
<u>Special assessment</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$1,246,300</u>	<u>\$1,246,300</u>
<u>Total</u>	<u>\$500,000</u>	<u>\$14,310,050</u>	<u>\$500,000</u>	<u>\$500,000</u>	<u>\$1,746,300</u>	<u>\$17,556,350</u>

Table D
Utilities
Capital Improvements Schedule
November, 2020

#	Project Description/Area	Funding Source	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 20-25	Relationship to Comprehensive Plan
Water Improvements									
<u>1</u>	<u>Consumptive Use Permit Renewal</u>	<u>Water & Sewer charges</u>	<u>\$350,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$350,000</u>	<u>Utilities Element - Objs. 1.1, 1.7, and 1.8</u>
<u>2</u>	<u>Hudson Wellfield Expansion</u>	<u>Water & Sewer charges</u>	<u>\$0</u>	<u>\$300,000</u>	<u>\$2,300,000</u>	<u>\$0</u>	<u>\$0</u>		<u>Utilities Element - Objs. 1.1, 1.7, and 1.8</u>
<u>3</u>	<u>Secondary Raw Water Main</u>	<u>Water Impact Fees</u>	<u>\$2,384,175</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>		<u>Utilities Element - Objs. 1.1, 1.7, and 1.8</u>
Water and Sewer Improvements									
<u>4</u>	<u>General Facility and Systems Upgrades</u>	<u>Upgrades - Water 409221</u>	<u>\$175,000</u>	<u>\$175,000</u>	<u>\$175,000</u>	<u>\$175,000</u>	<u>\$175,000</u>	<u>\$875,000</u>	<u>Utilities Element - Objs. 1.1, 1.7, and 1.8</u>
		<u>Upgrades - Sewer 409222</u>	<u>\$175,000</u>	<u>\$175,000</u>	<u>\$175,000</u>	<u>\$175,000</u>	<u>\$175,000</u>	<u>\$875,000</u>	
<u>5</u>	<u>Utility Master Plan Update</u>	<u>Utility Master Plan & Rate Study</u>	<u>\$0</u>	<u>\$0</u>	<u>\$220,000</u>	<u>\$0</u>	<u>\$0</u>		<u>Utilities Element - Objs. 1.1, 1.7, and 1.8</u>
Reclaim Water									
<u>6</u>	<u>Reclaimed Water System Improvements</u>	<u>Water & Sewer charges</u>	<u>\$130,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$130,000</u>	<u>Utilities Element - Objs. 1.1, 1.7, and 1.8</u>
<u>7</u>	<u>New Reuse Ground Storage Tank</u>	<u>Water & Sewer Charges</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$385,000</u>	<u>\$0</u>		<u>Utilities Element - Objs. 1.1, 1.7, and 1.8</u>
Total:			<u>\$3,214,175</u>	<u>\$650,000</u>	<u>\$2,870,000</u>	<u>\$735,000</u>	<u>\$350,000</u>	<u>\$7,819,175</u>	

GOALS, OBJECTIVES AND POLICIES

Table D
Utilities
Capital Improvements Schedule
November, 2020

<u>Funding Source</u>	<u>FY 20-21</u>	<u>FY 21-22</u>	<u>FY 22-23</u>	<u>FY 23-24</u>	<u>FY 24-25</u>	<u>FY 20-25</u>
<u>Water & Sewer charges</u>	<u>\$480,000</u>	<u>\$300,000</u>	<u>\$2,300,000</u>	<u>\$385,000</u>	<u>\$0</u>	<u>\$3,465,000</u>
<u>Upgrades-Water 4092221</u>	<u>\$175,000</u>	<u>\$175,000</u>	<u>\$175,000</u>	<u>\$175,000</u>	<u>\$175,000</u>	<u>\$875,000</u>
<u>Upgrades-Sewer 4092222</u>	<u>\$175,000</u>	<u>\$175,000</u>	<u>\$175,000</u>	<u>\$175,000</u>	<u>\$175,000</u>	<u>\$875,000</u>
<u>Utility Master Plan & Rate Study</u>	<u>\$0</u>	<u>\$0</u>	<u>\$220,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$220,000</u>
<u>Water Impact Fees</u>	<u>\$2,384,175</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$2,384,175</u>
<u>Total</u>	<u>\$3,214,175</u>	<u>\$650,000</u>	<u>\$2,870,000</u>	<u>\$735,000</u>	<u>\$350,000</u>	<u>\$7,819,175</u>

Table E
Transportation
Capital Improvements Schedule
November, 2020

#	Project Description/Area	Funding Source	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 20-25	Relationship to Comprehensive Plan
<u>1</u>	<u>Business Park Drive, Phase II</u>	<u>FDOT</u>	<u>\$1,644,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$1,644,000</u>	<u>Future Land Use Element - Policy 1.4.3 and 8.2.2</u>
		<u>EC Fund Reserve</u>	<u>\$411,00</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$411,000</u>	
<u>2</u>	<u>Fluhart Drive Roundabouts</u>	<u>TPO Grant</u>	<u>\$50,940</u>	<u>\$0</u>	<u>\$279,900</u>	<u>\$0</u>	<u>\$0</u>	<u>\$330,840</u>	<u>Transportation Element - Obj. 1.4</u>
		<u>Transportation Fund Balance</u>	<u>\$5,660</u>	<u>\$0</u>	<u>\$31,100</u>	<u>\$0</u>	<u>\$0</u>	<u>\$36,760</u>	<u>Transportation Element - Obj. 1.1</u>
<u>3</u>	<u>Neighborhood Traffic Calming</u>	<u>Transportation Fund Balance</u>	<u>\$66,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$66,000</u>	<u>Transportation Element - Obj. 1.1</u>
		<u>Property Taxes – Transportation</u>	<u>\$0</u>	<u>\$50,000</u>	<u>\$50,000</u>	<u>\$50,000</u>	<u>\$50,000</u>	<u>\$200,000</u>	<u>Transportation Element - Obj. 1.1</u>
<u>4</u>	<u>US 1 North Sidewalk</u>	<u>TPO Grant</u>	<u>\$180,360</u>	<u>\$0</u>	<u>\$1,202,400</u>	<u>\$352,890</u>	<u>\$0</u>	<u>\$1,735,650</u>	<u>Transportation Element - Obj. 1.6 & 1.7</u>
		<u>Transportation Fund Balance</u>	<u>\$20,040</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$20,040</u>	
		<u>Property Taxes – Transportation</u>	<u>\$0</u>	<u>\$0</u>	<u>\$200,400</u>	<u>\$39,210</u>	<u>\$0</u>	<u>\$239,610</u>	
<u>5</u>	<u>Williamson/Hand Ave. Pedestrian Impr.</u>	<u>TPO Grant</u>	<u>\$180,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$180,000</u>	<u>Transportation Element - Obj. 1.6 & 1.7</u>
		<u>Transportation Fund Balance</u>	<u>\$65,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$65,000</u>	
<u>6</u>	<u>Doug Thomas Way Extension</u>	<u>Property Taxes – Transportation</u>	<u>\$0</u>	<u>\$792,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$792,000</u>	<u>Transportation Element - Obj. 1.1</u>

GOALS, OBJECTIVES AND POLICIES

Table E
Transportation
Capital Improvements Schedule
November, 2020

#	Project Description/Area	Funding Source	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 20-25	Relationship to Comprehensive Plan
7	Pineland Trail Roadway Improvements	TPO Grant Funding	\$0	\$622,215	\$0	\$4,148,100	\$0	\$4,770,315	Transportation Element - Obj. 1.6 & 1.7
		Property Taxes – Transportation	\$0	\$69,135	\$0	\$321,800	\$0	\$390,935	
		Transportation Fund Balance	\$0	\$0	\$0	\$600,000	\$0	\$600,000	
8	Tomoka Elementary Connector Sidewalk	TPO Grant	\$0	\$189,000	\$0	\$0	\$0	\$189,900	Transportation Element - Obj. 1.6 & 1.7
		Property Taxes – Transportation	\$0	\$63,000	\$0	\$0	\$0	\$63,000	
9	Airport Access Roads – Phase 1	FDOT	\$491,855	\$0	\$0	\$0	\$0	\$491,855	Future Land Use Element - Policy 1.4.3 and 8.2.2
		General Fund Reserves	\$74,355	\$0	\$0	\$0	\$0	\$74,355	
Totals:			\$3,189,210	\$1,785,350	\$1,763,800	\$5,512,000	\$50,000	\$12,300,360	

Transportation Funding Schedule						
Funding Source	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 20-25
FDOT	\$2,135,855	\$0	\$0	\$0	\$0	\$2,135,855
EC Fund Reserve	\$411,000	\$0	\$0	\$0	\$0	\$411,000
TPO Grant	\$411,300	\$811,215	\$1,482,300	\$4,500,990	\$0	\$7,205,805
Transportation Fund Balance	\$156,700	\$0	\$31,100	\$600,000	\$0	\$787,800
Property taxes - transportation	\$0	\$974,135	\$250,400	\$411,010	\$50,000	\$1,685,545
General Fund Reserves	\$74,355	\$0	\$0	\$0	\$0	\$74,355
Total	\$3,189,210	\$1,785,350	\$1,763,800	\$5,512,000	\$50,000	\$12,300,360

Table F

Capital Five-Year Work Program

Projection Description/Area	<u>BUDGET</u> 2020-2021	<u>BUDGET</u> 2021-2022	<u>BUDGET</u> 2022-2023	<u>BUDGET</u> 2023-2024	<u>BUDGET</u> 2024-2025
Major Projects - New Construction					
Deltona Middle – Master Plan	\$ 2,000,000	-	-	-	-
New Smyrna Beach Mid – HVAC, Ceiling, Lighting and Flooring Campus Wide	\$ 17,000,000	-	-	-	-
Ortona and Osceola Elm – Master Plan	\$ 24,000,000	\$ 2,000,000	-	-	-
Woodward Elm – Renovations and Additions	\$ 2,000,000	\$ 17,000,000	\$ 1,500,000	-	-
Turie T. Small Elm – Master Plan	\$ 2,000,000	\$ 24,000,000	\$ 2,000,000	-	-
Tomoka Elm – Master Plan	-	\$ 2,000,000	\$ 26,000,000	\$ 2,000,000	-
Starke Elm – Renovations	-	\$ 650,000	\$ 6,500,000	\$ 500,000	-
Orange City Elm – Renovations and Classroom Addition	-	\$ 700,000	\$ 7,000,000	\$ 500,000	-
Spruce Creek HS – Renovations and Classroom Addition	-	\$ 2,000,000	\$ 8,000,000	\$ 5,000,000	\$ 1,000,000
Port Orange Elm – Renovations	-	-	\$ 500,000	\$ 5,000,000	\$ 500,000
McInnis Elm – Renovations and Administration Addition	-	-	\$ 650,000	\$ 6,500,000	\$ 500,000
Career Center	-	-	\$ 1,500,000	\$ 11,500,000	\$ 1,500,000
Read-Patillo Elm – Remodeling	-	-	-	\$ 700,000	\$ 7,000,000
Enterprise Elm – Remodeling	-	-	-	\$ 800,000	\$ 8,000,000
Ormond Beach Elm – Renovations	-	-	-	-	\$ 500,000
Silver Sands Mid – Additions and Remodeling	-	-	-	-	\$ 2,000,000
Total Major Projects – New Construction	\$47,000,000	\$48,350,000	\$53,650,000	\$32,500,000	\$21,000,000
Projects at Existing Schools and Facilities					
Atlantic HS – Upgrade HVAC Bldgs. 9 and 10, Ceiling, Lighting & Flooring, Replace Auditorium Flooring & Seating	-	\$ 2,200,000	-	-	-
Coronado Beach Elm – Structural Modifications to Bldg. 4	-	\$ 75,000	-	-	-
Brewster Center – Interior Renovations	-	\$ 3,000,000	-	-	-
Campbell Mid – CEP and Bldg. 3 HVAC Upgrade	\$ 1,900,000	-	-	-	-
Charter School – Capital Outlay from LCIF	-	-	-	-	-
Creekside Mid – Gutter Replacement	\$ 400,000	-	-	-	-
Creekside Mid – Fire Alarm Replacement	\$ 800,000	-	-	-	-
Creekside Mid – Upgrade HVAC Bldgs. 6,8 and New Chiller 1	\$ 1,850,000	-	-	-	-
DAC – Upgrade Data Center Backup Power	\$ 250,000	-	-	-	-
Debary Elm – Upgrade HVAC, Ceiling and Lighting Bldg.2	\$ 890,000	-	-	-	-
Debary Elm – New Parent Loop and Donald Smith Blvd Turn Lanes	\$ 1,000,000	-	-	-	-

GOALS, OBJECTIVES AND POLICIES

<u>DeLand HS – Campus Wide Signage Upgrades</u>	\$ 450,000	-	-	-	-
<u>DeLand Warehouses – Leases</u>	\$ 109,304	-	-	-	-
<u>Deltona Lakes Elm – Upgrade HVAC, Ceiling and Lighting Bldgs. 5-7</u>	\$ 1,900,000	-	-	-	-
<u>DeLand HS – Intercom Replacement</u>	\$ 200,000	-	-	-	-
<u>Deltona HS – Parking Lot Tree Removal and Lighting Upgrade</u>	-	\$ 600,000	-	-	-
<u>Deltona Transportation - Site Improvements</u>	-	\$ 1,500,000	-	-	-
<u>Facilities Services – Garbage Truck Wash Station</u>	-	\$ 400,000	-	-	-
<u>Forest Lake Elm – Replace OAU and Duct Work</u>	-	-	\$ 1,500,000	-	-
<u>Friendship Elm – Replace Intercom</u>	-	-	\$ 110,000	-	-
<u>Galaxy Mid – Upgrade Parking Lots Poles and Lighting</u>	\$ 165,000	-	-	-	-
<u>Galaxy Mid – Upgrade Door Hardware</u>	-	\$ 700,000	-	-	-
<u>Heritage Mid – Upgrade HVAC,Ceiling & Lighting Bldg.3</u>	-	\$ 1,950,000	-	-	-
<u>Hinson Mid – CEP and Bldgs. 2 and 10 HVAC Upgrade</u>	-	\$ 1,300,000	-	-	-
<u>Indian River Elm – Upgrade HVAC,Ceiling and Lighting Bldgs. 2,3,4</u>	-	\$ 1,750,000	-	-	-
<u>Indian River Elm – Door Replacement Bldgs. 1 and 4</u>	-	\$ 500,000	-	-	-
<u>Mainland HS – Awning Repair</u>	\$ 175,000	-	-	-	-
<u>Mainland HS – Upgrade Chiller Plant</u>	-	\$ 175,000	-	-	-
<u>Manatee Cove Elm – Campus Wide Chiller Pipes</u>	\$ 1,000,000	-	-	-	-
<u>McInnis Elm – Potable Water and Sanitary Sewer</u>	\$ 100,000	\$ 100,000	\$ 100,000	\$ 350,000	\$ 100,000
<u>McInnis Elm – Media Center Retrofit</u>	\$ 500,000	-	-	-	-
<u>New Smyrna Beach Transportation – Refurbish Fuel Island</u>	\$ 90,000	-	-	-	-
<u>Ormond Beach Elm – Reroof Bldg.1</u>	-	\$ 105,000	-	-	-
<u>Ormond Beach Elm – Art Room Flooring, Ceiling and Lighting</u>	\$ 90,000	-	-	-	-
<u>Palm Terrace Elm – Replace Main Electrical Switchgear</u>	\$ 245,000	-	-	-	-
<u>Palm Terrace Elm – Fire Alarm Replacement</u>	-	\$ 425,000	-	-	-
<u>Palm Terrace Elm – Replace Roof</u>	-	\$ 1,500,000	-	-	-
<u>Pathways Elm – Replace Fire Alarm</u>	-	-	\$ 450,000	-	-
<u>Pine Ridge HS – Renovate Bldg. 4 HVAC Academy</u>	-	-	-	-	-
<u>Pine Ridge HS – Upgrade HVAC, Ceiling and Lighting Bldgs. 9 and 10</u>	\$ 1,950,000	-	-	-	-
<u>Pine Trail Elm – Intercom Replacement</u>	-	-	\$ 150,000	-	-
<u>Pine Trail Elm – Replace Gutter and Downspouts</u>	-	\$ 230,000	-	-	-
<u>Portables – Lease</u>	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
<u>Portables – Moves & Compliance</u>	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000
<u>Port Orange Elm – Replace Fire Alarm</u>	\$ 200,000	-	-	-	-

Port Orange Elm – Repair and Coat Roof Bldgs. 1 and 2	\$ 165,000	-	-	-	-
Port Orange Elm – Remodel Clinic and Office Toilet Rooms	-	-	\$ 150,000	-	-
Port Orange Elm – Parking Area	-	-	\$ 100,000	-	-
Riverview Learning Center – Upgrade Fire Alarm and Intercom	\$ 300,000	-	-	-	-
Riverview Learning Center – Replace HVAC Controls	\$ 40,000	-	-	-	-
Seabreeze HS – Intercom Replacement	-	\$ 250,000	-	-	-
Spruce Creek Elm – Replace Main Electrical Switchgear	\$ 800,000	-	-	-	-
Sugar Mill Elm – Intercom Replacement	-	-	\$ 250,000	-	-
Sugar Mill Elm – Replace Gutters and Downspouts	\$ 250,000	-	-	-	-
Sunrise Elm – Drainage Between Buildings	-	\$ 660,000	-	-	-
Sunrise Elm – Replace Underground Condenser Water Piping	\$ 450,000	-	-	-	-
Turie T. Small Elm – Replace Main Electrical Switchgear Bldg.7	\$ 200,000	-	-	-	-
Turie T. Small Elm – Media Center Retrofit	\$ 500,000	-	-	-	-
Timbercrest Elm – Replace Fresh Air Unit Bldg.7	\$ 100,000	-	-	-	-
Timbercrest Elm – Replace Loop Boiler	-	\$ 40,000	-	-	-
Tomoka Elm – Upgrade Intercom	\$ 150,000	-	-	-	-
University HS – Intercom Replacement	\$ 300,000	-	-	-	-
Various Schools – Infrastructure for Technology	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000
Various Schools – Minor Projects	\$ 3,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000
Various Schools – Pavilions	\$ 750,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000
Various Schools – Playgrounds	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000
Various Schools – Security	\$ 1,000,000	\$ 1,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
Various Schools – HS School Athletics	\$ 1,750,000	\$ 2,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000
Total Projects at Existing Schools and Facilities	\$ 25,069,304	\$ 25,860,000	\$ 13,210,000	\$ 10,750,000	\$ 10,500,000
Facilities Management					
Facilities Management – Various Projects	\$ 2,800,000	\$ 2,800,000	\$ 2,800,000	\$ 2,800,000	\$ 2,800,000
Total Facilities Management	\$ 2,800,000	\$ 2,800,000	\$ 2,800,000	\$ 2,800,000	\$ 2,800,000
Technology					
Network, EDP & Communications Equipment	\$ 9,000,000	\$ 9,000,000	\$ 9,000,000	\$ 9,000,000	\$ 9,000,000
Total Technology	\$ 9,000,000	\$ 9,000,000	\$ 9,000,000	\$ 9,000,000	\$ 9,000,000
System Wide Equipment and Vehicles					
Various Schools & Department Vehicles	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000
Various Schools & Department Furniture & Equipment	\$ 500,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Total System Wide Equipment and Vehicles	\$ 1,000,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000

GOALS, OBJECTIVES AND POLICIES

Buses					
Transportation Dept – Bus Replacement	\$ 2,297,900	\$ 2,319,200	\$ 2,319,200	\$ 2,319,200	\$ 2,319,200
Total Buses	\$ 2,297,900	\$ 2,319,200	\$ 2,319,200	\$ 2,319,200	\$ 2,319,200
PROJECT TOTALS	\$ 87,167,204	\$ 89,829,200	\$ 82,479,200	\$ 58,869,200	\$ 41,119,200
Transfers					
Transfers – To General Fund	\$ 10,115,133	\$ 8,224,948	\$ 5,258,385	\$ 4,999,812	\$ 4,349,812
Transfers – To Debt Service	\$ 45,813,263	\$ 49,127,688	\$ 49,134,275	\$ 49,136,375	\$ 38,300,138
Total Transfers	\$ 55,928,396	\$ 57,352,636	\$ 54,392,660	\$ 54,136,187	\$ 42,649,950
GRAND TOTAL	\$ 143,095,600	\$147,181,836	\$136,871,860	\$113,005,387	\$ 87,769,150

Table G
River to Sea Transportation Improvement Plan FY 2020/21 -2024/25

Capital Improvements Schedule, November, 2020

#	Project Description/Area	Funding Source	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 20-25
<u>1</u>	<u>I-95 Interchange at SR5 (US1) PD&E</u>	<u>DDR (District Dedicated Revenue)</u>	<u>\$2,000,000</u>					<u>\$2,000,000</u>
		<u>DIH (State In-House Product Support)</u>	<u>\$50,000</u>					<u>\$50,000</u>
<u>2</u>	<u>SR40 Widening – PD&E – Breakaway Trails to Williamson Blvd.</u>	<u>DI (St-S/W Inter/Intrastate Hwy)</u>			<u>\$2,750,000</u>			<u>\$2,750,000</u>
		<u>DIH (State In-House Product Support)</u>					<u>\$40,000</u>	<u>\$40,000</u>
		<u>STED (Strategic Econ Cor)</u>					<u>\$595,000</u>	<u>\$595,000</u>
<u>3</u>	<u>SR A1A, Mast Arm at Cardinal Drive</u>	<u>SU (STP, Urban Areas)</u>	<u>\$1,922</u>					<u>\$1,922</u>
		<u>DIH (State In-House Product Support)</u>	<u>\$8,846</u>					<u>\$8,846</u>
		<u>DDR (District Dedicated Revenue)</u>	<u>\$36,342</u>					<u>\$36,342</u>
<u>4</u>	<u>SR A1A at Harvard Drive -traffic signal update</u>	<u>SU (STP, Urban Areas)</u>	<u>\$2,753</u>					<u>\$2,753</u>
		<u>DIH (State In-House Product Support)</u>	<u>\$28,008</u>					<u>\$28,008</u>
		<u>DDR (District Dedicated Revenue)</u>	<u>\$18,693</u>					<u>\$18,693</u>
<u>5</u>	<u>Division at FEC RR Crossing</u>	<u>RHP (Rail-Highway Crossings)</u>	<u>\$117,270</u>					<u>\$117,270</u>
<u>6</u>	<u>Landscaping I-95 Interchange at US1</u>	<u>DIH (State In-House Product Support)</u>	<u>\$62,950</u>					<u>\$62,950</u>
<u>7</u>	<u>I-95 Resurfacing, Dunn Avenue to Airport Road</u>	<u>ACNP (Advanced Construction NHPP)</u>	<u>\$14,386,282</u>					<u>\$14,386,282</u>
<u>8</u>	<u>SRA1A Resurfacing from N of SR 40 to N of Roberta Rd</u>	<u>DIH (State In-House Product Support)</u>	<u>\$10,000</u>					<u>\$10,000</u>
		<u>DDR (District Dedicated Revenue)</u>	<u>\$605,000</u>					<u>\$605,000</u>
		<u>DS (State Primary Highways and PTO)</u>			<u>\$3,143,025</u>			<u>\$3,143,025</u>
		<u>DIH (State In-House Product Support)</u>			<u>\$10,000</u>			<u>\$10,000</u>
		<u>DDR (District Dedicated Revenue)</u>			<u>\$837,692</u>			<u>\$837,692</u>

GOALS, OBJECTIVES AND POLICIES

Table G								
River to Sea Transportation Improvement Plan FY 2020/21 -2024/25								
Capital Improvements Schedule, November, 2020								
#	Project Description/Area	Funding Source	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 20-25
9	SRA1A Resurfacing from Broadway St to Milsap	DIH (State In-House Product Support)	\$10,000					\$10,000
		DDR (District Dedicated Revenue)	\$1,503,000					\$1,503,000
		DS (State Primary Highways and PTO)			\$9,478,899			\$9,478,899
		DIH (State In-House Product Support)			\$10,000			\$10,000
		DDR (District Dedicated Revenue)			\$1,183,012			\$1,183,012
10	Votran Increase Headways Routes 3, 4, 7 and 11	DPTO (State PTO)	\$810,667	\$783,614	\$807,124	\$856,277	\$856,277	\$4,089,020
11	SR 40 Multi-Use Trail (CEI)	DIH (State In-House Product Support)	\$9,400					\$9,400
12	Williamson Blvd./Hand Ave Pedestrian Improvements	ACSU (Advance Construction)	\$2,000					\$2,000
13	SR A1A, Access Management Improvements – Milsap Drive to State Road 40	ACSS (Advance Construction)		\$2,138,631				\$2,138,631
14	SR 40 Mid-Block Crossing East of Lewis Street	DS (State Primary Highways and PTO)	\$52,500					\$52,500
15	SRA1A at Andy Romano Beach midblock crossing	DS (State Primary Highways and PTO)	\$20,000					\$20,000
Totals:			\$19,735,633	\$2,922,245	\$18,219,752	\$856,277	\$1,491,277	\$43,225,184

Ormond Beach Projects Funding Schedule						
<u>Funding Source</u>	<u>FY 20-21</u>	<u>FY 21-22</u>	<u>FY 22-23</u>	<u>FY 23-24</u>	<u>FY 24-25</u>	<u>FY 20-25</u>
DDR (District Dedicated Revenue)	\$2,605,000	-	\$837,692	-	-	\$3,442,692
DIH (State In-House Product Support)	\$179,204	-	\$20,000	-	\$40,000	\$239,204
DI (St-S/W Inter/Intrastate Hwy)	-	-	\$2,750,000	-	-	\$2,750,000
STED (Strategic Econ Cor)	-	-	-	-	\$595,000	\$595,000
SU (STP, Urban Areas)	\$4,675	-	-	-	-	\$4,675
DDR (District Dedicated Revenue)	\$1,558,035	-	\$1,183,012	-	-	\$2,741,047
RHP (Rail-Highway Crossings)	\$117,270	-	-	-	-	\$117,270
ACNP (Advanced Construction NHPP)	\$14,386,282	-	-	-	-	\$14,386,282
DS (State Primary Highways and PTO)	\$72,500	-	\$12,621,924	-	-	\$12,694,424
DPTO (State PTO)	\$810,667	\$783,614	\$807,124	\$856,277	\$856,277	\$4,113,959
ACSU (Advance Construction)	\$2,000	-	-	-	-	\$2,000
ACSS (Advance Construction)	-	\$2,138,631	-	-	-	\$2,138,631
<u>Total</u>	\$19,735,633	\$2,922,245	\$18,219,752	\$856,277	\$1,491,277	\$43,225,184

STAFF REPORT

City of Ormond Beach Department of Planning

DATE: December 1, 2020

SUBJECT: Capital Improvements Schedule Annual Update

APPLICANT: Administrative

FILE NUMBER: 2021-020

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

INTRODUCTION:

This is an administrative request to update the Capital Improvements Schedule of the Capital Improvements Element of the City of Ormond Beach Comprehensive Plan consistent with the adopted Capital Improvement Plan in accordance with state law. This update does not include any text changes to the goals, objectives and policies of the Capital Improvements Element.

BACKGROUND:

Chapter 163.3177(3)(a) of the Florida Statutes states, “The capital improvements element must be reviewed by the local government on an annual basis. Modifications to update the 5-year capital improvement schedule may be accomplished by ordinance and may not be deemed to be amendments to the local comprehensive plan.” Each year local governments must update their Capital Improvements Element (CIE), including the Five-Year Schedule of Capital Improvements to demonstrate funded or planned to fund the public facility improvements needed to support their population. The projects are from the:

1. Ormond Beach Capital Improvements Plan (CIP);
2. Volusia County Schools Capital Project Details; and
3. River to Sea Transportation Planning Organization Transportation Improvement Program.

These project improvements assist to maintain the City’s adopted level of service (LOS) standards to public facilities. These facilities include water, sewer, stormwater, solid waste, roads, parks, and schools. The Ormond Beach Capital Improvements Plan was approved by the City Commission on September 9, 2020. The proposed updates for the Capital Improvements Schedule are capital projects previously approved by the City Commission with the adopted Capital Improvement Plan.

The Capital Improvement Plan shows the current fiscal year (2020-21) with approved projects and outer fiscal years as the proposed project. The City Commission reviews and approves the Capital Improvement Plan annually. The Capital Improvements Schedule only includes capital projects. Capital projects are typically over \$25,000 and are projects that are designed for long-term use, such as a water line or road

improvement. Vehicles, maintenance, repairs, and rehabilitation are included with the Capital Improvement Plan but are not included in the Capital Improvements Schedule. There are facilities, such as schools or roadways, that are funded from sources outside the city and are copied into the Capital Improvement Schedule.

Local governments are mandated to plan for the availability of public facilities and services to support development and the impacts of such development. This requirement was based upon the 1985 Growth Management Act. The purpose of the CIE and the Schedule is to identify the capital improvements needed to implement the Comprehensive Plan and ensure adopted LOS Standards are achieved and maintained for concurrency-related facilities. The capital improvements schedule is not required to be submitted as a comprehensive plan amendment pursuant to the submittal procedures required by Section 163.3184, F.S. Other revisions related to the capital improvements schedule such as map amendments or level of service revisions may not be adopted in the same ordinance. The CIE annual update is limited solely to the schedule itself. The conditions governing the notice and hearing are the same as those required for the adoption of any local ordinance. The City is no longer required to submit the adoption ordinance and updated schedule to the Department of Economic Opportunity, but as a courtesy will continue to do so. Finally, the statutory definition of “financial feasibility” and the December deadline were removed by House Bill 7207.

ANALYSIS:

The city obtains population information from two (2) sources. The first source is the United States Census that is conducted every ten (10) years. In the non-census years, population estimates are provided by the University of Florida Business of Economic and Business Research. Population is impacted by the number of households and the size of those households. Increases in the number of households can occur either through the issuance of new residential permits or with the annexation of lands that have existing residential units. The 1990 Comprehensive Plan estimated a city population of 56,250 in 2010. The population estimate was revised with Ordinance 96-95 to 43,350 in 2010. The actual 2010 census population was 38,137.

Exhibit 1 summarizes the population estimates, census population counts, the percentage change (growth rate), number of lots platted per year, and permit issued for single-family houses, multi-family units, and manufactured/mobile homes. Exhibit 1 shows 2,442 single-family lots were platted in the 1980's and included a number of subdivisions east of Clyde Morris Boulevard. In the 1990's, there were 1,952 single-family lots platted that included the subdivisions of Breakaway Trails, Ormond Lakes, Hunter's Ridge. From 2000 to 2009, there were 1,261 single-family lots platted. These platted single-family lots included the continued build out of Breakaway Trails, Ormond Lakes, Hunter's Ridge as well as the subdivisions of Southern Pines and Tymber Crossings. From 2010-2019, there were 502 single-family lots platted with the River Oaks, Hunter's Ridge (Deer Creek), Chelsea Place, Phase 3, Cypress Trail and Pineland subdivisions.

Building permits for residential units were highest in the 2000-2009 time period with 1,830 single-family building permits, 344 multi-family units (Bermuda Estates) and 499 manufactured/mobile home permits (primarily Aberdeen). As the recession started in 2007 residential building permits slowed and then rose again in 2016. Active current

residential subdivision includes Pineland and Cypress Trails. In 2019, the Plantation Oaks subdivision of 1,577 residential units was annexed into the city.

EXHIBIT 1: Population and building permit data

Year	Original Comp Plan, population estimate	Ord 96-95, population estimate	Population ⁽¹⁾	Percentage Change	SFH lots platted - recorded ⁽²⁾	SFH Permits ⁽³⁾	MF units Permits ⁽³⁾	Manufacture & Mobile Home Permits ⁽³⁾
1980			21,436	No data	2,442	No data	No data	No data
Totals (1980-1989):					2,442	No data	No data	No data
1990			31,460	No data	322	No data	No data	No data
1991			No data	No data	299	No data	No data	No data
1992			No data	No data	172	No data	No data	No data
1993			No data	No data	0	167	0	6
1994			No data	No data	28	165	156	2
1995			No data	No data	207	175	0	28
1996			32,426	No data	328	198	0	62
1997			34,038	4.97%	252	228	0	104
1998			34,791	2.21%	129	245	0	93
1999			36,000	3.48%	215	270	0	132
Totals (1990-1999):					1,952	1,448	156	427
2000	45,700	36,350	36,301	0.84%	192	212	0	118
2001			37,000	1.93%	64	230	0	115
2002			37,603	1.63%	210	260	0	104
2003			38,325	1.92%	241	303	0	99
2004			39,000	1.76%	301	328	344	41
2005	50,970	39,900	39,683	1.75%	0	196	0	7
2006			40,294	1.54%	51	113	0	5
2007			40,941	1.61%	65	43	0	7
2008			40,920	-0.05%	89	84	0	1
2009			40,832	-0.22%	48	61	0	2
Totals (2000-2009):					1,261	1,830	344	499
2010	56,250	43,350	38,137	-6.60%	0	83	184	6
2011			38,376	0.63%	0	43	0	5
2012			38,612	0.61%	0	34	0	1
2013			38,557	-0.14%	0	84	0	6
2014			39,246	1.79%	47	105	0	1
2015			40,013	1.95%	49	138	0	19
2016			40,360	0.87%	103	150	0	16
2017			40,716	0.88%	137	158	0	19
2018			41,134	1.03%	0	75	0	14
2019			41,284	0.36%	166	64	0	9
Totals (2010-2019):					502	934	184	96
2020 ⁽⁴⁾			41,782	1.21%	5	127	0	14

Notes:

(1) Population estimates from University of Florida Business of Economic and Business Research. 1980, 1990, 2000, 2010 are from the U.S. Census.

(2) SFH lots plat are taken from the Volusia County Clerk of Court website, http://app02.clerk.org/or_plats/

(3) Single-Family, multi-family, manufactured and mobile home permits from the Ormond Beach Building Department.

(4) 2020 - as of December 1, 2020. Population number is the BEBR estimate (will be replaced with census number once received).

The following residential developments are in various stages of the development review process:

Proposed

Project	Address	Units	Type
Ormond Grande	U.S, Highway 1	60	Multi-family-Townhomes
Tymber Creek Apartments	2011 W. Granada Blvd.	300	Multi-family
Plantation Oaks, Unit 1A	Plantation Oaks Blvd.	121	Manufactured/SFH – TBD
TOTAL		481	

Approved

Project	Address	Units	Type
Plantation Oaks, Unit 2B	Plantation Oaks Blvd.	124	Manufactured homes
Plantation Oaks, Unit 2C	Plantation Oaks Blvd.	121	Manufactured homes
Plantation Oaks, Unit 2D	Plantation Oaks Blvd.	84	Manufactured homes
Halifax 100	100 North Halifax Drive	12	Multi-family-Townhomes
TOTAL		341	

Master Planned

Project	Approved units	In process	Notes
Ormond Crossings	2,950	0	No development to date
Plantation Oaks	1,577	547	Volusia County development order
TOTAL	4,527	547	

Commercial developments are summarized in concurrency worksheet (Attachment 5) and the commercial development map (Attachment 7). For fiscal year 2019-2020, the following commercial uses were proposed and/or approved:

Proposed

Project	Address	Square Feet	Type	Type
YMCA, Phase 3 Improv.	500 Sterthaus Dr.	3,772	Institutional	Approved
AA Accurate Truck Wash	1644 N. U.S. Highway 1	17,428	Commercial	Proposed
US 1 Business Park Amend.	1044 N. U.S. Highway 1	14,960	Industrial	Proposed
Ormond Art Museum	78 E. Granada Blvd.	5,141	Institutional	Proposed
TOTAL		41,301		

The concurrency report includes projects that were approved in previous years that either have been completed, under construction, or approved with no construction to date.

The CIE Schedule includes all projects required to meet or maintain adopted LOS standards for concurrency-related facilities or implement the Goals, Objectives, and Policies of the Comprehensive Plan. The concurrency management system for the City of Ormond Beach is established by policy in the City's Comprehensive Plan, and administered through regulations contained within the City's Land Development Code. The Planning Department is responsible for regularly monitoring the cumulative effect of all approved Development Orders and Development Permits on the capacity of public facilities. In addition to the individual concurrency reviews for current development proposals, staff has identified and provided a brief summary of most of the public facilities and services subject to concurrency review at sufficient levels.

Recreation & Open Space: The University of Florida Business of Economic and Business Research 2020 estimated population for Ormond Beach is 41,782. The City's adopted comprehensive plan applies a level of service of 13 acres per 1,000 people. The current total number of acres of parkland in Ormond Beach is 600.30 acres. The park list and maps are included in Attachment 8. The amount of required parkland is 543.17 acres. The current parkland per 1,000 people is 14.36 acres. The city has contracted with Bart and Associates to perform a park and recreation master plan update which will start conducting public outreach and meetings in March of 2021. The adopted recreation and open space level of service continues to be met.

Sanitary Sewer: The existing wastewater treatment plant is currently permitted for a rated capacity of 8 Million Gallons per Day (MGD) for wastewater influent flow from the sanitary sewer collection system. The most recent annual period average daily flow to the facility is 4.35 MGD. The most recent annual period average daily treated effluent flow to reuse customers is 4.21 MGD. Adding approved development projects of 0.71 MGD for waste water treatment with the with current wastewater plant flow totals 4.92 MGD assuming all projects are constructed. The plant capacity remaining is 3.08 MGD if all approved projects are built out. The level of service for sanitary sewer continues to be met.

Potable Water: The City operates a single water treatment plant having a permitted and rated capacity remaining at 12 Million Gallons per Day (MGD). The existing demand for water use during the most recent annual period is 5.57 MGD. Adding approved development projects of 0.68 MGD for water treatment with the with current water plant flow totals 6.25 MGD assuming all projects are constructed. There is a remaining capacity of 5.75 MGD if all approved projects are built out. The level of service for potable water service continues to be met.

Solid Waste: The City maintains a solid waste, recycling, yard waste and construction/demolition debris roll-off collection program through a private contractor. Current manual solid waste collection occurs twice per week per residential unit, with recycling and yard waste collection occurring once per week. Roll-off collection is customer generated and is an as needed basis. Commercial or mechanical solid waste collection occurs from a minimum of three days per week to a maximum of six days per

week. Solid waste collections average 5.24 per capita. In addition, recycling collections average 7.40 pounds per capita as the City continues to recycle more each year. While the City's solid waste collections exceed the adopted LOS Standard (4.0 pounds per capita), the amount of solid waste generated by individuals is something the City cannot control. The City will continue to promote recycling programs and work toward achieving the adopted level of service standard.

Traffic: The city maintains a traffic concurrency monitoring system for new development in the city. Concurrency determinations differ in the designated Transportation Concurrency Exception Areas (multi-modal corridors). Inside the designated multimodal corridors of portions of U.S. Highway 1 and SR40, South Atlantic Avenue, and Ormond Crossings, the focus is on road efficiency improvements, transit and non-motorized (trails and sidewalks) with the purpose of reducing vehicle miles travelled. Within the multimodal corridors, a mobility fee is assessed in lieu of a transportation impact fee that will focus on transit, non-motorized improvements and transportation efficiency improvements. An example of this type of transportation efficiency improvement is the installation of a Traffic Adaptive Signal System for the SR 40 corridor. An example is increasing the provision of Votran bus service.

Outside of the designated multimodal corridors, the focus is on maintaining road capacity to meet LOS. Development projects that generate over 1,000 average daily trips are required to provide a Traffic Impact Analysis. Projects that have impacts on failing roadways are required to analyze the proportionate fair share impact of the proposed project and enter into a proportionate fair share agreement.

Attachment 4 includes the Volusia County 2019 AADT worksheet with Ormond Beach roadways. The full Volusia County 2019 AADT worksheet is available on Volusia County Traffic Engineering website. The 2019 AADT worksheet shows two roadway segments in Ormond Beach overcapacity. The first is in a Transportation Concurrency Exception Area and is Granada Boulevard from U.S. Highway 1 to Halifax Avenue. The second roadway is Hand Avenue from Clyde Morris Boulevard to Shangri La Drive where the roadway is two lanes. Granada Boulevard west of U.S. Highway 1 operates at a level of service of C and the adopted level of service is D.

Public Schools: Based on the most up to date LOS Tables provided by the School Board from 2020, overall the City is currently meeting its LOS Standards. Any new residential development over 10 units is required to obtain a determination of capacity and school concurrency. The adopted level of service standards established by Volusia County Schools is 115% of capacity for elementary and middle schools and 120% for high schools. For the elementary schools, Ormond Beach Elementary is at 115% and all other schools are less than 115%. Hinson middle school is at 103% and Ormond Beach middle school is at 88%. For the high schools, Mainland is at 83%, Seabreeze is at 92%, and Spruce Creek is at 121%.

CONCLUSION:

The proposed amendments to the Capital Improvements Schedule of the Capital Improvement Element of the Comprehensive Plan are shown in underline/strikethrough as Attachment 1. The Capital Improvement Schedule is the only item being amended. The amendments include the Volusia County School District Five-Year Work Program and the River to Sea TPO Work Program. The remainder of the attachments are background information that include details of the capital projects, level of service standards, and development activity. It is expected that the Capital Improvements Schedule of the Capital Improvement Element of the Comprehensive Plan will be reviewed by the City Commission on January 19, 2021 (1st reading) and again on February 2, 2021 (2nd Reading).

RECOMMENDATION:

Staff recommends that the Planning Board recommend **approval** to the City Commission of the adoption of the annual Capital Improvement Schedule update.

Attachments:

- Attachment 1: 2020 Capital Improvement Schedule Annual Update
- Attachment 2: Capital Improvement Plan project sheets
- Attachment 3: School Board concurrency for Halifax Planning Area
- Attachment 4: Volusia County 2019 AADT Worksheet (modified for Ormond Beach)
- Attachment 5: Concurrency worksheet
- Attachment 6: Residential plats
- Attachment 7: Commercial development 2010 to 2020
- Attachment 8: Parks list and map

Attachment 1:

2020 Capital Improvement Schedule Annual Update

GOALS, OBJECTIVES AND POLICIES

Table A
Leisure Services
 Capital Improvements Schedule
 November, 2018

#	Project Description/Area	Funding Source	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 18-23	Relationship to Comprehensive Plan
Community Parks									
1	PBSC Access and Drainage Improvements	Property Taxes—General CIP	\$ ————0	\$ ————0	\$ ————0	\$ ————0	\$484,950	\$ 484,950	Recreation Element—Obj. 1.4
2	OB Girls' Softball Field 7	Recreation Impact Fees	\$ 600,000	\$ ————0	\$ ————0	\$ ————0	\$ ————0	\$ 600,000	Recreation Element—Obj. 1.4
3	Ormond Beach Sports Complex Lighting	General Funds Reserves	\$ 438,000	\$ ————0	\$ ————0	\$ ————0	\$ ————0	\$ 438,000	Recreation Element—Obj. 1.4
		ECHO	\$ 400,000	\$ ————0	\$ ————0	\$ ————0	\$ ————0	\$ 400,000	
		Property Taxes General Fund	\$ 112,000	\$ ————0	\$ ————0	\$ ————0	\$ ————0	\$ 112,000	Recreation Element—Obj. 1.4
4	Underground Electric Utilities	Property Taxes—General CIP	\$ 75,000	\$ ————0	\$ ————0	\$ ————0	\$ ————0	\$ 75,000	Recreation Element—Obj. 1.4
Total			\$1,625,000	\$ ————0	\$ ————0	\$ ————0	\$484,950	\$2,109,950	

Leisure Services Funding Schedule

8.E.c

Funding Source	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 18-23
Property Taxes—General CIP	\$ 75,000	\$ 0	\$ 0	\$ 0	\$484,950	\$ 559,950
Recreation Impact Fees	\$ 600,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 600,000
General Funds Reserves	\$ 438,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 438,000
ECHO	\$ 400,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 400,000
Property Taxes General Fund	\$ 112,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 112,000
Total	\$1,625,000	\$ 0	\$ 0	\$ 0	\$484,950	\$2,109,950

GOALS, OBJECTIVES AND POLICIES

Table B
Community Redevelopment
Capital Improvements Schedule
November, 2018

#	Project Description/Area	Funding Source	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 18-23	Relationship to Comprehensive Plan
Downtown									
4	Downtown: Cassen Park Public Dock	FIND	\$ 200,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 200,000	Recreation Element - Obj. 1.4
		TIF Reserves	\$ 400,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 400,000	
		Property Taxes - General TIF	\$ 550,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 550,000	
2	Downtown: Thompson Creek, Phase II	TPO Grant	\$ 0	\$ 0	\$ 499,875	\$ 0	\$ 0	\$ 499,875	Recreation Element - Obj. 1.4
		Property Taxes - TIF	\$ 0	\$ 0	\$ 166,625	\$ 0	\$ 0	\$ 166,625	Recreation Element - Obj. 1.4
3	Downtown: Upgrades and Improvements	Property Taxes - TIF	\$ 60,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 60,000	Recreation Element - Obj. 1.4
4	Downtown: Sidewalk Renovations	Property Taxes - General TIF	\$ 0	\$ 200,000	\$ 0	\$ 200,000	\$ 0	\$ 400,000	Recreation Element - Obj. 1.4
5	Downtown Stormwater Improvements	Property Taxes - TIF	\$ 0	\$ 710,000	\$ 100,000	\$ 0	\$ 0	\$ 810,000	Recreation Element - Obj. 1.4
		Total	\$1,210,000	\$910,000	\$7,665,000	\$200,000	\$ 0	\$3,086,500	

Community Redevelopment Funding Schedule

8.E.c

Funding Source	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 18-23
FIND	\$ 200,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 200,000
TIF Reserves	\$ 400,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 400,000
Property Taxes General TIF	\$ 550,000	\$200,000	\$ 0	\$200,000	\$ 0	\$ 950,000
TPO Grant	\$ 0	\$ 0	\$499,875	\$ 0	\$ 0	\$ 499,875
Property Taxes TIF	\$ 60,000	\$710,000	\$266,625	\$ 0	\$ 0	\$1,036,625
Total	\$1,210,000	\$910,000	\$766,500	\$200,000	\$ 0	\$3,086,500

GOALS, OBJECTIVES AND POLICIES

Table C
Utilities
Capital Improvements Schedule
November, 2018

#	Project Description/Area	Funding Source	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 18-23	Relationship to Comprehensive Plan
Stormwater Improvements									-
1	Strickland Creek Flood Resiliency Improvements	HMGP Grant	\$ ——— 0	\$ 825,000	\$8,250,000	\$ ——— 0	\$ ——— 0	\$ 9,075,000	Utilities Element —Objs. 1.1, 1.7, and 1.8
		Stormwater Charges	\$ ——— 0	\$ 275,000	\$2,750,000	\$ ——— 0	\$ ——— 0	\$ 3,025,000	
2	Stormwater Flap Gates	HMGP Grant	\$ ——— 0	\$1,050,000	\$ ——— 0	\$ ——— 0	\$ ——— 0	\$ 1,050,000	Utilities Element —Objs. 1.1, 1.7, and 1.8
		Stormwater Fees	\$ ——— 0	\$ 350,000	\$ ——— 0	\$ ——— 0	\$ ——— 0	\$ 350,000	
3	Stormwater Piping	Stormwater Charges	\$500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 2,500,000	Utilities Element —Objs. 1.1, 1.7, and 1.8
4	Stormwater Rebuild	Stormwater Charges	\$149,000	\$ ——— 0	\$ ——— 0	\$ ——— 0	\$ ——— 0	\$ 149,000	Utilities Element —Objs. 1.1, 1.7, and 1.8
5	Wilmette Avenue Pump Station	FEMA Grant	\$190,000	\$ ——— 0	\$ ——— 0	\$ ——— 0	\$ ——— 0	\$ 190,000	Utilities Element —Objs. 1.1, 1.7, and 1.8
		Stormwater Charges	\$ 90,000	\$ ——— 0	\$ ——— 0	\$ ——— 0	\$ ——— 0	\$ 90,000	
6	Fleming Avenue Storm Drain Improvements	FEMA Grant	\$429,750	\$ ——— 0	\$ ——— 0	\$ ——— 0	\$ ——— 0	\$ 429,750	Utilities Element —Objs. 1.1, 1.7, and 1.8
		Stormwater Charges	\$143,250	\$ ——— 0	\$ ——— 0	\$ ——— 0	\$ ——— 0	\$ 143,250	

#	Project Description/Area	Funding Source	FY 18-19	FY 19-20	FY 20-21	FY 22-22	FY 22-23	FY 18-23	Relationship to Comprehensive Plan
Waste Water System Expansion			-						-
7	South Peninsula Reclaimed Water Expansion Ph. 3	Wastewater Impact Fees	\$ — 0	\$ — 0	\$ 163,420	\$1,206,000	\$ — 0	\$1,369,420	Utilities Element —Objs. 1.1, 1.7, and 1.8
		SJRWMD Cooperative Funding Grant	\$ — 0	\$ — 0	\$ — 0	\$ 594,000	\$ — 0	\$ 594,000	
Wastewater Systems Improvements									
8	General Facility and System Upgrades	Water and Sewer Charges	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$1,000,000	Utilities Element —Objs. 1.1, 1.7, and 1.8
9	Lift Station Rehabilitation	Water and Sewer Charges	\$ — 0	\$ 300,000	\$ 60,000	\$ 400,000	\$ 60,000	\$ 820,000	Utilities Element —Objs. 1.1, 1.7, and 1.8
10	Pretreatment Effluent Pump (PEP) Replacement	Water and Sewer Charges	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$ 500,000	Utilities Element —Objs. 1.1, 1.7, and 1.8
11	Sanitary Sewer Force Main Upgrades	Water and Sewer Charges	\$200,000	\$ — 0	\$ — 0	\$ — 0	\$ — 0	\$ 200,000	Utilities Element —Objs. 1.1, 1.7, and 1.8
12	Sanitary Sewer Inflow Infiltration	Water and Sewer Charges	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$1,500,000	Utilities Element —Objs. 1.1, 1.7, and 1.8
13	Shadow Crossings Reuse Pump Facility Upgrades	Water & Sewer Charges	\$ 40,000	\$240,000	\$ — 0	\$ — 0	\$ — 0	\$ 280,000	Utilities Element —Objs. 1.1, 1.7, and 1.8

GOALS, OBJECTIVES AND POLICIES

#	Project Description/Area	Funding Source	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 18-23	Relationship to Comprehensive Plan
Water System Expansion									
14	Secondary Raw Water	Water Impact Fees	\$ 0	\$1,852,000	\$ 0	\$ 0	\$ 0	\$ 1,852,000	Utilities Element -Objs. 1.1, 1.7, and 1.8
Water System Improvements									
15	Citywide Meter Replacement	Water and Sewer Charges	\$ 294,000	\$ 298,000	\$ 298,000	\$ 301,000	\$ 306,000	\$ 1,497,000	Utilities Element -Objs. 1.1, 1.7, and 1.8
16	Meter Installation	Water and Sewer Charges	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 450,000	Utilities Element -Objs. 1.1, 1.7, and 1.8
17	N. US HWY 1 Forcemain Extension	Wastewater Impact Fees	\$ 132,000	\$1,315,000	\$ 0	\$ 0	\$ 0	\$ 1,447,000	Utilities Element -Objs. 1.1, 1.7, and 1.8
18	Water Storage Tank Repairs	Water and Sewer Charges	\$ 30,000	\$ 750,000	\$ 200,000	\$ 100,000	\$ 100,000	\$ 1,180,000	Utilities Element -Objs. 1.1, 1.7, and 1.8
19	Water Main Replacement	Water and Sewer Charges	\$ 0	\$ 0	\$ 500,000	\$ 0	\$ 0	\$ 500,000	Utilities Element -Objs. 1.1, 1.7, and 1.8
		Bond Proceeds	\$ 0	\$ 0	\$ 0	\$3,200,000	\$ 0	\$ 3,200,000	

#	Project Description/Area	Funding Source	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 18-23	Relationship to Comprehensive Plan
20	Water Storage Tank Repairs	Water and Sewer Charges	\$ 30,000	\$ 750,000	\$ 200,000	\$ 100,000	\$ 100,000	\$ 1,180,000	Utilities Element —Objs. 1.1, 1.7, and 1.8
21	WTP Lime Slaker and hypochlorite Feed	Bond Proceeds	\$1,000,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 1,000,000	Utilities Element —Objs. 1.1, 1.7, and 1.8
22	BWT Reclaimed Water Storage and Pumping Station	Wastewater Impact Fees	\$1,608,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 1,608,000	Utilities Element —Objs. 1.1, 1.7, and 1.8
		SJRWMD Coast Share Grant	\$ 792,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 792,000	
23	WTP Solids Handling Facility Upgrades	Bond Proceeds	\$1,200,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 1,200,000	Utilities Element —Objs. 1.1, 1.7, and 1.8
24	WWTP Sludge Dewatering Improvements	Bond Proceeds	\$1,700,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 1,700,000	Utilities Element —Objs. 1.1, 1.7, and 1.8
25	WTP LPRO Membrane Replacement	Bond Proceeds	\$ 524,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 524,000	Utilities Element —Objs. 1.1, 1.7, and 1.8
		Total	\$9,742,000	\$9,195,000	\$13,611,420	\$7,091,000	\$1,756,000	\$41,395,420	

GOALS, OBJECTIVES AND POLICIES

Utilities Funding Schedule

Funding Source	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 18-23
HMGP Grant	\$ 0	\$1,875,000	\$8,250,000	\$ 0	\$ 0	\$ 10,125,000
FEMA Grant	\$ 619,750	\$ 0	\$ 0	\$ 0	\$ 0	\$ 619,750
Stormwater Charges	\$ 882,250	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 6,257,250
Water and Sewer Charges	\$ 1,284,000	\$3,028,000	\$1,948,000	\$1,591,000	\$1,256,000	\$ 9,107,000
Waste Water Impact Fees	\$ 1,740,000	\$1,315,000	\$ 163,420	\$1,260,000	\$ 0	\$ 4,424,420
SJRWMD Grant	\$ 792,000	\$ 0	\$ 0	\$ 594,000	\$ 0	\$ 1,386,000
Water Impact Fees	\$ 0	\$1,852,000	\$ 0	\$ 0	\$ 0	\$ 1,852,000
Bond Proceeds	\$ 4,424,000	\$ 0	\$ 0	\$3,200,000	\$ 0	\$ 7,624,000
Total	\$9,742,000	\$9,195,000	\$13,611,420	\$7,091,000	\$1,756,000	\$ 41,395,420

Table D
Transportation
Capital Improvements Schedule
November, 2018

#	Project Description/Area	Funding Source	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 18-23	Relationship to Comprehensive Plan
1	Fluhart Drive Roundabouts	VTPO Grant	\$ ——— 0	\$ — 41,040	\$ 225,360	\$ ——— 0	\$ ——— 0	\$ 266,400	Transportation Element—Obj. 1.1
		Property Taxes —Transportation	\$ ——— 0	\$ — 4,560	\$ 25,040	\$ ——— 0	\$ ——— 0	\$ 29,600	
2	Railroad Crossing	Property Taxes —Transportation	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 375,000	Transportation Element—Obj. 1.1
3	Road Rehabilitation	Local Option Gas Tax	\$450,000	\$ 450,000	\$ 450,000	\$450,000	\$450,000	\$2,250,000	Transportation Element—Obj. 1.1
4	Street Light Maintenance	Property Taxes —Transportation	\$ ——— 0	\$ 24,000	\$ 23,000	\$ 22,000	\$ 20,000	\$ 89,000	Transportation Element—Obj. 1.1
6	Traffic Signal Maintenance	Property Taxes —Transportation	\$ ——— 0	\$ 80,000	\$ 67,000	\$ 78,000	\$ 75,000	\$ 300,000	Transportation Element—Obj. 1.1
7	Tomoka Elementary Connector Sidewalk	VTPO Grant	\$ ——— 0	\$ 106,920	\$ ——— 0	\$ ——— 0	\$ ——— 0	\$ 106,920	Transportation Element—Obj. 1.1
		Property Taxes —Transportation	\$ ——— 0	\$ 11,880	\$ ——— 0	\$ ——— 0	\$ ——— 0	\$ 11,880	
8	Williamson Blvd./Hand Ave. Pedestrian Improvements	VTPO Grant	\$ ——— 0	\$ 174,240	\$ ——— 0	\$ ——— 0	\$ ——— 0	\$ 174,240	Transportation Element—Obj. 1.1
		Property Taxes —Transportation	\$ ——— 0	\$ 19,360	\$ ——— 0	\$ ——— 0	\$ ——— 0	\$ 19,360	
		Total	\$525,000	\$ 987,000	\$ 865,400	\$625,000	\$620,000	\$3,622,400	

GOALS, OBJECTIVES AND POLICIES

Transportation Funding Schedule

Funding Source	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 18-23
VTPO	\$ 0	\$ 322,200	\$ 225,360	\$ 0	\$ 0	\$ 547,560
Property Taxes- Transportation	\$ 75,000	\$ 214,800	\$ 190,040	\$175,000	\$170,000	\$ 824,840
Local Option Gas Tax	\$450,000	\$ 450,000	\$ 450,000	\$450,000	\$450,000	\$2,250,000
Total	\$525,000	\$ 987,000	\$ 865,400	\$625,000	\$620,000	\$3,622,400

Table E
Volusia County School District Five-Year Work Program

2018/19 – 2022/23

Projection Description/Area	FY 18-2019	FY 19-2020	FY 20-2021	FY 21-2022	FY 22-2023
New Construction					
Chisholm Elm — Replacement	\$ 2,000,000	-	-	-	—
Deltona Middle — Master Plan	-	-	\$ 50,000,000	-	\$ 3,000,000
George Marks Elm — Master Plan	\$ 2,000,000	\$ 21,000,000	-	\$ 2,000,000	—
New Smyrna Beach Mid — Renovations and Addition	—	—	—	\$ 5,000,000	\$ 6,000,000
Osceola Elm — Master Plan	-	\$ 2,000,000	-	\$ 20,000,000	\$ 2,000,000
Tomoka Elm — Master Plan	—	—	—	\$ 2,000,000	\$ 25,000,000
Woodward Elm — Renovations and Additions	—	—	—	—	\$ 2,000,000
Total New Construction	\$ 4,000,000	\$ 23,000,000	\$ 50,000,000	\$ 29,000,000	\$ 38,000,000
-					
Major Projects at Existing Schools & Facilities					
Atlantic HS — Upgrade HVAC Bldgs. 9 and 10	—	\$ 390,000	—	—	—
Atlantic HS — Campus Wide Reroof	\$ 260,000	\$ 3,200,000	—	—	—
Atlantic HS — New Digital Marquee	\$ 100,000	—	—	—	—
Atlantic HS — Upgrade Fire Alarm and Intercom	\$ 1,000,000	—	—	—	—
Brewster Center — Replace South Low Roof	\$ 65,000	—	—	—	—
Brewster Center — Interior Renovations	—	—	—	\$ 300,000	—
Campbell Mid. HVC Unit Replacement	—	\$ 1,300,000	—	—	—
Charter School Capital Outlay from LCIF	—	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 2,000,000
Creekside Mid — Upgrade HVAC Bldgs 1,3,4,6,8 and 10	\$ 1,950,000	—	—	—	—
DeLand HS — Upgrade Auditorium Chiller Plant	\$ 600,000	—	—	—	—
DeLand HS — Upgrade LED Lighting Campus Wide	—	\$ 875,000	—	—	—
DeLand HS — Replace Gym Floors	\$ 200,000	—	—	—	—
DeLand HS — Upgrade Fire Alarm and Intercom	\$ 1,300,000	—	—	—	—
DeLand Warehouse Leases	\$ 105,060	\$ 107,161	\$ 109,304	\$ 111,490	—
Deltona HS — ADA Accessibility	—	\$ 2,000,000	—	—	—
Deltona Transportation — Site Improvements	—	—	—	\$ 1,500,000	—
Enterprise Elm — Renovations	—	—	—	—	\$ 6,000,000
Facilities Services — Upgrade Chiller Plant	—	\$ 750,000	—	—	—
Freedom Elm — Renovate Parent Loop/Parking	—	—	\$ 400,000	—	—

GOALS, OBJECTIVES AND POLICIES

Projection Description/Area	FY 18-2019	FY 19-2020	FY 20-2021	FY 21-2022	FY 22-2023
Galaxy Mid — Camps Wide Grounding	\$ 100,000	—	—	—	—
Galaxy Mid — Upgrade Door Hardware	—	\$ 700,000	—	—	—
Heritage Mid — HVAC Bldgs. 2, 3, 5, 6, and 9	\$ 1,800,000	—	—	—	—
High Banks Lrn Ctr — Renovate North Parking Lot	—	—	—	\$ 140,000	—
Hinson Mid — Campus Wide HVAC	—	—	—	\$ 1,300,000	—
Holly Hill School (K8) — Refinish Concrete Floors Bldg. 12	\$ 160,000	—	—	—	—
Holly Hill School (K8) — Replace Millwork Bldgs. 1-10	\$ 500,000	—	—	—	—
Mainland HS — LED Lighting Upgrade Campus Wide	\$ 650,000	—	—	—	—
New Smyrna Beach HS — Upgrade BAS Campus Wide	\$ 410,000	—	—	—	—
New Smyrna Beach HS — Upgrade Aud. Flooring & Seating	\$ 275,000	—	—	—	—
Pathways Elm — Expand Driveway Exit Lanes	\$ 100,000	—	—	—	—
Pine Ridge HS — Campus Wide Reroof	\$ 3,250,000	—	—	—	—
Pine Ridge HS — Upgrade HVAC Ceiling and Lighting Bldg. 8	\$ 1,900,000	—	—	—	—
Port Orange Elm — Repair Floor Joists, 2 nd Floor	\$ 70,000	—	—	—	—
Portables — Lease	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Portables — Moves & Compliance	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000
River Springs Mid — Elevated Walkway Repairs	\$ 100,000	—	—	—	—
Riverview Learning Center — Moisture Intrusion Stucco Repairs	\$ 150,000	—	—	—	—
R.J. Longstreet Elm — Metal Reroof Bldgs. 3-8	\$ 575,000	—	—	—	—
R.J. Longstreet Elm — Extend Parent Pickup Loop	\$ 400,000	—	—	—	—
Seabreeze HS — Reroof Media Center	\$ 200,000	—	—	—	—
Seabreeze HS — Replace Gym Floor	\$ 150,000	—	—	—	—
Seabreeze HS — Upgrade Chiller Water Plant	\$ 1,990,000	\$ 1,990,000	—	—	—
Spruce Creek Elm — Replace All Campus Windows	—	\$ 1,000,000	—	—	—
Starke Elem — Reroof Media Center	\$ 150,000	—	—	—	—
Starke Elem — Renovations	—	—	\$ 500,000	\$ 4,000,000	—
Sunrise Elm — Campus Wide Roof	—	\$ 1,200,000	—	—	—
Sunrise Elm — Replace Boiler and Piping	\$ 100,000	—	—	—	—
Westside Elm — Renovations and Additions	—	\$ 200,000	—	—	—
Various Schools — Infrastructure for Technology	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000
Various Schools — Media Center Retrofits	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Various Schools — Minor Projects	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000

Projection Description/Area	FY 18-2019	FY 19-2020	FY 20-2021	FY 21-2022	FY 22-2023
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Various Schools—Facilities Review Projects	—	\$ 11,000,000	\$ 11,000,000	\$ 11,000,000	\$ 11,000,000	8.E.c
Various Schools—Security	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	
Various Schools—High School Athletics	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	
Total Projects at Existing Schools and Facilities	\$ 26,810,060	\$ 36,212,161	\$ 21,709,304	\$ 30,751,490	\$ 26,700,000	
Facilities Management						
Facilities Management—Various Projects	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	
Total Facilities Management	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	
Technology						
Network EDP & Communication Equipment	\$ 9,000,000	\$ 9,000,000	\$ 9,000,000	\$ 9,000,000	\$ 9,000,000	
Total Facilities Management	\$ 9,000,000	\$ 9,000,000	\$ 9,000,000	\$ 9,000,000	\$ 9,000,000	
System-Wide Equipment & Vehicles						
Various Schools & Departments Furn. & Equip.	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	
Total System-Wide Equipment & Vehicles	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	
Buses						
Transportation Dept.—Bus Replacement	\$ 2,690,872	\$ 2,463,773	\$ 2,463,774	\$ 2,185,200	\$ 2,185,200	
Total Buses	\$ 2,690,872	\$ 2,463,773	\$ 2,463,774	\$ 2,185,200	\$ 2,185,200	
PROJECT TOTALS	\$ 46,000,932	\$ 74,175,934	\$ 86,673,077	\$ 74,436,690	\$ 79,385,200	
Transfers						
Transfers—To General Fund	\$ 8,245,831	\$ 6,554,431	\$ 4,554,431	\$ 4,604,458	\$ 3,637,895	
Transfers—To Debt Service	\$ 24,677,338	\$ 24,678,188	\$ 24,676,013	\$ 24,672,188	\$ 24,676,525	
Total Transfers	\$ 32,923,169	\$ 31,232,619	\$ 29,230,444	\$ 29,276,646	\$ 28,314,420	
GRAND TOTAL	\$ 78,924,101	\$105,408,553	\$115,903,521	\$103,713,336	\$107,699,620	

GOALS, OBJECTIVES AND POLICIES

Table F
2025 Transit Fee Revenues and Expenses
 November, 2018

Project Description	FY	Projected Total Cost
Revenue		
Transit Fee	2016-2025	\$175,000
Total Revenues		\$175,000
Multi-Modal Expenses		
SR 40 Corridor Frequency of service improvements from 1 hour headways to 30 minute headways (Operating)	2021-2025	\$ 65,000
US 1 Corridor Frequency of Service improvements from 1 hour headways to 30 minute headways (Operating)	2020-2024	\$ 80,000
A1A Corridor Frequency of service improvements from 1 hour headways to 15 minute headways (Operating)	2024-2025	\$ 30,000
Total Expenses		\$175,000

Note: Mobility Fee does not include those costs related to improvements that are to be paid for by other sources.

Table G
2025 Projected Non-Motorized Revenue and Expenditures
November, 2018

8.E.c

	FY	Projected Total Cost
Revenue		
Non-Motorized Fee	2016-2024	\$ 75,000
TIF	2016-2024	\$ 250,000
TPO Bike/Ped Funds	2016-2024	\$3,816,000
SunTrail Independent Trail	2016-2014	\$ 874,000
Total Revenues		\$5,005,000
Non-Motorized Expenses		
Forest Hills Connector	2018/19	\$ 646,000
Tomoka State Park — Phase II	2020/21	\$1,046,000
US 4	2021/22	\$ 281,000
Thompson Creek	2023/24	\$3,031,000
Total Expenses		\$5,005,000

GOALS, OBJECTIVES AND POLICIES

Table A
Leisure Services
Capital Improvements Schedule
November, 2020

#	Project Description/Area	Funding Source	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 20-25	Relationship to Comprehensive Plan
Community Parks									
1	CDBG Central Park playground	CDBG	\$129,803	\$0	\$0	\$0	\$0	\$129,803	Recreation Element - Obj. 1.4
2	Performing Arts Center Renovations	Donations	\$0	\$0	\$0	\$80,000	\$77,000	\$157,000	Recreation Element - Obj. 1.4
		ECHO					\$400,000	\$400,000	
		DB Racing District	\$0	\$0	\$0	\$0	\$50,000	\$50,000	
3	OBSC Access and Drainage	Property Taxes	\$0	\$0	\$0	\$0	\$484,950	\$484,950	Recreation Element - Obj. 1.4
Total			\$129,803	\$0	\$0	\$80,000	\$1,011,950	\$1,221,753	

Leisure Services Funding Schedule						
Funding Source	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 20-25
CDBG	\$129,803	\$0	\$0	\$0	\$0	\$129,803
Donations	\$0	\$0	\$0	\$80,000	\$77,000	\$157,000
ECHO Grant	\$0	\$0	\$0	\$0	\$400,000	\$400,000
Daytona Beach Racing District	\$0	\$0	\$0	\$0	\$50,000	\$50,000
Property Taxes	\$0	\$0	\$0	\$0	\$484,950	\$484,950
Total	\$129,803	\$0	\$0	\$80,000	\$1,011,950	\$1,221,753

Table B
Community Redevelopment
Capital Improvements Schedule
November, 2020

#	Project Description/Area	Funding Source	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 20-25	Relationship to Comprehensive Plan
Downtown									
1	Sidewalk renovations	Property taxes – TIF	\$600,000	\$700,000	\$100,000	\$0	\$0	\$1,400,000	Future Land Use Element – Goal 7
2	Traffic Calming	Property taxes – TIF	\$0	\$0	\$100,000	\$0	\$100,000	\$200,000	Future Land Use Element – Goal 7
3	Thompson Creek, Phase II	Property taxes – TIF	\$0	\$0	\$166,625	\$0	\$0	\$166,625	
		TPO Grant	\$0	\$0	\$499,875	\$0	\$0	\$499,875	
4	Water Taxi Infrastructure	Property taxes – TIF	\$0	\$0	\$205,000	\$0	\$0	\$205,000	Future Land Use Element – Goal 7
5	Stormwater Improvements	Property taxes – TIF	\$0	\$0	\$0	\$800,000	\$0	\$800,000	Future Land Use Element – Goal 7
		Stormwater charges	\$0	\$0	\$0	\$300,000	\$0	\$300,000	
		Total	\$600,000	\$700,000	\$1,071,500	\$1,100,000	\$100,000	\$3,571,000	

Leisure Services Funding Schedule

Funding Source	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 20-25
Property Taxes - General TIF	\$600,000	\$700,000	\$571,625	\$800,000	\$100,000	\$2,771,625
TPO grant	\$0	\$0	\$499,875	\$0	\$0	\$499,875
Stormwater charges	\$0	\$0	\$0	\$300,000	\$0	\$300,000
Total	\$600,000	\$700,000	\$1,071,500	\$1,100,000	\$100,000	\$3,571,500

GOALS, OBJECTIVES AND POLICIES

Table C
Stormwater
Capital Improvements Schedule
November, 2020

#	Project Description/Area	Funding Source	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 20-25	Relationship to Comprehensive Plan
Stormwater Improvements									
1	Stormwater Piping	Stormwater Charges	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000	Utilities Element - Objs. 1.1, 1.7, and 1.8
2	May 2009 Flood Study, Phase II	Construction	\$0	\$13,285,000	\$0	\$0	\$0	\$13,285,000	Utilities Element - Objs. 1.1, 1.7, and 1.8
		CEI	\$0	\$525,000	\$0	\$0	\$0	\$525,000	
3	Lisa Lake dredging	Dredging	\$0	\$0	\$0	\$0	\$1,133,000	\$1,246,300	Utilities Element - Objs. 1.1, 1.7, and 1.8
		Engineering & permitting	\$0	\$0	\$0	\$0	\$113,300	\$113,300	
Total			\$500,000	\$14,310,000	\$500,000	\$500,000	\$1,746,300	\$17,556,350	

Stormwater Funding Schedule						
Funding Source	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 20-25
Stormwater charges	\$500,000	\$3,952,513	\$500,000	\$500,000	\$500,000	\$5,952,513
HMGP grant	\$0	\$10,357,537	\$0	\$0	\$0	\$10,357,537
Special assessment	\$0	\$0	\$0	\$0	\$1,246,300	\$1,246,300
Total	\$500,000	\$14,310,050	\$500,000	\$500,000	\$1,746,300	\$17,556,350

Table D
Utilities
Capital Improvements Schedule
November, 2020

#	Project Description/Area	Funding Source	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 20-25	Relationship to Comprehensive Plan
Water Improvements									
1	Consumptive Use Permit Renewal	Water & Sewer charges	\$350,000	\$0	\$0	\$0	\$0	\$350,000	Utilities Element - Objs. 1.1, 1.7, and 1.8
2	Hudson Wellfield Expansion	Water & Sewer charges	\$0	\$300,000	\$2,300,000	\$0	\$0		Utilities Element - Objs. 1.1, 1.7, and 1.8
3	Secondary Raw Water Main	Water Impact Fees	\$2,384,175	\$0	\$0	\$0	\$0		Utilities Element - Objs. 1.1, 1.7, and 1.8
Water and Sewer Improvements									
4	General Facility and Systems Upgrades	Upgrades - Water 409221	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$875,000	Utilities Element - Objs. 1.1, 1.7, and 1.8
		Upgrades - Sewer 409222	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$875,000	
5	Utility Master Plan Update	Utility Master Plan & Rate Study	\$0	\$0	\$220,000	\$0	\$0		Utilities Element - Objs. 1.1, 1.7, and 1.8
Reclaim Water									
6	Reclaimed Water System Improvements	Water & Sewer charges	\$130,000	\$0	\$0	\$0	\$0	\$130,000	Utilities Element - Objs. 1.1, 1.7, and 1.8
7	New Reuse Ground Storage Tank	Water & Sewer Charges	\$0	\$0	\$0	\$385,000	\$0		Utilities Element - Objs. 1.1, 1.7, and 1.8
Total:			\$3,214,175	\$650,000	\$2,870,000	\$735,000	\$350,000	\$7,819,175	

GOALS, OBJECTIVES AND POLICIES

Table D
Utilities
Capital Improvements Schedule
November, 2020

<u>Funding Source</u>	<u>FY 20-21</u>	<u>FY 21-22</u>	<u>FY 22-23</u>	<u>FY 23-24</u>	<u>FY 24-25</u>	<u>FY 20-25</u>
<u>Water & Sewer charges</u>	<u>\$480,000</u>	<u>\$300,000</u>	<u>\$2,300,000</u>	<u>\$385,000</u>	<u>\$0</u>	<u>\$3,465,000</u>
<u>Upgrades-Water 4092221</u>	<u>\$175,000</u>	<u>\$175,000</u>	<u>\$175,000</u>	<u>\$175,000</u>	<u>\$175,000</u>	<u>\$875,000</u>
<u>Upgrades-Sewer 4092222</u>	<u>\$175,000</u>	<u>\$175,000</u>	<u>\$175,000</u>	<u>\$175,000</u>	<u>\$175,000</u>	<u>\$875,000</u>
<u>Utility Master Plan & Rate Study</u>	<u>\$0</u>	<u>\$0</u>	<u>\$220,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$220,000</u>
<u>Water Impact Fees</u>	<u>\$2,384,175</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$2,384,175</u>
<u>Total</u>	<u>\$3,214,175</u>	<u>\$650,000</u>	<u>\$2,870,000</u>	<u>\$735,000</u>	<u>\$350,000</u>	<u>\$7,819,175</u>

Table E
Transportation
Capital Improvements Schedule
November, 2020

#	Project Description/Area	Funding Source	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 20-25	Relationship to Comprehensive Plan
1	Business Park Drive, Phase II	FDOT	\$1,644,000	\$0	\$0	\$0	\$0	\$1,644,000	Future Land Use Element - Policy 1.4.3 and 8.2.2
		EC Fund Reserve	\$411,00	\$0	\$0	\$0	\$0	\$411,000	
2	Fluhart Drive Roundabouts	TPO Grant	\$50,940	\$0	\$279,900	\$0	\$0	\$330,840	Transportation Element - Obj. 1.4
		Transportation Fund Balance	\$5,660	\$0	\$31,100	\$0	\$0	\$36,760	Transportation Element - Obj. 1.1
3	Neighborhood Traffic Calming	Transportation Fund Balance	\$66,000	\$0	\$0	\$0	\$0	\$66,000	Transportation Element - Obj. 1.1
		Property Taxes – Transportation	\$0	\$50,000	\$50,000	\$50,000	\$50,000	\$200,000	Transportation Element - Obj. 1.1
4	US 1 North Sidewalk	TPO Grant	\$180,360	\$0	\$1,202,400	\$352,890	\$0	\$1,735,650	Transportation Element - Obj. 1.6 & 1.7
		Transportation Fund Balance	\$20,040	\$0	\$0	\$0	\$0	\$20,040	
		Property Taxes – Transportation	\$0	\$0	\$200,400	\$39,210	\$0	\$239,610	
5	Williamson/Hand Ave. Pedestrian Impr.	TPO Grant	\$180,000	\$0	\$0	\$0	\$0	\$180,000	Transportation Element - Obj. 1.6 & 1.7
		Transportation Fund Balance	\$65,000	\$0	\$0	\$0	\$0	\$65,000	
6	Doug Thomas Way Extension	Property Taxes – Transportation	\$0	\$792,000	\$0	\$0	\$0	\$792,000	Transportation Element - Obj. 1.1

GOALS, OBJECTIVES AND POLICIES

Table E
Transportation
Capital Improvements Schedule
November, 2020

#	Project Description/Area	Funding Source	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 20-25	Relationship to Comprehensive Plan
7	Pineland Trail Roadway Improvements	TPO Grant Funding	\$0	\$622,215	\$0	\$4,148,100	\$0	\$4,770,315	Transportation Element - Obj. 1.6 & 1.7
		Property Taxes – Transportation	\$0	\$69,135	\$0	\$321,800	\$0	\$390,935	
		Transportation Fund Balance	\$0	\$0	\$0	\$600,000	\$0	\$600,000	
8	Tomoka Elementary Connector Sidewalk	TPO Grant	\$0	\$189,000	\$0	\$0	\$0	\$189,900	Transportation Element - Obj. 1.6 & 1.7
		Property Taxes – Transportation	\$0	\$63,000	\$0	\$0	\$0	\$63,000	
9	Airport Access Roads – Phase 1	FDOT	\$491,855	\$0	\$0	\$0	\$0	\$491,855	Future Land Use Element - Policy 1.4.3 and 8.2.2
		General Fund Reserves	\$74,355	\$0	\$0	\$0	\$0	\$74,355	
Totals:			\$3,189,210	\$1,785,350	\$1,763,800	\$5,512,000	\$50,000	\$12,300,360	

Transportation Funding Schedule						
Funding Source	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 20-25
FDOT	\$2,135,855	\$0	\$0	\$0	\$0	\$2,135,855
EC Fund Reserve	\$411,000	\$0	\$0	\$0	\$0	\$411,000
TPO Grant	\$411,300	\$811,215	\$1,482,300	\$4,500,990	\$0	\$7,205,805
Transportation Fund Balance	\$156,700	\$0	\$31,100	\$600,000	\$0	\$787,800
Property taxes - transportation	\$0	\$974,135	\$250,400	\$411,010	\$50,000	\$1,685,545
General Fund Reserves	\$74,355	\$0	\$0	\$0	\$0	\$74,355
Total	\$3,189,210	\$1,785,350	\$1,763,800	\$5,512,000	\$50,000	\$12,300,360

Table F

Capital Five-Year Work Program

Projection Description/Area	BUDGET 2020-2021	BUDGET 2021-2022	BUDGET 2022-2023	BUDGET 2023-2024	BUDGET 2024-2025
Major Projects - New Construction					
Deltona Middle – Master Plan	\$ 2,000,000	-	-	-	-
New Smyrna Beach Mid – HVAC, Ceiling, Lighting and Flooring Campus Wide	\$ 17,000,000	-	-	-	-
Ortona and Osceola Elm – Master Plan	\$ 24,000,000	\$ 2,000,000	-	-	-
Woodward Elm – Renovations and Additions	\$ 2,000,000	\$ 17,000,000	\$ 1,500,000	-	-
Turie T. Small Elm – Master Plan	\$ 2,000,000	\$ 24,000,000	\$ 2,000,000	-	-
Tomoka Elm – Master Plan	-	\$ 2,000,000	\$ 26,000,000	\$ 2,000,000	-
Starke Elm – Renovations	-	\$ 650,000	\$ 6,500,000	\$ 500,000	-
Orange City Elm – Renovations and Classroom Addition	-	\$ 700,000	\$ 7,000,000	\$ 500,000	-
Spruce Creek HS – Renovations and Classroom Addition	-	\$ 2,000,000	\$ 8,000,000	\$ 5,000,000	\$ 1,000,000
Port Orange Elm – Renovations	-	-	\$ 500,000	\$ 5,000,000	\$ 500,000
McInnis Elm – Renovations and Administration Addition	-	-	\$ 650,000	\$ 6,500,000	\$ 500,000
Career Center	-	-	\$ 1,500,000	\$ 11,500,000	\$ 1,500,000
Read-Patillo Elm – Remodeling	-	-	-	\$ 700,000	\$ 7,000,000
Enterprise Elm – Remodeling	-	-	-	\$ 800,000	\$ 8,000,000
Ormond Beach Elm – Renovations	-	-	-	-	\$ 500,000
Silver Sands Mid – Additions and Remodeling	-	-	-	-	\$ 2,000,000
Total Major Projects – New Construction	\$47,000,000	\$48,350,000	\$53,650,000	\$32,500,000	\$21,000,000
Projects at Existing Schools and Facilities					
Atlantic HS – Upgrade HVAC Bldgs. 9 and 10, Ceiling, Lighting & Flooring, Replace Auditorium Flooring & Seating	-	\$ 2,200,000	-	-	-
Coronado Beach Elm – Structural Modifications to Bldg. 4	-	\$ 75,000	-	-	-
Brewster Center – Interior Renovations	-	\$ 3,000,000	-	-	-
Campbell Mid – CEP and Bldg. 3 HVAC Upgrade	\$ 1,900,000	-	-	-	-
Charter School – Capital Outlay from LCIF	-	-	-	-	-
Creekside Mid – Gutter Replacement	\$ 400,000	-	-	-	-
Creekside Mid – Fire Alarm Replacement	\$ 800,000	-	-	-	-
Creekside Mid – Upgrade HVAC Bldgs. 6,8 and New Chiller 1	\$ 1,850,000	-	-	-	-
DAC – Upgrade Data Center Backup Power	\$ 250,000	-	-	-	-
Debary Elm – Upgrade HVAC, Ceiling and Lighting Bldg.2	\$ 890,000	-	-	-	-
Debary Elm – New Parent Loop and Donald Smith Blvd Turn Lanes	\$ 1,000,000	-	-	-	-

GOALS, OBJECTIVES AND POLICIES

DeLand HS – Campus Wide Signage Upgrades	\$ 450,000	-	-	-	-
DeLand Warehouses – Leases	\$ 109,304	-	-	-	-
Deltona Lakes Elm – Upgrade HVAC, Ceiling and Lighting Bldgs. 5-7	\$ 1,900,000	-	-	-	-
DeLand HS – Intercom Replacement	\$ 200,000	-	-	-	-
Deltona HS – Parking Lot Tree Removal and Lighting Upgrade	-	\$ 600,000	-	-	-
Deltona Transportation - Site Improvements	-	\$ 1,500,000	-	-	-
Facilities Services – Garbage Truck Wash Station	-	\$ 400,000	-	-	-
Forest Lake Elm – Replace OAU and Duct Work	-	-	\$ 1,500,000	-	-
Friendship Elm – Replace Intercom	-	-	\$ 110,000	-	-
Galaxy Mid – Upgrade Parking Lots Poles and Lighting	\$ 165,000	-	-	-	-
Galaxy Mid – Upgrade Door Hardware	-	\$ 700,000	-	-	-
Heritage Mid – Upgrade HVAC,Ceiling & Lighting Bldg.3	-	\$ 1,950,000	-	-	-
Hinson Mid – CEP and Bldgs. 2 and 10 HVAC Upgrade	-	\$ 1,300,000	-	-	-
Indian River Elm – Upgrade HVAC,Ceiling and Lighting Bldgs. 2,3,4	-	\$ 1,750,000	-	-	-
Indian River Elm – Door Replacement Bldgs. 1 and 4	-	\$ 500,000	-	-	-
Mainland HS – Awning Repair	\$ 175,000	-	-	-	-
Mainland HS – Upgrade Chiller Plant	-	\$ 175,000	-	-	-
Manatee Cove Elm – Campus Wide Chiller Pipes	\$ 1,000,000	-	-	-	-
McInnis Elm – Potable Water and Sanitary Sewer	\$ 100,000	\$ 100,000	\$ 100,000	\$ 350,000	\$ 100,000
McInnis Elm – Media Center Retrofit	\$ 500,000	-	-	-	-
New Smyrna Beach Transportation – Refurbish Fuel Island	\$ 90,000	-	-	-	-
Ormond Beach Elm – Reroof Bldg.1	-	\$ 105,000	-	-	-
Ormond Beach Elm – Art Room Flooring, Ceiling and Lighting	\$ 90,000	-	-	-	-
Palm Terrace Elm – Replace Main Electrical Switchgear	\$ 245,000	-	-	-	-
Palm Terrace Elm – Fire Alarm Replacement	-	\$ 425,000	-	-	-
Palm Terrace Elm – Replace Roof	-	\$ 1,500,000	-	-	-
Pathways Elm – Replace Fire Alarm	-	-	\$ 450,000	-	-
Pine Ridge HS – Renovate Bldg. 4 HVAC Academy	-	-	-	-	-
Pine Ridge HS – Upgrade HVAC, Ceiling and Lighting Bldgs. 9 and 10	\$ 1,950,000	-	-	-	-
Pine Trail Elm – Intercom Replacement	-	-	\$ 150,000	-	-
Pine Trail Elm – Replace Gutter and Downspouts	-	\$ 230,000	-	-	-
Portables – Lease	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Portables – Moves & Compliance	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000
Port Orange Elm – Replace Fire Alarm	\$ 200,000	-	-	-	-

Port Orange Elm – Repair and Coat Roof Bldgs. 1 and 2	\$ 165,000	-	-	-	-
Port Orange Elm – Remodel Clinic and Office Toilet Rooms	-	-	\$ 150,000	-	-
Port Orange Elm – Parking Area	-	-	\$ 100,000	-	-
Riverview Learning Center – Upgrade Fire Alarm and Intercom	\$ 300,000	-	-	-	-
Riverview Learning Center – Replace HVAC Controls	\$ 40,000	-	-	-	-
Seabreeze HS – Intercom Replacement	-	\$ 250,000	-	-	-
Spruce Creek Elm – Replace Main Electrical Switchgear	\$ 800,000	-	-	-	-
Sugar Mill Elm – Intercom Replacement	-	-	\$ 250,000	-	-
Sugar Mill Elm – Replace Gutters and Downspouts	\$ 250,000	-	-	-	-
Sunrise Elm – Drainage Between Buildings	-	\$ 660,000	-	-	-
Sunrise Elm – Replace Underground Condenser Water Piping	\$ 450,000	-	-	-	-
Turie T. Small Elm – Replace Main Electrical Switchgear Bldg.7	\$ 200,000	-	-	-	-
Turie T. Small Elm – Media Center Retrofit	\$ 500,000	-	-	-	-
Timbercrest Elm – Replace Fresh Air Unit Bldg.7	\$ 100,000	-	-	-	-
Timbercrest Elm – Replace Loop Boiler	-	\$ 40,000	-	-	-
Tomoka Elm – Upgrade Intercom	\$ 150,000	-	-	-	-
University HS – Intercom Replacement	\$ 300,000	-	-	-	-
Various Schools – Infrastructure for Technology	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000
Various Schools – Minor Projects	\$ 3,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000
Various Schools – Pavilions	\$ 750,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000
Various Schools – Playgrounds	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000
Various Schools – Security	\$ 1,000,000	\$ 1,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
Various Schools – HS School Athletics	\$ 1,750,000	\$ 2,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000
Total Projects at Existing Schools and Facilities	\$ 25,069,304	\$ 25,860,000	\$ 13,210,000	\$ 10,750,000	\$ 10,500,000
Facilities Management					
Facilities Management – Various Projects	\$ 2,800,000	\$ 2,800,000	\$ 2,800,000	\$ 2,800,000	\$ 2,800,000
Total Facilities Management	\$ 2,800,000	\$ 2,800,000	\$ 2,800,000	\$ 2,800,000	\$ 2,800,000
Technology					
Network, EDP & Communications Equipment	\$ 9,000,000	\$ 9,000,000	\$ 9,000,000	\$ 9,000,000	\$ 9,000,000
Total Technology	\$ 9,000,000	\$ 9,000,000	\$ 9,000,000	\$ 9,000,000	\$ 9,000,000
System Wide Equipment and Vehicles					
Various Schools & Department Vehicles	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000
Various Schools & Department Furniture & Equipment	\$ 500,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Total System Wide Equipment and Vehicles	\$ 1,000,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000

GOALS, OBJECTIVES AND POLICIES

Buses					
Transportation Dept – Bus Replacement	\$ 2,297,900	\$ 2,319,200	\$ 2,319,200	\$ 2,319,200	\$ 2,319,200
Total Buses	\$ 2,297,900	\$ 2,319,200	\$ 2,319,200	\$ 2,319,200	\$ 2,319,200
PROJECT TOTALS	\$ 87,167,204	\$ 89,829,200	\$ 82,479,200	\$ 58,869,200	\$ 41,119,200
Transfers					
Transfers – To General Fund	\$ 10,115,133	\$ 8,224,948	\$ 5,258,385	\$ 4,999,812	\$ 4,349,812
Transfers – To Debt Service	\$ 45,813,263	\$ 49,127,688	\$ 49,134,275	\$ 49,136,375	\$ 38,300,138
Total Transfers	\$ 55,928,396	\$ 57,352,636	\$ 54,392,660	\$ 54,136,187	\$ 42,649,950
GRAND TOTAL	\$ 143,095,600	\$147,181,836	\$136,871,860	\$113,005,387	\$ 87,769,150

Table G
River to Sea Transportation Improvement Plan FY 2020/21 -2024/25

Capital Improvements Schedule, November, 2020

#	Project Description/Area	Funding Source	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 20-25
1	I-95 Interchange at SR5 (US1) PD&E	DDR (District Dedicated Revenue)	\$2,000,000					\$2,000,000
		DIH (State In-House Product Support)	\$50,000					\$50,000
2	SR40 Widening – PD&E – Breakaway Trails to Williamson Blvd.	DI (St-S/W Inter/Intrastate Hwy)			\$2,750,000			\$2,750,000
		DIH (State In-House Product Support)					\$40,000	\$40,000
		STED (Strategic Econ Cor)					\$595,000	\$595,000
3	SR A1A, Mast Arm at Cardinal Drive	SU (STP, Urban Areas)	\$1,922					\$1,922
		DIH (State In-House Product Support)	\$8,846					\$8,846
		DDR (District Dedicated Revenue)	\$36,342					\$36,342
4	SR A1A at Harvard Drive -traffic signal update	SU (STP, Urban Areas)	\$2,753					\$2,753
		DIH (State In-House Product Support)	\$28,008					\$28,008
		DDR (District Dedicated Revenue)	\$18,693					\$18,693
5	Division at FEC RR Crossing	RHP (Rail-Highway Crossings)	\$117,270					\$117,270
6	Landscaping I-95 Interchange at US1	DIH (State In-House Product Support)	\$62,950					\$62,950
7	I-95 Resurfacing, Dunn Avenue to Airport Road	ACNP (Advanced Construction NHPP)	\$14,386,282					\$14,386,282
8	SRA1A Resurfacing from N of SR 40 to N of Roberta Rd	DIH (State In-House Product Support)	\$10,000					\$10,000
		DDR (District Dedicated Revenue)	\$605,000					\$605,000
		DS (State Primary Highways and PTO)			\$3,143,025			\$3,143,025
		DIH (State In-House Product Support)			\$10,000			\$10,000
		DDR (District Dedicated Revenue)			\$837,692			\$837,692

GOALS, OBJECTIVES AND POLICIES

Table G								
River to Sea Transportation Improvement Plan FY 2020/21 -2024/25								
Capital Improvements Schedule, November, 2020								
#	Project Description/Area	Funding Source	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 20-25
9	SRA1A Resurfacing from Broadway St to Milsap	DIH (State In-House Product Support)	\$10,000					\$10,000
		DDR (District Dedicated Revenue)	\$1,503,000					\$1,503,000
		DS (State Primary Highways and PTO)			\$9,478,899			\$9,478,899
		DIH (State In-House Product Support)			\$10,000			\$10,000
		DDR (District Dedicated Revenue)			\$1,183,012			\$1,183,012
10	Votran Increase Headways Routes 3, 4, 7 and 11	DPTO (State PTO)	\$810,667	\$783,614	\$807,124	\$856,277	\$856,277	\$4,089,020
11	SR 40 Multi-Use Trail (CEI)	DIH (State In-House Product Support)	\$9,400					\$9,400
12	Williamson Blvd./Hand Ave Pedestrian Improvements	ACSU (Advance Construction)	\$2,000					\$2,000
13	SR A1A, Access Management Improvements – Milsap Drive to State Road 40	ACSS (Advance Construction)		\$2,138,631				\$2,138,631
14	SR 40 Mid-Block Crossing East of Lewis Street	DS (State Primary Highways and PTO)	\$52,500					\$52,500
15	SRA1A at Andy Romano Beach midblock crossing	DS (State Primary Highways and PTO)	\$20,000					\$20,000
Totals:			\$19,735,633	\$2,922,245	\$18,219,752	\$856,277	\$1,491,277	\$43,225,184

Ormond Beach Projects Funding Schedule						
<u>Funding Source</u>	<u>FY 20-21</u>	<u>FY 21-22</u>	<u>FY 22-23</u>	<u>FY 23-24</u>	<u>FY 24-25</u>	<u>FY 20-25</u>
DDR (District Dedicated Revenue)	\$2,605,000	-	\$837,692	-	-	\$3,442,692
DIH (State In-House Product Support)	\$179,204	-	\$20,000	-	\$40,000	\$239,204
DI (St-S/W Inter/Intrastate Hwy)	-	-	\$2,750,000	-	-	\$2,750,000
STED (Strategic Econ Cor)	-	-	-	-	\$595,000	\$595,000
SU (STP, Urban Areas)	\$4,675	-	-	-	-	\$4,675
DDR (District Dedicated Revenue)	\$1,558,035	-	\$1,183,012	-	-	\$2,741,047
RHP (Rail-Highway Crossings)	\$117,270	-	-	-	-	\$117,270
ACNP (Advanced Construction NHPP)	\$14,386,282	-	-	-	-	\$14,386,282
DS (State Primary Highways and PTO)	\$72,500	-	\$12,621,924	-	-	\$12,694,424
DPTO (State PTO)	\$810,667	\$783,614	\$807,124	\$856,277	\$856,277	\$4,113,959
ACSU (Advance Construction)	\$2,000	-	-	-	-	\$2,000
ACSS (Advance Construction)	-	\$2,138,631	-	-	-	\$2,138,631
<u>Total</u>	\$19,735,633	\$2,922,245	\$18,219,752	\$856,277	\$1,491,277	\$43,225,184

Attachment 2:

Capital Improvement Plan project sheets

Leisure Services capital projects

CAPITAL PROJECT DETAIL

PROJECT TITLE

CDBG Projects

PROJECT#

CDB21

CATEGORY

Beautification

FUND

301-General Improvement Fund

PROJECT LOCATION

Central Park

MANAGEMENT

Engineering

PROJECT SCOPE

Install New Playground at Central Park off of Fleming Avenue

JUSTIFICATION

This project is to replace the deteriorated playground equipment located within Central Park off of Fleming Avenue. The current equipment was installed in the late 90's and is beyond repair. This project will install new playground equipment for ages 5-12, benches, poured in place rubber surfacing, concrete curbing around the edge and new 5' sidewalk connection to existing.

PROJECT COST METHODOLOGY**EXPENDITURE**

	2020-21	2021-22	2022-23	2023-24	2024-25	Total 2020-21 to 2024-25	Other Requests without identified funding source
Fleming Playground	129,803	0	0	0	0	129,803	0
Total	129,803	0	0	0	0	129,803	0

REVENUE

	2020-21	2021-22	2022-23	2023-24	2024-25	Total 2020-21 to 2024-25	Other Requests without identified funding source
CDBG	129,803	0	0	0	0	129,803	0
Total	129,803	0	0	0	0	129,803	0

CAPITAL PROJECT DETAIL

PROJECT TITLE

Performing Arts Center Renovations

PROJECT#

CATEGORY

Facility Construction and Renovation

FUND

301-General Improvement Fund

PROJECT LOCATION

Performing Arts Center

MANAGEMENT

Leisure Services/ Engineering

PROJECT SCOPE

Renovating the lobby, box office, and the gallery of the Performing Arts Center.

JUSTIFICATION

The Performing Arts Center, located at 399 N. US 1 opened in 1991. Since opening, there has been no updates or renovations to the common areas of the building. The theatre seats 600 patrons in a stadium-styled setting. The venue hosts national, regional, and local theatrical entertainment. With the caliber of the programs changing, and the increased usage of the facility by residents and visitors, the Friends of the Performing Arts Center decided to move forward with a plan to renovate. The Leisure Services Advisory Board voted unanimously to make the Performing Arts Center renovations the first priority in the Capital Improvement Plan. The intention is to match the venue with the talent that performs at the Performing Arts Center.

To date, the Friends of the Performing Arts have expended \$6,213.96 for consulting fees and renderings. The hope is to apply for an Echo grant of \$400,000 and a grant from Daytona Beach Racing and Recreational Facilities of \$50,000. Through aggressive fundraising and donations, the goal is to match the money received from the Echo grant.

The proposed renovations will include updating the lobby, gallery, raising the handrails on the staircase to become ADA compliant, adding a donor wall, and the restrooms. There will be new furniture, artwork, and new window treatments.

PROJECT COST METHODOLOGY

Costs based on previous master plan update costs adjusted for inflation.

<u>EXPENDITURE</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>	<u>Total 2020-21 to 2024-25</u>	<u>Other Requests without identified funding source</u>
Design and permitting	0	0	0	80,000	0	80,000	0
Construction	0	0	0	0	527,000	527,000	0
Total	0	0	0	80,000	527,000	607,000	0

CAPITAL PROJECT DETAIL

PROJECT TITLE PROJECT#

Performing Arts Center Renovations

REVENUE	2020-21	2021-22	2022-23	2023-24	2024-25	Total 2020-21 to 2024-25	Other Requests without identified funding source
Donations	0	0	0	80,000	77,000	157,000	0
Echo Grant	0	0	0	0	400,000	400,000	0
Daytona Beach Racing and	0	0	0	0	50,000	50,000	0
Total	0	0	0	80,000	527,000	607,000	0

Attachment: Adopted CIP (4386 : Capital Improvement Plan FY 2020-21 to FY 2024-25)

CAPITAL PROJECT DETAIL

PROJECT TITLE

OBSC Access and Drainage

PROJECT#

NA

CATEGORY

Recreation and Cultural Facility Improvements

FUND

301-General Improvement Fund

PROJECT LOCATION

Ormond Beach Sports Complex

MANAGEMENT

Engineering

PROJECT SCOPE

Construct a perimeter drainage swale south of the Kiwanis Ball Field and a paved access road to the complex main office.

JUSTIFICATION

Currently the access road to the maintenance building and the offices require vehicular traffic through the internal portions of the sports complex. This has created an ongoing safety concern for both players and spectators who use the park. By increasing the water retention area and providing access to Doug Thomas Way for access to the maintenance building and office building, we would be increasing the playability of the Kiwanis field by preventing ongoing cancellations due to flooding while enhancing the safety of the children and patrons who use the park by preventing internal traffic through the park.

PROJECT COST METHODOLOGY

Unit pricing

<u>EXPENDITURE</u>	2020-21	2021-22	2022-23	2023-24	2024-25	Total 2020-21 to 2024-25	Other Requests without identified funding source
Enlarge and Interconnect ponds	0	0	0	0	211,700	211,700	0
Design	0	0	0	0	208,750	208,750	0
Relocate Utilities	0	0	0	0	64,500	64,500	0
Total	0	0	0	0	484,950	484,950	0

<u>REVENUE</u>	2020-21	2021-22	2022-23	2023-24	2024-25	Total 2020-21 to 2024-25	Other Requests without identified funding source
Property Taxes-General CIP	0	0	0	0	484,950	484,950	0
Total	0	0	0	0	484,950	484,950	0

Community Redevelopment capital projects

CAPITAL PROJECT DETAIL

PROJECT TITLE

Downtown: Sidewalk Renovations

PROJECT#

104064

CATEGORY

Community Redevelopment

FUND

104-TIF

PROJECT LOCATION

Downtown CRA

MANAGEMENT

Engineering

PROJECT SCOPE

Remove and replace the existing concrete paver banding in the sidewalk with new clay brick pavers. Phase I is within the River District, Phase II - Orchard Street to A1A

JUSTIFICATION

The existing concrete sidewalks and decorative paver banding was installed in 1991. A majority of the existing pavers have settled and need to be reset on a concrete base with mortar to prevent this from happening again. Most of the existing concrete pavers are faded, so since they are being removed to be reset, now is the time to replace them with new clay brick pavers that will never fade and/or require future replacement. The City has received numerous letters from the Florida Department of Transportation (FDOT) stating that the streetscape pavers need to be repaired due to endangerment to the health, safety & welfare to the public. The drawings will be designed in FY2019/20. The construction of the streetscape sidewalks from Orchard Street to A1A on the north and south sides will be repaired in FY2020/2021.

PROJECT COST METHODOLOGY

Cost is based on proposals received to repair the existing pavers during the Downtown Landscape Renovation project.

<u>EXPENDITURE</u>	2020-21	2021-22	2022-23	2023-24	2024-25	Total 2020-21 to 2024-25	Other Requests without identified funding source
Construction	600,000	700,000	100,000	0	0	1,400,000	0
Design	0	0	0	0	0	0	0
Total	600,000	700,000	100,000	0	0	1,400,000	0

<u>REVENUE</u>	2020-21	2021-22	2022-23	2023-24	2024-25	Total 2020-21 to 2024-25	Other Requests without identified funding source
Property Taxes-TIF	600,000	700,000	100,000	0	0	1,400,000	0
Total	600,000	700,000	100,000	0	0	1,400,000	0

CAPITAL PROJECT DETAIL

PROJECT TITLE

Downtown: Traffic calming

PROJECT#

CATEGORY

Community Redevelopment

FUND

104-TIF

PROJECT LOCATION

CRA

MANAGEMENT

Engineering/Planning

PROJECT SCOPE

Implement traffic calming techniques throughout the CRA, including side streets

JUSTIFICATION

A common theme throughout the Downtown master plan update was the need to provide additional traffic calming measures. Under the Sense of Place & Appearance theme in the master plan, traffic calming and walkability enhancements were identified top priorities. FY20-21 seeks the installation of four radar feed back signs, two at each end of the Granada Bridge. The item is budgeted as an outer year project with specific improvements to be determined in the capital year which the expenditures would occur.

PROJECT COST METHODOLOGY

<u>EXPENDITURE</u>	2020-21	2021-22	2022-23	2023-24	2024-25	Total 2020-21 to 2024-25	Other Requests without identified funding source
Traffic calming	0	0	100,000	0	100,000	200,000	0
Total	0	0	100,000	0	100,000	200,000	0

<u>REVENUE</u>	2020-21	2021-22	2022-23	2023-24	2024-25	Total 2020-21 to 2024-25	Other Requests without identified funding source
Property Taxes-TIF	0	0	100,000	0	100,000	200,000	0
Total	0	0	100,000	0	100,000	200,000	0

CAPITAL PROJECT DETAIL

PROJECT TITLE

Downtown: Thompson Creek, Phase II

PROJECT#

104046

CATEGORY

Community Redevelopment

FUND

104-TIF

PROJECT LOCATION

Thompson Creek

MANAGEMENT

Planning & Engineering

PROJECT SCOPE

10 foot wide multi-use path from Division to Wilmette.

JUSTIFICATION

The Thompson Creek Multi-Use path is contained in the adopted Downtown Plan and Multi-Modal Plan, and the proposed 2016 Bike Plan. The path is 6000 linear feet more or less of pavement and decking with a crossing at Granada Boulevard. The estimated cost using FDOT Long Range Estimates (LRE) is \$666,500. The City approved Resolution 2016-43 requesting a feasibility study from the River to Sea Transportation Planning Organization (R2CTPO). Estimated feasibility study cost is \$25,000. This project was submitted to the R2CTPO in 2012 but it has not been funded due to higher rated projects. At the suggestion of TPO staff, the project application was revised and resubmitted in order to get a higher ranking for the grant. The City will provide a match of at least 10% (\$2,500) but not to exceed 25% (\$6,250) of the estimated study costs.

PROJECT COST METHODOLOGY

This project is partly funded from TIF for the portion of the trail that runs from Wilmette Avenue to Division Avenue and remainder is funded from the River to Sea Transportation Planning Organization (R2CTPO). The proposed trail is 6,000 linear feet. The portion of the trail in the Downtown CRA is from Lincoln Avenue to Tomoka Avenue. Costs estimates were obtained by using FDOT LRE for bike facilities and comparing said costs to similar trail projects including SR 40 sidewalk project (Phase 1 and 3) and the Tomoka State Park Trail.

<u>EXPENDITURE</u>	2020-21	2021-22	2022-23	2023-24	2024-25	Total 2020-21 to 2024-25	Other Requests without identified funding source
Construction	0	0	666,500	0	0	666,500	0
Total	0	0	666,500	0	0	666,500	0

CAPITAL PROJECT DETAIL

PROJECT TITLE PROJECT#

Downtown: Thompson Creek, Phase II 104046

REVENUE	2020-21	2021-22	2022-23	2023-24	2024-25	Total 2020-21 to 2024-25	Other Requests without identified funding source
TPO Grant (pending)	0	0	499,875	0	0	499,875	0
Property Taxes-TIF	0	0	166,625	0	0	166,625	0
Total	0	0	666,500	0	0	666,500	0

Attachment: Adopted CIP (4386 : Capital Improvement Plan FY 2020-21 to FY 2024-25)

CAPITAL PROJECT DETAIL

PROJECT TITLE

PROJECT#

Downtown: Water taxi infrastructure

CATEGORY

FUND

Community Redevelopment

104-TIF

PROJECT LOCATION

MANAGEMENT

East side of Halifax River

Engineering/Planning

PROJECT SCOPE

Floating dock on east side of Halifax River to allow a water taxi to operate per Master plan.

JUSTIFICATION

The 2019 Downtown master plan update identified a need to provide alternative modes of transportation. The Transportation and Circulation element identified a priority of establishing a water taxi to connect the four corners parks and the bridge. The project seeks to add a floating dock to the east side of the Halifax River to allow a water taxi to operate during certain times such as special events.

PROJECT COST METHODOLOGY

Engineering staff estimate based upon the Cassen park floating dock.

EXPENDITURE

	2020-21	2021-22	2022-23	2023-24	2024-25	Total 2020-21 to 2024-25	Other Requests without identified funding source
Water taxi infrastructure	0	0	205,000	0	0	205,000	0
Total	0	0	205,000	0	0	205,000	0

REVENUE

	2020-21	2021-22	2022-23	2023-24	2024-25	Total 2020-21 to 2024-25	Other Requests without identified funding source
Property Taxes-TIF	0	0	205,000	0	0	205,000	0
Total	0	0	205,000	0	0	205,000	0

CAPITAL PROJECT DETAIL

PROJECT TITLE

Downtown: Stormwater Improvements

PROJECT#

104044

CATEGORY

Community Redevelopment

FUND

104-TIF

PROJECT LOCATION

Downtown CRA

MANAGEMENT

Engineering

PROJECT SCOPE

Implement recommendations of study for stormwater improvements

JUSTIFICATION

The 2007 adopted Downtown Master Plan (pages 15, 27, 31, 32) stated a need to evaluate storm water needs and implement a program of off-line retention where practical to support intensive redevelopment of existing sites. With the assistance of consultant, a Stormwater Master Plan for the Downtown CRA was developed which allowed for the issuance of a conceptual permit for work in the CRA being granted by the St. Johns River Water Management Project. Recent activity in redevelopment of the CRA indicates that the area that may receive the most and earliest impact from a construction project would be the River District, north of Granada and lying between North Beach Street and Ridgewood Avenue. Phase 1 of this project was budgeted and completed in the most recent FY allowing for stormwater treatment for future redevelopment of the north side of New Britain Avenue as well as the construction of a passive park on Lincoln Avenue. This second project involves the construction of an exfiltration system within the New Britain Right of way which provides treatment for the redevelopment of the New Britain Avenue roadway, as well as properties south of New Britain. Costs do not include the acquisition of property and/or easements however it is anticipated that providing credit in the form of stormwater capacity from the regional stormwater facility will offset a large portion of obtaining land rights. The proposed second project is proposed to occur in two phases with infrastructure construction scheduled to occur in the first phase (2018/19) and landscape and hardscape improvements to complete the project in its second phase (2019/2020).

PROJECT COST METHODOLOGY

Historic Cost Data (Lincoln Stormwater Park, Andy Romano Park / John Anderson Drive Improvements).

<u>EXPENDITURE</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>	<u>Total 2020-21 to 2024-25</u>	<u>Other Requests without identified funding source</u>
Construction -Phase 2	0	0	0	1,100,000	0	1,100,000	0
Total	0	0	0	1,100,000	0	1,100,000	0

CAPITAL PROJECT DETAIL

PROJECT TITLE

PROJECT#

Downtown: Stormwater Improvements

104044

REVENUE	2020-21	2021-22	2022-23	2023-24	2024-25	Total 2020-21 to 2024-25	Other Requests without identified funding source
Property Taxes-TIF	0	0	0	800,000	0	800,000	0
Stormwater Charges	0	0	0	300,000	0	300,000	0
Total	0	0	0	1,100,000	0	1,100,000	0

Attachment: Adopted CIP (4386 : Capital Improvement Plan FY 2020-21 to FY 2024-25)

Stormwater capital projects

CAPITAL PROJECT DETAIL

PROJECT TITLE

Stormwater Piping

PROJECT#

107154

CATEGORY

Stormwater Improvements

FUND

107-Stormwater

PROJECT LOCATION

Stormwater Service Areas

MANAGEMENT

Engineering

PROJECT SCOPE

Rehabilitation of existing corrugated metal storm piping throughout the City that has been identified as failing due to corrosion and age.

JUSTIFICATION

Much of the City's older stormwater piping, which was installed in excess of 25 years ago, was constructed with corrugated metal piping. This piping has surpassed its design life expectancy and in many areas of the City has significantly corroded, especially along the river outfalls. Rainfall runoff from recent hurricanes resulted in increased flows and debris being conveyed through these pipes which also significantly contributed to the pipe's deterioration. In order to reduce impacts to roads and the public, this project intends to rehabilitate the storm pipes utilizing no-dig slip lining technology.

PROJECT COST METHODOLOGY

Estimate has been based on unit pricing for cured in place PVC lining as obtained from recent quotations for lining projects.

<u>EXPENDITURE</u>	2020-21	2021-22	2022-23	2023-24	2024-25	Total 2020-21 to 2024-25	Other Requests without identified funding source
FY 2020-21 Construction	500,000	0	0	0	0	500,000	0
FY 2021-22 Construction	0	500,000	0	0	0	500,000	0
FY 2022-23 Construction	0	0	500,000	0	0	500,000	0
FY 2023-24 Construction	0	0	0	500,000	0	500,000	0
FY 2024-25 Construction	0	0	0	0	500,000	500,000	0
FY 2019-20 Construction	0	0	0	0	0	0	0
FY 2018-19 Construction	0	0	0	0	0	0	0
Total	500,000	500,000	500,000	500,000	500,000	2,500,000	0

CAPITAL PROJECT DETAIL

PROJECT TITLE

PROJECT#

Stormwater Piping

107154

REVENUE	2020-21	2021-22	2022-23	2023-24	2024-25	Total 2020-21 to 2024-25	Other Requests without identified funding source
Stormwater Charges	500,000	500,000	500,000	500,000	500,000	2,500,000	0
Total	500,000	500,000	500,000	500,000	500,000	2,500,000	0

Attachment: Adopted CIP (4386 : Capital Improvement Plan FY 2020-21 to FY 2024-25)

CAPITAL PROJECT DETAIL

PROJECT TITLE

May 2009 Flood Study - Phase II

PROJECT#

107140

CATEGORY

Stormwater Improvements

FUND

107-Stormwater

PROJECT LOCATION

Central Park Area

MANAGEMENT

Engineering

PROJECT SCOPE

This project expands on the Phase I improvements completed in 2013-14 to the Central Park Lake/Laurel Creek Drainage Basin Area. This includes the construction of a stormwater pumping station at Central Park off Fleming Ave, and discharge piping to the Halifax River.

JUSTIFICATION

During the May 2009 Storm significant flooding occurred which impacted roads and flooded homes throughout the City. Recommendations to improve the flooding were identified in a Stormwater Investigation Study which was presented to the City Commission. Phase I of the Study's recommended improvements have been completed. This Phase II provides for the increased pumping capacity to quickly drawdown the 5 interconnected lakes and discharge the stormwater to the Halifax River. FEMA approved the City's HMGP grant application and have awarded the project.

PROJECT COST METHODOLOGY

Costs were estimated during the grant application process.

<u>EXPENDITURE</u>	2020-21	2021-22	2022-23	2023-24	2024-25	Total 2020-21 to 2024-25	Other Requests without identified funding source
Construction	0	13,285,050	0	0	0	13,285,050	7,300,000
CEI	0	525,000	0	0	0	525,000	550,000
Total	0	13,810,050	0	0	0	13,810,050	7,850,000

<u>REVENUE</u>	2020-21	2021-22	2022-23	2023-24	2024-25	Total 2020-21 to 2024-25	Other Requests without identified funding source
HMGP Grant	0	10,357,537	0	0	0	10,357,537	7,850,000
Stormwater Charges	0	3,452,513	0	0	0	3,452,513	0
Total	0	13,810,050	0	0	0	13,810,050	7,850,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Lisa Lake Dredging

PROJECT#

107141

CATEGORY

Stormwater Improvements

FUND

107-Stormwater

PROJECT LOCATION

Canals in the area of Putnam Ave.

MANAGEMENT

Engineering

PROJECT SCOPE

The project involves the dredging of approximately two (2) feet of silt that has deposited within the canals north of Melrose Avenue and within the 5.8 acre waterway known as Lisa Lake.

JUSTIFICATION

The Lisa Lake waterway is a unique canal system within the City. Since its construction in 1959 the area has become a habitat for birthing and mating manatees. In addition, the area is utilized as habitat to a number of bird and wildlife species. Over the years, the canal system has degraded due to the accumulation of silt resulting from stormwater discharge from local stormwater collection systems that discharge into the canals. Some efforts have been made to reduce the silt deposition, namely the construction of a stormwater collection vortechnic structure at Melrose Avenue and a sediment baffle box on Sanchez Avenue. However, the canals have been impacted to the extent that there is little water depth in some of the basins. This has also affected the use of the waterways by adjacent property owners.

PROJECT COST METHODOLOGY

Cost estimate based on estimate provided by Dredging and Marine Consultants in 2013 with costs inflated to 2017 dollars.

<u>EXPENDITURE</u>	2020-21	2021-22	2022-23	2023-24	2024-25	Total 2020-21 to 2024-25	Other Requests without identified funding source
Dredging	0	0	0	0	1,133,000	1,133,000	550,000
Engineering & Permitting	0	0	0	0	113,300	113,300	90,000
Total	0	0	0	0	1,246,300	1,246,300	640,000

<u>REVENUE</u>	2020-21	2021-22	2022-23	2023-24	2024-25	Total 2020-21 to 2024-25	Other Requests without identified funding source
Special Assessment	0	0	0	0	1,246,300	1,246,300	640,000
Total	0	0	0	0	1,246,300	1,246,300	640,000

Utilities capital projects

CAPITAL PROJECT DETAIL

PROJECT TITLE

Consumptive Use Permit Renewal

PROJECT#

409244

CATEGORY

Water and Wastewater Improvements

FUND

409-Water and Wastewater R and R

PROJECT LOCATION**MANAGEMENT**

Engineering

PROJECT SCOPE

This project will include groundwater modeling and permitting activities necessary to renew the City's Consumptive Use Permit (CUP) and renegotiate the allowable withdrawal from City wells.

JUSTIFICATION

The January 2020 Western Service Area Master Plan Update prepared by Mead Hunt evaluated the raw water withdrawal from the City's wells and based on projected growth and expansion determined that the City will exceed permitted levels by the end of 2021. An update CUP with renegotiated limits is essential to the operation of the City's water supply.

PROJECT COST METHODOLOGY

Wester Service Area Master Plan Update

<u>EXPENDITURE</u>	2020-21	2021-22	2022-23	2023-24	2024-25	Total 2020-21 to 2024-25	Other Requests without identified funding source
Design	350,000	0	0	0	0	350,000	0
Total	350,000	0	0	0	0	350,000	0

<u>REVENUE</u>	2020-21	2021-22	2022-23	2023-24	2024-25	Total 2020-21 to 2024-25	Other Requests without identified funding source
Water & Sewer Charges	350,000	0	0	0	0	350,000	0
Total	350,000	0	0	0	0	350,000	0

CAPITAL PROJECT DETAIL

PROJECT TITLE

Hudson Wellfield Expansion

PROJECT#

435041

CATEGORY

Water and Wastewater Improvements

FUND

409-Water and Wastewater R and R

PROJECT LOCATION**MANAGEMENT**

Engineering

PROJECT SCOPE

Construction of three (3) additional wells within the Hudson Wellfield. Including one new power generator for all three wells.

JUSTIFICATION

The City's existing consumptive use permit included the construction of three new wells within the Hudson Wellfield. The three wells are estimated to pump 300 GPM resulting in an additional capacity of 1.29 MGD.

PROJECT COST METHODOLOGY

Updated Utility Master Plan

EXPENDITURE

	2020-21	2021-22	2022-23	2023-24	2024-25	Total 2020-21 to 2024-25	Other Requests without identified funding source
Design	0	300,000	0	0	0	300,000	255,000
Construction	0	0	2,300,000	0	0	2,300,000	2,100,000
Total	0	300,000	2,300,000	0	0	2,600,000	2,355,000

REVENUE

	2020-21	2021-22	2022-23	2023-24	2024-25	Total 2020-21 to 2024-25	Other Requests without identified funding source
Water & Sewer Charges	0	300,000	2,300,000	0	0	2,600,000	2,355,000
Total	0	300,000	2,300,000	0	0	2,600,000	2,355,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Secondary Raw Water Main

PROJECT#

434027

CATEGORY

Water and Wastewater Improvements

FUND

434-Water Impact Fees

PROJECT LOCATION**MANAGEMENT**

Engineering

PROJECT SCOPE

Construct a secondary 24" raw water main along SR40 from Hunters Ridge to Williamson Boulevard.

JUSTIFICATION

The City receives the majority of its raw water from the Hudson and Rima Ridge wellfields. Currently, there is a single 24" raw water main on SR40 which a significant vulnerability should the line be broken for any reason, A secondary redundant raw water main would enable the raw water flow to continue preventing a potential water shortage at the water treatment plant.

PROJECT COST METHODOLOGY

<u>EXPENDITURE</u>	2020-21	2021-22	2022-23	2023-24	2024-25	Total 2020-21 to 2024-25	Other Requests without identified funding source
Construction	2,384,175	0	0	0	0	2,384,175	0
Total	2,384,175	0	0	0	0	2,384,175	0

<u>REVENUE</u>	2020-21	2021-22	2022-23	2023-24	2024-25	Total 2020-21 to 2024-25	Other Requests without identified funding source
Water Impact Fees	2,384,175	0	0	0	0	2,384,175	0
Total	2,384,175	0	0	0	0	2,384,175	0

CAPITAL PROJECT DETAIL

PROJECT TITLE

General Facility and System Upgrades

PROJECT#

409221/409222

CATEGORY

Water and Wastewater Improvements

FUND

409-Water and Wastewater R and R

PROJECT LOCATION

MANAGEMENT

Utilities Division

PROJECT SCOPE

An annual allocation to fund a regular maintenance program for the water and wastewater plants and associated systems. Projects include equipment replacement such as remote lift stations, pump station, fermentation basins, post anoxic reactors, recycle pump station, clarifiers, sludge return pump building, filters and chlorine contact tank, chlorine storage, generator and control buildings, the centrifuge structure and safety components such as hand railings, non-skid grating and stairs.

JUSTIFICATION

In order for the City to remain reliable and efficient in the operation and maintenance of its water and wastewater system, a planned schedule of improvements and a commitment to investing in regular system improvements is necessary. Although many critical components in the WTP and WRF were replaced or upgraded with the Plant Rehabilitation Projects, additional annual periodic maintenance and equipment replacement needs arise and are anticipated due to the aggressive nature of the product treated and the corrosive environment where the plants are located. This budget request contains funding resources for replacement or repair of both the plants and remote collection system equipment and infrastructure.

PROJECT COST METHODOLOGY

Historical expenditures.

<u>EXPENDITURE</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>	<u>Total 2020-21 to 2024-25</u>	<u>Other Requests without identified funding source</u>
Upgrades-Water 409221	175,000	175,000	175,000	175,000	175,000	875,000	0
Upgrades-Wastewater 409222	175,000	175,000	175,000	175,000	175,000	875,000	0
Total	350,000	350,000	350,000	350,000	350,000	1,750,000	0

CAPITAL PROJECT DETAIL

PROJECT TITLE

PROJECT#

General Facility and System Upgrades

409221/409222

REVENUE	2020-21	2021-22	2022-23	2023-24	2024-25	Total 2020-21 to 2024-25	Other Requests without identified funding source
Water & Sewer Charges	350,000	350,000	350,000	350,000	350,000	1,750,000	0
Total	350,000	350,000	350,000	350,000	350,000	1,750,000	0

Attachment: Adopted CIP (4386 : Capital Improvement Plan FY 2020-21 to FY 2024-25)

CAPITAL PROJECT DETAIL

PROJECT TITLE

Utility Master Plan Update

PROJECT#

CATEGORY

Water and Wastewater Improvements

FUND

409-Water and Wastewater R and R

PROJECT LOCATION

MANAGEMENT

Engineering/Utilities

PROJECT SCOPE

Update to the Utility Master Plan including flow demands and projections, population projections, current system capacity and evaluation of improvements to the water, wastewater, and reuse systems, update of system models to identify deficiencies and recommend improvements, develop a schedule for future planning of CIP projects and required funding.

JUSTIFICATION

The Utility Master Plan provides a long term planning document which will identify the short, mid, and long range needs pertaining to the City's water and wastewater infrastructure. The most current comprehensive Utility Master Plan was completed in 2015. The plan was supplemented by a Western Service Area Master Plan Update initiated in 2019 and completed in 2020. Additionally, separate WTP & WRF Infrastructure Assessment Reports were completed in 2020 supplementing the latest Master Plan. Typically, comprehensive updates to the utility master plan are scheduled on a 5-10 year basis depending on development, population growths, and other needs that arise within the City's service area that impact the water and sewer infrastructure.

PROJECT COST METHODOLOGY

Costs based on previous master plan update costs adjusted for inflation.

<u>EXPENDITURE</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>	<u>Total 2020-21 to 2024-25</u>	<u>Other Requests without identified funding source</u>
Utility Master Plan & Rate Study	0	0	220,000	0	0	220,000	0
Total	0	0	220,000	0	0	220,000	0

CAPITAL PROJECT DETAIL

PROJECT TITLE PROJECT#

Utility Master Plan Update

REVENUE	2020-21	2021-22	2022-23	2023-24	2024-25	Total 2020-21 to 2024-25	Other Requests without identified funding source
Wastewater Impact Fees	0	0	110,000	0	0	110,000	0
Water Impact Fees	0	0	110,000	0	0	110,000	0
Total	0	0	220,000	0	0	220,000	0

Attachment: Adopted CIP (4386 : Capital Improvement Plan FY 2020-21 to FY 2024-25)

CAPITAL PROJECT DETAIL

PROJECT TITLE

Reclaimed Water System Improvement

PROJECT#

409247

CATEGORY

Water and Wastewater Improvements

FUND

409-Water and Wastewater R and R

PROJECT LOCATION**MANAGEMENT**

Engineering

PROJECT SCOPE

Augmentation Station and Automatic Control Valves

JUSTIFICATION

This project will provide additional capacity and control over reclaimed water system.

PROJECT COST METHODOLOGY

<u>EXPENDITURE</u>	2020-21	2021-22	2022-23	2023-24	2024-25	Total 2020-21 to 2024-25	Other Requests without identified funding source
Remote Operated Control Valves	95,000	0	0	0	0	95,000	0
Augmentation Station	35,000	0	0	0	0	35,000	0
Total	130,000	0	0	0	0	130,000	0

<u>REVENUE</u>	2020-21	2021-22	2022-23	2023-24	2024-25	Total 2020-21 to 2024-25	Other Requests without identified funding source
Water & Sewer Charges	130,000	0	0	0	0	130,000	0
Total	130,000	0	0	0	0	130,000	0

CAPITAL PROJECT DETAIL

PROJECT TITLE

New Reuse Ground Storage Tank

PROJECT#

CATEGORY

Water and Wastewater Improvements

FUND

409-Water and Wastewater R and R

PROJECT LOCATION

MANAGEMENT

Utilities

PROJECT SCOPE

Design and Construct new 2MG Reuse Ground Storage Tank at the WWTP

JUSTIFICATION

During time of minimal rainfall and high demand the Reuse Distribution system has difficulty in maintaining enough water to meet customer demand. The recent additions of Deer Creek and the South Peninsula have strained the current system to its limits. While the addition of nearly 1MG additional storage at Breakaway Trails will help in the maintenance of fire protection in the West Ormond area, additional storage is needed to maintain a consistent flow of reuse water to the other areas of the City. As the City continues to provide additional residents with this service, the lack of reuse storage will become a hindrance to meeting the City's obligations to provide reuse to all of its customers without promulgating changes through City Commission to implement mandatory water restrictions.

PROJECT COST METHODOLOGY

Engineer's estimate of probable cost.

<u>EXPENDITURE</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>	<u>Total 2020-21 to 2024-25</u>	<u>Other Requests without identified funding source</u>
Design	0	0	0	385,000	0	385,000	0
Total	0	0	0	385,000	0	385,000	0

<u>REVENUE</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>	<u>Total 2020-21 to 2024-25</u>	<u>Other Requests without identified funding source</u>
Water & Sewer Charges	0	0	0	385,000	0	385,000	0
Total	0	0	0	385,000	0	385,000	0

Transportation capital projects

CAPITAL PROJECT DETAIL

PROJECT TITLE

Business Park Drive Phase II

PROJECT#

110012

CATEGORY

Facilities Renewal and Replacement

FUND

110-Economic Development

PROJECT LOCATION

Airport Business Park

MANAGEMENT

Engineering

PROJECT SCOPE

Construction of a secondary access road from Pineland Trail to the City's Airport Business Park. The road will be designed to a collector standard roadway.

JUSTIFICATION

The Ormond Beach Airport Business Park is home to 32 businesses that consist of approximately 870,000 square feet of industrial space and 1,400 employees. Plans are underway by some of the existing businesses and by the City to increase the amount of industrial space and industrial lots over the next few years. All of the traffic generated by the business uses impacts the one entranceway that intersects Airport Road. Completion of this project is contingent upon obtaining the necessary proceeds, primarily from FDOT and the Florida Department of Economic Opportunity (DEO), for projects related to job creation on city-owned industrial land.

PROJECT COST METHODOLOGY

Consultant provided Engineer's cost estimate updated to current cost and scope of work.

<u>EXPENDITURE</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>	<u>Total 2020-21 to 2024-25</u>	<u>Other Requests without identified funding source</u>
Construction	1,890,000	0	0	0	0	1,890,000	0
CEI	165,000	0	0	0	0	165,000	0
Design	0	0	0	0	0	0	0
Total	2,055,000	0	0	0	0	2,055,000	0

CAPITAL PROJECT DETAIL

PROJECT TITLE

PROJECT#

Business Park Drive Phase II

110012

REVENUE	2020-21	2021-22	2022-23	2023-24	2024-25	Total 2020-21 to 2024-25	Other Requests without identified funding source
FDOT	1,644,000	0	0	0	0	1,644,000	0
ED Fund Reserves	411,000	0	0	0	0	411,000	0
Total	2,055,000	0	0	0	0	2,055,000	0

Attachment: Adopted CIP (4386 : Capital Improvement Plan FY 2020-21 to FY 2024-25)

CAPITAL PROJECT DETAIL

PROJECT TITLE

Fluhart Drive Roundabouts

PROJECT#

308222

CATEGORY

Transportation

FUND

308-Transportation

PROJECT LOCATION

Fluhart Drive and S. Halifax, Riverside Dr.

MANAGEMENT

Engineering

PROJECT SCOPE

Construction of mini roundabouts at the intersection of Fluhart Drive with South Halifax Drive and Riverside Drive

JUSTIFICATION

Fluhart Drive, specifically at its intersection with Riverside Drive, has long been a safety concern of the community. A historic review of traffic incidents along this roadway show disproportionate number of accidents compared to other roads in the City. This project stemming from a safety analysis of the intersection by the City's Transportation consultant would install two mini roundabouts, one where Fluhart Drive intersects with Riverside Drive and one at the intersection with South Halifax Drive, as a means of traffic calming and intersection control.

PROJECT COST METHODOLOGY

<u>EXPENDITURE</u>	2020-21	2021-22	2022-23	2023-24	2024-25	Total 2020-21 to 2024-25	Other Requests without identified funding source
Design	56,600	0	0	0	0	56,600	0
Construction	0	0	282,700	0	0	282,700	0
Construction Administration	0	0	28,300	0	0	28,300	0
Total	56,600	0	311,000	0	0	367,600	0

<u>REVENUE</u>	2020-21	2021-22	2022-23	2023-24	2024-25	Total 2020-21 to 2024-25	Other Requests without identified funding source
TPO Grant (pending)	50,940	0	279,900	0	0	330,840	0
Transportation Fund Balance	5,660	0	31,100	0	0	36,760	0
Total	56,600	0	311,000	0	0	367,600	0

CAPITAL PROJECT DETAIL

PROJECT TITLE

Neighborhood Traffic Calming

PROJECT#

308234

CATEGORY

Transportation

FUND

308-Transportation

PROJECT LOCATION

Citywide

MANAGEMENT

Engineering

PROJECT SCOPE

Installation of traffic calming devices on neighborhood streets as part of neighborhood traffic calming program

JUSTIFICATION

The issue of installing traffic calming measures within the City has been the topic of discussion in recent years. The basis of a neighborhood traffic calming program was presented to the City Commission that utilized a combination of mainly physical measures to reduce the negative effect of motorized vehicle use and improve conditions for non-motorized street users. Traffic calming measures have inherent advantages including the reduction of speed, increased safety, reduction of cut-through traffic, and enhancement of the street environment. This project provides for the initial implementation of a neighborhood traffic calming program and proposes the purchase and installation of speed tables for three qualified roads and the installation of radar feedback signs on two other roads.

The issue of installing traffic calming measures within the City has been the topic of discussion in recent years.

PROJECT COST METHODOLOGY

<u>EXPENDITURE</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>	<u>Total 2020-21 to 2024-25</u>	<u>Other Requests without identified funding source</u>
Speed Tables	36,000	0	0	0	0	36,000	0
Radar Feedback Signs	30,000	0	0	0	0	30,000	0
Traffic Calming Measures	0	50,000	50,000	50,000	50,000	200,000	0
Total	66,000	50,000	50,000	50,000	50,000	266,000	0

CAPITAL PROJECT DETAIL

PROJECT TITLE

PROJECT#

Neighborhood Traffic Calming

308234

REVENUE	2020-21	2021-22	2022-23	2023-24	2024-25	Total 2020-21 to 2024-25	Other Requests without identified funding source
Transportation Fund Balance	66,000	0	0	0	0	66,000	0
Property Taxes - Transportation	0	50,000	50,000	50,000	50,000	200,000	0
Total	66,000	50,000	50,000	50,000	50,000	266,000	0

Attachment: Adopted CIP (4386 : Capital Improvement Plan FY 2020-21 to FY 2024-25)

CAPITAL PROJECT DETAIL

PROJECT TITLE

US 1 North Sidewalk

PROJECT#

308236

CATEGORY

Transportation

FUND

308-Transportation

PROJECT LOCATION

North US 1 Between Wilmette Ave. and Broadway Av

MANAGEMENT

Engineering

PROJECT SCOPE

Construction of an eight foot wide sidewalk along US 1 in two phase connecting Wilmette Avenue, Nova Road, Airport Road, and Airport Road to Broadway Ave.

JUSTIFICATION

The Florida Department of Transportation working with the River to Sea TPO completed a report for the US 1 Corridor Improvement Program in April, 2014. A component in this report is the construction of a connecting sidewalk along US 1, north from Wilmette Avenue connecting northern areas to the central City core. This project proposes extending sidewalk to the northern City Limits in a phase project. In Phase 1, a connection is proposed that connects Wilmette Avenue to Nova Road, across the Tomoka River, and to Airport Road for use by pedestrians and bicyclists. Phase 2 continues this project extending northerly from Airport Road, connecting Hull Road, and Broadway Avenue. Design and construction of Phase 1, and design of Phase 2 will occur within this five year period, construction of Phase 2 would be planned in year 6.

PROJECT COST METHODOLOGY

<u>EXPENDITURE</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>	<u>Total 2020-21 to 2024-25</u>	<u>Other Requests without identified funding source</u>
Design	200,400	0	0	392,100	0	592,500	0
Construction	0	0	1,336,000	0	0	1,336,000	0
Construction Admin/ Engineering	0	0	66,800	0	0	66,800	0
Total	200,400	0	1,402,800	392,100	0	1,995,300	0

CAPITAL PROJECT DETAIL

PROJECT TITLE

PROJECT#

US 1 North Sidewalk

308236

REVENUE	2020-21	2021-22	2022-23	2023-24	2024-25	Total 2020-21 to 2024-25	Other Requests without identified funding source
TPO Grant (pending)	180,360	0	1,202,400	352,890	0	1,735,650	0
Transportation Fund Balance	20,040	0	0	0	0	20,040	0
Property Taxes - Transportation	0	0	200,400	39,210	0	239,610	0
Total	200,400	0	1,402,800	392,100	0	1,995,300	0

Attachment: Adopted CIP (4386 : Capital Improvement Plan FY 2020-21 to FY 2024-25)

CAPITAL PROJECT DETAIL

PROJECT TITLE

Williamson/Hand Ave. Pedestrian Impr

PROJECT#

308121

CATEGORY

Transportation

FUND

308-Transportation

PROJECT LOCATION

Williamson Blvd.

MANAGEMENT

Engineering

PROJECT SCOPE

Construction of pedestrian crosswalk facilities at the intersection of Hand Avenue with Williamson Blvd. along with additional sidewalk along Williamson Blvd.

JUSTIFICATION

The Intersection of Williamson Blvd with Hand Avenue currently is operating without crosswalks and pedestrian crossing signals. The relocation of Florida Hospital to this area has brought an increase in development activities in recent years, which will likely continue with additional residential and commercial properties. Interested residents, including those with special needs, have been in contact with the City in an effort to address deficiencies in pedestrian facilities connecting residential communities to commercial and public properties. This project involves an upgrade to the traffic signal at Williamson Blvd. and Hand Avenue to accommodate pedestrians, as well as the connection of currently disconnected sidewalk segments.

PROJECT COST METHODOLOGY

Historic Bid Data

<u>EXPENDITURE</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>	<u>Total 2020-21 to 2024-25</u>	<u>Other Requests without identified funding source</u>
Construction	200,000	0	0	0	0	200,000	0
Engineering / CA / Inspection	45,000	0	0	0	0	45,000	0
Design	0	0	0	0	0	0	0
Total	245,000	0	0	0	0	245,000	0

CAPITAL PROJECT DETAIL

PROJECT TITLE PROJECT#

Williamson/Hand Ave. Pedestrian Impr 308121

REVENUE	2020-21	2021-22	2022-23	2023-24	2024-25	Total 2020-21 to 2024-25	Other Requests without identified funding source
TPO Grant (pending)	180,000	0	0	0	0	180,000	0
Transportation Fund Balance	65,000	0	0	0	0	65,000	0
Total	245,000	0	0	0	0	245,000	0

Attachment: Adopted CIP (4386 : Capital Improvement Plan FY 2020-21 to FY 2024-25)

CAPITAL PROJECT DETAIL

PROJECT TITLE

Doug Thomas Way Extension

PROJECT#

308231

CATEGORY

Transportation

FUND

308-Transportation

PROJECT LOCATION

Ormond Beach Sports Complex

MANAGEMENT

Engineering

PROJECT SCOPE

Extend approximately 2,150 feet of two-way paved roadway from Harmony Ave to Hull Rd behind fields 9 through 12.

JUSTIFICATION

Improve park access convenience. It would also provide a continuous loop road within the facility that would allow bikers, walkers and joggers to exercise within the confines of the park. It will allow visitors to access all amenities within the park without leaving the park.

PROJECT COST METHODOLOGY

Similar projects recent bids

EXPENDITURE

	2020-21	2021-22	2022-23	2023-24	2024-25	Total 2020-21 to 2024-25	Other Requests without identified funding source
Construction	0	792,000	0	0	0	792,000	0
Design	0	0	0	0	0	0	0
Total	0	792,000	0	0	0	792,000	0

REVENUE

	2020-21	2021-22	2022-23	2023-24	2024-25	Total 2020-21 to 2024-25	Other Requests without identified funding source
Property Taxes-Transportation	0	792,000	0	0	0	792,000	0
Total	0	792,000	0	0	0	792,000	0

CAPITAL PROJECT DETAIL

PROJECT TITLE

Pineland Trail Roadway Improvements

PROJECT#

CATEGORY

Transportation

FUND

308-Transportation

PROJECT LOCATION

Pineland Trail (Airport Road to Broadway)

MANAGEMENT

Engineering

PROJECT SCOPE

Reconstruction of Pineland Trail to City Roadway Standards, upgrade of roadway drainage facilities, construction of mixed use path along roadway.

JUSTIFICATION

Pineland Trail was originally constructed by Volusia County. Although recent paving projects have improved the drivability of This project will bring this roadway, designated as a Minor Arterial Roadway, up to City Standard roadway conditions. Development activity in this area, including the construction of Security First property at Ormond Crossings and the proposed extension of Business Park Drive would increase use of this roadway as an important north-south roadway within the City of Ormond Beach. Improving drainage facilities in this corridor provides an additional benefit for the properties along Pineland Trail, and the construction of a mixed use path further promotes the City's Trail network by providing access to the Ormond Beach Sports Complex facilities from Airport Road and future sidewalk along US 1.

PROJECT COST METHODOLOGY

Estimates are base upon unit pricing from recent bids of similar roadway projects within the City.

<u>EXPENDITURE</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>	<u>Total 2020-21 to 2024-25</u>	<u>Other Requests without identified funding source</u>
Design	0	691,350	0	0	0	691,350	0
Construction	0	0	0	4,609,000	0	4,609,000	0
Construction Admin/Engineering	0	0	0	460,900	0	460,900	0
Total	0	691,350	0	5,069,900	0	5,761,250	0

CAPITAL PROJECT DETAIL

PROJECT TITLE PROJECT#

Pineland Trail Roadway Improvements

REVENUE	2020-21	2021-22	2022-23	2023-24	2024-25	Total 2020-21 to 2024-25	Other Requests without identified funding source
River to Sea TPO Grant Funding	0	622,215	0	4,148,100	0	4,770,315	0
Property Taxes-Transportation	0	69,135	0	321,800	0	390,935	0
Transportation Fund Balance	0	0	0	600,000	0	600,000	0
Total	0	691,350	0	5,069,900	0	5,761,250	0

Attachment: Adopted CIP (4386 : Capital Improvement Plan FY 2020-21 to FY 2024-25)

CAPITAL PROJECT DETAIL

PROJECT TITLE

Tomoka Elementary Connector Sidewalk

PROJECT#

308122

CATEGORY

Transportation

FUND

308-Transportation

PROJECT LOCATION

Old Tomoka Road

MANAGEMENT

Engineering

PROJECT SCOPE

Construction of a sidewalk and pedestrian crosswalk facilities at Tomoka Elementary

JUSTIFICATION

Improvements along Old Tomoka Road were originally recommended in the Tomoka Elementary School Bicycle and Pedestrian School Safety Review Study prepared for the Volusia County MPO in November, 2008. These improvements consist of 2,200 lineal feet of five foot wide sidewalk on the north side of Old Tomoka Road as well as crosswalk improvements; completion of this project will increase pedestrian safety along Old Tomoka Road, define automobile corridors, and provide continuity from the Forest Hills Connector Trail. Costs are based upon historic pricing for recent sidewalk projects within the City. With Resolution 2016-48, the City Commission approved submittal of a Bicycle / Pedestrian Grant to the River to Sea TPO for the construction of this project, the City will provide a match of at least 10% of the total project costs through in house design services.

PROJECT COST METHODOLOGY

Historic Cost Data

<u>EXPENDITURE</u>	2020-21	2021-22	2022-23	2023-24	2024-25	Total 2020-21 to 2024-25	Other Requests without identified funding source
Construction	0	210,000	0	0	0	210,000	0
Engineering, CA, Inspection	0	42,000	0	0	0	42,000	0
Total	0	252,000	0	0	0	252,000	0

<u>REVENUE</u>	2020-21	2021-22	2022-23	2023-24	2024-25	Total 2020-21 to 2024-25	Other Requests without identified funding source
TPO Grant (pending)	0	189,000	0	0	0	189,000	0
Property Taxes-Transportation	0	63,000	0	0	0	63,000	0
Total	0	252,000	0	0	0	252,000	0

CAPITAL PROJECT DETAIL

PROJECT TITLE

Airport Access Roads - Phase 1

PROJECT#

108066

CATEGORY

Airport Improvements

FUND

108-Airport

PROJECT LOCATION

Airport

MANAGEMENT

Engineering

PROJECT SCOPE

This project consists of property acquisition, design, drainage permitting, engineering and construction work required to extend Tower Circle East, Signal Avenue and associated utilities from the Airport Business Park into the southwest quadrant of the airport.

JUSTIFICATION

These access roads, along with water and sewer utilities, are essential infrastructure components necessary to develop, market and lease lots in the southwest quad of the airport, which will provide additional lease revenue to the airport and create value-added jobs. The southwest quadrant of the airport is currently inaccessible by ground vehicles via existing ingress and egress routes at the airport or the Airport Business Park. Successful development of the southwest quadrant will require such access, and will benefit both the airport and the business park by affording co-location of airside and non-airside business parcels. This project will also extend utilities from the business park into the southwest quadrant. Acquisition by the airport of approximately 0.6 acres of business park property will be required in order to accommodate these access roads, which the property owners have agreed to donate to the City.

PROJECT COST METHODOLOGY

The City Engineering Department has provided initial cost estimates for this project, which have been adjusted to 2019 values.

<u>EXPENDITURE</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>	<u>Total 2020-21 to 2024-25</u>	<u>Other Requests without identified funding source</u>
Construction	491,855	0	0	0	0	491,855	0
CEI	55,000	0	0	0	0	55,000	0
Permitting, Relocation	0	0	0	0	0	0	0
Design & Engineering	0	0	0	0	0	0	0
Total	546,855	0	0	0	0	546,855	0

CAPITAL PROJECT DETAIL

PROJECT TITLE

PROJECT#

Airport Access Roads - Phase 1

108066

REVENUE	2020-21	2021-22	2022-23	2023-24	2024-25	Total 2020-21 to 2024-25	Other Requests without identified funding source
FDOT	472,500	0	0	0	0	472,500	0
General Fund Reserves	74,355	0	0	0	0	74,355	0
Total	546,855	0	0	0	0	546,855	0

Attachment: Adopted CIP (4386 : Capital Improvement Plan FY 2020-21 to FY 2024-25)

River to Sea TPO capital projects

4197722

I-95 INTERCHANGE AT SR 5 (US 1)

SIS



Work Summary: PD&E/EMO STUDY **From:**
To:
Lead Agency: Managed by FDOT **Length:** 1.000

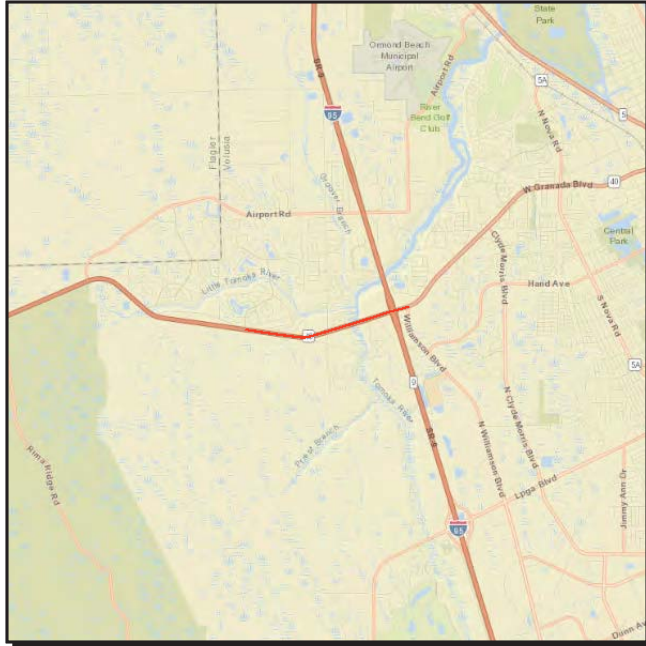
Phase	Fund Source	2020/21	2021/22	2022/23	2023/24	2024/25	Total
PDE	DDR	2,000,000	0	0	0	0	2,000,000
PDE	DIH	50,000	0	0	0	0	50,000
Total		2,050,000	0	0	0	0	2,050,000

Prior Cost < 2020/21: 10,000
Future Cost > 2024/25: 0
Total Project Cost: 2,060,000
Project Description: PD&E Study for Interchange improvements at I-95 and US 1. (Reference 2040 Long Range Transportation Plan, table 28 on pg 67.)

4289471

SR 40 Widening

SIS



Work Summary: PD&E/EMO STUDY **From:** Breakaway Trails

To: Williamson Blvd

Lead Agency: Florida Department of Transportation **Length:** 2.460 miles

Phase	Fund Source	2020/21	2021/22	2022/23	2023/24	2024/25	Total
PE	DI	0	0	2,750,000	0	0	2,750,000
ROW	DIH	0	0	0	0	40,000	40,000
ROW	STED	0	0	0	0	595,000	595,000
Total		0	0	2,750,000	0	635,000	3,385,000

Prior Cost < 2020/21: 587,453

Future Cost > 2024/25: 5,321,830

Total Project Cost: 9,294,283

Project Description: PD&E/EMO Study for the six-lane of SR 40 from Breakaway Trail to Williamson Blvd. This facility provides direct access to I-95 and into the Ormond Beach area. It supports needed safety improvements, growth, and development in the area. The total project cost is estimated to be approximately \$33,900,000. The construction cost is estimated to be approximately \$22,990,000, and Right of Way cost is \$7,430,000, ENV Cost is \$130,000. PE cost is \$2,750,000, programmed in FY 2022/23. This project primarily supports efforts to meet the adopted targets for Travel Time Reliability/System Performance. (Reference 2040 LRTP, table 28 on pg 67.)

4380171

SR A1A at Harvard Drive

Non-SIS



Work Summary: TRAFFIC SIGNAL UPDATE
From: at Harvard Drive
To:
Lead Agency: Florida Department of Transportation
Length: 0.023 mile

Phase	Fund Source	2020/21	2021/22	2022/23	2023/24	2024/25	Total
PE	SU	2,753	0	0	0	0	2,753
CST	SU	28,008	0	0	0	0	28,008
CST	DDR	18,683	0	0	0	0	18,683
Total		49,444	0	0	0	0	49,444

Prior Cost < 2020/21: 991,787

Future Cost > 2024/25: 0

Total Project Cost: 1,041,231

Project Description: Upgrade existing traffic signal support system to mast arms on SR A1A at Harvard Drive. This project primarily supports efforts to meet the adopted targets for Travel Time Reliability/System Performance. (Reference 2040 Long Range Transportation Plan, pages 10-12, 63 and table 31 on pg 72.)

4467691

Division Ave at FEC RR Crossing # 271922M

Non-SIS



Work Summary: RAIL SAFETY PROJECT **From:** Division Avenue
To: @ FEC RR Crossing # 271922M
Lead Agency: Managed by FDOT **Length:** .001

Phase	Fund Source	2020/21	2021/22	2022/23	2023/24	2024/25	Total
RRU	RHP	117,270	0	0	0	0	117,270
Total		117,270	0	0	0	0	117,270

Prior Cost < 2020/21: 0

Future Cost > 2024/25: 0

Total Project Cost: 117,270

Project Description: FEC RR Crossing # 271922M at Division Ave in Ormond Beach - Install railroad event recorder, generator case, Constant Warning Time, and six LEDs. (Reference 2040 Long Range Transportation Plan, pages 10-12, 63, and table 31 on pg 72)

4354691

Landscaping I-95 Interchange at US 1

SIS



Work Summary: LANDSCAPING From: at US 1

To:

Lead Agency: Florida Department of Transportation

Length: 8.068 miles

Phase	Fund Source	2020/21	2021/22	2022/23	2023/24	2024/25	Total
CEI	DIH	62,950	0	0	0	0	62,950
Total		62,950	0	0	0	0	62,950

Prior Cost < 2020/21: 948,477

Future Cost > 2024/25: 0

Total Project Cost: 1,011,427

Project Description: Landscaping at the I-95/US 1 interchange(Reference 2040 Long Range Transportation Plan, pgs 10, 11, 85, table 31 on pg. 73.)

4411331

I-95/SR 9 from South of Dunn Avenue to Airport Road

SIS



Work Summary: RESURFACING **From:** South of Dunn Avenue

To: Airport Road

Lead Agency: Florida Department of Transportation

Phase	Fund Source	2020/21	2021/22	2022/23	2023/24	2024/25	Total
CST	ACNP	14,386,282	0	0	0	0	14,386,282
Total		14,386,282	0	0	0	0	14,386,282

Prior Cost < 2020/21: 353,703

Future Cost > 2024/25: 0

Total Project Cost: 14,739,985

Project Description: Resurface I-95/SR 9 from S. of Dunn Avenue to Airport Road. (Reference 2040 Long Range Transportation Plan, page 63.)

4428741

SR A1A Resurfacing from N of SR 40 to N of Roberta Rd

Non-SIS



Work Summary:		RESURFACING		From:	North of SR 40		
				To:	North of Roberta Road		
Lead Agency:		Managed by FDOT		Length:	3.126		
Phase	Fund Source	2020/21	2021/22	2022/23	2023/24	2024/25	Total
PE	DIH	10,000	0	0	0	0	10,000
PE	DDR	605,000	0	0	0	0	605,000
CST	DS	0	0	3,143,025	0	0	3,143,025
CST	DIH	0	0	10,000	0	0	10,000
CST	DDR	0	0	837,692	0	0	837,692
Total		615,000	0	3,990,717	0	0	4,605,717

Prior Cost < 2020/21: 0

Future Cost > 2024/25: 0

Total Project Cost: 4,605,717

Project Description: Resurfacing A1A with minor roadside improvements from North of SR 50 (Granada Blvd) to North of Roberta Rd (Reference 2040 Long Range Transportation Plan, page 63).

4428841

SR A1A Resurfacing from Broadway St to Milsap Rd

Non-SIS



Work Summary:		RESURFACING		From:	Broadway St		
				To:	Milsap Rd		
Lead Agency:		Managed by FDOT		Length:	3.666		
Phase	Fund Source	2020/21	2021/22	2022/23	2023/24	2024/25	Total
PE	DIH	10,000	0	0	0	0	10,000
PE	DDR	1,503,000	0	0	0	0	1,503,000
CST	DS	0	0	9,478,899	0	0	9,478,899
CST	DIH	0	0	10,000	0	0	10,000
CST	DDR	0	0	1,183,012	0	0	1,183,012
Total		1,513,000	0	10,671,911	0	0	12,184,911

Prior Cost < 2020/21: 0

Future Cost > 2024/25: 0

Total Project Cost: 12,184,911

Project Description: Curbed roadway resurfacing with pedestrian and ADA improvements of SR A1A from 215-ft North of US 92 (International Speedway Blvd) to 365-ft North of SR 40 (Granada Blvd). (Reference 2040 Long Range Transportation Plan, page 63)

4302851

Volusia - Votran Increase Headways Routes 3, 4, 7, 11

Non-SIS



Work Summary: TRANSIT SERVICE DEMONSTRATION
From: US 1 corridor - Volusia County
To:
Lead Agency: Votran
Length: n/a

Phase	Fund Source	2020/21	2021/22	2022/23	2023/24	2024/25	Total
OPS	DPTO	810,667	783,614	807,124	831,338	856,277	4,089,020
Total		810,667	783,614	807,124	831,338	856,277	4,089,020

Prior Cost < 2020/21: 5,953,794

Future Cost > 2024/25: 0

Total Project Cost: 10,042,814

Project Description: Increase headways to 30 minutes on Votran routes 3 & 4 (US 1 Corridor), Votran route 7 (Nova Rd (SR 5A) Corridor), and Votran route 11 (Clyde Morris Blvd (SR 483) Corridor). This project primarily supports efforts to meet the adopted targets for Travel Time Reliability/System Performance. (Reference 2040 Long Range Transportation Plan, pgs 10-12, 81, and table 31 on pg 72.)

4302151

SR 40 Multi-Use Trail - Phase III

Non-SIS



Work Summary: BIKE PATH/TRAIL **From:** Old Tomoka Rd
To: Airport Rd extension
Lead Agency: City of Ormond Beach **Length:** 0.974 miles

Phase	Fund Source	2020/21	2021/22	2022/23	2023/24	2024/25	Total
CEI	DIH	9,400	0	0	0	0	9,400
Total		9,400	0	0	0	0	9,400

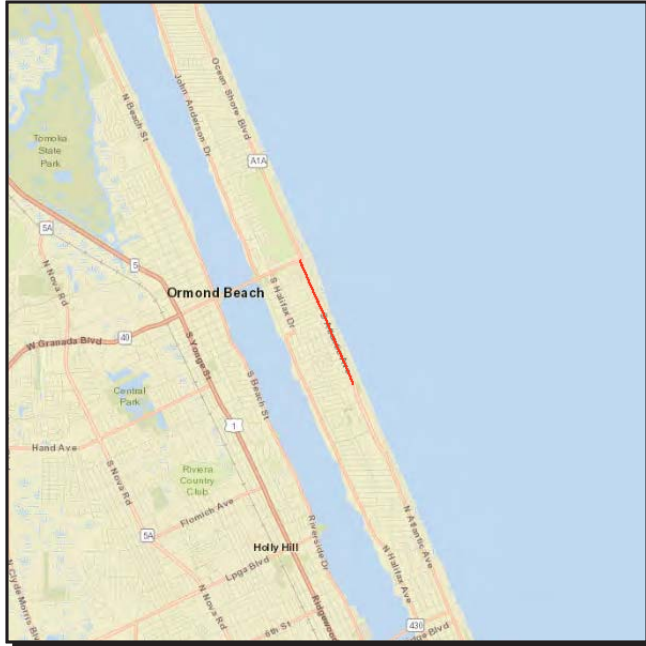
Prior Cost < 2020/21: 521,826
Future Cost > 2024/25: 0
Total Project Cost: 531,226

Project Description: Construct an 8 ft. wide concrete multiuse sidewalk along SR 40 between Old Tomoka Rd and Airport Rd extension. It will include a pedestrian bridge east of Shadow Crossing. This will connect the SR 40 Multiuse Trail Phases 1 and 2 to the Airport Rd extension sidewalk. The estimated project cost is approximately \$700,000. Project length:0.974 miles. (Reference 2040 Long Range Transportation Plan, pgs 10-12, 81, and table 31 on pg 72.)

4435121

A1A from Millsap Drive to State Road 40

Non-SIS



Work Summary: SAFETY PROJECT **From:** Millsap Drive
To: State Road 40
Lead Agency: Florida Department of Transportation **Length:** 1.599 miles

Phase	Fund Source	2020/21	2021/22	2022/23	2023/24	2024/25	Total
CST	ACSS	0	2,138,631	0	0	0	2,138,631
Total		0	2,138,631	0	0	0	2,138,631

Prior Cost < 2020/21: 728,556

Future Cost > 2024/25: 0

Total Project Cost: 2,867,187

Project Description: Access management improvements on A1A from Millsap Drive to State Road 40 and also add multiple pedestrian midblock crossings. This project supports efforts to meet the adopted safety targets. (Reference 2040 Long Range Transportation Plan, pgs 10-12, 81, and table 31 on pg 72).

Attachment 3:

School Board concurrency for Halifax Planning Area

Level of Service Utilization Charts

SY2019-20

Halifax Planning Area	Prior Year			Current Year					Projected*				
	Actual			Actual					sy2019-20 Projection Model				
	2018/2019			2019/2020					2020/2021				
School	Enroll	Cap	Util	Enroll	Permanent Capacity	Reserve	Util	Util w/ Res	Enroll	Cap	Reserve	Util	Util w/ Res
Elementary													
Ormond Bch Elem	341	294	116%	334	294	3	114%	114.6%	336	294	3	114%	115.3%
Osceola	400	449	89%	398	449	13	89%	91.5%	390	449	13	87%	89.8%
Pathways	774	725	107%	761	725	19	105%	107.6%	743	725	19	102%	105.1%
Pine Trail	702	786	89%	681	786	40	87%	91.7%	683	786	40	87%	92.0%
Tomoka	772	690	112%	752	690	0	109%	109.0%	754	690	0	109%	109.3%
North Halifax Total	2989	2944		2926	2944	75		101.9%	2906	2944	75		101.3%
Champion	620	720	86%	604	720	70	84%	93.6%	607	720	70	84%	94.0%
Ortona	202	276	73%	211	276	0	76%	76.4%	223	276	0	81%	80.8%
Palm Terrace	632	810	78%	610	810	23	75%	78.1%	613	810	23	76%	78.5%
South Daytona	837	978	86%	844	978	13	86%	87.6%	832	978	13	85%	86.4%
Turie T. Small	529	452	117%	476	452	0	105%	105.3%	487	452	0	108%	107.7%
Westside	593	513	116%	626	777	47	81%	86.6%	661	777	47	85%	91.1%
Central Halifax Total	3413	3749		3371	4013	153		87.8%	3423	4013	153		89.1%
Cypress Creek	808	754	107%	813	754	2	108%	108.1%	810	754	2	107%	107.7%
Horizon	790	725	109%	804	725	6	111%	111.7%	785	725	6	108%	109.1%
Port Orange	398	344	116%	398	344	0	116%	115.7%	386	344	0	112%	112.2%
R. J. Longstreet	427	492	87%	420	492	3	85%	86.0%	435	492	3	88%	89.0%
Spruce Creek	838	805	104%	835	805	46	104%	109.4%	840	805	46	104%	110.1%
Sugar Mill	670	623	108%	633	623	31	102%	106.6%	626	623	31	100%	105.5%
Sweetwater	680	725	94%	652	725	5	90%	90.6%	663	725	5	91%	92.1%
South Halifax Total	4611	4468		4555	4468	93		104.0%	4545	4468	93		103.8%

Level of Service Utilization Charts

SY2019-20

Halifax Planning Area	Prior Year			Current Year					Projected*				
	Actual			Actual					sy2019-20 Projection Model				
	2018/2019			2019/2020					2020/2021				
School	Enroll	Cap	Util	Enroll	Permanent Capacity	Reserve	Util	Util w/ Res	Enroll	Cap	Reserve	Util	Util w/ Res
Middle													
Campbell	871	1126	77%	925	1126	36	82%	85.3%	913	1126	36	81%	84.3%
Creekside	1170	1132	103%	1198	1132	9	106%	106.6%	1226	1132	9	108%	109.1%
Hinson	1009	1066	95%	1040	1066	61	98%	103.3%	1075	1066	61	101%	106.6%
Holly Hill K-8*	1096	1052	104%	1133	1052	0	108%	107.7%	1128	1052	0	107%	107.2%
Ormond Beach	1071	1273	84%	1092	1273	33	86%	88.4%	1127	1273	33	89%	91.1%
Silver Sands	1221	1161	105%	1324	1161	44	114%	117.8%	1398	1161	44	120%	124.2%
Halifax Middle Total	6438	6810		6712	6810	183		101.2%	6867	6810	183		103.5%

Halifax Planning Area	Prior Year			Current Year					Projected*				
	Actual			Actual					sy2019-20 Projection Model				
	2018/2019			2019/2020					2020/2021				
School	Enroll	Cap	Util	Enroll	Permanent Capacity	Reserve	Util	Util w/ Res	Enroll	Cap	Reserve	Util	Util w/ Res
High													
Atlantic	1351	1308	103%	1412	1308	62	108%	112.7%	1481	1308	62	113%	118.0%
Mainland	1896	2376	80%	1854	2376	112	78%	82.7%	1852	2376	112	78%	82.7%
Seabreeze	1656	1747	95%	1559	1747	40	89%	91.5%	1546	1747	40	88%	90.8%
Spruce Creek	2596	2080	125%	2501	2080	11	120%	120.8%	2532	2080	11	122%	122.3%
Halifax High Total	7499	7511		7326	7511	225		100.5%	7411	7511	225		101.7%

Attachment 4:

Volusia County 2019 AADT Worksheet (modified for Ormond Beach)

2019 Volusia County AADT Spreadsheet - Modified for Ormond Beach area roadways only

The full 2019 Volusia county AADT Spreadsheet is available at: <https://www.volusia.org/services/public-works/traffic-engineering/>

Road Name	Count Station Location	Limits (From - To)	2013 AADT	2014 AADT*	2,015 AADT*	2016 AADT*	2017 AADT*	2018 AADT*	2019 AADT*	2019 Vol. Co. Allowable LOS	DAILY 2,019 LOS Capacity	DAILY 2019.00 V/C Ratio	DAILY 2019 LOS	2,019 PM PEAK 2Way HOUR	PEAK 2Way 2,019 LOS Capacity
Rd_Name	Stat_Loc	Limits	AADT_13	AADT_14	AADT_15	AADT_16	AADT_17	AADT_18	AADT_19	VCA_LOS_19	Cap_19	VCRatio_19	LOS_19	PMPKHR_19	2W_Cap_19
I-95	1.716 miles S. of SR 40	LPGA Blvd. to SR 40/Granada Blvd	70,000	74,000	77,000	85,000	87,000	78,500	85,500	D	113,000	0.76	B	5,680	11,860
I-95	0.74 miles S. of US 1	SR 40/Granada Blvd to US 1	63,500	64,500	66,000	50,500	47,500	50,500	53,000	D	111,800	0.47	B	n/a	10,060
I-95	0.662 miles N. of US 1	US 1 to Flagler Co. Line/Old Dixie	69,500	70,500	72,500	66,000	62,000	65,500	67,000	D	111,800	0.60	C	5,240	10,060
US 1	2.01 miles N. of SR 430/Mason Av	LPGA Blvd. to Hand Ave.	24,000	24,500	23,500	24,500	24,000	25,500	25,500	D	39,800	0.64	C	n/a	3,580
US 1	0.07 miles S. of SR 40	Hand Ave. to SR 40/Granada Blvd.	20,300	20,800	21,500	22,000	23,000	23,500	24,000	D	39,800	0.60	C	1,880	3,580
US 1	0.78 miles S. of SR 5A/Nova Rd.	SR 40/Granada Blvd. to SR 5A/Nova Rd	16,600	17,500	18,100	19,300	20,000	19,100	19,300	D	39,800	0.48	C	n/a	3,580
US 1	0.134 miles NW of SR 5A/Nova Rd	SR 5A/Nova Rd. to Airport Rd.	25,500	26,500	26,000	28,500	29,500	30,500	32,000	D	39,800	0.80	C	2,880	3,580
US 1	0.68 miles SE of I-95	Airport Rd. to I-95	20,200	21,000	22,500	23,000	24,500	23,500	23,500	D	39,800	0.59	C	n/a	3,580
US 1	0.019 miles S. of Flagler County Li	I-95. to Flagler Co Line	14,300	14,200	14,800	16,000	16,800	17,200	18,200	D	65,600	0.28	B	1,460	5,900
US 1	N. of Volusia/Flagler Co. Line	N. of Volusia/Flagler Co. Line	10,700	11,000	11,900	12,200	12,700	12,900	12,900	D	65,600	0.20	B	n/a	5,900
SR A1A - Atlantic Ave. North	1.80 miles N. of SR 430	SR430/Seabreeze Blvd. to Harvard Dr.	17,800	18,200	18,900	18,000	17,800	20,300	18,700	D	39,800	0.47	D	1,470	2,920
SR A1A - Atlantic Ave. North	0.08 miles S. of SR 40	Harvard Dr. to SR 40/Granada Blvd.	16,400	15,600	16,200	17,200	17,800	19,400	19,500	D	39,800	0.49	D	n/a	2,920
SR A1A - Ocean Shore Blvd.	0.11 miles N. of SR 40	SR 40/Granada Blvd. to Neptune Ave	14,000	16,600	17,200	16,200	17,000	17,400	15,900	D	24,200	0.66	C	1,140	2,170
SR A1A - Ocean Shore Blvd.	1.93 miles N. of SR 40	Neptune Ave to Ormond Mall	15,400	15,700	16,000	15,800	16,400	15,000	15,200	D	24,200	0.63	C	n/a	2,170
SR A1A - Ocean Shore Blvd.	3.79 miles N. of SR 40	Ormond Mall to High Bridge Rd	15,800	15,500	16,100	15,500	16,200	16,600	16,700	D	24,200	0.69	C	1,210	2,170
SR A1A - Ocean Shore Blvd.	3.79 miles N. of SR 40	High Bridge Rd to Flagler Co Line	15,800	15,500	16,100	15,500	16,200	16,600	16,700	D	24,200	0.69	C	1,210	2,170
SR A1A - Ocean Shore Blvd.	0.6 miles N. of Volusia Co. Line	Volusia Co. Line to S. 23rd St.	5,100	5,400	5,500	6,100	6,100	4,600	4,600	D	24,200	0.19	B	n/a	2,170
SR 5A - Nova Rd.	1.205 miles S. of SR 40	LPGA Blvd. to Hand Ave.	26,000	26,500	27,500	29,000	34,000	26,500	29,000	D	59,900	0.48	C	2,230	5,390
SR 5A - Nova Rd.	0.183 miles S. of SR 40	Hand Ave. to SR 40/Granada Ave	27,500	25,500	26,500	27,500	28,000	29,000	28,500	D	59,900	0.48	C	2,200	5,390
SR 5A - Nova Rd.	0.078 miles N. of SR 40	SR 40/Granada Ave to Wilmette Ave.	23,500	23,500	24,500	24,000	25,500	25,500	25,500	D	59,900	0.43	C	n/a	5,390
SR 5A - Nova Rd.	0.087 miles W. of US 1	Wilmette Ave. to US 1	12,400	13,100	13,600	14,000	13,600	14,300	14,800	D	39,800	0.37	C	1,200	3,580
SR 40	1.971 miles W. of I-95	Pinto Lane to Rima Ridge Rd (urban bot	9,400	10,000	10,400	11,100	11,800	11,600	13,700	D	39,800	0.34	C	1,120	3,580
SR 40	0.22 miles W. of I-95	Rima Ridge Rd to Tymber Creek Rd.	27,000	27,000	28,000	30,500	35,000	31,500	31,500	D	39,800	0.79	C	n/a	3,580
SR 40	0.22 miles W. of I-95	Tymber Creek Rd. to I-95	27,000	27,000	28,000	30,500	35,000	31,500	31,500	D	39,800	0.79	C	n/a	3,580
SR 40	1.29 miles W. of SR 5A/Nova Rd.	I-95 to Clyde Morris Blvd.	33,500	34,500	35,500	35,500	38,000	34,500	35,500	D	39,800	0.89	C	n/a	3,580
SR 40	0.19 miles W. of SR 5A/Nova Rd.	Clyde Morris Blvd. to SR 5A/Nova Rd.	32,000	33,000	33,000	32,000	34,000	34,500	36,500	D	39,800	0.92	C	2,670	3,580
SR 40	0.45 miles E. of SR 5A/Nova Rd.	SR5A/Nova Rd. to US 1	30,000	30,000	31,000	31,000	32,000	33,500	34,000	D	39,800	0.85	C	n/a	3,580
SR 40	0.55 miles W. of SR A1A	US 1 to Halifax Ave.	34,000	31,500	31,000	34,500	38,500	39,500	39,500	D	32,400	1.22	F	3,140	2,920
SR 40	0.08 miles W. of SR A1A	Halifax Ave. to SR A1A	18,900	19,500	20,400	20,200	21,000	21,000	19,200	D	32,400	0.59	D	1,320	2,920
Airport Rd. (OB)	E. of Tymber Creek Rd.	Tymber Creek Rd. to Pineland Tr.	5,230	4,880	5,080	6,400	6,660	6,850	5,810	E	24,975	0.23	B	560	2,240
Airport Rd. (OB)	S. of Sunshine Blvd.	Pineland Tr. to Sunshine Blvd.	4,670	4,960	4,090	5,530	5,400	6,090	4,820	E	24,975	0.19	B	480	2,240
Airport Rd. (OB)	W. of US1	Sunshine Blvd. to US 1	7,090	7,360	6,460	8,350	6,260	8,960	7,630	E	24,975	0.31	C	650	2,240
Beach/Riverside/Beach (HH)	N. of Flomich St.	LPGA Blvd. to Division Ave.	4,570	4,950	-	-	-	-	-	E	13,640	-	-	-	1,020
Beach/Riverside/Beach (OB)	S. of SR 40	Division Ave. to SR 40	6,620	7,280	6,700	8,530	6,940	8,090	7,480	E	13,640	0.55	D	650	1,020
Beach/Riverside/Beach (OB)	N. of Hernandez Ave.	SR 40 to Wilmette Ave.	8,070	8,950	8,610	9,310	7,800	9,700	8,870	E	13,640	0.65	D	680	1,020
Beach/Riverside/Beach (OB)	S. of Domicilio Ave.	Wilmette Ave. to Inglesa Ave.	5,300	5,410	7,390	6,250	5,410	6,930	6,330	E	13,640	0.46	D	470	1,020
Beach/Riverside/Beach (OB)	N. of Oak Forest Dr.	Inglesa Ave to Pine Tree Dr.	1,830	1,840	2,010	2,160	2,140	2,650	2,500	E	13,640	0.18	C	200	1,020

2019 Volusia County AADT Spreadsheet - Modified for Ormond Beach area roadways only

The full 2019 Volusia county AADT Spreadsheet is available at: <https://www.volusia.org/services/public-works/traffic-engineering/>

Road Name	Count Station Location	Limits (From - To)	2013 AADT	2014 AADT*	2,015 AADT*	2016 AADT*	2017 AADT*	2018 AADT*	2019 AADT*	2019 Vol. Co. Allowable LOS	DAILY 2,019 LOS Capacity	DAILY 2019.00 V/C Ratio	DAILY 2019 LOS	2,019 PM PEAK 2Way HOUR	PEAK 2Way LOS Capacity
Rd_Name	Stat_Loc	Limits	AADT_13	AADT_14	AADT_15	AADT_16	AADT_17	AADT_18	AADT_19	VCA_LOS_19	Cap_19	VCRatio_19	LOS_19	PMPKHR_19	2W_Cap_19
Clyde Morris Blvd.	S. of LPGA Blvd.	Bill France Blvd. to LPGA Blvd.	12,290	13,370	14,540	13,480	15,910	16,280	15,950	E	37,970	0.42	C	1,340	3,410
Clyde Morris Blvd.	N. of LPGA Blvd.	LPGA Blvd. to Hand Ave.	12,280	13,520	13,440	15,250	15,620	15,440	14,640	E	37,970	0.39	C	1,250	3,410
Clyde Morris Blvd.	S. of SR 40	Hand Ave to SR 40/Granada Blvd.	11,230	11,670	12,230	12,130	12,460	14,400	12,900	E	30,420	0.42	C	1,060	2,740
Hand Ave.	E. of Williamson Blvd.	Williamson Blvd. to Clyde Morris Blvd.	6,750	8,330	9,520	8,720	6,880	9,860	9,590	E	17,050	0.56	C	810	1,540
Hand Ave.	E. of Clyde Morris Blvd.	Clyde Morris Blvd. to Shangri La Dr.	10,230	13,950	14,870	15,370	16,690	17,010	16,350	E	13,640	1.20	F	1,300	1,540
Hand Ave.	W. of SR 5A/Nova Rd.	Shangri La Dr. to Nova Rd.	13,350	14,950	16,320	15,820	17,270	18,250	17,000	E	37,970	0.45	C	1,360	3,410
Hand Ave. (OB)	E. of SR 5A/Nova Rd.	Nova Rd. to US 1	-	-	-	-	-	-	-	E	13,640	-	-	-	1,020
Road Name	Count Station Location	Limits (From - To)	2013 AADT	2014 AADT*	2,015 AADT*	2016 AADT*	2017 AADT*	2018 AADT*	2019 AADT*	2019 Vol. Co. Allowable LOS	DAILY 2,019 LOS Capacity	DAILY 2019.00 V/C Ratio	DAILY 2019 LOS	2,019 PM PEAK 2Way HOUR	PEAK 2Way LOS Capacity
Rd_Name	Stat_Loc	Limits	AADT_13	AADT_14	AADT_15	AADT_16	AADT_17	AADT_18	AADT_19	VCA_LOS_19	Cap_19	VCRatio_19	LOS_19	PMPKHR_19	2W_Cap_19
John Anderson Dr.	N. of Halifax Dr.	Halifax Dr to Lynnhurst	6,730	4,370	5,180	5,790	5,520	5,200	5,570	E	13,640	0.41	D	430	1,020
John Anderson Dr.	N. of Palm Dr.	Lynnhurst to Highbridge Rd.	4,570	3,240	3,700	4,190	4,080	3,870	3,940	E	13,640	0.29	C	320	1,020
Old Dixie Hwy.	S. of Pine Tree Dr.	Ingelsia to Pine Tree Dr.	1,710	2,240	1,950	2,390	2,040	2,470	2,340	E	13,640	0.17	C	190	1,020
Old Dixie Hwy.	S. of Walter Boardman Ln.	Pine Tree Dr. to Walter Boardman Ln.	1,810	2,220	-	2,750	2,490	2,180	2,710	E	13,640	0.20	C	230	1,230
Old Dixie Hwy.	W. of Walter Boardman Ln.	Walter Boardman Ln. to Old Kings Rd.	2,990	3,410	3,840	4,340	4,230	4,160	4,500	E	13,640	0.33	C	380	1,230
Pineland Tr. (OB)	N. of Airport Rd.	Airport Rd. to Harmony Ave.	510	-	-	-	-	-	-	D	13,640	-	-	-	1,150
Pineland Tr.	S. of Broadway Ave.	Harmony Ave. to US 1	210	220	-	-	-	-	-	E	13,640	-	-	-	1,230
Tymber Creek Rd.	S. of SR 40	Riverbend Rd. to SR 40	740	750	760	610	550	850	910	E	13,640	0.07	C	100	1,020
Tymber Creek Rd.	N. of SR 40	SR 40 to Tymber Run	12,670	11,610	13,150	13,280	14,720	11,520	10,760	E	17,050	0.63	C	990	1,540
Tymber Creek Rd.	S. of Airport Rd.	Tymber Run to Airport Rd.	7,870	6,920	8,390	9,900	10,810	10,290	9,520	E	17,050	0.56	C	830	1,540
Tymber Creek Rd.	N. of Airport Rd.	Airport Rd to Broadway Ave./US 1	1,850	1,860	1,950	2,230	2,730	2,220	2,100	E	13,640	0.15	C	200	1,230
Williamson Blvd.	N. of LPGA Blvd.	LPGA Blvd. to Hand Ave.	12,860	12,550	13,300	15,100	14,290	18,020	18,640	E	17,050	1.09	F	1,520	1,540
Williamson Blvd.	S. of SR 40	Hand Ave. to SR 40	19,750	19,820	17,460	21,850	20,280	20,950	21,870	E	37,970	0.58	C	1,770	3,410

Attachment 5:

Concurrency worksheet

Ormond Beach Concurrency Report
As of October 1, 2020

Proposed (not vested)												
FY2019-2020												
Project	Address	File#	Approving entity	Status	Institutional (in square feet)	Commercial (in square feet)	Multi-phase project (in square feet)	Office (in square feet)	Industrial (in square feet)	In city residential (in units)	Utility Provider (in units)	
AAAccurate Truck Wash	1644 N. U.S. Highway 1	20-087	SPRC	Under review		17,428						
US 1 Business Park Amendment	1044 N. U.S. Highway 1	20-075	City Commission	City Commission					14,960			
Tymber Creek Apartments	2011 West Granada Blvd.	20-063	City Commission	Under review						300		
Seagate	2960 Ocean Shore Blvd.	20-042	SPRC	Under review							30	
Ormond Art Museum	78 East Granada Blvd.	20-008	SPRC	Under review	5,141							
		TOTAL			5,141	17,428	0	0	14,960	300	30	
FY2018-2019												
Project	Address	File#	Approving entity	Status	Institutional (in square feet)	Commercial (in square feet)	Multi-phase project (in square feet)	Office (in square feet)	Industrial (in square feet)	In city residential (in units)	Utility Provider (in units)	
Ormond Grande	U.S Highway 1	19-096	City Commission	City Commission						60		
		TOTAL			0	0	0	0	0	60	0	
Total Proposed					5,141	17,428	0	0	14,960	360	30	

VESTED												
FY2019-20												
Project	Address	File#	Approving entity	Status	Institutional (in square feet)	Commercial (in square feet)	Multi-phase project (in square feet)	Office (in square feet)	Industrial (in square feet)	In city residential (in units)	Utility Provider (in units)	
Ocean Village	3227-02-00-0140	20-056	SPRC	Approved, no construction							19	
Ocean Sunrise	3638 Ocean Shore Blvd.	20-053	SPRC	Approved, no construction							7	
Pellicer Final Plat	519 Leeway Trail	20-045	City Commission	Complete						5		
Plantation Oaks, Unit 1A	Plantation Oaks Blvd.	20-029	City Commission	Under review						121		Volusia County RPUD
YMCA, Phase 3 Improvements	500 Sterthaus Drive	20-028	SPRC	Approved, no construction	3,772							
Verona Oceanside	2162 Oceanside Blvd.	20-011	SPRC	Approved, no construction							18	
TOTAL					3,772	0	0	0	0	126	44	

FY2018-19												
Project	Address	File#	Approving entity	Status	Institutional (in square feet)	Commercial (in square feet)	Multi-phase project (in square feet)	Office (in square feet)	Industrial (in square feet)	In city residential (in units)	Utility Provider (in units)	
Shoppes at Granada Pointe	550 West Granada Blvd.	19-120	City Commission	Approved, no construction			21,114					
Nova Road Climate Controlled Storage	263 South Nova Road	19-109	City Commission	Under construction		94,921						
Existing multi-family sewer	101 Town & Country Lane	19-078	SPRC	Under construction							10	existing development
S.R. Perrott Expansion	1280 North U.S. Highway 1	19-036	SPRC	Completed					38,732			
Huntington Green	Flagler County	19-024	SPRC	Completed							102	
Pineland, Phases 2 & 3	Pineland subdivision	19-004	City Commission	Completed						70		
Pineland, Phase 1	Pineland subdivision	19-003	City Commission	Completed						44		

Ormond Beach Concurrency Report

As of October 1, 2020

New projects TOTAL	0	94,921	21,114	0	38,732	114	112	
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FY2018-19

Project	Address	File#	Approving entity	Status	Institutional (in square feet)	Commercial (in square feet)	Multi-phase project (in square feet)	Office (in square feet)	Industrial (in square feet)	In city residential (in units)	Utility Provider (in units)	
De minimis, no impact, or reduction												
Edgewell Loading dock (north)	1190 North U.S. Highway 1	19-119	SPRC	Under construction					1,240			
Casements Carriage House	78 East Granada Boulevard	19-109	SPRC	Under construction	480							
Go Juice	762 South Atlantic Avenue	19-106	SPRC	Completed		100						
Boot Hill	1089 North U.S. Highway 1	19-092	SPRC	Completed		207						Existing 1,200
Stor-It, Phase 2	99 Portland Street	19-066	City Commission	Completed								106 spaces
Edgewell Loading dock (south)	1190 North U.S. Highway 1	19-037	SPRC	Approved, no construction					1,764			
Ocean Club	88 South Atlantic Avenue	19-026	City Commission	In review		8,596						Existing 10,866 SF, reduction of 2,270 SF
Ground Storage Tank	35 Breakaway Trails	19-022	SPRC	Completed								Storage tank
Love's building addition	1657 North U.S. Highway 1	19-012	SPRC	Completed		589						
Publix at the Trails	220 North Nova	19-009	SPRC	Completed		48,387						Existing 51,064 SF, reduction of 2,677 SF
Dunkin Donuts	1535 North U.S. Highway 1	19-002	SPRC	Under construction		2,013						Existing 1,254 SF, net of 759 SF
De minimis TOTAL					480	59,892	0	0	3,004	0	0	
OVERALL TOTAL					480	154,813	21,114	0	41,736	114	112	

FY2017-18

Project	Address	File#	Approving entity	Status	Institutional (in square feet)	Commercial (in square feet)	Multi-phase project (in square feet)	Office (in square feet)	Industrial (in square feet)	In city residential (in units)	Utility Provider (in units)	
Extended Stay America	275 Interchange Boulevard	18-119	City Commission	Under Construction		54,000						
Office/Warehouses	8 Coolidge Avenue	18-093	SPRC	Under Construction		14,607						
Total Comfort	1345 North US Highway 1	18-080	SPRC	Under Construction		30,470						150 RV/Boat spaces
Deerfield Trace	Deerfield Trace	18-062	SPRC	Under Construction							14	
Granada Point, Modern Wash	520 West Granada Blvd.	18-105	City Commission	Completed			4,759					Granada Pointe
Salty Church	221 Vining Court	18-118	City Commission	Completed	11,613							8,450 SF existing
ORC, clubhouse modification	875 Sterthaus Drive	18-033	SPRC	Completed				3600				Ormond Renaissance Condo
Cypress Trail	Cypress Trail	18-111	City Commission	Completed						48		
Chase Bank	1520 West Granada Blvd.	18-076	SPRC	Completed		3,496						Redevelopment (net increase of 799SF)
Starbucks	125 East Granada Boulevard	18-043	City Commission	Completed		2,509						Redevelopment (net decrease of 7,947)
Prince of Peace addition	1225 Hand Avenue	18-004	SPRC	Completed	2,680							
Plantation Oaks, Unit 2B	Plantation Oaks Blvd.	18-024	SPRC	Approved, no construction						124		City was utility provided, project annexed
Plantation Oaks, Unit 2C	Plantation Oaks Blvd.	18-025	SPRC	Approved, no construction						121		City was utility provided, project annexed
Plantation Oaks, Unit 2B	Plantation Oaks Blvd.	18-026	SPRC	Approved, no construction						84		City was utility provided, project annexed
New projects TOTAL					14,293	105,082	4,759	3,600	0	377	14	

Ormond Beach Concurrency Report
As of October 1, 2020

FY2017-18												
Project	Address	File#	Approving entity	Status	Institutional (in square feet)	Commercial (in square feet)	Multi-phase project (in square feet)	Office (in square feet)	Industrial (in square feet)	In city residential (in units)	Utility Provider (in units)	
De minimis, no impact, or reduction												
The Pumphouse	100 West Granada Boulevard	18-088	SPRC	Under Construction		238						3,582 existing
Grenier Subdivision	Grenier Subdivision	18-82	City Commission	Completed						4		
OB Surf Style	600 South Atlantic Ave.	18-037	SPRC	Completed								Redevelopment
De minimis TOTAL					0	238	0	0	0	4	0	
OVERALL TOTAL					14,293	105,320	4,759	3,600	0	381	14	

FY2016-17												
Project	Address	File#	Approving entity	Status	Institutional (in square feet)	Commercial (in square feet)	Multi-phase project (in square feet)	Office (in square feet)	Industrial (in square feet)	In city residential (in units)	Utility Provider (in units)	
Security First	1001 Broadway Avenue	17-103	SPRC	Completed			136,085					Ormond Crossings
Prince of Peace addition	600 South Nova Road	17-093	SPRC	Completed	3165							
Launch FCU	240 Williamson Boulevard	17-092	SPRC	Completed		4846						
Volusia Memorial Mausoleum	550 North Nova Road	17-082	City Commission	Completed	908							
OB Medical Office (Centra Care)	1245 West Granada Blvd.	17-065	SPRC	Completed		5,285						Redevelop SFH
For Our Parents ALF	495 Sterthaus Drive	17-064	SPRC	Completed	15975							
VC - Utility connection	2450 Ocean Shore Boulevard	15-057	SPRC								10	
Lot 2 Airport Business Park	20 West Tower Circle	17-049	SPRC	Completed					40,000			
Volusia County Beach parking lot	650 South Atlantic Avenue	17-046	SPRC	Completed		3,986						Redevelopment (26,314 SF less)
Hull's Seafood Outdoor seating	111 West Granada Boulevard	17-043	SPRC	Completed		2,940						
Shoppes on Granada, Phase II	1268 West Granada Blvd.	17-029	SPRC	Completed			36,850					Site work
Pet Street Veterinary Care Center	240 South Nova Road	17-014	SPRC	Completed		5,263						
Halifax 100	100 North Halifax Drive	17-075	City Commission	Approved, no construction						12		
TOTAL					20,048	22,320	0	0	40,000	12	10	

Ormond Beach Concurrency Report
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FY2015-16												
Project	Address	File#	Approving entity	Status	Institutional (in square feet)	Commercial (in square feet)	Multi-phase project (in square feet)	Office (in square feet)	Industrial (in square feet)	In city residential (in units)	Utility Provider (in units)	
Ormond Central	1 South Old Kings Road	16-053	City Commission	Demolition done, Approved		55,000						25,886 SF demolished
Antares of Ormond Beach	720 West Granada Blvd.	16-012	SPRC	Under construction	57,614							134 units
Campana	783 North US Highway 1	16-010	SPRC	Under construction		1,216						
Valiant Diners, Phase 2	15 West Tower Circle	16-118	SPRC	Completed					20,000			21,835 existing
Realty Pros	900 West Granada Boulevard	16-091	SPRC	Completed				11,400				
YMCA Dog Park	500 Sterthaus Drive	16-088	SPRC	Completed								
McDonald's renovations	100 South Nova Road	16-065	SPRC	Completed		49						3,794 SF existing
City parking lot	30 Lincoln Avenue	16-061	SPRC	Completed								Parking lot
Dollar General	1545 North U.S. Highway 1	16-043	SPRC	Completed		9,100						Redevelopment - 5,450 Sf existed
S.R. Perrott	1280 North U.S. Highway 1	16-041	SPRC	Completed					22,000			
McDonald's renovations	1530 North U.S. Highway 1	16-040	SPRC	Completed		27						4,885 SF existing
Chelsea Place, Phase 3	Chelsea Place, Phase 3	16-034	City Commission	Completed						65		
Granada Pointe, infrastructure	600 West Granada Blvd.	16-017	City Commission	Completed			130,000					Granada Pointe
Plantation Oaks, unit 2A	Plantation Oaks Blvd.	16-001	SPRC	Completed							97	Utility provider
TOTAL					57,614	65,392	0	11,400	42,000	65	97	

Ormond Beach Concurrency Report
As of October 1, 2020

MULTI-PHASE PROJECTS											
Project	Address	File#		Business Park/Flex (in square feet)	Warehouse (in square feet)	Institutional (in square feet)	Commercial (in square feet)	Office (in square feet)	Industrial (in square feet)	Residential (in units)	Elementary School (students)
Granada Point	600 West Granada Blvd.	Development Order					150,000				
	600 West Granada Blvd.	Wawa	Completed				6,119				
	520 West Granada Blvd.	Modern Wash	Completed				4,759				
	550 West Granada Blvd.	Shoppes at Granada Pointe	Approved				21,114				
Remaining square footage available							118,008				
Ormond Renaissance Condo	875 Sterthaus Drive	Development Order								280	
	799 Sterthaus Drive	Building 1C	Completed							28	
Remaing units to be constructed										252	
Plantation Oaks	Volusia County Development Order						25,500			1,577	
	Plantation Oaks Boulevard	Unit 2A	Completed							97	
	Plantation Oaks Boulevard	Unit 2B	Approved, no construction							124	
	Plantation Oaks Boulevard	Unit 2C	Approved, no construction							121	
	Plantation Oaks Boulevard	Unit 2D	Approved, no construction							84	
	Plantation Oaks Boulevard	Unit 1A	Under review							121	
Remaining square footage available							25,500			1,030	
Ormond Crossings	Development Order			350,000	560,000	165,000	200,000	900,000	800,000	2,950	720
	1001 Broadway Avenue	Security First	Completed					136,085			
Remaining entitlements available				350,000	560,000	165,000	200,000	763,915	800,000	2,950	720
Shoppes on Granada, Phase 2	1268 West Granada Blvd.	Development Order					36,850				
	1254 West Granada Blvd.	Dr. Salzburg	Completed				2,740				
	1260 West Granada Blvd.	Aldi	Completed				21,865				
	1280 West Granada Blvd.	Retail/Bank	Completed				5,005				
	1246 West Granada Blvd.	Starbucks	Approved, no construction				2,500				
	1250 West Granada Blvd.	Office/Retail	Proposed				3,600				
Remaining square footage available						No additional entitlements					

Attachment 6:

Residential plats



CITY OF ORMOND BEACH PLATTED RESIDENTIAL PROJECTS (1980 to 2019)

Legend

- 1980 thru 1989
- 1990 thru 1999
- 2000 thru 2009
- 2010 thru 2019
- CITY LIMITS (2020)

1 0.5 0 1 Miles

Prepared By: City of Ormond Beach G.I.S. Department - September 4, 2020



CITY OF ORMOND BEACH PLATTED RESIDENTIAL PROJECTS (1980 to 1989)

Legend

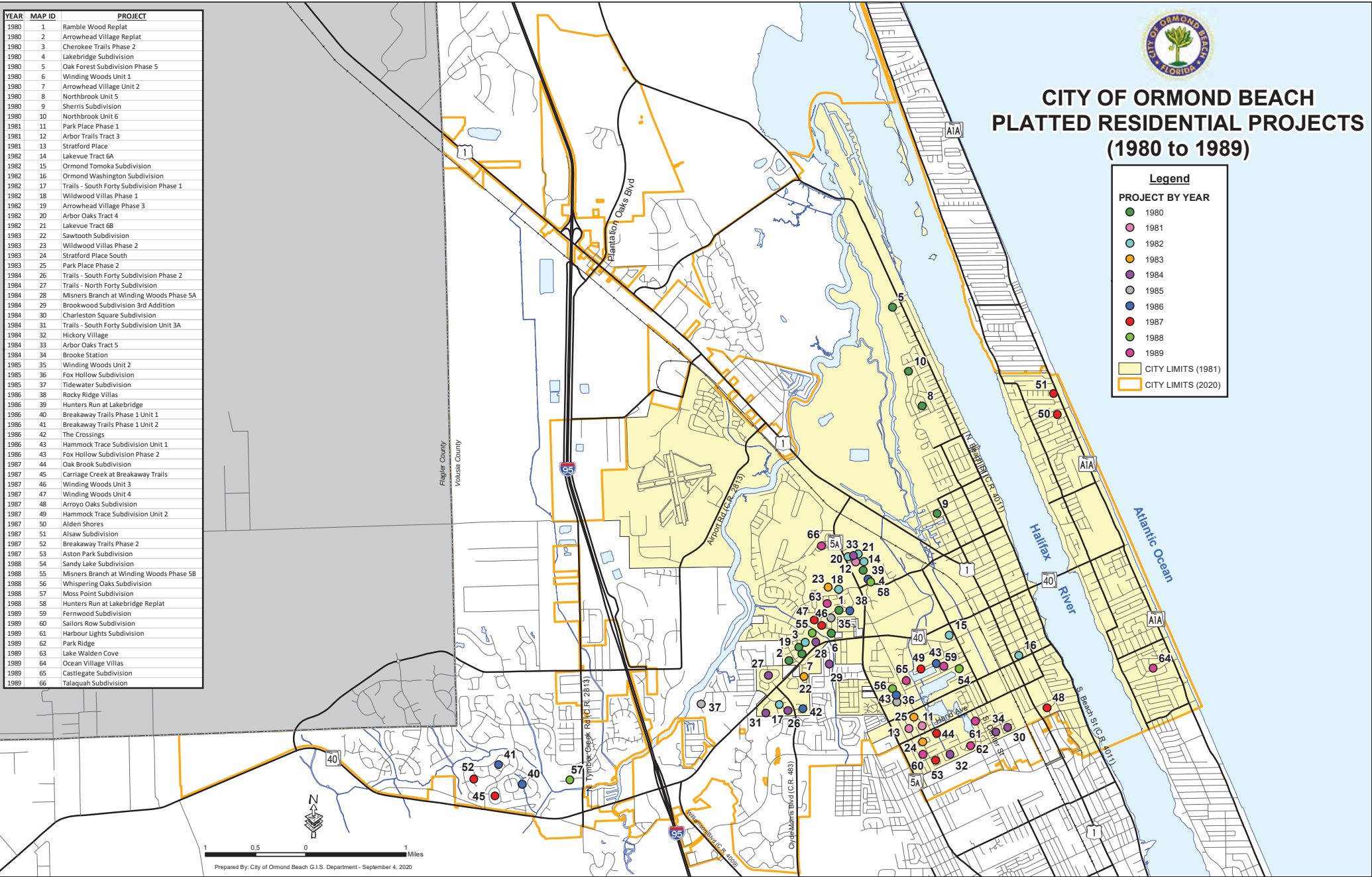
PROJECT BY YEAR

- 1980
- 1981
- 1982
- 1983
- 1984
- 1985
- 1986
- 1987
- 1988
- 1989

CITY LIMITS (1981)

CITY LIMITS (2020)

YEAR	MAP ID	PROJECT
1980	1	Ramble Wood Replat
1980	2	Arrowhead Village Replat
1980	3	Cherokee Trails Phase 2
1980	4	Lakebridge Subdivision
1980	5	Oak Forest Subdivision Phase 5
1980	6	Winding Woods Unit 1
1980	7	Arrowhead Village Unit 2
1980	8	Northbrook Unit 5
1980	9	Sherris Subdivision
1980	10	Northbrook Unit 6
1981	11	Park Place Phase 1
1981	12	Arbor Trails Tract 3
1981	13	Stratford Place
1982	14	Lakevue Tract 6A
1982	15	Ormond Tomoka Subdivision
1982	16	Ormond Washington Subdivision
1982	17	Trails - South Forty Subdivision Phase 1
1982	18	Wildwood Villas Phase 1
1982	19	Arrowhead Village Phase 3
1982	20	Arbor Oaks Tract 4
1982	21	Lakevue Tract 6B
1983	22	Sawtooth Subdivision
1983	23	Wildwood Villas Phase 2
1983	24	Stratford Place South
1983	25	Park Place Phase 2
1984	26	Trails - South Forty Subdivision Phase 2
1984	27	Trails - North Forty Subdivision
1984	28	Misners Branch at Winding Woods Phase 5A
1984	29	Brookwood Subdivision 3rd Addition
1984	30	Charleston Square Subdivision
1984	31	Trails - South Forty Subdivision Unit 3A
1984	32	Hickory Village
1984	33	Arbor Oaks Tract 5
1984	34	Brooke Station
1985	35	Winding Woods Unit 2
1985	36	Fox Hollow Subdivision
1985	37	Tidewater Subdivision
1986	38	Rocky Ridge Villas
1986	39	Hunters Run at Lakebridge
1986	40	Breakaway Trails Phase 1 Unit 1
1986	41	Breakaway Trails Phase 1 Unit 2
1986	42	The Crossings
1986	43	Hammock Trace Subdivision Unit 1
1986	43	Fox Hollow Subdivision Phase 2
1987	44	Oak Brook Subdivision
1987	45	Carriage Creek at Breakaway Trails
1987	46	Winding Woods Unit 3
1987	47	Winding Woods Unit 4
1987	48	Arroyo Oaks Subdivision
1987	49	Hammock Trace Subdivision Unit 2
1987	50	Alden Shores
1987	51	Alsaw Subdivision
1987	52	Breakaway Trails Phase 2
1987	53	Aston Park Subdivision
1988	54	Sandy Lake Subdivision
1988	55	Misners Branch at Winding Woods Phase 5B
1988	56	Whispering Oaks Subdivision
1988	57	Moss Point Subdivision
1988	58	Hunters Run at Lakebridge Replat
1989	59	Fernwood Subdivision
1989	60	Sailors Row Subdivision
1989	61	Harbour Lights Subdivision
1989	62	Park Ridge
1989	63	Lake Walden Cove
1989	64	Ocean Village Villas
1989	65	Castlegate Subdivision
1989	66	Talaquah Subdivision



1 0.5 0 1 Miles

Prepared By: City of Ormond Beach G.I.S. Department - September 4, 2020



CITY OF ORMOND BEACH PLATTED RESIDENTIAL PROJECTS (1990 to 1999)

Legend

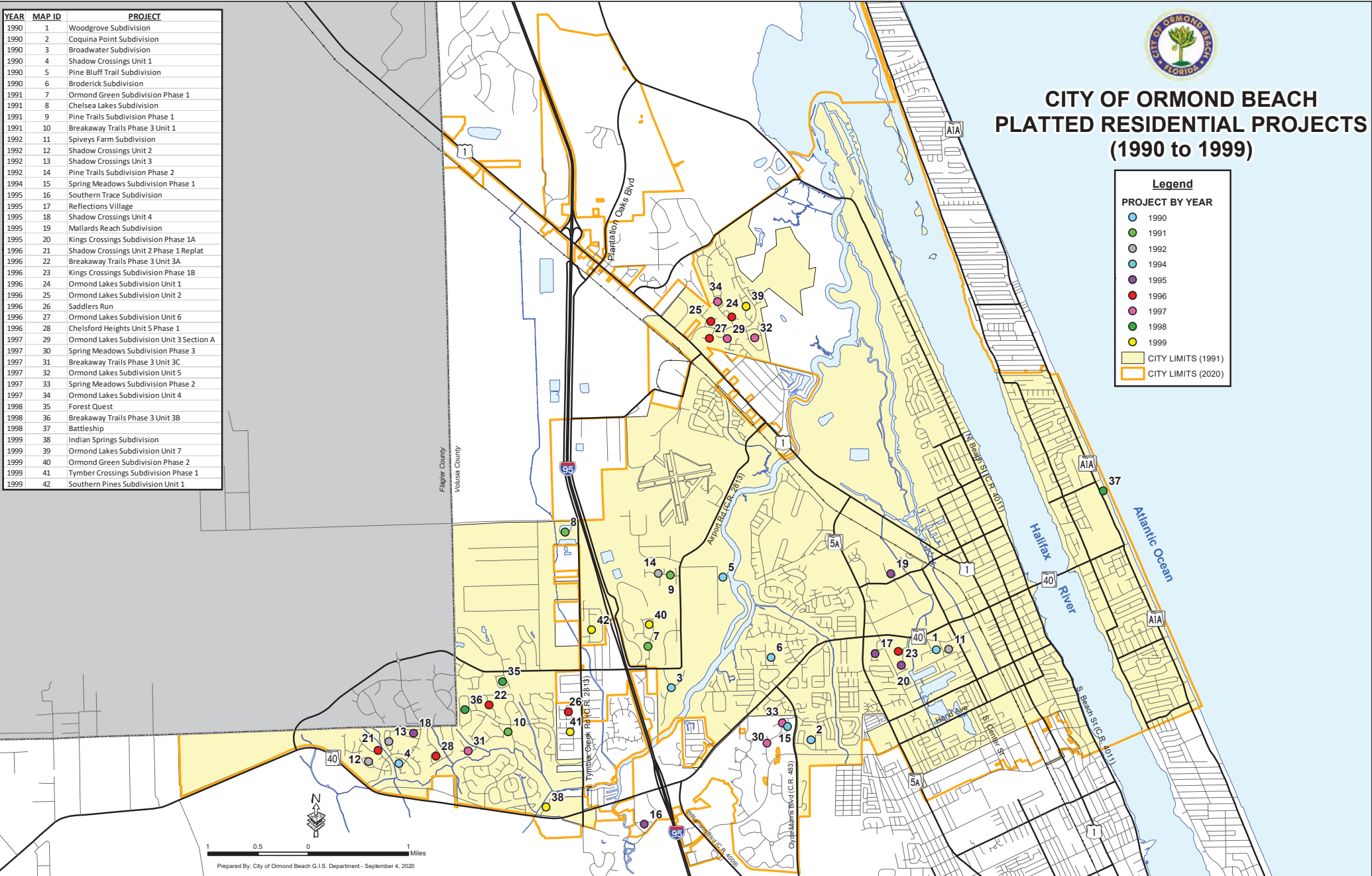
PROJECT BY YEAR

- 1990
- 1991
- 1992
- 1994
- 1995
- 1996
- 1997
- 1998
- 1999

CITY LIMITS (1991)

CITY LIMITS (2020)

YEAR	MAP ID	PROJECT
1990	1	Woodgrove Subdivision
1990	2	Coquina Point Subdivision
1990	3	Broadwater Subdivision
1990	4	Shadow Crossings Unit 1
1990	5	Pine Bluff Trail Subdivision
1990	6	Broderick Subdivision
1991	7	Ormond Green Subdivision Phase 1
1991	8	Chelsea Lakes Subdivision
1991	9	Pine Trails Subdivision Phase 1
1991	10	Breakaway Trails Phase 3 Unit 1
1992	11	Spiveys Farm Subdivision
1992	12	Shadow Crossings Unit 2
1992	13	Shadow Crossings Unit 3
1992	14	Pine Trails Subdivision Phase 2
1994	15	Spring Meadows Subdivision Phase 1
1995	16	Southern Trace Subdivision
1995	17	Reflections Village
1995	18	Shadow Crossings Unit 4
1995	19	Mallards Reach Subdivision
1995	20	Kings Crossings Subdivision Phase 1A
1996	21	Shadow Crossings Unit 2 Phase 1 Replat
1996	22	Breakaway Trails Phase 3 Unit 3A
1996	23	Kings Crossings Subdivision Phase 1B
1996	24	Ormond Lakes Subdivision Unit 1
1996	25	Ormond Lakes Subdivision Unit 2
1996	26	Saddlers Run
1996	27	Ormond Lakes Subdivision Unit 6
1996	28	Chelsford Heights Unit 5 Phase 1
1997	29	Ormond Lakes Subdivision Unit 3 Section A
1997	30	Spring Meadows Subdivision Phase 3
1997	31	Breakaway Trails Phase 3 Unit 3C
1997	32	Ormond Lakes Subdivision Unit 5
1997	33	Spring Meadows Subdivision Phase 2
1997	34	Ormond Lakes Subdivision Unit 4
1998	35	Forest Quest
1998	36	Breakaway Trails Phase 3 Unit 3B
1998	37	Battleship
1999	38	Indian Springs Subdivision
1999	39	Ormond Lakes Subdivision Unit 7
1999	40	Ormond Green Subdivision Phase 2
1999	41	Tymber Crossings Subdivision Phase 1
1999	42	Southern Pines Subdivision Unit 1





CITY OF ORMOND BEACH PLATTED RESIDENTIAL PROJECTS (2000 to 2009)

Legend

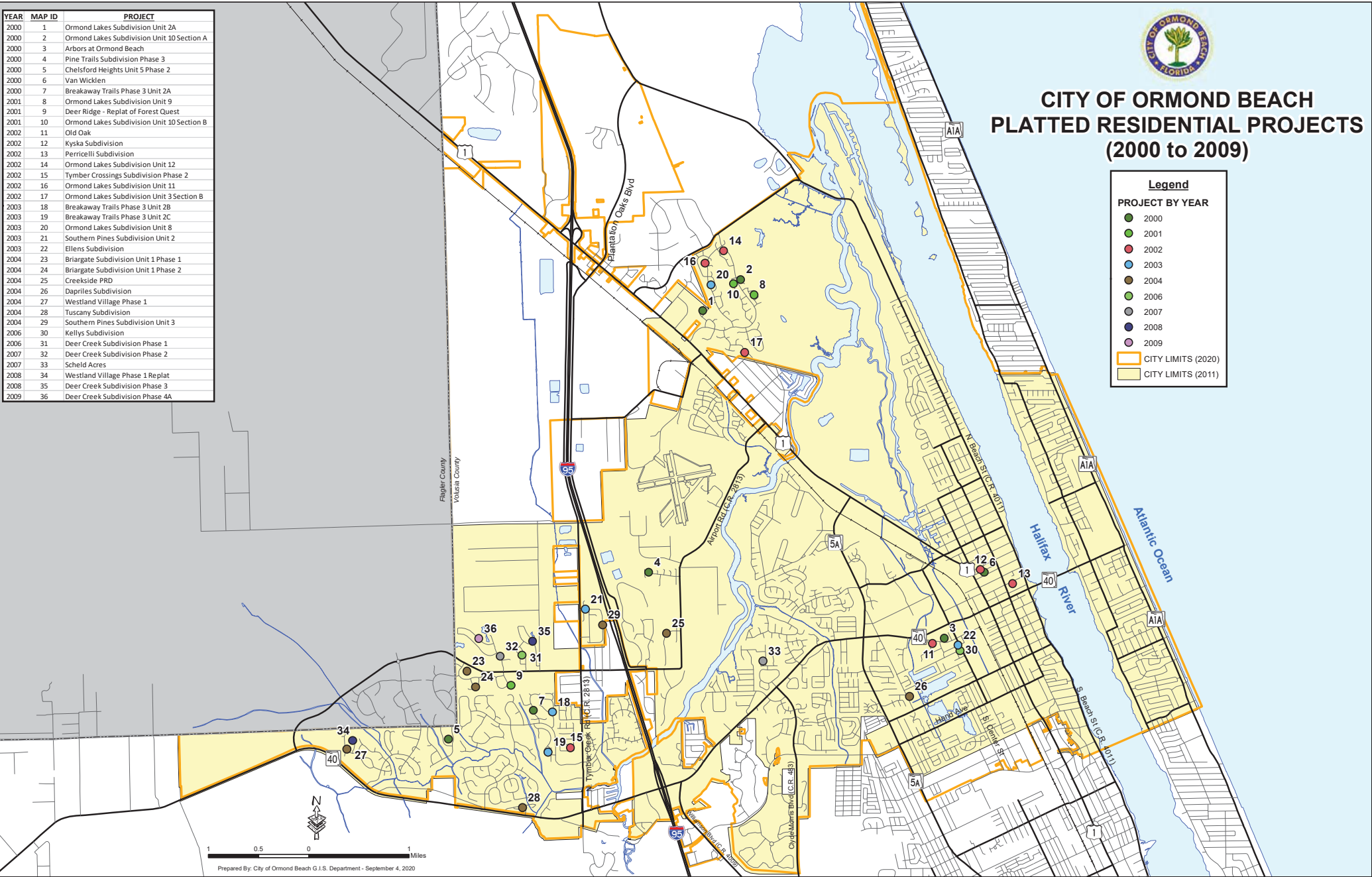
PROJECT BY YEAR

- 2000
- 2001
- 2002
- 2003
- 2004
- 2006
- 2007
- 2008
- 2009

CITY LIMITS (2020)

CITY LIMITS (2011)

YEAR	MAP ID	PROJECT
2000	1	Ormond Lakes Subdivision Unit 2A
2000	2	Ormond Lakes Subdivision Unit 10 Section A
2000	3	Arbors at Ormond Beach
2000	4	Pine Trails Subdivision Phase 3
2000	5	Chelsford Heights Unit 5 Phase 2
2000	6	Van Wicklen
2000	7	Breakaway Trails Phase 3 Unit 2A
2001	8	Ormond Lakes Subdivision Unit 9
2001	9	Deer Ridge - Replat of Forest Quest
2001	10	Ormond Lakes Subdivision Unit 10 Section B
2002	11	Old Oak
2002	12	Kyska Subdivision
2002	13	Perricelli Subdivision
2002	14	Ormond Lakes Subdivision Unit 12
2002	15	Tymber Crossings Subdivision Phase 2
2002	16	Ormond Lakes Subdivision Unit 11
2002	17	Ormond Lakes Subdivision Unit 3 Section B
2003	18	Breakaway Trails Phase 3 Unit 2B
2003	19	Breakaway Trails Phase 3 Unit 2C
2003	20	Ormond Lakes Subdivision Unit 8
2003	21	Southern Pines Subdivision Unit 2
2003	22	Ellens Subdivision
2004	23	Briargate Subdivision Unit 1 Phase 1
2004	24	Briargate Subdivision Unit 1 Phase 2
2004	25	Creekside PRD
2004	26	Daprites Subdivision
2004	27	Westland Village Phase 1
2004	28	Tuscany Subdivision
2004	29	Southern Pines Subdivision Unit 3
2006	30	Kellys Subdivision
2006	31	Deer Creek Subdivision Phase 1
2007	32	Deer Creek Subdivision Phase 2
2007	33	Schild Acres
2008	34	Westland Village Phase 1 Replat
2008	35	Deer Creek Subdivision Phase 3
2009	36	Deer Creek Subdivision Phase 4A



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CITY OF ORMOND BEACH PLATTED RESIDENTIAL PROJECTS (2010 to 2019)

Legend

PROJECT BY YEAR

- 2014
- 2015
- 2016
- 2017
- 2019
- CITY LIMITS (2011)
- CITY LIMITS (2020)

YEAR	MAP ID	PROJECT
2014	1	River Oaks of Ormond Beach Phase 1
2015	2	Deer Creek Subdivision Phase 4B
2016	3	River Oaks of Ormond Beach Phase 2
2016	4	Deer Creek Subdivision Phase 4C
2017	5	Chelsea Place Subdivision Phase 3
2017	6	Gardens at Addison Oaks
2019	7	Grenier Subdivision
2019	8	Pineland Subdivision Phase 1
2019	9	Pineland Subdivision Phase 2 & 3
2019	10	Cypress Trails Subdivision

1 0.5 0 1 Miles

Prepared By: City of Ormond Beach G.I.S. Department - September 4, 2020

Ormond Beach platted residential subdivisions

Year	#	Plat Name	Map Book/Page	Units	Acreage	Recording Date
1980	1	Ramble Wood Replat	37, Page 17	40	7.31	July 14, 1980
	2	Arrowhead Village Replat	37, Page 10	40	6.84	July 16, 1980
	3	Cherokee Trails, Phase 2	37, Page 19	28	5.41	July 22, 1980
	4	Lakebridge	37, Pages 24&25	Tracts	59.99	August 1, 1980
	5	Oak Forest, Phase 5	37, Page 28	13	3.98	August 13, 1980
	6	Winding Woods, Unit 1	37, Pages 80-81	34	8.78	October 21, 1980
	7	Arrowhead Village, Unit 2	37, Pages 82 & 83	41	8.43	October 27, 1980
	8	Northbrook, Unit 5	37, Page 84	57	15.64	October 29, 1980
	9	Sherris	37, Page 108	20	5.51	November 19, 1980
	10	Northbrook, Unit 6	37, Page 114	44	14.13	December 1, 1980

TOTAL: 317 136.02

1981	11	Park Place, Phase 1	37, Page 169	45	6.88	April 21, 1981
	12	Arbor Trails, Tract 3	37, Pages 170-171	33	2.97	April 22, 1981
	13	Stratford Place	38, Page 34	31	9.54	September 1, 1981

TOTAL: 109 19.39

1982	14	Lakevue, Tract 6A	38, Page 98	50	3.31	March 17, 1982
	15	Ormond Tomoka	38, Page 128	10	3.12	May 14, 1982
	16	Ormond Washington	38, Page 129	5	1.70	May 14, 1982
	17	Trails, South Forty, Phase 1	38, Pages 134-135	46	28.76	June 15, 1982
	18	Wildwood Villas, Phase 1	38, Page 154	14	3.27	August 17, 1982
	19	Arrowhead Village, Phase 3	38, Page 167	22	4.59	October 13, 1982
	20	Arbor Oaks, Tract 4	38, Pages 169&170	29	2.64	November 1, 1982
	21	Lakevue, Tract 6B	38, Page 178	33	3.31	December 12, 1982

TOTAL: 209 50.70

1983	22	Sawtooth	38, Page 186	52	15.02	February 4, 1983
	23	Wildwood Villas, Phase 2	39, Pages 38 & 39	25	4.95	June 9, 1983
	24	Stratford Place South	39, Pages 61 & 62	35	10.22	September 1, 1983
	25	Park Place, Phase 2	39, Page 101	50	7.12	September 6, 1983

TOTAL: 162 27.09

1984	26	Trails South Forty, Phase 2	39, Page 107	40	8.83	January 12, 1984
	27	Trails North Forty	39, Pages 112-117	148	38.64	January 20, 1984
	28	Misner's Branch @ Winding Woods	39, Pages 120-121	22	3.16	February 10, 1984
	29	Brookwood, 3rd addition	39, Page 152	17	10.51	April 1984
	30	Charleston Square	39, Pages 155 & 156	53	19.58	April 13, 1984
	31	South Forty, Unit 3A	39, Page 157 & 158	12	2.61	April 23, 1984
	32	Hickory Village	39, Page 168	61	15.26	May 18, 1984
	33	Arbor Lakes, Tract 5	39, Page 182	35	3.00	June 14, 1984
	34	Brooke Station	40, Page 7	15	4.81	August 29, 1984

TOTAL: 403 106.40

1985	35	Winding Woods, Unit 2	40, Pages 69-70	23	6.09	February 6, 1985
	36	Fox Hollow	40, Pages 144-145	40	13.49	July 26, 1985
	37	Tidewater	40, Page 174	15	29.97	December 9, 1985

TOTAL: 78 49.55

1986	38	Rock Ridge Villas	40, Page 85	7	1.57	March 26, 1985
	39	Hunter's Run at Lakebridge	40, Pages 197 & 198	29	3.58	January 14, 1986
	40	Breakaway Trails Ph 1 Unit 1	41, Pages 29-32	120	104.36	April 19, 1986
	41	Breakaway Trails Ph 1 Unit 2	41, Pages 33 & 34	76	60.26	April 19, 1986
	42	The Crossings	41, Page 64	36	14.66	August 21, 1986
	43	Hammock Trace, Unit 1	41, Page 65	31	9.45	September 2, 1986
	43	Fox Hollow, Phase 2	41, Page 95	21	7.60	December 16, 1986

TOTAL: 320 201.49

Ormond Beach platted residential subdivisions

Year	#	Plat Name	Map Book/Page	Units	Acreage	Recording Date
1987	44	Oak Brook	41, Page 117	30	9.59	February 4, 1987
	45	Carriage Creek at Breakaway Trails	41-119/120	73	30.92	February 10, 1987
	46	Winding Woods, Unit 3	41, Pages 122 & 123	18	5.61	February 20, 1987
	47	Winding Woods, Unit 4	41, Pages 124 & 125	21	8.50	February 20, 1987
	48	Arroyo Oaks	41, Page 143	6	2.05	May 18, 1987
	49	Hammock Trace, Unit 2	41, Page 144	19	5.04	May 20, 1987
	50	Alden Shores	41, Page 153	9	2.86	June 22, 1987
	51	Alsaw	41, Page 165	6	2.54	July 22, 1987
	52	Breakaway Trails Ph 2	41, Pages 185 & 187	97	73.84	October 23, 1987
	53	Aston Park	41, Page 188	32	9.70	October 23, 1987
TOTAL:				311	150.65	

1988	54	Sandy Lake	42, Page 14	14	4.15	January 13, 1988
	55	Misner's Branch @ Winding Woods Ph 5B	42, Page 18	9	7.00	January 27, 1988
	56	Whispering Oaks	42, Pages 25 & 26	16	5.80	March 11, 1988
	57	Moss Point	42, Pages 99 & 100	19	28.82	October 20, 1988
	58	Hunter's Run at Lakebridge replat	42, Page 101	18	1.26	October 25, 1988
TOTAL:				76	47.03	

1989	59	Fernwood	42, Page 118	12	2.96	January 6, 1989
	60	Sailors Row	42, Page 119	13	3.30	January 6, 1989
	61	Harbour Lights	42, Page 143	26	6.42	March 16, 1989
	62	Park Ridge	42, Page 167	70	23.56	May 3, 1989
	63	Lake Walden Cove	42, Pages 175 & 176	22	8.70	May 19, 1989
	64	Ocean Village Villas	42, Pages 192-197	245	39.82	June 28, 1989
	65	Castlegate	42, Page 199	33	11.45	July 3, 1989
	66	Talaquah	43, Page 12	69	22.58	September 11, 1989
TOTAL:				490	118.79	

TOTAL, 1990-1999 2,475 907.10

Year	#	Plat Name	Map Book/Page	Units	Acreage	Recording Date
1990	1	Woodgrove	43, Page 39	25	6.54	January 3, 1990
	2	Coquina Point	43, Pages 40 & 41	109	57.33	January 11, 1990
	3	Broadwater	43, Pages 60 & 61	60	120.33	March 19, 1990
	4	Shadow Crossings, Unit 1	43, Pages 77-81	108	81.44	April 24, 1990
	5	Pine Bluff Trail	43, Pages 83 & 84	5	25.43	May 14, 1990
	6	Broderick	43, Pages 106 & 107	15	15.07	September 6, 1990
TOTAL:				322	306.14	

1991	7	Ormond Green, Phase 1	43, Pages 151-152	50	32.25	April 3, 1991
	8	Chelsea Lakes	43, Page 168	3	10.00	April 24, 1991
	9	Pine Trails, Phase 1	43, Page 194	46	20.49	October 24, 1991
	10	Breakaway Trails Ph 3 Unit 1	44, Pages 1 - 7	200	170.03	December 18, 1991
TOTAL:				299	232.77	

1992	11	Spiveys' Farms	44, Page 35	19	5.33	August 31, 1992
	12	Shadow Crossings, Unit 2	44, Pages 49-52	77	79.73	September 16, 1992
	13	Shadow Crossings, Unit 3	44, Pages 53-55	52	32.93	September 16, 1992
	14	Pine Trails, Phase 2	44, Pages 72	24	8.95	December 29, 1992
TOTAL:				172	126.94	

1993		None				
TOTAL:				0	0.00	

1994	15	Spring Meadows, Phase 1	44, Pages 128-129	28	77.36	May 16, 1994
TOTAL:				28	77.36	

Ormond Beach platted residential subdivisions

Year	#	Plat Name	Map Book/Page	Units	Acreage	Recording Date
1995	16	Southern Trace	44, Pages 200 & 201	24	11.08	February 28, 1995
	17	Reflections Village	45, Pages 33 & 34	60	15.97	June 19, 1995
	18	Shadow Crossings, Unit 4	45, Pages 44 & 45	54	26.34	August 24, 1995
	19	Mallards Reach	45, Pages 46 & 47	35	65.52	August 24, 1995
	20	Kings Crossings, Phase 1A	45, Pages 61 & 62	34	19.07	September 28, 1995
TOTAL:				207	137.98	

1996	21	Shadow Crossings, Unit 2, Phase 1 Replat	45, Page 90	No new lots		January 4, 1996
	22	Breakaway Trails Ph 3 Unit 3A	45, Pages 94-96	83	43.85	January 11, 1996
	23	Kings Crossings, Phase 1B	45, Pages 110 & 111	31	9.57	March 15, 1996
	24	Ormond Lakes, Unit 1	45, Pages 126-129	39	69.66	May 31, 1996
	25	Ormond Lakes, Unit II	45, Page 155	34	13.50	July 31, 1996
	26	Saddlers Run	45, Page 156	70	29.63	August 2, 1996
	27	Ormond Lakes, Unit VI	45, Pages 179-180	26	8.88	December 10, 1996
	28	Chelsford Heights, unit 5, Phase 1	45, Pages 181-183	45	60.68	December 10, 1996
TOTAL:				328	235.77	

1997	29	Ormond Lakes, Unit III, Section A	45, Pages 200-201	41	17.42	January 28, 1997
	30	Spring Meadows, Phase 3	46, Pages 27-28	50	Included in Ph 1	March 25, 1997
	31	Breakaway Trails Ph 3 Unit 3C	46, Pages 77 & 78	26	27.98	July 9, 1997
	32	Ormond Lakes, Unit V	46, Pages 74-76	63	53.66	August 20, 1997
	33	Spring Meadows, Phase 2	45, Pages 192-193	29	Included in Ph 1	January 17, 1997
	34	Ormond Lakes, Unit IV	46, Pages 83	43	19.34	September 18, 1997
TOTAL:				252	118.40	

1998	35	Forest Quest	46, Page 170	49	32.83	June 24, 1998
	36	Breakaway Trails Ph 3 Unit 3B	46, Pages 173 & 174	77	42.07	July 31, 1998
	37	Battleship	47, Page 2	3	2.00	November 9, 1998
TOTAL:				129	76.90	

1999	38	Indian Springs	47, Pages 10 -11	20	21.56	January 15, 1999
	39	Ormond Lakes, Unit VII	47, Pages 29-30	50	26.03	March 5, 1999
	40	Ormond Green, Phase 2	47, Page 102	44	17.78	October 15, 1999
	41	Tymber Crossings, Phase 1	47, Pages 111-112	70	31.04	November 1, 1999
	42	Southern Pines, Unit 1	47, Page 121	31	26.27	November 8, 1999
TOTAL:				215	122.68	

TOTAL, 1990-1999 1,952 1,434.94

Year	#	Plat Name	Map Book/Page	Units	Acreage	Recording Date
2000	1	Ormond Lakes, Unit II-A	47, Pages 136 & 137	33	15.04	February 18, 2000
	2	Ormond Lakes, Unit X, Section A	47, Pages 138 & 139	21	11.70	March 7, 2000
	3	Abors at Ormond Beach	47, Page 148	2	3.07	April 3, 2000
	4	Pine Trails, Phase 3	47, Pages 158-159	20	15.03	May 12, 2000
	5	Chelsford Heights, Unit 5, Phase 2	47, Pages 160 & 161	36	37.39	May 16, 2000
	6	Van Wicklen	47, Page 192	2	0.63	September 8, 2000
	7	Breakaway Trails Ph 3 Unit 2A	47, Pages 193- 197	78	42.50	September 8, 2000
TOTAL:				192	125.36	

2001	8	Ormond Lakes, Unit IX	48, Pages 65-66	44	20.94	March 12, 2001
	9	Deer Ridge - Replat of Forest Quest	48, Page 87	3	0.74	April 25, 2001
	10	Ormond Lakes, Unit X, Section B	48, Page 131	17	8.93	September 25, 2001
TOTAL:				64	30.61	

Ormond Beach platted residential subdivisions

Year	#	Plat Name	Map Book/Page	Units	Acreage	Recording Date
2002	11	Old Oak	48, Page 167	2	3.39	January 7, 2002
	12	Kyska	48, Page 185	4	0.70	February 27, 2002
	13	Perricelli	48, Page 190	2	0.87	March 18, 2002
	14	Ormond Lakes, Unit XII	49, Pages 34-37	44	35.83	July 16, 2002
	15	Tymber Crossings, Phase 2	49, Pages 78-79	44	17.86	October 18, 2002
	16	Ormond Lakes, Unit XI	49, Pages 92-93	75	36.80	November 23, 2002
	17	Ormond Lakes, Unit III, Section B	49, Pages 94-95	39	16.67	November 23, 2002

TOTAL: 210 112.12

2003	18	Breakaway Trails Ph 3 Unit 2B	49-Pages 122/125	81	32.79	February 11, 2003
	19	Breakaway Trails Ph 3 Unit 2C	49-Pages 180 -186	73	85.55	May 14, 2003
	20	Ormond Lakes, Unit VIII	49, Pages 195-196	37	45.62	May 30, 2003
	21	Southern Pines, Unit 2	50, Page 45	47	25.87	August 13, 2003
	22	Ellen's	50, Page 69	3	0.60	October 20, 2003

TOTAL: 241 190.43

2004	23	Briargate, Unit 1, Phase 1	50, pages 119-120	42	45.71	February 13, 2004
	24	Briargate, Unit 1, Phase 2	50, pages 121-122	29	10.39	February 13, 2004
	25	Creeside PRD	50, Pages 192-197	66	58.56	May 13, 2004
	26	Daprile's	51, Page 29	3	0.64	July 14, 2004
	27	Westland Village, Phase 1	51, Pages 34-36	48	33.86	August 3, 2004
	28	Tuscany	51, Pages 46-49	52	24.52	June 18, 2004
	29	Southern Pines, Unit 3	51, Pages 88-89	61	21.02	November 19, 2004

TOTAL: 301 194.70

2005		None				
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TOTAL: 0 0.00

2006	30	Kelly's Subdivision	52, Page 136	3	0.70	January 19, 2006
	31	Deer Creek, Phase 1	54, Pages 12-23	48	238.39	December 22, 2006

TOTAL: 51 239.09

2007	32	Deer Creek, Phase 2	54, Pages 167-171	62	Part of DC, Ph 1	November 28, 2007
	33	Scheld Acres	54, Pages 124 & 125	3	3.00	June 12, 2007

TOTAL: 65 3.00

2008	34	Westland Village, Phase 1 Replat	55, Pages 4&5	No new lots	No new lots	
	35	Deer Creek, Phase 3	54, Pages 185-189	89	Part of DC, Ph 1	February 13, 2008

TOTAL: 89 0.00

2009	36	Deer Creek, Phase 4A	55, Pages 93-100	48	Part of DC, Ph 1	December 29, 2009
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TOTAL: 48 0.00

TOTAL, 2000-2009 1,261 895.31

Year	#	Plat Name	Map Book/Page	Units	Acreage	Recording Date
2010		None				

TOTAL: 0 0.00

2011		None				
------	--	------	--	--	--	--

TOTAL: 0 0.00

2012		None				
------	--	------	--	--	--	--

TOTAL: 0 0.00

2013		None				
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TOTAL: 0 0.00

Ormond Beach platted residential subdivisions

Year	#	Plat Name	Map Book/Page	Units	Acreage	Recording Date
2014	1	River Oaks of Ormond Beach, Phase 1	56, Pages 80-81	47	25.01	June 16, 2014
TOTAL:				47	25.01	

2015	2	Deer Creek, Phase 4B	56, Pages 127-130	49	Part of DC, Ph 1	March 17, 2015
TOTAL:				49	0.00	

2016	3	River Oaks of Ormond Beach, Phase 2	57, Pages 123-126	54	33.26	October 19, 2016
	4	Deer Creek, Phase 4C	57, Pages 109-110	49	Part of DC, Ph 1	June 21, 2016
TOTAL:				103	33.26	

2017	5	Chelsea Place, Phase 3	58, Pages 11-17	65	56.47	March 17, 2017
	6	Gardens at Addison Oaks	58, Pages 129	72	10.87	December 13, 2017
TOTAL:				137	67.34	

2018		None				
TOTAL:				0	0.00	

Year	#	Plat Name	Map Book/Page	Units	Acreage	Recording Date
2019	7	Grenier Subdivision	60, Pages 92 & 93	4	20.00	May 8, 2019
	8	Pineland, Phase 1	60, Pages 113-117	44	22.58	June 14, 2019
	9	Pineland Phases 2&3	60, Pages 118-123	70	42.96	June 14, 2019
	10	Cypress Trail	60, Pages 143-146	48	28.65	August 1, 2019
TOTAL:				166	114.19	

TOTAL, 2010-2019	502	239.80
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Attachment 7:

Commercial development
2010 to 2020



CITY OF ORMOND BEACH CONSTRUCTION PROJECTS (2010 to 2020)

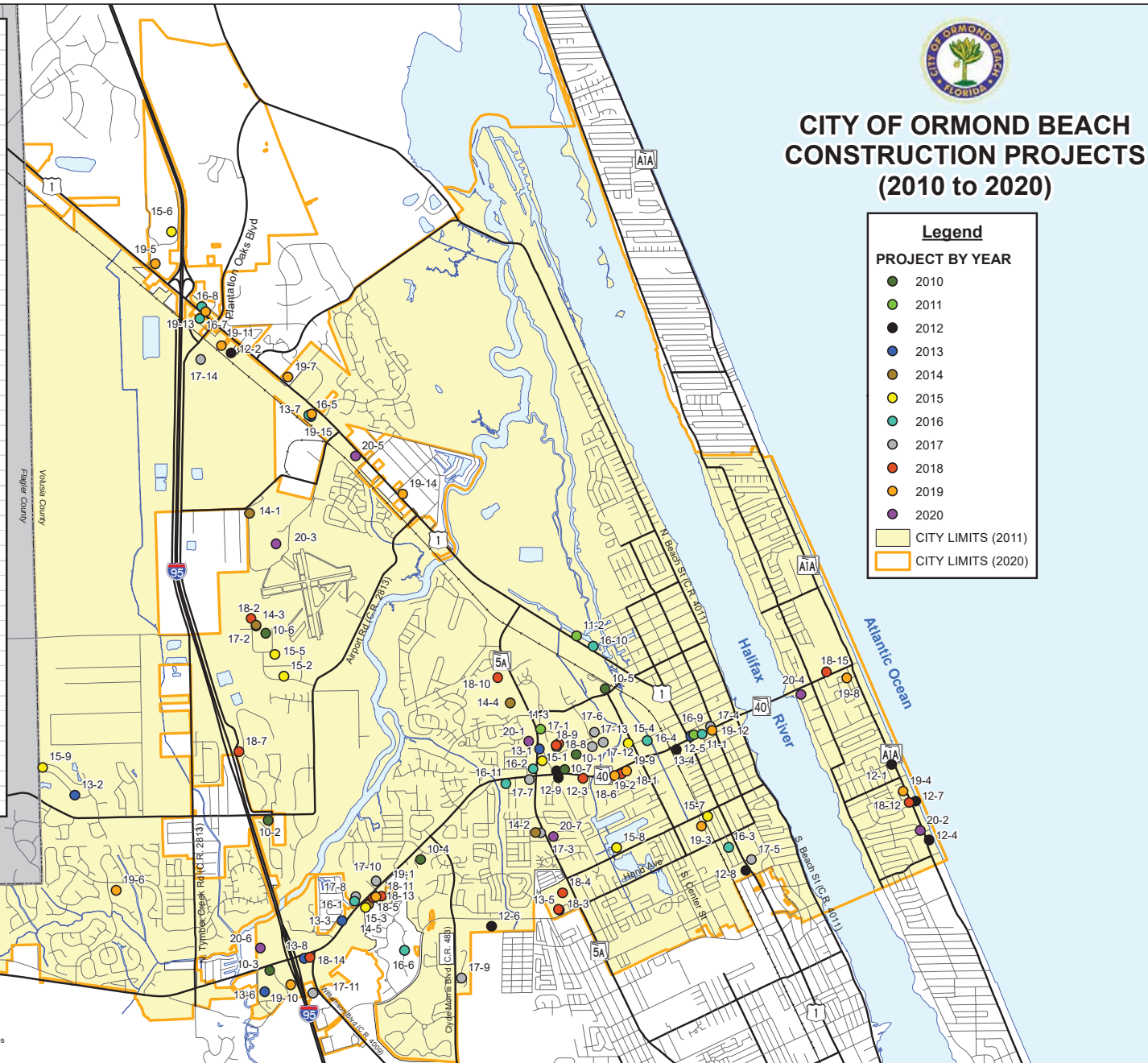
Legend

PROJECT BY YEAR

- 2010
- 2011
- 2012
- 2013
- 2014
- 2015
- 2016
- 2017
- 2018
- 2019
- 2020

- CITY LIMITS (2011)
- CITY LIMITS (2020)

YEAR	MAP ID	PROJECT	YEAR	MAP ID	PROJECT
2010	10-1	Madison Glen	2017	17-1	Ormond Renaissance
2010	10-2	River Oaks Subdivision	2017	17-2	Valiant Diners
2010	10-3	Race Trac	2017	17-3	Pet Street
2010	10-4	Miro Medical	2017	17-4	Hulls Seafood
2010	10-5	Wastewater Treatment Plant	2017	17-5	Furniture Store
2010	10-6	E-LAB Expansion	2017	17-6	For Our Parents
2010	10-7	Olive Grove	2017	17-7	McDonalds
2011	11-1	Maria Bonita	2017	17-8	Zaxby's
2011	11-2	Dodson Creek Office	2017	17-9	Cypress Trails Subdivision
2011	11-3	Chase Bank	2017	17-10	Centra Care
2012	12-1	Sunoco	2017	17-11	Launch Credit Union
2012	12-2	Stor-It	2017	17-12	YMCA Dog Park
2012	12-3	Telecommunication Tower	2017	17-13	YMCA Parking
2012	12-4	Andy Romano Oceanfront Park	2017	17-14	Security First
2012	12-5	Jimmy Johns	2018	18-1	Granada Pointe
2012	12-6	Tomoka Christian Church	2018	18-2	Lot 2 - Airport Business Park
2012	12-7	Lifeguard Station	2018	18-3	Prince of Peace - Like New Shop
2012	12-8	Telecommunication Tower	2018	18-4	Prince of Peace Church - Office
2012	12-9	Olive Grove Commerical	2018	18-5	Shoppes on Granada Phase 2
2013	13-1	Bank	2018	18-6	Anatares
2013	13-2	Deer Creek Phase 4B	2018	18-7	Pineland Subdivision
2013	13-3	Pearson Insurance	2018	18-8	Ormond Renaissance (Bldg 1C)
2013	13-4	Sunoco	2018	18-9	Ormond Renaissance (fitness)
2013	13-5	Prince of Peace - Like New Shop	2018	18-10	Mausoleum
2013	13-6	Hospice	2018	18-11	Shoppes on Granada Phase 2
2013	13-7	S.R. Perrott	2018	18-12	Off-Beach Parking
2013	13-8	Sunoco	2018	18-13	Shoppes on Granada Phase 2
2014	14-1	OBSC Field House	2018	18-14	Chase Bank
2014	14-2	Sarah House ALF	2018	18-15	Starbucks
2014	14-3	Starlite Diners	2019	19-1	Shoppes on Granada Phase 2
2014	14-4	Nova Community Park	2019	19-2	WaWa
2014	14-5	Shoppes on Granada	2019	19-3	Coolidge Avenue
2015	15-1	Chicken Salad Chick	2019	19-4	Ormond Beach Surf Style
2015	15-2	CCI Warehouse	2019	19-5	Loves Travel
2015	15-3	Shoppes on Granada	2019	19-6	Ground Storage Tank
2015	15-4	RV and Boat Storage	2019	19-7	Total Comfort
2015	15-5	Ameritech Die and Mold Inc	2019	19-8	Salty Church
2015	15-6	Giant Recreation World	2019	19-9	Modern Wash/Cloud 10
2015	15-7	Parque Warehouses	2019	19-10	Extended Stay
2015	15-8	Environmental Discovery Center	2019	19-11	Stor-It Phase 2
2015	15-9	Deer Creek Phase 4C	2019	19-12	The PumpHouse
2016	16-1	Vystar Credit Union	2019	19-13	Dunkin Donuts
2016	16-2	CVS	2019	19-14	Boothill
2016	16-3	McNamara Warehouse	2019	19-15	S.R. Perrott Expansion
2016	16-4	The Children's Workshop	2020	20-1	Publix
2016	16-5	S.R. Perrott	2020	20-2	GoJuice
2016	16-6	Chelsea Place Phase 3	2020	20-3	OBSC Championship Softball Field
2016	16-7	McDonalds	2020	20-4	Casements
2016	16-8	Dollar General	2020	20-5	Edgewell
2016	16-9	Mixed Use	2020	20-6	Calvary Christian Church
2016	16-10	Campana	2020	20-7	Nova Rd Climate Controlled Storage
2016	16-11	Realty Pros			



Prepared By: City of Ormond Beach G.I.S. Department - September 4, 2020

**Construction projects
as of September 5, 2020**

8.E.c

2010

#	Date of permit	Address	Project Name	Use	Type	Units or Square Footage
1	April 12, 2010	570 Sterthaus Drive	Madison Glen	Senior housing	MF Residential	96 units
2	May 12, 2010	River Oaks	100 River Manor	Single-Family residential	SFH Residential	101 units
3	May 18, 2010	1670 West Granada Boulevard	RaceTrac	Convenience store with gas	New	4,997
4	October 18, 2010	150 Sage Brush Trail	Miro medical	Medical office	New	6,543
5	October 20, 2010	550 North Orchard Street	Wastewater Treatment	City wastewater plant	Expansion	54,255
6	November 29, 2010	8 East Tower Circle	E-LAB	Industrial	Expansion	8,000
7	December 6, 2010	765 West Granada Boulevard	Olive Grove	Attainable housing	MF Residential	88 units

2011

#	Date of permit	Address	Project Name	Use	Type	Units or Square Footage
1	March 4, 2011	195 West Granada Boulevard	Maria Bonita	Restaurant	Expansion	3,882
2	April 7, 2011	823 North U.S. Highway 1	Dodson Creek office	Office	New	3,400
3	November 2, 2011	75 Shadow Lakes Boulevard	Chase Bank	Bank	Redevelopment	4,288

2012

#	Date of permit	Address	Project Name	Use	Type	Units or Square Footage
1	June 3, 2012	460 South Atlantic Avenue	Sunoco	Convenience store with gas	Redevelopment	2,455
2	June 12, 2012	99 Portland Street	Stor-It	RV & Boat storage	New	NA
3	July 9, 2012	1 South Old Kings Road	Tower	Telecommunication tower	New	NA
4	July 12, 2012	839 South Atlantic Avenue	Andy Romano	Beachfront park	Redevelopment	3,070
5	August 10, 2012	300 West Granada Boulevard	Jimmy Johns	Restaurant with drive thru	Redevelopment	2,750
6	August 30, 2012	1450 Hand Avenue	Tomoka Christian Church	House of Worship	New	61,000
7	August 31, 2012	301 Cardinal Drive	Lifeguard station	Lifeguard station	Redevelopment	2,160
8	October 4, 2012	610 South Yonge Street	Tower	Telecommunication tower	New	NA
9	October 9, 2012	775 West Granada Boulevard	Olive Grove commercial	Office & Bank	New	11352

Construction projects
as of September 5, 2020

8.E.c

2013

#	Date of permit	Address	Project Name	Use	Type	Units or Square Footage
1	January 23, 2013	115 North Nova Road	Bank	Bank	New	1,800
2	March 26, 2014	Deer Creek, Phase 4B	Deer Creek, Phase 4B	Single Family Residential	New	49
3	April 26, 2013	1387 West Granada Boulevard	Pearson Insurance	Office	Redevelopment	2,000
4	August 5, 2013	3 North Yonge Street	Sunoco	Convenience store with gas	Redevelopment	3,159
5	August 6, 2013	1225 Hand Avenue	Prince of Peace, Like New Shop	Retail	New	6,260
7	September 9, 2013	235 Booth Road	Hospice	Hospice	Expansion	20,320
8	October 11, 2013	1280 North US Highway 1	S.R. Perrott	Industrial	New	81,200
9	October 23, 2013	1546 West Granada Boulevard	Sunoco	Convenience store with gas	Redevelopment	3,150

2014

#	Date of permit	Address	Project Name	Use	Type	Units or Square Footage
1	March 14, 2014	80 Doug Thomas Way	OB Field House	Park	Expansion	4,500
2	August 1, 2014	30 Forest Court	Sarah House ALF	Assisted Living Facility	New	10,295
3	August 21, 2014	15 West Tower Circle	Starlite Diners	Industrial	New	21,825
4	November 13, 2014	440 North Nova Road	Nova Rec	Skate Park	Redevelopment	NA
5	December 2, 2014	1298 West Granada Boulevard	Shoppes on Granada	Retail	New	30,673

2015

#	Date of permit	Address	Project Name	Use	Type	Units or Square Footage
1	January 13, 2015	75 North Nova Road	Chick Salad Chick	Restaurant with Drive-Thru	Redevelopment	5,322
2	May 12, 2015	7 Sunshine Boulevard	CCI Warehouse	Industrial	Expansion	4,200
3	June 23, 2015	1310 West Granada Boulevard	Shoppes on Granada	Retail	See Above	See Above
4	July 6, 2015	146 North Orchard Street	RV & Boat Storage	RV & Boat Storage	New	NA
5	July 23, 2015	1 East Tower Circle	Ameritech	Industrial	New	33,000

**Construction projects
as of September 5, 2020**

8.E.c

2015 (Continued)

#	Date of permit	Address	Project Name	Use	Type	Units or Square Footage
6	July 23, 2015	280 Destination Daytona Lane	Giant Recreation World	RV Sales/Service	New	25,811
7	September 11, 2015	320 Parque Drive	Parque Warehouses	Industrial	New	3,500
8	September 22, 2015	601 Division Avenue	Environmental Discovery Center	Park	Expansion	1,980
9	November 11, 2015	Deer Creek, Phase 4C	Deer Creek, Phase 4C	Single-Family residential	New	49 units

2016

#	Date of permit	Address	Project Name	Use	Type	Units or Square Footage
1	January 7, 2016	1301 West Granada Boulevard	Vystar Credit Union	Bank	New	4,500
2	February 1, 2016	795 West Granada Boulevard	CVS	Retail	Redevelopment	13,013
3	February 24, 2016	480 Andalusia Avenue	McNamara	Industrial	New	4,589
4	March 9, 2016	506 Lincoln Avenue	The Children's Workshop	Child Care Facility	Expansion	3,032
5	March 20, 2016	1280 North U.S. Highway 1	S.R. Perrott	Industrial	Expansion	22,000
6	April 20, 2016	463 Nottinghill Street	Chelsea Place, Phase 3	Single-Family residential	New	65 SFH lots
7	May 23, 2016	1530 North U.S. Highway 1	McDonald's	Restaurant with Drive-thru	Expansion	27
8	July 12, 2016	1545 North U.S. Highway 1	Dollar General	Retail	Redevelopment	9,100
9	August 3, 2016	164 West Granada Boulevard	Mixed Use	Mixed Use	Redevelopment	2,280
10	August 25, 2016	783 North U.S. Highway 1	Campana	Retail	New	4,232
11	November 3, 2016	900 West Granada Boulevard	Realty Pros	Office	New	11,400

2017

#	Date of permit	Address	Project Name	Use	Type	Units or Square Footage
1	February 28, 2017	875 Sterthaus Drive	Ormond Renaissance	Clubhouse	New	3,500
2	May 4, 2017	15 West Tower Circle	Valiant Diners	Industrial	Expansion	20,000
3	June 28, 2017	240 South Nova Road	Pet Street	Veterinarian Office	New	5,263
4	July 19, 2017	111 West Granada Boulevard	Hull's Seafood	Restaurant	Expansion	2,940

**Construction projects
as of September 5, 2020**

8.E.c

2017 (Continued)

#	Date of permit	Address	Project Name	Use	Type	Units or Square Footage
5	August 16, 2017	589 South Yonge Street	Furniture Store	Furniture store	Expansion	8,704
6	August 29, 2017	495 Sterthaus Drive	For Our Parents	Assisted Living Facility	New	15,975
7	September 7, 2017	100 South Nova Road	McDonald's	Restaurant with Drive-thru	Expansion	49
8	September 13, 2017	1287 West Granada Boulevard	Zaxby's	Restaurant with Drive-thru	New	3,847
9	September 25, 2017	355 Clyde Morris Boulevard	Cypress Trails	Single-Family Residential	New	48 SFH lots
10	October 25, 2017	1245 West Granada Boulevard	Centra Care	Office	Redevelopment	5,285
11	October 31, 2017	240 Williamson Boulevard	Launch Credit Union	Bank	New	4,846
12	December 8, 2017	500 Sterthaus Drive	YMCA Dog Park	Park	New	NA
13	December 8, 2017	500 Sterthaus Drive	YMCA Parking	Parking	Expansion	NA
14	December 13, 2017	1001 Broadway Avenue	Security First	Office	New	136,085

2018

#	Date of permit	Address	Project Name	Use	Type	Units or Square Footage
1	January 25, 2018	600 West Granada Boulevard	Granada Pointe	Infrastructure	NA	NA
2	February 15, 2018	20 West Tower Circle	Lot 2 Airport Business Park	Industrial	New	40,000
3	March 16, 2018	1225 Hand Avenue	Prince of Peace, Like New	Retail	Expansion	2,680
4	March 16, 2018	600 South Nova Road	Prince of Peace	Office	Expansion	3,165
5	July 25, 2018	1280 West Granada Boulevard	Shoppes on Granada, Phase 2	Retail	New	NA
6	July 27, 2018	720 West Granada Boulevard	Antares	Assisted Living Facility	New	123 units
7	August 9, 2018	301 Pineland Trail	Pineland subdivision	Subdivision	New	114 units
8	August 14, 2018	799 Sterthaus Drive	Ormond Renaissance Condo (Building 1C)	Multi-Family	New	28 units
9	August 23, 2018	865 Sterthaus Drive	Ormond Renaissance Condo (Fitness)	Fitness for Multi-Family	New	1,330
10	September 26, 2018	550 North Nova Road	Mausoleum	Cemetery	Expansion	908

**Construction projects
as of September 5, 2020**

8.E.c

2018 (Continued)

#	Date of permit	Address	Project Name	Use	Type	Units or Square Footage
11	October 11, 2018	1254 West Granada Boulevard	Shoppes on Granada, Phase 2	Retail	New	2,740
12	October 24, 2018	650 South Atlantic Avenue	Off-Beach parking	Parking	Redevelopment	124 spaces
13	October 29, 2018	1280 West Granada Boulevard	Shoppes on Granada, Phase 2	Retail	New	5,005
14	November 2, 2018	1520 West Granada Boulevard	Chase Bank	Bank	Redevelopment	3,470
15	November 7, 2018	125 East Granada Boulevard	Starbucks	Restaurant with drive thru	Redevelopment	2,509

2019

#	Date of permit	Address	Project Name	Use	Type	Units or Square Footage
1	January 25, 2019	1260 West Granada Boulevard	Shoppes on Granada, Phase 2	Retail	New	21,685
2	February 22, 2019	600 West Granada Boulevard	WaWa	Convenience store with gas	New	6,119
3	February 28, 2019	8 Coolidge Avenue	Coolidge Avenue Warehouse	Industrial	New	14,607
4	March 14, 2019	600 South Atlantic Avenue	OB Surf Style	Retail	Redevelopment	12,195
5	May 2, 2019	1657 North U.S. Highway 1	Love's Travel	Retail	Expansion	589
6	June 19, 2019	35 Breakaway Trails Way	Ground Storage tank	Municipal	Redevelopment	NA
7	July 31, 2019	1345 North U.S. Highway 1	Total Comfort	Office/RV Storage	New	150 spaces
8	August 6, 2019	221 Vining Court	Salty Church	House of Worship	Expansion	11,585
9	October 1, 2019	520 West Granada Boulevard	Modern Wash/Cloud 10	Car wash	New	4,927
10	October 3, 2019	275 Interchange Boulevard	Extended Stay	Transient Lodging	New	124 units
11	October 18, 2019	99 Portland Avenue	Stor it, Phase 2	RV & Boat storage	New	NA
12	October 29, 2019	100/124 West Granada Boulevard	The Pumphouse	Restaurant	Redevelopment	238
13	November 1, 2019	1535 North U.S. Highway 1	Dunkin Donuts	Restaurant with drive-thru	Redevelopment	2,013
14	November 14, 2019	1089 North U.S. Highway 1	Boot Hill	Bar	Redevelopment	207
15	December 10, 2019	1280 North U.S. Highway 1	S.R. Perrott Expansion	Industrial	Expansion	38,732

Construction projects
as of September 5, 2020

8.E.c

2020						
#	Date of permit	Address	Project Name	Use	Type	Units or Square Footage
1	February 5, 2020	220 North Nova Road	Publix	Retail	Redevelopment	48,387
2	February 26, 2020	762 South Atlantic Avenue	GoJuice	Restaurant	New	100
3	March 31, 2020	46 Doug Thomas Way	OB Championship Softball Field	Municipal	Redevelopment	NA
4	April 3, 2020	25 Riverside Drive	Casements	Municipal	Expansion	480
5	April 20, 2020	1190 North U.S. Highway 1	Edgewell	Industrial	Expansion	1,240
6	June 10, 2020	1687 West Granada Boulevard	Calvary Christian Church	House of Worship	Redevelopment	NA
7	July 15, 2020	263 South Nova Road	Nova Road Climate Controlled Storage	Storage	New	94,921

Attachment 8:

Parks list and map

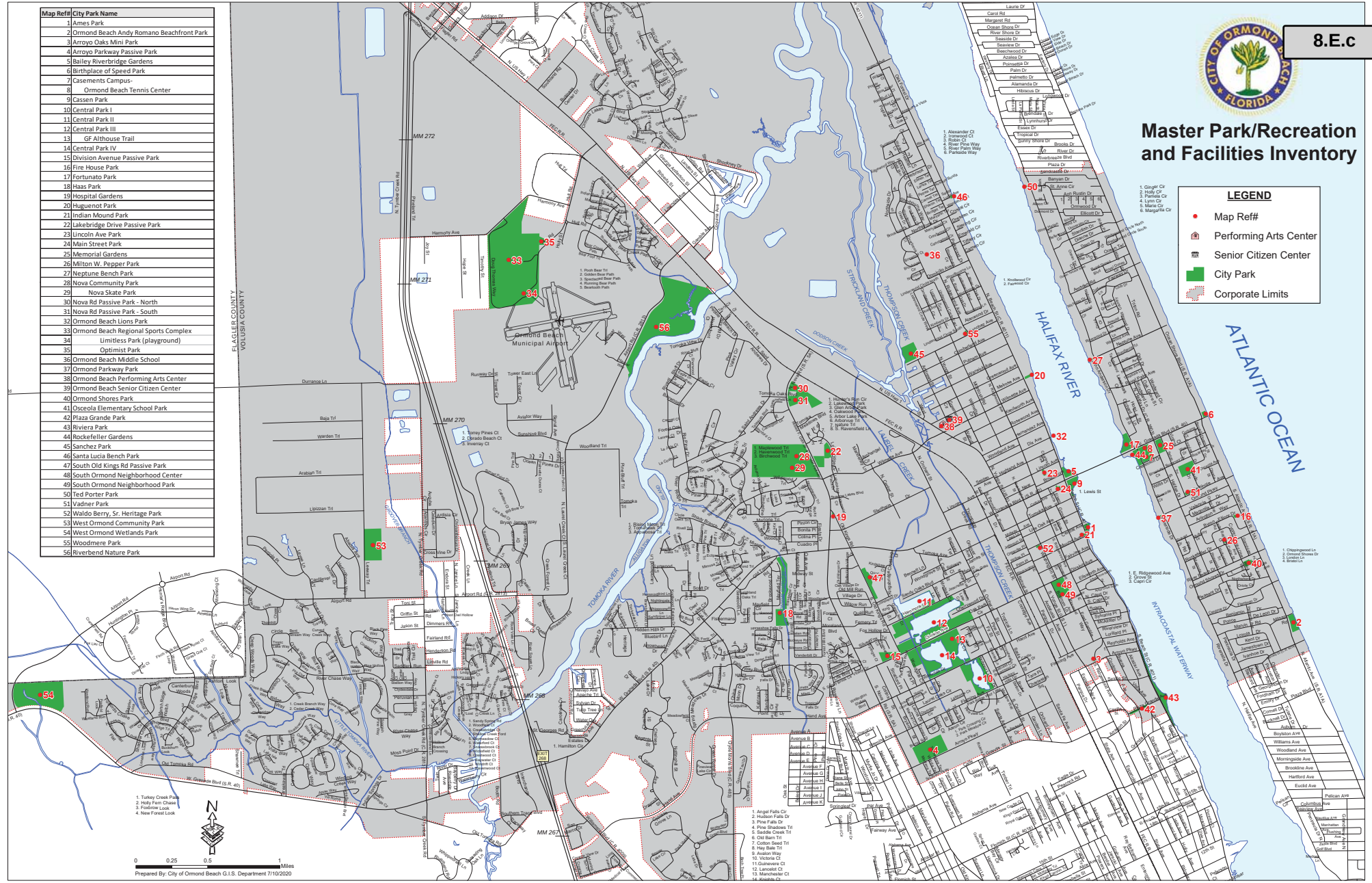


Master Park/Recreation and Facilities Inventory

LEGEND

- Map Ref#
- 🎭 Performing Arts Center
- 👴 Senior Citizen Center
- 🌳 City Park
- 🔴 Corporate Limits

Map Ref#	City Park Name
1	Ames Park
2	Ormond Beach Andy Romano Beachfront Park
3	Arroyo Oaks Mini Park
4	Arroyo Parkway Passive Park
5	Bailey Riverbridge Gardens
6	Birthplace of Speed Park
7	Casements Campus
8	Ormond Beach Tennis Center
9	Cassen Park
10	Central Park I
11	Central Park II
12	Central Park III
13	GF Althouse Trail
14	Central Park IV
15	Division Avenue Passive Park
16	Fire House Park
17	Fortunato Park
18	Haas Park
19	Hospital Gardens
20	Huguenot Park
21	Indian Mound Park
22	Lakebridge Drive Passive Park
23	Lincoln Ave Park
24	Main Street Park
25	Memorial Gardens
26	Milton W. Pepper Park
27	Neptune Bench Park
28	Nova Community Park
29	Nova Skate Park
30	Nova Rd Passive Park - North
31	Nova Rd Passive Park - South
32	Ormond Beach Lions Park
33	Ormond Beach Regional Sports Complex
34	Limitless Park (playground)
35	Optimist Park
36	Ormond Beach Middle School
37	Ormond Parkway Park
38	Ormond Beach Performing Arts Center
39	Ormond Beach Senior Citizen Center
40	Ormond Shores Park
41	Oscola Elementary School Park
42	Plaza Grande Park
43	Riviera Park
44	Rockefeller Gardens
45	Sanchez Park
46	Santa Lucia Bench Park
47	South Old Kings Rd Passive Park
48	South Ormond Neighborhood Center
49	South Ormond Neighborhood Park
50	Ted Porter Park
51	Vadner Park
52	Waldo Berry, Sr. Heritage Park
53	West Ormond Community Park
54	West Ormond Wetlands Park
55	Woodmere Park
56	Riverbend Nature Park



0 0.25 0.5 1 Miles
Prepared By: City of Ormond Beach G.I.S. Department 7/10/2020

Ormond Beach Master Park/Recreation and Facilities Inventory					
Map Ref#	City Park Name	Address	+/- acres	Park Classification	Park Hours
1	Ames Park	195 South Beach St	1.28	Mini	Sunrise to Sunset
2	Ormond Beach Andy Romano Beachfront Park	839 S. Atlantic Ave.	3.47	Mini	Sunrise to Sunset
3	Arroyo Oaks Mini Park	165 Arroyo Pkwy	0.24	Mini	Sunrise to Sunset
4	Arroyo Parkway Passive Park	1075 Arroyo Pkwy	16.87	Passive	Sunrise to Sunset
5	Bailey Riverbridge Gardens	1 North Beach St	3.62	Mini	5am to Midnight
6	Birthplace of Speed Park	21 Ocean Shore Blvd.	0.68	Mini	Sunrise to Sunset
7	Casements Campus-	25 Riverside Dr.	5.47	Community	Varies
8	Ormond Beach Tennis Center	38 E. Granada Blvd			Varies
9	Cassen Park	1 South Beach St	3.66	Mini	5am to Midnight
10	Central Park I	601 Fleming Ave	21.08	Community	Sunrise to Sunset
11	Central Park II	601 Hammock Ln	15.29	Community	Sunrise to Sunset
12	Central Park III	601 Division Ave	62.23	Community	Sunrise to Sunset
13	GF Althouse Trail			Special Use	Sunrise to Sunset
14	Central Park IV	601 Hand Ave	53.89	Community	Sunrise to Sunset
15	Division Avenue Passive Park	801 Division Ave	3.80	Passive	Sunrise to Sunset
16	Fire House Park	364 S. Atlantic Ave.	0.31	Mini	Sunrise to Sunset
17	Fortunato Park	2 John Anderson Dr.	4.29	Mini	6am to 10pm
18	Haas Park	970 West Granada Blvd	14.95	Passive	5am to 10pm
19	Hospital Gardens	171 North Old Kings Rd	0.08	Mini	Sunrise to Sunset
20	Huguenot Park	401 N. Beach St.	0.67	Mini	Sunrise to Sunset
21	Indian Mound Park	196 South Beach St	0.35	Mini	Sunrise to Sunset
22	Lakebridge Drive Passive Park	470 Lakebridge Dr	2.85	Passive	Sunrise to Sunset
23	Lincoln Ave Park	64 Lincoln Ave	0.42	Passive	Sunrise to Sunset
24	MainStreet Park	34 West Granada Blvd	0.37	Mini	Sunrise to Sunset
25	Memorial Gardens	78 East Granada Blvd	2.69	Mini	Sunrise to Sunset
26	Milton Pepper Park	6 Bayberry Ct.	0.16	Mini	Sunrise to Sunset
27	Neptune Bench Park	350 John Anderson Dr.	0.19	Mini	Sunrise to Sunset
28	Nova Community Park	440 North Nova Rd	63.78	Community	6am to 11pm
29	Nova Skate Park				9am to 9pm
30	Nova Rd Passive Park - North	605 North Nova Rd	1.74	Passive	Sunrise to Sunset
31	Nova Rd Passive Park - South	585 North Nova Rd	11.05	Passive	Sunrise to Sunset
32	Ormond Beach Lions Park	165 North Beach St	0.04	Mini	Sunrise to Sunset

Ormond Beach Master Park/Recreation and Facilities Inventory					
Map Ref#	City Park Name	Address	+/- acres	Park Classification	Park Hours
33	Ormond Beach Regional Sports Complex	700 Hull Rd	130.35	Sports Complex	Sunrise to 11pm
34	Limitless Park (playground)			Mini	Sunrise to Sunset
35	Optimist Park			Mini	Sunrise to Sunset
36	Ormond Beach Middle School	151 Domicilio Ave.	N/A	Neighborhood	M-F, 3 pm to sunset
37	Ormond Parkway Park	252 Riverside Dr.	0.19	Mini	Sunrise to Sunset
38	Ormond Beach Performing Arts Center	399 N. US Hwy 1	N/A	Special Use	Varies
39	Ormond Beach Senior Citizen Center	351 Andrews St.	N/A	Special Use	M-F 9am to 4pm
40	Ormond Shores Park	201 Ormond Shores Dr.	1.32	Mini	Sunrise to Sunset
41	Osceola Elementary School Park	120 Coquina Dr.	5.25	Neighborhood	Sunrise to Sunset
42	Plaza Grande Park	95 Plaza Grande Ave	1.34	Mini	Sunrise to Sunset
43	Riviera Park	901 S. Beach St.	5.77	Passive	Sunrise to 11pm
44	Rockefeller Gardens	26 Riverside Dr.	2.24	Mini	6am to 10pm
45	Sanchez Park	329 Sanchez Ave.	8.41	Neighborhood	Sunrise to Sunset
46	Santa Lucia Bench Park	1199 Oak Forest	0.27	Mini	Sunrise to Sunset
47	South Old Kings Rd Passive Park	135 South Old Kings Rd	4.22	Passive	Sunrise to Sunset
48	South Ormond Neighborhood Center	176 Division Ave	6.99	Neighborhood	Varies
49	South Ormond Neighborhood Park				6am to 11pm
50	Ted Porter Park	1044 John Anderson Dr.	0.18	Mini	Sunrise to Sunset
51	Vadner Park	105 Seminole Ave.	0.63	Mini	Sunrise to Sunset
52	Waldo Berry, Sr. Heritage Park	192 Central Ave	0.24	Mini	Sunrise to Sunset
53	West Ormond Community Park	325 Leeway Trl	17.30	Passive	Sunrise to Sunset
54	West Ormond Wetlands Park	2675 West Granada Blvd	38.00	Natural Resources	Sunrise to Sunset
55	Woodmere Park	630 N. Ridgewood Ave.	0.25	Mini	Sunrise to Sunset
56	Riverbend Nature Park	775 Airport Rd.	81.88	Mini	Sunrise to Sunset
	TOTAL PARKLAND ACRES		600.30		

DRAFT Planning Board minutes

Capital Improvements Element (CIE) annual update

Ms. Eaton concluded that staff recommends approval to the City Commission for the administrative request to amend the official zoning map to change the zoning classification from Volusia County A-2 (Rural Agriculture) to Ormond Beach B-2 (Neighborhood Commercial) for a portion of property at 2341 West Granada Boulevard.

Ms. Tolland made a motion to approve RZ 2021-010: Portion of 2341-010: Portion of 2341 West Granada Boulevard, Zoning Map Amendments. Mr. Scudiero seconded the motion. Vote was called, and the motion was approved (7-0).

E. MM 2019-020: 2020 Capital Improvements Element (CIE) Annual Update

Mr. Steven Spraker, Planning Director, delivered information on the administrative update to the Capital Improvements Element (CIE) Comprehensive Plan. The State Statutes require that the CIE be updated annually and it implements the capital improvement plans and annual budget that the City Commission approves. Mr. Spraker explained that they are large items, typically over twenty-five thousand dollar-projects, which includes the Volusia County School Board, as the City entered into an interlocal agreement with them. Mr. Spraker added that transportation projects, concurrency, residential trends, population and permit information are also included. The update does not include any text changes to the goals, objectives and policies of the CIE. Mr. Spraker concluded that the City Commission dates for this will take place January 19, 2021 for the first reading and February 2, 2021 for the second reading.

Chairman Thomas commented that the City is not planning to spend money in 2021-2024 on parks and recreation. Mr. Spraker explained that the current year plan is only adopted and that in future years the Capital Improvement Plan can be amended to include other projects. He elaborated that new projects come in and go out or are expanded. Chairman Thomas commented on what he has learned from the Leisure Service Board regarding future projects listed that have been cancelled.

Ms. Shull noted that population growth has not changed too much from 1990-2020.

Mr. Jorczak asked about the status of Ormond Crossings. Mr. Spraker replied that it is a private development therefore comes from private funds and is not recorded in the Capital Improvement Plan regarding building infrastructure. He added that he has not seen any development applications for it although he is aware that there are always people looking for residential, commercial and industrial opportunities.

Ms. Shull asked how the Margaritaville, and Avalon developments and traffic affect the City of Ormond Beach and improvements in the budget. Mr. Spraker replied that Avalon will have its own process and review with opportunities to discuss the projects. The City's concurrency deals with projects within the city's level service standards.

Mr. Briley commented that Avalon will have the most affects due to the City supplying them water and sewer. Mr. Spraker answered that there are agreements already in place for water and sewer and part of the contracts state that Daytona Beach has to pay the infrastructure costs of the water and sewer improvements. Avalon will

have to go through a Comprehensive Plan amendment and zoning changes. City staff, the Department of Transportation (DOT), and Volusia County are all monitoring it. They have a concurrency review and as they change land uses they have to meet level services or do improvements to keep that level of service. Certain criteria is to be met even with another jurisdiction's approval.

Board discussion ensued regarding city water, sewer and wholesale profit margins. An example delivered was with Tymber Creek subdivision and how they pay wholesale rates as well as individually metering it in their development.

Ms. Tolland asked who assigns the years when city money is spent referencing Leisure Services. Mr. Spraker replied that it is through the Capital Improvement Plan process and annual budget which is prepared in April, then goes through the Budget Advisory Board, then to City Commission for adoption in September. From there it is put into the Capital Improvement Element Schedule Update.

Chairman Thomas added that anything budgeted for a specific year is completed the following year, not in the same year.

Mr. Galloway commented that Leisure Services gets "short-changed". Mr. Spraker replied that the City continues to meet the level of service for all components including transportation, recreation, water and sewer with the information detailed on how the level of service is met on the Capital Concurrency worksheet included in the Board packet. He continued that if there are issues with the individual budgeting that it should be met through the budgeting process. Mr. Spraker concluded that the Master Plan Update is coming with the Leisure Service Advisory Board and the Quality of Life Board as the steering committee for it, where they will identify funding options. A Master Plan for Recreation will also be in the works next year.

Ms. Tolland commented that she noticed in the Board packet that the Downtown Steering Committee is a 'positive' and is moving forward with recommendations being implemented.

Mr. Scudiero made a motion to approve and accept MM 2019-020: Capital Improvements Element (CIE) Annual Update. Mr. Briley seconded the motion. Vote was called, and the motion was approved (7-0).

IX. OTHER BUSINESS

None.

X. MEMBER COMMENTS

Ms. Tolland wished everyone a wonderful Christmas season and safe New Year. Mr. Jorczak reiterated Ms. Tolland's comment.

Mr. Galloway asked about an Engineering Beach Street project. He was advised that Engineering will be reaching out to him. Mr. Galloway thanked staff and wished everyone a wonderful Holiday season.

Mr. Briley thanked staff and the Board and wished everyone a happy holiday.



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Joyce A. Shanahan, City Manager

Date: February 2, 2021

Subject: Draft Letter to Volusia County regarding land preservation at Plantation Oaks

Commission Goal: N/A

Introduction

As discussed at the January 19, 2021, City Commission meeting, this is a request for the City Commission to issue a letter to Volusia County in support of their consideration to purchase 76 lots associated with a current development project, Plantation Oaks, under the Volusia Forever, ECHO, or any other eligible grant or purchasing program that the County determines is appropriate for this purpose.

Discussion

A draft letter is attached to this memorandum for the City Commission's consideration.

Citizen Impact

The City of Ormond Beach strongly supports efforts to protect this special resource. Much like a state park, increasing the natural vegetative buffer along Old Dixie Highway and preserving this unique gem of Central Florida will be something that is enjoyed and utilized by residents all throughout Volusia County and beyond.

Recommendation

It is recommended that City Commission discusses and additional direction regarding the attached draft letter.

Attachments:

- Draft Ltr to County Plantation Oaks Land Preservation (DOCX)
- County Council Agenda Item-12A-8472 (PDF)



CITY OF ORMOND BEACH

22 S. Beach St. Ormond Beach, FL 32174 (386) 677-0311 Fax: (386) 676-3330

February 2, 2021

The Honorable Jeff Brower, Chairman
Volusia County Council
Thomas C. Kelly Administration Center
123 W. Indiana Avenue
DeLand, FL 32720

Mr. George Recktenwald, County Manager
County of Volusia
Thomas C. Kelly Administration Center
123 W. Indiana Avenue
DeLand, FL 32720

Re: Plantation Oaks Land Preservation

Dear Chairman Brower and Mr. Recktenwald:

Land preservation within the loop area has occurred with public purchase and land donations since the 1980's, with over 21,000 acres of land in public ownership per the Volusia County Property Appraiser's website. As has been the case for many years, residents in Ormond Beach and throughout the County value the Ormond Scenic Loop & Trail for its aesthetic beauty and environmental importance. For over fifteen years, the Ormond Scenic Loop & Trail Byway group has worked to protect and preserve the loop and its scenic roads at both the City and County level, along with the Florida Department of Transportation (FDOT) designation. This area is kept beautiful through the efforts of dedicated volunteers and donations.

Citizens recently expressed interest in preserving additional land (76 lots) associated within a Volusia County approved National Gardens Development of Regional Impact (DRI) and Plantation Oaks Planned Development, which is partially located on Old Dixie Highway. The area was previously located within Volusia County, but was annexed into the City in 2015 based on the need for utility service connections. All development entailments were granted by Volusia County for the DRI in 1986 and the Planned Development in 2002. Old Dixie Highway is one of several public roads that comprise the over 30-mile Ormond Scenic Loop & Trail, which was officially designated as a Florida Scenic Highway in 2007 and National Scenic Byway in 2009.

On January 19th a formal request of the County Council was made to expand the buffer along the loop through the purchase of 76 lots of the current Plantation Oaks project that are closest to Old Dixie Highway. The development has been approved for a 175-foot buffer along Old Dixie Highway and the developer has indicated a willingness to further protect these areas by providing



Chairman Jeff Brower /Mr. George Recktenwald
 February 2, 2021
 Page 2

for a conservation easement over this property. The expressed interest of citizens indicates that purchase of the 76 lots would help to further increase the natural vegetative buffer between the Plantation Oaks and Old Dixie Highway.

The City of Ormond Beach strongly supports efforts to protect this special resource. Much like a state park, increasing the natural vegetative buffer along Old Dixie Highway and preserving this unique gem of Central Florida will be something that is enjoyed and utilized by residents all throughout Volusia County and beyond. As such, we support Volusia County utilizing the Volusia ECHO Advisory Committee and Volusia Forever Advisory Committee, consistent with the attached resolution that was recently adopted, and specifically designed with county-wide preservation in mind. We support these advisory committees developing program procedures, guidelines, and criteria to evaluate this property for consistency with those established standards. Should either or both of these committees recommend this property for county-wide preservation purposes, the City would fully support the use of ECHO or Volusia Forever funds for this property.

We appreciate your efforts to continue the important work of land preservation throughout Volusia County and thank you for your consideration in this matter.

If you would like to discuss this further, or have any questions, please contact Joyce Shanahan, City Manager, at 386-676-3200.

Sincerely,

 Bill Partington, Mayor

 Dwight Selby, Zone 1 Commissioner

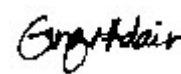
 Troy Kent, Zone 2 Commissioner

 Susan Persis, Zone 3 Commissioner

 Rob Littleton, Zone 4 Commissioner

CC: The Honorable Ben Johnson, Volusia County Council At-Large Representative
 The Honorable Barbara Girtman, Volusia County Council District 1 Representative
 The Honorable Billie Wheeler, Volusia County Council District 2 Representative
 The Honorable Danny Robins, Volusia County Council District 3 Representative
 The Honorable Heather Post, Volusia County Council District 4 Representative
 The Honorable Fred Lowry, Volusia County Council District 5 Representative



Date: 01/19/2021		AGENDA ITEM				Item: 12-A	
☐ Ordinance		☒ Resolution		☐ Budget Resolution		☐ Other	
County Goals							
☒	Thriving Communities	☐	Economic & Financial Vitality	☐	Excellence In Government	☐	NA
Department: Growth And Resource Management							
Division: Environmental Management							
Subject: Resolution establishing the Volusia Forever Advisory Committee.							
Clay Ervin Director Growth and Resource Management  Department Approval				Legal Thomas Russell Brown Assistant County Attorney  Approved as to Form and Legality		County Manager's Office Ryan Ossowski Chief Financial Officer 	
Ginger Adair Director Environmental Services  Division Approval							
Council Action:							
Modification:							
Account Number(s): NA							
Total Item Budget: NA							
Staff Contact(s):				Phone:		Ext.	
Clay Ervin				386 822 5013		12000	
Ginger Adair				386 736 5927		12059	
Summary/Highlights: The County Council, at the January 7, 2021, meeting, directed staff to draft a resolution re-establishing the Volusia Forever Advisory Committee (committee). Council directed that the committee should be organized consistent with the previous committee established by Resolution 2007-79, with the addition of criteria for experience or expertise beneficial to the Volusia Forever program. The attached resolution is substantially similar to the 2007 resolution, with three modifications: 1. Added language in Section III (starting on page 2, line 27) describing criteria for selection of applicants, 2. Added language to Section VI (page 3 lines 25 and 26) stating that the committee will review the annual program audit reports and make recommendations to the council as needed, consistent with resolution 2020-80 and the ballot language, which required "full public disclosure through annual audits", and 3. Removed language from Section X stating that the committee would meet "but not more							

than six (6) time annually", in expectation of more than six meetings in 2021 to accommodate the listening sessions.

If approved, staff will move forward immediately with advertisement for the committee members.

Recommended Motion: Approval.

RESOLUTION 2021-____

A RESOLUTION OF THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, CREATING THE VOLUSIA FOREVER ADVISORY COMMITTEE IN COMPLIANCE WITH RESOLUTION 2020-80; OUTLINING THE PURPOSES OF THE BOARD; PROVIDING FOR MEMBERSHIP AND MEMBERSHIP CRITERIA, TERMS OF ADVISORY BOARD MEMBERS, AND FILLING OF VACANCIES; PROVIDING FOR AN ORIENTATION AND GOAL SETTING; ESTABLISHING RESTRICTIONS ON MEMBERSHIP; APPLYING THE CODE OF ETHICS; ESTABLISHING REQUIREMENTS FOR MEETINGS, OFFICERS, BY-LAWS, AND ADMINISTRATIVE SUPPORT; PROHIBITING CERTAIN ACTIVITIES, REPEALING RESOLUTION 2007-79; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the voters of Volusia County approved the Volusia Forever ballot initiative, as outlined in Resolution 2020-80, and affirmed their desire to continue to have a long-term program for the acquisition and improvement of environmentally sensitive lands, forests and farmlands, and water resource and outdoor recreation lands, and

WHEREAS, Resolution 2020-80 sets forth policies, procedures and acquisition goals for the Volusia Forever program and requires the creation of an advisory oversight committee by June 1, 2021, to conduct an ongoing review of all projects under consideration and make recommendations thereon to the County Council, and

WHEREAS, there is a continued need for a citizens advisory committee to provide recommendations and advice to the Volusia County Council regarding implementation of the Volusia Forever program.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF THE COUNTY OF VOLUSIA, FLORIDA, IN OPEN MEETING AT COUNCIL CHAMBERS IN THE CITY OF DELAND, FLORIDA, THIS 19TH DAY OF JANUARY, 2021, AS FOLLOWS:

SECTION I. Creation of the Volusia Forever Advisory Committee

There is hereby created and established the Volusia Forever Advisory Committee (hereinafter "committee") which shall be appointed by the county council.

SECTION II. Purpose.

1 The following are the stated purposes of the committee:

2 A. To oversee the review of proposed acquisitions and improvements by the Volusia
3 Forever program and make recommendations to the county council;

4 B. To review the applications to ensure that such requests meet the objectives, criteria,
5 procedures and guidelines of the Volusia Forever program;

6 C. To periodically review program procedures, guidelines, and criteria established by the
7 county council for acquiring property utilizing Volusia Forever funds and make
8 recommendations to the county council for modification;

9 D. To oversee the review of proposed acquisitions and improvements for consistency
10 with the intent and goals established in Resolution 2020-80;

11 E. To assess program priorities and recommend the ranking of properties and projects
12 for acquisition or improvement;

13 F. To make recommendations regarding applications for and participation in federal,
14 state and district land acquisition and capital improvement grant programs;

15 G. To review and/or assess the land acquisition, water resource protection, forests and
16 farmlands, and outdoor recreation needs of the Volusia County community and make
17 recommendations on how the Volusia Forever program can address them; and

18 H. To recommend further evaluation of properties through resource assessments in order
19 to determine program interest in acquisition or improvement.

20 SECTION III. Membership.

21 The county council shall appoint nine (9) electors as members of the committee, who
22 shall be nominated as follows:

23 A. One elector residing in a council district as nominated by the district council member.

24 B. Two electors residing in the county nominated each by the at-large council member
25 and the County Chair; one elector from the west side of the county and one elector
26 from the east side of the county.

27 Criteria for selection of applicants for service as a member on the committee by county
28 council should include a balanced representation of the interests of Volusia County citizens

including but not limited to environmental, land management and conservation interests, agricultural and business interests, educational interests, general civic and citizen interest, and commitment to the Volusia Forever program. Additionally, committee selection should include members that demonstrate experience, expertise, knowledge, or interest in ecology, biology, conservation of natural resources, real estate or land acquisition, land appraisal, land management, eco-tourism or environmental education, or farming and forestry experience.

Committee members shall remain in office only so long as they are qualified registered electors and residents of the county council district, as to those nominated pursuant to subsection A above, or residents of the county, as to those nominated pursuant to subsection B above, and so long as not removed in accordance with Section IV below.

SECTION IV. Terms of Committee Members.

A. Members of the committee shall be appointed to serve at the pleasure of the county council for two (2) year terms expiring on March 31 of odd numbered years or until their successors are duly appointed and qualified if that be later.

B. If any member fails to attend two (2) meetings, during any calendar year, ending December 31, regardless of the reason, the member's seat shall be deemed vacant.

SECTION V. Orientation.

The county manager or designee will conduct a committee orientation in the first quarter of the year in which appointments are to be made. The orientation will acquaint committee members with parliamentary procedures, sunshine law, public records law, appropriate program resolutions and policies, and county personnel that will be assigned to the committee.

SECTION VI. Goal Setting.

The committee shall conduct an annual goal setting session where it will outline its work-plan for the year. The committee will make an annual report to the county council on accomplishment of the committee's work-plan. The committee will also review Volusia Forever program audit reports and make recommendations as needed to the county council.

SECTION VII. Vacancies.

1 A committee vacancy shall be filled upon nomination by the council member who shall
2 have made the nomination to the vacated position or the successor to that council member.
3 Appointments to fill any vacancy shall be for the remainder of the unexpired term.

4 SECTION VIII. Membership Restrictions.

5 No committee member who is a board member, officer, employee, consultant, advisor or
6 has a contractual or beneficial relationship with any entity that is an applicant for or grantee of
7 funds from the Volusia Forever program shall vote or participate in consideration of or vote on
8 any matter concerning that entity. A committee member may not have any ownership of or other
9 beneficial interest in any property considered for acquisition or improvement. A person may only
10 serve on two (2) Volusia County boards or committees at a time, and no elected official or
11 employee of the county government shall be appointed on the Volusia Forever Advisory
12 Committee.

13 SECTION IX. Code of Ethics for Public Officers and Employees.

14 Committee members shall disclose all ownership of and beneficial interest in all
15 properties in Volusia County.

16 SECTION X. Meetings, Officers, and Administrative Support.

17 A. The committee will meet at least quarterly, unless otherwise needed, in order to
18 accomplish those issues outlined in their county council approved work-plan.
19 Meetings may be called by the chair of the committee or the county manager or
20 designee.

21 B. The committee shall annually elect by a majority vote a chair and vice-chair. No
22 committee member may serve more than two (2) consecutive years as chair or vice-
23 chair.

24 C. The county manager shall assign personnel appropriate to provide administrative
25 support to the committee including staff processing and analysis of applications and
26 preparation and retention of committee records including notices, agendas, minutes
27 and correspondence to the county council in accordance with the Florida public
28 records law.

29 SECTION XI. Prohibitions.

At other than committee meetings, the committee and each member thereof are prohibited from soliciting offers or negotiating or otherwise engaging in contact with the owners or representatives of owners of properties that may be considered for acquisition or improvement of lands by the Volusia Forever program. The responsibility for publicizing the program and soliciting, contacting and negotiating with property owners, potential sellers, or representatives thereof is the sole responsibility of the county manager or designee. Members of the committee are prohibited from representing the Volusia Forever program or county interests to any public or private land acquisition or preservation support entity including the St. Johns River Water Management District, the State of Florida and the United States of America unless otherwise directed by the county council or county manager or the designee.

SECTION XII. Conflicting Resolutions and Bylaws.

Resolution 2007-79 is hereby repealed and this Resolution shall prevail over any other conflicting resolution or Volusia Forever Advisory Committee By-Laws.

SECTION XIII. Effective Date.

This Resolution shall take effect immediately upon its passage and adoption.

DONE AND ORDERED IN OPEN MEETING.

ATTEST

COUNTY COUNCIL
VOLUSIA COUNTY, FLORIDA

George Recktenwald,
County Manager

Jeffrey S. Brower,
County Chair