



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

JANUARY 19, 2016

AGENDA

ALL CITIZENS DESIRING TO ADDRESS THE PORT ORANGE CITY COUNCIL DURING CITIZEN PARTICIPATION SHOULD COMPLETE A SPECIAL APPLICATION FORM WHICH IS LOCATED ON THE STANDS OUTSIDE THE COUNCIL CHAMBERS. AFTER COMPLETING THE FORM, PRESENT IT TO THE CITY CLERK.

A. OPENING

1. Pledge of Allegiance
2. Invocation - Rev. Christopher Bailey - Chaplain at Bert Fish Hospital
3. Roll Call
4. Rules of Procedure

B. AGENDA APPROVAL

C. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

5. Corey McCormack Proclamation
6. Finance Awards

D. PUBLIC HEARING

7. Second Reading - Ordinance No. 2015-41 – Annexing approximately 5 acres of property located at 1780 Taylor Road into the City of Port Orange; Case No. 15-10000001
8. Second Reading - Ordinance No. 2015-42 - Small-Scale Comprehensive Plan Amendment changing the Future Land Use (FLU) designation for 1780 Taylor Road from Volusia County Urban Low Intensity (ULI) to City of Port Orange Suburban Residential (2-4 units/acre); CASE NO. 15-20000001
9. Second Reading - Ordinance No. 2015-43 – Rezoning and 1st Amendment to the Amended and Restated Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the Crane Lakes Planned Unit Development (PUD); CASE NO. 15-40000002

10. First Reading - Ordinance No. 2016-1 - Rezoning, Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for Serenity Hills PUD; east side of Hensel Road, north of Hills Boulevard

11. Subdivision Variance for 988 Old Sugar Mill Road
Case No. 15-90000004

E. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

12. Parks & Recreation Advisory Board Report

F. CITIZEN PARTICIPATION (Agenda)

13. F.A.I.T.H. - Fighting Against Injustice Toward Harmony (Jessica Robillard)

G. CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

H. COUNCIL COMMENTS

14. Comments/Concerns from Council Members

I. CONSENT AGENDA

15. Approval of Minutes

a. January 5, 2016 - Regular City Council Meeting

16. Resolution No. 16-6 – Easement Vacations, Walmart (1590 Dunlawton Avenue) and Murphy Oil (1596 Dunlawton Avenue)

17. Resolution No. 16-7 - Adopting the 2016 Volusia Multi-Jurisdictional Program for Public Information

18. Riverwalk Park Phase 1A Change Order No. 3 to Construction Contract with AG Pifer for 25 day time extension

19. Change Order 1 to Standard Contract for Services with Taka Elevator Company, LLC

20. Write-off of Uncollectable Miscellaneous Accounts Receivable

21. Proposed License Agreement – Lot 23, Countryside PUD, Unit XII - B Subdivision; 3941 Oak Crest Circle

22. Proposed License Agreement – Lot 78, Twin Gates Mobile Estates Subdivision; 78 Stone Gate Lane

23. Major Special Event Request - Volusia Flagler Family YMCA 5K @ Aunt Catfish Restaurant at 4009 & 4108 Halifax Drive and 4085 Ridgewood Avenue.

J. COMMENTS

24. City Attorney Comments

25. City Manager Comments

K. COUNCIL COMMITTEE REPORTS

26. City Council Committee Reports

- a. Library Board (Meeting held 1/7/16)
- b. Arthaus
- c. Chamber of Commerce
- d. Roundtable

L. ADJOURNMENT

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE HE OR SHE MAY NEED TO ENSURE AT HIS OR HER OWN EXPENSE FOR THE TAKING AND PREPARATION OF A VERBATIM RECORD OF ALL TESTIMONY AND EVIDENCE OF THE PROCEEDINGS UPON WHICH THE APPEAL IS TO BE BASED.

NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129, TELEPHONE NUMBER 386-506-5563, WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING DATE; IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 1-800-955-8771.

Proclamation

WHEREAS, Corey McCormack has been a teacher at Silver Sands Middle School for five years, as well as a FFEA Sponsor and a SWAT Advisor; and

WHEREAS, in November, 2015, Corey McCormack, seated behind her desk during second period social studies class, became much more than a teacher at Silver Sands Middle School; and

WHEREAS, Corey McCormack noticed that a sixth grade student in her classroom, Timothy Monahan had stood up with his face red and his hands around his throat obviously in distress; and

WHEREAS, Corey immediately put her training and practice to test and quickly responded to a life threatening emergency; and

WHEREAS, Corey quickly ran from behind her desk, turned Timothy around, and performed the Heimlich maneuver on him, successfully dislodging the obstruction from his throat; and

WHEREAS, Timothy regained his ability to breath immediately, and Corey became a hero, and

WHEREAS, Corey McCormack deserves our sincere thanks, recognition and praise for her quick and brave response, excellent judgment and professionalism.

NOW, THEREFORE, I, Allen Green, Mayor of Port Orange, in recognition of her dedication and service as a teacher in the Volusia County School District, commend

Corey McCormack

for her outstanding accomplishments, and sincerely thank her for her lifesaving efforts and her service to our community.

On behalf of the City Council, City Staff, and citizens of this community, thank you for all you have done to make Port Orange a better place.

Mayor Allen Green
January 19, 2016



Government Finance Officers Association
203 N. LaSalle Street - Suite 2700
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806

December 23, 2015

The Honorable Allen Green
Mayor
City of Port Orange
1000 City Center Circle
Port Orange

FL 32129

RECEIVED

JAN 05 2016

CITY OF PORT ORANGE
RECEIVED

Dear Mayor Green:

We are pleased to notify you that your comprehensive annual financial report for the fiscal year ended **September 30, 2014** qualifies for a Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An award for the Certificate of Achievement has been mailed to:

Tracey Riehm
Finance Director

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and that appropriate publicity will be given to this notable achievement. A sample news release is enclosed to assist with this effort. In addition, details of recent recipients of the Certificate of Achievement and other information about Certificate Program results are available in the "Awards Program" area of our website, www.gfoa.org.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,
Government Finance Officers Association

Stephen J. Gauthier, Director

Technical Services Center

SJG/ds



Government Finance Officers Association
203 N. LaSalle Street - Suite 2700
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806

12/23/2015

NEWS RELEASE

For Information contact:
Stephen Gauthier (312) 977-9700

(Chicago)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **City of Port Orange** by the Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s), department or agency designated by the government as primarily responsible for preparing the award-winning CAFR. This has been presented to:

Finance Department, City of Port Orange

The CAFR has been judged by an impartial panel to meet the high standards of the program including demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

The GFOA is a nonprofit professional association serving approximately 17,500 government finance professionals with offices in Chicago, IL, and Washington, D.C.



**The Government Finance Officers Association
of the United States and Canada**

presents this

AWARD OF FINANCIAL REPORTING ACHIEVEMENT

to

Finance Department
City of Port Orange, Florida



The award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the individual(s) designated as instrumental in their government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.

Executive Director

Jeffrey R. Emer

Date December 23, 2015



Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**City of Port Orange
Florida**

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

September 30, 2014

Executive Director/CEO



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CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/19/2016

Consent item: No

SUBJECT: Second Reading - Ordinance No. 2015-41 – Annexing approximately 5 acres of property located at 1780 Taylor Road into the City of Port Orange; Case No. 15-10000001

DEPARTMENT: Community Development

GOAL: 4 - Fiscal Sustainability

OBJECTIVE: 2 - Explore annexation opportunities

RECOMMENDED MOTION: Move to approve Ordinance No. 2015-41, to annex approximately 5 acres located at 1780 Taylor Road into the City of Port Orange.

SUMMARY: The property owner has requested the voluntary annexation of ±5 acres into the City of Port Orange. The subject property is located on the north side of Taylor Road, between the existing entrances to the Crane Lakes and Forest Lake Preserve subdivisions. The property owner is also requesting to change the Future Land Use (FLU) designation of the subject property to City of Port Orange Suburban Residential (2-4 units/acre) and rezone the subject property to add it into the Crane Lakes Planned Unit Development (PUD).

Various City Departments, including Fire and Rescue, Public Utilities, Finance, Public Works, and Parks and Recreation have reviewed the annexation request and based on the impact analysis there is adequate capacity to accommodate the proposed annexation.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Ord. No. 2015-41	Ord. No. 2015-41.pdf
2.	Staff Report	Crane Lakes Annexation Staff Rpt.pdf
3.	Sketch of Updated City Boundary	Sketch_Updated City Boundary.pdf

Fenwick, Robin

Created/Initiated - 12/08/2015

ORDINANCE NO. 2015-41

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, ANNEXING
APPROXIMATELY 5 ACRES OF PROPERTY LOCATED AT
1780 TAYLOR ROAD; REPEALING CONFLICTING
ORDINANCES; PROVIDING FOR SEVERABILITY; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owner of real property in an unincorporated area of Volusia County, Florida, contiguous to the boundary of the City of Port Orange and reasonably compact, has petitioned the governing body of the City of Port Orange that said property be annexed to and become part of Port Orange, Florida; and

WHEREAS, the City Council of the City of Port Orange, Florida, has determined that the petition is a bona fide request by the owner of real property in the area proposed to be annexed; and

WHEREAS, the City Council of the City of Port Orange, Florida, finds that it is in the best interest of the citizens of the City of Port Orange to annex said territory into the corporate limits of the City of Port Orange; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange hereby annexes the parcels of land described on **Exhibit "A"**, attached hereto and incorporated herein by reference, being in the County of Volusia and contiguous to the boundary lines of the City of Port Orange into the City of Port Orange and said parcels shall be subject to the jurisdiction, obligations, benefits and privileges of the City of Port Orange.

Section 2. The boundary lines of the City of Port Orange are hereby changed and redefined, including the annexed land described land described in **Exhibit "B"**.

Section 3. Upon approval at first reading, the City Clerk is hereby directed to publish Notice of Annexation as required by Section 171.044(2), Florida Statutes (2002), at least once each week for two (2) consecutive weeks in a newspaper of general circulation in the City of Port Orange or Volusia County and to provide a copy of said notice via certified mail to the Volusia County Council.

Section 4. Within seven (7) days, after adoption of this ordinance, the City Clerk is directed to file the original of said ordinance with the Clerk of the Circuit Court and the chief administrative officer of Volusia County and the Department of State.

Section 5. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 6. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 7. This ordinance shall become effective as provided by general law.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading this day of

Passed and adopted on second and final reading this day of

Reviewed and Approved: _____
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1: COMMENCING AT THE NORTHWEST CORNER OF THE N.E. 1/4 OF THE S.E. 1/4 OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST; THENCE SOUTH ALONG THE WESTERLY LINE THEREOF, A DISTANCE OF 752.09 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 45 DEGREES, 30 MINUTES, 20 SECONDS, EAST, A DISTANCE OF 659.23 FEET TO A POINT IN THE WESTERLY LINE OF SAMSULA PORT ORANGE ROAD (NOW TAYLOR ROAD); THENCE SOUTH 39 DEGREES, 53 MINUTES, WEST ALONG THE WESTERLY LINE OF SAID SAMSULA PORT ORANGE ROAD, A DISTANCE OF 200.0 FEET; THENCE NORTH 51 DEGREES, 09 MINUTES, WEST, A DISTANCE OF 439.18 FEET; THENCE NORTH 340.0 FEET TO THE PLACE OF BEGINNING.

PARCEL 2: COMMENCING AT THE NORTHWEST CORNER OF THE N.E. 1/4 OF THE S.E. 1/4 OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST; THENCE SOUTH ALONG THE WESTERLY LINE THEREOF, A DISTANCE OF 524.53 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 41 DEGREES, 05 MINUTES, 20 SECONDS, EAST, A DISTANCE OF 813.09 FEET TO A POINT IN THE WESTERLY LINE OF THE SAMSULA PORT ORANGE ROAD, NOW KNOWN AS TAYLOR ROAD; THENCE SOUTH 39 DEGREES, 53 MINUTES, WEST, ALONG THE WESTERLY LINE OF SAID TAYLOR ROAD, A DISTANCE OF 100 FEET; THENCE NORTH 45 DEGREES, 30 MINUTES, 20 SECONDS, WEST, A DISTANCE OF 659.23 FEET; THENCE NORTH 227.56 FEET TO THE PLACE OF BEGINNING.

EXHIBIT "A" (continued)

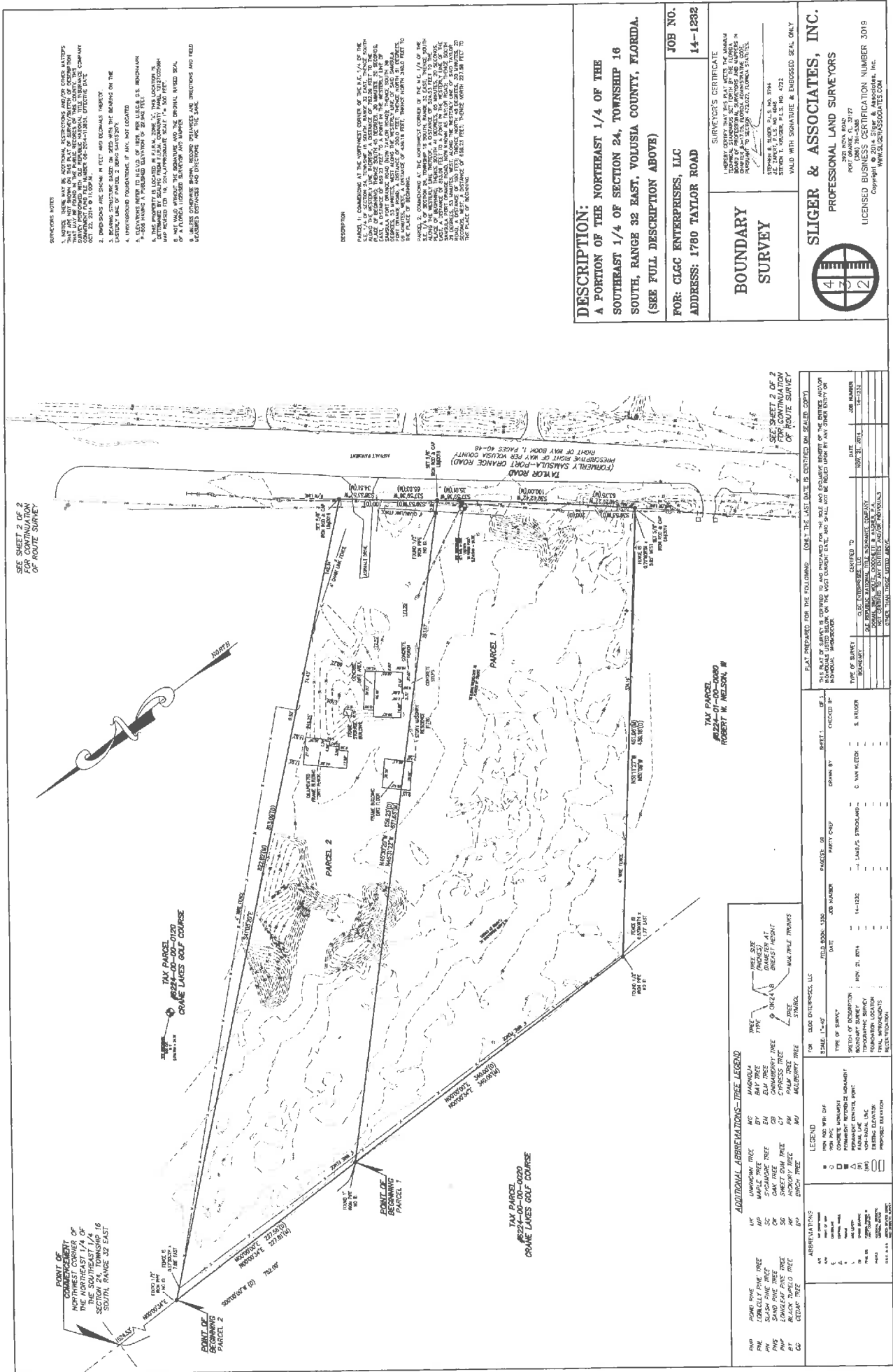


EXHIBIT "B"

LEGAL DESCRIPTION FOR THE CITY LIMITS OF PORT ORANGE, FLORIDA (PREPARED BY
SLIGER & ASSOCIATES, INC.) (REVISED 4/4/2012, JZ,12-0248)
ALL THAT PARCEL OF LAND BEING A PORTION OF:

TOWNSHIP 16 SOUTH, RANGE 33 EAST; TOWNSHIP 15 SOUTH, RANGE 33 EAST; TOWNSHIP
15 SOUTH, RANGE 32 EAST; TOWNSHIP 16 SOUTH, RANGE 32 EAST; AND TOWNSHIP 17
SOUTH, RANGE 33 EAST; BEING LOCATED WITHIN THE CITY OF PORT ORANGE, VOLUSIA
COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST,
PUBLIC LAND SURVEYS IN THE STATE OF FLORIDA;

THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 3 , TO THE SOUTHERLY
LINE OF THE FOLLOWING DESCRIBED PROPERTY, AS RECORDED IN OFFICIAL RECORDS
BOOK 1890, PAGE 0911, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA:

*((O.R.B. 1890, PAGE 0911) LOT 4, SUB. OF U.S. GOVERNMENT LOT 1, IN SECTION 34, TOWNSHIP
15 SOUTH, RANGE 33 EAST, AS LAYS WESTERLY OF U.S. HIGHWAY #1, AS RECORDED IN MAP
BOOK 3, PAGE 136, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; ALSO PART OF
GOVERNMENT LOT 1, LYING NORTH OF DOUGHERTY CANAL AND WEST OF U.S. HIGHWAY #1,
SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS:*

*BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 5 OF SAID SUBDIVISION IN SECTION 34,
TOWNSHIP 15 SOUTH, RANGE 33 EAST, AND/OR THE NORTHWEST CORNER OF SAID LOT 1 IN
SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, RUN THENCE S0°06'30"E, ALONG SAID WEST
LINE OF LOT 1, SECTION 3, A DISTANCE OF 409.1 FEET TO A POINT THEREIN; THENCE
N64°58'03"E, A DISTANCE OF 867.30 FEET TO A POINT IN THE WESTERLY LINE OF THE 100
FOOT RIGHT-OF-WAY OF U.S. HIGHWAY #1, AS NOW OCCUPIED AND ESTABLISHED; THENCE
N21°23'44"W, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 488.6 FEET TO ITS
INTERSECTION WITH THE NORTH LINE OF LOT 5, A SUB. OF LOT 1, SECTION 34, TOWNSHIP 15
SOUTH, RANGE 33 EAST, AFORESAID, THENCE S60°39'46"W ALONG SAID NORTH LINE OF LOT
5, A DISTANCE OF 696.93 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S 0°17'00"W,
ALONG THE WEST LINE FO LOT 5, A DISTANCE OF 72.0 FEET TO THE POINT OF BEGINNING,
CONTAINING 8.69 ACRES.)*

THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE, TO A POINT IN THE WEST
RIGHT OF WAY LINE OF U.S. HIGHWAY #1 (RIDGEWOOD AVENUE);

THENCE EASTERLY TO THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF U.S.
HIGHWAY #1 WITH THE SOUTHERLY LINE OF THE NORTHERLY 20 FEET OF LOT 3, MARY
ROUTH SMITH SUBDIVISION, AS RECORDED IN MAP BOOK 6, PAGE 53, PUBLIC RECORDS OF
VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ALONG THE SOUTHERLY LINE OF THE NORTHERLY 20 FEET OF SAID
LOT 3 TO THE EASTERLY LINE OF THE WESTERLY 175 FEET OF THE NORTHERLY 20 FEET
OF SAID LOT 3;

THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID WESTERLY 175 FEET TO THE
SOUTHERLY LINE OF RIVERLAND PARK, AS RECORDED IN MAP BOOK 9, PAGE 10, PUBLIC
RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID RIVERLAND PARK TO THE
WESTERLY LINE OF THE EASTERLY 132.5 FEET OF SAID LOT 3;

THENCE SOUTHERLY ALONG SAID WESTERLY LINE, TO THE SOUTHERLY LINE OF THE NORTHERLY 80 FEET OF SAID LOT 3;

THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF THE NORTHERLY 80 FEET, TO THE MEAN HIGH WATER LINE ON THE WESTERLY SHORE OF THE HALIFAX RIVER;

THENCE EASTERLY ACROSS SAID HALIFAX RIVER, TO THE SOUTHWEST CORNER OF LOT 21, RIVERVIEW SUBDIVISION ADDITION NO. 1, AS RECORDED IN MAP BOOK 19, PAGE 210, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 21 AND THE EASTERLY PROLONGATION THEREOF, TO THE SOUTHWEST CORNER OF LOT 34, SAID RIVERVIEW SUBDIVISION, ADDITION NO. 1;

THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 34, TO THE NORTH LINE OF SAID LOT 34;

THENCE EASTERLY ALONG SAID NORTH LINE OF LOT 34, TO THE EAST LINE OF SAID LOT 34;

THENCE SOUTHERLY ALONG SAID EAST LINE OF LOT 34, TO THE SOUTH LINE OF SAID RIVERVIEW SUBDIVISION, ADDITION NO. 1;

THENCE EASTERLY ALONG SAID SOUTH LINE OF RIVERVIEW SUBDIVISION ADDITION NO. 1, AND THE EASTERLY PROLONGATION THEREOF, TO THE EASTERLY RIGHT OF WAY LINE OF SOUTH PENINSULA DRIVE;

THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE OF SOUTH PENINSULA DRIVE, TO THE NORTHWEST CORNER OF LOT 21, BLOCK F, VAN VALZAH SUBDIVISION, AS RECORDED IN MAP BOOK 15, PAGE 64, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 21, TO THE EAST LINE OF SAID LOT 21;

THENCE SOUTHERLY ALONG SAID EAST LINE OF LOT 21 AND THE EAST LINE OF LOTS 16-20, SAID BLOCK F, TO THE SOUTH LINE OF SAID LOT 16;

THENCE WESTERLY ALONG SAID SOUTH LINE OF LOT 16, TO SAID EASTERLY RIGHT OF WAY LINE OF SOUTH PENINSULA DRIVE;

THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE OF SOUTH PENINSULA DRIVE TO THE NORTHERLY LINE OF THE SOUTHERLY 40 FEET OF THE NORTHERLY 640 FEET OF WINTHROP HOLDING CORPORATION'S RESUBDIVISION, PER MAP RECORDED IN MAP BOOK 11, PAGE 107, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ALONG SAID NORTHERLY LINE OF THE SOUTHERLY 40 FEET OF THE NORTHERLY 640 FEET, TO THE EASTERLY LINE OF SAID WINTHROP HOLDING CORPORATION'S RESUBDIVISION;

THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF WINTHROP HOLDING CORPORATION'S RESUBDIVISION, TO THE SOUTHERLY LINE OF THE NORTHERLY 740 FEET OF SAID WINTHROP HOLDING CORPORATION'S RESUBDIVISION;

THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF THE NORTHERLY 740 FEET AND THE WESTERLY PROLONGATION THEREOF, TO SAID MEAN HIGH WATER LINE ON THE EASTERLY SHORE OF THE HALIFAX RIVER;

THENCE SOUTHERLY ALONG SAID MEAN HIGH WATER LINE, TO THE INTERSECTION WITH THE FOLLOWING DESCRIBED LINE OR THE EASTERLY PROLONGATION THEREOF, PER SAID HOUSE BILL NO. 1911;

((HOUSE BILL NO. 1911) BEGIN AT A CONCRETE MONUMENT ON THE SOUTH LINE OF FLEMING AVENUE AS SHOWN ON THE PLAT OF MARY C. FLEMING SUBDIVISION, AS RECORDED IN MAP BOOK 1, PAGE 100, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID MONUMENT BEING 765.45 FEET EASTERLY, AS MEASURED ALONG SAID SOUTH LINE OF FLEMING AVENUE, FROM THE WEST LINE OF RIDGEWOOD AVENUE, A 100 FOOT STREET AS SHOWN ON THE PLAT OF NORWOOD, AS RECORDED IN MAP BOOK 5, PAGE 1, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ACROSS THE HALIFAX RIVER IN A STRAIGHT LINE, TO A POINT ON THE NORTH LINE OF SECTION 11, TOWNSHIP 16 SOUTH, RANGE 33 EAST, SAID POINT BEING 1196.25 FEET WESTERLY, AS MEASURED ALONG SAID NORTH LINE OF SECTION 11, FROM THE NORTHEAST CORNER OF SAID SECTION 11, SAID POINT BEING THE END OF SAID DESCRIBED LINE);

THENCE WESTERLY ALONG SAID DESCRIBED LINE, TO THE EASTERLY LINE OF THE INTRACOASTAL WATERWAY;

THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF THE INTRACOASTAL WATERWAY, TO THE NORTHERLY LINE OF THE CORPORATE LIMITS OF THE TOWN OF PONCE INLET;

THENCE WESTERLY ALONG SAID NORTHERLY LINE OF THE CORPORATE LIMITS, TO THE WESTERLY MEAN HIGH WATER LINE OF THE HALIFAX RIVER;

THENCE SOUTHERLY ALONG THE WESTERLY MEAN HIGH WATER LINE OF THE HALIFAX RIVER TO THE NORTHERLY MEAN HIGH WATERLINE OF ROSE BAY;

THENCE WESTERLY ALONG SAID NORTHERLY MEAN HIGH WATERLINE, TO A POINT THAT IS 300 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES, TO THE EAST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY;

THENCE, PARALLEL WITH SAID EAST RIGHT OF WAY LINE, SOUTHERLY, TO THE NORTHERLY LINE OF THE PALMAS GRANT, BEING SECTION 38, TOWNSHIP 16 SOUTH RANGE 33 EAST;

THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID PALMAS GRANT, TO THE WEST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY;

THENCE SOUTHERLY ALONG SAID WEST RIGHT OF WAY LINE, TO THE NORTHERLY MEAN HIGH WATER LINE OF STRICKLAND BAY (SPRUCE CREEK);

THENCE WESTERLY ALONG THE NORTHERLY MEAN HIGH WATER LINE OF SAID STRICKLAND BAY, TO THE WESTERLY LINE OF SAID PALMAS GRANT;

THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID PALMAS GRANT, TO THE SOUTH LINE OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 27, TO THE WEST LINE OF SPRUCE CREEK ROAD;

THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SPRUCE CREEK ROAD PARALLEL WITH THE WEST LINE OF SECTION 34, TOWNSHIP 16 SOUTH, RANGE 33 EAST, TO A POINT ON A LINE, SAID LINE BEING PERPENDICULAR TO THE WEST LINE OF SECTION 34 AND 205 FEET SOUTHERLY OF, AS MEASURED ALONG SAID WEST LINE FROM THE NORTHWEST CORNER THEREOF;

THENCE EASTERLY ALONG SAID PERPENDICULAR LINE, TO SAID WEST LINE OF SECTION 34;

THENCE WESTERLY ALONG THE WESTERLY PROLONGATION OF SAID PERPENDICULAR LINE A DISTANCE OF 200 FEET;

THENCE NORTHERLY, PARALLEL WITH SAID WEST LINE OF SECTION 34, TO THE NORTH LINE OF SECTION 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE WESTERLY ALONG SAID NORTH LINE OF SECTION 33, TO THE EAST LINE OF THE W 1/2 OF THE NE 1/4 OF SAID SECTION 33;

THENCE SOUTHERLY ALONG SAID EAST LINE OF THE W 1/2 OF THE NE 1/4, TO THE NORTHEAST CORNER OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 33;

THENCE SOUTHERLY ALONG THE EAST LINE OF SAID NW 1/4 OF THE SE 1/4, TO THE NORTH LINE OF THE S 1/2 OF THE SE 1/4 OF SAID SECTION 33;

THENCE EASTERLY ALONG SAID NORTH LINE OF THE S 1/2 OF THE SE 1/4, TO THE EAST LINE OF SAID SECTION 33;

THENCE SOUTHERLY ALONG SAID EAST LINE OF SECTION 33, TO THE SOUTH LINE OF SAID SECTION 33;

THENCE WESTERLY ALONG SAID SOUTH LINE OF SECTION 33, TO THE EAST LINE OF THE W 1/2 OF SECTION 4, TOWNSHIP 17 SOUTH, RANGE 33 EAST;

THENCE SOUTHERLY ALONG SAID EAST LINE OF THE W 1/2 OF SECTION 4, TO THE NORTH LINE OF THE SOUTHERLY 578 FEET OF THE NW 1/4 OF SAID SECTION 4;

THENCE WESTERLY ALONG SAID NORTH LINE OF THE SOUTHERLY 578 FEET, TO THE WEST LINE OF THE EASTERLY 176 FEET OF SAID NW 1/4;

THENCE SOUTHERLY ALONG SAID WEST LINE OF THE EASTERLY 176 FEET, TO THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION 4;

THENCE EASTERLY ALONG SAID SOUTH LINE OF THE NW 1/4, TO THE EAST LINE OF THE SW 1/4 OF SAID SECTION 4;

THENCE SOUTHERLY ALONG THE EAST LINE OF THE SW 1/4 OF SAID SECTION 4, TO THE SOUTHEAST CORNER THEREOF;

THENCE SOUTHERLY ALONG THE EASTERLY LINE OF THE NW 1/4 OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, TO THE NORTHERLY LINE OF SR 40-A (AKA PIONEER TRAIL);

THENCE WESTERLY ALONG SAID NORTHERLY LINE OF SR 40-A, TO THE WEST LINE OF LOT 3, 2ND SUBDIVISION OF ABBOTT FARMS, AS RECORDED IN MAP BOOK 8, PAGE 134, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG SAID WEST LINE OF LOT 3, TO THE SOUTHWEST CORNER OF LOT 18, SAID 2ND SUBDIVISION OF ABBOTT FARMS;

THENCE NORTHERLY ALONG SAID WEST LINE OF LOT 18, TO THE SOUTH LINE OF THE NORTH 827 FEET OF LOT 19;

THENCE WESTERLY ALONG SAID SOUTH LINE OF THE NORTH 827 FEET AND ALONG THE SOUTH LINE OF LOT 20, SAID 2ND SUBDIVISION OF ABBOTT FARMS, TO THE WEST LINE OF SAID LOT 20;

THENCE NORTHERLY ALONG SAID WEST LINE OF LOT 20, TO THE SOUTH LINE OF THE NW 1/4, SECTION 6, TOWNSHIP 17 SOUTH, RANGE 33 EAST;

THENCE WESTERLY ALONG THE SOUTH LINE OF SAID NW 1/4, TO THE WEST LINE OF THE SE 1/4 OF THE NW 1/4 SAID SECTION 6;

THENCE NORTHERLY ALONG SAID WEST LINE OF THE SE 1/4 OF THE NW 1/4 OF SECTION 6, TO THE SOUTH LINE OF THE N 1/2 OF THE SW 1/4 OF THE NW 1/4, SAID SECTION 6;

THENCE WESTERLY ALONG SAID SOUTH LINE OF THE SW 1/4 OF THE NW 1/4, TO THE EAST LINE OF THE WEST 256.00 FEET OF THE N 1/2 OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 6;

THENCE IN A NORTHERLY DIRECTION ALONG SAID EAST LINE OF THE WEST 256.00 FEET TO THE SOUTH LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 6, SAID SOUTH LINE ALSO BEING THE SOUTH LINE OF WATERS EDGE, PHASE V, AS RECORDED IN MAP BOOK 47, PAGES 117-120 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE IN A WESTERLY DIRECTION ALONG SAID SOUTH LINE OF WATERS EDGE, PHASE V, 181.27 FEET TO THE EASTERLY RIGHT OF WAY LINE OF AIRPORT ROAD, A 50 FOOT RIGHT OF WAY AS NOW LAID OUT AND IN USE;

THENCE SOUTHERLY ALONG SAID EAST RIGHT OF WAY LINE TO THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION 6;

THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, WESTERLY ALONG SAID SOUTH LINE OF THE NW 1/4 OF SAID SECTION 6 TO THE WEST RIGHT OF WAY LINE OF AIRPORT ROAD;

THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE, TO THE SOUTH LINE OF SECTION 31, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE WESTERLY ALONG SAID SOUTH LINE OF SECTION 31, TO THE WEST LINE OF SAID SECTION 31;

THENCE NORTHERLY ALONG SAID WEST LINE OF SECTION 31, TO THE SOUTH LINE OF THE NORTH 1710 FEET OF THE S 3/4 OF THE SE 1/4 OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

THENCE WESTERLY ALONG SAID SOUTH LINE OF THE NORTH 1710 FEET TO THE WEST LINE OF THE EAST 550 FEET OF THE S 3/4 OF THE SE 1/4 OF SAID SECTION 36;

THENCE NORTHERLY ALONG THE WEST LINE OF SAID EAST 550 FEET TO THE NORTH LINE OF THE SOUTH 420 FEET OF THE NORTH 660 FEET OF THE S 3/4 OF THE SE 1/4 OF SAID SECTION 36;

THENCE EASTERLY ALONG THE NORTH LINE OF SAID SOUTH 420 FEET TO THE WEST LINE OF SAID SECTION 31;

THENCE NORTHERLY ALONG SAID WEST LINE OF THE SE 1/4 OF SECTION 31, TO THE NORTHERLY RIGHT OF WAY LINE OF AIRPORT ROAD, A 100 FOOT RIGHT-OF-WAY, RECORDED IN OFFICIAL RECORDS BOOK 3048, PAGE 514, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

((O.R.B. 3048, PAGE 514) A PORTION OF SECTION 31, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID SECTION 31, RUN S89°59'54"W ALONG THE NORTH LINE OF SAID SECTION 31 A DISTANCE OF 50.01 FEET TO THE CENTERLINE OF PROPOSED AIRPORT ROAD, A 100.00 FOOT RIGHT-OF-WAY, AND THE POINT OF BEGINNING: THENCE DEPARTING SAID NORTH LINE OF SECTION 31, RUN ALONG SAID CENTERLINE THE FOLLOWING COURSES AND DISTANCES; S00°59'39"E, PARALLEL WITH THE EAST LINE OF SAID SECTION 31 A DISTANCE OF 423.69 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 1400.00 FEET AND A CENTRAL ANGLE OF 38°40'52"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 945.16 FEET; THENCE S57°41'13"W A DISTANCE OF 1852.57 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 1400.00 FEET AND A CENTRAL ANGEL OF 51°21'59"; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1255.12 FEET; THENCE S89°03'12"W A DISTANCE OF 2666.46 FEET TO THE WEST LINE OF SAID SECTION 31, AND THE TERMINATION OF SAID CENTERLINE, THE RIGHT-OF-WAY LINES OF SAID AIRPORT ROAD TO LENGTHEN OR SHORTEN TO INTERSECT WITH THE NORTH AND WEST LINES OF SAID SECTION 31);

THENCE NORTHEASTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE, TO THE BOUNDARY OF SABAL CREEK P.U.D., PHASE I, AS RECORDED IN MAP BOOK 44, PAGES 167-170, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE ALONG SAID BOUNDARY OF SABAL CREEK P.U.D., PHASE I, WESTERLY, SOUTHERLY AND NORTHERLY, TO THE SOUTHERLY MOST CORNER OF SABAL CREEK P.U.D., PHASE III, AS RECORDED IN MAP BOOK 45, PAGES 169 AND 170, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG THE WESTERLY BOUNDARY OF PARCEL "F", SAID SABAL CREEK P.U.D. PHASE III, TO THE NORTH CORNER OF PARCEL "C", SPRUCE CREEK SUBDIVISION, UNIT III-E, AS RECORDED IN MAP BOOK 43, PAGES 98-100, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA SAID NORTH CORNER OF PARCEL "C", BEING ON THE SOUTHERLY BOUNDARY OF THE SANCTUARY ON SPRUCE CREEK, PHASE IIB, AS RECORDED IN PLAT BOOK 46, PAGES 17-19, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE WESTERLY AND NORTHERLY ALONG THE BOUNDARY OF SAID THE SANCTUARY ON SPRUCE CREEK, PHASE IIB, TO THE BOUNDARY OF SPRUCE CREEK SUBDIVISION UNIT II B, AS RECORDED IN PLAT BOOK 38, PAGES 56-59, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG THE BOUNDARY OF SAID SPRUCE CREEK SUBDIVISION, UNIT II B, TO THE BOUNDARY OF SPRUCE CREEK SUBDIVISION UNIT II C, AS RECORDED IN PLAT BOOK 40, PAGES 79-81, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG THE BOUNDARY OF SAID SPRUCE CREEK SUBDIVISION UNIT II C, TO THE BOUNDARY OF FLY-IN SPRUCE CREEK, INC. SUBDIVISION, AS RECORDED IN PLAT BOOK 33, PAGES 103-108 IN PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG THE BOUNDARY OF SAID FLY-IN SPRUCE CREEK, INC. SUBDIVISION, TO THE CENTER LINE OF SPRUCE CREEK;

THENCE EASTERLY ALONG THE CENTER LINE OF SAID SPRUCE CREEK, TO THE WEST LINE OF THE EAST 1/2 OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE NORTHERLY ALONG SAID WEST LINE OF THE EAST 1/2 OF SECTION 30, TO THE NORTHWEST CORNER THEREOF;

THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 30 TO THE WEST LINE OF THE EAST 683.71 FEET OF THE NORTHWEST ¼ OF SAID SECTION 30;

THENCE SOUTHERLY ALONG THE WEST LINE OF THE EAST 683.71 FEET OF THE NORTHWEST ¼ OF SAID SECTION 30 TO THE MEAN HIGH WATER LINE OF THE NORTHERLY SHORE LINE OF SPRUCE CREEK;

THENCE WESTERLY ALONG SAID MEAN HIGH WATER LINE TO THE EAST LINE OF THE WESTERLY 825 OF SAID SECTION 30;

THENCE NORTHERLY ALONG SAID EAST LINE TO THE SOUTH LINE OF THE NORTHERLY 1000 FEET OF SAID SECTION 30;

THENCE EASTERLY ALONG SAID SOUTH LINE TO THE EAST LINE OF THE WEST 925 FEET OF SAID SECTION 30;

THENCE NORTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF SAID SECTION 30;

THENCE WESTERLY ALONG SAID NORTH LINE TO THE EAST LINE OF THE WEST ½ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 30;

THENCE SOUTHERLY ALONG SAID EAST LINE TO THE MEAN HIGH WATER LINE OF THE NORTH SHORE OF SPRUCE CREEK;

THENCE WESTERLY ALONG SAID MEAN HIGH WATER LINE TO THE WEST LINE OF SAID SECTION 30 AND THE EAST LINE OF THE FOLLOWING DESCRIBED PROPERTY, AS RECORDED IN OFFICIAL RECORDS BOOK 4823, PAGE 1318 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

((O.R.B. 4823, PAGE 1318) A PORTION OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, A PORTION OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST AND A PORTION OF R. L. LEFFMAN'S HOMESTEAD AS RECORDED IN MAP BOOK 3, PAGE 56, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE BEGIN AT THE CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID MONUMENT BEING THE SOUTHEAST CORNER OF SAID R. L. LEFFMAN'S HOMESTEAD; THENCE S03°39'12"W ALONG THE EASTERLY LINE OF SAID SECTION 25, 851.62 FEET TO AN INTERSECTION WITH THE NORTHERLY SHORE LINE OF SPRUCE CREEK; THENCE GENERALLY WESTERLY, SOUTHERLY AND WESTERLY ALONG THE NORTHERLY SHORE LINE OF SAID SPRUCE CREEK TO AN INTERSECTION WITH A LINE THAT BEARS S04°31'03"W OF THE SOUTHWEST CORNER OF LOT 7 OF SAID R. L. LEFFMAN'S HOMESTEAD; THENCE N04°31'03"E, 1625 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE S86°38'33"E ALONG THE SOUTH LINE OF SAID R. L. LEFFMAN'S HOMESTEAD 664.75 FEET; THENCE N04°06'44"E 380.26 FEET; THENCE

N87°00'44"W 981.56 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF OCCUPIED TAYLOR ROAD; THENCE N30°08'14"E ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD 44.95 FEET; THENCE S87°00'44"E 1406.14 FEET, THENCE N04°06'44"E 698.24 FEET; THENCE N87°00'44"W 999.285 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD AS OCCUPIED; THENCE N44°10'51"E ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD 264.34 FEET TO THE NORTH LINE OF R. L. LEFFMAN'S HOMESTEAD; THENCE S87°00'44"E ALONG THE NORTH LINE OF SAID R.L. LEFFMAN'S HOMESTEAD 1044.66 FEET TO THE WEST LINE OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE N04°06'44"E ALONG THE SAID WEST LINE OF SECTION 19 145.36 FEET; THENCE S85°44'44" E 1313.42 FEET; THENCE N03°50'56"E 1341.70 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S85°19'42"E 326.83 FEET; THENCE S03°46'57"W 1339.235 FEET; THENCE S85°44'44" E 328.36 FEET; THENCE S03°42'57"W 668.39 FEET; THENCE S85°57'39"E 658.25 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S03°34'54"W ALONG THE SAID EAST LINE 665.93 FEET TO THE SOUTH LINE OF SAID SECTION 19; THENCE N89°10'30"W 2639.195 FEET TO THE CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 19; THENCE S03°35'41.5"W ALONG THE EAST LINE OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST 113.775 FEET TO THE CONCRETE MONUMENT AND THE POINT OF BEGINNING.

ALSO

LANDS LYING SOUTHERLY OF THE NORTH BANK OF SPRUCE CREEK AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL THREE: ALL THAT PART OF THE SE ¼, NE ¼, SECTION TWENTY FIVE (25), TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY TWO (32) EAST, LYING AND BEING SOUTH AND EAST OF SPRUCE CREEK, EXCEPT SO MUCH THEREOF AS WAS TRANSFERRED IN FEE TO THE UNITED STATES OF AMERICA BY JUDGMENT IN CASE NO. 574-J CIVIL IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AS THE SAME APPEARS IN FOREIGN JUDGMENT BOOK 3, PAGE 322, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL FOUR: ALL THAT PART OF THE WEST ½, NE ¼, SECTION TWENTY-FIVE (25), TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY-TWO (32) EAST, LYING AND BEING SOUTH OF SPRUCE CREEK EXCEPT SO MUCH THEREOF AS WAS TRANSFERRED IN FEE TO THE UNITED STATES OF AMERICA BY JUDGMENT IN CASE NO. 574-J CIVIL IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AS THE SAME APPEARS IN FOREIGN JUDGMENT BOOK 3, PAGE 322, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

THE EXCEPTED PORTION OF PARCELS THREE AND FOUR ABOVE ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CONCRETE MONUMENT ON THE NORTH LINE OF THE NE ¼ OF THE SW ¼ OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT BEING LOCATED N49°40'40"E, 2088.72 FEET FROM A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF A TRACT OF LAND OWNED BY BELLE MURRAY AND BENNIE L. GRIFFIN; THENCE N89°01'30"E, ALONG THE NORTH LINE OF THE SOUTH ½ OF SAID SECTION 25, 1218.44 FEET TO A CONCRETE MONUMENT LOCATED AT THE TOP OF THE BLUFF OF THE EAST SIDE OF SPRUCE CREEK SWAMP FOR A PLACE OF BEGINNING; THENCE FROM SAID PLACE OF BEGINNING ALONG THE TOP OF THE BLUFF THE FOLLOWING COURSES AND DISTANCES: N00°59'20"W, 220.07 FEET TO A CONCRETE MONUMENT; N62°26'20"E, 300 FEET TO A CONCRETE MONUMENT; N54°33'00"E, 690 FEET TO A CONCRETE MONUMENT; N59°56'40"E, 320 FEET TO A CONCRETE MONUMENT; N80°57'00"E, 285 FEET TO A CONCRETE MONUMENT; N60°28'30"E, 366.58 FEET TO A CONCRETE MONUMENT ON THE EAST BOUNDARY OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT BEING LOCATED S00°31'50"W, 206.82 FEET FROM THE NORTHEAST CORNER OF THE SE ¼ OF THE NE ¼ OF SAID SECTION 25; THENCE SOUTH ALONG THE EAST LINE OF THE NE ¼ OF SECTION 25 TO THE

SOUTHEAST CORNER OF THE NE ¼ OF SECTION 25; THENCE WESTWARDLY ALONG THE SOUTH LINE OF THE NE ¼ OF SECTION 25 TO THE PLACE OF BEGINNING),

THENCE SOUTHERLY, SOUTHWESTERLY, NORTHEASTERLY AND NORTHERLY ALONG THE BOUNDARY LINES OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4823, PAGE 1318, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TO THE SOUTHWEST CORNER OF LOT 7, R. L. LEFFMAN'S HOMESTEAD AS RECORDED IN MAP BOOK 3, PAGE 56, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE SOUTH LINE OF LOT 7, RESUBDIVISION OF A PART OF THE LIVINGSTON HOMESTEAD AS RECORDED IN MAP BOOK 10, PAGE 240, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE WESTERLY ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID LOT 7, RESUBDIVISION OF A PART OF THE LIVINGSTON HOMESTEAD; THENCE WESTERLY TO THE WESTERLY RIGHT OF WAY LINE OF TAYLOR ROAD AT ITS INTERSECTION WITH THE SOUTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 24;

THENCE NORTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE SOUTH LINE OF THE LANDS DESCRIBED IN THE CITY OF PORT ORANGE, FLORIDA ANNEXATION ORDINANCE NUMBER 1998-80 AND DESCRIBED AS FOLLOWS,

((ORDINANCE NO. 1998-80) LEGAL DESCRIPTION:

THE EAST ½ OF THE SOUTHWEST ¼, TOWNSHIP 16, RANGE 32, SECTION 24, VOLUSIA COUNTY, FLORIDA AND THE NORTH 413.51 FEET MEASURED ON AND WEST OF ENTERPRISE ROAD OF LOT 3 AND THE NORTH 313.50 FEET MEASURED TO THE WEST LINE OF LOT 4 BEING 1524.43 FEET ON THE NORTH LINE AND 1254.78 FEET ON THE SOUTH LINE EXCEPTING THE TRIANGLE IN THE NORTHEAST CORNER PER OFFICIAL RECORD BOOK 1307, PAGE 83, BEING 296.79 FEET ON NORTH LINE AND 196.59 FEET ON ROAD PER OFFICIAL RECORD BOOK 275, PAGE 296, SUBDIVISION OF SOUTH ½ OF SOUTHEAST ¼ PER OFFICIAL RECORD BOOK 1709, PAGE 1430, AS RECORDED IN THE OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA.

ALSO DESCRIBED AS (O.R. BOOK 3078, PAGE 321), EASTERLY ½ OF THE SW 1/4 OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST, AND A PART OF LOTS 3 AND 4, OF ASSESSORS SUBDIVISION OF R.L. LEFFMAN'S HOMESTEAD AS PER MAP IN MAP BOOK 3, PAGE 56 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEING AT THE NORTHWEST CORNER OF SAID LOT 4, RUNNING THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOTS 4 AND 3, A DISTANCE OF 1524.43 FEET TO A POINT IN THE WESTERLY LINE OF ENTERPRISE ROAD (A 60 FOOT ROAD AS NOW LAID OUT AND USED) THENCE SOUTH 40 DEGREES, 42 MINUTES WEST ALONG THE WESTERLY LINE OF SAID ENTERPRISE ROAD, A DISTANCE OF 413.51 FEET TO A POINT, THENCE WESTERLY AND PARALLEL TO THE NORTHERLY LINE OF SAID LOTS 3 AND 4, A DISTANCE OF 1254.78 FEET TO A POINT IN THE WESTERLY LINE OF SAID LOT 4, THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 4, A DISTANCE OF 313.5 FEET TO THE PLACE OF BEGINNING, EXCEPTING THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID LOT 3 WITH THE WESTERLY LINE OF WEST HERBERT STREET (FORMERLY CALLED ENTERPRISE ROAD) (A 60 FOOT RIGHT OF WAY), THENCE SOUTH 88 DEGREES 55 MINUTES WEST 296.79 FEET, THENCE SOUTH 49 DEGREES 36 MINUTES 08 SECONDS EAST, 224.11 FEET TO A POINT IN THE WESTERLY LINE OF SAID HERBERT STREET, THENCE NORTH 39 DEGREES 53 MINUTES EAST ALONG THE WESTERLY LINE OF SAID WEST HERBERT STREET 196.59 FEET TO THE POINT OF BEGINNING, BEING ALSO KNOWN AS THAT PORTION OF SAID LOTS 3 AND 4, AFOREMENTIONED LYING EASTERLY OF THE EAST LINE OF THE 30 FOOT WIDE GAS COMPANY RIGHT OF WAY EASEMENT AND WESTERLY OF THE WEST LINE OF SAID WEST HERBERT STREET. SAID PARCEL CONTAINS 0.586 ACRES.)

THENCE WESTERLY ALONG SAID SOUTH LINE OF THE LANDS DESCRIBED IN THE CITY OF PORT ORANGE, FLORIDA ANNEXATION ORDINANCE NUMBER 1998-80 BOUNDARY, TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

THENCE SOUTHERLY ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF SAID SOUTHEAST 1/4, SECTION 24;

THENCE WESTERLY ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 24 TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SOUTHWEST 1/4;

THENCE NORTHERLY, ALONG THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF SAID SECTION 24 TO THE SOUTH LINE OF THE PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 4748, PAGE 685 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

*((O.R.B. 4748, PAGE 685) "ATLANTIS ANNEXATION DESCRIPTION"
A PORTION OF SECTIONS 13 AND 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:*

COMMENCE AT A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE N89°50'24"W, 2767.32 FEET TO A 1" IRON PIPE MARKING THE OCCUPIED SOUTH ¼ CORNER OF SAID SECTION 13; THENCE S89°29'27"W, 976.06 FEET TO THE CENTERLINE OF A 30 FOOT WIDE FLORIDA GAS TRANSMISSION COMPANY RIGHT-OF-WAY EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 669, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT BEING N89°29'27"E, 1776.42 FEET FROM A ½" IRON PIPE MARKING THE OCCUPIED SOUTHWEST CORNER OF SAID SECTION 13, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE S89°29'27"W, 1776.42 FEET TO SAID ½" IRON PIPE AND THE EAST LINE OF SAID SECTION 14; THENCE S00°35'19"E ALONG SAID EAST LINE, 190.60 FEET TO A 2" IRON PIPE MARKING THE SOUTHEAST CORNER OF SAID SECTION 14; THENCE S88°57'50"W ALONG THE NORTH LINE OF LOTS 1, 16 AND 17, TOMOKA FARMS SUBDIVISION, AS RECORDED IN MAP BOOK 6, PAGE 192, SAID PUBLIC RECORDS, AND THE EASTERLY PROJECTION THEREOF, 2595.68 FEET TO THE EASTERLY LINE OF TOMOKA FARMS ROAD, A PRESCRIPTIVE RIGHT-OF-WAY, AS RECORDED IN ROAD BOOK 1, PAGE 28, SAID PUBLIC RECORDS; THENCE N16°05'55"W ALONG SAID EASTERLY LINE, 833.38 FEET; THENCE N10°03'16"W ALONG SAID EASTERLY LINE, 22.61 FEET; THENCE N06°44'38"W ALONG SAID EASTERLY LINE, 224.69 FEET; THENCE N05°25'37"W ALONG SAID EASTERLY LINE, 434.02 FEET; THENCE N05°30'20"W ALONG SAID EASTERLY LINE, 480.00 FEET; THENCE N05°48'41"W ALONG SAID EASTERLY LINE, 480.00 FEET; THENCE N06°23'48"W ALONG SAID EASTERLY LINE, 201.86 FEET TO THE SOUTH LINE OF THE UN-NAMED 50 FOOT ROAD RIGHT-OF-WAY BETWEEN BLOCK NO. 2 AND BLOCK NO. 3 AS SHOWN ON PLAT NUMBER ONE OF CRAIG FARMS, AS RECORDED IN MAP BOOK 11, PAGE 89, SAID PUBLIC RECORDS; THENCE N89°27'37"E ALONG SAID SOUTH LINE, 1715.79 FEET TO THE WEST LINE OF THAT PORTION OF SAID UN-NAMED ROAD VACATED BY VOLUSIA COUNTY RESOLUTION NO. 94-238, AS RECORDED IN OFFICIAL RECORDS BOOK 3954, PAGE 415, VACATING CERTAIN PORTIONS OF SAID PLAT NUMBER ONE OF CRAIG FARMS; THENCE N00°31'39"W ALONG SAID WEST LINE AND ALONG THE EAST LINE OF LOT 16 AND LOT 7, BLOCK NO. 3, SAID PLAT NUMBER ONE OF CRAIG FARMS, 777.67 FEET; THENCE DEPART SAID EAST LINE N68°48'49"E, 1575.99 FEET; THENCE N47°36'36"E, 1656.79 FEET; THENCE S43°19'32"E, 1735.09 FEET TO A LINE DEFINING THE CITY LIMITS OF THE CITY OF PORT ORANGE, FLORIDA PER CITY OF PORT ORANGE, FLORIDA ORDINANCE NO. 1990-35 AS RECORDED IN OFFICIAL RECORDS BOOK 3553, PAGE 0588, SAID PUBLIC RECORDS; THENCE S47°03'35"W ALONG SAID CITY LIMITS, 349.39 FEET; THENCE S52°27'22"W ALONG SAID CITY LIMITS, 2478.68 FEET TO THE CENTERLINE OF SAID 30 FOOT WIDE FLORIDA GAS TRANSMISSION COMPANY RIGHT-OF-WAY EASEMENT; THENCE S35°57'16"E ALONG SAID CENTERLINE AND ALONG SAID CITY LIMITS, 607.14 FEET; THENCE S35°48'24"E ALONG SAID CENTERLINE AND ALONG SAID CITY LIMITS, 1733.39 FEET; THENCE

S28°29'28"E ALONG SAID CENTERLINE AND ALONG SAID CITY LIMITS, 172.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 364.35 ACRES, MORE OR LESS);

THENCE WESTERLY, SOUTHERLY, AND WESTERLY, ALONG THE SOUTHERLY PROPERTY LINE OF AFORESAID "ATLANTIS ANNEXATION DESCRIPTION" TO THE EASTERLY RIGHT OF WAY LINE OF TOMOKA FARMS ROAD AS RECORDED IN ROAD BOOK 1, PAGE 28 OF THE OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE NORTH LINE OF LOT 2, BLOCK 3, PLAT NO. 1, CRAIG FARMS AS RECORDED IN MAP BOOK 11, PAGE 89, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 2 AND ALONG THE NORTH LINE OF LOT 16, LOT 17 AND LOT 18, SAID BLOCK 3, PLAT NO. 1, CRAIG FARMS TO THE EAST LINE OF BLOCKS 3 AND 4, SAID PLAT NO. 1, CRAIG FARMS;

THENCE NORTHERLY ALONG SAID EAST LINE, TO THE NORTH LINE OF SAID PLAT NO. 1, CRAIG FARMS;

THENCE WESTERLY ALONG SAID NORTH LINE TO THE EASTERLY RIGHT OF WAY LINE OF TOMOKA FARMS ROAD AS SHOWN IN ROAD BOOK 1, PAGE 28 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE NORTH LINE OF A 200 FOOT ROADWAY AND UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2806, PAGE 1370 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R. BOOK 2806, PAGE 1370) A 200 FOOT RIGHT-OF-WAY BEING AND LYING 100 FEET ON EACH SIDE OF THE CENTERLINE MIRE PARTICULARLY DESCRIBED AS FOLLOWS: A PORTION OF SECTIONS 12, 11, 10, 15, 16, 17, 18, AND 19, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF SAID SECTION 12, RUN NORTH 00 DEGREES 42 MINUTES 03 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 12 A DISTANCE OF 1582.875 FEET TO THE CENTERLINE OF A 200 FOOT RIGHT-OF-WAY AND THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF THAT RIGHT-OF-WAY RECORDED IN OFFICIAL RECORDS BOOK 2490, PGE 998, AND THE NORTHWEST COUNNER OF THAT RIGHT-OF-WAYAS RECORDED IN OFFICIAL RECORDS BOOK 2483, PAGES 1012-1014, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN ALONG THE CENTERLINE OF THE 200 FOOT RIGHT-OF-WAY, SAID RIGHT-OF-WAY BEING 100 FEET ON EACH SIDE OF SAID CENTERLINE, THE FOLLOWING COURSES AND DISTANCES; NORTH 88 DEGREES 44 MINUTES 16 SECONDS WEST A DISTANCE OF 2649.16 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS 700.00 FEET A CENTRAL ANGLE OF 27 DEGREES 14 MINUTES 33 SECONDS AND A CHORD BEARING OF SOUTH 77 DEGREES 38 MINUTES 27 SECONDS WEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 332.83 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, A 350 FOOT RIGHT-OF-WAY; THENCE CONTINUE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13 DEGREES 42 MINUTES 06 SECONDS A DISTANCE OF 167.40 FEET; THENCE SOUTH 50 DEGREES 19 MINUTES 05 SECONDS WEST A DISTANCE OF 122.37 FEET TO THE P.C. OF AS CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 700.00 FEET, A CENTRAL AGLE OF 6 DEGREES 53 MINUTES 57 SECONDS, AND A CHORD BEARING OF SOUTH 53 DEGREES 46 MINUTES 04 SECONDS WEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 84.29 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE 95, THENCE CONTINUE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31 DEGREES 32 MINUTES 23 SECONDS A DISTANCE OF 385.33 FEET; THENCE

SOUTH 88 DEGREES 45 MINUTES 25 SECONDS WEST A DISTANCE OF 1765.40 FEET TO THE WEST LINE OF SAID SECTION 12, THE SOUTHWEST CORNER THEREOF BEARING SOUTH 02 DEGREES 28 MINUTES 54 SECINDS EAST A DISTANCE OF 1505.55 FEET; THENCE CONTINUE SOUTH 88 DEGREES 45 MINUTES 25 SECONDS WEST A DISTANCE OF 2983.32 FEET TO THE CENTERLINE OF A NATURAL GAS TRANSMISSION LINE AS DESCRIBED IN OFFICIAL RECORDS BOOK 669, PAGE 2 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE CONTINUE SOUTH 88 DEGREES 45 MINUTES 25 SECONDS WEST A DISTANCE OF 843.71 FEET TO THE OCCUPIED CENTERLINE LINE OF TOMOKA FARMS ROAD, A 100 FOOT RIGHT-OF-WAY AS NOW OCCUPIED; THENCE CONTINUE SOUTH 88 DEGREES 45 MINUTES 25 SECONDS WEST OF DISTANCE OF 1534.16 FEET TO THE WEST LINE OF SAID SECTION 11, THE SOUTHWEST CORNER THEREOF BEARING SOUTH 01 DEGREES 10 MINUTES 15 SECONDS EAST A DISTANCE OF 1334.88 FEET; THENCE CONTINUE SOUTH 88 DEGREES 45 MINUTES 25 SECONDS WEST A DISTANCE OF 173.39 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2000.00 FEET AND A CENTRAL ANGLE OF 47 DEGREES 55 MINUTES 13 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DESTANCE OF 1672.73 FEET; THENCE SOUTH 40 DEGREES 50 MINUTES 12 SECONDS WEST A DISTANCE OF 1066.31 FEET TO THE SOUTH LINE OF SAID SECTION 10, TO THE SOUTHEAST CORNER THEREOF BEARING NORTH 85 DEGREES 57 MINUTES 01 SECONDS EAST A DISTANCE OF 2373.58 FEET; THENCE CONTINUE SOUTH 40 DEGREES 50 MINUTS 12 SECONDS WEST A DISTANCE OF 3413.45 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHETLY, HAVING A RADIUS OF 2000.00 FEET AND A CENTRAL ANGLE OF 5 DEGREES 36 MINUTES 52 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 195.98 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF A 170 FOOT FLORIDA POWER & LIGHT COMPANY RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 756, PAGE 67, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE CONTINUE WESTERLY ALONG THE ARC OF SAID CURVE THROOUGH A CENTRAL ANGLE OF 4 DEGREES 57 MINUTES 48 SECONDS A DISTANCE OF 173.25 FEET TO THE WESTERLY RIGHT-OF-WAY OF SAID 170 FOOT FLORIDA POWER & LIGHT COMPANY RIGHT-OF-WAY; THENCE CONTINUE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11 DEGREES 40 MINUTES 15 SECONDS AND A CHORD BEARING OF SOUTH 57 DEGREES 14 MINUTES 59 SECONDS WEST A DISTANCE OF 407.39 FEET TO THE WEST LINE OF SAID SECTION 15, THE SOUTHWEST CORNER THEREOF BEARING SOUTH 00 DEGREES 58 MINUTES 36 SECONDS EAST A DISTANCE OF 2473.50 FEET; THENCE CONTINUE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13 DEGREES 53 MINUTES 10 SECONDS A DISTANCE OF 484.72 FEET; THENCE SOUTH 76 DEGREES 58 MINUTES 17 SECONDS WEST A DISTANCE OF 1787.41 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2200.00 FEET AND A CENTRAL ANGLE OF 15 DEGREES 53 MINUTES 15 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 610.04 FEET; THENCE NORTH 87 DEGREES 08 MINUTES 28 SECONDS WEST A DISTANCE OF 2467.66 FEET TO THE WEST LINE OF SAID SECTION 16, THE SOUTHWEST CORNER THEREOF BEARING SOUTH 01 DEGREES 54 MINUTES 16 SECONDS EAST A DISTANCE OF 2129.78 FEET; THENCE CONTINUE NORTH 87 DEGREES 08 MINUTES 28 SECONDS WEST A DISTANCE OF 1059.64 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 5000.00 FEET AND A CENTRAL ANGLE OF 4 DEGREES 53 MINUTES 20 SECONDS; THENCE RUN WESTERLY ALONG THR ARC OF SAID CURVE A DISTANCE OF 426.64 FEET; THENCE SOUTH 87 DEGREES 58 MINUTES 12 SECONDS WEST A DISTANCE OF 2218.74 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2000.00 FEET AND A CENTRAL CURVE OF 47 DEGREES 38 MINUTES 54 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1652.19 FEET; THENCE SOUTH 40 DEGREES 38 MINUTES 18 SECONDS WEST A DISTANCE OF 183.52 FEET TO THE WEST LINE OF SAID SECTION 17, THE SOUTHWEST CORNER THEREOF BEARING SOUTH 01 DEGREES 25 MINUTES 52 SECONDS EAST A DISTANCE OF 1378.54 FEET; THENCE CONTINUE SOUTH 40 DEGREES 38 MINUTES 18 SECONDS WEST A DISTANCE OF 1870.59 FEET TO THE SOUTH LINE OF SAID SECTION 18, THE SOUTHEAST CORNER THEREOF BEARING NORTH 88 DEGREES 06 MINUTES 32 SECONDS EAST A DISTANCE OF 1253.39 FEET; THENCE CONTINUE SOUTH 40 DEGREES 38 SECONDS WEST A DISTANCE OF 117.96 FEET T THE TERMINATION OF SAID CENTERLINE, THE RIGHT-OF-WAY LINES TO EXTEND SOUTHWESTERLY TO THEIR INTERSECTION WITH THAT PROPERTY DESCRIBED IN

OFFICIAL RECORDS BOOK 2537, PAGE 1316 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXCEPTING FROM THIS DESCRIPTION, THE 350 FOOT RIGHT-OF-WAY OF INTERSTATE 95.)

THENCE EASTERLY ALONG SAID NORTH LINE TO THE EASTERLY LINE OF AN ANNEXATION PARCEL TO THE CITY OF PORT ORANGE, FLORIDA, AS RECORDED IN OFFICIAL RECORDS BOOK 5082, PAGE 1970 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R. BOOK 5082, PAGE 1970) A PORTION OF SECTIONS 11 AND 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE WEST LINE OF THAT PORTION OF BLOCK NO. 3 AND BLOCK NO. 4, PLAT NUMBER ONE OF CRAIG FARMS AS RECORDED IN MAP BOOK 11, PAGE 89, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, VACATED BY VOLUSIA COUNTY, FLORIDA RESOLUTION NO. 94-238, AS RECORDED IN OFFICIAL RECORDS BOOK 3954, PAGE 415, SAID PUBLIC RECORDS, WITH THE NORTH LINE OF THE CITY LIMITS OF THE CITY OF PORT ORANGE, FLORIDA PER CITY OF PORT ORANGE, FLORIDA ORDINANCE NO. 2001-65 AS RECORDED IN OFFICIAL RECORDS BOOK 4748, PAGE 682, SAID PUBLIC RECORDS; THENCE RUN NORTH 00 DEGREES 31 MINUTES 39 SECONDS WEST ALONG SAID WEST LINE, 1884.60 FEET TO THE NORTH LINE OF SAID PLAT NO. ONE OF CRAIG FARMS; THENCE SOUTH 89 DEGREES 28 MINUTES 27 SECONDS WEST ALONG SAID NORTH LINE, 1971.69 FEET TO THE EASTERLY RIGHT OF WAY LINE OF TOMOKA FARMS ROAD, A PRESCRIPTIVE RIGHT OF WAY AS SHOWN ON MAP IN ROAD BOOK 1, PAGE 28, SAID PUBLIC RECORDS; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING 15 COURSES: NORTH 20 DEGREES 56 MINUTES 04 SECONDS WEST, 50.62 FEET; THENCE NORTH 16 DEGREES 00 MINUTES 43 SECONDS WEST, 200.06 FEET; THENCE NORTH 17 DEGREES 19 MINUTES 46 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 16 MINUTES 20 SECONDS WEST, 100.00 FEET; THENCE NORTH 18 DEGREES 07 MINUTES 54 SECONDS WEST, 100.01 FEET; THENCE NORTH 17 DEGREES 26 MINUTES 39 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 12 MINUTES 54 SECONDS WEST, 100.00 FEET; THENCE NORTH 16 DEGREES 55 MINUTES 42 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 19 MINUTES 45 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 16 MINUTES 20 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 12 MINUTES 54 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 23 MINUTES 12 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 19 MINUTES 46 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 33 MINUTES 31 SECONDS WEST, 37.37 FEET TO THE NORTH LINE OF THAT 200 FOOT WIDE RIGHT OF WAY AND UTILITY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 2537, PAGE 1319, SAID PUBLIC RECORDS; THENCE NORTH 89 DEGREES 32 MINUTES 44 SECONDS EAST, ALONG THE NORTH LINE OF SAID EASEMENT, 2057.06 FEET; THENCE DEPART SAID NORTH LINE SOUTH 00 DEGREES 27 MINUTES 16 SECONDS EAST, 412.53 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 1120.47 FEET AND A CENTRAL ANGLE OF 58 DEGREES 14 MINUTES 31 SECONDS; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1138.97 FEET TO A POINT OF REVERSE CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 2470.00 FEET AND A CENTRAL ANGLE OF 37 DEGREES 30 MINUTES 36 SECONDS; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1617.04 FEET; THENCE SOUTH 21 DEGREES 11 MINUTES 11 SECONDS EAST, 246.62 FEET TO THE NORTHERLY LINE OF SAID CITY OF PORT ORANGE, FLORIDA, CITY LIMITS; THENCE SOUTH 68 DEGREES 48 MINUTES 49 SECONDS WEST ALONG SAID NORTHERLY LINE, 1369.06 FEET TO THE POINT OF BEGINNING.)

THENCE SOUTHERLY AND EASTERLY ALONG SAID EASTERLY LINE TO THE NORTHERLY LINE OF AFOREMENTIONED "ATLANTIS ANNEXATION DESCRIPTION";

THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG THE NORTH AND EAST PROPERTY LINES OF SAID "ATLANTIS ANNEXATION DESCRIPTION" TO THE CENTERLINE OF A SWALE AS RECORDED IN OFFICIAL RECORDS BOOK 3553, PAGE 0591, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R.B. 3553, PAGE 0591) A PORTION OF SECTIONS 18 AND 19, TOWNSHIP 15 SOUTH, RANGE 33 EAST, AND A PORTION OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE SOUTH 01°54'42" EAST, ALONG THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 872.25 FEET TO A POINT IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 95 AND THE POINT OF BEGINNING; THENCE DEPARTING THE AFORESAID WEST LINE OF SECTION 18, NORTH 56°25'25" WEST, ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 948.65 FEET TO THE CENTERLINE OF A SWALE; THENCE DEPARTING THE AFORESAID RIGHT OF WAY LINE, THE FOLLOWING COURSES AND DISTANCES ALONG THE AFORESAID SWALE CENTERLINE: SOUTH 79°55'31" WEST, A DISTANCE OF 295.92 FEET; THENCE SOUTH 70°05'04" WEST, A DISTANCE OF 392.34 FEET; THENCE SOUTH 56°52'54" WEST, A DISTANCE OF 964.44 FEET; THENCE SOUTH 65°16'40" WEST, A DISTANCE OF 172.61 FEET; THENCE SOUTH 50°23'24" WEST, A DISTANCE OF 277.41 FEET; THENCE SOUTH 45°57'33" WEST, A DISTANCE OF 724.45 FEET; THENCE SOUTH 51°21'20" WEST, A DISTANCE OF 2480.32 FEET TO A GAS TRANSMISSION LINE; THENCE DEPARTING THE AFORESAID SWALE CENTERLINE, THE FOLLOWING COURSES AND DISTANCES ALONG THE AFORESAID GAS TRANSMISSION LINE: SOUTH 37°01'12" EAST, A DISTANCE OF 2170.70 FEET; THENCE SOUTH 35°04'53" EAST, A DISTANCE OF 207.16 FEET; THENCE SOUTH 29°26'02" EAST, A DISTANCE OF 132.92 FEET TO A FENCE MARKING THE NORTH LINE OF PROPERTY OCCUPIED BY BERRIEN BECKS, SR.; THENCE DEPARTING THE AFORESAID GAS TRANSMISSION LINE NORTH 88°27'01" EAST, ALONG THE AFORESAID OCCUPIED LINE A DISTANCE OF 977.25 FEET; THENCE NORTH 89°06'46" EAST, A DISTANCE OF 2767.0/ FEET TO THE SOUTHWEST CORNER OF THE AFORESAID SECTION 18; THENCE SOUTH 88°40'06" EAST ALONG THE SOUTH LINE OF SAID SECTION 18 A DISTANCE OF 2254.46 FEET TO THE WEST LINE OF A 100' ACCESS ROAD RIGHT-OF-WAY; THENCE, DEPARTING THE AFORESAID SECTION LINE SOUTH 01°28'12" EAST ALONG THE AFORESAID WEST LINE A DISTANCE OF 729.01 FEET: TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADUIS OF 600.00 FEET, A CENTRAL ANGLE OF 25°33'29", AND A CHORD BEARING OF SOUTH 14°14'46" EAST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 267.64 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE SOUTH 27°01'41" EAST, A DISTANCE OF 262.13 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF TAYLOR ROAD, A 100' RIGHT-OF-WAY; THENCE NORTH 62°58'19" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 100.00 FEET TO THE EAST LINE OF THE AFORESAID 100' ACCESS ROAD, RIGHT-OF-WAY; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE NORTH 27°01'41" WEST ALONG THE AFORESAID EAST LINE A DISTANCE OF 282.13 FEET: TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 500.00 FEET. A CENTRAL ANGLE OF 25°33'29", AND A CHORD BEARING OF NORTH 14°14'56" WEST; THENCE RUN NORTHWESTERLY ALONG TH ARC OF SAID CURVE, A DISTANCE OF 223.04 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE NORTH 01°28'12" WEST. A DISTANCE OF 724.12 FEET TO THE SOUTH LINE OF THE AFORSAID SECTION 18: THENCE DEPARTING THE EAST LINE OF THE AFORESAID 100' ACCESS ROAD RIGHT-OF-WAY SOUTH 88°40'06" EAST ALONG THE SOUTH LINE OF THE AFORESAID SECTION 18 A DISTANCE OF 251.89 FEET TO THE SOUTH ¼ CORNER OF SAID SECTION 18; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID SECTION 18 NORTH 88°58'37" EAST, A DISTANCE OF 1632.37 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE AFORESAID INTERSTATE NO.95; THENCE DEPARTING THE AFORESAID SOUTH LINE OF SECTION 18 NORTH 15°29'35" WEST ALONG THE AFORESAID SOUTHWESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 542.80 FEET; THENCE NORTH 18°14'26" WEST, A DISTANCE OF 603.51 FEET; THENCE NORTH 24°25'25" WEST, A DISTANCE OF 29.97 FEET; TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADUIS OF 3644.83 FEET, A CENTRAL ANGLE OF 32°00'00", AND A CHORD BEARING OF NORTH 40°25'25" WEST ; THENCE RUN NORTHWESTERLY ALONG THE ARC

OF SAID CURVE, A DISTANCE OF 2035.66 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 56°25'25" WEST, A DISTANCE OF 3284.90 FEET TO THE POINT OF BEGINNING; CONTAINING 706.59 ACRES, MORE OR LESS);

THENCE NORTHEASTERLY ALONG SAID CENTERLINE, TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 95 (STATE ROAD #9), A 350 FOOT RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 79002-2407;

THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE, TO THE WEST LINE OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE NORTHERLY ALONG SAID WEST LINE OF SECTION 18, TO THE NORTHERLY RIGHT OF WAY LINE OF SAID INTERSTATE 95 (STATE ROAD #9) AND THE SOUTHEASTERLY CORNER OF THE FOLLOWING DESCRIBED PROPERTY, AS RECORDED IN OFFICIAL RECORD BOOK 5784, PAGE 3308 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA:

((O.R.B. 5784, PAGE 3308) A PORTION OF SECTIONS 12 AND 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGIN AT THE NORTHWEST CORNER OF HIDDEN LAKE PHASE IV-A, AS RECORDED IN MAP BOOK 40, PAGES 86 AND 87, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S°04'55"W ALONG THE EAST LINE OF SAID SECTION 12, BEING ALSO THE WEST LINE OF SAID HIDDEN LAKE PHASE IV-A, BEING ALSO THE WEST LINE OF HIDDEN LAKE PHASE IV-B, AS RECORDED IN MAP BOOK 41, PAGE 55, OF SAID PUBLIC RECORDS, A DISTANCE OF 1484.04 FEET TO THE SOUTHWEST CORNER OF SAID HIDDEN LAKE PHASE IV-B, ALSO BEING THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE S0°51'33"E ALONG THE EAST LINE OF SAID SECTION 13, A DISTANCE OF 442.01 FEET TO THE NORTHEASTERLY RIGHT OF WAY OF INTERSTATE 95 (STATE ROAD9), A 350 FOOT RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 79002-2407; THENCE N55°22'05"W ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF INTERSTATE 95, A DISTANCE OF 1484.87 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD RIGHT-OF-WAY WIDTH VARIES, PER EAST COAST BELTLINE, VOLUSIA COUNTY DEPARTMENT OF ENGINEERING, RIGHT-OF-WAY SURVEY, PROJECT NO. 4146-1-2, MAY 1992; THENCE N13°02'00"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF WILLIAMSON BOULEVARD, A DISTANCE OF 538.20 FEET; THENCE N76°58'00"W A DISTANCE OF 20.00 FEET; THENCE N13°02'00"E A DISTANCE OF 603.81 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WILLOW RUN BOULEVARD BEING A 200 FOOT RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 2490, PAGE 998 AND OFFICIAL RECORDS BOOK 2806, PAGE 1370, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S87°57'18"E ALONG SAID WILLOW RUN BOULEVARD A DISTANCE OF 979.84 FEET TO THE POINT OF BEGINNING, CONTAINING 1,721,044 SQUARE FEET OR 39.5097 ACRES MORE OR LESS.

AND

MAP BOOK 39 PAGES 166 AND 167, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND FOR A POINT OF BEGINNING; THENCE N87°57'18"W ALONG THE NORTH RIGHT-OF-WAY LINE OF AFORESAID WILLOW RUN BOULEVARD A DISTANCE OF 535.11 FEET; THENCE N2°04'3"E A DISTANCE OF 508.28 FEET; THENCE N68°54'04"W A DISTANCE OF 45.14 FEET; THENCE N51°38'01"W A DISTANCE OF 24.61 FEET; THENCE N32°27'40"W A DISTANCE OF 28.09 FEET; THENCE N42°12'28"W A DISTANCE OF 14.94 FEET; THENCE N36°21'04"W A DISTANCE OF 27.68 FEET; THENCE N28°43'47"W A DISTANCE OF 32.47 FEET; THENCE N15°53'44"W A DISTANCE OF 67.85 FEET; THENCE N9°15'03"W A DISTANCE OF 3094 FEET; THENCE N0°45'54"E A DISTANCE OF 17.68 FEET TO THE SOUTH LINE OF A FLORIDA POWER & LIGHT COMPANY RIGHT-OF-WAY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1664, PAGE 448, OF THE PUBLIC

RECORDS OF VOLUSIA COUNTY OF FLORIDA; THENCE S89°14'45"E A DISTANCE OF 659.33 FEET TO THE NORWEST CORNER OF SAID GLENWOOD VILLAGE PHASE II; THENCE N0°04'55"W ALONG THE WEST LINE OF SAID GLENWOOD VILLAGE PHASE II A DISTANCE OF 748.88 FEET TO THE POINT OF BEGINNING AND CONTAINING 412,683 SQUARE FEET OR 9.474 ACRES MORE OR LESS.)

THENCE IN A NORTHWESTERLY DIRECTION ALONG SAID NORTHERLY RIGHT OF WAY LINE OF INTERSTATE 95 TO THE WESTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, A 200 FOOT RIGHT OF WAY PER VOLUSIA COUNTY RIGHT OF WAY SURVEY PROJECT 4146-1-2, DATED MAY, 1992;

THENCE IN A NORTHERLY DIRECTION ALONG SAID WESTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD TO THE NORTH LINE OF THE SOUTHEAST ¼ OF SECTION 12, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, IN AN EASTERLY DIRECTION ALONG THE NORTH LINE OF SAID SOUTHEAST ¼ OF SECTION 12, A DISTANCE OF 200.70 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID WILLIAMSON BOULEVARD;

THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE SOUTH LINE OF A FLORIDA POWER AND LIGHT COMPANY (FP&L) RIGHT OF WAY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 1664, PAGE 448 AND OFFICIAL RECORDS BOOK 2296, PAGE 1094, SAID OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, EASTERLY ALONG THE SOUTH LINE OF SAID FP&L RIGHT OF WAY LINE, 430.46 FEET, TO A POINT 200.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO, THE WEST LINE OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE NORTHERLY, PARALLEL WITH THE WEST LINE OF SAID SECTION 7, TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID LINE ALSO BEING THE SOUTHERLY BOUNDARY LINE OF TOWN PARK SUBDIVISION AS RECORDED IN OFFICIAL RECORDS BOOK 4280, PAGES 4198-4199 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND DESCRIBED AS FOLLOWS:

((O.R.BOOK 4280, PAGES 4198-4199), LEGAL DESCRIPTION: RESIDENTIAL PARCEL A PORTION OF SECTIONS 1 AND 12, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE GROVES PHASE "C", AS RECORDED IN MAP BOOK 44, PAGE 19 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF MADELINE AVENUE, A 100 FOOT RIGHT OF WAY PER SAID THE GROVES PHASE "C"; THENCE N89°48'41"W, 434.83 FEET TO THE CENTERLINE OF THE EAST VOLUSIA COUNTY MOSQUITO CONTROL DISTRICT MAIN DRAINAGE CANAL EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 847, PAGE 438, SAID PUBLIC RECORDS; THENCE N89°47'50"W, 69.01 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1150.00 FEET AND A CENTRAL ANGLE OF 57°46'0"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 1159.45 FEET; THENCE S32°26'10"W, 549.45 FEET TO THE POINT OF BEGINNING; THENCE S44°33'09"E, 663.77 FEET; THENCE S89°19'25"E, 827.82 FEET TO THE WESTERLY LINE OF SAID EAST VOLUSIA COUNTY MOSQUITO CONTROL DISTRICT MAIN DRAINAGE CANAL EASEMENT; THENCE S00°11'27"W, ALONG THE WESTERLY AND SOUTHERLY LINE OF SAID MAIN DRAINAGE CANAL EASEMENT, 536.11 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 480.00 FEET, A CENTRAL ANGLE OF 64°42'14" AND A CHORD BEARING OF S32°07'42"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 542.06 FEET TO A POINT THAT IS 200.00 FEET WESTERLY OF, WHEN MEASURED PERPENDICULAR TO, THE EAST LINE OF SAID SECTION 12; THENCE S00°05'07"W, PARALLEL WITH SAID EAST LINE OF SECTION

12, A DISTANCE OF 2173.19 FEET TO THE SOUTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 12; THENCE N89°57'22"W, ALONG THE SOUTH LINE OF SAID NORTHEAST ¼ OF SECTION 12 AND THE NORTH LINE OF A FLORIDA POWER AND LIGHT COMPANY RIGHT OF WAY EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 1664, PAGE 448, SAID PUBLIC RECORDS, 671.49 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD (EAST COAST BELTLINE, 200 FOOT RIGHT OF WAY PER VOLUSIA COUNTY RIGHT OF WAY SURVEY, PROJECT NO. 4146-1-2, MAY 1992) AND A POINT ON A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2964.79 FEET, A CENTRAL ANGLE OF 43°08'11" AND A CHORD BEARING OF N26°04'54"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, 2232.11 FEET; THENCE N47°38'59"W, ALONG SAID EASTERLY RIGHT OF WAY LINE, 987.65 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'09"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 39.27 FEET; THENCE N42°21'10"E, 682.85 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2550.00 FEET AND A CENTRAL ANGLE OF 09°55'00"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 441.35 FEET; THENCE N32°26'10"E, 134.27 FEET TO THE POINT OF BEGINNING. CONTAINING 100.38 ACRES, MORE OR LESS.);

THENCE WESTERLY ALONG SAID SOUTHERLY BOUNDARY LINE, AND THE SOUTH LINE OF SAID NORTHEAST 1/4, 671.49 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, A 200 FOOT RIGHT OF WAY, AS SHOWN ON A VOLUSIA COUNTY, FLORIDA RIGHT OF WAY MAP, PROJECT NUMBER 4146-1-2, DATED MAY 1992;

THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE INTERSECTION OF SAID EASTERLY RIGHT OF WAY LINE WITH THE NORTH LINE OF SECTION 12, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD AND PROCEEDING IN A WESTERLY DIRECTION ALONG THE NORTH LINE OF SAID SECTION 12 TO THE INTERSECTION OF SAID NORTH LINE WITH THE WESTERLY RIGHT OF WAY LINE OF SAID WILLIAMSON BOULEVARD:

THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID WILLIAMSON BOULEVARD TO THE INTERSECTION OF SAID WESTERLY RIGHT OF WAY LINE AND THE NORTH LINE OF THAT PROPERTY DESCRIBED IN O.R.BOOK 5804, PAGE 3326 OF THE PUBLIC RECORDSD OF VOLUSIA COUNTY, FLORIDA AND DESCRIBED AS FOLLOWS:

((O.R.B. 5804, PG. 3326) LEGAL DESCRIPTION - A PORTION OF SECTION 1, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE GROVES PHASE "C", AS RECORDED IN MAP BOOK 44, PAGE 19 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CORNER BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF MADELINE AVENUE, A 100 FOOT RIGHT OF WAY; THENCE N89°48'41"W ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 434.83 FEET TO THE CENTERLINE OF THE EAST VOLUSIA COUNTY MOSQUITO CONTROL DISTRICT MAIN DRAINAGE CANAL EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 847, PAGE 438, SAID PUBLIC RECORDS; THENCE N00°11'27"E ALONG SAID CENTERLINE, 100.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID MADELINE AVENUE; THENCE N89°47'50"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 68.99 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 1,250.00 FEET AND A CENTRAL ANGLE OF 57°46'00"; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE, AND THE ARC OF SAID CURVE, 1260.27 FEET; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT OF WAY LINE S32°26'10"W, 682.72 FEET TO THE BEGINNING OF CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 2,450.00 FEET AND A CENTRAL ANGLE OF

09°55'00"; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 424.04 FEET; THENCE S42°21'10"W ALONG SAID RIGHT OF WAY LINE, 207.85 FEET; THENCE DEPART SAID NORTHERLY RIGHT OF WAY LINE, N47°38'59"W, 700.00 FEET; THENCE S42°21'10"W, 500.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, A 200 FOOT RIGHT OF WAY; THENCE N47°38'59"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 746.27 FEET TO THE BEGINNING OF CURVE CONCAVE NORTHEAST HAVING A RADIUS OF 3,728.32 FEET AND A CENTRAL ANGLE OF 08°40'17"; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 564.26 FEET; THENCE DEPART SAID EASTERLY RIGHT OF WAY LINE, N°28'29"E, 308.54 FEET TO THE BEGINNING OF CURVE CONCAVE SOUTH HAVING A RADIUS OF 1937.10 FEET AND A CENTRAL ANGLE OF 39°43'41"; THENCE EASTERLY ALONG THE RC OF SAID CURVE, 1,343.16 FEET; THENCE S89°47'50"E, 2,138.13 FEET TO THE POINT OF BEGINNING AND CONTAINING 3,008,217.51 SQUARE FEET OR 69.059 ACRES, MORE OR LESS,

TOGETHER WITH THE 200 FOOT RIGHT OF WAY KNOWN AS WILLIAMSON BOULEVARD ADJOINING THE CITY OF PORT ORANGE AND COMMENCING AT A POINT ON THE EAST RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD AND BEING APPROXIMATELY 1446 FEET NORTH OF THE NORTH LINE OF THE MADELINE AVENUE RIGHT OF WAY AND EXTENDING IN A SOUTHERLY DIRECTION ALONG THE EAST RIGHT OF WAY LINE TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NE ¼ OF SECTION 12, TOWNSHIP 16 SOUTH, RANGE 32 E, VOLUSIA COUNTY, FLORIDA.)

THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE IN AN EASTERLY DIRECTION ALONG THE NORTH LINE OF SAID PROPERTY DESCRIBED IN O.R. BOOK 5804, PAGE 3326 TO THE INTERSECTION OF SAID NORTH LINE WITH THE CENTERLINE OF MAIN DRAINAGE CANAL, AN 80 FOOT RIGHT OF WAY, AS RECORDED IN OFFICIAL RECORDS BOOK 847, PAGES 430-444 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R.B. 847, PAGES 430-444) DESCRIPTION FOR THE MAIN DRAINAGE CANAL EASEMENT 80 FEET WIDE IN T15 & 16S, R32 & 33E, THE CENTER LINE OF SAID EASEMENT BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SECTION 18, T16S, R33E, SAID POINT BEING 1320 FEET MORE OR LESS SOUTH OF THE NE CORNER THEREOF; THENCE NORTHWESTERLY TO A POINT BEING 440 FEET WEST OF THE EAST LINE OF SAID SECTION 18; THENCE NORTHERLY AND PARALLEL TO AND AT A DISTANCE OF 440 FEET FROM THE SAID EAST LINE FOR A DISTANCE OF 860 FEET MORE OR LESS TO THE NORTH LINE OF SECTION 18, T16S, R33E; THENCE FOLLOWING THE MEANDERING NATURAL DRAINAGE SWALE NORTHWESTERLY IN SECTION 7, T16S, R33E TO ITS INTERSECTION WITH AN EXISTING DITCH ON THE WEST LINE OF THE E ½ OF THE SE ¼ OF SAID SECTION 7, SAID POINT OF INTERSECTION BEING 440 FEET SOUTH OF THE NW CORNER OF SAID E ½ OF SE ¼ OF SECTION 7; THENCE WESTERLY AND PARALLEL TO AND BEING 440 FEET SOUTHWESTERLY OF THE NORTH LINE OF THE SE ¼ OF SAID SECTION 7 TO THE NORTH-SOUTH CENTER LINE OF SAID SECTION 7, SAID POINT BEING 440 FEET SOUTH OF THE CENTER OF SECTION 7; THENCE FOLLOWING AN ARC HAVING A RADIUS OF 440 FEET TO A POINT IN THE EAST-WEST CENTER LINE OF SECTION 7, SAID POINT BEING 440 FEET WEST OF THE CENTER OF SECTION 7; THENCE NORTH AND PARALLEL TO THE EAST LINE OF THE NW ¼ OF SAID SECTION 7, TO A POINT BEING 880 FEET SOUTH OF THE NORTH LINE THEREOF, SAID POINT ALSO BEING 440 FEET WEST OF THE SAID EAST LINE OF THE NW ¼ OF SAID SECTION 7 THENCE FOLLOWING AN ARC HAVING A RADIUS OF 440 FEET TO A POINT BEING 440 FEET SOUTH OF THE NORTH LINE OF SECTION 7, AND 880 FEET WEST OF THE EAST LINE OF THE NW ¼ OF SAID SECTION 7; THENCE WEST AND PARALLEL TO THE NORTH LINE OF SAID SECTION 7 AND 440 FEET SOUTHERLY THEREOF TO A POINT IN THE WEST LINE OF SECTION 7, SAID POINT BEING ALSO IN THE EAST LINE OF SECTION 12, T16S, R32E, 440 FEET SOUTH OF THE NE CORNER THEREOF; THENCE FOLLOWING AN ARC HAVING A RADIUS OF 440 FEET TO A POINT BEING 440 FEET WEST OF THE NE CORNER OF SECTION 12,

SAID POINT ALSO TO THE EAST LINE OF SECTION 1, T16S, R32E; THENCE NORTH AND PARALLEL TO THE EAST LINE OF SECTION 1, T16S, R32E, AND 440 FEET WESTERLY THEREOF TO THE NORTH LINE THEREOF; THENCE NORTH AND PARALLEL TO THE EAST LINE OF SECTION 36, T15S, R32E, AND 440 FEET WESTERLY THEREOF FOR A DISTANCE OF 3300 FEET MORE OR LESS TO AN INTERSECTION WITH A NATURAL DRAINAGE SWALE; THENCE NORTHWESTERLY IN SAID SWALE TO A POINT WHICH IS 440 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 36, BEING 2150 FEET MORE OR LESS WEST FROM THE EAST LINE OF SAID SECTION 36, THENCE WEST AND PARALLEL TO THE NORTH LINE OF SAID SECTION 36 AND 440 FEET SOUTHERLY THEREOF TO THE WEST LINE OF SAID SECTION 36; THENCE CONTINUING WEST ALONG THE SAID PARALLEL LINE BEING 440 FEET SOUTHERLY OF THE NORTH LINE OF SECTION 35, T15S, R32E, FOR A DISTANCE OF 1500 FEET MORE OR LESS TO THE TERMINUS IN A NATURAL DRAINAGE SWALE);

THENCE NORTHERLY ALONG SAID CENTER LINE, TO A POINT IN SECTION 36, TOWNSHIP 15, SOUTH RANGE 32 EAST;

THENCE DEPARTING SAID CENTERLINE AT AN INTERIOR ANGLE OF 90°05'08" EASTERLY A DISTANCE OF 389.31 FEET, TO A POINT ON THE EAST LINE OF SAID SECTION 36, SAID POINT BEING 1650.64 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SECTION 36, AS MEASURED ALONG SAID SECTION LINE;

THENCE ALONG THE WEST LINE OF SECTION 31, TOWNSHIP 15 SOUTH, RANGE 33 EAST, TO A POINT 1651.73 FEET NORTHERLY OF THE SOUTHWEST CORNER THEREOF, AS MEASURED ALONG SAID LINE;

THENCE EASTERLY, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 31, TO THE EAST LINE OF GOVERNMENT LOT 5, SAID SECTION 31;

THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTH 1650 FEET OF GOVERNMENT LOT 6 TO THE EASTERLY RIGHT OF WAY LINE OF CLYDE MORRIS BOULEVARD;

THENCE ALONG SAID RIGHT OF WAY LINE, TO THE NORTHWEST CORNER OF THE PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 3907, PAGE 4705, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R.B. 3907, PAGE 4705) PARCEL 4: A PORTION OF THE NORTH 660 FEET OF THE EAST 660 FEET OF THE SOUTH 1650 FEET OF GOVERNMENT LOT 6, SECTION 31, TOWNSHIP 15 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS;

AS A REFERENCE POINT, COMMENCE AT A PRM MARKING THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 6; THENCE N0°16'30"W A DISTANCE OF 1650.00 FEET; THENCE N88°47'23"W A DISTANCE OF 126.58 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE S0°16'30"E A DISTANCE OF 158 FEET; THENCE S88°47'23"E A DISTANCE OF 1.58 FEET TO A POINT; THENCE S0°16'30"E A DISTANCE OF 64.70 FEET TO A POINT; THENCE N88°47'23"W A DISTANCE OF 374.37 FEET TO A POINT IN THE EAST RIGHT-OF-WAY LINE SAID CLYDE MORRIS BOULEVARD; THENCE N31°34'0"W ALONG SAID EAST RIGHT-OF-WAY LINE OF CLYDE MORRIS BOULEVARD A DISTANCE OF 264.78 FEET; THENCE S88°47'23"E A DISTANCE OF 510.36 FEET TO THE POINT OF BEGINNING);

THENCE EASTERLY, SOUTHERLY, AND WESTERLY ALONG THE BOUNDARY OF SAID PARCEL 4, TO THE EASTERLY RIGHT OF WAY LINE OF CLYDE MORRIS BOULEVARD;

THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE, TO THE NORTH LINE OF THE SOUTH 330 FEET OF THE NORTH 990 FEET OF THE SOUTH 1650 FEET OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 15 SOUTH, RANGE 33 EAST;

THENCE EASTERLY ALONG SAID NORTH LINE, TO THE WEST LINE OF GOVERNMENT LOT 7, SAID SECTION 31;

THENCE SOUTHERLY ALONG THE SAID WEST LINE OF GOVERNMENT LOT 7 TO THE NORTH LINE OF THE SOUTHERLY 1028 FEET OF SAID GOVERNMENT LOT 7;

THENCE EASTERLY ALONG SAID NORTH LINE OF THE SOUTHERLY 1028 FEET, TO THE WEST LINE OF THE EASTERLY 889.93 FEET OF SAID GOVERNMENT LOT 7;

THENCE SOUTHERLY ALONG SAID WEST LINE OF THE EASTERLY 889.93 FEET, TO THE SOUTH LINE OF THE NORTHERLY 125 FEET OF THE SOUTHERLY 1028 FEET OF SAID GOVERNMENT LOT 7;

THENCE EASTERLY ALONG SAID SOUTH LINE, TO THE EAST LINE OF THE WESTERLY 470.00 FEET OF THE EASTERLY 889.93 FEET OF SAID GOVERNMENT LOT 7;

THENCE NORTHERLY ALONG SAID EAST LINE, TO THE SAID NORTH LINE OF THE SOUTHERLY 1028 FEET OF SAID GOVERNMENT LOT 7;

THENCE EASTERLY ALONG SAID NORTH LINE OF THE SOUTHERLY 1028 FEET, TO THE WEST LINE OF GOVERNMENT LOT 8 SAID SECTION 31;

THENCE NORTHERLY ALONG SAID WEST LINE, TO THE NORTH LINE OF THE SOUTHERLY 20 ACRES OF SAID GOVERNMENT LOT 8;

THENCE EASTERLY ALONG SAID NORTH LINE, TO THE EAST LINE OF SAID SECTION 31;

THENCE NORTHERLY ALONG SAID EAST LINE, TO THE WESTERLY LINE OF THE TOWN OF BLAKE AS RECORDED IN MAP BOOK 1, PAGE 30, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE ALONG THE WESTERLY AND SOUTHERLY LINES OF SAID TOWN OF BLAKE, TO THE WESTERLY LINE OF THE MAP OF DUNLAWTON AS RECORDED IN MAP BOOK 14 PAGES 83-84, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF THE MAP OF DUNLAWTON, TO THE NORTH LINE OF SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE WESTERLY ALONG SAID NORTH LINE OF SECTION 5, TO THE PARCEL RECORDED IN OFFICIAL RECORDS BOOK 1724, PAGES 1902-1904, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R.B. 1724, PAGES 1902-1904) LOT 1, BLOCK 8, EXCEPT THE NORTHERLY 75 FEET THEREOF, DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND A PART OF LOT 1, SUBDIVISION OF LOTS 1, 2, AND 4, SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST, LYING WEST AND NORTH OF THE FOLLOWING DESCRIBED LINE COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 8, DUNLAWTON; THENCE S65°W A DISTANCE OF 500 FEET; THENCE TO A POINT WHICH LIES 600 FEET S65°W OF THE SOUTHWEST CORNER OF LOT 4, BLOCK 1, DUNLAWTON; THENCE TO THE NEAREST POINT WHERE THE LINE WILL STRIKE THE NATURAL BOUNDARY OF "BUTLER BRANCH"; THENCE FOLLOWING THE COURSE THEREOF IN A GENERAL WESTERLY DIRECTION TO THE WEST LINE OF LOT 2, SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AS RECORDED IN MAP BOOK 2, PAGE 69, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL: COMMENCE AT A CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF SAID LOT 4, BLOCK 1, DUNLAWTON; THENCE S25°E ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 410.5 FEET TO THE

POINT OF BEGINNING; THENCE WEST ALONG THE NORTH LINE OF LOT 1, SUBDIVISION OF LOT 1, 2, AND 4, SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AFORESAID, A DISTANCE OF 551.68 FEET TO A POINT; THENCE S25°E, A DISTANCE OF 572.65 FEET TO A POINT; THENCE N65°E A DISTANCE OF 500 FEET TO A POINT IN THE WEST LINE OF BLOCK 8, DUNLAWTON; THENCE NORTH ALONG THE WEST LINE OF BLOCKS 1 AND 8, DUNLAWTON, A DISTANCE OF 339.5 FEET TO THE POINT OF BEGINNING.

ALSO DESCRIBED AS: LOT 1, BLOCK 8, EXCEPT THE NORTHERLY 75 FEET THEREOF, DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND A PART OF LOT 1, SUBDIVISION OF LOTS 2 AND 4 OF SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF LOT Q, BLOCK 8, SAID DUNLAWTON SUBDIVISION; THENCE S65°14'55"W A DISTANCE OF 540.47 FEET; THENCE S15°56'27"E A DISTANCE OF 705 FEET MORE OR LESS TO THE NATURAL BOUNDARY OF "BUTLER BRANCH"; THENCE FOLLOWING THE COURSE THEREOF IN A GENERAL WESTERLY DIRECTION TO THE WEST LINE OF LOT 2, SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AS RECORDED IN MAP BOOK 2, PAGE 68, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N0°50'10"E ALONG THE WEST LINE OF SAID U.S. LOT 2, A DISTANCE OF 2100 FEET MORE OR LESS; THENCE S26°59'44"E A DISTANCE OF 572.75 FEET; THENCE N63°00'16"E A DISTANCE OF 500 FEET; THENCE S26°59'44"E A DISTANCE OF 585 FEET TO THE POINT BEGINNING. CONTAINING 46.57 ACRES MORE OR LESS);

THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG SAID PARCEL, TO THE SOUTH LINE OF THE NORTHERLY 75 OF LOT 1, BLOCK 8, SAID MAP OF DUNLAWTON;

THENCE ALONG SAID SOUTH LINE OF THE NORTHERLY 75 FEET, TO THE EAST LINE OF SAID LOT 1, BLOCK 8;

THENCE SOUTHERLY AND WESTERLY ALONG SAID LOT 1 BLOCK 8, TO THE SOUTHWEST CORNER THEREOF;

THENCE CONTINUE ALONG SAID PARCEL RECORDED IN BOOK 1724 PAGES 1902-1909 WESTERLY TO THE WESTERLY RIGHT OF WAY LINE OF NOVA ROAD AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP OF STATE ROAD 5A(NOVA ROAD) VOLUSIA COUNTY, SECTION 79190-2510, SHEET 6 OF 17;

THENCE SOUTHERLY, ALONG SAID WESTERLY RIGHT OF WAY LINE, TO THE SOUTHERLY RIGHT OF WAY LINE OF ALICE STREET, AS SHOWN ON SAID MAP OF DUNLAWTON;

THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE EASTERLY LINE OF LOT 2, BLOCK 9, SAID MAP OF DUNLAWTON;

THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF LOT 2, BLOCK 9 TO THE SOUTHEAST CORNER THEREOF;

THENCE EASTERLY ALONG THE NORTH LINE OF LOT 4, BLOCK 10, SAID MAP OF DUNLAWTON TO THE NORTHEAST CORNER THEREOF;

THENCE NORTHERLY ALONG THE WEST LINE OF LOT 2, BLOCK 10, SAID MAP OF DUNLAWTON, TO THE NORTHWEST CORNER THEREOF;

THENCE EASTERLY ALONG SAID NORTHERLY LINE OF LOT 2, BLOCK 10, TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE WEST 165 FEET OF LOT 3 BLOCK 7, SAID MAP OF DUNLAWTON;

THENCE NORTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF THE SOUTH 264 FEET OF SAID LOT 3;

THENCE EASTERLY ALONG SAID NORTH LINE TO THE CENTERLINE OF SAID PEPPERHILL ROAD;

THENCE NORTHERLY ALONG SAID CENTERLINE, TO THE SOUTHERLY RIGHT OF WAY LINE OF SHELDON AVENUE AS SHOWN ON SAID MAP OF DUNLAWTON;

THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, TO THE EASTERLY LINE OF LOT 1, BLOCK 6, SAID MAP OF DUNLAWTON;

THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF LOT 1, BLOCK 6, TO THE SOUTHEAST CORNER THEREOF;

THENCE SOUTHERLY ALONG THE WESTERLY LINE OF LOT 3, BLOCK 6, OF SAID MAP OF DUNLAWTON, TO THE SOUTHERLY LINE OF THE NORTHERLY 50 FEET OF SAID LOT 3, BLOCK 6;

THENCE EASTERLY ALONG SAID LINE, TO THE EASTERLY LINE OF SAID LOT 3, BLOCK 6;

THENCE SOUTHERLY ALONG THE EASTERLY LINES OF LOT 3, BLOCK 6, LOT 2, BLOCK 11 AND LOT 3, BLOCK 11, SAID MAP OF DUNLAWTON, TO THE NORTHERLY RIGHT OF WAY LINE OF SAID MADELINE AVENUE;

THENCE EASTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE, TO THE EASTERLY LINE OF SAID MAP OF DUNLAWTON;

THENCE NORTHERLY ALONG SAID EASTERLY LINE OF THE MAP OF DUNLAWTON, TO THE NORTH LINE OF SECTION 4, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE EASTERLY ALONG SAID NORTH LINE OF SECTION 4, TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING PARCELS:

PARCEL "A"

THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, WEST OF CLYDE MORRIS BOULEVARD, OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, EXCEPT THE SOUTH 930 FEET THEREOF.

PARCEL "B"

LOT 5 OF BENNETT'S SUBDIVISION AS RECORDED IN MAP BOOK 6, PAGE 11, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL "C"

THE SOUTH 1/5, OF THE NE 1/4, OF THE SE 1/4 OF SAID SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST TOGETHER WITH;

THE NORTH 1/2, OF THE SE 1/4, OF THE SE 1/4 OF SAID SECTION 6, TOGETHER WITH;

THE EASTERLY 30 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, TOGETHER WITH;

THE EASTERLY 30 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 7,
TOWNSHIP 16 SOUTH, RANGE 33 EAST LYING EASTERLY OF CLYDE MORRIS BOULEVARD.

PARCEL "D"

THE SOUTH 350 FEET OF THE EAST 100 FEET OF THE NORTHEAST 1/4 OF SECTION 7,
TOWNSHIP 16 SOUTH, RANGE 33 EAST.

PARCEL "E":

THE NORTH 110 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4
OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH RANGE 33 EAST, EXCEPT THE
EAST 32.50 FEET THEREOF.

PARCEL "F":

THE EAST 13 CHAINS, OF THE NE 1/4 OF THE NE 1/4 OF SECTION 30, TOWNSHIP 16 SOUTH,
RANGE 33 EAST;

LESS AND EXCEPT THAT PORTION LYING WITHIN PARCEL DESCRIBED IN OFFICIAL
RECORDS BOOK 2639, PAGE 0179; PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

LESS AND EXCEPT THAT PORTION LYING WITHIN AND NORTHEASTERLY OF AIRPORT
ROAD.

PARCEL "G"

THE SE 1/4 OF THE SE 1/4 , OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 33 EAST; LESS AND
EXCEPT THAT PORTION LYING WITHIN "THE SANCTUARY ON SPRUCE CREEK, PHASE 1",
AS RECORDED IN MAP BOOK 45, PAGES 48-51, PUBLIC RECORDS OF VOLUSIA COUNTY,
FLORIDA;

LESS AND EXCEPT THAT PORTION LYING WITHIN AIRPORT ROAD.

PARCEL "H"

COMMENCE AT THE SW CORNER OF THE NW 1/4 OF SECTION 29, TOWNSHIP 16 SOUTH,
RANGE 33 EAST;
THENCE EAST ALONG THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION 29, 327.4 FEET TO
THE WEST R/W OF COUNTY ROAD;

THENCE NORTH 16 DEGREES, 41 MINUTES EAST ALONG SAID R/W, 184.5 FEET FOR THE
POINT OF BEGINNING;

THENCE NORTH 16 DEGREES, 41 MINUTES EAST ALONG SAID R/W, 437.08 FEET;

THENCE NORTHERLY, 353.5 FEET ALONG SAID R/W, BEING AN ARC OF A CURVE WITH A
RADIUS OF 432.78 FEET AND AN ANGLE OF 46 DEGREES, 48 MINUTES;

THENCE WEST 1159.65 FEET TO THE CENTER OF SPRUCE CREEK;

THENCE ALONG CENTER OF SAID SPRUCE CREEK SOUTH 28 DEGREES, 14 MINUTES WEST,
37.7 FEET;

THENCE CONTINUE CENTER OF CREEK SOUTH 11 DEGREES, 00 MINUTES WEST, 158 FEET;

THENCE CONTINUE CENTER OF CREEK SOUTH 08 DEGREES, 22 MINUTES EAST, 51.1 FEET;

THENCE CONTINUE CENTER OF CREEK SOUTH 29 DEGREES, 00 MINUTES EAST, 400 FEET;

THENCE CONTINUE CENTER OF CREEK SOUTH 09 DEGREES, 57 MINUTES EAST, 173.36 FEET;

THENCE EAST 889.9 FEET TO POINT OF BEGINNING, CONTAINING 19.2 ACRES MORE OR LESS, BEING IN THE SW 1/4 OF THE NW 1/4 OF SECTION 29 AND THE SE 1/4 OF THE NE 1/4 OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 33 EAST DESCRIPTION PER OFFICIAL RECORDS BOOK 567 PAGE 45, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS THAT PORTION OF SAID PROPERTY IN SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST RESIDING WITHIN THE CORPORATE BOUNDARY OF THE CITY OF PORT ORANGE.

PARCEL "I"

ALL THAT PART OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 16 SOUTH RANGE 32 EAST LYING EASTERLY OF THE EAST RIGHT OF WAY OF TAYLOR ROAD AS RECORDED IN RIGHT OF WAY BOOK 1, PAGES 40-46 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS AND EXCEPT THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 4823, PAGE 1318 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND DESCRIBED AS FOLLOWS:

((O.R.B. 4823, PAGE 1318) A PORTION OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, A PORTION OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST AND A PORTION OF R. L. LEFFMAN'S HOMESTEAD AS RECORDED IN MAP BOOK 3, PAGE 56, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE BEGIN AT THE CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID MONUMENT BEING THE SOUTHEAST CORNER OF SAID R. L. LEFFMAN'S HOMESTEAD; THENCE S03°39'12"W ALONG THE EASTERLY LINE OF SAID SECTION 25, 851.62 FEET TO AN INTERSECTION WITH THE NORTHERLY SHORE LINE OF SPRUCE CREEK; THENCE GENERALLY WESTERLY, SOUTHERLY AND WESTERLY ALONG THE NORTHERLY SHORE LINE OF SAID SPRUCE CREEK TO AN INTERSECTION WITH A LINE THAT BEARS S04°31'03"W OF THE SOUTHWEST CORNER OF LOT 7 OF SAID R. L. LEFFMAN'S HOMESTEAD; THENCE N04°31'03"E, 1625 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE S86°38'33"E ALONG THE SOUTH LINE OF SAID R. L. LEFFMAN'S HOMESTEAD 664.75 FEET; THENCE N04°06'44"E 380.26 FEET; THENCE N87°00'44"W 981.56 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF THE OCCUPIED TAYLOR ROAD; THENCE N30°08'14"E ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD 44.95 FEET; THENCE S87°00'44"E 1406.14 FEET, THENCE N04°06'44"E 698.24 FEET; THENCE N87°00'44"W 999.285 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD AS OCCUPIED; THENCE N44°10'51"E ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD 264.34 FEET TO THE NORTH LINE OF R. L. LEFFMAN'S HOMESTEAD 1044.664 FEET TO THE WEST LINE OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE N04°06'44"E ALONG THE SAID WEST LINE OF SECTION 19 145.36 FEET; THENCE S85°44'44"E 1313.42 FEET; THENCE N03°50'56"E 1341.70 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S85°19'42"E 326.83 FEET; THENCE S03°46'57"W 1339.235 FEET; THENCE S85°44'44"E 328.36 FEET; THENCE S03°42'57"W 668.39 FEET; THENCE S85°57'39"E 658.25 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S03°34'54"W ALONG THE SAID EAST LINE 665.93 FEET TO THE SOUTH LINE OF SAID SECTION 19; THENCE N89°10'30"W 2639.195 FEET TO THE CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 19; THENCE S03°35'41.5"W ALONG THE EAST LINE OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST 113.775 FEET TO THE CONCRETE MONUMENT AND THE POINT OF BEGINNING.

ALSO

LANDS LYING SOUTHERLY OF THE NORTH BANK OF SPRUCE CREEK AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL THREE: ALL THAT PART OF THE SE ¼, NE ¼, SECTION TWENTY FIVE (25), TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY TWO (32) EAST, LYING AND BEING SOUTH AND EAST OF SPRUCE CREEK, EXCEPT SO MUCH THEREOF AS WAS TRANSFERRED IN FEE TO THE UNITED STATES OF AMERICA BY JUDGMENT IN CASE NO. 574-J CIVIL IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AS THE SAME APPEARS IN FOREIGN JUDGMENT BOOK 3, PAGE 322, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL FOUR: ALL THAT PART OF THE WEST ½, NE ¼, SECTION TWENTY-FIVE (25), TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY-TWO (32) EAST, LYING AND BEING SOUTH OF SPRUCE CREEK EXCEPT SO MUCH THEREOF AS WAS TRANSFERRED IN FEE TO THE UNITED STATES OF AMERICA BY JUDGMENT IN CASE NO. 574-J CIVIL IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AS THE SAME APPEARS IN FOREIGN JUDGMENT BOOK 3, PAGE 322, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

THE EXCEPTED PORTION OF PARCELS THREE AND FOUR ABOVE ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CONCRETE MONUMENT ON THE NORTH LINE OF THE NE ¼ OF THE SW ¼ OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT BEING LOCATED N49°40'40"E, 2088.72 FEET FROM A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF A TRACT OF LAND OWNED BY BELLE MURRAY AND BENNIE L. GRIFFIN; THENCE N89°01'30"E, ALONG THE NORTH LINE OF THE SOUTH ½ OF SAID SECTION 25, 1218.44 FEET TO A CONCRETE MONUMENT LOCATED AT THE TOP OF THE BLUFF OF THE EAST SIDE OF SPRUCE CREEK SWAMP FOR A PLACE OF BEGINNING; THENCE FROM SAID PLACE OF BEGINNING ALONG THE TOP OF THE BLUFF THE FOLLOWING COURSES AND DISTANCES: N00°59'20"W, 220.07 FEET TO A CONCRETE MONUMENT; N62°26'20"E, 300 FEET TO A CONCRETE MONUMENT; N54°33'00"E, 690 FEET TO A CONCRETE MONUMENT; N59°56'40"E, 320 FEET TO A CONCRETE MONUMENT; N80°57'00"E, 285 FEET TO A CONCRETE MONUMENT; N60°28'30"E, 366.58 FEET TO A CONCRETE MONUMENT ON THE EAST BOUNDARY OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT BEING LOCATED S00°31'50"W, 206.82 FEET FROM THE NORTHEAST CORNER OF THE SE ¼ OF THE NE ¼ OF SAID SECTION 25; THENCE SOUTH ALONG THE EAST LINE OF THE NE ¼ OF SECTION 25 TO THE SOUTHEAST CORNER OF THE NE ¼ OF SECTION 25; THENCE WESTWARDLY ALONG THE SOUTH LINE OF THE NE ¼ OF SECTION 25 TO THE PLACE OF BEGINNING.)

PARCEL "J"

A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE SOUTH 89 DEGREES 35 MINUTES 25 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 6, A DISTANCE OF 3959.99 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 35 SECONDS WEST 118.33 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF CLYDE MORRIS BOULEVARD, A 100 FOOT RIGHT OF WAY AS NOW LAID OUT AND USED; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE A DISTANCE OF 995.59 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTHEASTERLY RIGHT OF WAY LINE, NORTH 00 DEGREES 24 MINUTES 35 SECONDS EAST 302.92 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 25 SECONDS WEST 254.77 FEET TO SAID NORTHEASTERLY RIGHT OF WAY LINE OF CLYDE MORRIS BOULEVARD; THENCE SOUTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

PARCEL "K"

ALL THAT PART OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, LYING WESTERLY OF THE WEST LINE OF THE EAST 270.00 FEET OF SAID NORTHWEST 1/4 AND SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF TAYLOR ROAD AS RECORDED IN RIGHT OF WAY BOOK 1, PAGES 40-46 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH THE SOUTHWEST 1/4 OF SAID SECTION 19, LESS AND EXCEPT THAT PARCEL RECORDED IN OFFICIAL RECORDS BOOK 4823, PAGE 1318 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. AND DESCRIBED AS FOLLOWS:

((O.R. BOOK 4823, PAGE 1318) A PORTION OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, A PORTION OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST AND A PORTION OF R. L. LEFFMAN'S HOMESTEAD AS RECORDED IN MAP BOOK 3, PAGE 56, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE BEGIN AT THE CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID MONUMENT BEING THE SOUTHEAST CORNER OF SAID R. L. LEFFMAN'S HOMESTEAD; THENCE S03°39'12"W ALONG THE EASTERLY LINE OF SAID SECTION 25, 851.62 FEET TO AN INTERSECTION WITH THE NORTHERLY SHORE LINE OF SPRUCE CREEK; THENCE GENERALLY WESTERLY, SOUTHERLY AND WESTERLY ALONG THE NORTHERLY SHORE LINE OF SAID SPRUCE CREEK TO AN INTERSECTION WITH A LINE THAT BEARS S04°31'03"W OF THE SOUTHWEST CORNER OF LOT 7 OF SAID R. L. LEFFMAN'S HOMESTEAD; THENCE N04°31'03"E, 1625 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE S86°38'33"E ALONG THE SOUTH LINE OF SAID R. L. LEFFMAN'S HOMESTEAD 664.75 FEET; THENCE N04°06'44"E 380.26 FEET; THENCE N87°00'44"W 981.56 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF THE OCCUPIED TAYLOR ROAD; THENCE N30°08'14"E ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD 44.95 FEET; THENCE S87°00'44"E 1406.14 FEET, THENCE N04°06'44"E 698.24 FEET; THENCE N87°00'44"W 999.285 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD AS OCCUPIED; THENCE N44°10'51"E ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD 264.34 FEET TO THE NORTH LINE OF R. L. LEFFMAN'S HOMESTEAD 1044.664 FEET TO THE WEST LINE OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE N04°06'44"E ALONG THE SAID WEST LINE OF SECTION 19 145.36 FEET; THENCE S85°44'44"E 1313.42 FEET; THENCE N03°50'56"E 1341.70 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S85°19'42"E 326.83 FEET; THENCE S03°46'57"W 1339.235 FEET; THENCE S85°44'44"E 328.36 FEET; THENCE S03°42'57"W 668.39 FEET; THENCE S85°57'39"E 658.25 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S03°34'54"W ALONG THE SAID EAST LINE 665.93 FEET TO THE SOUTH LINE OF SAID SECTION 19; THENCE N89°10'30"W 2639.195 FEET TO THE CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 19; THENCE S03°35'41.5"W ALONG THE EAST LINE OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST 113.775 FEET TO THE CONCRETE MONUMENT AND THE POINT OF BEGINNING.

PARCEL "L"

(Official Records Book 3619, Page 1288) A portion of the Northeast 1/4 of the Southeast 1/4 of Section 24, Township 16 South, Range 32 East, described as follows : Beginning at a concrete monument marking the Northeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 24; thence West along the North line of the Northeast 1/4 of the Southeast 1/4 of said Section 24 a distance of 385.3 feet to the Place of Beginning of Parcel 1; thence South a distance of 510.39 feet to a point in the Westerly right of way line of Samsula-Port Orange Road (a 100.00 foot right of way as proposed); thence South 39 degrees 53 minutes West along the Westerly boundary of said proposed road a distance of 140.29 feet; thence North 10 degrees 32 minutes 40 seconds West a distance of 628.65 feet; thence East a distance of 205.0 feet to the Place of Beginning.

PARCEL "M"

A portion of the NE 1/4 of the SE 1/4 of Section 24, Township 16 South, Range 32 East, Volusia County, Florida, being more particularly described as follows:

Begin at the Southwest corner of the NE 1/4 of the SE 1/4 of Section 24, Township 16 South, Range 32 East, Volusia County, Florida; thence North 00°00'00" East, a distance of 208.80 feet along the West line of the NE 1/4 of the SE 1/4 of said Section 24 to a point on the Southwesterly line of Parcel 1 as described in Official Records Book 7058, Pages 4250 through 4251, Public Records of Volusia County, Florida; thence South 41°45'28" East, a distance of 278.35 feet along the Southwesterly line of said Parcel 1 to a point on the South line of said NE 1/4 of the SE 1/4; thence South 89°38'31" West, a distance of 185.38 feet along said South line to the POINT OF BEGINNING.

ALSO

PARCEL IDENTIFICATION NUMBER 24-16-32-00-00-0080-6224-00-00-0080

(Official Records Book 6726, Page 482) The Northerly 175 feet of the Southerly 325 feet of the Northeast 1/4 of the Southeast 1/4 of Section 24, Township 16 South, Range 32 East, as lies Easterly of the center line of a county road known as Samsula Road, Volusia, County Florida.

ALSO

PARCEL IDENTIFICATION NUMBER 24-16-32-00-00-0080-6224-00-00-0090

(Official Records Book 4214, Page 111) Part of the Northeast quarter of the Southeast quarter, Section 24, Township 16 South, Range 32 East, described as follows : the Southerly 150 feet as lies Easterly of a county maintained road known as "Samsula Road" the said parcel being subject to the use of the public for road purposes in and over that part maintained by Volusia, County, Florida, Board of County Commissioners.

ALSO

LANDS LYING SOUTHERLY OF THE NORTH BANK OF SPRUCE CREEK AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL THREE: ALL THAT PART OF THE SE 1/4, NE 1/4, SECTION TWENTY FIVE (25), TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY TWO (32) EAST, LYING AND BEING SOUTH AND EAST OF SPRUCE CREEK, EXCEPT SO MUCH THEREOF AS WAS TRANSFERRED IN FEE TO THE UNITED STATES OF AMERICA BY JUDGMENT IN CASE NO. 574-J CIVIL IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AS THE SAME APPEARS IN FOREIGN JUDGMENT BOOK 3, PAGE 322, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL FOUR: ALL THAT PART OF THE WEST 1/2, NE 1/4, SECTION TWENTY-FIVE (25), TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY-TWO (32) EAST, LYING AND BEING SOUTH OF SPRUCE CREEK EXCEPT SO MUCH THEREOF AS WAS TRANSFERRED IN FEE TO THE UNITED STATES OF AMERICA BY JUDGMENT IN CASE NO. 574-J CIVIL IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AS THE SAME APPEARS IN FOREIGN JUDGMENT BOOK 3, PAGE 322, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

THE EXCEPTED PORTION OF PARCELS THREE AND FOUR ABOVE ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CONCRETE MONUMENT ON THE NORTH LINE OF THE NE 1/4 OF THE SW 1/4 OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT BEING LOCATED N49°40'40"E, 2088.72 FEET FROM A CONCRETE MONUMENT AT THE

NORTHEAST CORNER OF A TRACT OF LAND OWNED BY BELLE MURRAY AND BENNIE L. GRIFFIN; THENCE N89°01'30"E, ALONG THE NORTH LINE OF THE SOUTH ½ OF SAID SECTION 25, 1218.44 FEET TO A CONCRETE MONUMENT LOCATED AT THE TOP OF THE BLUFF OF THE EAST SIDE OF SPRUCE CREEK SWAMP FOR A PLACE OF BEGINNING; THENCE FROM SAID PLACE OF BEGINNING ALONG THE TOP OF THE BLUFF THE FOLLOWING COURSES AND DISTANCES: N00°59'20"W, 220.07 FEET TO A CONCRETE MONUMENT; N62°26'20"E, 300 FEET TO A CONCRETE MONUMENT; N54°33'00"E, 690 FEET TO A CONCRETE MONUMENT; N59°56'40"E, 320 FEET TO A CONCRETE MONUMENT; N80°57'00"E, 285 FEET TO A CONCRETE MONUMENT; N60°28'30"E, 366.58 FEET TO A CONCRETE MONUMENT ON THE EAST BOUNDARY OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT BEING LOCATED S00°31'50"W, 206.82 FEET FROM THE NORTHEAST CORNER OF THE SE ¼ OF THE NE ¼ OF SAID SECTION 25; THENCE SOUTH ALONG THE EAST LINE OF THE NE ¼ OF SECTION 25 TO THE SOUTHEAST CORNER OF THE NE ¼ OF SECTION 25; THENCE WESTWARDLY ALONG THE SOUTH LINE OF THE NE ¼ OF SECTION 25 TO THE PLACE OF BEGINNING.);

AND ALSO THAT PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 3838, PAGE 1888 OF SAID PUBLIC RECORDS AND DESCRIBED AS FOLLOWS:

((O.R. BOOK 3838, PAGE 1888) PARCEL A:

PART OF THE NW 1/4 OF THE SW 1/4 AND PART OF THE SW 1/4 OF THE NW 1/4, SECTION 19, TOWNSHIP 16-S, RANGE 33-E AND PART OF THE NE 1/4 OF THE SE 1/4, SECTION 24, TOWNSHIP 16-S, RANGE 32-E VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT MARKING THE NW CORNER OF THE SW 1/4 OF SAID SEC. 19; THENCE N 87° 16' 16" E ALONG THE N LINE OF SAID SW 1/4 FOR A DISTANCE OF 231.03 FT. TO THE EASTERLY RIGHT-OF-WAY OF TAYLOR RD.; THENCE N36° 51' 35" E. ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 95.35 FT. TO THE POINT OF BEGINNING: THENCE S71° 20' 15" E. 178.75 FT.: THENCE S02° 39' 15" E. 342.04 FT. TO THE FENCED AND OCCUPIED SOUTH LINE OF THE NORTH 330 FT. OF THE NW 1/4 OF THE SW 1/4, SECTION 19-16-33: THENCE S87° 20' 45" W. ALONG THE ABOVE DESCRIBED SOUTH LINE AND THE EXTENSION THEREOF FOR A DISTANCE OF 502.19 FT. TO THE EASTERLY RIGHT-OF-WAY OF TAYLOR RD.: THENCE N36° 51' 35" E. ALONG SAID EASTERLY RIGHT-OF-WAY FOR A DISTANCE OF 527.55 FT. TO THE POINT OF BEGINNING, CONTAINING 3.00 ACRES, MORE OR LESS, BUT SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

PARCEL B:

PART OF THE NW 1/4 OF THE SW 1/4 AND PART OF THE SW 1/4 OF THE NW 1/4 SECTION 19, TOWNSHIP 16S, RANGE 32E, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF THE SW 1/4 OF SAID SEC. 19: THENCE N87° 16' 16"E ALONG THE NORTH LINE OF SAID SW 1/4 FOR A DISTANCE OF 231.03 FT. TO THE EASTERLY RIGHT-OF-WAY OF TAYLOR RD.: THENCE N36° 51' 35"E ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 95.35 FT.: THENCE S71° 20' 15"E 178.75 FT. TO THE POINT OF BEGINNING: THENCE CONTINUE S71° 20' 15"E 329.58 FT.: THENCE S03° 49' 18"E 222.33 FT. TO THE FENCED AND OCCUPIED SOUTH LINE OF THE NORTH 330 FT. OF THE NW 1/4 OF THE SW 1/4, SEC. 19-16-33: THENCE S87° 20' 45" W ALONG ABOVE DESCRIBED SOUTH LINE FOR A DISTANCE OF 311.58 FEET: THENCE N02° 39' 15" E 342.04 FT. TO THE POINT OF BEGINNING, CONTAINING 2.00 ACRES, MORE OR LESS, BUT SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.)



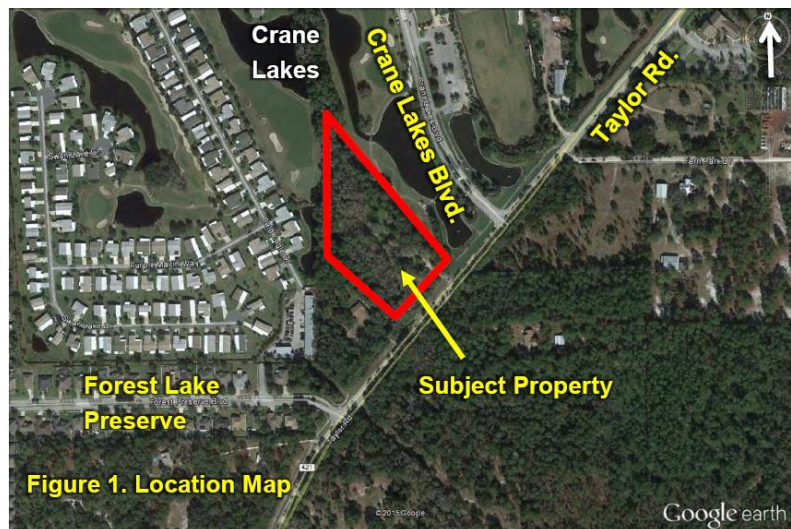
STAFF REPORT

ANNEXATION/CRANE LAKES ADDITION
CASE NO. 15-10000001

REQUEST:	Annex ±5 acres of property into the City of Port Orange
LOCATION:	1780 Taylor Road (Figure 1 - Location Map)
OWNER/APPLICANT:	CLGC Enterprises, LLC
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Penelope Cruz, Principal Planner (386) 506-5671
CITY COUNCIL DATE:	November 10, 2015

PROPERTY OVERVIEW:

The subject property consists of one ±5-acre parcel. If approved, the applicant intends to change the Future Land Use designation of the property from Volusia County *Urban Low Intensity (ULI)* to City of Port Orange *Suburban Residential* (2-4 units/acre) and to rezone the property to *Planned Unit Development (PUD)*. If approved, the applicant intends to add the subject property to the existing Crane Lakes PUD, and develop the property with 8 mobile home sites, a secondary access drive off Taylor Road for employees and service trucks, storage areas for materials associated with the golf course, and pickle ball courts for the residents of Crane Lakes.



STATE REQUIRED LOCATIONAL CRITERIA:

Florida Law requires unincorporated parcels to meet three locational criteria before a municipality may annex them. Pursuant to section 171.043(1) Florida Statutes, this report certifies that the area to be annexed is: 1) contiguous to the City of Port Orange boundaries; 2) reasonably compact (does not contribute to urban sprawl); and 3) not currently part of the incorporated area of another municipality.

LAND USES, ZONING AND EXISTING USES:

There is currently a single family home and accessory structures on the subject property. The subject property is located adjacent to a principal arterial road (Taylor Rd.) and is surrounded by Crane Lakes Golf Course and Country Club to the north and

east, a single-family home to the west, and vacant land to the south (across Taylor Road).

The current Volusia County Future Land Use (FLU) and Zoning designations for the property are *Urban Low Intensity* and *Rural Agriculture (A-2)*. The proposed City of Port Orange FLU and Zoning designations for the property are *Suburban Residential* and *Planned Unit Development (PUD)*. The surrounding future land uses and zoning are shown on the attached maps (Exhibits A and B).

IMPACT TO CITY SERVICES:

A memo was sent to various City Departments, including Police, Fire and Rescue, Public Utilities, Finance, Public Works, and Parks and Recreation. Based upon the responses received from the City Departments and the impact analysis, there is adequate capacity to accommodate the proposed annexation.

Potable Water, Sanitary Sewer, and Reclaimed Water

The City has available well and Consumptive Use Permit (CUP) capacity to serve the proposed development of the property with potable water. The City also has available sewer capacity to accommodate the proposed development of the property. Potable water, sanitary sewer and reclaimed water lines are available within the Crane Lakes development and along Taylor Road.

Solid Waste

Upon annexation, the subject property will be required to receive solid waste collection and disposal service by the City's solid waste private contractor.

Stormwater Management

There is no impact to the City's drainage system anticipated with the annexation. The City's Comprehensive Plan and Land Development Code require that there be no net loss of stormwater retention function as a result of development. In other words, a given parcel must have the same ability to store and discharge water after development as it does before development occurs. Any future development of the subject property will be required to address stormwater retention on the property in accordance with City standards.

Roads

A slight increase in the number of vehicular trips is likely as a result of the proposed development of this property. Based on the ITE Trip Generation Manual, 9th Edition, the proposed development could generate an additional 5 p.m. peak hour trips and an additional 11 daily trips. According to the latest traffic counts for Taylor Road, there is sufficient roadway capacity for the traffic that could be generated by the proposed development of the subject property.

Roadway Segment	Adopted Level-of-Service Standard	Maximum Capacity	Vehicles per Day	Remaining Capacity
Taylor Rd. (Tomoka farms Rd. to Spruce Creek Blvd.)	E	17,050	7,400	9,650 (57%)
Taylor Rd. (Spruce Creek Blvd. to Crane Lakes Blvd.)	E	17,050	10,400	6,650 (39%)

Roadway Segment	Adopted Level-of-Service Standard	Maximum Capacity	Vehicles per Day	Remaining Capacity
Taylor Rd. (Crane Lakes Blvd. to Summertrees Rd.)	E	17,050	14,200	2,850 (17%)
Taylor Rd. (Summertrees Rd. to Williamson Blvd.)	E	37,970	14,530	23,440 (62%)

Police

The Police Department did not indicate that the proposed annexation would create deficiencies in law enforcement coverage for the area.

Fire

The Fire and Rescue Department did not indicate that the proposed annexation would create difficulties in serving this area.

Recreation

There is no anticipated impact to the City's recreation facilities with the proposed annexation. According to the City's Comprehensive Plan, development of the subject property will require 0.3 acres of parkland. According to the City's 2014 Concurrency Management Report, the City has an excess of 81 acres of parkland beyond the currently adopted level-of-service requirement for parkland.

RECOMMENDATION:

Based on the findings of this report, staff recommends **approval** of the request to annex approximately 5 acres of property, located at 1780 Taylor Road, into the City of Port Orange.

ATTACHMENTS:

Exhibit A – Current and Proposed Future Land Use

Exhibit B – Current and Proposed Zoning

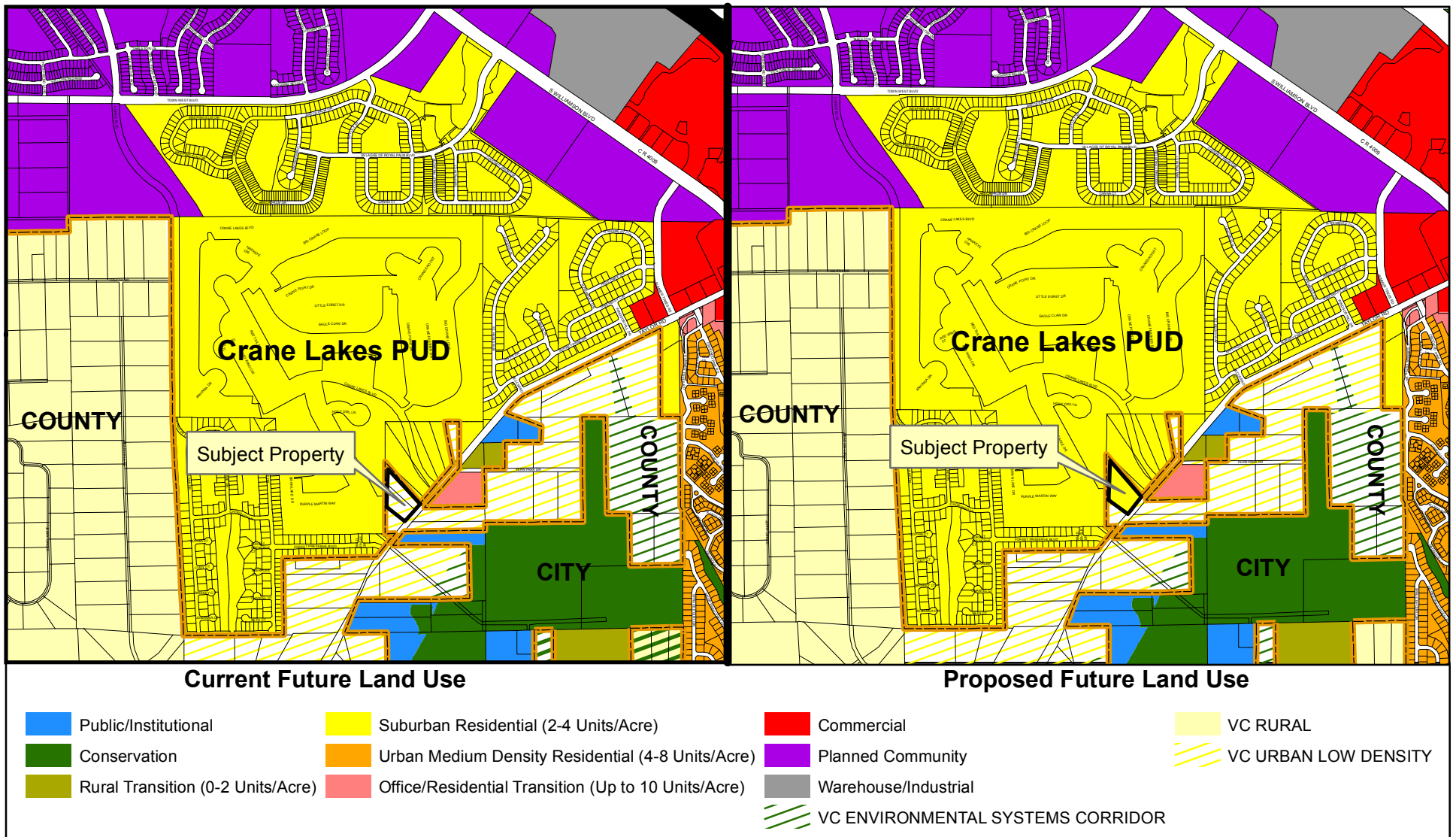


EXHIBIT A

CASE NO. 15-10000001, 15-20000001, and 15-40000002

DEPARTMENT OF COMMUNITY DEVELOPMENT



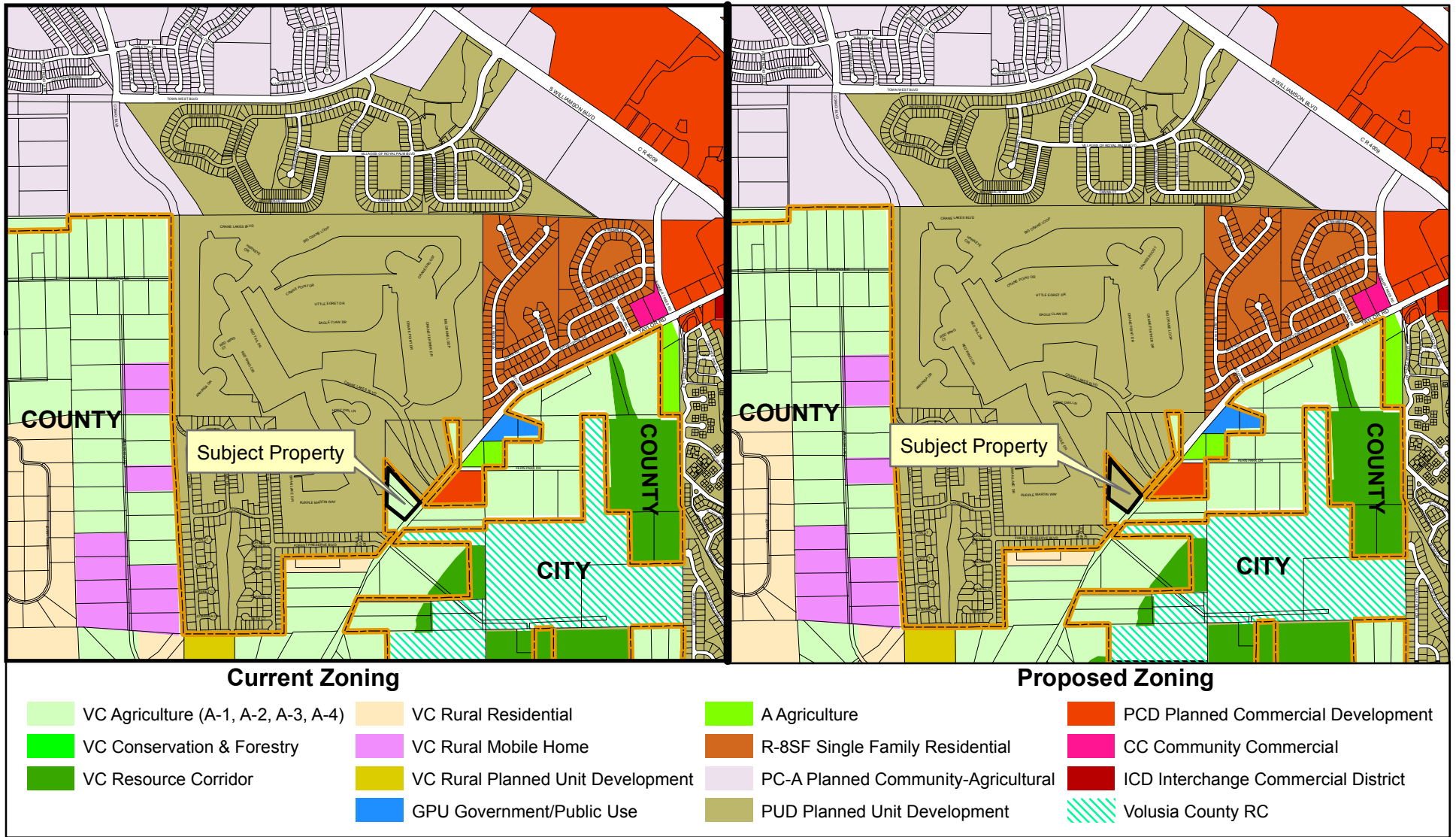
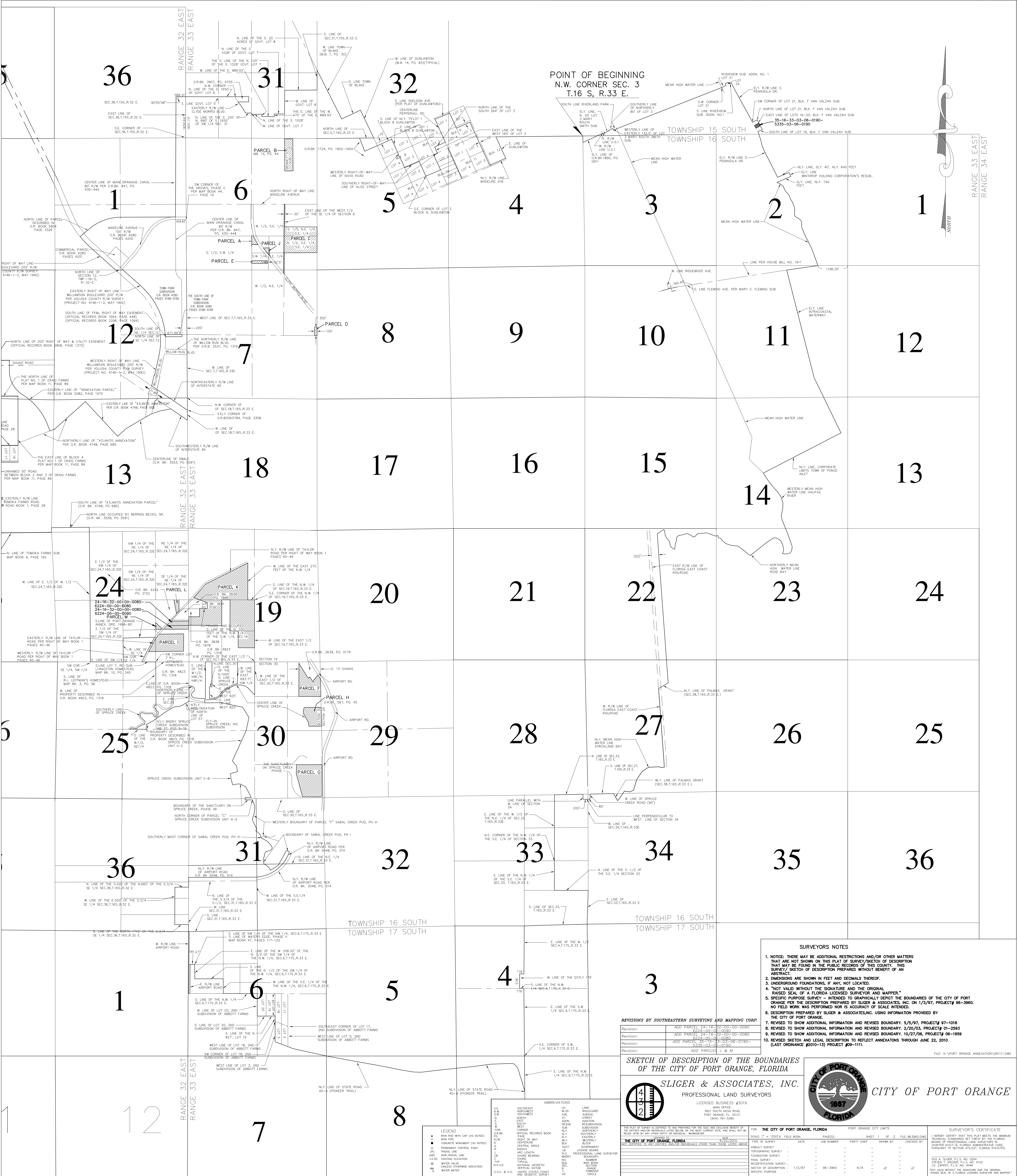


EXHIBIT B

CASE NO. 15-10000001, 15-20000001, and 15-40000002

DEPARTMENT OF COMMUNITY DEVELOPMENT





SURVEYOR'S NOTES

- NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SECTION OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/SECTION OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
- DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
- UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
- "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
- SPECIFIC PURPOSE SURVEY - INTENDED TO GRAPHICALLY DEPICT THE BOUNDARIES OF THE CITY OF PORT ORANGE PER THE DESCRIPTION PREPARED BY SLIGER & ASSOCIATES, INC. ON 1/3/97, PROJECT# 96-3960. NO FIELD WORK WAS PERFORMED NOR IS ACCURACY OF SCALE INTENDED.
- DESCRIPTION PREPARED BY SLIGER & ASSOCIATES, INC. USING INFORMATION PROVIDED BY THE CITY OF PORT ORANGE.
- REVISED TO SHOW ADDITIONAL INFORMATION AND REVISED BOUNDARY. 5/5/97, PROJECT# 97-1018
- REVISED TO SHOW ADDITIONAL INFORMATION AND REVISED BOUNDARY. 2/20/03, PROJECT# 01-2593
- REVISED TO SHOW ADDITIONAL INFORMATION AND REVISED BOUNDARY. 10/27/06, PROJECT# 08-1959
- REVISED SKETCH AND LEGAL DESCRIPTION TO REFLECT ANEXATIONS THROUGH JUNE 22, 2010 (LAST ORDINANCE #2010-13) PROJECT #09-1111.

FILE: K:\PORT ORANGE ANNEXATION\091111.DWG

SKETCH OF DESCRIPTION OF THE BOUNDARIES OF THE CITY OF PORT ORANGE, FLORIDA

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS #3019

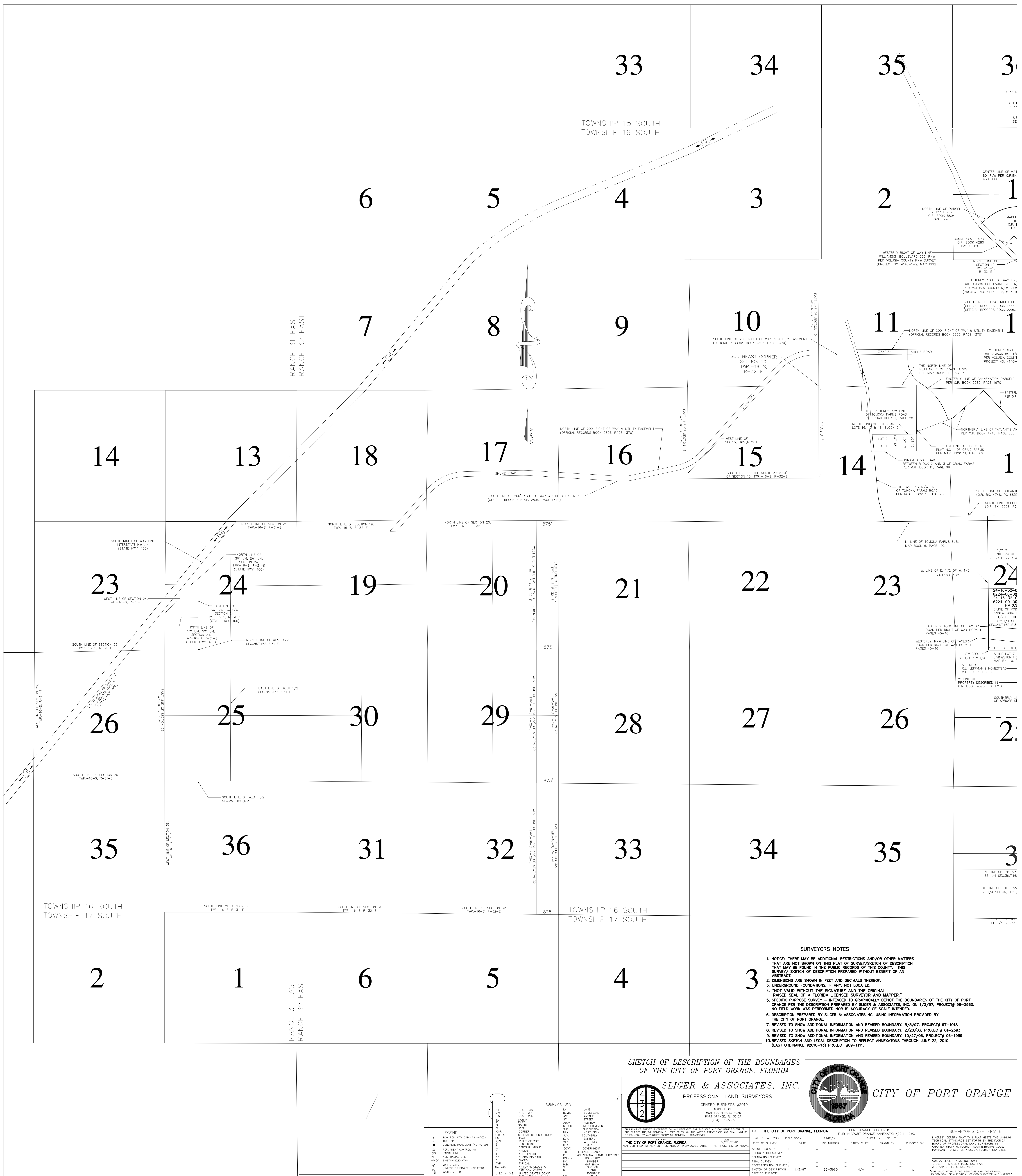
MAIN OFFICE:
3921 SOUTH NOVA ROAD
PORT ORANGE, FL 32127
(904) 761-5395

THIS PLAT OF SURVEY IS HEREBY CERTIFIED TO BE TRUE AND CORRECT AND TO BE THE BEST COPY OF THE ORIGINAL AS SUBMITTED TO THE CITY OF PORT ORANGE, FLORIDA.

CITY OF PORT ORANGE
1867

CITY OF PORT ORANGE

FOR THE CITY OF PORT ORANGE, FLORIDA		PORT ORANGE CITY LIMITS		SURVEYOR'S CERTIFICATE	
DATE	FILE#	SHEET	OF	CHECKED BY	FILE#
1/3/97	96-3960	1	2	SLIGER	01-2593
10/27/06	08-1959	1	2	SLIGER	08-1959
5/5/97	97-1018	1	2	SLIGER	97-1018
2/20/03	01-2593	1	2	SLIGER	01-2593





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/19/2016

Consent item: No

SUBJECT: Second Reading - Ordinance No. 2015-42 - Small-Scale Comprehensive Plan Amendment changing the Future Land Use (FLU) designation for 1780 Taylor Road from Volusia County Urban Low Intensity (ULI) to City of Port Orange Suburban Residential (2-4 units/acre); CASE NO. 15-20000001

DEPARTMENT: Community Development

GOAL: 2 - Quality of Life

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve Ordinance No. 2015-42, to change the Future Land Use (FLU) designation for ± 5 acres from Volusia County Urban Low Intensity (ULI) to City of Port Orange Suburban Residential (2-4 units/acre).

SUMMARY: Planning Commission Action (10/22/15): Recommended Approval
The applicant is requesting to change the Future Land Use (FLU) designation from Volusia County Urban Low Intensity (ULI) to City of Port Orange Suburban Residential (2-4 units/acre) for ± 5 acres. The amendment area is located on the north side of Taylor Road, between the existing entrances to the Crane Lakes and Forest Lake Preserve subdivisions.

The property owner has applied to annex the subject property into the City of Port Orange, change the Future Land Use (FLU) to a City designation, and rezone the property to add it into the Crane Lakes Planned Unit Development (PUD).

The proposed FLU amendment is generally consistent with the pertinent Goals, Objectives, and Policies of the City's Comprehensive Plan and compatible with the adjacent properties. Based on the impact analysis there are no impacts to City's public facilities (roadways, potable water, sanitary sewer, solid waste, recreation, or public school facilities) and there is adequate capacity to accommodate the proposed amendment.

If the proposed FLU amendment is approved, the applicant intends to rezone the property from Volusia County R-2 to City of Port Orange Planned Unit Development (PUD) and modify the Amended and Restated Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the Crane Lakes PUD to develop the property with a secondary access drive off Taylor Road for only employees and service trucks, eight mobile home sites, storage areas for materials associated with the golf course, pickle ball courts, and associated infrastructure and stormwater improvements.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Ord. No. 2015-42	Ord. No. 2015-42.pdf
2.	Staff Report	CC_Crane Lakes addition CPA_staff report.pdf

Fenwick, RobinCreated/Initiated - 12/08/2015

ORDINANCE NO. 2015-42

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE DESIGNATION FROM VOLUSIA COUNTY URBAN LOW INTENSITY (ULI) TO CITY OF PORT ORANGE SUBURBAN RESIDENTIAL (2-4 UNITS/ACRE); PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, after careful review and a public hearing, the Planning Commission, sitting as the Local Planning Agency, has forwarded a recommendation to the City Council regarding this proposed amendment to the Comprehensive Plan for the City of Port Orange; and

WHEREAS, the proposed amendment to the Comprehensive Plan directly relates to small scale development activities as provided in Section 163.3187(1)(c), Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has received comments and proposals from the general public and held at least one public hearing with regard to the proposed amendment to the Comprehensive Plan; and

WHEREAS, the amendment to the 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; and

WHEREAS, the City Council hereby declares that the purpose and intent of the proposed amendment to the Comprehensive Plan is to guide future growth and development; encourage the most appropriate use of land, water, and other resources,

consistent with the public interest; promote and protect the public health, safety, comfort, good order, appearance, convenience, aesthetics, and general welfare; prevent the overcrowding of land and avoid undue concentration of population; provide adequate and efficient transportation, water, sewage, drainage, fire protection, parks, recreational facilities, housing, and other services, facilities and resources; and conserve and protect natural resources within the City, while protecting private property rights; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. For purposes herein, the term "Comprehensive Plan", shall mean the Comprehensive Plan for the City of Port Orange, consisting of the two (2) volumes entitled "Comprehensive Plan City of Port Orange 2010-2025", including Binder No. 1, consisting of ten (10) elements, including Future Land Use and Future Land Use Map; Transportation; Housing; Public Facilities; Public Schools Facilities; Coastal Zone Management; Conservation; Recreation and Open Space; Intergovernmental Coordination; and Capital Improvements, all as adopted by Ordinance No. 1999-43, as subsequently amended by Ordinances No. 1999-46, 1999-56, 1999-57, 2000-1, 2000-8, 2000-13, 2000-25, 2000-29, 2000-41, 2001-2, 2001-21, 2001-26, 2001-28, 2001-75, 2001-76, 2001-89, 2002-7, 2002-20, 2003-3, 2003-1, 2003-22, 2003-39, 2004-34, 2004-39, 2005-1, 2005-3, 2005-13, 2005-15, 2005-25, 2005-27, 2005-30, 2005-31, 2005-49, 2006-9, 2006-16, 2006-24, 2006-41, 2006-51, 2006-53, 2007-4, 2007-14, 2007-30, 2007-48, 2007-55, 2007-57, 2007-60, 2007-61, 2008-2, 2008-8, 2008-9, 2008-12, 2008-16, 2008-19, 2008-36, 2009-3, 2009-19, 2009-20, 2010-14, 2010-20, 2010-30,

2011-24, 2011-34, 2012-8, 2012-24, 2012,30, 2013-20, 2013-25, 2014-31, 2014-32 and this ordinance.

Section 2. The Future Land Use Map of the Comprehensive Plan is hereby amended from Volusia County Urban Low Intensity to City of Port Orange Suburban Residential for the parcel of land as described in **Exhibit "A"** and as shown on the Map depicted in **Exhibit "B"**, attached hereto and by reference made a part hereof.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. This ordinance shall become effective immediately upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

Reviewed and Approved: _____
City Attorney

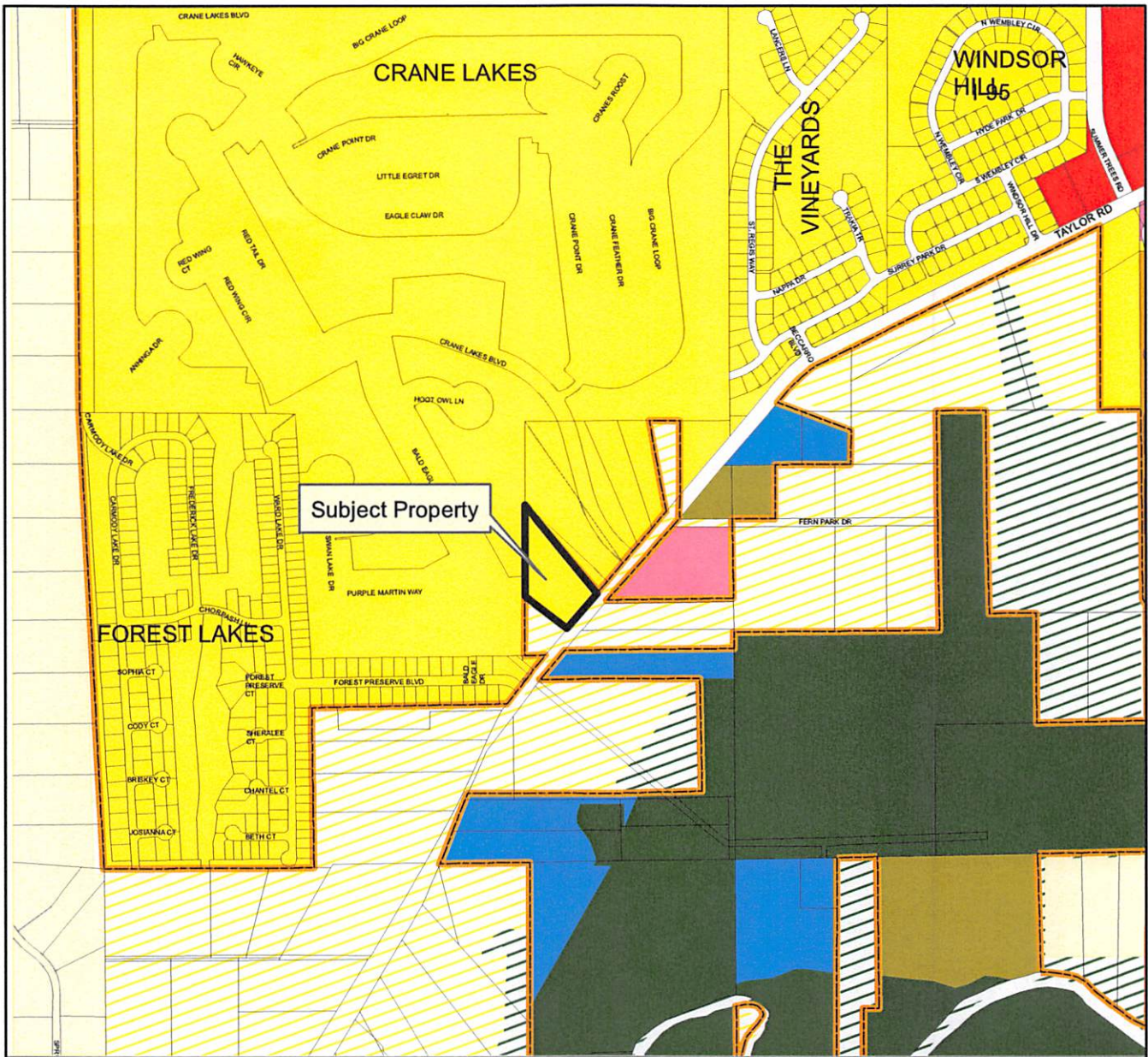
EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1: COMMENCING AT THE NORTHWEST CORNER OF THE N.E. 1/4 OF THE S.E. 1/4 OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST; THENCE SOUTH ALONG THE WESTERLY LINE THEREOF, A DISTANCE OF 752.09 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 45 DEGREES, 30 MINUTES, 20 SECONDS, EAST, A DISTANCE OF 659.23 FEET TO A POINT IN THE WESTERLY LINE OF SAMSULA PORT ORANGE ROAD (NOW TAYLOR ROAD); THENCE SOUTH 39 DEGREES, 53 MINUTES, WEST ALONG THE WESTERLY LINE OF SAID SAMSULA PORT ORANGE ROAD, A DISTANCE OF 200.0 FEET; THENCE NORTH 51 DEGREES, 09 MINUTES, WEST, A DISTANCE OF 439.18 FEET; THENCE NORTH 340.0 FEET TO THE PLACE OF BEGINNING.

PARCEL 2: COMMENCING AT THE NORTHWEST CORNER OF THE N.E. 1/4 OF THE S.E. 1/4 OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST; THENCE SOUTH ALONG THE WESTERLY LINE THEREOF, A DISTANCE OF 524.53 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 41 DEGREES, 05 MINUTES, 20 SECONDS, EAST, A DISTANCE OF 813.09 FEET TO A POINT IN THE WESTERLY LINE OF THE SAMSULA PORT ORANGE ROAD, NOW KNOWN AS TAYLOR ROAD; THENCE SOUTH 39 DEGREES, 53 MINUTES, WEST, ALONG THE WESTERLY LINE OF SAID TAYLOR ROAD, A DISTANCE OF 100 FEET; THENCE NORTH 45 DEGREES, 30 MINUTES, 20 SECONDS, WEST, A DISTANCE OF 659.23 FEET; THENCE NORTH 227.56 FEET TO THE PLACE OF BEGINNING.

EXHIBIT "B"



Public/Institutional	Urban Medium Density Residential (4-8 Units/Acre)	VC RURAL
Conservation	Office/Residential Transition (Up to 10 Units/Acre)	VC URBAN LOW DENSITY
Rural Transition (0-2 Units/Acre)	Commercial	VC ENVIRONMENTAL SYSTEMS CORRIDOR
Suburban Residential (2-4 Units/Acre)		



Future Land Use

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT





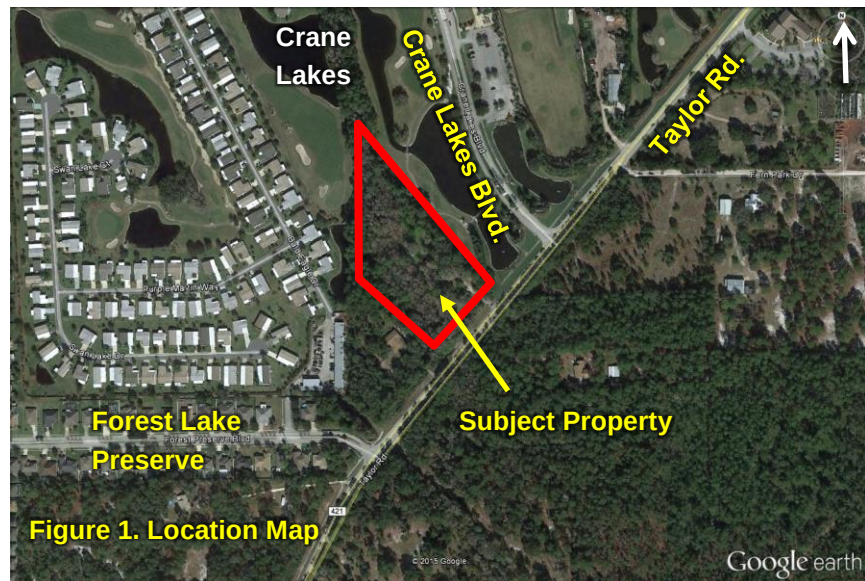
STAFF REPORT

Small-Scale Comprehensive Plan Future Land Use
Amendment/Crane Lakes Addition
CASE NO. 15-20000001

REQUEST:	Change the Comprehensive Plan Future Land Use (FLU) designation for ± 5 acres from Volusia County <i>Urban Low Intensity (ULI)</i> to City of Port Orange <i>Suburban Residential</i> (2-4 units/acre).
LOCATION:	1780 Taylor Rd. (Figure 1 - Location Map)
OWNER/APPLICANT:	CLGC Enterprises, LLC
STAFF CONTACT:	Penelope Cruz, Principal Planner (386) 506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Approved
CITY COUNCIL DATE:	December 1, 2015

INTRODUCTION

The proposed amendment is to change the Future Land Use (FLU) designation for ± 5 acres from Volusia County *Urban Low Intensity (ULI)* to City of Port Orange *Suburban Residential* (2-4 units/acre). The ± 5 -acre amendment area is located on the north side of Taylor Road, southwest of the existing entrance to Crane Lakes.



DISCUSSION

The following discussion will examine the proposed amendment, the impacts of the proposed amendment, and the existing environmental conditions.

PROPERTY OVERVIEW

The property is currently developed with a single-family home and various accessory structures. The property owner has applied to annex the subject property into the City of Port Orange, change the Future Land Use (FLU) to a City designation, and rezone the property to add it into the Crane Lakes Planned Unit Development (PUD). If approved, the property owner intends to develop the property with 8 mobile home sites, a secondary access drive off Taylor Road for employees and service trucks, storage areas for materials associated with the golf course, and pickle ball courts for residents of Crane Lakes.

Table 1. Surrounding Land Uses and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	Residential mobile home park/golf course	Suburban Residential	Crane Lakes PUD
South	vacant	Public/Institutional, Volusia County ULI	Volusia County RC and A-2
East	Residential mobile home park/golf course, vacant	Suburban Residential	Crane Lakes PUD
West	residential	Suburban Residential, Volusia County ULI	Forest Lake Preserve PUD, Volusia County A-2

The current adopted and proposed FLU designation for the subject property and the current FLU designation of the adjacent properties is identified on **Exhibit A**. The current zoning classification of the subject property (Volusia County A-2) and the adjacent properties is identified on **Exhibit B**.

PROPOSED AMENDMENT

The proposed amendment is to change the FLU designation for ±5 acres from Volusia County *Urban Low Intensity (ULI)* to City of Port Orange *Suburban Residential (2-4 units/acre)*. The following tables identify the current adopted and proposed FLU designations by acreage (Table 2) and maximum allowable density/intensity (Table 3).

Table 2. Current & Proposed Future Land Uses – Acreage by Category

	Current FLU (acres)	Proposed FLU (acres)	Net Change in FLU (acres)
Volusia County Urban Low Intensity (0.2-4 units/acre)	5	0	- 5
City of Port Orange Suburban Residential (2-4 units/acre)	0	5	+5
TOTAL ACREAGE	5	5	0

Table 3. Current & Proposed Future Land Uses – Maximum Density/Intensity by Category

	Current FLU	Proposed FLU	Net Change in FLU
	[theoretical max dwelling units (DU)/sq.ft.]*		
Volusia County Urban Low Intensity (0.2-4 units/acre)	20	0	-20
City of Port Orange Suburban Residential (2-4 units/acre)	0	20	+20
TOTAL	20	20	0

*Based upon the theoretical maximum development potential allowed by the FLU. The Applicant is proposing 8 residential units per the First Amendment to the Amended and Restated Crane Lakes PUD MDA.

INFRASTRUCTURE IMPACT ASSESSMENT

In accordance with standard practice from the Florida Department of Economic Opportunity (DEO) and other review agencies, an impact comparison analysis of the proposed amendment has been completed based upon the theoretical maximum development potential under the currently adopted future land use designation versus the proposed designation. The following seven public facilities and services were examined (Table 4):

1. Transportation	5. Stormwater Drainage
2. Sanitary Sewer	6. Recreation
3. Potable Water	7. Schools
4. Solid Waste	

Table 4. Impact Analysis (Theoretical Max.)

Development Variable	Current Future Land Use	Proposed Future land Use	Net Change
Residential Units	20	20	0
Population ¹	45	45	0
P.M. Peak Hour Trips/Daily Trips ²	20/190	20/190	0
Sanitary Sewer (gallons/day) ³	3,200	3,200	0
Potable Water (gallons/day) ⁴	3,600	3,600	0
Solid Waste (lbs./day) ⁵	144	144	0
Stormwater Drainage ⁶	-	-	-
Recreation/Open Space ⁷	0.3	0.3	0

Notes:

1. Population:	2.25 persons per household (per 2010 Census)
2. Transportation:	1.02 PM peak hour trip per unit; 9.52 daily trips per unit; Single-family (210), ITE Trip Generation Manual, 9 th Edition
3. Sanitary Sewer:	160 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
4. Potable Water:	180 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
5. Solid Waste	3.21 pounds per person per day; 10 lbs. per 1,000 square feet of non-residential development per day
6. Stormwater Drainage:	LOS standard = 25 year, 24 hour event. Drainage system will be designed to meet the requirements of the Land Development Code.
7. Rec. & Open Space:	7 acres/1,000 persons (0.007 acres/person)

The amendment results in no new impacts to public infrastructure because the current and proposed FLU designations allow the same theoretical maximum density.

TRANSPORTATION

There is no change in trip generation or Vehicle Miles Traveled (VMT) from the current to the proposed FLU designation. Based on the ITE Trip Generation Manual, 9th Edition, the projected maximum trip generation potential under the current and proposed FLU is 190 daily trips and 20 P.M. peak hour trips. There are no deficiencies

on the existing and future roadway network in this area in the short term (2015) or the long-term (2025).

SANITARY SEWER

The City has available sewer capacity to accommodate the proposed land use change. The City's adopted level-of-service (LOS) standard for sanitary sewer is 160 gallons per day per Equivalent Residential Unit (ERU) and 1/10 gallon per square foot per day of non-residential development. Using this standard, the current and proposed FLU designations would theoretically generate the same amount of waste water per day.

POTABLE WATER

The City has available well and Consumptive Use Permit (CUP) capacity to serve the proposed land use change (**Exhibit C**). The City's adopted LOS standard for potable water is 180 gallons per day per ERU and 1/10 gallon per square foot per day of non-residential development. Using this standard, the current and proposed FLU designations would theoretically demand the same amount of potable water per day.

SOLID WASTE COLLECTION

There is available capacity at the landfill to address the City's solid waste disposal needs. Solid waste generated within the City of Port Orange is delivered to the Volusia County landfill, a 3,000-acre Class I landfill with a projected life span to the year 2050. The City's collection standard is 1,350 residential units per curbside collection crew, per day, a weight standard of 3.21 pounds per person per day, and 10 lbs. per 1,000 square feet of non-residential development per day. Using this standard, the current and proposed FLU designations would theoretically generate the same amount of solid waste.

STORMWATER DRAINAGE

There is no anticipated impact to the City's drainage system from the proposed land use change. Stormwater management in the City of Port Orange deals with both quality and quantity. The City's adopted LOS standard for stormwater is the 25-year, 24-hour storm event. More specifically, the stormwater facilities must be capable of treating and conveying the runoff from such a storm without causing flooding of adjacent properties or polluting any receiving water bodies. In addition, the Comprehensive Plan and Land Development Code require that there be no net loss of stormwater retention function as a result of development. In other words, a given parcel must have the same ability to store and discharge water after development as it does before development occurs. Any future redevelopment of the property will be required to address stormwater retention on the property in accordance with these City standards.

RECREATION AND OPEN SPACE

There is no impact to the City's recreation facilities with the proposed FLU amendment. According to the City's 2014 Concurrency Management Report, the City has an excess of 81 acres of parkland beyond the currently adopted level-of-service requirements for parkland.

SCHOOLS

In accordance with the county-wide school concurrency requirements, the proposed development of the subject property is exempt from the public school concurrency review because it is part of a 55+ age-restricted development.

ENVIRONMENTAL CONDITIONS

According to the environmental analysis prepared by Environmental Services, Inc. the vegetative communities on the site include upland hardwood and mixed-wetland hardwood. The upland hardwood area is located along the western edge of the property and is consistent with a typical mix forested upland. The eastern upland area is where the existing single-family home is located is classified as developed. The mixed-wetland hardwood habitat is a hydric hammock located in the central portion of the property and bisects the uplands.

The environmental analysis for the site states that no endangered, threatened, or species of special concern were observed within the amendment area or within 25 feet of the property boundaries.

The ±5-acre amendment area includes approximately 1.74-acres of wetlands that traverse a somewhat north to south direction in the central portion of the property. After the environmental analysis was prepared, a second site visit by Environmental Services, Inc. determined that the wetland is no longer draining across Taylor Road to Spruce Creek as it used to, but rather, it pops off and does a 90° turn and goes south down the road. They also stated that the wetlands are of moderate quality based on the Uniform Mitigation Assessment Method (UMAM) for assessing the ecological functions provided by wetlands. Any wetland impacts will require permitting and appropriate mitigation through the St. Johns River Water Management District.

REVIEW CRITERIA AND STAFF FINDINGS

1. *Consistency with the City's Comprehensive Plan.*

Staff finding: The proposed FLU amendment is generally consistent with the pertinent Goals, Objectives, and Policies of the City's Comprehensive Plan. The proposed FLU category meets the locational criteria for the *Suburban Residential* FLU designation of being located in an area between collector and arterial roads and generally located within one mile of a neighborhood or community-level commercial node. All public facilities have adequate capacity to accommodate the proposed amendment.

2. *Compatibility with land use designations for adjacent parcels and neighborhoods.*

Staff finding: The proposed FLU amendment is compatible with the adjacent properties. Compatibility is defined in the Comprehensive Plan as a condition in which dissimilar land uses can co-exist in relative proximity to one another in a stable fashion over time, such that neither use is unduly negatively impacted by the other. The subject property is located adjacent to a principal arterial road (Taylor Rd.) and is surrounded by Crane Lakes Golf Course and mobile home

park to the north and east, a single-family home to the west, and vacant land to the south (across Taylor Rd.)(see Table 1 – page 2).

3. *Impacts on public facilities/infrastructure/services.*

Staff finding: Based on the infrastructure impact analysis, all public facilities have adequate capacity to accommodate the proposed amendment. There is no net change in theoretical impacts between the current and proposed FLU designation on roadways, potable water, sanitary sewer, solid waste, recreation, or public school facilities.

4. *Whether the amendment increases the clearance time for evacuation of the population in the Hurricane Vulnerability Zone above twelve hours.*

Staff finding: The subject property does not lie within the Hurricane Vulnerability Zone. The proposed amendment will not negatively impact the clearance time for evacuation of the population in the Hurricane Vulnerability Zone.

5. *Whether the amendment discourages the proliferation of urban sprawl.*

Staff finding: The proposed amendment will not encourage sprawl. The subject property is adjacent to existing development, with access to existing infrastructure. The amendment area has already been developed with a single-family home and is a request to change the FLU of the property to the City equivalent of the current Volusia County FLU designation.

PUBLIC INPUT:

In June 2015, staff notified the adjacent neighborhood HOA (Forest Lakes Preserve) regarding the proposed amendment and posted the property notifying the public of the proposed amendment.

STAFF RECOMMENDATION

Staff recommends **approval** of the request to change the FLU designation of ±5 acres from Volusia County *Urban Low Intensity (ULI)* to City of Port Orange *Suburban Residential* (2-4 units/acre), subject to the annexation of the property into the City of Port Orange.

ATTACHMENTS:

- Exhibit A – Current and Proposed Future Land Use
- Exhibit B – Current and Proposed Zoning
- Exhibit C – SJRWMD Potable Water Availability Worksheet

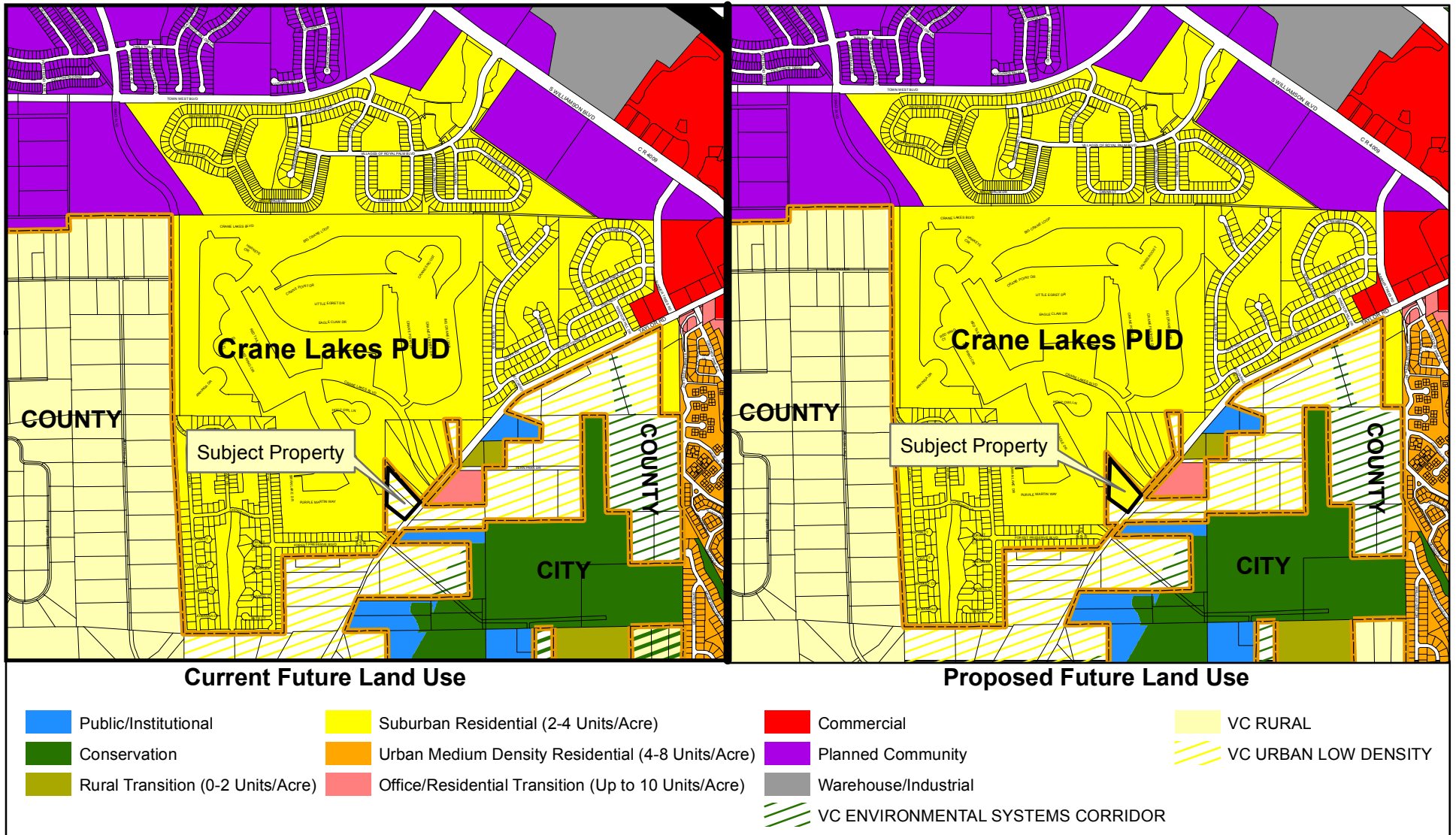


EXHIBIT A

CASE NO. 15-10000001, 15-20000001, and 15-40000002

DEPARTMENT OF COMMUNITY DEVELOPMENT



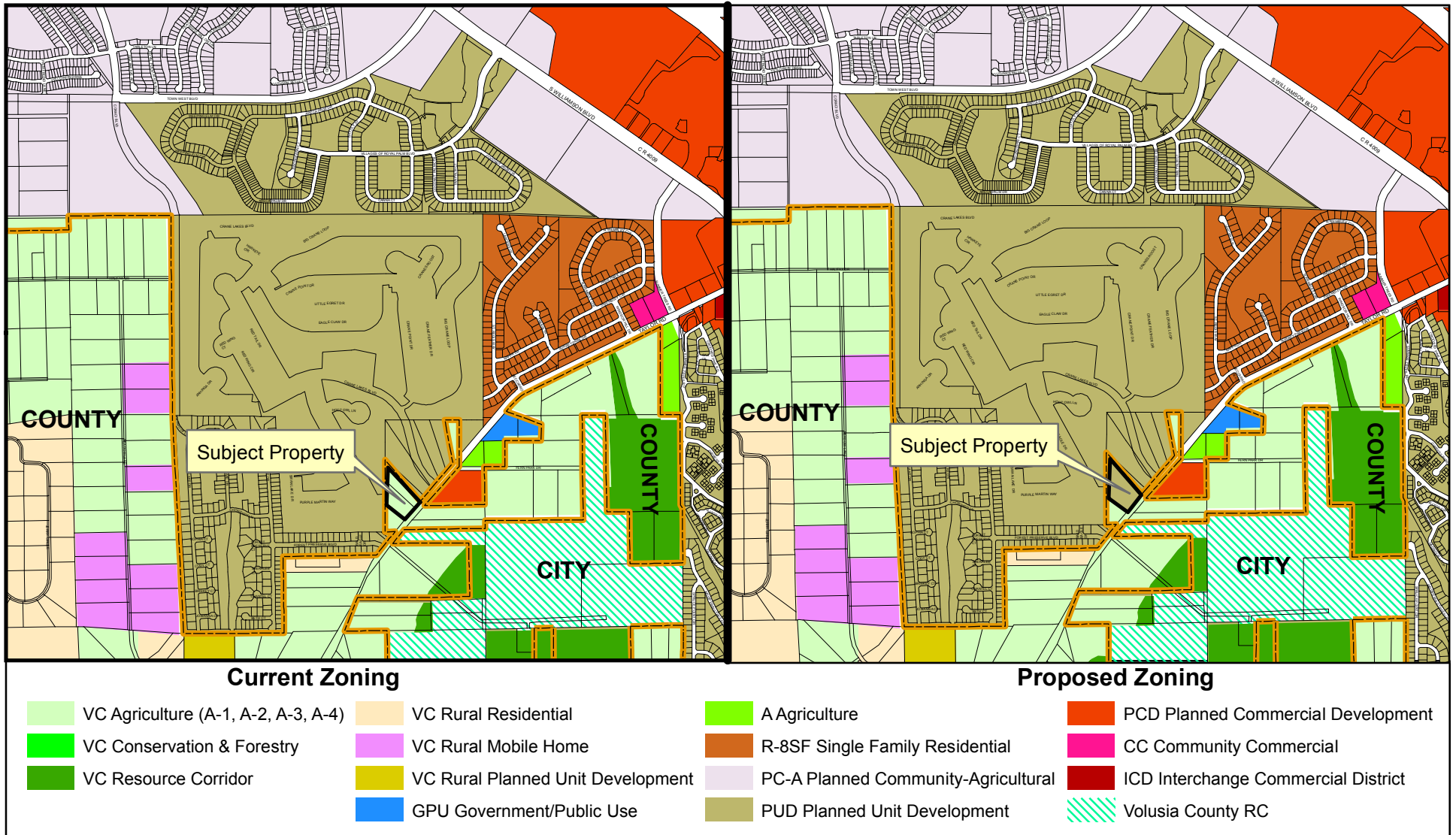


EXHIBIT B

CASE NO. 15-10000001, 15-20000001, and 15-40000002

DEPARTMENT OF COMMUNITY DEVELOPMENT





St. Johns River Water Management District Potable Water Availability Worksheet

This worksheet is for use by local governments submitting comprehensive plan amendments to determine the availability of potable water resources to serve proposed development. Instructions and St. Johns River Water Management District (SJRWMD) staff contact information are attached.

1. General Information

Date: October 12, 2015 Case No. 15-20000001

Contact name: Penelope Cruz Phone: 386-506-5671 E-mail: pcruz@port-orange.org

Local government: City of Port Orange

Potable water supplier: City of Port Orange

2. Infrastructure Information

Water treatment plant permit number: 3641044 Permitting agency: FDEP

Permitted capacity of the water treatment plant(s): 15 million gallons a day (mgd)

Total design capacity of the water treatment plant(s): 15 mgd

Are distribution lines available to serve the property? Yes ☒ No ☐

If not, indicate how and when the lines will be provided: _____

Are reuse distribution lines available to serve the property? Yes ☒ No ☐

If not, indicate if, how and when the lines will be provided: _____

3. SJRWMD Consumptive Use Permit (CUP) Information

CUP number: 8595 Expiration date: 6/1/22

Total CUP duration (years): 20

CUP allocation in last year of permit: 8.97 MGD (annual average)

Current status of CUP: In compliance ☒ Not in compliance ☐

Allocations to other local governments: Ponce Inlet as a whole sale customer; Daytona Beach Shores & Volusia County are partially served as retail customers; No specific water usage amount has been recorded or agreed for these local governments

Reserved capacity: 0.05 MGD (Based on a estimated 257 ELUs that are permitted but unbuilt at 180 GPD/ELU.) Total committed capacity built and unbuilt is 7.01 MGD - based on 38,945 ELUs at 180 GPD/ELU.

4. Consumptive Use Analysis

Designate mgd ☒ or mgy ☐

A. Current year CUP allocation: 8.38

B. Consumption in the previous calendar year: 5.94

C. Reserved capacity ☐ or growth projection ☒ (check the one used): 0.18

D. Projected consumption by proposed comprehensive plan amendment areas 0

E. Amount available for all other future uses (A - B - C - D = E): 2.26

If the amount in E is zero or a negative number, explain how potable water will be made available for future uses: Please note for "C" - the growth projection is based a historical growth rate of 0.15 MGD - 0.18 MGD calculated from monthly operating reports data (MORs, DEP form 17.1.122 (40)) of the City's Garnsey Water Plant.

This worksheet is available electronically at http://www.sjrwmd.com/programs/outreach/local_gov/



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/19/2016

Consent item: No

SUBJECT: Second Reading - Ordinance No. 2015-43 – Rezoning and 1st Amendment to the Amended and Restated Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the Crane Lakes Planned Unit Development (PUD); CASE NO. 15-40000002

DEPARTMENT: Community Development

GOAL: 2 - Quality of Life

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve Ordinance No. 2015-43, to rezone ±5 acres from Volusia County R-2 to City of Port Orange Planned Unit Development (PUD) and approve the 1st Amendment to the Amended and Restated Crane Lakes Planned Unit Development Master Development Agreement (MDA) and Conceptual Development Plan (CDP).

SUMMARY: Planning Commission Action (10/22/15): Recommended Approval

The applicant is requesting to rezone ±5 acres from Volusia County R-2 to City of Port Orange Planned Unit Development (PUD) and approval of the 1st Amendment to the Amended and Restated Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the Crane Lakes PUD.

If approved, the 1st Amendment will expand the Crane Lakes PUD and provide the regulatory framework for developing the ±5 acres added to the PUD. The proposed improvements in the expansion area include a secondary access drive off Taylor Road for only employees and service trucks, eight mobile home sites, storage areas for materials associated with the golf course, pickle ball courts, and associated infrastructure and stormwater improvements.

The Crane Lakes PUD is located on the north side of Taylor Road, between the Forest Lakes Preserve and the Vineyards subdivisions. The staff report is attached for more information.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Ord. No. 2015-43	Ord. No. 2015-43.pdf
2.	Staff Report	CC Staff Report_Crane Lakes addition_rezoning_MDA

	Amendment.pdf

Fenwick, Robin

Created/Initiated - 12/08/2015

ORDINANCE NO. 2015-43

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF APPROXIMATELY ± 5 ACRES ADJOINING THE CRANE LAKES DEVELOPMENT FROM VOLUSIA COUNTY R-2 TO CITY OF PORT ORANGE PLANNED UNIT DEVELOPMENT (PUD) AND APPROVING THE FIRST AMENDMENT TO THE AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT (MDA) AND CONCEPTUAL DEVELOPMENT PLAN (CDP) FOR THE CRANE LAKES PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the property owner has requested the rezoning of the property consisting of approximately ± 5 acres from Volusia County R-2 to City of Port Orange Planned Unit Development (PUD); and

WHEREAS, the City and Developer desire to amend the Amended and Restated MDA Agreement (the "MDA") recorded in Official Records Book 6030 Page 3338, the Public Records of Volusia County, Florida; and

WHEREAS, the developer submitted a request to the Planning Commission to approve the First Amendment to the Amended and Restated Crane Lakes a Residential PUD Master Development Agreement; and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by a majority vote recommended approval of the proposed First Amendment to the Amended and Restated Crane Lakes a Residential PUD Master Development Agreement subject to resolution of outstanding staff comments; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange does hereby rezone the property consisting of approximately ± 5 acres located at 1780 Taylor Road and 1850 Crane Lakes Boulevard described in **Exhibit "1"**, attached hereto, from Volusia County R-2 to City of Port Orange PUD.

Section 3. The City Council of the City of Port Orange does hereby approve, authorize and direct the revision of the City's Official Zoning Atlas classification as shown on **Exhibit "2"** attached hereto.

Section 4. The City Council of the City of Port Orange does hereby approve the First Amendment to the Amended and Restated Crane Lakes a Residential PUD Master Development Agreement, attached hereto as **Exhibit "3"**.

Section 5. The Mayor and City Manager are hereby authorized to execute said First Amendment to the Amended and Restated Crane Lakes a Residential PUD Master Development Agreement on behalf of the City of Port Orange.

Section 6. All ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 7. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 8. This ordinance shall become effective immediately upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

Reviewed and Approved: _____
City Attorney

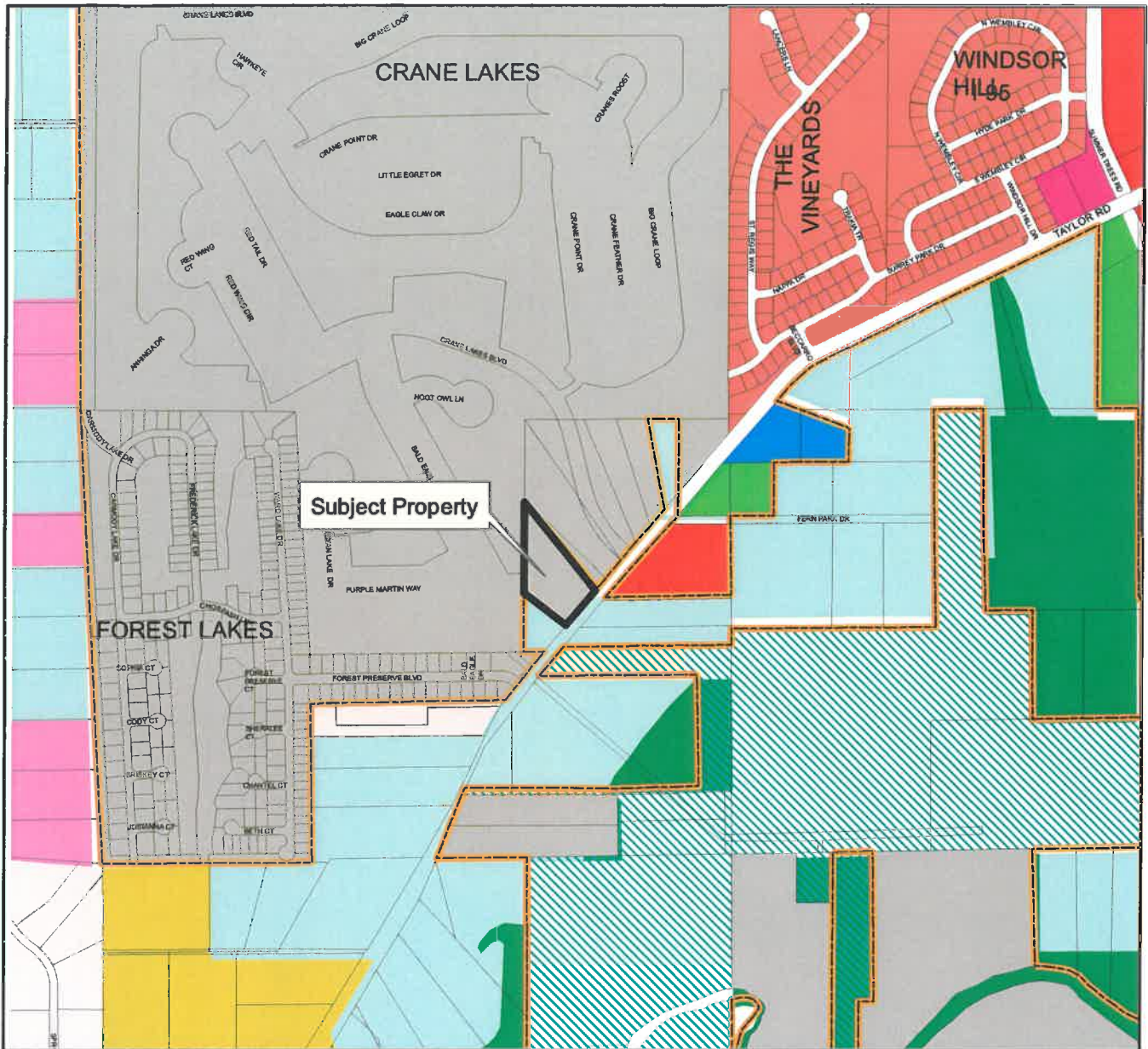
EXHIBIT "1"

LEGAL DESCRIPTION

PARCEL 1: COMMENCING AT THE NORTHWEST CORNER OF THE N.E. 1/4 OF THE S.E. 1/4 OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST; THENCE SOUTH ALONG THE WESTERLY LINE THEREOF, A DISTANCE OF 752.09 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 45 DEGREES, 30 MINUTES, 20 SECONDS, EAST, A DISTANCE OF 659.23 FEET TO A POINT IN THE WESTERLY LINE OF SAMSULA PORT ORANGE ROAD (NOW TAYLOR ROAD); THENCE SOUTH 39 DEGREES, 53 MINUTES, WEST ALONG THE WESTERLY LINE OF SAID SAMSULA PORT ORANGE ROAD, A DISTANCE OF 200.0 FEET; THENCE NORTH 51 DEGREES, 09 MINUTES, WEST, A DISTANCE OF 439.18 FEET; THENCE NORTH 340.0 FEET TO THE PLACE OF BEGINNING.

PARCEL 2: COMMENCING AT THE NORTHWEST CORNER OF THE N.E. 1/4 OF THE S.E. 1/4 OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST; THENCE SOUTH ALONG THE WESTERLY LINE THEREOF, A DISTANCE OF 524.53 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 41 DEGREES, 05 MINUTES, 20 SECONDS, EAST, A DISTANCE OF 813.09 FEET TO A POINT IN THE WESTERLY LINE OF THE SAMSULA PORT ORANGE ROAD, NOW KNOWN AS TAYLOR ROAD; THENCE SOUTH 39 DEGREES, 53 MINUTES, WEST, ALONG THE WESTERLY LINE OF SAID TAYLOR ROAD, A DISTANCE OF 100 FEET; THENCE NORTH 45 DEGREES, 30 MINUTES, 20 SECONDS, WEST, A DISTANCE OF 659.23 FEET; THENCE NORTH 227.56 FEET TO THE PLACE OF BEGINNING.

EXHIBIT "2"



GPU Government/Public Use	PCD Planned Commercial Development	VC Resource Corridor
A Agriculture	CC Community Commercial	VC Rural Residential
R-8SF Single Family Residential	Volusia County RC	VC Rural Mobile Home
PUD Planned Unit Development	VC Agriculture	VC Rural Planned Unit Development
VC Conservation & Forestry		



Zoning
CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT

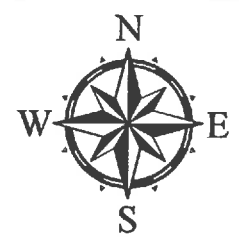


EXHIBIT "3"

FIRST AMENDMENT TO THE AMENDED AND RESTATED CRANE LAKES A RESIDENTIAL PUD MASTER DEVELOPMENT AGREEMENT.

This Agreement, is entered into by and between the City of Port Orange, a Florida municipal corporation whose address is 1000 City Center Circle, Port Orange, FL 32129 (hereinafter the "City") and Crane Lakes, Inc., a Florida Corporation, the general partner of Becks Farm, LTD, a Florida Limited Partnership whose address is 125 N. Ridgewood Avenue, Daytona Beach, FL 32114, (the "Developer") and CLGC Enterprises, LLC, a Florida Limited Liability Company whose address is 125 N. Ridgewood Avenue, Daytona Beach, FL 32114, (the "Owner") and Crane Lakes Golf Course Inc. a Florida Corporation whose address is 125 N. Ridgewood Avenue, Daytona Beach, FL 32114 (the "Golf Course Owner") shall constitute the first amendment to the Amended and Restated Crane Lakes a Residential PUD Master Development Agreement hereinafter referred to the First Amendment.

WHEREAS, The Developer developed certain real property (the "Property") located in Port Orange, Florida more particularly described in **Exhibit "A"**, as a residential community known as Crane Lakes.

WHEREAS, The City and Developer previously entered into the Amended and Restated MDA Agreement (the "MDA") recorded in Official Records Book 6030 Page 3338, the Public Records of Volusia County Florida which included the Property.

WHEREAS, the Owner recently purchased an additional 5.07 acres of land immediately adjacent and contiguous to the above referenced Property more particularly described as **Exhibit "B"** and desires to incorporate this land (the "Annexed Property") into this Agreement.

WHEREAS, the City, Developer, the Owner and the Golf Course Owner agree to further amend the MDA Agreement by this First Amendment and incorporate the Annexed Property into the development.

NOW THEREFORE, the City and the Owner hereby agree as follows:

1. This First Amendment complies with the City's Comprehensive Plan 2010-225.
2. MDA Agreement, Section 3 : This section shall be amended by adding the following paragraph:
 - C. In addition to the existing Conceptual Development Plan which has been complied with, the Owner shall be entitled to construct and develop the Annexed Property consistent with the conceptual plan attached hereto as **"Exhibit C"**. Moreover, additional employee parking shall be provided at the existing maintenance building.

3. MDA Agreement, Section 4: This section shall be amended by adding the following paragraph:

Section 4(A)(3): The Annexed Property shall include uses as eight (8) single family residential lots, a screened storage yard and facility for the mobile home community and golf course, recreational facilities, parking and other infrastructure. All buildings, including but not limited to, the proposed storage buildings shall maintain and comply with the architectural requirements of the Amended and Restated MDA or the LDC. All utilities serving the annexed property shall be designed and constructed according to City requirements and dedicated to the City upon completion and acceptance. Furthermore, all stormwater shall be maintained by the Master Association.

Section 4(D): The maximum number of dwelling units shall be amended from 810 to 814 units.

Section 4(D)(11): This section shall be amended by adding: An additional monument sign consistent with the LDC shall be permitted at the entrance depicted on the conceptual plan (Ex. "C") for the Annexed Property.

4. MDA Agreement, Section 7(B)(1): This section shall be amended by adding: An additional ingress/egress shall be permitted approximately 500 feet southwest of the main entrance and as generally depicted on Exhibit "C". The additional ingress/egress shall be privately owned and maintained with an easement granted to the City for access of emergency vehicles and government services including maintenance and operation of public utilities. Moreover, the additional ingress/egress shall be gated and may only be used by employees or delivery vehicles associated with the golf course and as an emergency secondary access for residents.

5. CONFORMANCE WITH LAWS

The Owner agrees:

1. To develop and maintain the Property and the Annexed Property according to all regulations of the City to the extent those regulations are not inconsistent with the Plan for the Property.
2. To be bound by all City codes and ordinances that are not in conflict with the provisions of the Amended and Restated MDA.

6. ENFORCEABILITY: If any provision of this Amendment is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity or enforceability of any other provision of this Amendment unless the holding so states.
7. PRIOR AGREEMENTS: The Amended and Restated Crane Lakes Residential PUD Master Development Agreement recorded in O.R. Book 6030, Page 338, shall continue in full force and effect except with respect to those matters specifically amended by this

First Amendment. With respect to those matters specifically amended, this First Amendment shall govern.

8. POLICE POWER: Nothing contained in this Amendment shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the City as it now or hereafter exists under applicable laws, rules and regulations. Further, nothing contained in this Amendment shall be construed as a waiver of the attempted waiver by the City of its sovereign immunity under the constitution and laws of the State of Florida.

9. EFFECTIVE DATE AND EXPIRATION.

(A) This Agreement shall be effective upon recording by the City at the Owner's expense in the public records of Volusia County, Florida. The Second Reading of the Ordinance for re-zoning of any land to the PUD district shall not take place until the Owner has provided an executed copy of the MDA to the City Clerk addressing all issues discussed prior to the scheduled Second Recording. If there are no additional requirements, corrections or conditions attached by the City Council at the Second Reading, the Agreement shall be signed by the Mayor and City Clerk and recorded.

(B) Development of the Property as shown in the First Amendment to the Amended and Restated Crane Lakes PUD shall commence within five (5) years from the effective date of this Agreement and it shall be completed within ten (10) years from the effective date unless it is extended by mutual agreement of the parties. Failure to comply with the established schedule shall cause the Agreement to lapse. The term "Development" shall have the meaning as set forth in the LDC.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Amendment to the MDA Agreement by and through their duly authorized representatives, on the respective dates below.

WITNESSES:

**CITY OF PORT ORANGE, a Florida
Municipal Corporation**

Printed Name

By: _____
Allen Green, Mayor

Printed Name

Printed Name

Attest _____
Robin L. Fenwick, CMC, City Clerk

Printed Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Allen Green, Mayor of the CITY OF PORT ORANGE, FLORIDA, a Florida Municipal Corporation, on behalf of the City. He is personally known to me and did not take an oath.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Robin L. Fenwick, CMC, City Clerk, of the CITY OF PORT ORANGE, FLORIDA, a Florida Municipal Corporation, on behalf of the City. She is personally known to me and did not take an oath.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

DEVELOPER:

WITNESSES:

Becks Farm, LTD, a Florida Limited Partnership

Printed Name: _____

By: Becks Farm , LTD, a Florida Limited Partnership

Printed Name: _____

By: Crane Lakes, Inc., a Florida Corporation,
its general partner

By: _____
Berrien Becks, Jr, President of Crane Lakes, Inc.

Date: _____, 2015

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2015, by Berrien Becks, Jr, the President of Crane Lakes, Inc., a Florida Corporation, the general partner of Becks Farm, LTD, a Florida Limited Partnership. He ☐ is personally known to me OR ☐ produced _____ as identification.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

OWNER:

CLGC Enterprises, LLC. a Florida Limited Liability Company

By: _____
John Schnebly, Sr., Manager

Date: _____, 2015

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2015, by John Schnebly, Sr, the Manager of CLGC Enterprises, LLC a Florida Limited Liability Company. He ☐ is personally known to me OR ☐ produced _____ as identification.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

GOLF COURSE OWNER:

Crane Lakes Golf Course Inc., a Florida
Corporation:

By: _____

Print Name: _____

Date: _____, 2015

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of
_____ 2015, by _____, as _____ of Crane Lakes Golf Course,
Inc., a Florida Corporation. He ☐ is personally known to me OR ☐ produced _____
_____ as identification.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

DESCRIPTION

PLAT 25, SECTION 24, AT THE NORTHWEST CORNER OF THE E 1/4 OF THE S 1/4 OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 3 EAST, THENCE SOUTH 51.14° OF THE WESTLY LINE, THEREOF, A DISTANCE OF 522.53 FEET TO THE PLACE OF BEGINNING, THENCE SOUTH 41 DEGREES 05 MINUTES, EAST, A DISTANCE OF 813.09 FEET TO A POINT IN THE WESTLY LINE OF THE MINERAL PARK CEMETERY ROAD, NOW KNOWN AS TAYLOR ROAD, THENCE SOUTH 38 DEGREES 53 MINUTES, WEST, ALONG THE WESTLY LINE OF SAID TAYLOR ROAD, A DISTANCE OF 180 FEET, THENCE NORTH 43 DEGREES, 30 MINUTES, WEST, A DISTANCE OF 635.32 FEET, THENCE NORTH 27.28 FEET TO THE PLACE OF BEGINNING.

[illegible][illegible]

ZONING: A
AREA TO BE ADDED TO PUD
~~AND~~ AREA OF PUD MODIFIED
SEE SHEET 2

ZONING GPU

[illegible]

SOILS MAR

VOLUME: 141
SUMMER 2000

Office of the
Secretary of the
Department of
Education

EXHIBIT "A"	OVERALL CONCEPTUAL DEVELOPMENT PLAN
SHEET	

CRANE LAKES
MODIFICATION OF P.U.D.

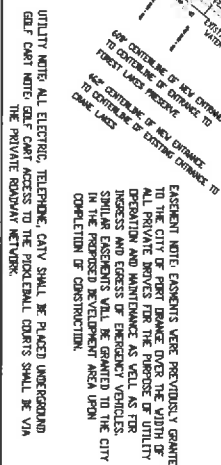
JERRY K. FINLEY

10-06-2015

FINLEY ENGINEERING GROUP
 CERTIFICATE OF AUTHORIZATION NUMBER 9091
 5531 South Ridgewood Avenue, Unit 1
 Port Orange, Florida 32127
 (386)758-8676

EMAIL: JFINLEY@FINLEYENGINEERS.COM

NEL	DATE	DESCRIPTION
1	6-28-15	POB IDENTIFICATION
2	8-28-15	RESIDENT POB IDENT.
3	12-8-15	RESIDENT POB IDENT.



NIL	DATE	DESCRIPTION
2	8-28-81	RECEIVED PUG HUNT
7	10-8-81	RECEIVED PUG HUNT



STAFF REPORT

Rezoning and 1st Amendment to the Amended and Restated
Crane Lakes PUD MDA and CDP
CASE NO. 15-40000002

REQUEST:	Rezone ±5-acres from Volusia County R-2 to Planned Unit Development (PUD) and approve the First Amendment to the Amended and Restated Crane Lakes PUD Master Development Agreement (MDA) and Conceptual Development Plan (CDP)
APPLICANTS:	Becks Farm, Ltd., Berrien H. Becks, Sr. and CGLC Enterprises, LLC, John Schnebly, Jr.
PROPERTY OWNERS:	CGLC Enterprises, LLC; Becks Farm, Ltd.; Crane Lakes Golf Course, Inc.
LOCATION:	1780 Taylor Rd. and 1850 Crane Lakes Blvd.
STAFF CONTACT:	Penelope Cruz, Principal Planner (386) 506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Approved
CITY COUNCIL DATE:	December 1, 2015

INTRODUCTION

The applicants propose to rezone ±5-acres from Volusia County R-2 to Planned Unit Development (PUD) and modify the Amended and Restated Crane Lakes PUD Master Development Agreement (MDA) and Conceptual Development Plan (CDP). If approved, the applicants intended to expand the Crane Lakes PUD. The PUD currently consists of 806 mobile home sites, a golf course, and is accessed off Taylor Road. The proposed improvements in the ±5-acre expansion area

Table 1

	Acres	Mobile Homes
Current PUD	200	806
PUD Expansion	5	8
Total PUD	205	814

include a secondary access drive off Taylor Road for employees and service trucks, eight mobile home sites, storage areas for materials associated with the golf course, and pickle ball courts.

The Crane Lakes PUD is located on the west side of Taylor Road, between the Forest Lakes Preserve and The Vineyards subdivisions. The ±5-acre expansion area is located on the north side of Taylor Road, west of Crane Lakes Boulevard (Figure 1 - Location Map).



CONSISTENCY WITH COMPREHENSIVE PLAN

The applicant has applied to annex the property into the City of Port Orange and change the Future Land Use (FLU) designation from Volusia County *Urban Low Intensity (ULI)* to City of Port Orange *Suburban Residential (2-4 units/acre)*. The proposed rezoning and amendment to the MDA and CDP are consistent with the type of land use and intensity allowed by the City of Port Orange FLU designation.

General infrastructure capacity for the proposed use of the property was evaluated with the FLU amendment (Case No. 15-20000001). A detailed review of water, sewer, reclaimed water, stormwater, and traffic will occur when the site plan is submitted.

DEVELOPMENT PROPOSAL

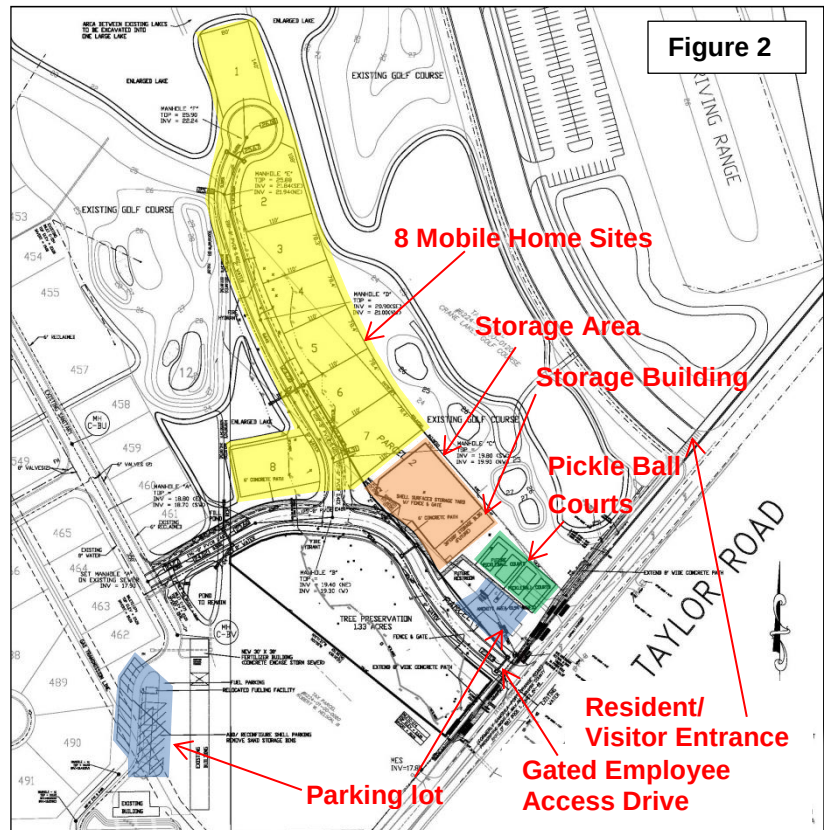
If approved, the First Amendment to the Amended and Restated Cranes Lakes PUD MDA and CDP will provide the regulatory framework for the development of 8 mobile home sites, a secondary access drive off Taylor Road for employees and service vehicles, storage areas for materials associated with the golf course, and pickle ball courts for residents of Crane Lakes. The following discussion will focus on the significant aspects of the proposed MDA and CDP.

General Site Layout

The Conceptual Development Plan (CDP) for this amendment shows the general location of potential buildings and infrastructure (Figure 2 and Exhibit C of the MDA). The general locations of the buildings and site improvements associated with this amendment will comply with the requirements of the Land Development Code (LDC) and the MDA at the time of site plan review.

Parking and Project Access

The proposed development will comply with the parking requirements of the LDC. The total number of parking spaces and the design of the parking lots will be reviewed with the submittal of the site plan. Residents and visitors of Crane Lakes will enter and exit via the existing Crane Lakes Boulevard access point. Employees and service/maintenance vehicles will enter and exit via the gated second driveway located approximately 500 feet southwest of Crane Lakes Boulevard (Figure 2). Taylor Road in



this area is under Volusia County jurisdiction. Specific technical requirements for access must be approved by Volusia County during the site plan review.

Roadway and Sidewalks

All roadways within the property will remain private, consistent with the overall PUD. The 8-foot sidewalk along Taylor Road will also be extended along the frontage of the annexation property.

Traffic

A slight increase in the number of vehicular trips is likely as a result of the proposed development of this property. Based on the ITE Trip Generation Manual, 9th Edition, the proposed development could generate an additional 5 p.m. peak hour trips and an additional 11 daily trips. According to the latest traffic counts for Taylor Road, there is sufficient roadway capacity for the traffic that could be generated by the proposed development of the subject property. The site plan submittal for this property will be required to comply with the concurrency management requirements in the City's LDC.

Roadway Segment	Adopted Level-of-Service Standard	Maximum Capacity	Vehicles per Day	Remaining Capacity
Taylor Rd. (Tomoka farms Rd. to Spruce Creek Blvd.)	E	17,050	7,400	9,650 (57%)
Taylor Rd. (Spruce Creek Blvd. to Crane Lakes Blvd.)	E	17,050	10,400	6,650 (39%)
Taylor Rd. (Crane Lakes Blvd. to Summertrees Rd.)	E	17,050	14,200	2,850 (17%)
Taylor Rd. (Summertrees Rd. to Williamson Blvd.)	E	37,970	14,530	23,440 (62%)

Source: Volusia County 2014 Traffic Counts

Tree Preservation and Landscaping

The proposed development will comply with the tree preservation, landscaping and screening requirements of the LDC. This includes the preservation of 15% of the subject property for the protection of existing trees, the 25-foot buffer along Taylor Road, foundation plantings around buildings, and screening of storage areas, equipment, and parking areas.

Potable Water, Sanitary Sewer, and Reclaimed Water

The proposed development will comply with the requirements of the LDC for improvements related to water, sewer, and reclaimed water. Potable water, sanitary sewer and reclaimed water lines are available within the Crane Lakes development and along Taylor Road.

Stormwater Management

All stormwater will continue to be privately maintained. The drainage areas shown on the CDP will be required to provide adequate stormwater drainage for the ±5-acre addition and maintain stormwater drainage for the existing development. The City's Comprehensive Plan and Land Development Code require that there be no net loss of stormwater retention function as a result of development. In other words, a given parcel must have the same ability to store and discharge water after development as it does before development occurs. Any future development of the subject property will be

required to address stormwater retention on the property in accordance with City standards.

Wetlands

The subject property includes approximately 1.74-acres of wetlands that traverse the central portion of the property. According to the environmental analysis prepared by Environmental Services, Inc. for the PUD amendment, the wetlands are of moderate quality based on the Uniform Mitigation Assessment Method (UMAM) for assessing the ecological functions provided by wetlands. Any wetland impacts will require permitting and appropriate mitigation through the St. Johns River Water Management District.

Architecture

The architecture of the non-residential buildings, accessory structures and screen walls will be designed with a common architectural theme and comply with LDC requirements. A formal review of the architecture design will occur during the site plan review process to verify compliance with the MDA and LDC.

RECOMMENDATION

Staff recommends **approval** of the rezoning to Planned Unit Development and the 1st Amendment to the Amended and Restated Crane Lakes PUD Master Development Agreement and Conceptual Development Plan, subject to the following:

1. Approval of the annexation,
2. Approval of the Future Land Use amendment, and
3. Review and approval of the MDA and CDP by the City Attorney's Office for legal form and content.

ATTACHMENTS

- Exhibit A – Current and Proposed Future Land Use
- Exhibit B – Current and Proposed Zoning
- Exhibit C – 1st Amendment to the Amended and Restated Crane Lakes PUD Master Development Agreement and Conceptual Development Plan (see Ordinance Exhibit)

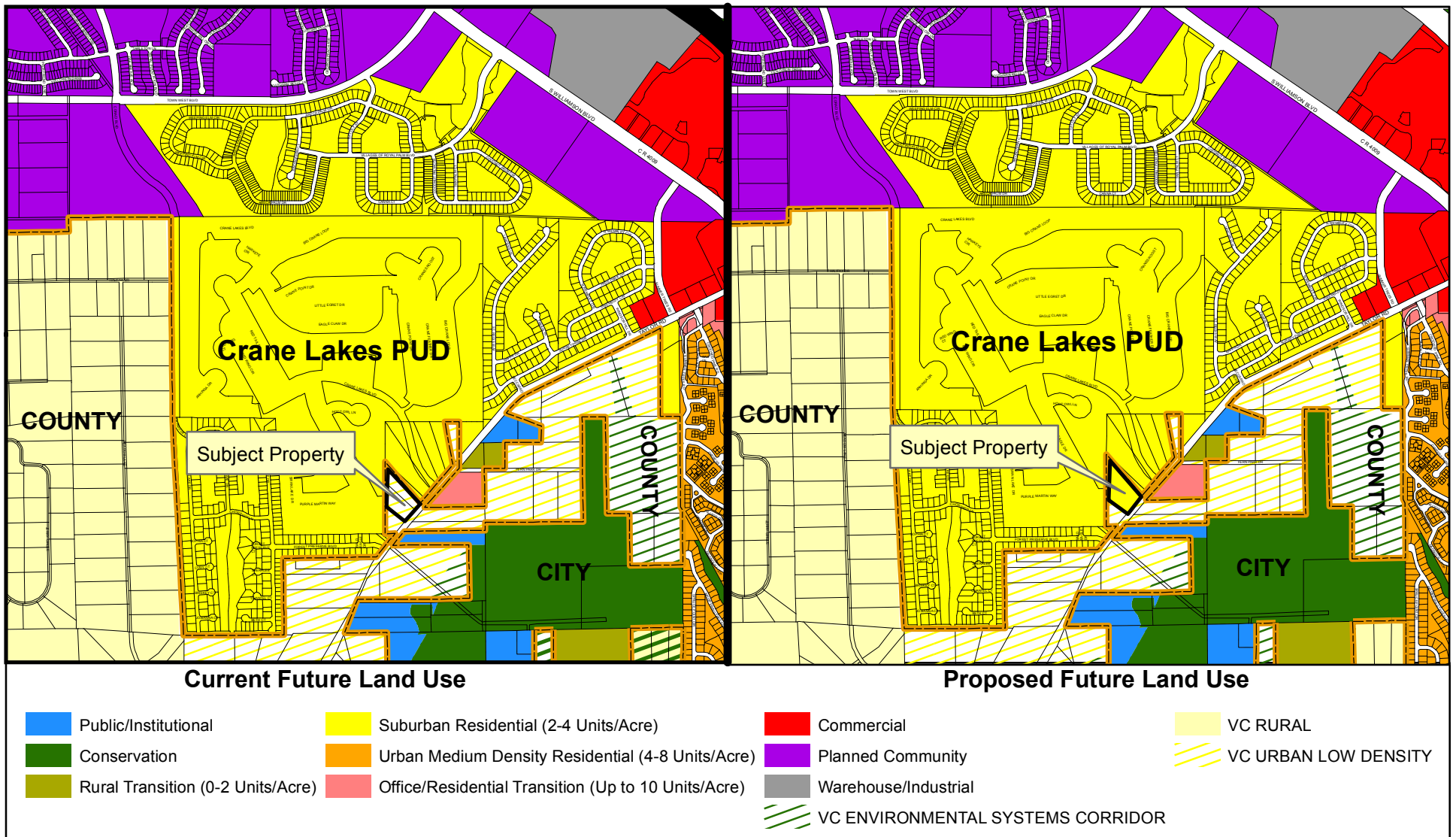


EXHIBIT A

CASE NO. 15-10000001, 15-20000001, and 15-40000002

DEPARTMENT OF COMMUNITY DEVELOPMENT



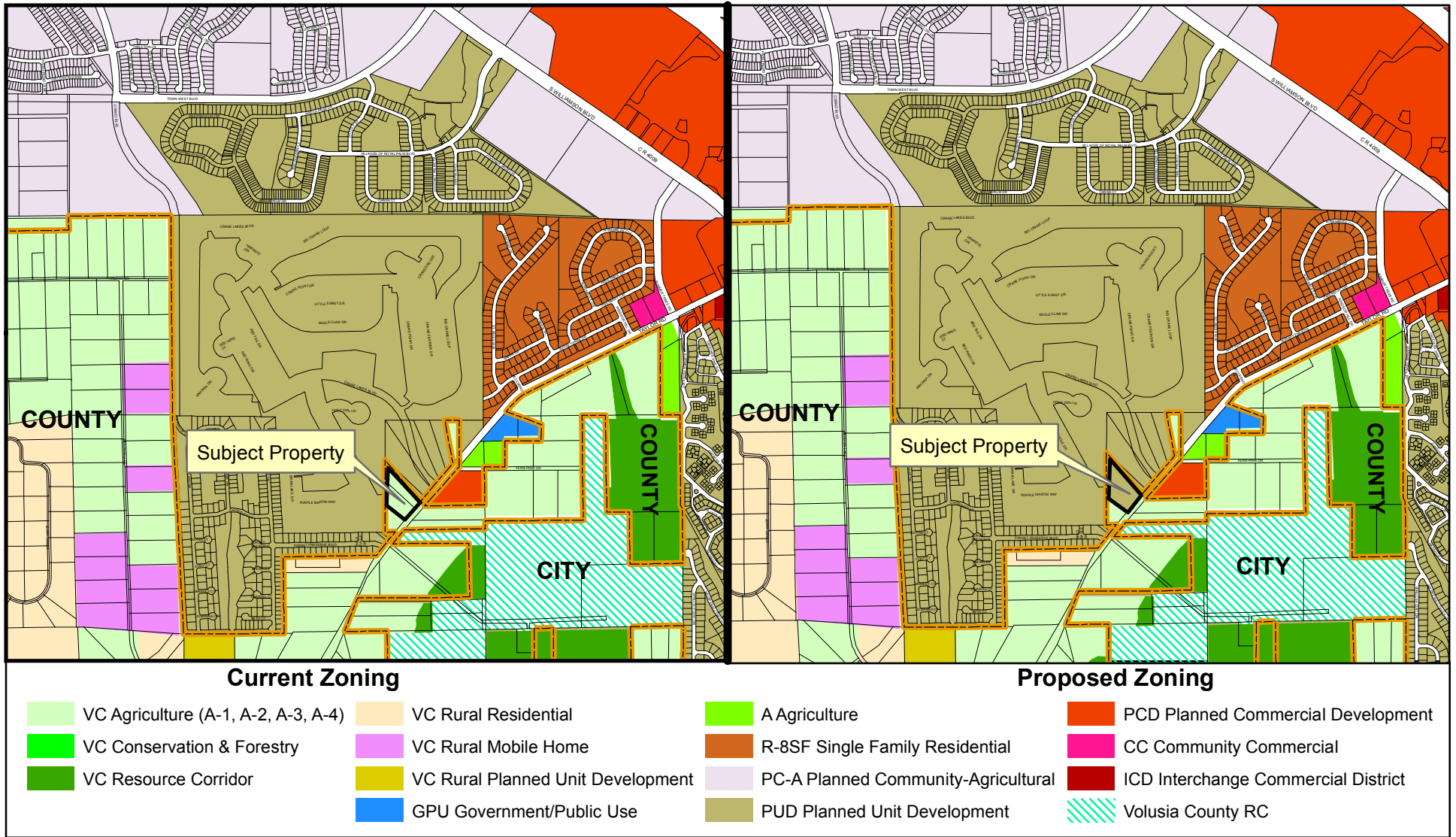


EXHIBIT B

CASE NO. 15-10000001, 15-20000001, and 15-40000002

DEPARTMENT OF COMMUNITY DEVELOPMENT





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/19/2016

Consent item: No

SUBJECT: First Reading - Ordinance No. 2016-1 - Rezoning, Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for Serenity Hills PUD; east side of Hensel Road, north of Hills Boulevard

DEPARTMENT: Community Development

GOAL: Quality of Life

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to continue to a future council meeting for consideration of Ordinance No. 2016-1 on first reading to rezone +/- 82.2 acres from Rural Residential (RR) and R-20 Single-Family Residential (R-20SF) to Planned Unit Development (PUD) and the Serenity Hills Master Development Agreement (MDA) and Conceptual Development Plan (CDP).

SUMMARY: The applicant has revised the submittal reviewed at the Planning Commission and is seeking the Planning Commission's reconsideration before this matter is considered by the City Council. An ordinance will not be attached to this agenda item until after the Planning Commission meeting.

Planning Commission Action (11/19/15): Recommended denial (4-3) to rezone +/- 82.2 acres from Rural Residential (RR) and R-20 Single-Family Residential (R-20SF) to Planned Unit Development (PUD) and the Master Development Agreement and Conceptual Development Plan including the requested deviation from the Land Development Code (LDC) regarding roadway connections to existing road stub-outs.

The applicant is requesting to rezone +/- 82.2 acres from Rural Residential (RR) and R-20 Single-Family Residential (R-20SF) to Planned Unit Development (PUD) and approve the Serenity Hills Master Development Agreement (MDA) and Conceptual Development Plan (CDP). The subject property is located on the east side of Hensel Road, north of Hills Boulevard (Rolling Hills Estates Subdivision). The staff report is attached for more information.

The subject property is designated Rural Transition (0-2 units/acre) and Suburban Residential (2-4 units/acre) on the City's Future Land Use Map. The majority of the 82.2-acre property has a Future Land Use (FLU) designation of Rural Transition (0-2 units/acre).

If approved, the resubmittal of the Serenity Hills MDA and CDP will provide the regulatory framework for the development of the subject property with single-family home lots ranging in size. According to the MDA, all streets within the proposed

subdivision will be private and the Homeowners Association (HOA) will be responsible for the maintenance.

According to the applicant, the development team met with some of the residents that spoke against the proposed development at the November 19th Planning Commission meeting. The residents that attended the meeting requested it be handled as mediation and both parties enter into a confidentiality agreement. Therefore, neither the development team nor the residents that attended the meeting can discuss the exact details discussed at the meeting.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Staff Report	Staff Report for Case no. 15-65000001.pdf

Schmotzer, Melanie	Created/Initiated - 01/07/2016
Burman, Tim	Approved - 01/07/2016
Roberts, Margaret	Approved - 01/13/2016
Johansson, M. Jake	Final Approval - 01/13/2016



STAFF REPORT

PUD Rezoning/Serenity Hills MDA and CDP

CASE NO. 15-65000001

REQUEST: Rezone 82.2 acres from Rural Residential (RR) and R-20 Single-Family Residential (R-20SF) to Planned Unit Development (PUD) and approval of the Serenity Hills Master Development Agreement (MDA) and Conceptual Development Plan (CDP)

LOCATION: East side of Hensel Road, south of Hensel Hill Drive East

OWNER: Coventry Partners, LLC

APPLICANTS: Frank Costa, Liberty Group Realty, Inc. & Clay Ervin, Zev Cohen and Associates, Inc.

STAFF RECOMMENDATION: PUD Rezoning – Approval
Serenity Hills MDA and CDP – Approval, subject to approval of the Policy Consideration for roadway connections

STAFF CONTACT: Tim Burman, Planning Manager (386) 506-5675

PLANNING COMMISSION DATE: November 19, 2015

The applicant proposes to rezone 82.2 acres (Exhibit A) from Rural Residential (RR) and R-20 single-family residential (R-20SF) to Planned Unit Development (PUD) and requests approval of the Serenity Hills Master Development Agreement (MDA) and Conceptual Development Plan (CDP). The subject property is located on the east side of Hensel Road, south of Hensel Hill Drive East (Figure 1 – Page 2). The property is currently undeveloped and surrounded by several existing residential subdivisions with various sized lots. The following table summarizes the land use and zoning of the adjacent properties and the future land use and zoning maps are attached (Exhibit B and C).

Table 1. Adjacent Future Land Use and Zoning

Direction	Future Lane Use	Zoning	Land Use	Minimum Lot Size
North	Rural Transition (0-2 units/acre)	Rural Residential	Hensel Hill	1-acre
	Suburban Residential (2-4 units/acre)	R-8SF Single-Family Residential	Southport	8,000 SF
	Public/Institutional	Government/Public Use	Spruce Creek Elementary	N/A
South	Rural Transition (0-2 units/acre)	Rural Residential	Rolling Hills	1-acre
	Suburban Residential (2-4 units/acre)	R-20SF Single-Family Residential	Broken Bow	20,000 SF
East	Suburban Residential (2-4 units/acre)	R-8SF Single-Family Residential	Bent Oak	8,000 SF
West	N/A	N/A	80' Hensel Road ROW	N/A
	Rural Transition (0-2 units/acre)	Rural Residential	Unplatted Lots	1-acre



Figure 1. Location of the Proposed Serenity Hills PUD Area

The MDA for the PUD designation constitutes a zoning document for the property, establishing permitted uses and certain development requirements. It does not grant approval of any specific development itself, but rather establishes parameters for how the property can be developed. Some flexibility from the standard code requirements is offered with the goal of creating a better quality project.

The proposed MDA provides the dimensional requirements for the proposed single-family lots. Building setbacks are based on the surrounding zoning districts including Rural Residential (RR), R-20 single-family residential (R-20SF), and R-8SF single-family residential (R-8SF). According to the Land Development Code (LDC), the building setback for the PUD shall not be less than the building setback requirements of the abutting zoning district. The rear building setback proposed by the applicant is equal to or greater than the adjacent zoning districts.

Zoning District	Minimum Living Area/D.U. (sq. ft.)	Minimum Lot Area (sq. ft.)	Minimum Lot Width (ft.)	Maximum Building Coverage	Minimum Open Space	Front Bldg. Setback (ft.)	Side Bldg. Setback (ft.)	Rear Bldg. Setback (ft.)	Maximum Height (ft.)
<i>Proposed Serenity Hills PUD</i>	<i>2,000</i>	<i>12,750</i>	<i>85</i>	<i>40%</i>	<i>40%</i>	<i>30</i>	<i>10</i>	<i>50*</i> <i>25**</i>	<i>35</i>
RR	1,400	43,560	100	20%	70%	40	15	30	35
R-20SF	1,400	20,000	100	30%	60%	30	10	25	35
R-8SF	1,100	8,000.	80	35%	40%	30	7.5	25	35

* Setback for primary and accessory structures located along the north, south, and west boundary line (Lots 1-18, 78-82, and 106-108 on the Conceptual Development Plan).

** Setback for primary structures on Lots 19-77 and 83-105 on the Conceptual Development Plan.

According to the applicant, the lot configuration of the proposed subdivision was designed to have the one-acre lots (**yellow**) in Serenity Hills abutting to existing one-acre lots in Rolling Hills and Hensel Hill and along Hensel Road and ½ acre lots (**pink**) in Serenity Hills abutting to existing ½ acre lots in Broken Bow. The remaining lots abutting Bent Oaks, Westport, and Sweetwater Elementary will be a minimum of 12,750 square feet (**orange**). If the PUD is approved, it would provide a mixture of various lot sizes and housing types typically not provided in other PUDs.

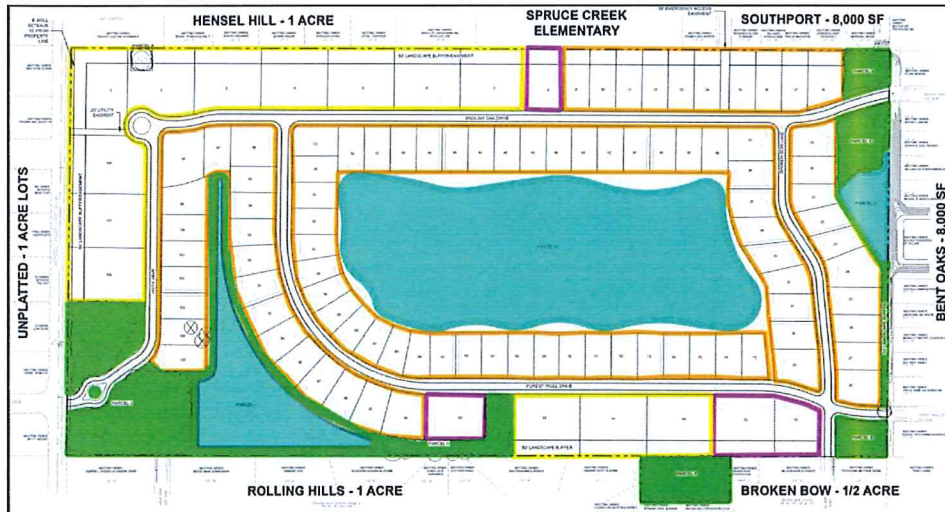


Figure 2. Proposed Lot Size

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

The subject property is designated *Rural Transition* (0-2 units/acre) and *Suburban Residential* (2-4 units/acre) on the City's Future Land Use Map (Exhibit B). As shown on Exhibit B, the majority of the 82.2-acre property has a Future Land Use (FLU) designation of *Rural Transition* (0-2 units/acre). The density for the proposed development is 1.31 residential units per acre.

Specifically, the Comprehensive Plan states that the *Rural Transition* category includes rural-scale or large-lot (usually 1 to 2 acres) residential development situated between Agricultural lands and areas of higher density/intensity. The residential development is limited to no more than two units per acre. Where urban services (water, sewer, garbage, etc.) are available, smaller lots of 5,000 square feet and greater are allowed, as long as sufficient open space and natural areas are preserved so as not to exceed the maximum allowable density.

There are at least six subdivisions within the City that have the *Rural Transition* (FLU) designation and are zoned PUD with minimum lot sizes between 5,000 square-feet and 13,500 square-feet.

PUD ZONING	MINIMUM LOT SIZE
Waters Edge	7,500
Cypress Head	10,350
The Pinnacle	5,000
Sawgrass Point	9,600
Golden Pond Estates	13,500
River Oaks	13,500

DEVELOPMENT PROPOSAL:

If approved, the Serenity Hills MDA and CDP will provide the regulatory framework for the development of the subject property with a maximum of 108 single-family home lots at a density of 1.31 units per acre. According to the MDA, all streets within the proposed subdivision will be private and the Homeowners Association (HOA) will be responsible for the maintenance. The following discussion will focus on aspects of the proposed MDA and CDP (Exhibit D) such as general site layout, access, setbacks, lot dimensions, buffers/landscape easements, and traffic and other infrastructure capacity.

The proposed PUD is consistent with the general intent of Comprehensive Plan and the LDC. The applicant has stated that the proposed zoning document (MDA and CDP) provides a diversity of lot sizes, 50' rear yard landscape buffers in areas next to adjacent large lots, and a large entry feature as unique design elements and is also consistent with previously approved PUDs.

Project Access:

The proposed subdivision will be accessed from Hensel Road and will be gated. In addition, there are three roadway connections to existing "stubbed out" roads at Broken Bow Lane, Forest Troll Drive, and English Oaks Drive but will not be open to through traffic. Pedestrian connections will be accessible, but the roadway connection will be built with a gate for residents of Serenity Hills use only and emergency access. The proposed gates at Broken Bow Lane, Forest Troll Drive, and English Oaks Drive are a policy issue that is discussed in more detail in the Policy Issue section of this report.

Subdivision:

The 82.2-acre site is proposed to be subdivided into 108 single-family lots and parcels for stormwater improvements, open space and common open space, preservation areas, and private rights-of-way to support the subdivision.

Landscaping/Screening:

The proposed development will comply with the landscape and screening requirements of the City's LDC such as right-of-way and perimeter buffers, tree preservation, and 6-foot tall wall adjacent to Hensel Road. A formal review of the landscaping and design of the screen wall will occur with the review of the subdivision plat and plans to verify compliance with the MDA and the Land Development Code.

A minimum fifty (50) foot wide buffer will be provided along the north, south and west perimeter of the PUD to provide a transition between Serenity Hills and the adjacent existing residential developments (Rolling Hills, Hensel Hill, and Broken Bow) A minimum twenty (20) foot wide buffer will be provided along the east perimeter of the PUD to provide a transition between Serenity Hills and the Bent Oak subdivision. According to the MDA, no primary or accessory structures will be allowed within the 20' or 50' perimeter buffer, except for fencing installed along the individual property lines. Both of these buffers exceed the minimum 10-foot wide perimeter buffer required by the Land Development Code (LDC) between adjacent residential developments of similar densities.

The proposed MDA requires any proposed development to comply with the existing City regulations pertaining to protected wildlife species and tree preservation.

Water, Sewer, and Reclaimed Water:

The proposed development will comply with the requirements of the City's LDC for improvements related to water, sewer, and reclaimed water service.

Stormwater:

The stormwater drainage infrastructure for this project will be in the form of a retention pond. The stormwater drainage design will be reviewed with the submittal of the subdivision plans. Per the City's Land Development Code (LDC), the applicant will be required to construct on-site stormwater facilities, designed to accommodate and treat the 25-year, 24-hour storm event, without causing flooding to adjacent properties or polluting the receiving water bodies.

The drainage area shown on the CDP will provide stormwater drainage for the entire 82.2-acre property and will also be required to meet the stormwater requirements of the St. Johns River Water Management District. If the PUD zoning amendment is approved, formal engineered drainage plans are required to be submitted as part of subdivision plat and plans application.

Open Space:

For a PUD, the LDC requires a minimum sixty percent (60%) of the overall PUD must be open space, at least twenty percent (20%) of which must be common open space. According to the LDC and past approved PUDs, open space includes, but is not limited to, tree and environmental preservation areas, water bodies, community gardens and common area parcels and portions of the rights-of-way that are pervious, and are not developed with impervious surface unless part of common open space. Common open space may include impervious areas developed with recreational facilities, clubhouses, docks, walkways, community gardens, preservation of natural resources and natural features, and related parking and support features.

The applicant states that the proposed CDP design contains sufficient, well placed open space that offers significant open space and conservation areas to prevent an unattractive, overbuilt environment. The CDP includes conservation land, recreation areas, a 50-foot buffer along the north, south boundary line where only a 10-foot buffer is required by the LDC, and a 25-foot buffer along the east boundary line. The Applicant states that all of these elements together with the required minimum private open space on individual lots will achieve over 60% of the PUD being open space in some form.

Traffic:

The proposed subdivision will be required to comply with the City's Concurrency Management requirements in the LDC. If the PUD zoning amendment is approved, a traffic study is required at the time the subdivision plat and plans are reviewed to identify any improvements that might be needed. Similar to other developments within the City, the developer may be required to enter into a Fair-Share and Concurrency Agreement with the City to pay for part of the scheduled improvements for any impacted areas.

According to the Institute of Transportation Engineers (ITE) Trip Generation Manual, 9th edition a 108 lot single-family residential subdivision could generate an additional 1,028 daily trips (514 entering and 514 exiting). According to the latest traffic counts for

Hensel Road, Taylor Road, and Central Park Boulevard; there is sufficient capacity for traffic estimated to be generated by future development of this property (Table 1).

Table 1. Roadway Capacity

Roadway Segment	Maximum Capacity Vehicles per day	Current Vehicles per day	Remaining Capacity Vehicles per day	V/C Ratio****
Hensel Rd. from Taylor Rd. to Central Park Blvd	12,744	7,132*	+5,612	0.56
Taylor Rd. from Hensel Rd. to Spruce Creek Rd.	37,970	14,610**	+23,360	0.38
Taylor Rd. from Hensel Rd. to Clyde Morris Blvd.	37,970	18,470**	+19,500	0.49
Central Park Blvd. from Hensel Rd. to Spruce Creek Rd.	12,744	2,543***	+10,201	0.20

*Source: City of Port Orange Public Works, August 19 – 21, 2015

**Source: Volusia County Traffic Engineering, 2014

***Source: City of Port Orange Public Works, April, 2015

**** Volume/Capacity (V/C) Ratio – Volume-Demand-to-Capacity Ratio compares roadway demand (vehicle volumes) with roadway supply (carrying capacity). A V/C ratio of 1.00 indicates the roadway is operating at its capacity.

Schools:

If the PUD is approved, the applicant will be required to submit a School Concurrency Application to the Volusia County School District and the school district will determine if the adopted level of service will be met and capacity exists in the schools for the estimated students to be generated by the proposed development.

POLICY ISSUE:

PUD zoning allows the applicant to request flexibility from standard code requirements. In order to be eligible for this flexibility, the applicant must provide innovated site design. The Planning Commission and City Council will need to consider the following deviation from the LDC requested by the applicant:

Roadway Connections to Existing Road Stub-outs: The LDC requires that existing streets ending at a subdivision boundary be continued into the adjacent subdivision [LDC, Ch. 5, Sec. 4(a)(1)(a) and (b) and Sec. 6(c)(3)]. There are five existing street stub-outs that the LDC requires to be connected to the proposed development. The applicant is requesting to install a gate at the roadway connection to Broken Bow Lane (Broken Bow Estates subdivision), Forest Troll Drive and English Oak Drive (Bent Oaks subdivision), a 30' emergency access easement with an emergency gate at the connection to Westport Drive (Southport subdivision), and no roadway or easement connection to Rocko Lane (Rolling Hills subdivision). According to the applicant, this provides limits cut through traffic through Serenity Hills.

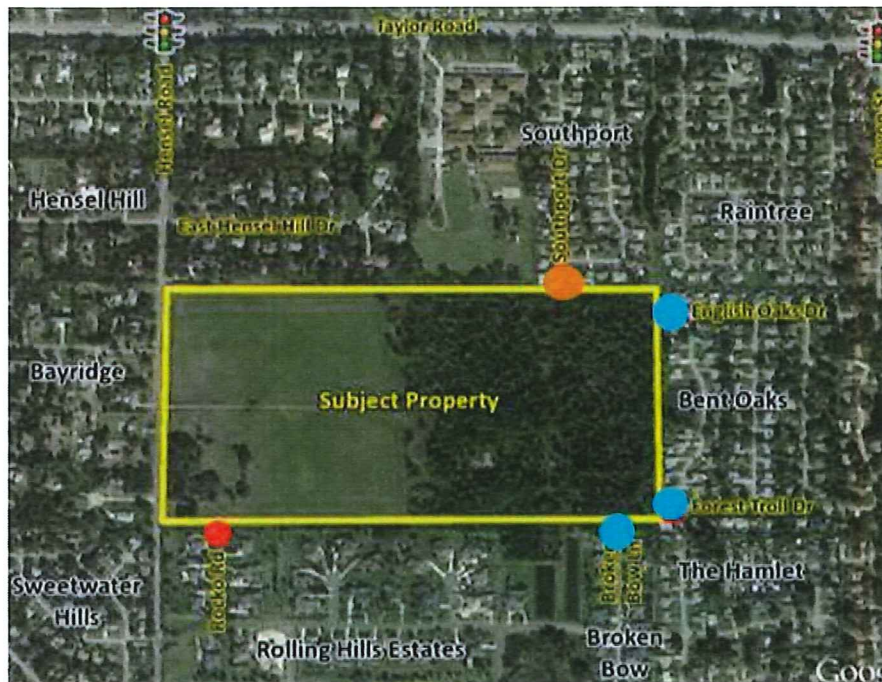


Figure 3. Proposed gated, emergency, and no access points

APPLICANT'S GATED ACCESS PROPOSAL

Broken Bow Lane, Forest Troll Drive and English Oak Drive: According to the applicant, the gates at Broken Bow Lane, Forest Troll Drive and English Oak Drive could either be emergency access only gate or gated for use by Serenity Hill residents. Because connections to existing "stubbed out" roads is a requirement of the Land Development Code, the applicant has included it within the MDA, just as Broken Bow Estates and Bent Oaks were required to provide a stub-out to obtain approval of their neighborhood's design. The MDA proposes the vehicular access on Broken Bow Lane, Forest Troll Drive and English Oak Drive be gated to prevent vehicles from the adjacent subdivision using the private roads within the proposed subdivision. Vehicles from Serenity Hills would be able to exit and enter the subdivision through the adjacent subdivisions.

There are also at least six existing subdivisions within the City that have gated entries that limit access to residents only. The use of an emergency access only gate has previously been approved and installed in the Pinnacle and Oakbrook subdivisions.

APPLICANT'S EMERGENCY ACCESS PROPOSAL

Westport Drive: The applicant is requesting to not extend the existing street Westport Drive stub-out into the proposed subdivision, because it would have the potential of adding to the number of vehicles entering/exiting at the intersection of Taylor Road and Southport Drive. The Police Department has expressed concerns with this roadway connection because it could increase the number of vehicles making the left turn movement onto Taylor Road during the school hours for Spruce Creek Elementary.

APPLICANT'S NO ACCESS PROPOSAL:

Rocko Road: The applicant is requesting to not extend the existing Rocko Road street stub-out into the proposed subdivision because it would require the removal of specimen trees that the applicant would like to save.

RECOMMENDATION:

Staff recommends approval of the Rezoning to Planned Unit Development (PUD), the Master Development Agreement and Conceptual Development Plan for the Serenity Hills PUD subject to the following:

1. Policy direction on the roadway connections to existing road stub-outs;
2. Minor corrections to the MDA and CDP being addressed prior to this item being considered by City Council; and
3. Review and approval by the City Attorney's Office for legal form and content.

ATTACHMENTS:

1. Exhibit A – Letter of Request from the Applicant
2. Exhibit B – Current Future Land Use Map
3. Exhibit C – Current and Proposed Zoning Map
4. Exhibit D - Serenity Hills Master Development Agreement and Conceptual Development Plan



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VIA HAND DELIVERY

October 16, 2015

Mr. Tim Burman, Planning Manager
Community Development Department
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

RE: Serenity Hills Planned Unit
Development
ZC 15082

Dear Mr. Burman:

Zev Cohen and Associates, Inc., (ZCA) is pleased to represent Coventry Partners, LLC, in the processing of their request to rezone 82.2 acres of land from the current designation of RR (Rural Residential) and R-20 SF (Single-Family Residential) to Planned Unit Development (PUD). The subject property is located at 5931 Hensel Road, and is situated between the Rolling Hills Estates and Hensel Hills subdivisions. It is also important to note that the property is located east of existing subdivisions that have a zoning of R8-SF (Residential Single-Family). The proposed PUD provides a land use pattern that is consistent in the goal of providing for a transition between rural areas and more intensely developed residential projects. Currently, the property is vacant property, but was previously used for a single-family home and horse facilities (stables and pasture). The home was demolished after a fire rendered it uninhabitable.

The proposed PUD Master Development Agreement (MDA) and Conceptual Development Plan (CDP) comply with the requirements established in the City of Port Orange Land Development Code (LDC). Our client stressed the need to establish a residential development that was compatible with the rural areas to the north and south, and provided for a transition from the higher density developments to the east. The following is a listing of the items that ensure that the proposed development is consistent and compatible with the adjoining properties:

1. Development capped at 108 lots (222 units allowed based on Future Land Use Map designation);
2. Overall density of 1.31 dwelling units per acre;
3. Minimum lot size of 12,750 square feet;
4. Mandates larger lot (acre and ½ acre) where the PUD abuts developed property with RR zoning;
5. Perimeter buffers that exceeds the minimum (10' required; 50' along north, west and east boundaries; 20' along west boundaries);
6. Exceed minimum open space requirements for PUDs;

7. Established open space in critical locations to ensure compatibility with surrounding rural residential areas.

The following summarizes how the proposed Serenity Hills PUD complies with the requirements established in Chapter 17, Section 17, Subsection (a) of the LDC:

1. *Provide a variety of housing types with a broad range of housing costs allowing for the integration of differing age groups and socioeconomic classes;*

The Serenity Hill PUD establishes minimum lot areas and setbacks that will accommodate housing that is compatible with the large lot rural setting, as well as the more intensely developed areas to the east of the project. This provides an opportunity for housing type that would not necessarily be constructed in areas such as Rolling Hills Estates or Bent Oaks subdivisions. The development of the project is not tied to any age restriction.

2. *Promote innovative site and building design, including traditional neighborhood developments;*

The application of the current zoning will result in an incompatible mixture of lot sizes. This mixture of different lot sizes results in a development that does not address the need to transition between the surrounding rural areas and the higher density R-8SF subdivisions to the east. The application of the dimensional requirements and standards proposed in the Serenity Hills PUD will provide lot sizes that would otherwise not be permitted under the current zoning classifications.

3. *Provide efficient location and utilization of infrastructure through orderly and economical development, including a fully integrated network of streets and pedestrian/bicycle facilities;*

Serenity Hills is an in-fill project and will easily connect to the existing infrastructure network.

4. *Establish open areas set aside for the preservation of natural resources, significant natural features and vistas, and listed species habitats;*

There are large areas set aside for preservation of existing vegetation to ensure buffering and protection of views from Hensel Road and surrounding properties.

5. *Create usable and suitably located civic spaces, recreational facilities, open spaces and scenic areas;*

The project is suited for large lot single-family development and provides tree preservation areas and common open space that can be utilized for a variety of recreational and scenic areas.

6. *Provide for a coherent and visually attractive physical environment through the creation of focal points and vistas, as well as coordination and consistency of architectural styles, landscaping designs and other elements of the built environment;*

The Conceptual Development Plan and Master Development Agreement both include provisions for preservation of perimeter vegetation, enhancement of perimeter buffers and critical location of open space to ensure those outside the development will have attractive physical environment. Internally, there are opportunities for common open space and requirements for a homeowners association that will ensure residents have an attractive, cohesive and protected residential development.

7. *Provide for other limitations, restrictions and requirements as deemed necessary by the city to ensure compatibility with adjacent neighborhoods and effectively reduce potential adverse impacts.*

The overall development program identified in both the Conceptual Development Plan and Master Development Agreement requires that there are standards in place regarding lot size, buffering and land preservation to ensure compatibility with adjoining developments. In addition to the regulatory requirements established in the PUD documents, there is a requirement for a homeowners association that will ensure "self-policing" of the critical elements needed for compatibility.

We look forward to working with the City of Port Orange Community Development staff in creating a PUD that is consistent with the City's Comprehensive Plan and provides for a successful residential development.

Should you have any questions or require any additional information, please contact our office.

Sincerely,
ZEV COHEN & ASSOCIATES, INC.



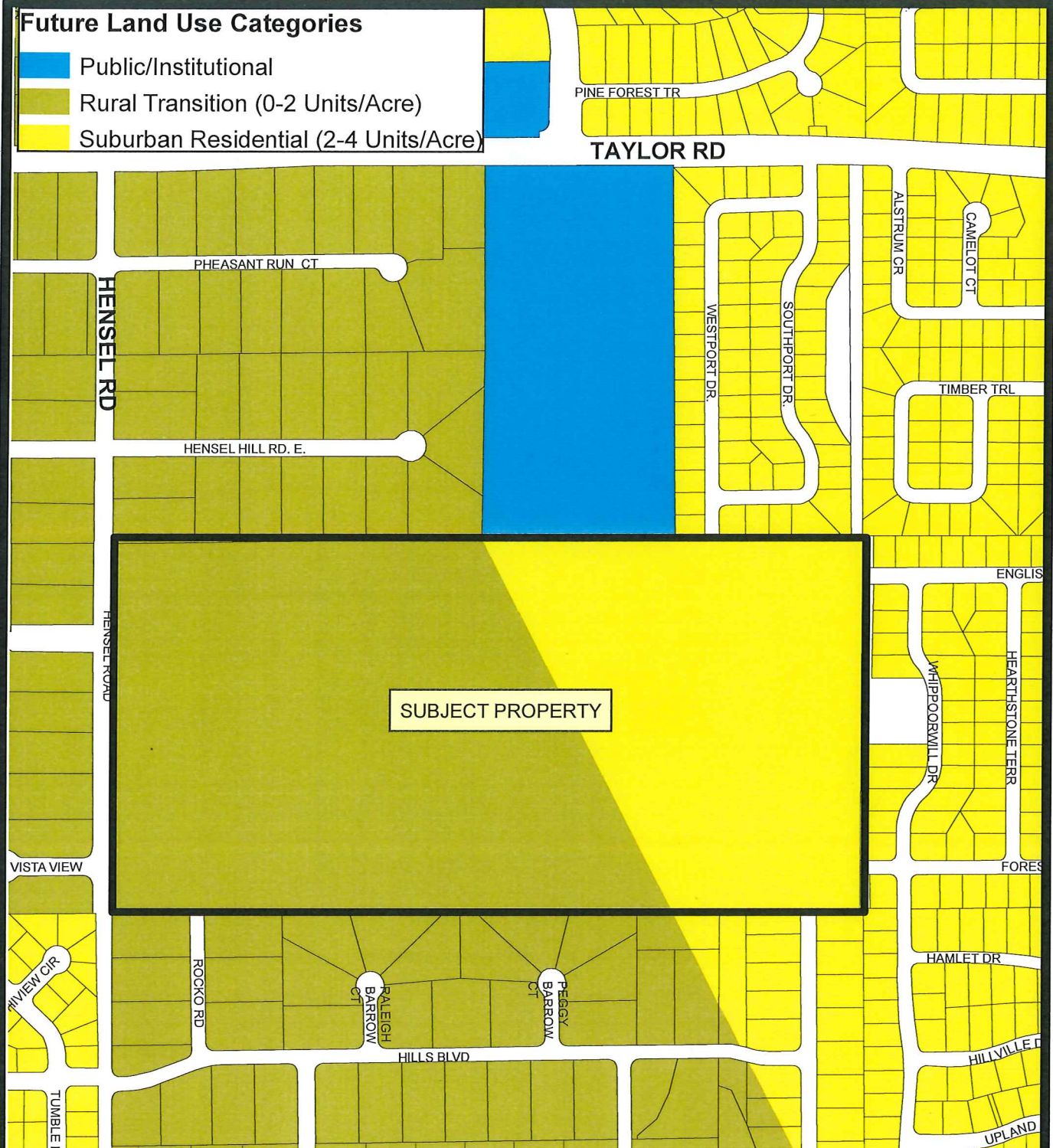
Clay Ervin
Senior Planner/Project Manager

15082001
ECE/cd

cc: Bobby Ball, P.E.
Paul Momberger, RLA
Frank Costa, Liberty Group Realty
FILE

Future Land Use Categories

- Public/Institutional
- Rural Transition (0-2 Units/Acre)
- Suburban Residential (2-4 Units/Acre)

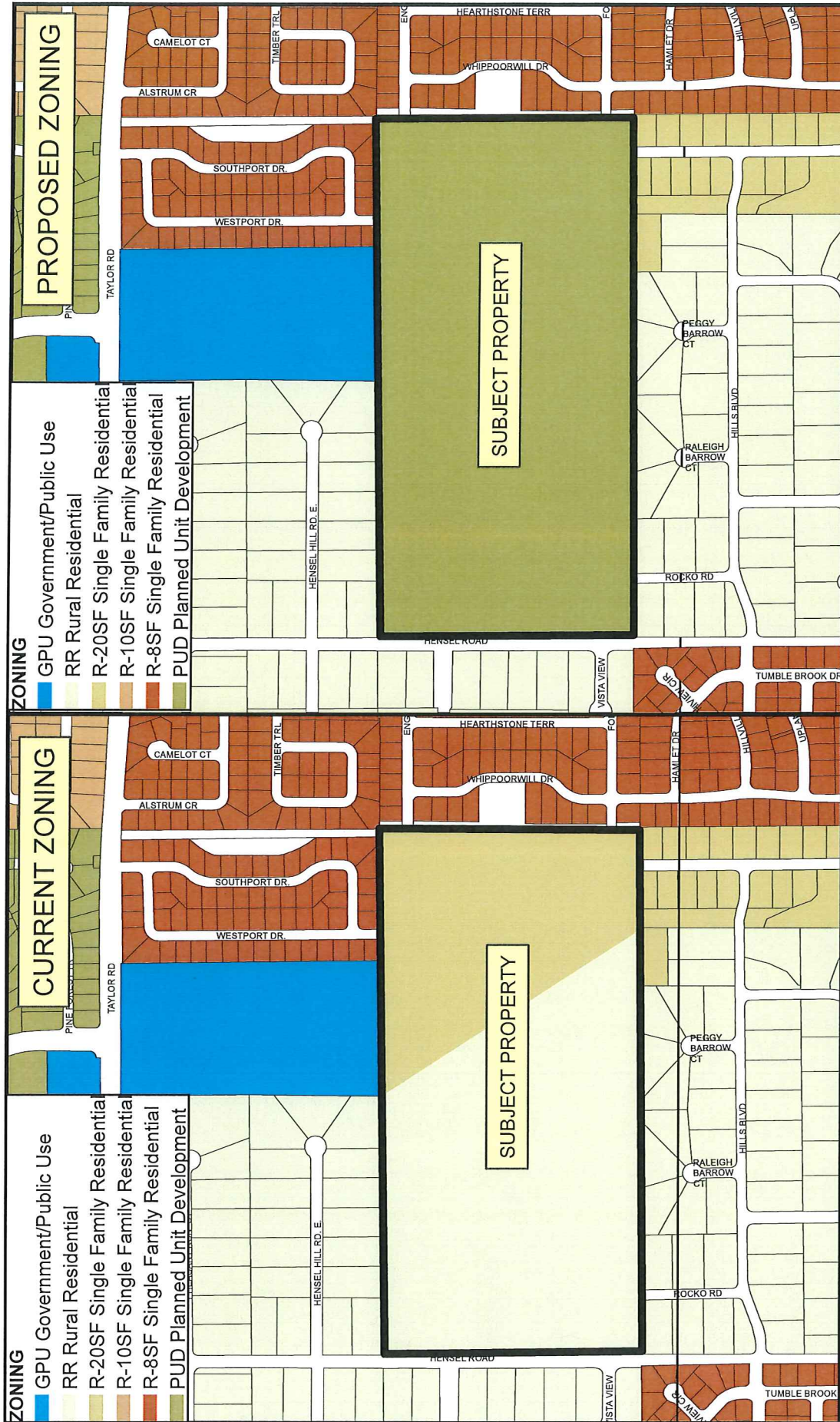


Case No. 15-65000001

FUTURE LAND USE MAP CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

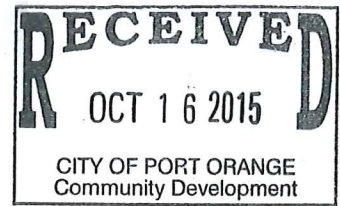




REZONING MAP - SERENITY HILLS PUD Case No. 15-65000001

DEPARTMENT OF COMMUNITY DEVELOPMENT





SERENITY HILLS PLANNED UNIT DEVELOPMENT

A RESIDENTIAL PUD

MASTER DEVELOPMENT AGREEMENT

REVISED

The City of Port Orange, a Florida municipal corporation (the "City"), and Coventry Partners, LLC, a Florida Corporation (the "Developer"), hereby covenant and agree, and bind their successors and assigns as follows

1. OWNERSHIP OF THE PROPERTY

This Planned Unit Development, commonly known as "SERENITY HILLS", involves approximately 82+/- acres of land which is legally described on Exhibit "A" attached hereto, and shall henceforth be referred to as the "Property". The Property is under unified ownership, and is under contract with the Developer, signatory to this Agreement. A letter of authorization is attached to the Developer's application materials. This Agreement between the City and Developer shall revoke any and all prior development agreements applicable to the Property.

2. DEVELOPMENT CONCEPT

The Serenity Hills PUD provides for a detached, single-family residential development that protects the rural character of the Hensel Road area. The project provides for large lots, buffers and tree preservation areas to ensure that the project is compatible with the surrounding, existing neighborhoods.

3. DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN

Development of the Property shall be controlled by the terms and provisions of this Master Development Agreement (the "Agreement") and the Conceptual Development Plan, attached hereto as Exhibit "B", for the Property which generally depicts the planned layout of streets, lots, common areas and other planned features or improvements to the Property and demonstrates the lot coverage requirements available to lot owners within the PUD. Collectively,

this Master Development Agreement and the Conceptual Development Plan for the Property may be referred to as the "Plan". In the event of a conflict between the terms and provisions of the Master Development Agreement and the graphic illustrations of the Conceptual Development Plan, the Master Development Agreement shall control. If the Master Development Agreement is silent regarding a particular subject or requirement, such silence shall not be construed as a conflict with the Conceptual Development Plan. Unless otherwise specifically described within the master development agreement, final development, and development permits for uses/structures within the PUD shall comply with regulations, ordinances, and resolutions in effect at the time of plan approval or permit application. The parties acknowledge that compliance with the City's Land Development Code (LDC) may necessitate modification of the Conceptual Development Plan. In the event modification to comply with the LDC is required, and the modifications to the Conceptual Development Plan are not in conflict with the textual provisions of this Agreement and any City ordinances not superseded by this Agreement, the modifications shall be deemed "minor" and may be approved without formal amendment of this Agreement. Minor modifications shall require the City Administrative Official's written approval. If the Developer is not satisfied with the suggested resolution of any problem or the decision by the City Administrative Official categorizing the modification as minor or major, the Developer may appeal the decision to the Planning Commission. Appeals from the Planning Commission may be made to the City Council.

The developer shall provide a written notice in the covenants and restrictions and in each contract for sale and purchase of lots in the Serenity Hills PUD stating as follows: "Accessory structures, except for fences, shall not be permitted to be located in the required setbacks established in Section 4H of the MDA. Fences shall comply with the standards established by

the LDC. Buildings on the lots shall not be permitted to exceed the total building lot coverage requirements established in Section 4I of the Master Development Agreement.”

4. USAGE OF THE PROPERTY

A. Permitted Uses

The property shall be used for residential purposes and developed as a residential community with open space and other buffers as specified herein. The project shall be developed for a maximum of 108 single-family, detached dwelling units for a maximum density of 1.31 dwelling units per acre. When considered in light of other housing and community choices in the vicinity (e.g. Rolling Hills Estates, Hensel Hills Estates, Pheasant Run, Vista View, etc.) the Serenity Hills PUD will provide for a compatible residential development that is consistent with surrounding land use pattern and will protect the low-density character of the existing residential subdivisions immediately adjacent to the Serenity Hills PUD by only permitting single-family detached dwellings.

B. Temporary Use

Developer, at its option and, subject to compliance with the provisions of LDC Chapter 5, Section 10, as applicable, may locate a marketing/sales/mortgage company office in any phase or phases of the Development. At Developer's option and, subject to compliance with the terms of this paragraph, the marketing/sales/mortgage company office may be moved from one phase to another phase. The developer shall not operate at any one time more marketing, sales, or mortgage company offices in model homes than permitted by the LDC throughout all phases and the duration of this Agreement. The marketing/sales/mortgage company office shall be for the purpose of selling and reselling residential units within the Serenity Hills PUD. Developer may at its option, and subject to the terms of this paragraph, use one or more model homes as the marketing/sales/mortgage company office and Developer may split the sales, marketing and

mortgage functions into different housing units. Parking for the temporary activities allowed by this paragraph shall be either on the street or in the driveways of the residential units.

C. Minimum Lot Area

Lot dimensions and configurations within the PUD are generally depicted on the Conceptual Development Plan. The lot sizes and configurations may vary from those depicted generally on the Conceptual Development Plan, so long as all lots maintain a minimum lot area of 12,750 square feet.

D. Number of Units/Density

The total number of residential units in the development shall not exceed one hundred and twelve (108) dwelling units or a gross project density of 1.31 dwelling units per acre.

E. Open Space

The Serenity Hill PUD complies with the LDC requirement of minimum sixty (60%) percent of the total project area as open space and twenty (20%) percent of the total project area in common open space. The Serenity Hills PUD was designed to be compatible with the surrounding rural areas. This results in large lot areas with an emphasis on private use of open space and significant buffers to the surrounding properties. The standard lot has been designed to accommodate a home with typical accessory structures, such as pools/decks, etc., so that active, common recreational area is not required. The overall size of the lots and the low-density design of the project reflect open space that is better accommodated within the individual lots, perimeter buffers, and tree preservation areas. Given the design goals of compatibility and consistency with the rural residential areas adjacent to the project, open space shall consist of:

- i. Perimeter buffers: 50 feet along the north, west and south property boundaries and 20 feet along the east property boundary;
- ii. Stormwater retention and detention areas;

- iii. Pervious areas and sidewalks/trails within public rights-of-way within Serenity Hills;
- iv. Tree preservation and other common area tracts; and,
- v. Front, rear, side and corner-side yard setbacks of the individual lots.

F. Maximum Building Height

The maximum building height shall not exceed 35 feet.

G. Minimum Building Setbacks (principal structure)

1. Single Family Detached

- a. Front 30 feet
- b. Rear 25 feet
- c. Side 10 feet
- d. Corner Side 20 feet

H. Special Setback and Mechanical Equipment Services

The following special setbacks shall be in conformance with the setbacks provided in Chapter 16 of the LDC.

I. Minimum Lot Dimensions

- 1. Interior Lot Width: 85'
- 2. Corner Lot Width: 100'
- 3. Lot Depth: 150'
- 4. Minimum Interior Lot Area: 12,750 sq. ft.
- 5. Lots 1 through 7, 80 through 83 and 106 through 108 as shown on the CDP shall be a minimum of one acre in size.
- 6. Lot 79-82 shall be a minimum of 30,000 square feet.

7. Minimum Floor Area 2,000 sq. ft.
8. Maximum Building Coverage: 40%
9. Maximum Impervious Coverage: 60%
10. Minimum Open Space 40%
11. Lot width shall be measured at the front building setback line.
12. Flag lots shall not be permitted.

5. PHASING

Development of the Property may occur in phases or sub-phases. Each phase or sub-phase of the Property may be individually platted or, at the Developer's option, two (2) or more phases may be platted simultaneously. Each phase or sub-phase shall conform to the City standards of functionally "standing alone" in regard to provisions of access to infrastructure including, but not limited to, roads, potable water, sewer, reclaimed water and other required infrastructure. In the event only one (1) phase or sub-phase at a time is platted, the plat for a particular phase or sub-phase shall make provisions for allowing connection of the remaining phases or sub-phases in the configuration required by the Conceptual Development Plan, and contain such reservations, easements and utility extensions necessary to facilitate the development of subsequent phases in accordance herewith. The area included in a particular phase may be modified subsequent to this Agreement or divided into sub-phases provided the phase or sub-phase is able to functionally "stand alone" as required above. Such modification to the Conceptual Development Plan shall be allowed as a minor modification not requiring City Council approval provided the Developer can provide a reasonable and justifiable basis for the modified phasing or sub-phasing plan. If the Property is developed and platted in phases or sub-phases, the Developer may grade and clear the road rights of way, easements and stormwater improvements prior to platting of the lots within a future phase or sub-phase, so long as such

grading and clearing is done pursuant to a valid permit from the City and the St. Johns River Water Management District. The phasing of development shall not effect or change the provisions of Paragraph 16 herein regarding expiration. The concept of phasing or sub-phasing is for the purpose of allowing the Developer the flexibility to meet market conditions and the ability to conform to the requirements of this Agreement and the LDC.

6. SANITARY WASTE, STORMWATER, POTABLE WATER, AND RECLAIMED WATER

It is anticipated that the Developer will extend water, sewer and reclaimed water lines to serve the PUD Property and the development authorized herein. If the City desires to extend the water, sewer and reclaimed water lines prior to the Developer's need for installation of the Developer's lines, the Developer shall grant the necessary utility easements to the City and the City shall install and pay for such lines, at the City's sole cost, consistent with the Utility Plan, and all lines and other necessary infrastructure shall be sized adequately to serve both the adjoining property and the lots within the PUD. Stormwater shall be retained as generally depicted on the Conceptual Development Plan. A 20' wide common area/ingress/egress access (not easement) to Parcel G from City r/w for stormwater pond maintenance/repair will be provided. The Developer shall comply with the City's LDC and the rules and regulations of the St. Johns River Water Management District concerning stormwater drainage.

7. ROADS, SIDEWALKS AND CONNECTIVITY

Roads, drives and sidewalks within the Development shall be private and shall be constructed to City standards and maintained by the homeowners' association (HOA). Access to the site shall be provided through gated driveways at

Hensel Road, Broken Bow Lane, Forest Troll Drive and English Oak Drive In order to address life-safety issues and to assure access to emergency vehicles, thirty (30) feet wide

emergency access easements shall be provided to align with Westport Drive within the Serenity Hills PUD. The emergency access shall have stabilized sub-base and base consistent with the City of Port Orange standard construction detail R-1 for 50 to 60 feet wide rights-of-way. The emergency access easements shall not be paved, and shall be covered with St. Augustine grass or other plant material acceptable to both the City and the Developer. No fencing or other obstructions shall be allowed within the emergency access easements. A perimeter fence may be allowed if designed and constructed to meet the City of Port Orange requirements for an emergency unobstructed access gate (crash gate). Developer shall install either a minimum four (4') foot wide sidewalk/bikepath on both sides of the roadways within the development or an eight (8') foot wide sidewalk/bikepath on one side of the roadway. The roads, sidewalks, and other improvements located in the easements and drives shall be maintained by the HOA. All roads, bike paths and sidewalks will be built to City standards.

8. IMPACT FEE CREDIT

Nothing in this Agreement shall be construed as a waiver by the Developer of its right to pursue impact fee credits for any and all work performed by the Developer for which impact fee credits can be awarded.

9. MAINTENANCE OF COMMON OPEN SPACE AND COMMON FACILITIES

The Developer will form and incorporate a non-profit homeowners' association (the "HOA") which will operate, maintain and control, subject to other documents of record, the common areas, and common facilities, including but not limited to all roads, sidewalks, bike paths, common open space, all of the lakes and storm water drainage systems within the PUD and the entrance features and areas to the PUD. The general scope and format of the homeowners' association documents, and the covenants and restrictions, will be similar in concept to the documents of similar property owners' associations in Port Orange. The

covenants and restrictions governing the Property and association responsibilities shall be executed and recorded in the Public records of Volusia County, Florida. The HOA will have a board of directors to legislate and govern the rules and orders of the HOA. The HOA board will have the means and authority to carry out and regulate the by-laws and restrictions governing the maintenance, operation and repairs of all common areas and facilities. Not only will the board of directors be able to regulate and govern the common area; the board will also regulate each and every member requiring the maintenance and service of his own individual building site. The HOA rules may be enforced by fines and liens upon the individual building sites and any other remedy available at law. The HOA may charge and collect dues to maintain operate and service all common facilities on the Property. The HOA will have authority to place a lien against individual building sites in order to collect unpaid HOA dues. The owner of each lot within the Property will automatically become a member of the HOA by virtue of purchasing a building site subject to the rules, covenants, and restrictions of the HOA. The HOA will have the authority and means to hire, supervise, and regulate persons employed by them for the maintenance, repair and operation of common areas and facilities. If the association fails to perform the maintenance, repair or replacement, as necessary, of the stormwater drainage facility, the City shall have the right to enter upon the common area of the PUD and to provide the maintenance, repair, or replacement of the stormwater drainage facility and shall have the right to lien all owners of record in the PUD for the cost of such maintenance, repair, and replacement as the City may deem necessary. Developer reserves for itself, its successors and assigns, the right to maintain and operate separate facilities within the PUD which shall not be construed to be common facilities owned by the homeowners association. The facilities which may be separately maintained and operated by Developer include, but are not limited to, the clubhouse, marketing, sales office, and other facilities or services as may be created or offered by the Developer

consistent with the terms and provisions of this Agreement. If requested by the City and as otherwise needed for plat improvements, the Developer will provide easements and grants for the installation, maintenance and upkeep of the public utilities including water, sewer, and electricity. The Developer may from time to time add additional covenants and restrictions or make changes in the Association by-laws as may be required to guarantee that the project will be developed in accordance with the policies outlined in this Agreement.

10. PROJECT BUFFERS AND LANDSCAPING

In order to comply with the requirements of Chapter 13, Section 3 and 3.5 of the Port Orange LDC, a perimeter buffer shall be provided as shown on the Conceptual Development Plan and shall comply with the following standards and requirements. There shall be a buffer with a width of (50') feet adjacent to Hensel Road, the north and south boundaries of the Serenity Hills PUD. A perimeter landscape buffer with a width of twenty (20') feet shall be provided along the east boundary of the Serenity Hills PUD. Landscaping within the perimeter buffers shall meet or exceed the minimum requirements of the Port Orange LDC and shall have at a minimum four (4) shade trees, 4(4) understory trees and forty (40) shrubs per 100-linear feet of perimeter boundary. Existing vegetation in the perimeter buffer will remain undisturbed and shall count towards the landscaping requirements for the buffer. Existing vegetation that is determined by the City to be invasive exotics, diseased/dying and/or interfering with required extension of utilities may be removed, provided that any viable protected or specimen trees shall be mitigated in accordance with the City of Port Orange LDC, as amended. The landscape plans required for the final plat shall account for the removal and mitigation of trees within the perimeter buffers. No structures, primary or accessory, will be allowed within the 50' and 20' perimeter buffer, except for fencing installed along individual property lines. Individual property owners who install fencing within the perimeter buffers shall be responsible for the maintenance

of the fencing they install. Individual lot owners shall be responsible for the maintenance of all landscaping within the buffer that is located on their property. As part of the subdivision process, there shall be a landscape conservation and maintenance easement granted to the Serenity Hill HOA to ensure that the landscape buffers are properly preserved and maintained.

11. HENSEL ROAD WALL

A six (6) feet high concrete masonry wall, or similar material with stucco, decorative columns and banding shall be constructed a minimum of ten (10) feet from the right-of-way line for Hensel Road in order to buffer and screen the Serenity Hills PUD. The exact placement of the wall shall be coordinated with the landscape plans approved as part of the final plat. . The masonry wall along Hensel Road shall be required as part of the first phase of development of the Serenity Hills PUD. As part of the subdivision process, there shall be a maintenance easement granted to the Serenity Hill HOA to ensure that the wall is maintained.

12. ENVIRONMENTAL CONSIDERATIONS

Both during and after construction, the Developer will use reasonable efforts to preserve trees and natural vegetation within the Property and maximize protection of natural drainage pathways. The PUD shall comply with the tree preservation requirements of the City's LDC. The Developer shall comply with all rules, statutes, laws and regulations pertaining to protected wildlife species, including but not limited to the rules and permitting requirements of the Florida Game and Freshwater Fish Commission concerning gopher tortoises. Compliance with the City Environmental Preservation Code may necessitate modification of the Conceptual Development Plan.

13. EXPIRATION

The duration of this Agreement shall not exceed ten (10) years from the date of its execution. This Agreement may be extended for an additional five- (5-) year term by mutual

consent of the Developer and the City subject to a public hearing. Development of the Serenity Hills PUD shall commence within two (2) years from the date of execution of this Agreement. Failure to comply with the schedule set out above shall cause this Agreement to lapse unless the schedule is modified by mutual agreement of the Developer and the City. Development shall be as defined by the LDC.

14. EFFECTIVE DATE

This agreement shall become effective upon recording in the public records of Volusia County, Florida.

15. AMENDMENTS

Amendments to this Agreement shall not be effective unless in writing and signed by the respective parties to this master development agreement. The owners of all property to which an amendment applies shall be authorized to execute an amendment to this Agreement on the Developer's behalf; provided, however, that if the amendment involves more than one (1) lot or parcel and the property owner's association established in accord with this agreement is still in existence, the association must also execute such amendment for it to be effective. Before amendment of this agreement, the City shall conduct at least two (2) public hearings, as more particularly set forth below. At the City's option, at least one (1) of these public hearings may be held by the City's Planning Commission in accordance with the following

A. Notice of intent to consider an amendment shall be published by the City, at the Developer's cost, at least seven (7) days before each public hearing in a newspaper of general circulation and readership in Volusia County, Florida.

B. Notice of intent to consider an amendment shall also be mailed by the City, at the Developer's cost, to all affected property owners at least thirty (30) days before the first public hearing.

C. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing.

D. The notices required above shall specify the location of the Property, the location of that portion of the Property subject to the proposed amendment, the nature of the proposed amendment, and the following information to the extent applicable

- i. Changes in permitted, conditional, and/or prohibited uses proposed;
- ii. Changes in population densities proposed; and
- iii. Changes in building intensities and/or height proposed.

The notices shall also specify a place where a copy of the proposed amendment can be obtained.

16. CONFORMANCE WITH THE LAWS

The developer agrees

A. To develop the property according to all PUD regulations of the City to the extent those regulations are not inconsistent with the Plan for the property.

B. To provide agreements, contracts, deed restrictions, and sureties and other documents required by the City Legal Department for completion of the development or approved development phases, and for the continuing operation and maintenance of such areas, functions and facilities as are not to be provided, operated or maintained at public expense, and that the Developer's successors in title will be bound by the Developer's commitments made in this Agreement.

C. To be bound by all City codes and ordinances that are not in conflict with the provisions of this Agreement.

17. ENFORCEABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity of enforceability of any other provision of this Agreement unless the holding so states.

18. PRIOR AGREEMENTS

This Agreement represents the complete understandings by and between the parties with respect to the development and continued use of the subject property. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement is hereby voided and superseded by this Agreement.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties hereto attached their hands and seals this _____ day of _____, 2015.

Signed, sealed and delivered
in the presence of

Witness 1 Signature

Print Name of Witness 1

Witness 2 Signature

Print Name of Witness 2

THE CITY OF PORT ORANGE, FLORIDA
a Florida municipal corporation

By: Allen Green, Mayor

Attest:

By: Robin Fenwick, City Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of __, 2015, by Allen Green and Robin Fenwick, Mayor and City Clerk, respectively, of The City of Port Orange, Florida, a Florida Municipal Corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Type, Print or Stamp Name

My commission expires _____

Coventry Partners, LLC
a Florida corporation

Witness 1 Signature

Print Name of Witness 1

Witness 2 Signature

Print Name of Witness 2

By

Printed Name _____

Its _____

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of __, 2015, by _____, as _____ of CLIENT NAME, Inc., a Florida Corporation, on behalf of the corporation. He/she is personally known to me or has produced as identification and did not take an oath.

Notary Type, Print or Stamp Name

My commission expires _____

EXHIBIT "A"

LEGAL DESCRIPTION

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Serenity Hill Planned Unit Development
Legal Description

PARCEL 71

THE SOUTH ½ OF THE NORTHWEST ¼ OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA (LESS THE WEST 30 FEET FOR ROAD); TOGETHER WITH

PARCEL 74

A PORTION OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SEMINOLE WOODS, PHASE 1, AS RECORDED IN MAP BOOK 41, PAGE 106 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA RUN NORTH 00 DEGREES 21 MINUTES 48 SECONDS EAST, THE BEARING BASIS OF THIS DESCRIPTION ALONG THE WEST BOUNDARY OF THE HAMLET SUBDIVISION, FIRST ADDITION, AS RECORDED IN MAP BOOK 35, PAGES 99 AND 100, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA A DISTANCE OF 1322.28 FEET; THENCE DEPARTING SAID LINE, RUN NORTH 89 DEGREES 49 MINUTES 46 SECONDS WEST, A DISTANCE OF 512.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89 DEGREES 49 MINUTES 46 SECONDS WEST, A DISTANCE OF 290.14 FEET; THENCE SOUTH 00 DEGREES 47 MINUTES 08 SECONDS WEST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 46 SECONDS EAST, A DISTANCE OF 290.14 FEET; THENCE NORTH 00 DEGREES 47 MINUTES 08 SECONDS EAST, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

MORE PARTICULARLY DESCRIBED AS:

BEGIN AT THE SOUTHWEST CORNER OF BENT OAK SUBDIVISION, AS RECORDED IN PLAT BOOK PAGE 40, PAGE 60 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, RUN NORTH 89 DEGREES 48 MINUTES 51 SECONDS WEST ALONG THE NORTH BOUNDARY LINE OF BROKEN BOW ESTATES, AS RECORDED IN PLAT BOOK 49, PAGES 126 AND 127, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 512.21 FEET; THENCE SOUTH 00 DEGREES 46 MINUTES 15 SECONDS WEST A DISTANCE OF 150.06 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 14 SECONDS WEST A DISTANCE OF 289.93 FEET; THENCE NORTH 00 DEGREES 46 MINUTES 14 SECONDS EAST A DISTANCE OF 149.98 FEET TO THE NORTH BOUNDARY LINE OF ROLLING HILLS ESTATES PHASE 2, AS RECORDED IN PLAT BOOK 49, PAGES 102 THROUGH 104, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTH 89 DEGREES 49 MINUTES 48 SECONDS WEST ALONG SAID NORTH BOUNDARY LINE A DISTANCE OF 1875.76 FEET TO THE EAST RIGHT-OF-WAY LINE OF HENSEL ROAD; THENCE NORTH 00 DEGREES 38 MINUTES 15 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1324.97 FEET; THENCE 89 DEGREES 45 MINUTES 30 SECONDS EAST ALONG THE SOUTH BOUNDARY LINES OF HENSEL HILL ESTATES-FIRST ADDITION, AS RECORDED IN PLAT BOOK 36, PAGE 161, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND SOUTHPORT SUBDIVISION, AS RECORDED IN PLAT BOOK 40, PAGE 67, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 2671.22 FEET TO THE NORTHWEST CORNER OF SAID BENT OAK SUBDIVISION; THENCE SOUTH 00 DEGREES 20 MINUTES 58 SECONDS WEST ALONG THE WEST BOUNDARY LINE OF SAID BENT OAK SUBDIVISION A DISTANCE OF 1321.61 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

CONCEPTUAL DEVELOPMENT PLAN

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SERENITY HILLS

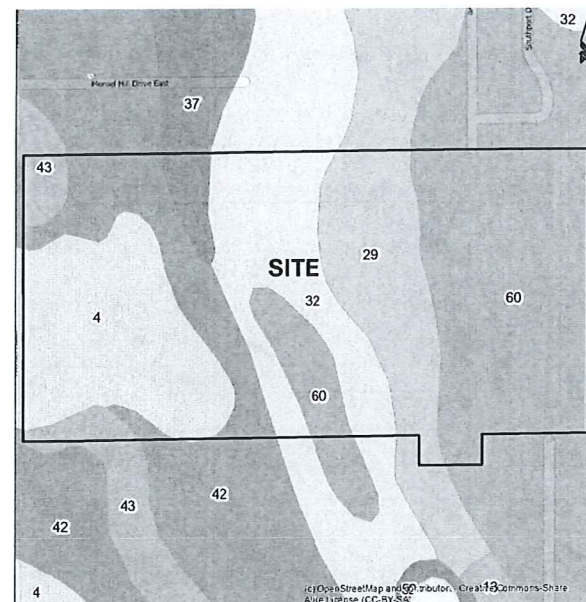
CITY OF PORT ORANGE - VOLUSIA COUNTY, FL
CONCEPTUAL PLAN

**OWNER/
DEVELOPER:** COVENTRY PARTNERS, LLC
1474A W 84TH ST
HIALEAH, FL 33014
386-527-3943
321-747-0404 (FAX)
CONTACT: FRANK COSTA
FCOSTA@LIBERTYFLA.COM

ENGINEER/PLANNER: ZEV COHEN & ASSOC., INC.
300 INTERCHANGE BLVD
ORMOND BEACH, FL., 32174
(386) 677-2482
(386) 677-2505 (FAX)
CONTACT: M. DWIGHT DURANT, P.E.

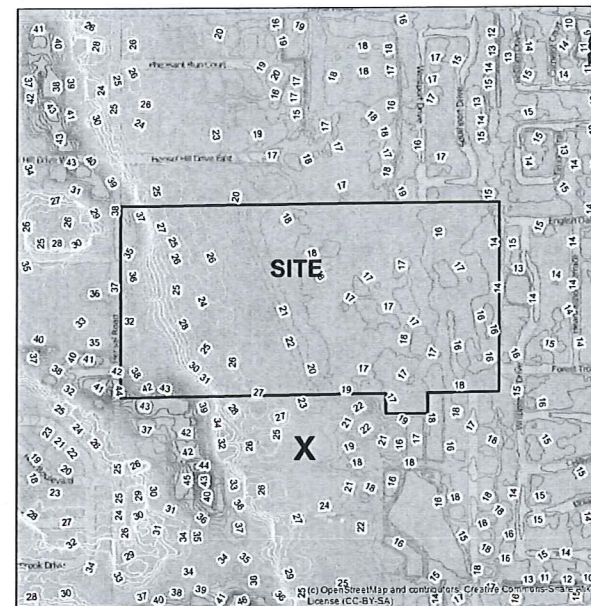
SURVEYOR: ACCURIGHT SURVEYS
2012 E. ROBINSON ST.
ORLANDO, FL 32803
(407) 894-6314
(407) 894-3777 (FAX)

REVISED



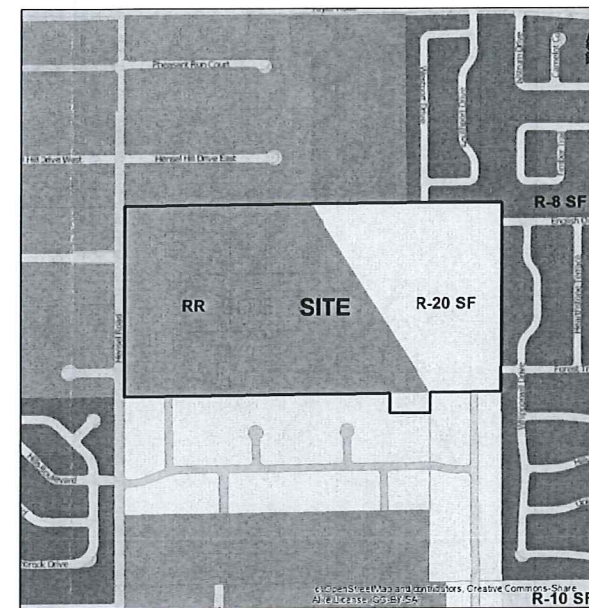
SOILS MAP

- 4 - ASTATULA FINE SAND
13 - CASSIA FINE SAND
29 - IMMOKALEE FINE SAND
32 - MYAKKA FINE SAND
37 - ORSINO FINE SAND; 0 TO 5% SLOPES
42 - PAOLA FINE SAND; 0 TO 8% SLOPES
43 - PAOLA FINE SAND; 8 TO 17% SLOPES
52 - POMPANO FINE SAND
60 - SMYRNA FINE SAND



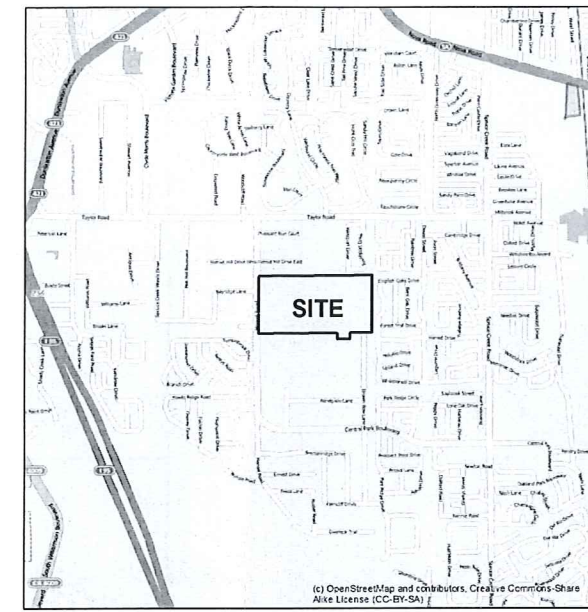
FLOOD ZONE & LIDAR MAP
1" = 600'

FLOOD MAP NUMBER 12127C0507H
EFFECTIVE ON 02/19/2014



ZONING MAP
1" = 600'

EXISTING ZONING:	RR/R20 SF
EXISTING FUTURE LAND USE:	AGRICULTURE/RESIDENTIAL (0-2 UNITS/ACRE) SUBURBAN RESIDENTIAL (2-4 UNITS/ACRE)
PROPOSED ZONING:	PUD



VICINITY MAP
1" = 2,000'

PARCEL 71
THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA. (LESS THE WEST 30 FEET FOR ROAD)

PARCEL 74
A PORTION OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SEMINOLE WOODS, PHASE I, AS RECORDED IN MAP BOOK 41, PAGE 106, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, RUN NORTH 00 DEGREES 21 MINUTES 48 SECONDS EAST, THE BEARING BASIS OF THIS DESCRIPTION ALONG THE WEST BOUNDARY OF THE HAMLET SUBDIVISION, FIRST ADDITION, AS RECORDED IN MAP BOOK 35, PAGES 99 AND 100, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 1322.28 FEET; THENCE DEPARTING SAID LINE, RUN NORTH 88 DEGREES 49 MINUTES 46 SECONDS WEST, A DISTANCE OF 512.04 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING NORTH 88 DEGREES 49 MINUTES 46 SECONDS WEST, A DISTANCE OF 290.14 FEET; THENCE SOUTH 00 DEGREES 47 MINUTES 08 SECONDS WEST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 46 SECONDS EAST, A DISTANCE OF 290.14 FEET; THENCE NORTH 00 DEGREES 47 MINUTES 08 SECONDS EAST, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

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GENERAL NOTES:

1. COMPLIANCE WITH LDC MAY NECESSITATE MODIFICATION OF CONCEPT PLAN

SITE DATA:	
TAX PARCEL I.D. NO.:	6321-00-00-0071 6321-00-00-0074
TOTAL SITE ACREAGE	82.25 AC.
DENSITY ALLOWED:	0-2 UNITS/ACRE (AG) 2-4 UNITS/ACRE (SR) - 221 HOMES MAXIMUM
PROPOSED DENSITY:	1.31 UNITS/ ACRE, 112 HOMES MAXIMUM

FRONT SETBACK	30'
SIDE SETBACK	10'
REAR SETBACK	25'
CORNER SIDE SETBACK	20'
MAX BLDG. AREA	40%
MINIMUM FLOOR AREA	2,000 SF.
MAXIMUM BUILDING HEIGHT:	35 FEET
MINIMUM OPEN SPACE	40%
MAX. IMPERVIOUS COVERAGE	60%

SHEET LEGEND	
C1	COVER SHEET
C2	CONCEPT PLAN
C3	PHASING AND UTILITY PLAN

[illegible]

SERENITY HILLS
COVER SHEET

CITY OF PORT ORANGE
VOLUSIA COUNTY, FLORIDA

 ZEV COHEN & ASSOCIATES, INC. CIVIL ENGINEERS • LANDSCAPE ARCHITECTS (E.B. 4510) (L.C. 67) PLANNERS • TRANSPORTATION • ENVIRONMENTAL WWW.ZEVCOHEN.COM	PROJECT NO: 15082	DRAFTED BY: JES
	ISSUE DATE: 09/15/2015	CHECKED BY: PM
	PROJECT LOCATION: 10000 N. 10TH AVE., SUITE 200, PHOENIX, AZ 85020 DRAWING NO: 15082-01	

FILE LOCATION	-
SUBMITTAL DATE	
PAUL MOMBERGER, RL	

SEAL

NOT VALID WITHOUT EMBOSSED SECURITY MARKS

SCALE: 1" = 100'

C1 OF 3

OCT 16 2015



 ZEV COHEN & ASSOCIATES, INC. CIVIL ENGINEERS • LANDSCAPE ARCHITECTS 10250 W. ASPEN AVE. SUITE 100 DENVER, CO 80231 PHONE: 303.751.1100 FAX: 303.751.1101 WWW.ZEVCOHEN.COM	
PROJECT NO. 10002	DRAWN BY: JES
ISSUE DATE: 10/01/2015	CHECKED BY: PM
DRAWING FILE: 1002 CONZA	
PARTIALS: PARTIALS	
DESIGNED BY: CE	

[illegible]

CITY OF PORT ORANGE
VOLUSIA COUNTY, FLORIDA

OCT 16 2015



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/19/2016

Consent item: No

SUBJECT: Subdivision Variance for 988 Old Sugar Mill Road
Case No. 15-90000004

DEPARTMENT: Community Development

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to approve Subdivision Variance for 988 Old Sugar Mill Road, subject to a perpetual access easement from Old Sugar Mill Road through Lot #1 and to access Lot #2 is provided during the minor subdivision request.

SUMMARY: Planning Commission Action (12/17/15): Recommended Approval

The property owners/applicants, Joseph & Beverly Hibbs, are proposing to submit a Minor Subdivision application to subdivide the property located at 988 Old Sugar Mill Road into two lots. According to the applicants, the intent for subdividing the property is a recent court divorce adjudication requiring the existing single-family home and one-acre of the 2.56-acre subject property to be divided off as a separate lot.

The property is approximately 2.56 acres. The proposed lot configuration consists of Lot #1 fronting Old Sugar Mill Road and Lot #2 located east of Lot #1. Lot #2 is proposed without direct access to Old Sugar Mill Road but the applicants are prepared to provide a perpetual access easement from Old Sugar Mill Road through Lot #1 and to access Lot #2 with the minor subdivision request. There is currently a single-family home, a detached garage, and a barn located on the subject property and all three buildings are to remain. The single-family home will be located on Lot #2 and the detached garage and barn on Lot #1.

One of the requirements of a Minor Subdivision application is that no adjoining lots, tracts, or parcels can be in the same ownership. The applicants own two parcels adjoining the subject property and have indicated that these parcels are not included in the proposed minor subdivision. The code requirement for not allowing adjoining lots in the same ownership to be subdivided through the minor subdivision process is to ensure larger developments with multiple parcels go through the proper subdivision review and plat procedure. According to the applicants, they do not have any plans to further subdivide the property and the only reason the minor subdivision is being requested is the court divorce adjudication.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Staff Report	Staff Report.pdf

Schmotzer, Melanie
Burman, Tim
Johansson, M. Jake

Created/Initiated - 01/11/2016
Approved - 01/11/2016
Final Approval - 01/11/2016



STAFF REPORT

VARIANCE/Chapter 5, Section 2(b)(3)(b)

CASE NO. 15-90000004
988 OLD SUGAR MILL RD

REQUEST: Variance from the Land Development Code (LDC) to waive lot ownership requirement for a minor subdivision.

OWNER / APPLICANT: Joseph & Beverly Hibbs

LOCATION: 988 Old Sugar Mill Road

PLANNING COMMISSION RECOMMENDATION: **Approval**

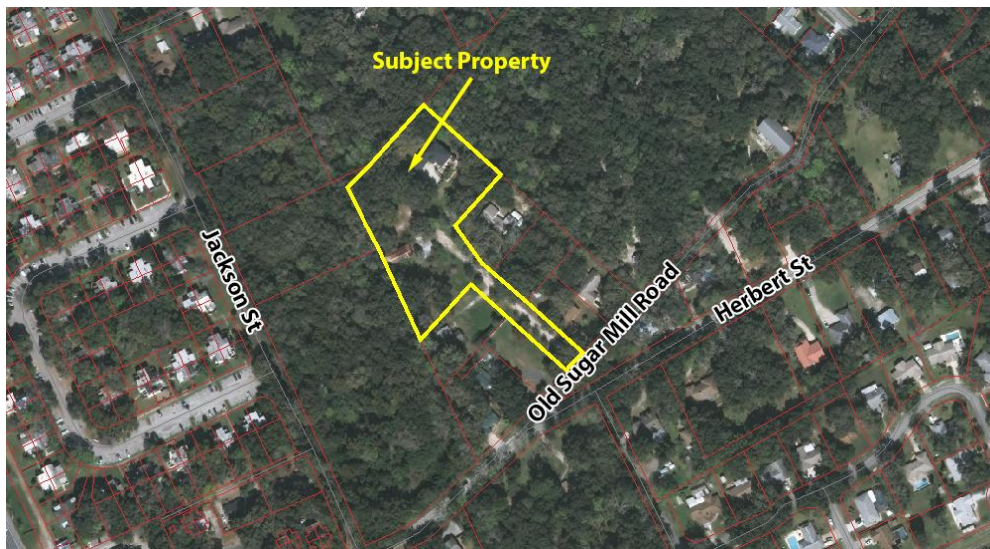
STAFF CONTACT: Tim Burman, Planner Manager (386) 506-5675

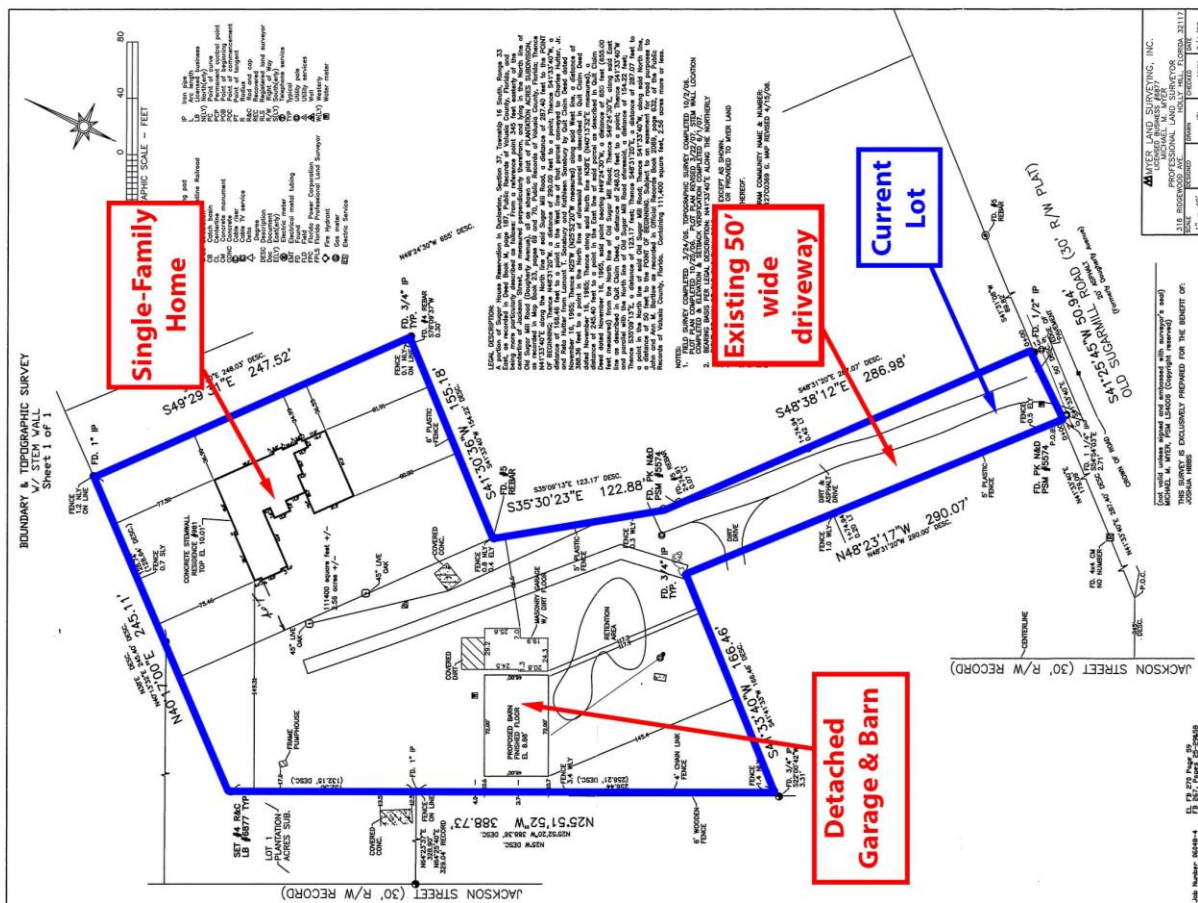
CITY COUNCIL DATE: January 19, 2016

DISCUSSION:

The property owners/applicants, Joseph & Beverly Hibbs, are proposing to submit a minor subdivision application to subdivide the property located at 988 Old Sugar Mill Road into two lots. The property is approximately 2.56 acres with 50 feet of roadway frontage along Old Sugar Mill Road (Figure 1). The proposed lot configuration consists of Lot #1 fronting Old Sugar Mill Road and Lot #2 located East of Lot #1. Lot #2 is proposed without direct access to Old Sugar Mill Road but the applicants are prepared to provide a perpetual access easement from Old Sugar Mill Road through Lot #1 and to access Lot #2 with the minor subdivision request. There is currently a single-family home, a detached garage, and a barn located on the subject property and all three buildings are to remain. The single-family home will be located on Lot #2 and the detached garage and barn on Lot #1.

Figure 1. Location of Subject Property (988 Old Sugar Mill Road)





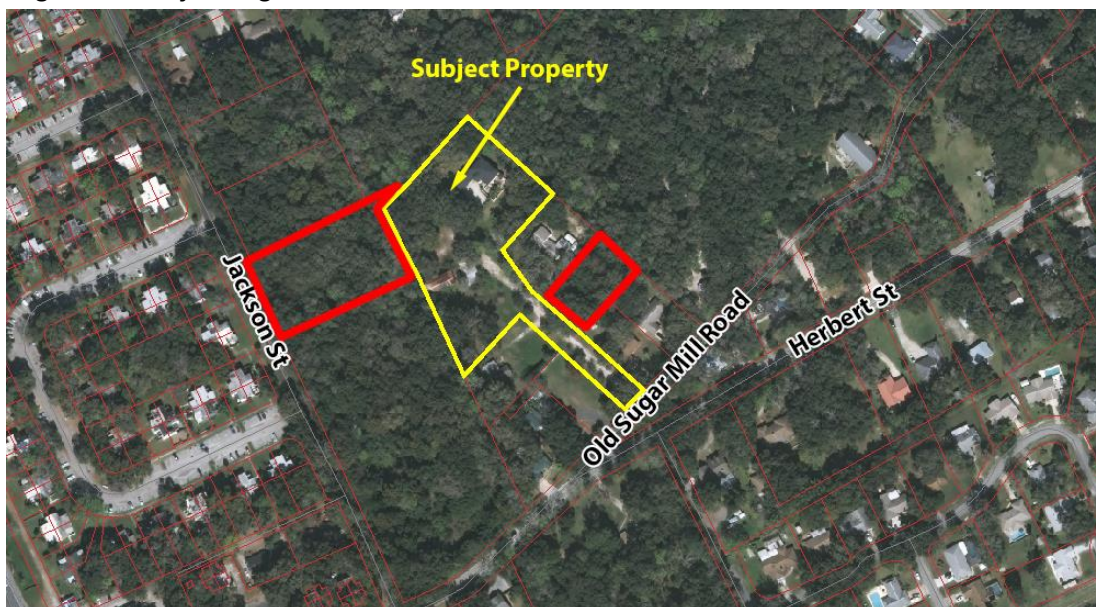
The proposed lots currently meet the standard code requirements for a minor subdivision with the exception of the following variance. Based on the applicants' proposed lot configuration to subdivide the property a variance to allow the subdivision of property when adjoining lots, tracts, or parcels are in the same ownership is being requested. If the requested variance is approved, the applicants intend to apply for a minor subdivision to formally split the property into two lots.

According to the applicants, the intent for subdividing the property is a recent court divorce adjudication requiring the existing single-family home and one-acre of the 2.56-acre subject property to be divided off as a separate lot. Lot #1 will have the detached garage and barn located on it, and Lot #2 will have the single-family home. The applicants indicated that a perpetual access easement through Lot #1 will be provided to access Lot #2. Lot #1 access will remain through the driveway on Lot #1. With the variance requested, no other alterations to the property are proposed.

VARIANCE - REVIEW OF VARIANCE CRITERIA FOR ADJOINING LOTS, TRACTS, OR PARCELS IN SAME OWNERSHIP:

A requirement to submit a minor subdivision application is that no adjoining lots, tracts, or parcels are in the same ownership. The property owners of the subject property have two adjoining parcels they owned (Figure 4). The applicants indicated that the adjoining parcels are not included in the proposed minor subdivision and are requesting a variance from this requirement.

Figure 4. Adjoining Parcels



Chapter 5, Section 9(b)(3), of the LDC, lists the review criteria that shall be used to determine whether a subdivision variance request should be granted. These criteria, accompanied by staff's response, are as follows:

- a) *Required services are already available to the proposed lots without the construction of additional improvements.*

The Public Utilities Department has indicated that these services are available and adequate to serve the proposed lots.

- b) *Levels of service can be reasonably provided through the site development review process or residential site plan review process for individual lots.*

The proposed subdivision would create one additional single-family lot. The subject property is surrounded by residential development currently being served by city facilities, infrastructure, and services, and levels of service are expected to be maintained.

- c) *Other methods can be arranged to assure construction of improvements, eliminating the need for a formal subdivision approval.*

No additional improvements to the property are needed for the proposed subdivision. The variance is not requested because of lack of improvements but because of the ownership of adjacent properties.

- d) *The granting of the variance is consistent with the overall intent of this Code, and will not be injurious to surrounding properties or detrimental to the public welfare.*

The variance would be consistent with the general intent of the LDC. The intent of the LDC is to allow minor subdivision exemptions when the minimum criterion is met. The criteria for not allowing adjoining lots to be in different ownership ensures that if a larger development is proposed it goes through the proper subdivision review and plat procedure. However, Chapter 5, Section 8(b)(3) of the LDC states a variance from the subdivision review process can be approved if the variance is would not be injurious to the surrounding properties.

According to the applicants, they do not have any plans to further subdivide property. The only reason the minor subdivision is being requested is the court divorce adjudication.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission voted to approve the variance, subject to a perpetual access easement over the private driveway from Old Sugar Mill Road through Lot #1 into Lot #2 be recorded as part of the minor subdivision.

Volusia Safe Harbor

Mission Statement: Through the use of compassionate, dignifying and respectful engagement activities, reduce the number of adults within Volusia County whom are experiencing homelessness.

Volusia Safe Harbor is: A coordinated effort between law enforcement, behavioral health, social service providers, faith-based organizations, and medical services. There will be shelter for up to 250 individuals who are homeless that is open 24 hours, 7 days a week. It will have a jail diversion program that keeps people out of the criminal justice system for petty crimes like trespassing, disorderly conduct and alcohol offenses. It is a safe environment for men and women to work with a case manager to overcome their homelessness. It is centrally located near a Votran bus stop. It will be a place for homeless people to connect to the various social service agencies already existing in Volusia County. Police will provide courtesy rides to shelter instead of arrest and transport to jail. This location was chosen because of its proximity to the Stewart-Marchman/ACT Crisis Center so that homeless people needing substance abuse treatment or mental health treatment can be properly evaluated and diverted.

Agencies, Private Business, and Governments Committed to Support:

- **Kingspan Insulated Panels** will provide building materials and solar panels for facility.
- **Halifax Hospital** will provide four beds and an RN to staff basic medical services. This reduces the need for costly Emergency Room visits.
- **Stewart-Marchman/ACT** will conduct intake and mental health evaluations on site and provide treatment.
- **Halifax Urban Ministries** will be providing food and other services as needed (\$170,000 in kind).
- **Career Source and Goodwill** will provide Job Training.
- **Daytona Beach Area Region Chamber of Commerce and Volusia/Flagler Continuum of Care**
- **The 32 congregations of F.A.I.T.H.** including the Volusia/Flagler AFL-CIO, H.O.M.E. and Bethune-Cookman.
- **Volusia County** committed \$4 million and 3-5 acres of land adjacent to Stewart-Marchman/ACT
- **Resolutions of support** have been passed by Ormond Beach Daytona Beach, Debary, DeLand, Ponce Inlet, South Daytona, Orange City, Daytona Beach Shores, and Holly Hill. DeLand has allocated \$75,000 for VSH for 2016. It seems that Daytona Beach will help fill in gaps if some cities don't participate right away, they have budgeted \$1million dollars over the next two years to operate Volusia Safe Harbor.

Cost: The budget is \$1.6 million dollars based on a 250 bed capacity. The cost is low because we are giving existing social service agencies the chance to coordinate their efforts in one central location. This allows for cost sharing and better use of volunteers. Volusia County has committed \$4 million to build the facility and the cities in Volusia County are being asked to provide the ongoing operating expenses based on a formulary that is based on the population and poverty index for the city. No city will be asked for more than is included in this formulary. If some cities choose not to participate, they will not be able to use Volusia Safe Harbor as a solution to their homeless problems. If there is a shortfall in the budget the facility could be downsized.

Based on a Best Practice: Volusia Safe Harbor is a successful model called Pinellas Safe Harbor, which has significantly reduced the street homeless population in Pinellas County, sparking a successful revitalization of downtown St. Petersburg at a small cost of \$13 a day! The average stay there is only 43 days and 60% of their client's transition into permanent housing. Pinellas County Sheriff Bob Gualtieri runs Pinellas Safe Harbor and considers it a great success and a huge cost savings to tax payers. According to Sheriff Gualtieri, 23 of the 24 cities in Pinellas County support the shelter financially.

F.A.I.T.H.

Fighting Against Injustice Towards Harmony

Coalition of 32 congregations and organizations in Volusia County that use our people power to hold social, political, and economic systems accountable for justice.

FAITH Homelessness Issue



Imagine a Better Way

- Up to 5,000 homeless individuals live in our streets and woods each night
- Only 21 emergency shelter beds are available for single individuals who do not suffer from mental illness in Volusia County.

What is Volusia Safe Harbor?

- Case Management for all residents
- An eventual total of at least 250 shelter beds for single men and women
- Jail diversion, SAVE Docket, and prison re-entry
- Partner agencies like healthcare, mental health counseling, and addiction assistance
- Outreach teams to build relationships with and provide transportation to and from jobs for Volusia Safe Harbor guests.

Consolidation of Services

- Our goal is to consolidate services, not remove existing ones.
- Having a central location is easier and more efficient for those trying to end their personal struggles with homelessness.

Location

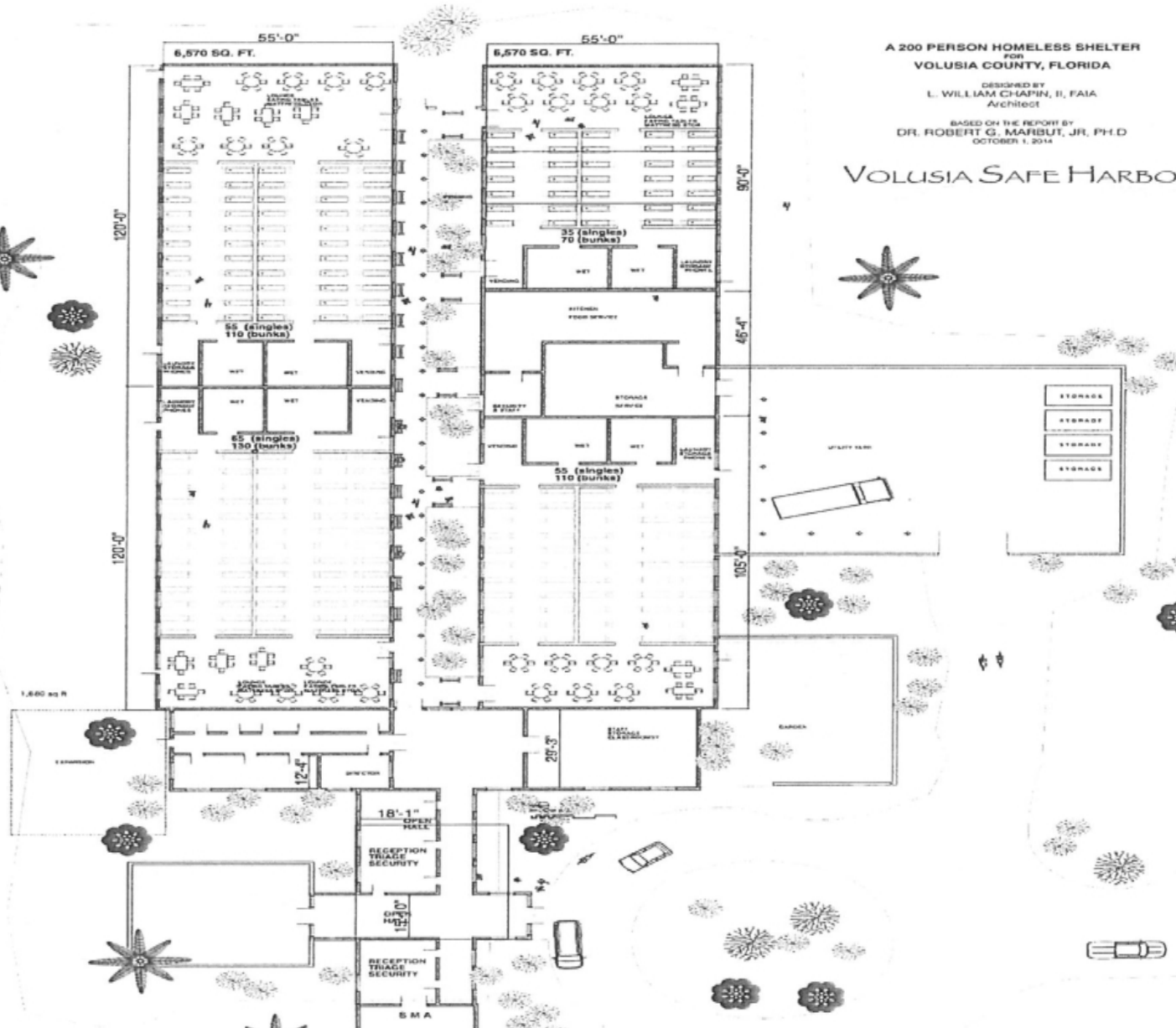
- Adjacent to the Stewart Marchman/Act Crisis Center and the Volusia County Branch Jail on Red Road in unincorporated Volusia County.
- Chosen for:
 - convince of people leaving jail and re-entering society
 - Instead of arresting homeless people, police can take them to Volusia Safe Harbor
 - Avoids the Not in My Backyard response from cities

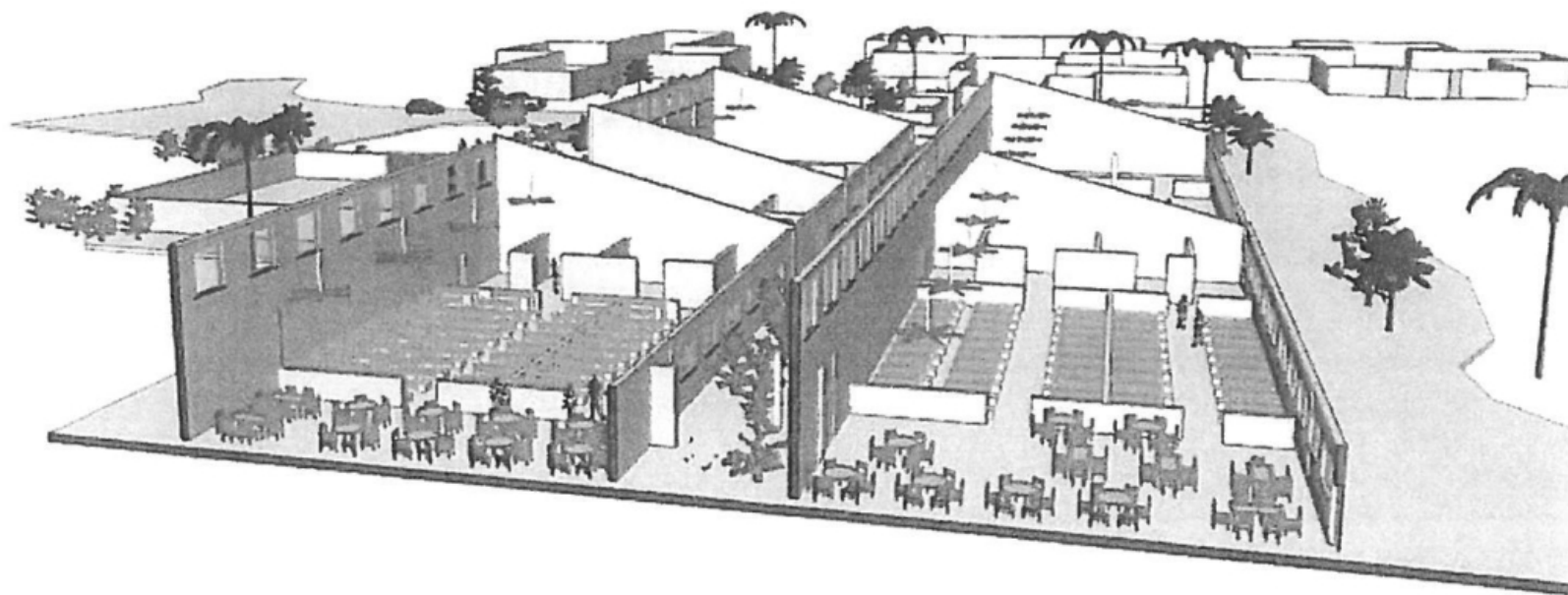
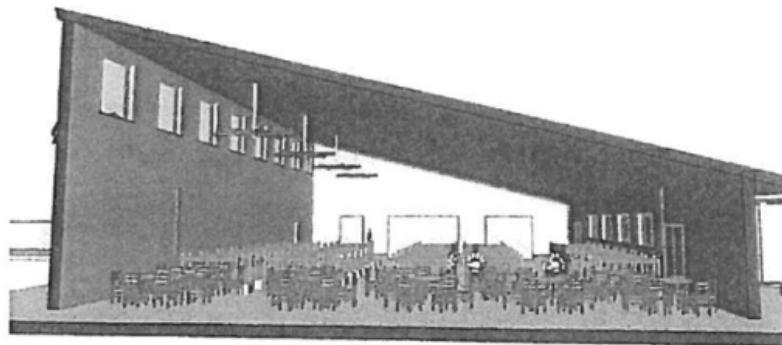
**A 200 PERSON HOMELESS SHELTER
FOR
VOLUSIA COUNTY, FLORIDA**

DESIGNED BY
L. WILLIAM CHAPIN, II, FAIA
Architect

BASED ON THE REPORT BY
DR. ROBERT G. MARBUT, JR., PH.D.
OCTOBER 1, 2014

VOLUSIA SAFE HARBOR





Community Support & Partners

- Kingspan Insulated Panels
- Judge Belle Schumann
- Stewar-Marchman/Act
- Halifax Hospital
- The Hotel and Lodging Association
- Daytona Beach Police Chief, Mike Chitwood
- Halifax Urban Ministries
- Volusia Coalition of Governments
- Family Renew
- The Housing Authority of Daytona Beach
- The Daytona Beach Development Corporation

Cities that have passed resolutions of support

- Ormond Beach
- Daytona Beach
- DeBary
- DeLand
- Ponce Inlet
- South Daytona
- Orange City
- Daytona Beach Shores
- Holly Hill

Organizations that have committed \$\$\$

- Volusia County will donate land and \$4 million dollars for capital if cities will fund operating budget
- Halifax Hospital- will build clinic
- Kingspan will donate building materials for solar panels and roof
- William Chapin, Architect- already done drawings
- City of Daytona Beach has budgeted \$300,000 in 2015 and \$700,000 in 2016

Cost

- Operations: \$1.6 million
- Construction: \$3,835,200

Funding Required by Cities

- Daytona Beach: \$363,955
- Daytona Beach Shores: \$1,291
- DeBary: \$55,119
- DeLand: \$132,451
- Deltona: 327,251
- Edgewater: \$71,632
- Holly Hill: \$62,336
- New Smyrna: \$87,820
- Oak Hill: \$6,817
- Orange City: \$59,057
- Ormond Beach: \$139,675
- Port Orange: \$195,702
- South Daytona: \$58,626
- Pierson: \$10,596
- Ponce Inlet: 8157

Not a Warehouse

- Case management will be mandatory for all guests.
- Based on our research of Pinellas Safe Harbor, guests spent an average of just 47 days at the facility before moving on to permanent housing.

County-wide Issue

- Homelessness is a county-wide issue and requires a county-wide solution.
- Being centrally located helps everyone, including the 15 Volusia Police Departments who will be using Volusia Safe Harbor as jail diversion.

Transportation

- Transportation is available by bus every hour during the day.
- Also, a transportation plan will be put into place for when the buses are not running or to meet the specific needs of our guests.

Financial Cost of Not Acting

- It costs \$132 a day to house someone in jail.
- Currently, the Pinellas Safe Harbor Shelter is spending just \$13 a day per guest.

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
JANUARY 5, 2016

THE REGULAR CITY COUNCIL MEETING of the City of Port Orange was called to order by Mayor Allen Green at 6:30 p.m.

Pledge of Allegiance

Invocation presented by Pastor Scott Kirschner of Christ the King Community Church

Roll Call:	Present:	Councilman Bob Ford Councilman Donald Burnette Councilman Scott Stiltner Vice Mayor Drew Bastian Mayor Allen Green
	Also Present:	Jake Johansson, City Manager Margaret T. Roberts, City Attorney Robin Fenwick, City Clerk

Rules of Procedure as approved by City Council on December 2, 2014, specifically page 3, portions of letter (e) and #9 (a-e) were read by Robin Fenwick, City Clerk.

5. Election of Vice Mayor

Councilman Burnette nominated Councilman Ford for Vice Mayor, Seconded by Councilman Stiltner.

Councilman Ford nominated Vice Mayor Bastian, and Seconded by Councilman Stiltner. Councilman Ford yielded his nomination to Vice Mayor Bastian.

Nomination of Drew Bastian as Vice Mayor carried unanimously by roll call vote.

6. Appointments to Council Committees for 2016

No changes to committees:

ArtHaus – Councilman Burnette
City Investment Committee – Councilman Stiltner
General Employees Retirement Trust Fund – Councilman Stiltner
Golf Course Board of Directors – Councilman Ford
Library Advisory Board – Vice Mayor Bastian

Transportation Planning Organization – Councilman Ford

Municipal Firefighters Pension Board – Councilman Ford

Municipal Police Officers Retirement Trust – Vice Mayor Bastian

Port Orange/South Daytona Chamber of Commerce – Councilman Burnette

Roundtable of Elected Officials – Mayor Green

Volusia League of Cities – Mayor Green

YMCA – Councilman Stiltner

Added: Youth Advisory Board – Vice Mayor Bastian

Motion to maintain the same committees was made by Councilman Stiltner, and Seconded by Councilman Burnette. Motion carried unanimously by voice vote.

AGENDA APPROVAL

Motion to add proclamations for retirees and first responders was made by Councilman Burnette, and Seconded by Councilman Ford. Motion carried unanimously by voice vote.

Mayor Green read proclamations to Ken Burgman, Paul Riley, Wayne Miller, and Lee Miller and thanked all for their service to the City of Port Orange.

Items pulled – #26 and move up items #18-21 on the agenda.

Motion to approve the agenda as amended was made by Councilman Burnette, and Seconded by Councilman Ford. Motion carried unanimously by voice vote.

PUBLIC HEARING

7. Second Reading – Ordinance No. 2015-44 - 2015 Comprehensive Plan Capital Improvements Element (CIE) Annual Update; CASE NO. 15-27500001

Mayor Green read Ordinance No. 2015-44.

ORDINANCE NO. 2015-44

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; PROVIDING FOR ADOPTION OF THE FY2016-2021

FIVE YEAR SCHEDULE OF CAPITAL IMPROVEMENTS AS SET FORTH IN THE COMPREHENSIVE PLAN, CAPITAL IMPROVEMENTS ELEMENT AND SUPPORTING DATA; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2015-44
was made by Vice Mayor Bastian, and
Seconded by Councilman Burnette.

Vice Mayor Bastian expressed a concern regarding the price tag on the Coraci Blvd. extension. He wanted confirmation that it is not a commitment to build the road. Mr. Johansson confirmed same.

Motion carried unanimously by roll call
vote.

8. Second Reading - Ordinance No. 2015-45 - LDC Amendment/Chapters 17 and 18; Case No. 15-25000005

Mayor Green read Ordinance No. 2015-45.

ORDINANCE NO. 2015-45

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE; AMENDING CHAPTER 17, SECTION 25 TO ADD FARMERS/FLEA MARKET AS A SPECIAL EXCEPTION USE IN THE RIDGEWOOD DEVELOPMENT (RD) ZONING DISTRICT; AMENDING CHAPTER 18, SECTION 3 TO ADD SPECIAL REQUIREMENTS FOR THE FARMERS/FLEA MARKET USE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2015-45
was made by Vice Mayor Bastian, and
Seconded by Councilman Burnette.
Motion carried unanimously by roll call
vote.

9. Second Reading - Ordinance No. 2015-47 - Relating to Bidding Requirements

Mayor Green read Ordinance No. 2015-47.

ORDINANCE NO. 2015-47

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CITY OF PORT ORANGE CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION, SECTION 2-267, RELATING TO BIDDING REQUIREMENTS FOR PURCHASES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2015-47 was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried 4-1 by roll call vote with Councilman Ford voting no.

10. Special Exception for Farmers/Flea Market at 5001, 5005, and 5013 Ridgewood Ave.; Case No. 15-70000002

Motion to approve was made by Vice Mayor Bastian, and Seconded by Councilman Burnette.

Tim Burman, Interim Community Development Director, advised that the special exception meets all requirements except the landscaping.

Andy Clark, All Aboard Properties, advised that there are gaps in landscaping along Ridgewood Avenue that he will fill in. The back of the property is where he is requesting the variance. There will be no more sun shades/tents on the property. He is looking to improve the property by removing the bar.

Mayor Green said be careful with the lighting and make sure the noise level is controlled. Mr. Clark said they have moved the lights to face down.

Council agreed with the improvements as discussed.

Motion carried unanimously by roll call vote.

ANNUAL MEETINGS OF CORPORATIONS

11. Port Orange Property Development, Inc. Joint Annual Meeting of the Members and Directors

Council recessed at 7:27 p.m. to hold the Joint Annual Meeting of the Port Orange Property Development, Inc., minutes of which are under separate cover.

Port Orange Property Development, Inc. meeting adjourned at 7:30 p.m.

12. Design Review Board for Port Orange Property Development, Inc.

The Annual Meeting of the Design Review Board was held, minutes of which are under separate cover.

The Design Review Board meeting adjourned at 7:32 p.m.

13. City Center Corporate Park Property Owner's Association, Inc. Joint Annual Meeting of Members and Directors

The Joint Annual Meeting of City Center Corporate Park Property Owners Association was held, minutes of which are under separate cover.

The City Center Corporate Park Property Owner's Association meeting adjourned at 7:34 p.m.

14. Golf Club at Cypress Head, Inc. Joint Annual Meeting of Shareholders and Directors

The Joint Annual Meeting of the Golf Course at Cypress Head, Inc. was held, minutes of which are under separate cover.

Ted Nofall, citizen, asked that the Board reconsider the appointment of the Directors so that two members of Council are appointed as the Board of Directors rather than the City Manager. Councilman Ford advised that a review of the Golf Course Board is forthcoming and the potential re-structure will come up.

The Golf Course at Cypress Head, Inc. meeting adjourned at 7:40 p.m.

15. Port Orange Business Park Property Owner's Association, Inc. Joint Annual Meeting for Members and Directors

The Joint Annual Meeting of the Port Orange Business Park Property Owner's Association, Inc. was held, minutes of which are under separate cover.

The Port Orange Business Park Property Owner's Association, Inc. meeting adjourned at 7:43 p.m.

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

16. Reports from Kemper Sports Management regarding Cypress Head Golf Course

Bob Duquette, General Manager, provided financial details of the golf course for November, 2015. They were \$23,000 over in revenue.

Ted Noftall, citizen, expressed his issues with the reports. He asked for combined set of numbers from the City and KemperSports. He believes there should be concern for the financials of the golf course.

Motion to accept the report was made by Councilman Stiltner, and Seconded by Councilman Burnette. Motion carried unanimously by voice vote.

F. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

17. Fire Pension Plan Appointment

Motion to nominate Jim Reardon for re-appointment to the Fire Pension Board was made by Councilman Burnette, and Seconded by Councilman Ford. Motion carried unanimously by voice vote.

G. CITIZEN PARTICIPATION (Agenda)

18. Bully Me Now - Victor Ezeir

Victor Ezeir, Owner of Bully Me Now Mixed Martial Arts School, introduced himself and his company. Bully Me Now is an MMA school for children aged 4-17 offering a variety of classes from kickboxing, grappling, and MMA that are self-defense based. He and a partner are starting the Port Orange Wrestling Program.

19. Happy Wanderers - Elaine Brayton

Elaine Brayton requested a fee waiver to use the Lakeside Community Center in February. The total cost of the waiver is \$426.00.

Motion to approve the waiver was made by Councilman Ford, and Seconded by Councilman Stiltner. Motion carried unanimously by roll call vote.

20. Special Olympics Fee Waiver Request

Sarah Harper, Director of Special Olympics, requested a fee waiver for use of the Port Orange Gym for a tournament to be held on January 9, 2016. The total fee of the waiver is \$1,083.00. There are over 400 participants in Volusia County. The athletes do not have to pay any fees to participate.

Motion to approve the waiver in the amount of \$600 for the facility fee was made by Councilman Ford, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote.

21. Lauren Valle - Volleyball Co-Sponsor Request

Lauren Valle asked Council to co-sponsor a youth volleyball program through the Parks & Recreation Department.

Susan Lovallo, Parks & Recreation Director, advised Council that the Parks & Recreation Advisory Board supports the request. The volleyball program would follow the same criteria of all of the other co-sponsor groups.

Motion to approve the co-sponsorship a youth volleyball program was made by Councilman Ford, and Seconded by Vice Mayor Bastian. Motion carried unanimously by roll call vote.

H. CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

Mr. Noftall advised that Monica Jones' water bill has been paid in full through donations. He asked that Council implement humane water breakage policies. He also discussed the City Manager's quote in the NewsJournal.

Phil Klema, citizen, addressed Council regarding the events happening with the Port Orange Historical Trust.

Robert Reinhagen, citizen, discussed water billing issues at mobile home parks. He recommended installing a master meter.

Mike Gardner, citizen, discussed water billing issues and back charges.

Jim Cameron, Daytona Regional Chamber of Commerce, discussed changes to the Volusia Days plans.

Jimmy Scott, citizen, spoke regarding the Coraci Blvd. extension. He requested that the extension be reconsidered.

I. COUNCIL COMMENTS

22. Comments/Concerns from Council Members

Vice Mayor Bastian asked for an update on the White Acres project.

Councilman Stiltner thanked Sheriff Ben Johnson for his service and would like to invite him for recognition by Port Orange. He has been working on pulling numbers regarding the City Attorney's salary. He will provide the data to Council for their review soon. He announced that Saturday, January 9, 2016 is the Coffee with a Cop event with the Police Department.

Councilman Burnette would like to see the projects in purchasing move forward, specifically Dunlawton Avenue medians. He asked for an update on the street paving project and the street and sidewalk study.

Councilman Ford invited the Police Department to District 1 for Coffee with a Cop. He asked for an early start on the budget with a workshop regarding retaining employees and expectations.

Mayor Green asked each Council Member to provide Mr. Johansson with a list of their own priorities and goals for the year.

J. CONSENT AGENDA

23. Approval of Minutes

- a. December 8, 2015 - Regular City Council Meeting
- b. December 22, 2015 - Special City Council Meeting

24. Council Meeting Schedule for 2016

25. Resolution No. 16-1 - Budget Appropriation

26. Resolution No. 16-3 - Sanctuary Traffic Enforcement Agreement

27. Resolution No. 16-4 - 2015 Edward Byrne Memorial Justice Assistance

Grant (JAG) Program

28. Ratify and confirm the decision of the City Manager for Emergency Waters Edge Force Main Cleaning to Professional Piping Services, Inc.

Motion to approve the Consent Agenda as amended was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote.

Mr. Noftall asked what the expected costs would be per month. Margaret Roberts, City Attorney, advised that the services would be requested by the association. There is no cost for routine traffic enforcement. The agreement covers anything above routine.

Mayor Green read Resolution No. 16-3.

RESOLUTION NO. 16-3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING A TRAFFIC ENFORCEMENT AGREEMENT WITH THE SANCTUARY ON SPRUCE CREEK HOMEOWNERS ASSOCIATION, INC.; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE TRAFFIC ENFORCEMENT AGREEMENT ON BEHALF OF THE CITY OF PORT ORANGE; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 16-3
was made by Vice Mayor Bastian, and
Seconded by Councilman Burnette.
Motion carried unanimously by roll call
vote.

K. REGULAR AGENDA

29. Resolution No. 16-2 - Utility Billing Adjustments

Mayor Green believes this should be handled at a workshop and should start today, no back billing to the customers. He wants to move forward with the corrective action without the back billing.

Councilman Ford agreed. He would like to move forward as well without back billing.

Mr. Johansson agreed with moving forward when the City is in error with all billing (not just utility). There are some exceptions, for example gross negligence of employees, which he will handle; gross negligence of customers (which will also be handled). He explained the way water is calculated and charged.

Mr. Gardner believes the City should be charging for a gallon of water no matter the size of the meter.

Andy Neff, Public Utilities Director, said there is a flow rate through the meter that is charged by the gallon.

Mr. Noftall said there are over 100 rates per gallon in the City.

Sarah Jones, citizen, said the City Manager provided a good explanation of the charges and flow meters.

Council agreed to hold a workshop. They do not agree with back billing for City errors.

30. Financial Report- Nov 15

Tracey Riehm, Finance Director, provided details from the October and November 2015 financial reports.

31. Discussion Regarding Palmer College Lease Agreement

This item has been removed by Staff.

32. Discussion regarding YMCA Phase Three Renovations

David Ogle, Architect, is available for questions, as well as the contractor and Frank Flagg, Facilities Manager.

Councilman Stiltner wants to see the City get more attractive and therefore, receive more bids.

Motion to reconsider the contract award with A.G. Pfifer was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried 3-2 by roll call vote with Councilman Burnette and Stiltner voting no.

Motion to approve contract based on the total project cost of \$208,938 as presented was made by Councilman Burnette, and Seconded by Vice Mayor Bastian. Motion carried 4-1 by roll call vote with Councilman Stiltner voting no.

L. COMMENTS

33. City Attorney Comments - Howard Porter v. City of Port Orange

Ms. Roberts asked for Council's approval to allow Staff to accept service on behalf of the City.

Motion to approve was made by Vice Mayor Bastian, and Seconded by Councilman Stiltner. Motion carried 4-1 by roll call with Councilman Ford voting no.

34. City Manager Comments

There were none.

M. COUNCIL COMMITTEE REPORTS

35. City Council Committee Reports

- a. River to Sea TPO – No meetings
- b. General Employee's Pension Board – Councilman Stiltner reported that the board will be considering a recommendation to lower the assumed rate of return.
- c. YMCA – Reported by Tracey Riehm above.

ADJOURNMENT: 9:34 p.m.

Mayor Allen Green

Attest:

Robin Fenwick, CMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/19/2016

Consent item: Yes

SUBJECT: Resolution No. 16-6 – Easement Vacations, Walmart (1590 Dunlawton Avenue) and Murphy Oil (1596 Dunlawton Avenue)

DEPARTMENT: Community Development

GOAL: Economic Development

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve Resolution No. 16-6.

SUMMARY: Staff has received an easement vacation application for certain drainage related easements over portions of the Walmart and Murphy Oil properties located on Dunlawton Avenue. The existing easements were established by an easement document recorded in June of 2015, and by plat that created the Murphy Oil property in August of 2015, prior to the construction of drainage improvements for the Murphy Oil site. Some of the previously existing drainage improvements were not field located prior to the recording of those easements. Some of the Murphy Oil drainage improvements were not properly placed within the established easement boundaries. Staff has received executed corrective replacement easement documents.

The easement vacation application and legal descriptions have been reviewed for completeness and accuracy. The corrective easement legal descriptions have been verified for proper location through preliminary as-built surveys provided by the engineer of record for the Murphy Oil development. City departments have reviewed the application and have no outstanding concerns. The easements may be released / vacated to the extent that they are being replaced.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Resolution No. 16-6	Reso 16-6 w. Ex. A 1.5.16.pdf
2.	Location Map	murphy location map.pdf
3.	Murphy Vacation of Easement	Murphy Vacation of Easement.pdf
4.	Walmart Release of Easement	Walmart Release of Easement.pdf

Glor, Chip
Burman, Tim

Created/Initiated - 01/05/2016
Approved - 01/06/2016

Roberts, Margaret
Johansson, M. Jake

Approved - 01/13/2016
Final Approval - 01/13/2016

RESOLUTION NO.16-6

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA,
VACATING VARIOUS PLATTED EASEMENTS LOCATED
ON PARCEL 3, OF THE WOODLAND CENTER TRACT 1
REPLAT AND RELEASING VARIOUS EASEMENTS
LOCATED ON PARCEL 1 AND 2, OF THE WOODLAND
CENTER TRACT 1 REPLAT IN CONJUNCTION WITH THE
MURPHY OIL GAS STATION DEVELOPMENT; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, Murphy Oil USA, Inc., a Delaware corporation, (herein referred to as the "Murphy") is the record owner of Parcel 3 of the Woodland Center Tract 1 Replat, according to the Warranty Deed recorded in Official Records Book 7158, Page 0245, Public Records of Volusia County, Florida; and

WHEREAS, Murphy has applied for the vacation of drainage easements located on Parcel 3 of the Woodland Center Tract 1 Replat (more accurately described and depicted on **Exhibit "A"**), in conjunction with the Murphy Oil Gas Station Development; and

WHEREAS, the easements described and depicted on Exhibit "A" are being vacated and replaced by relocated easements due to a change in the stormwater system layout during construction; and

WHEREAS, Wal-Mart Stores East, L.P., a Delaware limited partnership, (herein referred to as the "Wal-Mart") is the record owner of Parcel 1 of the Woodland Center Tract 1 Replat, according to the Warranty Deed recorded in Official Records Book 6342, Page 2277, Public Records of Volusia County, Florida; and

WHEREAS, Wal-Mart granted certain drainage easements to the City by separate instrument recorded in Official Records Book 7133, Page 1365, of the Public Records of Volusia County which now need to be released and relocated due to a change in the stormwater system layout during construction; and

WHEREAS, Murphy has complied with the requirements of Section 177.101(4), Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has the power and authority to vacate and release publicly dedicated easements within the City limits under constitutional home rule powers and Chapters 166 and 177, Florida Statutes (2015).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The interest of the City of Port Orange, Volusia County, Florida, in the drainage easements depicted and described on the attached **Exhibits "A"** are declared to be vacated and abandoned, and any right, title and interest of the City of Port Orange in and to the attached easements hereby vacated are renounced and disclaimed. All other easements located on Parcel 3 of the Woodland Center Tract 1 Replat, not previously vacated shall remain in full force and effect.

Section 2. The Mayor and City Clerk are hereby authorized to execute a release of those certain drainage easements granted by Wal-Mart to the City by separate instrument recorded at Official Records Book 7133, Page 1365, of the Public Records of Volusia County. Said release shall be recorded simultaneously with replacement easements granted by Wal-Mart to the City.

Section 3. This resolution shall become effective upon simultaneous recording of a certified copy of this Resolution in the public records of Volusia County, Florida and the required replacement easements granted to the City.

MAYOR ALLEN GREEN

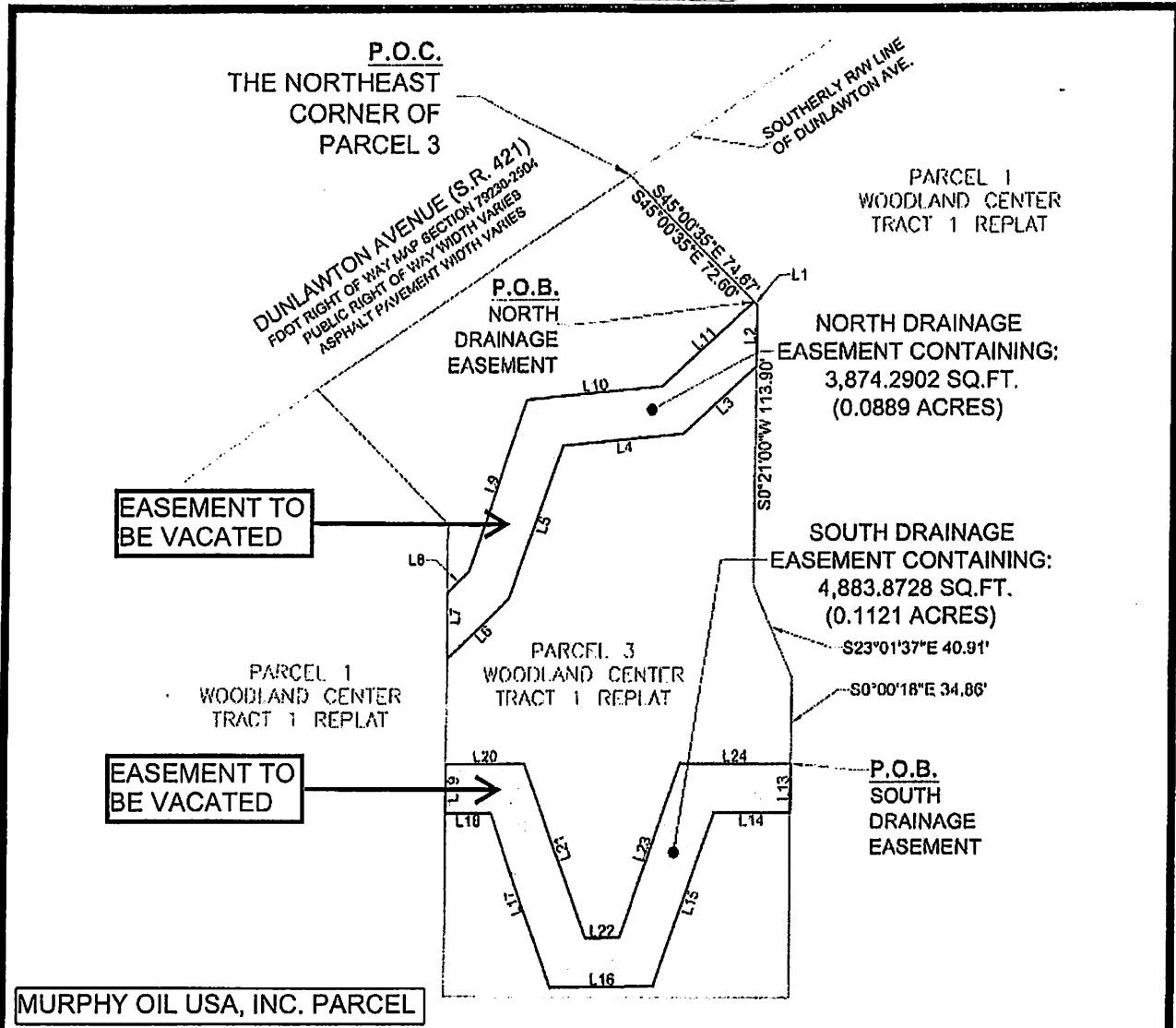
ATTEST

Robin L. Fenwick, CMC, City Clerk

Adopted on the ____ day of _____, 2016.

Reviewed and Approved: _____
Assistant City Attorney

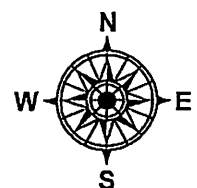
EXHIBIT "A"



Case No.: 15-35000006	Requested Action: To relocate existing Drainage Easements located at 1590 Dunlawton Blvd. and 1596 Dunlawton Blvd.
Applicants: Wal-Mart Stores East, LP and Murphy Oil USA, Inc.	
Locations: 1590 Dunlawton Avenue 1596 Dunlawton Avenue	



Location Map
CITY OF PORT ORANGE
 DEPARTMENT OF COMMUNITY DEVELOPMENT



PROPOSED VACATION OF THE
NORTH AND SOUTH DRAINAGE EASEMENTS AT
PARCEL 3, WOODLAND CENTER TRACT 1 REPLAT AS RECORDED IN PLAT
BOOK 66, PAGES 173-176, PUBLIC RECORDS OF VOLUSIA COUNTY

LEGAL DESCRIPTION:

NORTH DRAINAGE EASEMENT:

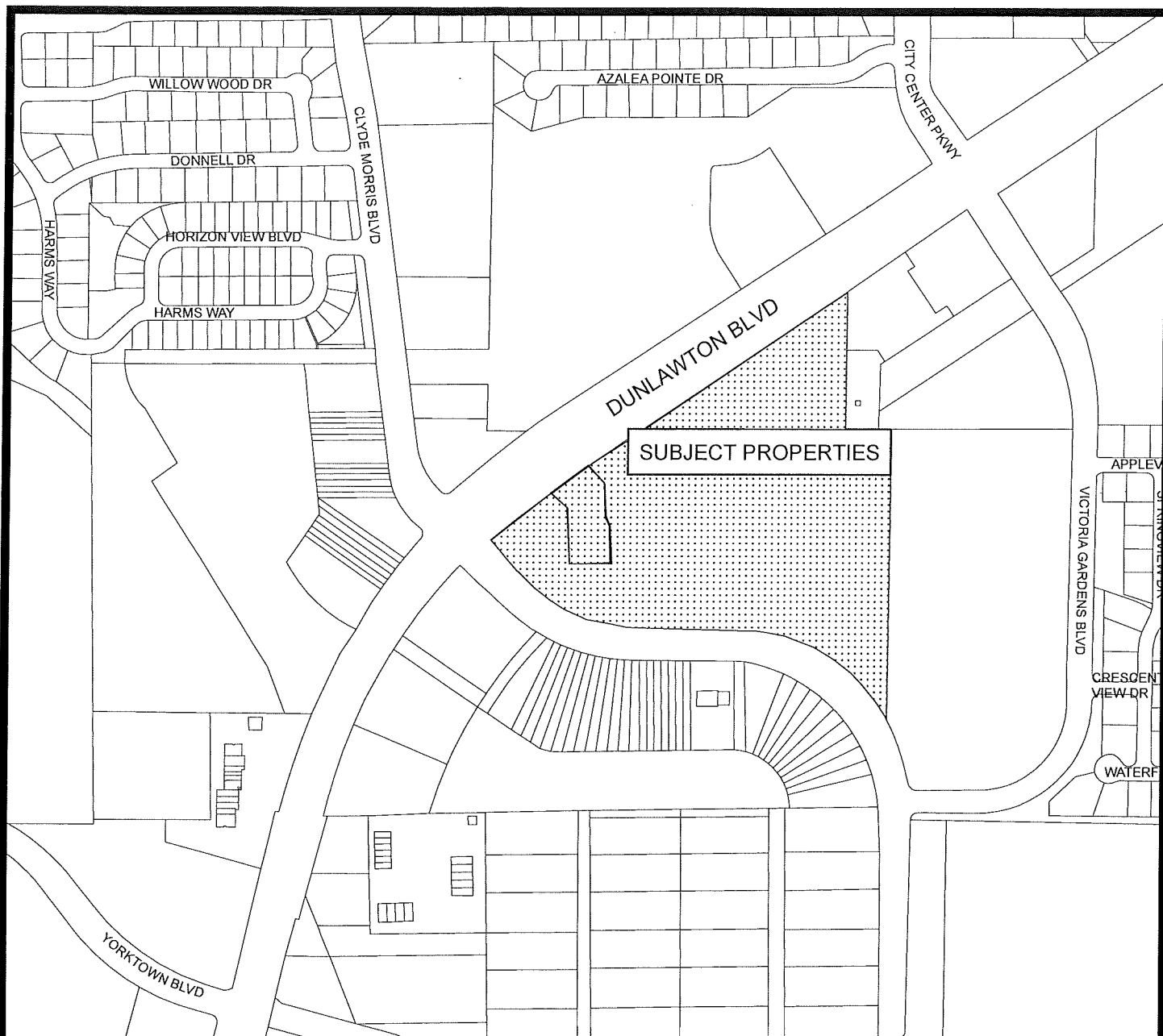
COMMENCE AT THE NORTHEAST CORNER OF PARCEL 3, WOODLAND CENTER TRACT 1 REPLAT AS RECORDED IN PLAT BOOK 56, PAGES 173-176, PUBLIC RECORDS OF VOLUSIA COUNTY; THENCE S45°00'35"E, A DISTANCE OF 72.60 FEET TO THE POINT OF BEGINNING; THENCE S45°00'35"E, A DISTANCE OF 2.07 FEET; THENCE S00°21'00"W, A DISTANCE OF 24.60 FEET; THENCE S47°26'54"W, A DISTANCE OF 40.54 FEET; THENCE S84°17'16"W, A DISTANCE OF 50.01 FEET; THENCE S19°02'33"W, A DISTANCE OF 66.05 FEET; THENCE S46°36'34"W, A DISTANCE OF 35.98 FEET; THENCE N00°00'00"E, A DISTANCE OF 27.21 FEET; THENCE N45°34'12"E, A DISTANCE OF 12.38 FEET; THENCE N19°02'33"E, A DISTANCE OF 73.95 FEET; THENCE N84°17'16"E, A DISTANCE OF 55.99 FEET; THENCE N47°26'54"E, A DISTANCE OF 50.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,874.2902 SQ.FT. (0.0889 ACRES)

SOUTH DRAINAGE EASEMENT:

COMMENCE AT THE NORTHEAST CORNER OF PARCEL 3, WOODLAND CENTER TRACT 1 REPLAT AS RECORDED IN PLAT BOOK 56, PAGES 173-176, PUBLIC RECORDS OF VOLUSIA COUNTY; THENCE S45°00'35"E, A DISTANCE OF 74.87 FEET; THENCE S00°21'00"W, A DISTANCE OF 113.90 FEET; THENCE S23°01'37"E, A DISTANCE OF 40.91 FEET; THENCE S00°00'18"E, A DISTANCE OF 34.86 FEET TO THE POINT OF BEGINNING; THENCE S00°10'50"W, A DISTANCE OF 19.86 FEET; THENCE N90°00'00"W, A DISTANCE OF 31.07 FEET; THENCE S19°06'39"W, A DISTANCE OF 76.47 FEET; THENCE S89°05'19"W, A DISTANCE OF 42.43 FEET; THENCE N19°29'17"W, A DISTANCE OF 75.98 FEET; THENCE S9°42'25"W, A DISTANCE OF 19.16 FEET; THENCE N00°00'00"E, A DISTANCE OF 20.00 FEET; THENCE N89°42'25"E, A DISTANCE OF 33.27 FEET; THENCE S19°29'17"E, A DISTANCE OF 76.81 FEET; THENCE N89°05'19"E, A DISTANCE OF 14.08 FEET; THENCE N19°06'39"E, A DISTANCE OF 75.71 FEET; THENCE S89°49'10"E, A DISTANCE OF 45.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,883.8728 SQ.FT. (0.1121 ACRES)



Case No.: 15-35000006

Applicants: Wal-Mart Stores East, LP
and Murphy Oil USA, Inc.

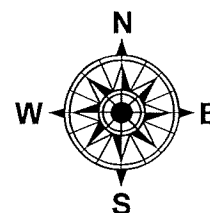
Locations: 1590 Dunlawton Avenue
1596 Dunlawton Avenue

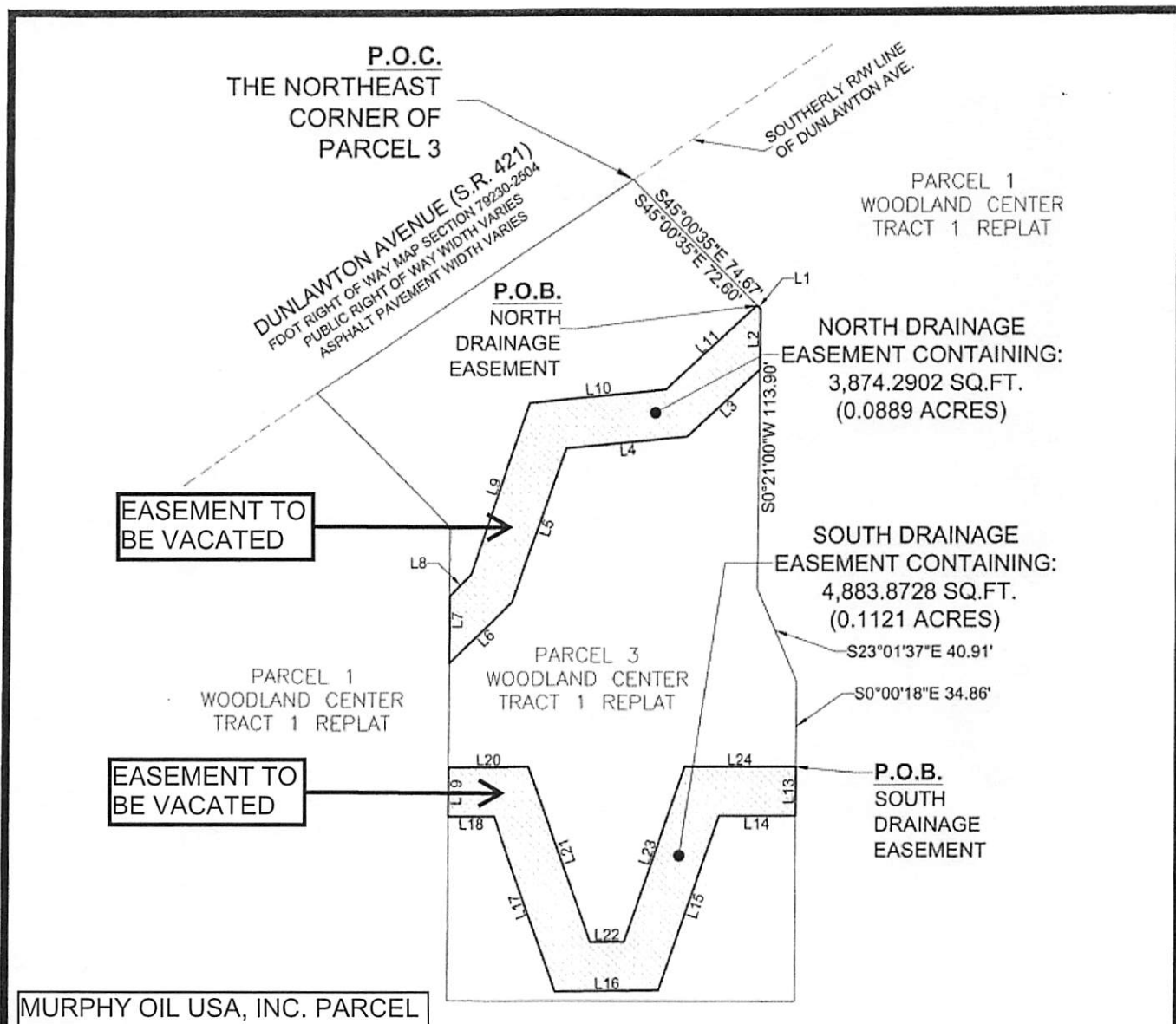
Requested Action: To vacate existing
Drainage Easements
located at 1590
Dunlawton Blvd. and
1596 Dunlawton
Blvd.



Location Map

CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT





Case No.: 15-35000006

Applicants: Wal-Mart Stores East, LP
and Murphy Oil USA, Inc.

Locations: 1590 Dunlawton Avenue
1596 Dunlawton Avenue

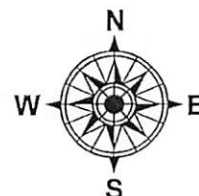
Requested Action: To vacate existing
Drainage Easements
located at 1590
Dunlawton Blvd. and
1596 Dunlawton
Blvd.



Location Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT



PROPOSED VACATION OF THE
NORTH AND SOUTH DRAINAGE EASEMENTS AT
PARCEL 3, WOODLAND CENTER TRACT 1 REPLAT AS RECORDED IN PLAT
BOOK 56, PAGES 173-176, PUBLIC RECORDS OF VOLUSIA COUNTY

LEGAL DESCRIPTION:

NORTH DRAINAGE EASEMENT:

COMMENCE AT THE NORTHEAST CORNER OF PARCEL 3, WOODLAND CENTER TRACT 1 REPLAT AS RECORDED IN PLAT BOOK 56, PAGES 173-176, PUBLIC RECORDS OF VOLUSIA COUNTY; THENCE S45°00'35"E, A DISTANCE OF 72.60 FEET TO THE POINT OF BEGINNING; THENCE S45°00'35"E, A DISTANCE OF 2.07 FEET; THENCE S00°21'00"W, A DISTANCE OF 24.60 FEET; THENCE S47°26'54"W, A DISTANCE OF 40.54 FEET; THENCE S84°17'16"W, A DISTANCE OF 50.01 FEET; THENCE S19°02'33"W, A DISTANCE OF 66.05 FEET; THENCE S46°38'34"W, A DISTANCE OF 35.88 FEET; THENCE N00°00'00"E, A DISTANCE OF 27.21 FEET; THENCE N45°34'12"E, A DISTANCE OF 12.38 FEET; THENCE N19°02'33"E, A DISTANCE OF 73.95 FEET; THENCE N84°17'16"E, A DISTANCE OF 55.99 FEET; THENCE N47°26'54"E, A DISTANCE OF 50.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,874.2902 SQ.FT. (0.0889 ACRES)

SOUTH DRAINAGE EASEMENT:

COMMENCE AT THE NORTHEAST CORNER OF PARCEL 3, WOODLAND CENTER TRACT 1 REPLAT AS RECORDED IN PLAT BOOK 56, PAGES 173-176, PUBLIC RECORDS OF VOLUSIA COUNTY; THENCE S45°00'35"E, A DISTANCE OF 74.67 FEET; THENCE S00°21'00"W, A DISTANCE OF 113.90 FEET; THENCE S23°01'37"E, A DISTANCE OF 40.91 FEET; THENCE S00°00'18"E, A DISTANCE OF 34.86 FEET TO THE POINT OF BEGINNING; THENCE S00°10'50"W, A DISTANCE OF 19.86 FEET; THENCE N80°00'00"W, A DISTANCE OF 31.07 FEET; THENCE S19°08'39"W, A DISTANCE OF 75.47 FEET; THENCE S89°05'13"W, A DISTANCE OF 42.43 FEET; THENCE N19°29'17"W, A DISTANCE OF 75.98 FEET; THENCE S89°42'25"W, A DISTANCE OF 19.16 FEET; THENCE N00°00'00"E, A DISTANCE OF 20.00 FEET; THENCE N89°42'25"E, A DISTANCE OF 33.27 FEET; THENCE S19°29'17"E, A DISTANCE OF 75.81 FEET; THENCE N89°05'13"E, A DISTANCE OF 14.06 FEET; THENCE N19°06'39"E, A DISTANCE OF 75.71 FEET; THENCE S89°49'10"E, A DISTANCE OF 45.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,883.8728 SQ.FT. (0.1121 ACRES)

Prepared by
Matthew J. Jones, Esq.
Assist. City Attorney
1000 City Center Circle
Port Orange, FL 32129

Return to:
Attention: Records Clerk
City of Port Orange
1000 City Center Circle
Port Orange FL 32129-4144

A portion of Parcel No. 6317-20-00-0010

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT ("Release") is made this _____ day of _____, 2016, between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, located in Volusia County, Florida, mailing address: 1000 City Center Circle, Port Orange FL 32129, hereinafter sometimes referred to as "City"; and **Wal-Mart Stores East, L.P.**, whose mailing address is 702 SW 8th Street, Bentonville, Arkansas 72716, referred to as "Owner".

WITNESSETH: That the City, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release, and quit claim unto Owner, its successors and assigns forever, all the right, title, interest, claim and demand which the City acquired by virtue of that certain **Perpetual Stormwater Drainage, Maintenance and Access Easement recorded at Official Records Book 7133, Page 1365, Public Records of Volusia County, Florida**, as to the lot, piece or parcel of land described as 1590 Dunlawton Avenue, Port Orange, Florida 32127, and sometimes described as parcel number 6317-20-00-0010, situated, lying and being in the City of Port Orange, County of Volusia, State of Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the City, either in law or in equity to the only proper use, benefit and behoof of Owner forever.

[Remainder of Page Left Blank]

IN WITNESS WHEREOF, the City has hereunto caused this Release of Easement to be executed under seal and on its behalf the day and year first above written.

Signed, sealed and delivered in our presence:

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

By: _____
Allen Green, Mayor

Printed Witness Name:

Printed Witness Name:

Printed Witness Name:

Printed Witness Name:

Attest: _____
Robin L. Fenwick, CMC, City Clerk
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Release of Easement was acknowledged before me this _____ day of _____, 2016, by Allen Green, as Mayor, who executed the foregoing instrument on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who: ☐ is personally known to me, or ☐ has provided the following identification _____.

Notary Public, State of Florida at Large
Printed Name, Commission and Term Expiration Date:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Release of Easement was acknowledged before me this _____ day of _____, 2016, by Robin L. Fenwick, CMC, as City Clerk, who executed the foregoing instrument on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who: ☐ is personally known to me, or ☐ has provided the following identification _____.

Notary Public, State of Florida at Large
Printed Name, Commission and Term Expiration Date:

Document Prepared by:
Matthew Jones, Assistant City Attorney
1000 City Center Circle
Port Orange, FL 32129

RETURN RECORDED DOCUMENT TO:
Attention: Records Clerk
CITY OF PORT ORANGE
1000 City Center Circle
Port Orange, FL 32129-4144

Portion of Parcel No. 6317-20-00-0010

Space Reserved For Recording Data

**PERPETUAL STORMWATER DRAINAGE,
MAINTENANCE AND ACCESS EASEMENT**

THIS INDENTURE made this 3rd day of June, 2015, by and between WAL-MART STORES, EAST, LP a Delaware Limited Partnership, whose mailing address is 702 SW 8th Street, Bentonville, Arkansas 72716 as "Grantor," and the CITY OF PORT ORANGE, FLORIDA, a chartered municipal corporation, having its principal place of business located at 1000 City Center Circle, Port Orange FL 32129 in Volusia County, Florida, as "Grantee."

WITNESSETH

That the Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, has granted, sold and conveyed, and by these presents does hereby grant, sell and convey unto the Grantee, its successors and assigns, a perpetual stormwater drainage, maintenance and access easement (hereinafter referred to as the "Easement") over the storm drainage pipe(s), for stormwater control and retention, together with attendant access, ingress/egress and customary public uses over, under, through, across and along certain real property located in Volusia County, Florida, as more particularly described and graphically depicted on the attached Exhibit "A", Exhibit "B", Exhibit "C" and Exhibit "D", consisting of four (1) page per exhibit, comprised of the sketch and legal descriptions prepared by Walter J. Smith, Professional Surveyor, Florida License No. 4807, of OMC Surveying and Mapping, LLC and referred to hereafter as the "Easement Premises."

The purpose of this Easement hereby grants to the Grantee as follows:

1. The perpetual right to enter upon the Easement Premises to access, construct, install, operate, maintain, repair, replace and remove underground utilities, and more specifically, a storm drainage system, including underground storm water drainage lines or pipes for the purpose of conveying stormwater through, under, over and across said property, together with the right to excavate and refill ponds, ditches, trenches and swales within the described Easement; and

This document is accepted and recorded by the City of Port Orange without the benefit of title examination or survey; such acceptance shall not constitute a waiver of compliance with local and general laws regulating the subject property.

2. Access, ingress and egress for emergency vehicles and government services within the described Easement Premises and over the adjoining lands of the Grantor for the purposes granted herein.

TO HAVE AND TO HOLD the same unto said Grantee and its successors and assigns, together with the right to enter upon the Easement Premises and to construct and maintain public uses thereon, with all such fills, cuts, drains, pipelines, ditches, trenches, swales and other incidents which said Grantee may deem necessary or convenient in connection therewith.

Grantor covenants to the Grantee that Grantor holds fee simple ownership of the Easement Premises; and, further agrees that Grantor, its successors and assigns, shall not place any buildings, structures or trees on the Easement Premises and the Grantee shall not be liable for their removal if they are so placed.

Grantee covenants and agrees that upon completion of any maintenance or repair required of the underground stormwater system, the Grantee shall restore the surface of the Easement Premises to the condition in which it existed immediately prior to such activities, at Grantors' expense.

Notwithstanding the foregoing, the Grantor or its successors and assigns, shall be responsible for maintenance of the storm drainage pipe(s), and all other storm drainage system components. In the event the Grantor or its successors and assigns fail to properly maintain the stormwater drainage system, the Grantee shall take corrective measures as deemed necessary in the sole discretion of the Grantee to maintain and repair the storm drainage system; however, the Grantee shall not be obligated to either maintain or repair the improvements and the Grantee shall not be liable for either undertaking or failing to maintain or repair the improvements. All costs and expenses of the Grantee resulting from maintenance, repair and restoration of the improvements, including administrative expenses, attorney's fees and costs, and expenses incurred in establishing a lien and operating a special assessment, shall be chargeable to and assessed by the Grantee jointly and severally against all owners of record for property lying within Exhibit "A." THE DECLARATIONS, ACKNOWLEDGEMENTS, WARRANTIES AND AGREEMENTS CONTAINED HEREIN SHALL RUN WITH THE LAND DESCRIBED IN EXHIBIT "A" HERETO AND SHALL BE BINDING ON THE GRANTOR AND ON ALL PERSONS (INCLUDING CORPORATIONS, ASSOCIATIONS, TRUSTS, AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE LAND, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE LAND IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.

It is expressly understood and agreed that the terms, covenants and conditions of this Easement shall be and constitute covenants running with and binding upon the Easement Premises and shall constitute an obligation on the Easement Premises regardless of title or ownership thereof and regardless of any future change which may take place therein.

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

Signed in the presence of:
Witnesses as to Grantor

GRANTOR:
Wal-Mart Stores East, LP
a Delaware Limited Partnership

Brandon Massey
Name: Brandon Massey

By: J. Scott Greer
Name: J. Scott Greer
Title: Senior Director

Nathan Hamblen
Name: Nathan Hamblen

Date: June 3rd, 2015

STATE OF Arkansas
COUNTY OF Benton

The foregoing PERPETUAL STORMWATER DRAINAGE, MAINTENANCE AND ACCESS EASEMENT instrument was sworn to and acknowledged before me this 3rd day of June, 2015, by J. Scott Greer, in his representative capacity as Senior Director of Wal-Mart Stores, East, LP a Delaware Limited Partnership, the Grantor named in the foregoing Easement who hereby acknowledges that he has full power and authority to convey interests in the above-described real property as the fee simple record title holder, and who: ☒ is personally known to me, or ☐ has produced _____ as identification.

Dawn Michelle Griggs
Notary Public, State of ~~Florida~~ Arkansas at Large
Printed name of Notary, Commission, Seal and Expiration Date:

DAWN MICHELLE GRIGGS
NOTARY PUBLIC
Benton County, Arkansas
My Commission Expires 8/15/2021
Commission Number 12303643

EXHIBIT "C"

SKETCH OF SURVEY

FOR PROPOSED 20' DRAINAGE EASEMENT
AT TRACT 1, WOODLAND CENTER AS RECORDED IN PLAT BOOK 42, PAGE 17,
PUBLIC RECORDS OF VOLusia COUNTY, AND BEING A PORTION OF SECTION
17, TOWNSHIP 16 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLusia
COUNTY, FLORIDA.

LEGAL DESCRIPTION:**20' DRAINAGE EASEMENT:**

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF
DUNLAWTON AVENUE AND NORTH RIGHT OF WAY LINE OF CLYDE MORRIS
BOULEVARD; THENCE ON AND ALONG THE SOUTH RIGHT OF WAY LINE OF
DUNLAWTON AVENUE, BEING A CURVE TO THE RIGHT HAVING A RADIUS OF
1841.86 FEET, THENCE ON AND ALONG SAID CURVE A DISTANCE OF 288.31 FEET,
THROUGH A CENTRAL ANGLE OF 08°58'40", AND HAVING A CHORD BEARING OF
N51°59'41"E, A DISTANCE OF 288.31 FEET; THENCE LEAVING SAID RIGHT-OF-WAY
LINE, S45°06'42"E, A DISTANCE OF 77.66 FEET; THENCE S00°00'00"E, A DISTANCE
OF 27.97 FEET TO THE POINT OF BEGINNING; THENCE S46°45'36"W, A DISTANCE
OF 85.00 FEET; THENCE S43°10'40", A DISTANCE OF 20.00 FEET; THENCE
N46°36'37"E, A DISTANCE OF 66.38 FEET; THENCE N00°00'00"E, A DISTANCE OF
27.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 1506.327 SQ.FT. (0.0346 ACRES)

N46°36'37"E 66.38'

20' DRAINAGE EASEMENT
CONTAINING:
1506.327 SQ.FT.
(0.0346 ACRES)

SITE MAP

NOT TO SCALE

CERTIFIED

Wad-Matt Survey, Inc. is a professional land surveying firm
partnering with the City of Port Orange, Florida, to provide
surveying services for the City of Port Orange and
its various departments.

LEGEND:	
1. ANGLE/LENGTH	
2. CURVE DATA	
3. CURVE LABEL	
4. NON-ADJACENT	
5. POINT OF BEGINNING	
6. POINT OF ENDING	
7. POINT OF INTERSECTION	
8. POINT OF TANGENCY	
9. POINT OF VERTICAL CURVE	
10. POINT OF VERTICAL CURVE	
11. POINT OF VERTICAL CURVE	
12. POINT OF VERTICAL CURVE	
13. POINT OF VERTICAL CURVE	
14. POINT OF VERTICAL CURVE	
15. POINT OF VERTICAL CURVE	
16. POINT OF VERTICAL CURVE	
17. POINT OF VERTICAL CURVE	
18. POINT OF VERTICAL CURVE	
19. POINT OF VERTICAL CURVE	
20. POINT OF VERTICAL CURVE	

DATE	BY	FOR
11/11/2015	WAD-MATT SURVEY, INC.	FOR
11/11/2015	WAD-MATT SURVEY, INC.	FOR
11/11/2015	WAD-MATT SURVEY, INC.	FOR
11/11/2015	WAD-MATT SURVEY, INC.	FOR
11/11/2015	WAD-MATT SURVEY, INC.	FOR
11/11/2015	WAD-MATT SURVEY, INC.	FOR
11/11/2015	WAD-MATT SURVEY, INC.	FOR
11/11/2015	WAD-MATT SURVEY, INC.	FOR
11/11/2015	WAD-MATT SURVEY, INC.	FOR
11/11/2015	WAD-MATT SURVEY, INC.	FOR

DATE	BY	FOR
11/11/2015	WAD-MATT SURVEY, INC.	FOR
11/11/2015	WAD-MATT SURVEY, INC.	FOR
11/11/2015	WAD-MATT SURVEY, INC.	FOR
11/11/2015	WAD-MATT SURVEY, INC.	FOR
11/11/2015	WAD-MATT SURVEY, INC.	FOR
11/11/2015	WAD-MATT SURVEY, INC.	FOR
11/11/2015	WAD-MATT SURVEY, INC.	FOR
11/11/2015	WAD-MATT SURVEY, INC.	FOR
11/11/2015	WAD-MATT SURVEY, INC.	FOR
11/11/2015	WAD-MATT SURVEY, INC.	FOR

TITLE	LOCATION
SKETCH OF SURVEY	SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST
PROPOSED 20' DRAINAGE EASEMENT	
AT	
TRACT 1, WOODLAND CENTER AS RECORDED IN PLAT	
BOOK 42, PAGE 17, PUBLIC RECORDS OF VOLusia	
COUNTY	

TITLE	LOCATION
SKETCH OF SURVEY	SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST
PROPOSED 20' DRAINAGE EASEMENT	
AT	
TRACT 1, WOODLAND CENTER AS RECORDED IN PLAT	
BOOK 42, PAGE 17, PUBLIC RECORDS OF VOLusia	
COUNTY	

R:1841.86'
Δ:08°58'40"
L:288.31'
CHORD:288.31'
CHORD BEARING:N51°58'41"E

DUNLAWTON AVENUE (S.R. 421)
PUBLIC RIGHT OF WAY MAP SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST
ASPHALT PAVEMENT WIDTH VARIES
SOUTH RIGHT OF WAY MAP SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST
SOUTH RIGHT OF WAY MAP SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST
SOUTH RIGHT OF WAY MAP SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST

P.O.C.
THE INTERSECTION OF THE
SOUTHERLY RIGHT OF WAY OF
DUNLAWTON AVENUE AND
NORTH RIGHT OF WAY LINE OF
CLYDE MORRIS BOULEVARD

CLYDE MORRIS BLVD.
N.T.S.
NOT TO SCALE

THIS IS NOT A SURVEY



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/19/2016

Consent item: Yes

SUBJECT: Resolution No. 16-7 - Adopting the 2016 Volusia Multi-Jurisdictional Program for Public Information

DEPARTMENT: Community Development

GOAL: 5 - Public Safety, 6 - Organizational Excellence

OBJECTIVE: N/A, 4 - Increase 2-way communication with citizens

RECOMMENDED MOTION: Move to approve Resolution No. 16-7, adopting the 2016 Volusia County Multi-Jurisdictional Program for Public Information Plan and authorize the Mayor and City Clerk to execute the Resolution.

SUMMARY: The City participates in the National Flood Insurance Program's (NFIP) Community Rating System (CRS) which helps to reduce the cost of flood insurance for its residents. The CRS program requirements were revised by the NFIP in 2013 to include new credible activities, one of which is a Program for Public Information (PPI) Plan. The PPI is a coordinated flood hazard outreach program for the purpose of building community resilience to flooding by improving communication with citizens and providing information about flood hazards, flood safety, flood insurance and ways to protect property and natural floodplain functions to those who can benefit from the information. The CRS program requirements provide extra benefit for partnering with other jurisdictions to develop and implement a PPI Plan covering a broader, multi-jurisdictional area. The plan will become effective once all jurisdictions have adopted it.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Reso. No. 16-7	Reso. No. 16-7.pdf

Momberger, Margaret
Burman, Tim
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 01/06/2016
Approved - 01/06/2016
Approved - 01/13/2016
Final Approval - 01/13/2016

RESOLUTION NO. 16-7

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA,
ADOPTING THE VOLUSIA COUNTY MULTI-
JURISDICTIONAL PROGRAM FOR PUBLIC
INFORMATION PLAN, AND SETTING FORTH AN
EFFECTIVE DATE.

WHEREAS, areas of the City of Port Orange are vulnerable to coastal and riverine flooding that significantly threaten the safety of residents; and

WHEREAS, the National Flood Insurance Program (NFIP) provides federally supported flood insurance in communities that regulate development in floodplains; and

WHEREAS, the Community Rating System (CRS) rewards communities that exceed the minimum requirements of the NFIP that help citizens prevent or reduce flood losses; and

WHEREAS, the CRS program requirements were revised by the NFIP in 2013 to include new creditable activities, one of which is to develop and implement a Program for Public Information (PPI) Plan, a coordinated flood hazard outreach program for the purpose of building community resilience to flooding; and

WHEREAS , the CRS program requirements provide extra benefit for partnering with other jurisdictions to develop and implement a PPI Plan covering a broader, multi-jurisdictional area; and

WHEREAS: the City of Port Orange joined with its neighboring CRS communities, Volusia County, Daytona Beach, Daytona Beach Shores, Deltona,

Edgewater, New Smyrna Beach, Ponce Inlet, Ormond Beach, and South Daytona, to develop the Multi-Jurisdictional PPI Plan 2016 that provides a comprehensive, coordinated approach to improving communication with citizens to reduce injury and damage to property from future floods; and

WHEREAS, the City Council finds the Plan consistent with its goals and objectives in reducing the potential for personal/property losses in floodprone areas and ensuring the lowest possible flood insurance premiums for property owners.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, FLORIDA:

SECTION 1. The City Council hereby adopts the Volusia County Multi-Jurisdictional Program for Public Information Plan attached hereto as Exhibit "A".

SECTION 2. This Resolution shall take effect immediately upon its adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

2016 Volusia Multi-Jurisdictional Program for Public Information

**(CRS Communities of Daytona Beach, Daytona Beach Shores, Deltona, Edgewater, New
Smyrna Beach, Ormond Beach, Ponce Inlet, Port Orange, South Daytona, and
unincorporated area of Volusia County)**

Prepared by:

Ormond Beach Planning Department in coordination
with the Multi-Jurisdictional PPI Committee Members

November 2015

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I. Background

The Federal Emergency Management Agency (FEMA) National Flood Insurance Program (NFIP) provides federally supported flood insurance in communities that regulate development in floodplains. All Volusia County communities participate in the NFIP allowing all property owners to acquire federal flood insurance policies. The Community Rating System (CRS) is a voluntary program under the NFIP that qualifies participating communities for reduced rates on flood insurance policies. The rating system is based on 19 activities that receive credit points by implementing local mitigation, outreach, and educational activities that go well beyond minimum NFIP requirements. Volusia County and the jurisdictions of Daytona Beach, Daytona Beach Shores, Deltona, Edgewater, Holly Hill, New Smyrna Beach, Ormond Beach, Ponce Inlet, Port Orange, and South Daytona currently participate in the CRS. Table 1 shows the CRS Class for each participating community and the applicable discount potential for properties located in a Special Flood Hazard Area and the current savings to policyholders.

Community Name	CRS Entry Date	Current Class	% Discount for properties in Special Flood Hazard Areas	% Discount outside Special Flood Hazard Areas	Total Savings in Premiums for Flood Policy Holders⁽³⁾
DAYTONA BEACH	10/1/94	6	20	10	\$291,865
DAYTONA BEACH SHORES	10/1/92	6	20	10	\$90,061
DELTONA ⁽¹⁾	05/1/15	9	5	5	\$11,133
EDGEWATER	10/1/92	7	15	5	\$26,288
HOLLY HILL	10/1/94	6	20	10	\$52,633
NEW SMYRNA BEACH	10/1/91	7	15	5	\$354,570
ORMOND BEACH	10/1/92	6	20	10	\$251,236
PONCE INLET	05/1/04	5	25	10	\$136,367
PORT ORANGE ⁽²⁾	10/1/92	7	15	5	\$162,734
SOUTH DAYTONA	10/1/92	7	15	5	\$47,046
VOLUSIA COUNTY	10/1/93	5	25	10	\$698,597
TOTAL SAVINGS AS OF MAY 1, 2015					\$2,122,530

Note: ⁽¹⁾ New CRS Community

⁽²⁾ Port Orange just improved to a Class 5 which will become effective May 2016. Current savings as Class 7 is \$136,367. The savings will increase to approximately \$273,315 as a Class 5 community.

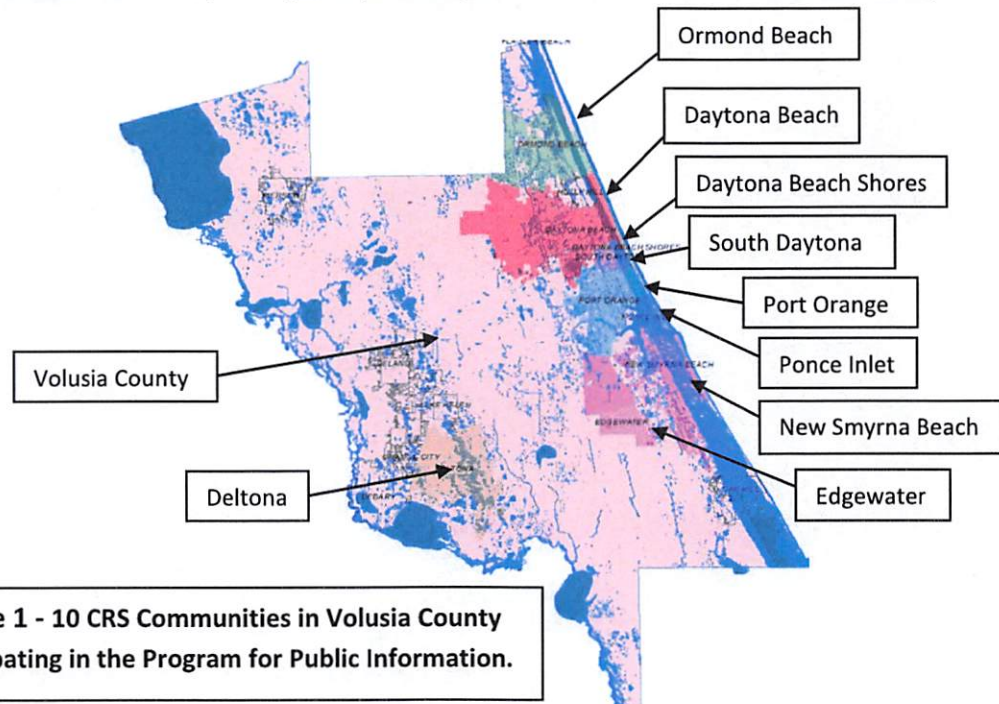
⁽³⁾ Savings are based on current policies and the Community Class Rating as of May 1, 2015.

Table 1 indicates that most communities have been participating in the CRS Program since the early 1990s. The flood policy discounts range according to the community class rating and flood zone. The total savings for all communities that participate in the CRS is approximately \$2,122,530 based on flood policies in effect as of May 1, 2015. Therefore, property owners benefit greatly by living in a CRS community.

Additionally, every community in Volusia County participates in the Local Mitigation Strategy (LMS). The LMS was developed following the passage of the Disaster

Mitigation Act of 2000 (DMA 2000). DMA 2000 emphasizes the need for state and local government entities to closely coordinate on mitigation planning activities as a specific eligibility requirement for any local government applying for federal mitigation grant funds. In order to receive federal mitigation funding, participation in the Volusia LMS is required. The 2015 Volusia County Multi-Jurisdictional Local Mitigation Strategy is a comprehensive document that not only includes the Hazard Mitigation Plan and the Integrated Floodplain Management Plan but the Volusia County Flood Warning Program as well.

The Volusia County Local Mitigation Strategy Committee meets quarterly in order to guide the LMS planning process and review and monitor the initiatives. At the March 11, 2015, quarterly LMS meeting, the County initiated a discussion with all of the attendees to determine interest in participating in the Program for Public Information (PPI). The PPI was introduced by the Federal Emergency Management Agency as a new planning tool to provide a step-by-step coordinated approach to flood hazard outreach. The PPI can be developed and implemented by a single community or with other communities as a multi-jurisdictional effort. The purpose is the same: to improve communication with citizens, and to provide information about flood hazards, flood safety, flood insurance and ways to protect property and natural floodplain functions to those who can benefit from it. The intent of the CRS program, and the PPI, is to reduce injury and damage to property from future floods. Coordination between jurisdictions through a Multi-Jurisdictional Program for Public Information (MJ-PPI) further increases efficiency in resource use and improves communication with citizens. All CRS communities realize an opportunity in collaborating to develop a multi-jurisdictional plan as a natural progression and integration of existing programs. All of the CRS communities except for Holly Hill were able to participate (See Figure 1 – The 10 CRS Communities).



Reducing future flood damage requires a partnership with the public, and an educated public is an important component for success. A MJ-PPI Plan can offer participating communities the benefits of clear, coordinated messages and a more comprehensive approach in getting information out in a consistent, cost-effective manner.

II. Multi-Jurisdictional PPI Committee

After the cities and County agreed to work together to develop and implement the PPI plan, staff from each jurisdiction recruited active members of their communities including representatives of the insurance, lending, and real estate agencies and floodplain residents to serve on the MJ-PPI Committee. The County and City of Ormond Beach emailed information to help communicate the role and expectations of committee members and the benefits of the effort. The committee recruitment was successful and led to a committee of 10 governmental representatives and 10 nongovernmental stakeholders with representation as follows:

Table 2 - Volusia Multi-Jurisdictional PPI Committee Membership		
Governmental Representative	Nongovernmental Stakeholder	Community Representing
Kimberly Dixon	Bobbi Barlow, Insurance Rep.	Daytona Beach
William Rotella	Bill Dryer	Daytona Beach Shores
Scott McGrath	David Hamstra, Engineer	Deltona
Tabitha Russell	Donna Snow, Lending Agency	Edgewater
Becky Weedo	Mary Hamilton, HOA, Floodplain Resident	Ormond Beach
Kyle Fegley	Todd Perry, Insurance Rep.	New Smyrna Beach
Robert Bailey	Skip White	Ponce Inlet
Margaret Momberger	Sonya Laney	Port Orange
Jeanne Willard , PIO	Jim Allender, Insurance Rep.	South Daytona
Larry LaHue, Floodplain Manager	Denise Hutchinson, Realtor	Volusia County

The role of the committee members was to assist in developing the MJ-PPI plan by providing feedback, from their perspective, on areas of their larger community that should be targeted for outreach, what type of message should be delivered and how often. Committee members were also asked to share information on any efforts related to this work that have occurred or are occurring within their communities. County and Ormond Beach staff members developed the agendas and facilitated the committee meetings. Prior to setting each meeting date, the committee members were surveyed for their availability to ensure that the committee's efforts met the attendance requirements outlined in the new CRS manual.

The first meeting of the Multi-Jurisdictional PPI was held on June 10, 2015, at the County Lifeguard Headquarters and Administrative Center in Daytona Beach. The

agenda followed steps one and two of the seven step plan outlined in the 2013 CRS Manual, pages 330-11 through 330-19, corresponding to the “information gathering” work on which the PPI would be based. During this meeting, a decision was first needed to determine if the Coverage Plan from CRS Activity 370 would be included in the PPI. The group voted approval. Next, the ten communities were provided summary information from the Volusia County Integrated Floodplain Management Plan which highlighted the flood hazards countywide. Basically, the flood hazards identified are due to riverine flooding and storm surge due to coastal storm events. The flooding primarily occurs in areas in the 100-year floodplain, but properties outside the Special Flood Hazard Area are impacted as well. Therefore, the committee formed the consensus that all properties in Volusia County are susceptible to flooding and are considered target areas.

Each participating jurisdiction provided information on current public information efforts. Some projects are community specific, but many are regional projects of which not all communities were aware. The Committee members brainstormed on additional opportunities for collaboration. Many great ideas were discussed and additional outreach initiatives were identified.

The second meeting was held on September 9, 2015, at the County Lifeguard Headquarters and Administrative Center in Daytona Beach. The agenda followed steps three through five of the seven step plan outlined in the 2013 CRS Manual, corresponding to the “program development” phase. During this meeting, members reviewed the six messages of the newly revised CRS program and matched the topics to the three target audiences, developing specific messages. This work is detailed under the “Target Audiences” section below. The Committee informally inventoried related efforts that were already taking place in the community, and noted where the existing projects could fit in the PPI Plan, or how they could be modified to serve the overall effort in a better way. The discussion shifted to program development. Representatives from the jurisdictions and organizations discussed what actions could be taken to deliver specific messages to the target audiences. The outcome of this work is presented in Table 8.

III. Community Needs Assessment

A. Community Profile

Volusia County is located in the central portion of the Florida east coast. The land area of Volusia County is approximately 1,210 square miles with 50 miles of Atlantic Ocean shoreline. Along the eastern side of the County, the Halifax River and the Indian River/Mosquito Lagoon form long, narrow estuaries which separate the County’s mainland from its barrier island. Ponce DeLeon Inlet, located near the middle of the coastline, serves as the County’s only inlet through the barrier island and the major passage through which Atlantic tides and storm surge propagate into the estuaries. The Tomoka River and St. Johns River are other major estuaries in the County.

Volusia County has a subtropical climate, with long, warm, and humid summers and short, mild winters. The average annual precipitation is approximately 48 inches. Over half of the rainfall occurs June 1st through November 30th, designated as the "Atlantic hurricane season."

There are sixteen incorporated areas within Volusia County, of which Deltona is the largest in terms of population. There are 11 CRS communities in Volusia County. The participating jurisdictions in this plan include Daytona Beach, Daytona Beach Shores, Deltona, Edgewater, New Smyrna Beach, Ormond Beach, Ponce Inlet, Port Orange, South Daytona, and the unincorporated area of Volusia County (see Figure 1, p. 4).

Table 3 shows the 2010 populations of the CRS participating cities and unincorporated area within Volusia County along with the 2014 population estimates provided by the Bureau of Economic Business Research (BEBR), University of Florida. The change from 2010 to 2014 represents a total growth rate of approximately one percent compared to the State percent change of 5.8 percent.

Jurisdiction	2010	2014 Population Estimate
Daytona Beach	61,005	62,622
Daytona Beach Shores	4,247	4,264
Deltona	85,182	86,360
Edgewater	20,750	20,748
New Smyrna Beach	19,537	23,834
Ormond Beach	38,137	39,455
Ponce Inlet	3,032	3,039
Port Orange	56,048	57,467
South Daytona	12,252	12,373
Unincorporated	119,642	115,057
Total	358,827	362,597

B. Flood Hazards

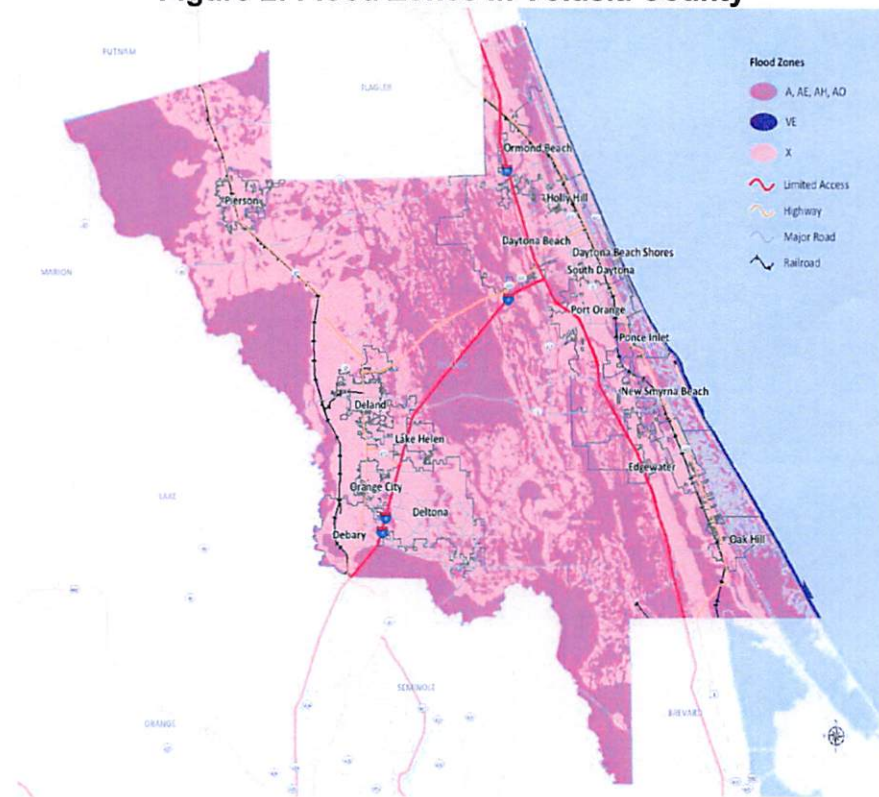
The 2015 Volusia County Multi-Jurisdictional Local Mitigation Strategy identifies thirteen individual hazards categorized as atmospheric, hydrologic, geologic, and other. Flooding is the most frequent and costly natural hazard in the Volusia County area.

Flooding in Volusia County results from tidal surges associated with hurricanes, nor'easters, and tropical storm activity and from overflow from streams and swamps associated with rainfall runoff. Major rainfall events occur from hurricanes, tropical storms, and thundershowers associated with frontal systems. During periods of intensive rainfall, smaller streams tend to reach peak flood flow concurrently due to relatively short time of concentration, with elevated tailwater conditions associated with coastal storm surge. This greatly increases the likelihood of inundation of low-lying areas along the coast. Areas along the Halifax River, Tomoka River, Indian River, and Mosquito Lagoon are particularly vulnerable to this flooding. In the western part of the

County, the St. Johns River periodically causes flooding from tidal surges and major rainfall events associated with hurricanes, tropical storms, and extended periods of heavy rainfall, such as during the warm phase of El Nino Southern Oscillation.

Figure 2 illustrates the location and extent of currently mapped Special Flood Hazard Areas for Volusia County based on best available FEMA Digital Flood Insurance Rate Map (DFIRM) data. This includes Zones A/AE/AH/AO (100-year floodplain), Zone VE (100-year coastal flood zones, associated with wave action) and Zone X (500-year floodplain). It is important to note that while FEMA digital flood data is recognized as best available data for planning purposes, it does not always reflect the most accurate and up-to-date flood risk. Impacts have included flooding of hundreds of homes, schools, and roads, including the blockage of I-95 in Ormond Beach during a 2004 flash flood. Flooding and flood related losses often do occur outside of delineated special flood hazard areas.

Figure 2: Flood Zones in Volusia County



Areas countywide can be flooded from overwhelmed rivers, creeks, coastal sources, sheet flow, and local drainage ways. While the official FEMA Flood Insurance Rate Map designates the deeper riverine and coastal flood prone areas as A, AE, AH or VE Zones (shown as dark pink and dark purple in Figure 2), the Committee concluded that all properties are subject to flooding and the PPI should strive to reach all residents and businesses in the multi-jurisdictional Volusia County area. In addition, the PPI will specifically target properties in the floodplain and repetitive loss areas.

IV. Flood Insurance Coverage Assessment

A. Flood Insurance Coverage by Jurisdiction

In order to determine the level of flood insurance coverage in the Volusia Multi-Jurisdictional area, the most recent flood insurance policy data provided by FEMA was used, along with GIS information. Using the data, current flood insurance policies were plotted on a map as shown below.

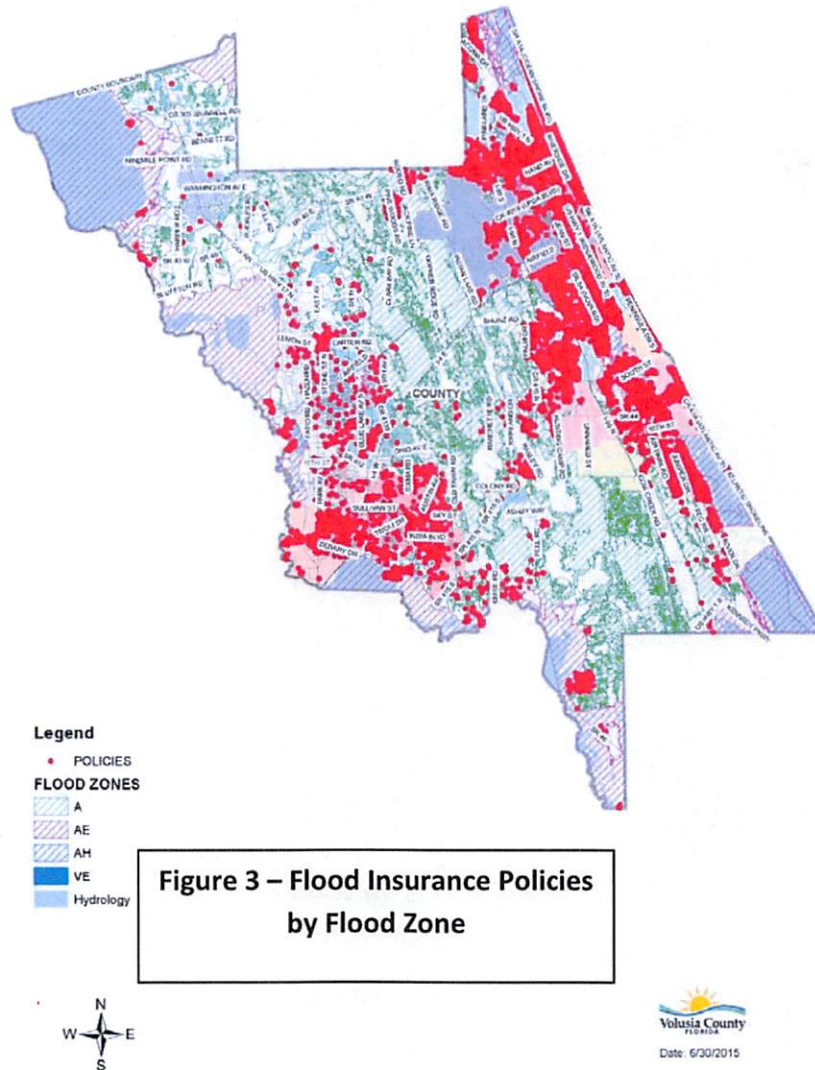


Table 4 summarizes the two key statistics of policies in force in the Special Flood Hazard Area and past claims by jurisdiction.

Table 4: Flood Insurance Data in the SFHA by Jurisdiction (as of 5/31/15)					
CID	Community Name	# of Policies within SFHA in force	Insurance in Force	\$ of Closed Paid Losses Within the SFHA	\$ of Closed Paid Losses Outside the SFHA
125099	DAYTONA BEACH	2557	\$476,679,500	\$2,472,789.29	\$7,015,899.20
125100	DAYTONA BEACH SHORES	12	\$2,225,600	\$41,004.28	\$224,808.42
120677	DELTONA	274	\$56,052,600	\$101,646.34	\$233,027.33
120308	EDGEWATER	215	\$49,720,100	\$128,314.08	\$374,352.14
125132	NEW SMYRNA BEACH	3052	\$651,632,300	\$1,404,571.96	\$2,073,440.28
125136	ORMOND BEACH	972	\$243,447,800	\$1,980,232.01	\$2,195,323.32
120312	PONCE INLET	509	\$130,655,300	\$536,882.21	\$264,948.80
120313	PORT ORANGE	1253	\$274,309,300	\$5,408,479.79	\$1,969,063.85
120314	SOUTH DAYTONA	424	\$94,978,600	\$1,371,775.65	\$2,817,071.31
125155	VOLUSIA COUNTY	3514	\$798,152,000	\$9,311,008.39	\$3,694,913.44
Total		12,782	\$2,777,853,100	\$22,756,704.00	\$20,862,848.09

Table 5 compares the number of policies in Table 4 with the number of buildings by jurisdictions.

Table 5: Percentage of Buildings Insured						
CID	Community Name	# of Buildings within SFHA	# of Policies within SFHA	% Insured within SFHA	Total # of Policies	Total # of Policies Outside the SFHA
125099	DAYTONA BEACH	5,629	2,557	45%	9,156	6,599
125100	DAYTONA BEACH SHORES	2	12 ⁽¹⁾	N/A	5,213	5,201
120677	DELTONA	1,537	274	18%	1,256	982
120308	EDGEWATER	602	215	36%	1,119	904
125132	NEW SMYRNA BEACH	4,443	3,052	69%	7,904	4,852
125136	ORMOND BEACH	3,072	972	32%	5,135	4,163
120312	PONCE INLET	112	509 ⁽²⁾	N/A	2,534	2,025
120313	PORT ORANGE	5,418	1,253	23%	3,357	2,104
120314	SOUTH DAYTONA	2,904	424	15%	1,336	912
125155	VOLUSIA COUNTY	4,391	3,514	80%	10,027	6,513
Total		28,110	12,782	45%	47,037	34,255
Note: (1) Daytona Beach Shores policies exceed total number of buildings. This is due to an insurance Community Code issue which is being addressed. (2) Ponce Inlet policies exceed total number of buildings. For insurance purposes, condominium units are counted as buildings. For this reason, policies for condominium units exceed the number of buildings.						

According to Tables 4 and 5, there are 12,782 flood insurance policies within the Special Flood Hazard Area with 34,255 policies outside the floodplain. Only 45% of the buildings within the Special Flood Hazard Areas have flood insurance coverage.

Flood insurance is required as a condition of federal aid or a mortgage or loan that is federally insured for a building located in a Special Flood Hazard Area (SFHA). Therefore, one would expect most policies to be in the AE, A, and VE Zones. The interesting statistic in Tables 4 and 5 is that there are almost three times as many policies outside the SFHA where flood insurance is not required. Similarly, the NFIP has paid over \$43 billion dollars in flood insurance claims and almost 50% of the dollars paid countywide have been in the flood zones outside the SFHA. This could be explained by two primary reasons: 1. Older, established neighborhoods are generally mapped in the Special Flood Hazard Areas and homes may no longer carry a mortgage; and 2. Coastal V-Zone boundary lines are primarily designated along the dune line of the beach. Most condominium structures are built just outside the V-Zone boundary. Each unit is considered a separate structure so there would be more policies issued in the X Zone.

B. Repetitive Loss Properties

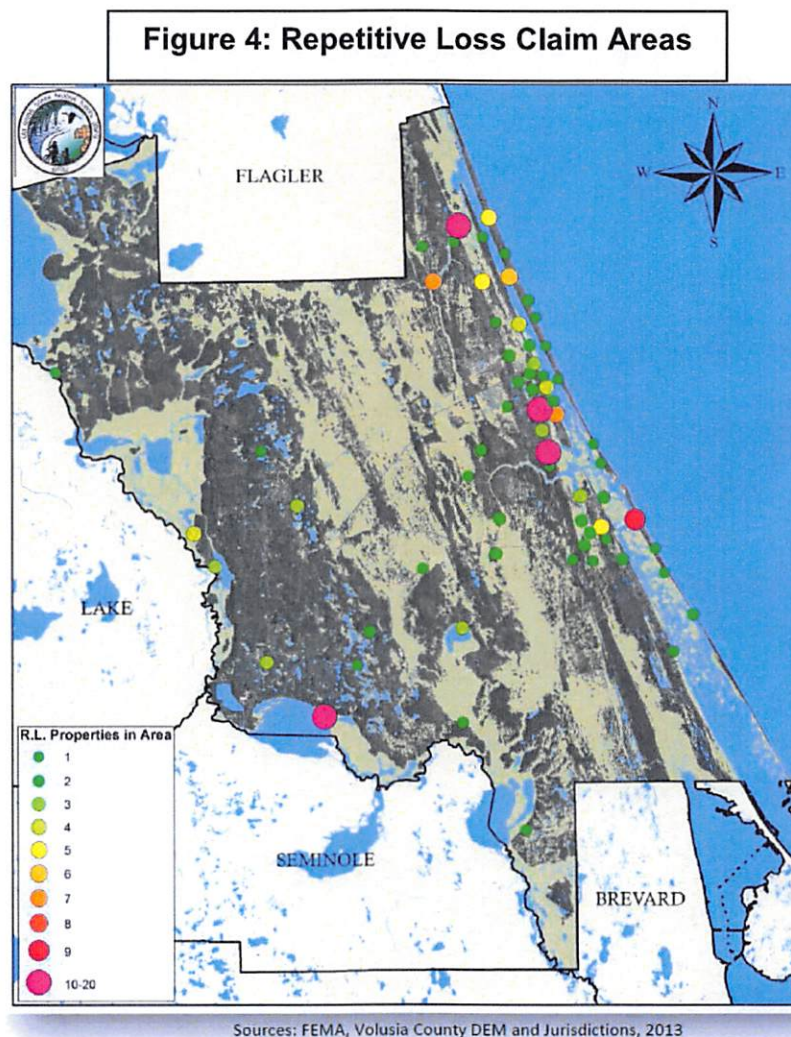
Although the entire county is susceptible to flooding, there are 186 buildings which are considered unmitigated "repetitive loss" properties as defined by FEMA (having at least two claims of \$1,000 over a 10 year period). Of the 186 unmitigated repetitive loss properties, 102 are in the Special Flood Hazard Area and 84 are outside the Special Flood Hazard area (See Table 6).

Community	Total RL Buildings	RL in AE, A1-30, AO, AH, A	RL in VE, V1-30, V	RL in B,C, X	RL Buildings (Insured)
Daytona Beach	30	8	1	21	14
Daytona Beach Shores	0	0	0	0	0
Deltona	4	1	0	3	1
Edgewater	2	0	0	2	1
New Smyrna Beach	26	15	1	10	22
Ormond Beach	7	3	0	4	5
Ponce Inlet	2	1	0	1	2
Port Orange	35	17	0	18	24
South Daytona	7	5	0	2	4
Volusia County	73	50	0	23	40
Total	186	100	2	84	113

⁽¹⁾ Source: Community Information System Report by Jurisdiction as of 04/16/2015 provided by Sue Hopfensperger, ISO/CRS Specialist.

Based on the statistics, 55% of the buildings classified as repetitive loss have occurred in Special Flood Hazard areas. Also, 45% of the repetitive loss buildings are located outside Special Flood Hazard Areas.

An interesting statistic contained in Table 6 is the number of repetitive loss buildings currently insured equals a total of 113 or 61%. Even though the building may have experienced flood loss, flood insurance is not being purchased probably because it is not required. Figure 4 depicts the areas where repetitive loss claims have been paid.



Most of the repetitive loss areas are composed of single properties along the east coast as denoted by the green dots. The four bright pink dots represent areas where 10-20 properties have reported repetitive losses and are interestingly all located on the mainland and inland. All four large repetitive loss areas are located in the floodplain.

C. Summary

Based on the information above, it is clear that the majority of property owners in the multi-jurisdictional Volusia County area do not carry flood insurance on their buildings. In the Special Flood Hazard Areas where flood insurance is mandatory as a condition of federal aid or a mortgage or loan that is federally backed, only 45% of the buildings have flood insurance coverage. Also, it is interesting that 61% of the repetitive loss buildings are insured.

Because the percentage of properties with flood insurance coverage is generally low, the PPI committee decided to target a variety of audiences to increase flood insurance coverage for buildings. The target audiences are listed in Section V. The communities of Daytona Beach, Daytona Beach Shores, Deltona, Edgewater, New Smyrna Beach, Ormond Beach, Ponce Inlet, Port Orange, South Daytona, and Volusia County will continue to provide outreach to the various target audiences through methods such as mailings, ads, flyers, and the countywide website to encourage property owners to purchase flood insurance coverage. Additionally, the participating CRS jurisdictions will provide countywide information about flood insurance and other flood related topics at public meetings and public events throughout the year. This consolidated outreach should increase flood insurance coverage in the Volusia County Multi-Jurisdictional PPI area.

V. **Target Audiences**

The PPI Committee concluded that target audiences will be initially focused on general public, residents in the floodplain, repetitive loss properties and real estate, lending and insurance agencies.

General Public in the 10 participating CRS Communities: As past flooding and flood insurance claims indicate, residents and business owners in the cities of Daytona Beach, Daytona Beach Shores, Deltona, Edgewater, New Smyrna Beach, Ormond Beach, Ponce Inlet, Port Orange, South Daytona, and unincorporated areas of Volusia County need to be aware of the flood hazard, flood insurance, and ways they can protect themselves from flooding. Thus, the Committee concluded that the community at large should be considered a target audience, since flooding can occur anywhere for a variety of reasons. Flooding can occur in urban areas, through an undersized culvert or blocked drain, and also in areas not shown on flood maps. Citizens may travel through flooded areas and not know the proper safety precautions, or they may consider purchasing or moving to a flood prone property.

Residents in the Floodplain: There are over 28,000 structures in the FEMA floodplain. Because these properties have been identified as having a known flood risk, the

Committee believes it is important to reach out to the property owners of these buildings to let them know about the risk of flood and the availability of flood insurance.

Repetitive loss areas: There are 186 unmitigated repetitive loss properties in the ten CRS participating communities. These property owners, along with their neighbors, have similar potential for flooding, should be aware of their property's risk of flooding and the availability of flood insurance. Because the residents and business owners in the floodplain and since repetitive loss areas are so similar, it was determined that these two groups receive the same types of outreach.

Real estate, lending and insurance companies: These companies are the key to conveying information about flood hazards and flood insurance. The Committee wants to make sure that they understand and have all the information they need about these topics.

VI. Inventory of Existing Public Information Efforts

An important part of developing a public information program is to know what other public information activities are reaching Volusia County multi-jurisdictional property owners. The information in Table 7 came from past projects, staff research, and PPI Committee members. The organizations are listed in alphabetical order.

Table 7: Inventory of Existing Public Information Efforts		
Jurisdiction/Agency	Project	Message
All Jurisdictions	Floodplain Management Website	Various
	Annual mailing to repetitive loss areas	Information on the flood hazard, and mitigation measures
	Information in Phonebook	Preparedness – Avoid/Minimize/Recover
	Distribution of FEMA materials in City Island Library	Various
	Markers attached to storm drains	No Dumping-Drains to Waterway Markers
American Red Cross	Offers a Flood App for Android or Apple.	Prepare – Respond – Recover
	Website Educational Information	Prepare – Respond – Recover
COAD (Community Organizations Active in Disaster)	Annual Hurricane Expo	Emergency Preparedness
Daytona Beach	Flood Fact information brochure provided to all City of DB in utility bill and direct mail.	Various
	Distribution of City, State, and FEMA brochures outside Commission Chambers	Various
	Flood Tips PowerPoint Presentation on Channel 199	Various
	Citywide Quarterly newsletter	Various
Daytona Beach Shores	Citywide Quarterly newsletter	Various

Table 7: Inventory of Existing Public Information Efforts

Jurisdiction/Agency	Project	Message
Deltona	Electronic and Mailed Quarterly Newsletter	Various
	Prehurricane Season Activity	Preparedness – Avoid/Minimize/Recover
Edgewater	Brochures distributed at 5K Races	Various
	Brochures distributed at Edgewater Expo booth	Various
	Brochures distributed at Environmental Services Educational presentations	Various
Florida Department of Emergency Management	Flood Awareness Week and Severe Weather Awareness Week Outreach	Various
Hometown News	Hurricane Prep Guide	Preparedness – Avoid/Minimize/Recover
Insurance Agencies	Letter to homeowner policy holders with no flood insurance	Flood Protection
New Smyrna Beach	Brochures available in City Hall	Various
	Newsletters to Insurance Agency office	Various
	Newsletters to Silver Sneakers Group meetings	Various
	Newsletters to Citizens Academy	Various
	Flood Information packets at Family Fun Night at Riverside Park	Various
	Hurricane Awareness Flyers	Preparedness – Avoid/Minimize/Recover
Ormond Beach	Flood Fact brochure and Florida DEM coloring books and handouts distributed at Annual Earth Day event	Various
	Flood information and website link provided to all City of OB in utility bill	Various
	Flood Information brochures available in Planning Department	Various
Port Orange	Flood Protection Information personally distributed at Port Orange Family Days	Flood Protection
	Postcard mailed to Lawn Maintenance companies and at City Booth during Family Days	Keep debris and trash out of streams and ditches
	City Quarterly Newsletters	Various
	Flood Insurance PSA on WOFL-35 (FOX)	Flood Insurance
	Brochure at kiosks at City Hall & Public Works	Flood Protection
	Facebook and Twitter reminders that flood insurance usually take 30-days to become effective	Flood Insurance
South Daytona	City Newsletter	Flood Protection
	SJRWMD brochures distributed at Publix	Flood Protection
	Flood information distributed in City Hall	Various
St. John's River Water Management District	Flood Information on website	Various
	Distribution of brochures	Flood Protection and Assistance and Stormwater Systems

Table 7: Inventory of Existing Public Information Efforts		
Jurisdiction/Agency	Project	Message
Volusia County	Approximately 100 different presentations to Professional and Citizen Groups	Various
	Volusia Magazine segments	Various

VII. Messages

After reviewing the Community Needs Assessment, the PPI Committee identified the following as the priority messages for 2016. The first six are the same as the six priority messages for the CRS. Two more were added by the Committee as seen in Table 8.

Table 8. Messages and Desired Outcomes	
Message	Outcome
<i>A: Know your risk of flooding.</i>	A: More map information inquiries and flood determination requests.
<i>B: You should buy flood insurance. Flood Insurance is available anywhere in Volusia County.</i>	B: Increase in the number of flood insurance policies.
<i>C: Follow proper safety precautions and Turn around, don't drown.</i>	C: No water rescues or police citations for ignoring barricades after a flood event.
<i>D: Keep debris and trash out of streams and ditches.</i>	D: Reduced number of calls related to stream obstruction.
<i>E: Get a permit before you build.</i>	E: Increase number of elevation certificates on file, and structures repaired with permits.
<i>F: Keep your waterway clean. Limit use of fertilizers and pesticides.</i>	F: Water quality maintained.
<i>G: You can protect your house from flooding.</i>	G: Increased number of requests for flood protection information.
<i>H: Check with your agent to see if you are fully insured.</i>	H: Increase in the number of flood policies in the X zone.

The overall strategy is to make information more readily available to the target audiences in a manner that will equip and encourage these audiences to adopt behaviors to improve preparedness and decrease future flood damage. The PPI Worksheet (Table 9) provides a comprehensive list of the program elements organized by target audience and message.

Table 9 also includes projects created specifically to increase the number of flood insurance coverage policies in the participating communities denoted as "CP" projects. In addition to projects that are implemented every year, the PPI Committee recommends projects that will be implemented during and after a flood. These projects will be drafted and made ready for reproduction and dissemination after a flood warning. Such projects are listed at the end of Table 9 as "FRP" projects.

VIII. Other Public Information Initiatives

A. Map Info

Volusia County and Daytona Beach, Daytona Beach Shores, Deltona, Edgewater, New Smyrna Beach, Ormond Beach, Ponce Inlet, Port Orange, and South Daytona provide map information in several ways. The most common method is the County flood map viewer website at: <http://www.volusia.org/services/public-protection/emergency-management/types-of-disasters/floods/flood-maps.shtml>. Customers enter the address of the property in question and can view on the map if the property is in a Special Flood Hazard Area or not. Map information can also be obtained from most of the other CRS community websites.

All CRS communities provide map information through inquiries by phone, by email, or in person through the customer service counter. This service is advertised annually to real estate agents, lenders, and insurance agents, as well as properties in the floodplain and repetitive loss properties. The PPI Committee agreed to continue these procedures. Volusia County will update the County's website to include all of the other CRS communities' contact information and web links in order to make flood determinations easier.

B. Hazard Disclosure/Real Estate Agents

Effective February 19, 2014, the FEMA Flood Insurance Rate Maps (FIRMs) were updated for all communities within Volusia County. Volusia County has published the new flood maps on its website and encourages the public to review the flood zones. Now that the information is available, real estate agents and brokers, and sellers have a duty to disclose to buyers (or to make sure buyers are aware) of the flood risks associated with a particular piece of property.

One protection for buyers in Florida is the requirement that any property located in a Special Flood Hazard Area, where the purchase is financed with a federally-backed loan, must be covered with flood insurance. Whether or not a private mortgage will demand flood insurance coverage depends upon that lender. It should be noted that if a buyer purchases a property with cash, then the buyer will not be required to purchase flood insurance so the flood zone may or may not be disclosed.

All real estate agents can access the State of Florida Seller's Disclosure of Property Conditions form and disclose whether a property is located in a floodplain. Real estate agents can obtain the flood zone by using the methods described above in the Map Information Service section.

C. Flood Protection Website

The Volusia County website will be updated to include information for all eight of the priority topics listed in Table 7. Additional information related to outreach projects will be included on the website with links to all CRS participating communities. In addition, the County's website will be updated to have a more current look and have a more prominent location on the County's main webpage.

D. Flood Protection Assistance

All of the participating CRS communities offer flood protection assistance including property protection advice (PPA), advice after a site visit (PPV), and financial assistance advice (FAA). These types of assistance are advertised in the annual mailing to floodplain and repetitive loss property owners. Other types of advertising will be considered for a countywide opportunity such as the Home Show, Volusia Magazine, and other presentations to civic and professional groups.

IX. Plan Maintenance Procedures

The Multi-Jurisdictional PPI Committee will meet annually to evaluate the Plan and incorporate any needed revisions. The evaluation will cover:

- A review of the projects that were completed
- Progress toward the desired outcomes
- Recommendations regarding projects not completed
- Changes in the target audiences

The CRS Community Assessment will be refreshed every year as part of the Annual Evaluation. The County will coordinate and facilitate this meeting, and afterward, provide a summary and updated PPI worksheet (see Table 8) reflecting the Committee's decisions. The Annual Evaluation Report will be prepared each year as part of the CRS annual recertification with copies to the County, Daytona Beach, Daytona Beach Shores, Deltona, Edgewater, New Smyrna Beach, Ormond Beach, Ponce Inlet, Port Orange, and South Daytona governments, State of Florida NFIP Coordinator, and local media.

X. Plan Adoption

This document will not become effective until the Plan is adopted by Volusia County Council, Daytona Beach City Commission, Daytona Beach Shores City Council, Deltona City Commission, Edgewater City Council, New Smyrna Beach City Commission, Ormond Beach City Commission, Ponce Inlet Town Council, Port Orange City Council, and South Daytona City Council by resolution.

Table 9 – PPI Projects and Initiative

Outreach Projects (OP)

Target Audience	Messages (See Table 7)	Outcome (See Table 7)	Project(s)	Assignment	Proposed Schedule	Stakeholder	CRS Community
1. General Public in CRS Communities of Daytona Beach, Daytona Beach Shores, Deltona, Edgewater, New Smyrna Beach, Ormond Beach, Ponce Inlet, Port Orange, South Daytona, and Volusia County	A-H	A-H	OP #1 Consolidated Flood Fact brochure on all messages and handouts distributed in all community permitting offices	Each Community CRS Coordinator	Year-round	All Chamber of Commerce offices	All
			OP #2 Consolidated Flood Fact brochure on all messages and handouts distributed at branch libraries	Volusia County CRS Coordinator	Year-round		All
			OP #3 Consolidated Flood Fact brochure on all messages and handouts to Chamber of Commerce for display	Each Community CRS Coordinator	Year-round		All
			OP #4 Booths at countywide and citywide events	Volusia County CRS Coordinator	Aug.- Nat'l Night Out (4 locations) Apr. - Earth Day Aug – May - Volusia County Schools Fact Fair (at least 4 locations) Oct. – Family Days		All
			OP #5 Presentations for countywide citizen and professional groups	Volusia County CRS Coordinator	Approximately 120 locations throughout the County		All

Table 8 – PPI Projects and Initiative

Outreach Projects (OP)

Target Audience	Messages (See Table 7)	Outcome (See Table 7)	Project(s)	Assignment	Proposed Schedule	Stakeholder	CRS Community
2. Floodplain and Repetitive Loss Property Owners	C, E, and G	C, E, and G	OP #5 Annual Flood Guide – updated information on flood hazard preparedness that includes information on property protection – sent to all households in floodplain and distributed in Ccounty offices, regional library branches and all community building departments	All CRS Coordinators	Mailed out by 5/31		All
			OP #6 Annual letters to all repetitive loss households and their neighbors	All community CRS coordinators	Mailed out by 5/31		All
			OP #7 County Emergency Management will give presentations on family disaster preparedness to groups and communities	County CRS Coordinator	By 5/31 of each year		All
			OP #8 Volusia COAD (Community Organizations Active in Disaster) will hold their annual Hurricane Expo	Volusia COAD	By 5/31 of each year	Volusia COAD	All

Table 8 – PPI Projects and Initiative

Outreach Projects (OP)							
Target Audience	Messages (See Table 7)	Outcome (See Table 7)	Project(s)	Assignment	Proposed Schedule	Stakeholder	CRS Community
3. Real estate, lending and insurance companies	A, B, E, and H	A, B, E, and H	OP #9 Mail letters and consolidated Flood Fact brochure	Volusia County CRS Coordinator	By 5/31 of each year		All
Coverage Improvement Plan (CIP)							
2. Floodplain and Repetitive Loss Property Owners	A, B & H	A, B & H	CIP#1- Councilman or Commissioner letters to floodplain and repetitive loss properties from each jurisdiction	All community CRS coordinators	Sent by 5/31 of each year		All
3. Real estate, lending and insurance companies	A, B & H	A, B & H	CIP#2 - County Emergency Management will give presentations on flood insurance and floodplain issues to each of the three Realtor Boards	Volusia County CRS Coordinator	Three by 8/31 of each year		All
Flood Response Projects (FRP)							
1. General Public in CRS Communities of Daytona Beach, Daytona Beach Shores, Deltona, Edgewater, New Smyrna Beach, Ormond Beach, Ponce Inlet, Port Orange, South Daytona, and Volusia County	A, C, and G	A, C, and G	FRP #1-Hurricane Exercise	Volusia County CRS Coordinator	May of each year		All
			FRP#2- Door hangers will be distributed by Volusia County Property Appraiser Damage Assessment inspectors after flooding has occurred	Volusia County Property Appraiser's Damage Assessment Team	After an event		All effected



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/19/2016

Consent item: Yes

SUBJECT: Riverwalk Park Phase 1A Change Order No. 3 to Construction Contract with AG Pifer for 34 day time extension.

DEPARTMENT: Community Development

GOAL: 3 - Economic Development

OBJECTIVE: 1 - Continue the implementation of Riverwalk

RECOMMENDED MOTION: Move to approve Change Order No. 3 to Construction Contract with AG Pifer.

SUMMARY: Attached is Change Order No. 3 for a 34 day time extension. The time extension is necessary to complete all of the park improvements due to weather conditions (high tides) and the delayed delivery of material.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Change Order No. 3	Change Order 3.docx
2.	Contractor's Change Order Form	AG Pifer Change Order #3.pdf

Momberger, Margaret
Burman, Tim
Roberts, Margaret
Rosen, Alan

Created/Initiated - 01/07/2016
Approved - 01/07/2016
Approved - 01/14/2016
Final Approval - 01/14/2016

CHANGE ORDER NO. 3
To Construction Contract dated May 5, 2015
A.G. PIFER CONSTRUCTION CO. INC., Contractor

Project: Riverwalk Park Phase 1A, Bid #15-17, Project No. AIO004

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$947,387.20	Original Contract Times Substantial Completion: 150 days Final Completion 180 days
Net changes from previous Change Order: No. 1 & 2: \$109,126.00	Changes in contract time from previous Change Orders: No. 2: 42 days
Contract Price prior to this Change Order: \$1,056,513.20	Contract Completion Date prior to this Change Order: Final Completion: January 23, 2016
Net Increase (decrease) of this Change Order No. 3: \$791.00	Changes in contract time requested this Change Order No. 3: (Requires Council Approval) 34 days
Contract Price with all approved Change Orders: \$1,057,304.20	Contract Times with all approved Change Orders: Final Completion: February 26, 2016

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the Construction Contract entered into by and between the parties on May 5, 2015.

II. REQUIRED CHANGES:

Time extension of 34 days. See Contractor's Change Order Form for more detail.

No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.

III. JUSTIFICATION:

Several items are taking longer than expected to be produced. This includes some of the lighting fixtures and the installation of the FPL transformer. In addition the kayak launch and seawall construction was delayed due to high tides from Nor'easter storms. Fencing adjustments are proposed to address concerns of trespass from the residents who abut the property to the north. Lastly, three tree wells are needed to protect mature oak trees.

IV. PAYMENT:

Payment for this Change Order shall be made in accordance with the terms of the Construction Contract subject to a limit up to but not to exceed \$719.00. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:
COMMUNITY DEVELOPMENT
Department Project Manager

ACCEPTED BY:
A.G. PIFER CONSTRUCTION CO. INC.
Contractor

By: _____
Printed Name: Margaret Momberger
Title: Construction & Engineering Manager

By: _____
Printed Name: A. Gregg Pifer
Title: President

Date Signed: _____

Date Signed: _____

RECOMMENDED BY:
N/A
City's Representative

RECOMMENDED BY:
Dredging & Marine Consultants, L.L.C.
Engineer of Record

By: n/a
Printed Name: n/a
Title: n/a

By: _____
Printed Name: Niles Cyzycki
Title: Project Manager

Date Signed: n/a

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: _____
Printed Name: Tim Burman
Title: Interim Community Dev. Director

Date Signed: _____

City Manager

By: _____
Printed Name: Michael H. Johansson
Title: City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____
Printed Name: Allen Green
Title: Mayor

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____

CHANGE ORDER FORM

CAP701

To:

City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

From:

A. G. Pifer Construction Co. Inc.
3629 Old Deland Road
Daytona Beach, FL 32124

Original Contract Sum: \$1,027,319.20

Previous Change Orders: \$29,194.00

Contract Sum: \$1,056,513.20

Value of this Change Order: \$791.00

New Contract Sum: \$1,057,304.20

Change Order Number: **Change Order Date:**

3

1/11/2016

Architect's Project Number: **14-026-20**

Contract for:

Contract Date: **6/12/2015**

NEW PARK WITH BUILDING

Our Project Code: **BID # 15-17**

Project:

RIVERWALK PARK PHASE 1A -PO #07032
3431 RIDGEWOOD AVENUE.
PORT ORANGE, FL. 32129

DISTRIBUTE TO:

☒ Owner	☐ Contractor	☐ Other
☒ Architect	☐ Field	☒ Construction Manager

The Contract Completion date will change by:

34 Days

The expected completion date will be: 2/26/2016

The Contract is Changed as Follows;

1. Request for Project Time extension due to delayed light fixture production time for Concession building and dock lighting. Received submittal info. from Engineer on 1/7/16. Exact time to receive light pkg still T.B.D. at submission of this C.O. Engineer also changed lighting. Restroom Bldg to have weatherproof rope lighting and dock to have LED "rope-lite" mounted under the rail cap. Estimated time: 4-8 weeks.
2. Delay in completion of kayak launch and seawalls due to high tides from Nor'eastern storms.
3. Location of new electrical service, transformer location and easement creation for FP&L.
4. Creation of (3) tree wells due to adjacent grade elevation not specified on drawings. Use piling cut offs for well material.
5. Black vinyl coated chain link fence installed existing fence east end to mean high water line.
6. Removable piece of vinyl privacy fence installed perpendicular to newly installed vinyl fence near US1 to preclude access between new and existing fence.

Architect

SIDNEY COHERN/DMC CONSULTANTS LLCA. G. Pifer Construction Co. Inc.
SHAILESH PATEL 3629 Old Deland Road
4643 SOUTH CLYDE MORRIS BLVD. #302 Daytona Beach, FL 32124

Contractor

Owner

City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Signature

Signature

Signature

Date

Date

Date



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/19/2016

Consent item: Yes

SUBJECT: Change Order 1 to Standard Contract for Services with Taka Elevator Company, LLC

DEPARTMENT: Public Works

GOAL: N/A

OBJECTIVE: N/A

RECOMMENDED MOTION:

SUMMARY: The soft start and door operator components on two elevators at City Hall are worn out and failing and need to be replaced. Taka Elevator Company, LLC is currently under contract for an annual cost of \$4,296.00 to provide preventive maintenance services on the elevators including replacement of covered parts. The components currently installed are not readily available and are commonly replaced with the upgraded and more efficient and technologically advanced components.

The replacement of the recommended upgraded components may be purchased within the general scope of the contract for an additional cost. Accordingly, Taka Elevator Company, LLC has provided a cost estimate of \$22,000.00 to replace the components.

This item is for informational purposes, since Section 2-270 of the City Code of Ordinances allows the City Manager to approve change orders up to \$25,000 if an allowance is not included in the contract.

Project No.: AIO028 Funding Account No.: 50642005396400

ATTACHMENTS:

1.	Taka Elevator Company Proposal	TAKA Elevator Upgrade Proposal 2016.pdf
2.	Taka Elevator Company executed contract	EXECUTED contract Taka Elevator.pdf
3.	Insurance Certificate Taka Elevator Company	Taka Auto thru 2016.pdf
4.	Change Order No 1 Taka Elevator	Taka Elevator CO 1 26296.docx

	Company	

Cockcroft, Kynah	Created/Initiated - 01/05/2016
Adumuah, Branford	Approved - 01/05/2016
Riehm, Tracey	Approved - 01/10/2016
Roberts, Margaret	Approved - 01/14/2016
Rosen, Alan	Final Approval - 01/14/2016

TAKA Elevator Company
6130 Edgewater Drive Suite A
Orlando, FL United States
(407) 788-8127
service@takaelevator.com



Proposal 10579

Customer / Service Location

City of Port Orange
 1000 City Center Circle
 Port Orange, Florida 32129
 386) 506-5595

City of Port Orange

1000 City Center Circle
 Port Orange, Florida 32129

Equipment Information

Qty	Name	Description	Rate	Amount	Tax	Approved
2	Open Order	TAKA Elevator proposes to furnish & install all labor and material for a Solid State Motor Starter. The existing motor starter uses a magnetic coil and metal contacts to transfer power from the building to the elevator motor. This outdated system or starting a motor causes excess strain on the motor and the buildings power grid. Metal contacts must physically touch to transfer electricity. We propose to install a solid state motor starter. This device uses solid state components to start the motor. Instead of transferring the electricity with 1 pass, the solid state motor starter, slowly transfers electricity to the motor. Some benefits of a Solid State Motor Starter include: • Better floor to floor times by eliminating the delay associated with timers • More quiet operation- no contactors during the start • Reduced stress on the motor windings (longer motor life) • Dynamic motor starting reduces shutdowns associated with "cold starts" • Elimination of high inrush current	\$3,000.00	\$6,000.00	Non	Yes
2	Open Order	TAKA Elevator proposes to furnish & install labor and materials for a new: AT400 Door Operator: The AT400 Door Operator is a Closed-Loop, linear belt driven unit. It is interlock independent with lightweight-feedback control. The quiet AT400 requires less maintenance than most operators and is available in direct replacement upgrade/retrofit packages to replace many old Otis door operators. Our retrofit packages include pre-engineered power supply, control components, car door vane and junction box. The existing operator contains obsolete & hard to find replacement parts. Additionally, it is one of the most used and worn components of the elevator system. By upgrading to a new AT400 linear operator, the overall life of the elevator will be prolonged and the obsolete door operator will be replaced with an operator that has an extensive parts availability.	\$8,000.00	\$16,000.00	Non	Yes

Proposal Notes

TAKA Elevator is proposing these upgrades to ensure that the elevator operate efficiently and will continue to provide outstanding performance. The existing starter and door operator use parts that are not readily available and technology that is

outdated and inefficient. These upgrades will extend the useful life of these elevators which are over 20 years old.

Each elevator requires 1 solid state starter & 1 door operator. There are 2 elevators. In total this proposal covers the upgrade of 2 solid state starters & 2 AT400 door operators.

Subtotal _____ \$22,000.00

Total _____ \$22,000.00

Customer Acceptance

Name/Title _____

Signature _____ Date _____



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 11 day of May, 2015, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **TAKA ELEVATOR COMPANY, LLC**, a Florida limited liability company whose principal address is 6130 Edgewater Drive, Suite D, Orlando, Florida 32810 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

- (a) The Contractor hereby agrees to provide the City of Port Orange elevator preventative maintenance service for a Hydro unit with two (2) landings bearing State Serial No. 36133 and a Hydro unit with two (2) landings bearing State Serial No. 36134 including services more specifically described in Exhibit "1" attached hereto.

- (b) The time, manner and place for performance of such services shall be:

Initial Term: Notwithstanding the date of execution by the City and Contractor, the initial term of this Contract shall be effective commencing on September 10, 2014 and continuing until September 30, 2018 thereafter (the "Initial Term").

Manner and Place: As outlined Exhibit "1" in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written purchase order(s), signed by an authorized agent of the City of Port Orange.

Time and Essence: Contractor acknowledges that time is of the essence for the Purchase Order(s) issued hereunder.

Authorization for Services: This Contract standing alone does not authorize the purchase of elevator preventative maintenance by the Contractor or require the City to place any orders for elevator preventative maintenance. Authorization for performance of services by the Contractor under this Contract shall be in the form of written Purchase Order(s) issued and executed by the City Manager.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1," subject to a limit up to but not to exceed Four Thousand, Two Hundred Ninety-Six and 00/100 Dollars (\$4,296.00) per Fiscal Year. (The term "Fiscal Year" shall be defined as that one year term commencing on October 1 and continuing until the following September 30.) The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council

for the then current Fiscal Year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Administration. The Public Works Director, Branford Adumuah, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

4. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;

- (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 20 of this contract concerning disputes.

5. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

6. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

7. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

8. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 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.

(d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

9. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

10. Insurance. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
Workers' Compensation <u>Limits:</u>	Coverage A - Statutory Coverage B - \$100,000	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
<u>Additional Coverage:</u>	All States (Broad Form) Voluntary Compensation	

Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Body Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
<u>Additional Coverage:</u>		Non-Owned, Hired Car	
Property Insurance Builders Risk.	<u>Limits:</u>	Buildings - Completed value of contract.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<u>Additional Coverage:</u>		"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	
Professional Liability (Errors & Omissions)	<u>Limits:</u>	Coverage ~~\$1,000,000 minimum~~	

11. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

12. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

13. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

14. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

15. Additional Warranties. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

16. Inspection

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

17. **THIS SECTION RESERVED.**

18. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

19. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

20. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

21. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

22. Additional Provisions. As may have been outlined in the Taka Elevator Company, LLC Maintenance Agreement dated February 12, 2015 and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

23. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained

herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

24. Notice. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: Branford Adumuah, Public Works Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Contractor: Taka Elevator Company, LLC
Attention: Mary Lalchandani, Managing Member
6130 Edgewater Drive
Suite D
Orlando, Florida 32810
(407) 788-8127 – Business Telephone
(407) 517-4350 – Business Facsimile
mary@takalevator.com

P.O. Box 940161
Maitland, Florida 32794

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

25. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

26. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

Witnesses:

TAKA ELEVATOR COMPANY, LLC

Nancy L. Heger
Printed Name: Nancy L. Heger

Sibyl Tsozga
Printed Name: Sibyl Tsozga

By: Mary Lalchandani
Mary Lalchandani, Managing Member

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

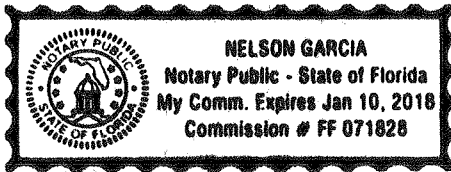
Date: 5-1-15

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 1st day of May, 2015, by Mary Lalchandani, as Managing Member of Taka Elevator Company, LLC, a Florida limited liability company registered to transact business in Florida, and who:

[Notary: Please select one]

☐ is personally known to me; or
☒ has produced Florida Drivers License as identification.



Nelson Garcia

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Cynthia K. Rivera
Printed Name: Cynthia K. Rivera

By: David T. Harden
David T. Harden, Interim City Manager

Theresa Gutierrez
Printed Name: Theresa Gutierrez

Date: 5/11/15

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 11 day of May, 2015, by David T. Harden, as Interim City Manager of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



Theresa Gutierrez
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

Theresa Gutierrez
Printed Name: Theresa Gutierrez

ATTEST:

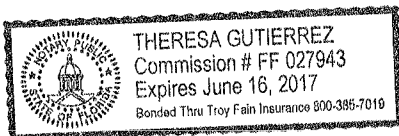
By: Robin L. Fenwick
Robin L. Fenwick, CMC, City Clerk

Karen Mead
Printed Name: Karen Mead

Date: 5/11/15

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 11 day of May, 2015, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



Theresa Gutierrez
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

[CA 4489]



ELEVATOR PREVENTATIVE MAINTENANCE AGREEMENT

Date: February 12, 2015

**To: City of Port Orange
Mr. Michael Silvey
1000 City Center Circle
Port Orange, FL 32129**

**From: TAKA Elevator Company, LLC
6130 Edgewater Drive Suite D
Orlando, FL 32810**

We, Taka Elevator Company, LLC (or "Taka"), propose to furnish Preventative Maintenance service for the equipment located at 1000 City Center Circle, Port Orange, FL 32129

Number of Units
2 - 2 Landings

Type
Hydro

State Serial #'s
36133 and 36134

TAKA Premium Maintenance

Under the terms of this Agreement, we will perform Preventative Maintenance on the equipment listed above. We will periodically examine, lubricate, adjust, and as needed repair or replace the covered components.

The services we will provide under this Agreement are:

- Examine all safety devices including control valves, governors, limits, and hoistway equipment periodically
- Ensure proper tension of all hoist ropes
- Examine, adjust, and clean all door interlocks, gate switches, and door components
- Furnish proper lubrication of guide rails at all times, to maintain ride quality
- Adjust and renew rollers, gibs, and guide shoes as necessary
- Maintain lubrication of all applicable components
- Replace lamps, bulbs, indicators, and directional arrows as required on maintenance visits
- Clean and adjust elevator components in the hoist way, pit, top of car, and machine room
- Troubleshoot solid state components
- Adjust and maintain hydraulic power unit components including motor, pump, muffler and valve
- Clean and renew all starter contacts, relays, and fuses to achieve maximum reliability
- Adjust and realign brake shoes/lining and machine worms/gears to achieve a safe stop and ride
- Maintain and service all bearings, thrusts, magnets, and resistors for motor/operating circuit

In addition to the above services, we will repair and if conditions warrant, replace the parts listed below.

The parts included in this Agreement are:

- **Hydraulic:** power unit, pump, motor, packing, valves, starters, contacts, relays, limit switches, controller boards and parts, door operator motor and boards, solid state components, bulbs for indicators, fuses, and hydraulic fluid; with the exception of cylinder and piston
- **Traction:** machine, motor, relays, contracts, controller parts, solid state components, gears, worms, bearings, thrusts, brake magnet coils, brake shoes and lining, brushes, coils, and resistance for motor and operating circuit.

The service and equipment not included in this agreement are:

- Electrical power to controls including mainline and cab electrical disconnects
- Elevator car enclosures, doors, sills, flooring, or covering, lights, or light bulbs
- Proprietary solid state boards and software
- Piston, cylinder, and all underground piping

The schedule below lists parts that are considerably worn and may soon require replacement. We accept them in their current condition with the understanding that in addition to the contract price, you will pay an additional amount at the time these parts are replaced. The amount will be determined by pro-rating the total cost of replacing the items. You will pay that portion of the items used prior to the date of this agreement.

SCHEDULE OF PRO-RATED PARTS: NONE

We will provide the maintenance for all listed equipment using skilled elevator maintenance personnel under our direct employment and supervision who will exercise all reasonable care to keep the equipment functioning in a proper and safe condition.

SCHEDULE

Our work will be performed during normal business hours of the elevator trade, Monday through Friday 8:00am-4:30pm, excluding holidays.

CALLBACKS

Callback request are requests for service by you, by emergency personnel, or by persons using dedicated communication devices from inside the listed elevators. We will respond to Callback request as readily as circumstances allow. If the Callback request originates from emergency personnel or from communications devices within the elevator, we will attempt to contact you before responding. It is understood that if the reason for the Callback is not due to equipment failure and/or circumstances beyond our control, the cost of the Callback will be billed at standard billing rates. A Callback during normal business hours for an equipment related problem is included in the cost of this agreement.

If the cause of the overtime service call is due to factors outside of our control (i.e. vandalism, storm/water damage, etc...) Billing rates will apply at the rate of \$169 for regular time and \$253 for Holidays and after hours.

PARTS INVENTORY

During the term of this Agreement we will maintain a supply of frequently used parts in the vans of our service personnel. We also keep a supply of routinely used parts in our local warehouse in case of emergency or shutdown. Parts are limited to a 15% mark up for City of Port Orange.

24-HOUR DISPATCHING

We will, at your request, provide 24 hour emergency call back service in case of emergency, entrapment, or shut down.

SAFETY TESTS

We will perform the periodic safety tests required by ASME A17.1 and maintain a record of them in the machine room. For hydraulic elevators we will perform the annual no load pressure test required by the state of Florida. For traction elevators we will perform the annual no-load periodic test. Five-year full load tests take place once every five years and are not included in this agreement.

You will retain responsibility for all other testing, including fire service testing. We will not be required to repair or replace parts of the listed equipment that are damaged as a result of the testing.

ACCESS

You agree to provide Taka with unrestricted ready and safe access to all areas of the buildings in which any parts of the listed equipment are located and will keep all machine room and pit areas free from water, stored materials, and debris. You will provide a safe workplace for our personnel, and you agree to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations. You will maintain the machine room with adequate ventilation at a temperature between 50 and 90 degrees Fahrenheit.

WIRING DIAGRAMS

You will ensure that all wiring diagrams are maintained in the machine room as required by Code, including those that reflect all previously made changes to the listed equipment. It is understood that if there are no wiring diagrams present, it will be your responsibility to provide both original and as built wiring diagrams. We will update diagrams as we make changes.

OBSOLESCENCE

Obsolete items (including, but not limited to, assemblies, parts, components or systems) are excluded from this agreement and are defined as an item for which the original design is no longer regularly manufactured by the OEM or the original design has been replaced with an item of a different design. No exception to this exclusion will be made for items defined as obsolete above simply because they can be custom made or acquired at any price. Obsolete items and the labor to replace them will be at the owner's expense. Any modifications to existing equipment necessary to accommodate replacement components will also be at the owner's expense. TAKA will not be required to furnish reconditioned or used parts. Once upgraded by TAKA, obsolete items will be covered under this agreement.

SPECIAL TERMS & CONDITIONS

Many components on the above noted units are obsolete and are not readily available. Under this contract TAKA Elevator will repair or replace all components included in this agreement should they fail due to age or normal wear & tear. Abuse, vandalism, power surge, water damage, and Acts of God are never covered.

CLARIFICATIONS

We are the elevator contractor and do not assume ownership or control of the listed equipment. As owner, operator, lessee, or agent of one of these, you retain responsibility for ownership, control and operation of the listed equipment as well as compliance with all applicable local, state, or federal laws or regulations pertaining to the ownership, control and operation of the listed equipment.

Nothing in this Agreement shall be construed to mean Taka assumes any liability for injury to persons or property occurring on or about the listed equipment except as may arise directly from our negligent acts or omissions.

Likewise, your liability for injuries occurring on or about the listed equipment is in no way affected by this Agreement, except as otherwise may be expressly stated herein. It is further agreed that neither party will seek from the other, or under any circumstances be held liable for any indirect, special, punitive, or consequential damages.

Neither party will be liable for any loss, damage or delay caused by strikes, lockouts, fire, explosion, theft, lightning, windstorm, earthquake, flood, water, storm, or natural disaster, riot, civil commotion, war, terrorism, malicious mischief, Act of God, or any cause beyond the reasonable control of the party to perform.

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We will not be required to make repairs or replacements due to obsolescence or discontinued parts or due to any cause or reason beyond our control including but not limited to Acts of God, environmental conditions, misuse or abuse of the equipment, fire theft, explosion, weather, earthquake, flood, water, or repair by others. We will not be required to alter existing equipment or make repairs or replacements with parts of changed design at the recommendation or direction of insurance companies or governing authorities.

You will notify us of any malfunction or dangerous equipment as soon as possible and will take the equipment out of service and prevent its use until the problem is corrected. If an accident in or around the listed equipment occurs, you will provide us written notice within twenty-four (24) hours and will preserve any replaced parts.

This Agreement will be governed by the laws of the State of Florida and venue will lie exclusively in Orange County, Florida. Both parties hereby waive the right to jury trial.

INSURANCE

We will maintain works compensation, employer's liability insurance, and comprehensive general liability insurance. You will maintain all risk insurance upon the full value of the work performed by us and the material delivered to the job site.

PRICE

The cost of Full Maintenance coverage for two (2) elevators is \$358 a month. Annually \$4296.00

The contract price may be adjusted annually by Taka to reflect an increase or decrease in the cost of labor or materials available or the increase in meeting changing laws, ordinance and regulations.

THIS SPACE INTENTIONALLY LEFT BLANK

Cancellation

This agreement may be cancelled by either party for any reason with sixty (60) days written notice of the contract expiration date.

INSPECTION SERVICES

To help meet your annual inspection requirements, we will hire and schedule a Qualified Elevator Inspector (QEI) to inspect and witness the listed equipment as required by state law and regulation, on your behalf. The fee for this service is included in the cost of the agreement.

In the event of any inspection violations the fee schedule shall comply with the following:

COST FOR RE-INSPECTION

- If violations are the responsibility of the owner the re-inspection fee will be \$150.00 and will be fully charged to the owner.
- If the violations are the responsibility of Taka, Taka will absorb the full cost of the re-inspection.
- If the violations are shared between the owner and Taka, the owner will be billed \$75.00 per elevator for the re-inspection.

ACCEPTANCE

This proposal becomes a valid contract when properly executed by both parties. The Effective Date is the date of later execution. The signatories below represent and warrant that each has the authority to bind their respective companies to all terms and condition of this Agreement.

This Agreement includes and represents all agreements and understandings of the parties regarding this subject matter and the parties agree that its terms will exclusively govern the obligations of both parties. This Agreement can only be changed or amended by a written agreement signed by both parties.

Respectfully submitted for TAKA ELEVATOR COMPANY, LLC

By: Mary Lalchandani

Title: Client Services

Date: February 12, 2015

Customer:

Firm: _____

By: _____

Title: _____

Date: _____

Email: _____

Phone: _____

Taka Elevator Company, LLC

By: Mary Lalchandani
MARY LALCHANDANI

Its: Managing Member

Date: 2-12-15

Email: Mary@TAKAElevator.com

Phone: 407-788-8127



TAKAELE-01

NIBLACKD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/1/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Office of America, Inc. 1855 West State Road 434 Longwood, FL 32750	CONTACT NAME: Mary Ramsey	
	PHONE (A/C, No, Ext): (407) 788-3000 FAX (A/C, No): (407) 788-7933	
	E-MAIL ADDRESS: Mary.Ramsey@ioausa.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Underwriters Insurance Company	30104
	INSURER B : Hartford Accident & Indemnity Company	22357
	INSURER C : Commerce and Industry Insurance Company	19410
	INSURER D : National Liability & Fire Insurance Company	20052
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:	X		13UENOJ7094	02/11/2015	03/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 MAXIMUM ANNUAL \$ 10,000,000
B	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			21UECZE9242	09/18/2015	09/18/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			EBU032114062	02/11/2015	03/01/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	X V9WC635840	03/01/2015	03/01/2016	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Port Orange is additional insured as respects to General Liability when required under written contract. Waiver of subrogation in favor of City of Port Orange, owner for Workers Compensation when required under written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Port Orange 1000 City Center Circle Port Orange, FL	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

CHANGE ORDER NO. 1
To Standard Contract for Services dated May 11, 2015
TAKA ELEVATOR COMPANY LLC, Contractor

Project: _____

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>4,296.00</u>	Original Contract Times Substantial Completion: _____ days Final Completion _____ days
Net changes from previous Change Order: No. <u> </u> : \$ \$	Changes in contract time from previous Change Orders: No. <u> </u> : _____ days _____ days
Contract Price prior to this Change Order: \$ <u>4,296.00</u>	Contract Completion Date prior to this Change Order: Final Completion: _____ date
Net Increase (decrease) of this Change Order No. <u>1</u> : \$ <u>22,000.00</u>	Changes in contract time requested this Change Order No. <u> </u> : (Requires Council Approval) _____ days
Contract Price with all approved Change Orders: \$ <u>26,296.00</u>	Contract Times with all approved Change Orders: Final Completion: _____ date

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the Standard Contract for Services for elevator preventative maintenance service entered into by and between the parties on May 11, 2015.
- II. REQUIRED CHANGES: To provide for the replacement of the existing worn soft starts and replace the existing worn door operators on both elevators at City Hall. New components will improve elevator operation and safety as well as increase longevity of both elevators. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. JUSTIFICATION:
Changes in scope require Council approval. Is this a scope change? No
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Standard Contract for Services subject to a limit up to but not to exceed \$26,296.00. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:

Department Project Manager

ACCEPTED BY:

Contractor

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

RECOMMENDED BY:

City's Representative

RECOMMENDED BY:

Engineer of Record

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

APPROVED BY:

CITY OF PORT ORANGE

Department Head—Approval delegated by City Manager. Scope, schedule and cost changes above either \$25K or limit of unforeseen conditions allowance go to City Council.

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

City Manager—Approval authority for changes up to either \$25K or limit of unforeseen conditions allowance. Scope and schedule changes sent to City Council.

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____
Printed Name: Allen Green
Title: Mayor

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/19/2016

Consent item: No

SUBJECT: Write-off of Uncollectable Miscellaneous Accounts Receivable

DEPARTMENT: Finance

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to approve writing off uncollectable accounts as presented in the attachment.

SUMMARY: Finance has identified the attached accounts as uncollectable and requests authority to abandon the debt and update the City's records accordingly.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Miscellaneous Receivable Proposed Write-offs	Proposed Bad Debt Write Off 01.19.16.pdf

Riehm, Tracey
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 01/10/2016
Approved - 01/13/2016
Final Approval - 01/13/2016

**PROPOSED WRITE OFF OF LOT MOWING
LIENS OVER FIVE YEARS OLD**

REF #	Type	Address	Account Number	Name	Lien Date	Lien Amount	Penalties as of 12/31/15	Less Payments to Date	Total Balance Proposed for Write Off	Reason for Write Off
1	LOT MOWING	FOREST BRANCH DR	1099	TOMPKINS LAND & HOUSING INC.	8/16/1999	\$ 273.00	\$ 19.69	\$ -	\$ 292.69	Over 16 yrs. old-Exceeds FL Statute of Limitations on filing a lien
2	LOT MOWING	107 EDDY LANE	1164	ANNA GAYLORD, LIFE ESTATE	12/20/1999	\$ 203.60	\$ 12.53	\$ -	\$ 216.13	Over 16 yrs. old-Exceeds FL Statute of Limitations on filing a lien
3	LOT MOWING	717 PALM CIRCLE DRIVE	1471	SYLVIA FINKELL	7/19/2002	\$ 779.00	\$ 15,876.50	\$ -	\$ 16,655.50	Over 13 yrs. old-Exceeds FL Statute of Limitations on filing a lien
4	LOT MOWING	107 EDDIE LANE	1531	RONALD BERGWEEK & JOHN PALUMBO	3/25/2003	\$ 326.90	\$ 9,144.15	\$ -	\$ 9,471.05	Over 12 yrs. old-Exceeds FL Statute of Limitations on filing a lien
5	LOT MOWING	176 IRON GATE CIRCLE	1881	VALERIE POTTER	12/3/2007	\$ 285.80	\$ 5,128.18	\$ -	\$ 5,413.98	Over 8 yrs. old-Exceeds FL Statute of Limitations on filing a lien
6	LOT MOWING	176 IRON GATE CIRCLE	1881	VALERIE POTTER	11/19/2010	\$ 416.00	\$ 1,025.67	\$ -	\$ 1,441.67	Over 5 yrs. old-Exceeds FL Statute of Limitations on filing a lien
7	LOT MOWING	406 VIRGINIA AVENUE	2082	BALDAJEN LLC	10/6/2009	\$ 450.20	\$ 3,004.86	\$ -	\$ 3,455.06	Over 6 yrs. old-Exceeds FL Statute of Limitations on filing a lien
8	LOT MOWING	1116 LOBLOLLY LANE	2100	RONALD M FITZPATRICK	11/16/2009	\$ 203.60	\$ 1,872.54	\$ -	\$ 2,076.14	Over 6 yrs. old-Exceeds FL Statute of Limitations on filing a lien
9	LOT MOWING	4542 HALIFAX DRIVE	2313	JAMES P KUESPERT	10/15/2010	\$ 285.80	\$ 2,827.84	\$ -	\$ 3,113.64	Over 5 yrs. old-Exceeds FL Statute of Limitations on filing a lien
10	CODE ENFORCEMENT	98 STONE GATE	2839	SUE ALLEVA	7/13/2015	\$ 9,703.85	\$ 11.14	\$ (2,503.85)	\$ 7,211.14	Code Enforcement Lien Amnesty Program. Payment of 25% of the amount owed was received.
11	CODE ENFORCEMENT	5404 WOOD ST	2821	DAMIAN & LAURA WRIGHT	4/28/2015	\$ 14,510.11	\$ -	\$ (3,712.01)	\$ 10,798.10	Code Enforcement Lien Amnesty Program. Payment of 25% of the amount owed was received.
				GRAND TOTAL					\$ 60,145.10	



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/19/2016

Consent item: Yes

SUBJECT: Proposed License Agreement – Lot 23, Countryside PUD, Unit XII - B Subdivision; 3941 Oak Crest Circle

DEPARTMENT: Community Development

GOAL: Quality of Life

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to authorize the Mayor and City Clerk to act on behalf of the City to execute a License Agreement for Lot 23, Countryside PUD, Unit XII - B Subdivision.

SUMMARY: Staff has received a right-of-way License Agreement application for a portion of the Oak Crest Circle right-of-way frontage of Lot 23 of the Countryside Unit XII - B Subdivision. David A. Hands and Lynda A. Hands, the property owners, have made this application in connection with a proposal to reconstruct the existing right-of-way driveway apron and sidewalk with decorative pavers. A building permit application has been submitted for the proposal.

The applicant has been advised of applicable requirements and the License Agreement review process. The license agreement has the effect of requiring the property owner to maintain and if necessary, replace these improvements per the accepted standard construction requirements of the City. Further, should the property owner fail to abide by this requirement, it provides the City with the ability to take necessary corrective actions at the expense of the property owner. City liability concerns are addressed by an indemnity statement in the License Agreement document.

The License Agreement application has been reviewed for completeness and accuracy. City staff has reviewed the application and the area has been inspected with respect to City Codes and possible effects to adjacent properties resulting in no concerns.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	License Agreement	License Agreement.pdf
2.	Location Map	csde12b location map.pdf
3.	HOA approval	HOA approval.pdf

Glor, Chip
Burman, Tim
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 01/05/2016
Approved - 01/06/2016
Approved - 01/13/2016
Final Approval - 01/13/2016

Return Recorded Document to:
Attention: Records Clerk
1000 City Center Circle
Port Orange FL 32129

Parcel No.: 6308-23-00-0230

This Space Reserved for Recording Data

LICENSE AGREEMENT

THIS **LICENSE AGREEMENT** is made and entered into this ____ day of _____, 2016, by and between the City of Port Orange, Florida, a chartered municipal corporation ("City"), 1000 City Center Circle, Port Orange, FL 32129, ("Licensor"); and David A. Hands and Lynda A. Hands, his wife whose mailing address is 3941 Oak Crest Circle, Port Orange, FL 32129, ("Licensees").

PREMISES

WHEREAS, the City Council of the City of Port Orange has adopted Resolution No. 95-64, which establishes City policy regarding improvements within City rights-of-way by private citizens, homeowners associations, and developers; and

WHEREAS, the City and the Licensees have agreed on an improvement plan and specifications, as described on **Exhibit "A,"** attached hereto and incorporated herein by reference; and

WHEREAS, the Licensees hereby warrant to the City that the Licensees have full power and authority to enter into this Agreement, and that the Licensees agree to be bound by the terms and conditions hereof is in compliance with and shall remain in compliance with any declaration of covenants and restrictions, as may exist and as may be amended from time to time; and

WHEREAS, the Licensees are the owners of real property located in the Countryside PUD Phase XII-B subdivision, recorded in Map Book 43, Page 86, Public Records of Volusia County, Florida, hereinafter the "Subject Property", described on **Exhibit "B;"**; and

WHEREAS, the Licensees hereby acknowledge that the City public utilities are located within the right-of-way, including but not limited to locations beneath the proposed Improvements.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The City hereby grants to the Licensees a license to enter upon and to utilize the right-of-way known as Oak Crest Circle located and situated in Port Orange, Volusia County, Florida, adjacent to the Subject Property, as depicted on **Exhibit "B"** for the purpose of placing decorative pavement over the driveway apron and sidewalk area adjoining the Subject Property (hereinafter "Improvements") approved by the City as depicted on **Exhibit "A."**

2. All improvements, uses and activities shall comply with the policies established in Resolution No. 95-64 and with the terms and conditions of this License Agreement and exhibits hereto.

3. The Licensees jointly and severally assume all responsibility for the maintenance and, if necessary, replacement of all Improvements depicted on **Exhibit "A."**

4. The Licensees agree, upon thirty (30) days written notice from the City, to maintain, repair or replace all Improvements which require maintenance, repair or replacement. If no remedy is made within the specified time, the City reserves the right to remove all Improvements without further notice to the Licensees and at the sole cost and expense of the Licensees.

5. The City reserves the right to request removal of the Improvements depicted on **Exhibit "A"** in the event that the City needs to utilize the property for City purposes, such as road, bike path, public utility installation or maintenance, drainage improvement or other public uses. The City shall endeavor to give at least thirty (30) days prior notice to the Licensees. If the Improvements are not removed within the time specified by the City or in cases where emergency work by the City becomes necessary the City may remove or cause to be removed the Improvements without any liability to the City or obligation to replace same upon completion of the City project. The Licensees may replace the Improvements after the City repair or maintenance; and the Licensees shall be responsible for any and all expenses of the replacement of Improvements.

6. The Licensees agree that no improvements shall be made or altered in the right-of-way except as depicted on **Exhibit "A"** or subsequently approved amendments thereto. However, the Improvements may be maintained, repaired, replaced and removed.

7. The license granted by this License Agreement shall be effective during the period from the date of execution by both parties until terminated in accordance with the provisions specified herein.

8. Any party may terminate this License Agreement upon giving thirty (30) days prior written notice to the other party, after which time this License Agreement shall be of no force and effect. Upon termination by any party, the City shall have the option of requiring all Improvements to be removed or abandoned in place by the Licensees or maintained in their present state by the City and without further right or obligation by the Licensees. If the Licensees terminate this Agreement or otherwise fail to remain in good standing and in compliance with this Agreement, the City may maintain and repair the Improvements and the City shall not be obligated to either maintain or repair the Improvements and the City shall not be liable for either undertaking or failing to maintain or repair the Improvements. All costs and expenses of the City resulting from maintenance or repair of the Improvements, including administrative expenses, attorney's fees and costs, and expenses incurred in establishing and

operating a special district, shall be chargeable to and assessed by the City jointly and severally against all lots located within the development, subdivision or project located within the property described in **Exhibit "B"**. The City shall have the right to enforce collection of assessments for such costs and expenses by a lien jointly and severally against the lots, which lien shall include interest at the then highest lawful rate of interest and attorneys' fees and costs for collection thereof. The City shall have the right to establish a special district and to utilize any methods or procedures provided by law or ordinance for imposition and collection of the assessments described herein.

9. This license is given to the Licensees as an accommodation to the Licensees without any consideration. The Licensees acknowledge the legal title of the City to the right-of-way property described herein and agree never to deny such title or to claim title in the Licensees' name.

10. The license is personal to the Licensees and shall not inure to the successors or assigns of the Licensees. The rights, privileges and permission granted herein shall not be assignable by the Licensees in whole or in part. Upon the sale or transfer by the Licensees of title to the real property adjoining the right-of-way upon which the Improvements are located, the City shall have the immediate right to remove the improvements for which this license is granted; subject, however, to application made by the successor property owner for and due diligence in obtaining approval by the City of a new license agreement for the existing Improvements to remain in the right-of-way.

11. The Licensees shall exercise the rights, privileges and permission granted herein at the Licensees own risk. Licensees shall make monthly inspections of the paver surface within the right-of-way, including the driveway apron and sidewalk areas; and shall immediately repair any deviation in the surface. The Licensees shall not claim any damages from the City for any injuries or damages in connection with or on account of the exercise of such rights, privileges or permission, the condition of the City's property, or the use of the property. Licensees agree to maintain homeowner's general liability insurance including contractual liability and having a minimum coverage of **Three Hundred Thousand Dollars (\$300,000.00)**. In the event that the Licensees allow the required general liability insurance to elapse or expire, the City may remove all Improvements after thirty (30) days prior written notice to Licensees that the insurance had elapsed or expired. Further, the Licensees shall indemnify and hold harmless the City, its officers, employees and agents, from and against all claims, damages, losses and expenses, attorneys' fees and costs, arising out of, resulting from, or in any way connected with the condition of the City's property, the use of the property by Licensees, their invitees and members of the public, the exercise of the license granted by this License Agreement, the failure on the part of the Licensees to comply with any of the provisions specified herein, or the City's removal of any improvements depicted in **Exhibit "A"** or otherwise permitted by this License Agreement. The City shall not be liable to the Licensees if for any reason the Licensees' use of the Subject Property is hindered or disturbed.

12. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail, telegram or in person to: City Manager, City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, for the City; and to David A. Hands and Lynda A. Hands, 3941 Oak Crest Circle, Port Orange, Florida 32129, for the Licensees, or as otherwise designated in writing to all respective parties.

13. This Agreement shall be recorded in the Public Records of Volusia County, Florida. Upon execution of this Agreement, the Licensees agree to pay the City an amount equal to the applicable cost of recording this Agreement in the Public Records of Volusia County, Florida.

14. This License Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This License Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the respective dates below.

WITNESSES:

LICENSOR:

Printed Name: _____

CITY OF PORT ORANGE, FLORIDA

a chartered municipal corporation

Printed Name: _____

By: _____

Allen Green, Mayor

Printed Name: _____

Attest: _____

Robin L. Fenwick, CMC, City Clerk

Printed Name: _____

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Allen Green, as Mayor of the City of Port Orange, Florida, who acknowledged that he is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large

Printed name, commission and expiration:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Robin L. Fenwick, as the City Clerk of the City of Port Orange, Florida, who acknowledged that she is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large

Printed name, commission and expiration:

WITNESSES:

LICENSEES:

Printed Name: _____

David A. Hands

Printed Name: _____

Printed Name: _____

Lynda A. Hands

Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, David A. Hands, who is authorized to execute the foregoing LICENSE AGREEMENT, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

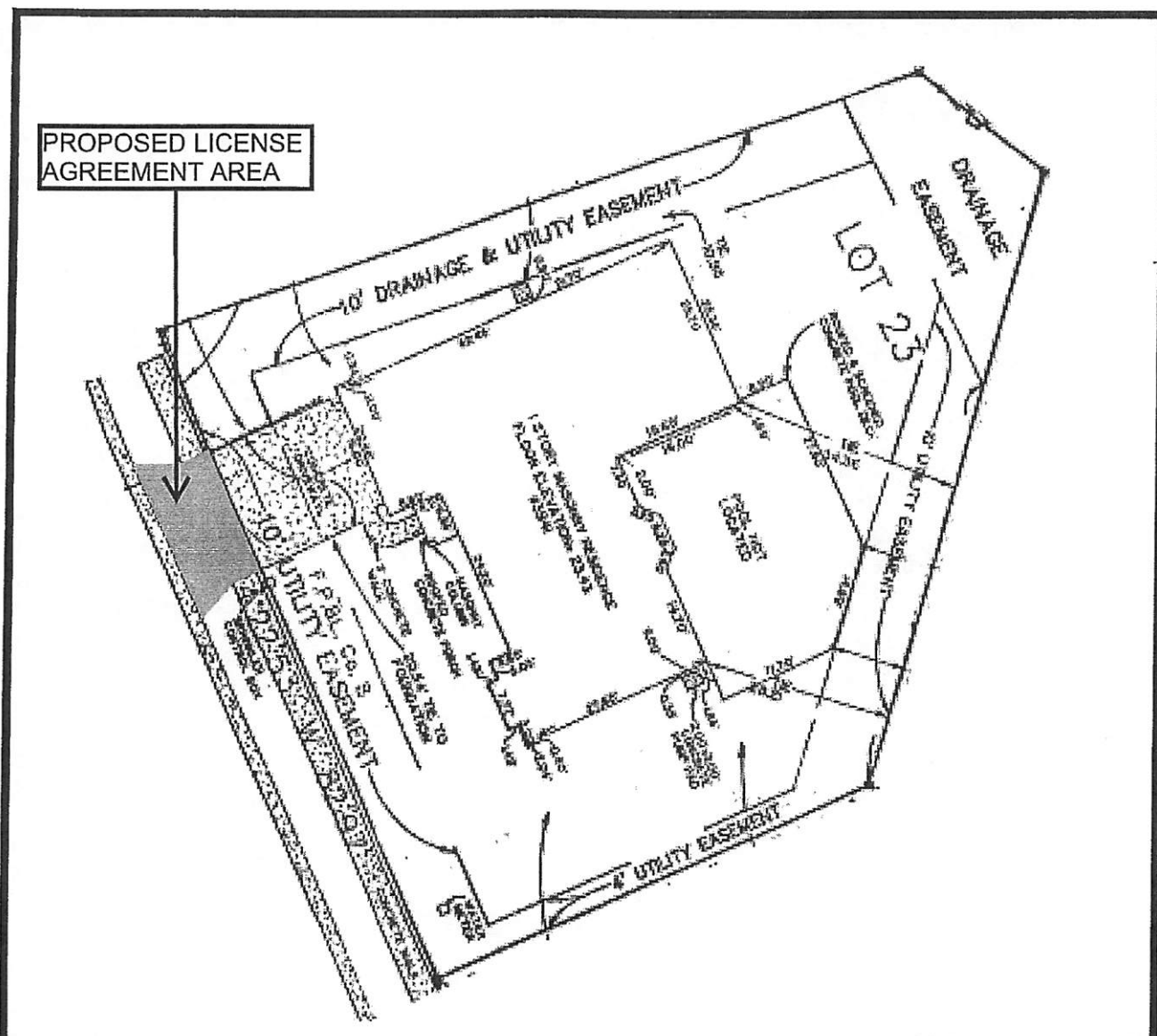
Notary Public, State of Florida at Large
Printed name, commission and expiration:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, Lynda A. Hands, who is authorized to execute the foregoing LICENSE AGREEMENT, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

EXHIBIT "A"



Case No.: 15-97500010

Applicant: David A. Hands and Lynda A. Hands,
property owners

Location: Lot 23, Countryside PUD, Unit XII - B
Subdivision; 3941 Oak Crest Circle

Requested Action: To approve and authorize the execution of a right-of-way license agreement for the construction of a decorative paver driveway apron and sidewalk in the Oak Crest Circle right-of-way



Location Map
CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT

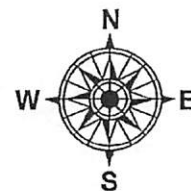


EXHIBIT "A"



Application for Driveway Pavers

Homeowner Name: David & Lynda Hands 3941 Oak Crest Circle Port Orange, FL

Paver Manufacturer: Tremron

Paver Style: 3 pc Old Town, 2 3/8" Thick

Paver Color: Mahogany Ash (tan and Brown)

Paver Pattern: Random

Paver Border: Same material as above, 3pc old town placed inline 4x6, 6x6, 6x9
is concrete Restaurant Panel.

Paver Min. Compaction Strength: 7200 PSI

Paver Bedding and Joint Filler: Crushed Concrete Base DOT White Sand

Paver Base Material, Thickness, & Compaction Requirement: Same
Material as above, 4" to 6", compacted to 97%

Paver Subgrade Compaction Requirement: 97%



Old Towne 3PC Pavers

Tremron Old Towne full size pavers are an excellent choice for driveways, patios, pool decks, walkways, and pathways.

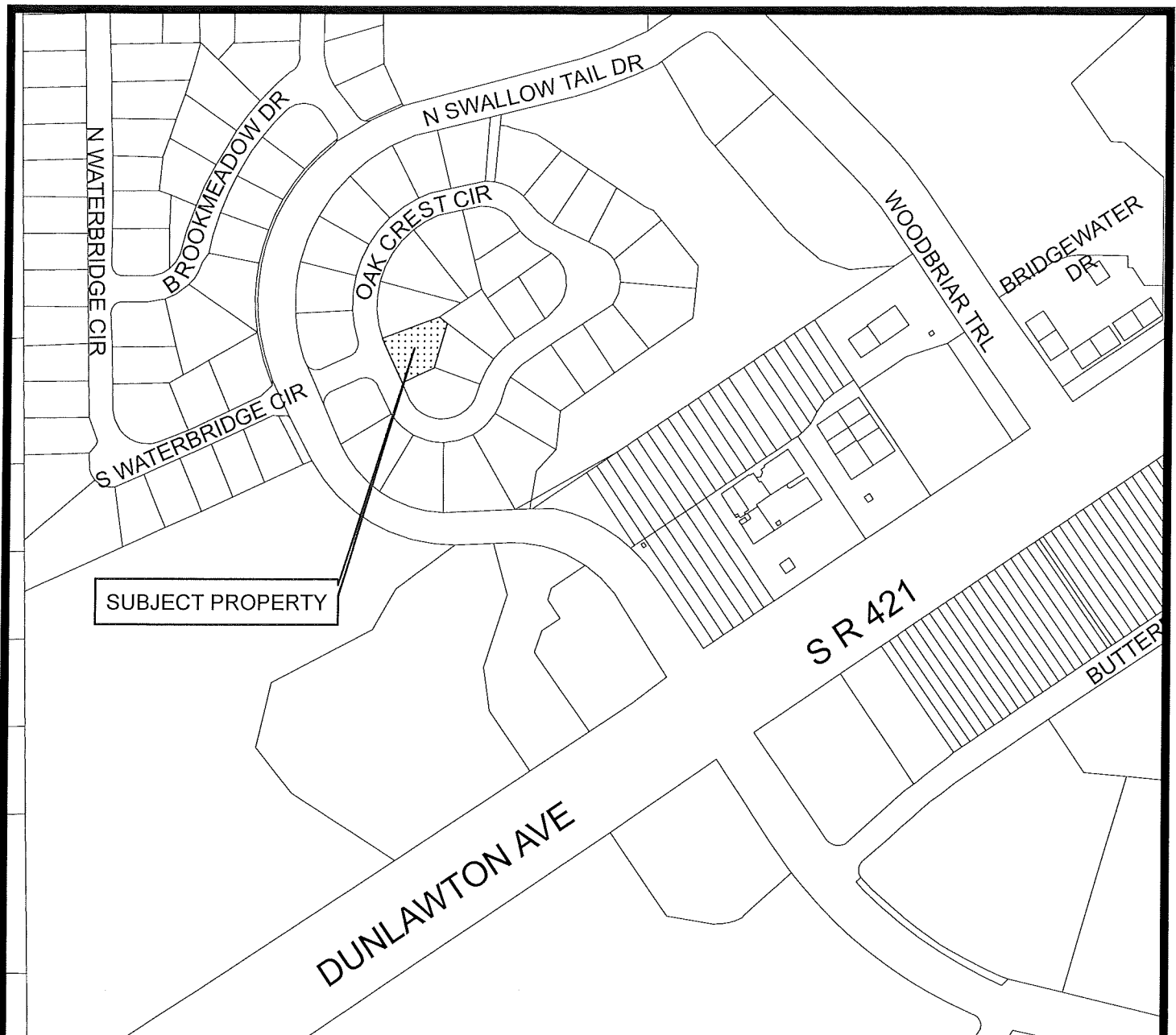
- ✓ Dimensions: 6"x4", 6"x6", 6"x9"
- ✓ 124 Square Feet per Cube 2 1/8" Pavers
- ✓ Standard Finish Available on 1" & 2 1/8" Pavers

4"x6", 6"x6", 6"x9"

EXHIBIT "B"

LEGAL DESCRIPTION

Lot 23, Countryside PUD, Unit XII – B , according to plat thereof, as recorded in Map Book 43, Page 86, Public Records of Volusia County, Florida.



Case No.: 15-97500010

Applicant: David A. Hands and Lynda A. Hands,
property owners

Location: Lot 23, Countryside PUD, Unit XII - B
Subdivision; 3941 Oak Crest Circle

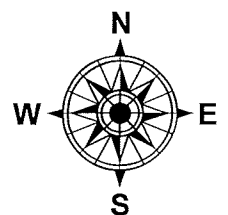
Requested Action: To approve and authorize
the execution of a right-of-
way license agreement for
the construction of a
decorative paver driveway
apron and sidewalk in the
Oak Crest Circle
right-of-way



Location Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT





December 14, 2015

David & Linda Hands
3941 Oak Crest Cir
Port Orange, FL 32129

Lot: 23 Unit: XII-B

Dear Mr. & Mrs. Hands:

Enclosed is a copy of your APPROVED R.A.R.C. application to install driveway pavers in the right of way, which was submitted by you.

Please be advised that approval is only valid for six months from receipt of this letter; otherwise, a new application must be submitted to the R.A.R.C. for approval.

Before beginning a project, you must obtain any permits required from the City of Port Orange.

If you have any questions regarding the above, please contact the committee by calling my office.

Sincerely,

A handwritten signature in black ink, appearing to read "Lee Williamson", is written over a light blue horizontal line.

Lee Williamson
Property Manager

LW/jt
Enclosure

COUNTRYSIDE P.U.D. RESIDENTIAL HOMEOWNERS ASSOCIATION, INC.
951 VILLAGE TRAIL, PORT ORANGE, FL 32127
TELEPHONE: 386-760-2604 FAX: 386-760-3509



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/19/2016

Consent item: Yes

SUBJECT: Proposed License Agreement – Lot 78, Twin Gates Mobile Estates
Subdivision; 78 Stone Gate Lane

DEPARTMENT: Community Development

GOAL: Quality of Life

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to authorize the Mayor and City Clerk to act on behalf of the City to execute a License Agreement for Lot 78, Twin Gates Mobile Estates Subdivision.

SUMMARY: Staff has received a right-of-way license agreement application for a portion of the Golden Gate Circle right-of-way frontage of Lot 78 of the Twin Gates Mobile Estates Subdivision. John Hamilton and Cheryl Boyle, the property owners, have submitted the application in connection with a proposal to replace an existing four-foot tall fence located in a portion of the Golden Gate Circle right-of-way area. The fence is necessary for the owners to comply with a safety requirement for an existing pool and pool deck that were constructed in the right-of way area in 1984. A building permit application has been submitted for the proposed fence replacement.

The applicant has been advised of applicable requirements and the License Agreement review process. The license agreement has the effect of requiring the property owner to maintain and if necessary, replace the improvement per the accepted standard construction requirements of the City. Further, should the property owner fail to abide by this requirement, it provides the City with the ability to take necessary corrective actions at the expense of the property owner. City liability concerns are addressed by the insurance certificate requirement and indemnity statement in the License Agreement document.

The License Agreement application has been reviewed for completeness and accuracy. City staff has reviewed the application and verified that required visual clearance at the intersection of Golden Gate Circle and Stone Gate Lane will not be compromised. There is a twenty-foot separation between the side yard property line and the edge of pavement in the proposed license agreement area. The license, if approved, will provide for the homeowners maintenance and repairs within the right-of-way.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	License Agreement	License Agreement.pdf
2.	Location Map	twin gate location map.pdf

Glor, Chip
Burman, Tim
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 01/05/2016
Approved - 01/06/2016
Approved - 01/13/2016
Final Approval - 01/13/2016

Return Recorded Document to:
Attention: Records Clerk
1000 City Center Circle
Port Orange FL 32129

This Document Prepared by:

Margaret T. Roberts
City Attorney
1000 City Center Circle
Port Orange, FL 32129

Parcel No.: 6308-02-00-0780

This Space Reserved for Recording Data

LICENSE AGREEMENT

THIS **LICENSE AGREEMENT** is made and entered into this ____ day of _____, 2016, by and between the City of Port Orange, Florida, a chartered municipal corporation ("City"), 1000 City Center Circle, Port Orange, FL 32129, ("Licensor"); and John Hamilton and Cheryl Boyle, husband and wife, whose mailing address is 78 Stone Gate Lane, Port Orange, FL 32129 ("Licensees").

PREMISES

WHEREAS, the City Council of the City of Port Orange has adopted Resolution No. 95-64, which establishes City policy regarding improvements within City rights-of-way by private citizens, homeowners associations, and developers; and

WHEREAS, the City and the Licensees have agreed on an improvement plan and specifications, as described on **Exhibit "A,"** attached hereto and incorporated herein by reference; and

WHEREAS, the Licensees hereby warrant to the City that the Licensees have full power and authority to enter into this Agreement, and that the Licensees agree to be bound by the terms and conditions hereof is in compliance with and shall remain in compliance with any declaration of covenants and restrictions, as may exist and as may be amended from time to time; and

WHEREAS, the Licensees are the owners of real property located in the Twingates Mobile Home Estates subdivision, recorded in Map Book 33, Page 48, Public Records of Volusia County, Florida, hereinafter the "Subject Property", described on **Exhibit "B;"** and

WHEREAS, the Licensees hereby acknowledge that the City public utilities are located within the right-of-way, including but not limited to locations beneath the proposed Improvements.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The City hereby grants to the Licensees a license to enter upon and to utilize the right-of-way known as Stone Gate Lane located and situated in Port Orange, Volusia County, Florida, adjacent to the Subject Property, as depicted on **Exhibit "B"** for the purpose of replacing an existing four-foot tall fence on the Subject Property (hereinafter "Improvements") approved by the City as depicted on **Exhibit "A."**

2. All improvements, uses and activities shall comply with the policies established in Resolution No. 95-64 and with the terms and conditions of this License Agreement and exhibits hereto.

3. The Licensees jointly and severally assume all responsibility for the maintenance and, if necessary, replacement of all Improvements depicted on **Exhibit "A."**

4. The Licensees agree, upon thirty (30) days written notice from the City, to maintain, repair or replace all Improvements which require maintenance, repair or replacement. If no remedy is made within the specified time, the City reserves the right to remove all Improvements without further notice to the Licensees and at the sole cost and expense of the Licensees.

5. The City reserves the right to request removal of the Improvements depicted on **Exhibit "A"** in the event that the City needs to utilize the property for City purposes, such as road, bike path, public utility installation or maintenance, drainage improvement or other public uses. The City shall endeavor to give at least thirty (30) days prior notice to the Licensees. If the Improvements are not removed within the time specified by the City or in cases where emergency work by the City becomes necessary the City may remove or cause to be removed the Improvements without any liability to the City or obligation to replace same upon completion of the City project. The Licensees may replace the Improvements after the City repair or maintenance; and the Licensees shall be responsible for any and all expenses of the replacement of Improvements.

6. The Licensees agree that no improvements shall be made or altered in the right-of-way except as depicted on **Exhibit "A"** or subsequently approved amendments thereto. However, the Improvements may be maintained, repaired, replaced and removed.

7. The license granted by this License Agreement shall be effective during the period from the date of execution by both parties until terminated in accordance with the provisions specified herein.

8. Any party may terminate this License Agreement upon giving thirty (30) days prior written notice to the other party, after which time this License Agreement shall be of no force and effect. Upon termination by any party, the City shall have the option of requiring all Improvements to be removed or abandoned in place by the Licensees or maintained in their present state by the City and without further right or obligation by the Licensees. If the Licensees terminate this Agreement or otherwise fail to remain in good standing and in compliance with this Agreement, the City may maintain and repair the Improvements and the City shall not be obligated to either maintain or repair the Improvements and the City shall not be liable for either undertaking or failing to maintain or repair the Improvements. All costs and expenses of the City resulting from maintenance or repair of the Improvements, including administrative expenses, attorney's fees and costs, and expenses incurred in establishing and

operating a special district, shall be chargeable to and assessed by the City jointly and severally against all lots located within the development, subdivision or project located within the property described in **Exhibit "B"**. The City shall have the right to enforce collection of assessments for such costs and expenses by a lien jointly and severally against the lots, which lien shall include interest at the then highest lawful rate of interest and attorneys' fees and costs for collection thereof. The City shall have the right to establish a special district and to utilize any methods or procedures provided by law or ordinance for imposition and collection of the assessments described herein.

9. This license is given to the Licensees as an accommodation to the Licensees without any consideration. The Licensees acknowledge the legal title of the City to the right-of-way property described herein and agree never to deny such title or to claim title in the Licensees' name.

10. The license is personal to the Licensees and shall not inure to the successors or assigns of the Licensees. The rights, privileges and permission granted herein shall not be assignable by the Licensees in whole or in part. Upon the sale or transfer by the Licensees of title to the real property adjoining the right-of-way upon which the Improvements are located, the City shall have the immediate right to remove the improvements for which this license is granted; subject, however, to application made by the successor property owner for and due diligence in obtaining approval by the City of a new license agreement for the existing Improvements to remain in the right-of-way.

11. The Licensees shall exercise the rights, privileges and permission granted herein at the Licensees own risk. Licensees shall make monthly inspections of the paver surface within the right-of-way, including the driveway apron and sidewalk areas; and shall immediately repair any deviation in the surface. The Licensees shall not claim any damages from the City for any injuries or damages in connection with or on account of the exercise of such rights, privileges or permission, the condition of the City's property, or the use of the property. Licensees agree to maintain homeowner's general liability insurance including contractual liability and having a minimum coverage of **Three Hundred Thousand Dollars (\$300,000.00)**. In the event that the Licensees allow the required general liability insurance to elapse or expire, the City may remove all Improvements after thirty (30) days prior written notice to Licensees that the insurance had elapsed or expired. Further, the Licensees shall indemnify and hold harmless the City, its officers, employees and agents, from and against all claims, damages, losses and expenses, attorneys' fees and costs, arising out of, resulting from, or in any way connected with the condition of the City's property, the use of the property by Licensees, their invitees and members of the public, the exercise of the license granted by this License Agreement, the failure on the part of the Licensees to comply with any of the provisions specified herein, or the City's removal of any improvements depicted in **Exhibit "A"** or otherwise permitted by this License Agreement. The City shall not be liable to the Licensees if for any reason the Licensees' use of the Subject Property is hindered or disturbed.

12. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail, telegram or in person to: City Manager, City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, for the City; and to John Hamilton and Cheryl Boyle, 3020 Bowker St., P.O. Box 172, Hilton Beach, Ontario, Can POR1GO for the Licensees, or as otherwise designated in writing to all respective parties.

13. This Agreement shall be recorded in the Public Records of Volusia County, Florida. Upon execution of this Agreement, the Licensees agree to pay the City an amount equal to the applicable cost of recording this Agreement in the Public Records of Volusia County, Florida.

14. This License Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This License Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the respective dates below.

WITNESSES:

LICENSOR:

Printed Name: _____

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Attest: _____
Robin L. Fenwick, CMC, City Clerk

Printed Name: _____

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Allen Green, as Mayor of the City of Port Orange, Florida, who acknowledged that he is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Robin L. Fenwick, as the City Clerk of the City of Port Orange, Florida, who acknowledged that she is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

WITNESSES:

LICENSEES:

Printed Name: _____

John Hamilton

Printed Name: _____

Printed Name: _____

Cheryl Boyle

Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, John Hamilton, who is authorized to execute the foregoing LICENSE AGREEMENT, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

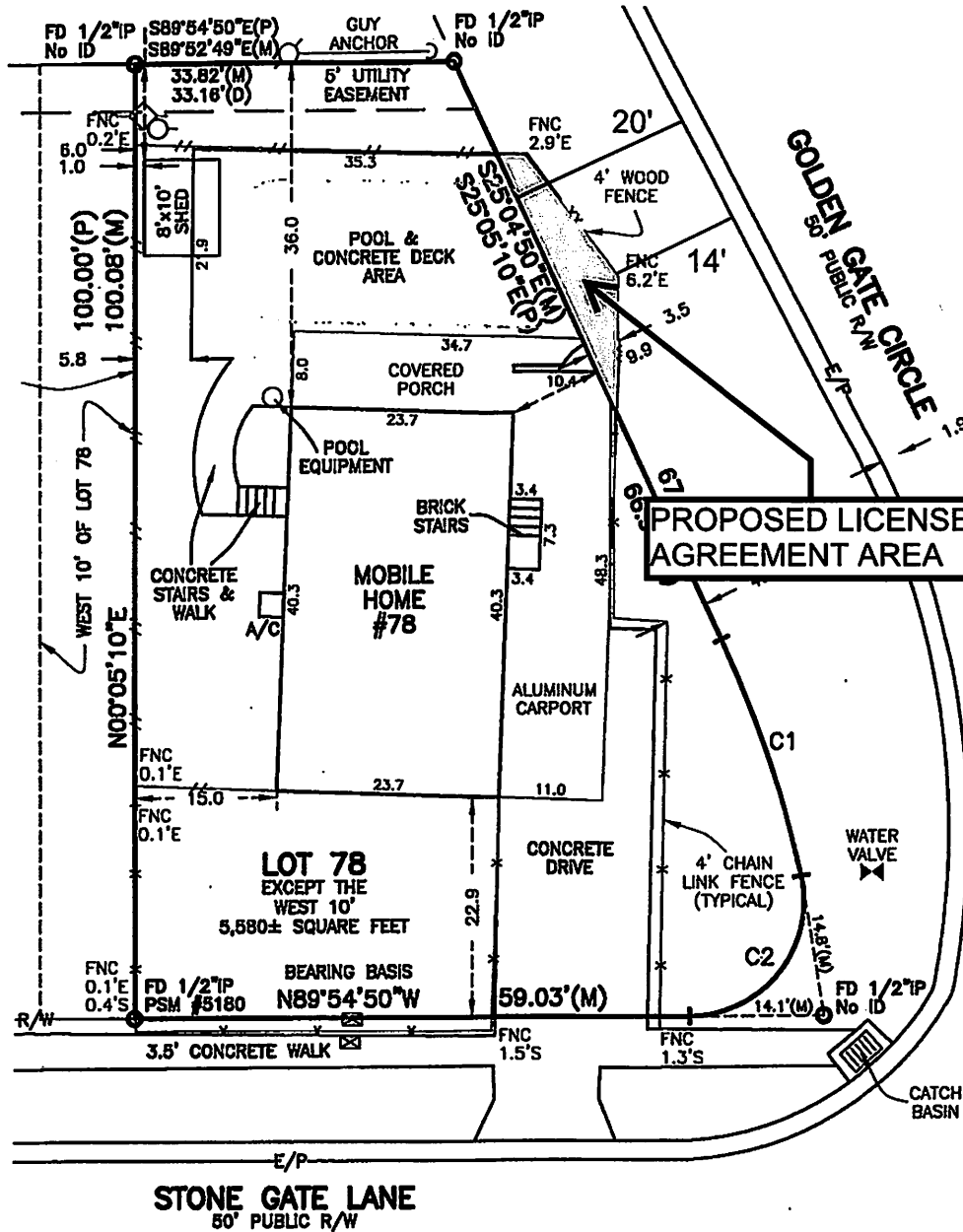
Notary Public, State of Florida at Large
Printed name, commission and expiration:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, Cheryl Boyle, who is authorized to execute the foregoing LICENSE AGREEMENT, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

EXHIBIT "A"



Case No.: 15-97500009

Applicant: John Hamilton and Cheryl Boyle, property owners

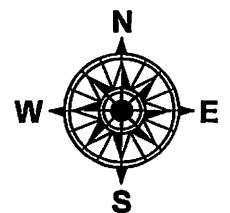
Location: Lot 78, Twingates Mobile Home Estates; 78 Stone Gate Lane

Requested Action: To approve and authorize the execution of a right-of-way license agreement for the proposed replacement of an existing fence in the Golden Gate Circle right-of-way



Location Map CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT



PRIVACY FENCE

EverGuard® offers a wide variety of maintenance free privacy options that are sure to complement your home or project. Your privacy fence should be more than just a barrier wall, it should be a reflection of your individual style. With that in mind, we offer a wide variety of rail sizes, decorative tops and colors to choose from, ensuring that you'll find the fence that is right for you.

COLORS

White

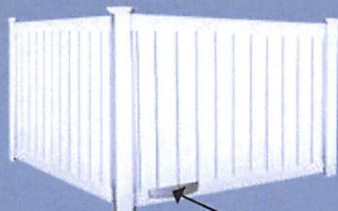
Tan

Gray*

Clay*

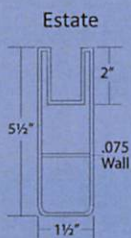
* Minimum order size may apply.

RAIL STYLES

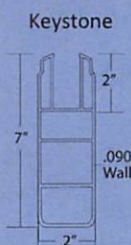


Reinforced bottom rail available on all privacy panels.

POCKET RAIL

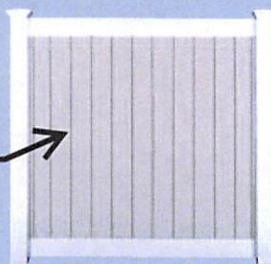


DECO RAIL

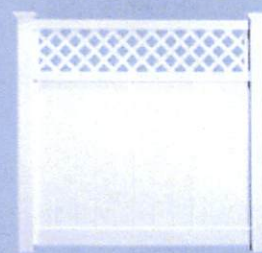


ESTATE PRIVACY WITH LATTICE

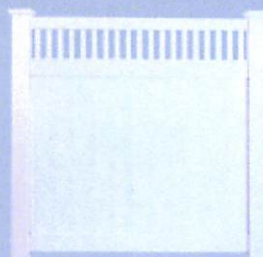
ADDITIONAL PRIVACY OPTIONS



ESTATE COMBO



ESTATE WITH LATTICE



HAMPTON



SUMMIT

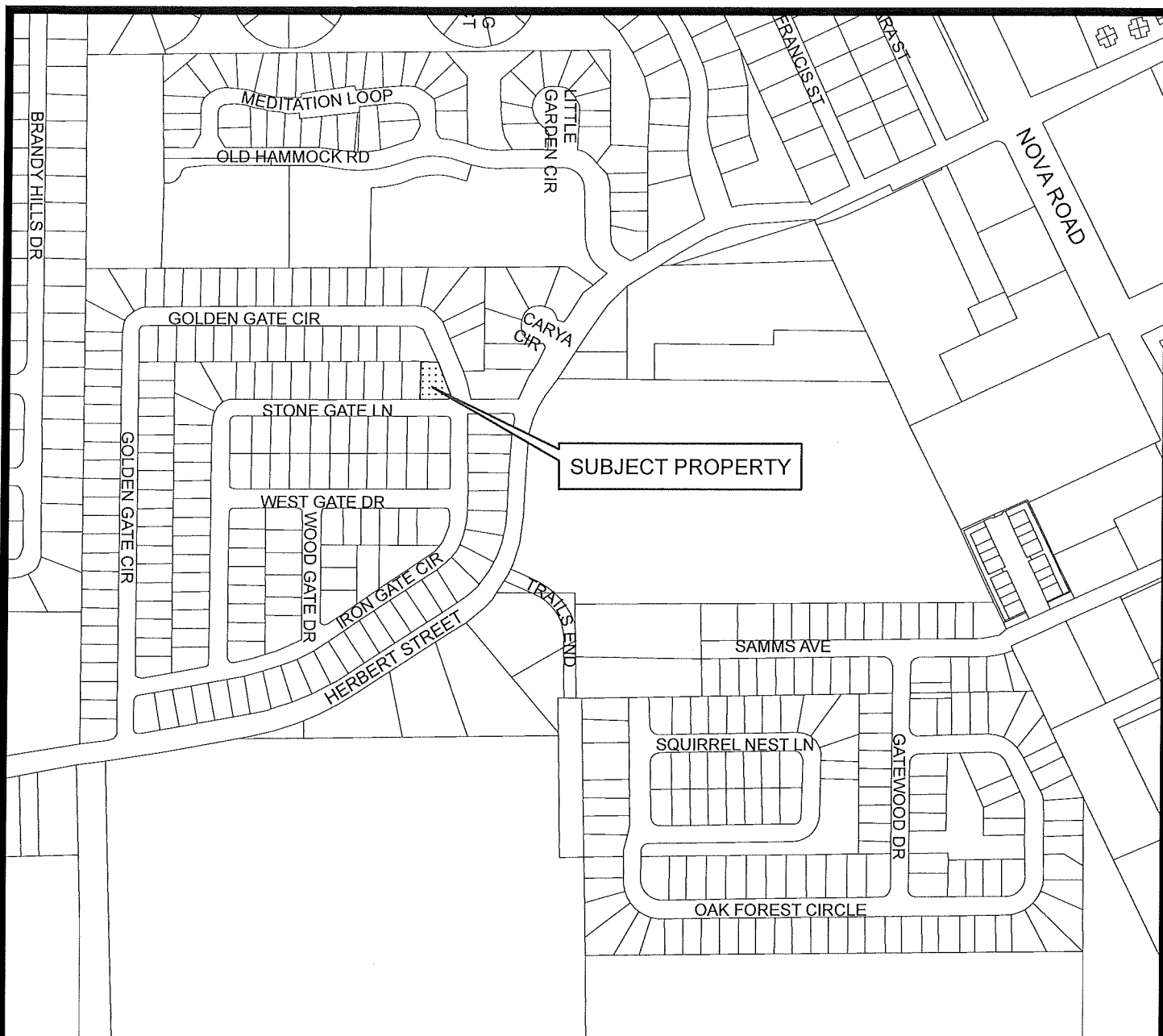
PRIVACY FEATURES

- Two pocket rail options available:
 - Estate 1-1/2" x 5-1/2" (Reinforced bottom rail standard)
 - Keystone 2" x 7" (Reinforced bottom rail optional)
- 6" tongue and groove pickets, 11.3" available in limited locations
- Panels offered in 6' and 8' widths
- ReadIPak packaging available for quick and easy installation
- Made from high quality virgin vinyl raw materials

EXHIBIT "B"

LEGAL DESCRIPTION

Lot 78, except the westerly 10.00 feet thereof, Twin Gates Mobile Estates Subdivision as recorded in Map Book 33, Page 48, Public Records of Volusia County, Florida.



Case No.: 15-97500009

Applicant: John Hamilton and Cheryl Boyle,
property owners

Location: Lot 78, Twingates Mobile Home
Estates; 78 Stone Gate Lane

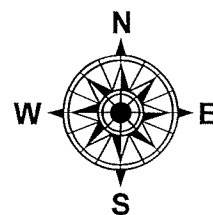
Requested Action: To approve and authorize
the execution of a right-of-
way license agreement for
the proposed replacement
of an existing fence in the
Golden Gate Circle
right-of-way



Location Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/19/2016

Consent item: Yes

SUBJECT: Major Special Event Request - Volusia Flagler Family YMCA 5K @ Aunt Catfish Restaurant at 4009 & 4108 Halifax Drive and 4085 Ridgewood Avenue.

DEPARTMENT: Community Development

GOAL: 2 - Quality of Life

OBJECTIVE: N/A

RECOMMENDED MOTION: To approve the Special Event request for the Port Orange LIVESTRONG YMCA 5K located at 4009 & 4108 Halifax Drive and 4085 Ridgewood Avenue.

SUMMARY: Staff has received a repeat special event request for a 5K race from Mica Cyrus, special event director for the Volusia Flagler Family YMCA. The proposed hours of the event are from 8:00 a.m. until 11:00 a.m. on January 24, 2016. The event is to raise money for scholarships for the Port Orange YMCA. The event will start at Aunt Catfish located at 4009 Halifax Drive. Runners will proceed south on Halifax Drive, turn around at White Place and run over the Dunlawton Bridge finishing at Aunt Catfish. There will be an awards ceremony after completion of the race to be held at Panheads Pizzeria located at 4085 Ridgewood Avenue. The ceremony will include designated areas for refreshments, a live DJ, and three sponsor exhibit tents. There will be port-o-lets and trash receptacles on site for the ceremony events.

The event director has also requested the surety bond be waived due to past good performance in clean up after the last event. The cost of the surety bond is determined by the City Council as outlined in Chapter 58, Article III, of the City of Port Orange Code of Ordinances, and has generally been set at \$250 when required. The proposed event is structured in the same way as the event approved last year for the Volusia Flagler Family YMCA 5K and qualifies for the repeat event reduced application fee of \$150.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	YMCA 5K SE Application	2016.pdf

Schmotzer, Melanie
Burman, Tim

Created/Initiated - 01/11/2016
Approved - 01/13/2016

Lovallo, Susan	Approved - 01/13/2016
Grimaldi, Thomas	Approved - 01/13/2016
Adumuah, Branford	Approved - 01/13/2016
Johansson, M. Jake	Final Approval - 01/13/2016



CITY OF PORT ORANGE

Department of Community Development
1000 City Center Cir.
Port Orange, FL 32129
Phone: (386) 506-5600 Fax: (386) 506-5699

DATE RECEIVED:

RECEIVED BY:

PERMIT NO.:

11/19/15
ABonin
15-5195

SPECIAL EVENT PERMIT APPLICATION

City Ordinance No. 2013-16 & Fee Resolution No. 13-58 – Chapter 58 Article III, Code of Ordinances

Name of Business/Organization Hosting Event: YMCA Port Orange
Event Site Address: 4009 Halifax Dr. Port Orange FL 32127
Event Contact Person: Mica Cyrus
Email Address: MCyrus@VFYMCA.ORG Phone: 386-405-9889
Description of Event: 5K Run/Walk

Dates of Event: ~~01/24/2016~~ 1/24/16 Repeat Event: YES ☒ NO ☐
Number of Temporary Merchants: 1 (Finish Line Shop) Signs: YES ☒ NO ☐
Temporary Power: YES ☐ NO ☒ Tents: YES ☐ NO ☒

SPECIAL EVENT APPLICATION REQUIREMENTS

Application for **Major Special Events** must be submitted at least **forty-five (45)** days in advance of the requested event. **Minor Special Events** must be submitted at least **seven (7)** days in advance.

Required Documents:

1. Letter of request
2. Proof of ownership, written lease, or notarized authorization form
3. Sketch of the event layout on the property
4. Completed application checklist (attached)

PERMIT APPLICATION FEES**

- ☒ **MINOR SPECIAL EVENTS** (Seven days or less)
\$100.00 \$50
- ☐ **MAJOR SPECIAL EVENTS** (Seven days or less)
\$300.00*
- ☐ **MAJOR SPECIAL EVENTS** (More than seven days)
\$500.00*

* Repeat events on properties in good standing with City departments may be eligible for a reduced application fee.

** Additional fees may apply if City resources such as Public Works or Police Department are requested or required.



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

November, 16th 2015

City of Port Orange

SUBJECT: Port Orange LIVESTRONG at the YMCA 5k
@ Aunt Catfish on the River

The Volusia Flagler Family YMCA is always developing ways to impact our community through Healthy Living, Youth Development and Social Responsibility. Please accept this letter and accompanying information as a request to hold our Port Orange Family YMCA and Aunt Catfish's on the River 5k on Sunday January 24th at 8:00am. Attached you will find all of the required documents for approval.

Please be aware that all proceeds raised from this event will directly benefit the Port Orange Family YMCA LIVESTRONG Program which helps with cancer survivors in our community.

Thank you for taking the time to review our application.

Sincerely,

Mica Cyrus
Special Event Director
Volusia Flagler Family YMCA
E. mcyrus@vfymca.org C. 386-405-9889

Volusia Flagler Family YMCA
Association Office
761 E. International Speedway Boulevard
DeLand, FL 32724
Phone: (386) 738-9622 Fax: (386) 822-9622



The mission of the YMCA is to put Christian principles into practice through programs that build healthy spirit, mind, and body for all.



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 04/11

85-8013262188C-0	03/31/2015	03/31/2020	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

VOLUSIA FLAGLER FAMILY YOUNG MENS
CHRISTIAN ASSOCIATION INC
761 E INTERNATIONAL SPEEDWAY BLVD
DELAND FL 32724-2509

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.



VOLFLY1

OP ID: JW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/03/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach, FL 32115-2412 Ann-Marie Zweifel	CONTACT NAME: Laurie Kohler	
	PHONE (A/C, No, Ext): 386-252-9601	FAX (A/C, No): 386-239-5729
	E-MAIL ADDRESS: lkohler@bbdaytona.com	
INSURED VOLUSIA FLAGLER FAMILY YOUNG MEN'S CHRISTIAN ASSOC. INC. 761 E INTERNATIONAL SPDWY DELAND, FL 32724	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zurich American Ins Co	
	INSURER B: American Guarantee & Liability	
	INSURER C: Zenith Ins Co	
	INSURER D:	
	INSURER E:	
INSURER F:		
	NAIC #	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ SEXUAL ABUSE INCL GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			PRA102635300	12/01/2014	12/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Emp Ben. \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			PRA102635300	12/01/2014	12/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			AUC008281100	12/01/2014	12/01/2015	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A		Z126560901	04/01/2014	04/01/2015	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

CITYP02

CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32127

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.



VOLFLY1

OP ID: JW

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DATE (MM/DD/YYYY)
12/03/2014

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PRODUCER Brown & Brown of Florida, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach, FL 32115-2412 Ann-Marie Zweifel	CONTACT NAME: Laurie Kohler	FAX (A/C, No): 386-239-5729
	PHONE (A/C, No, Ext): 386-252-9601	E-MAIL ADDRESS: lkohler@bbdaytona.com
INSURED VOLUSIA FLAGLER FAMILY YOUNG MEN'S CHRISTIAN ASSOC. INC. 761 E INTERNATIONAL SPDWY DELAND, FL 32724	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zurich American Ins Co	NAIC # 16535
	INSURER B: American Guarantee & Liability	26247
	INSURER C: Zenith Ins Co	13269
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			PRA102635300	12/01/2014	12/01/2015	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☒ SEXUAL ABUSE INCL						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$ 3,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 1,000,000
							Emp Ben. \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY			PRA102635300	12/01/2014	12/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
B	☒ UMBRELLA LIAB	☒ OCCUR		AUC008281100	12/01/2014	12/01/2015	EACH OCCURRENCE \$ 3,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$ 3,000,000
	DED ☒ RETENTION \$ 0						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N		Z126560901	04/01/2014	04/01/2015	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ N/A					E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

AUNTC01

AUNT CATFISH
4009 HALIFAX DR
PORT ORANGE, FL 32127

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

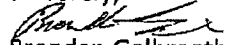


11-17-15

To Whom It May Concern,

Mica Cyrus and the YMCA have my permission to utilize the properties at 4009 Halifax Dr., 4108 Halifax Dr. and 4085 Ridgewood Ave. on Sunday January 24, 2016 for their 5k. Feel free to contact me with any questions.

Sincerely,


Brendan Galbreath