

AN ORDINANCE OF THE CITY OF DELAND, FLORIDA, CHANGING THE ZONING FROM VOLUSIA COUNTY R-6, URBAN TWO FAMILY RESIDENTIAL TO PD, PLANNED DEVELOPMENT DISTRICT, ON DESCRIBED PROPERTY LOCATED ON THE NORTHWEST CORNER OF WOODLAND BOULEVARD AND VIOLETWOOD ROAD; APPROVING A DEVELOPMENT PLAN FOR RETAIL AND OFFICE USES, A PLANNED DEVELOPMENT CONSISTING OF APPROXIMATELY 9.14 ACRES OF PROPERTY; DIRECTING A CHANGE IN THE COMPREHENSIVE ZONING MAP; CONDITIONING FINAL DEVELOPMENT APPROVAL ON A DETERMINATION OF CONCURRENCY; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, William C. Reynolds for CRF-DeLand, LLC, owner (hereinafter referred to as "Applicant"), owns a 9.14 acre parcel of land located on the northwest corner of Woodland Boulevard and Violetwood Road, which is more particularly described in the legal description attached hereto as Exhibit "A" and by this reference made a part hereof; and

WHEREAS, Applicant has applied for a change of zoning from the present zoning classification of Volusia County R-6, Urban Two Family Residential to PD, Planned Development District; and

WHEREAS, said rezoning as a PD District is consistent with both the Comprehensive Plan and the purpose and intent of Section 33-32 of the Code of Ordinances of the City of DeLand (the "Code"); and

WHEREAS, Applicant has submitted an application for approval of a development plan for the Woodland Crossings Retail Center PD to encompass all of the property described in Exhibit "A" (hereinafter the "Property" or the "Project"); and

WHEREAS, the proposed development plan meets or exceeds the minimum conditions and standards for the PD District with respect to minimum development size, perimeter setbacks, comprehensive plan consistency, internal compatibility, external compatibility, open spaces, sidewalks, environmental constraints, internal access and circulation, external transportation access, off-street parking, public facilities and unified control; and

WHEREAS, the proposed development plan is consistent with the Business Retail land use designation which: encourages intensified development in outlying or newly developed areas for a variety of commercial and office needs; encourages clustering of new development to promote shared facilities and access and to discourage linear development along collector and arterial level roadways; permits energy and cost effective delivery of services; and, requires properly designed ingress and egress to avoid undue traffic hazards or congestion.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF DELAND, FLORIDA:

Section 1. The City Commission has held a public hearing to approve the change of zoning from Volusia County R-6, Urban Two Family Residential to PD, Planned Development District.

Section 2. Pursuant to the determination made at public hearing, the City Commission hereby amends the Comprehensive Zoning Map of the City to include the land described in Exhibit "A" as Woodland Crossings Retail Center PD, Planned Development District.

Section 3. The zoning of the Property as PD, Planned Development District, is made pursuant to Section 33-32 of the Code and the development of the Property shall take place in accordance with that Section and in substantial compliance with the Development Plan Report, Narrative, Maps and other supporting documentation submitted by Applicant which shall be filed and retained for public inspection in the office of the City Planning Department and constitute a supplement to the official Zoning Map of the City.

Section 4. The approved Development Plan for the Woodland Crossings Retail Center PD, including the Development Plan Agreement, Map and other supporting documentation (on file with the City Planning Department), are attached hereto as Exhibit "B" and by this reference made a part hereof.

Section 5. The failure of the approved Development Plan to address a particular permit, condition, term or restriction shall not relieve the Applicant of the necessity of complying with any law governing said permitting requirements, conditions, terms or restrictions, as same may be amended or enacted from time to time in the future. All current land development regulations of the City are applicable to the PD District except to the extent that they conflict with a specific provision of the approved Development Plan.

Section 6. At the time of development, the Applicant shall comply with all relevant building codes and development standards contained in the City's Code of Ordinances or in the Development Plan; provided, however, that the development standards contained in the adopted Development Plan shall supersede comparable standards contained in the Code of Ordinances.

Section 7. Pursuant to Article 5 of the City's Land Development Regulations, the Applicant shall comply with all applicable infrastructure regulations.

Section 8. The City Commission may rezone any portion of the Project which has not obtained a certificate of occupancy within five years from the date of adoption of this Ordinance.

Section 9. Prior to the issuance of a building permit for any nonresidential development, Applicant shall submit an easement document, acceptable to the City of DeLand, permitting additions to shared access, parking, utilities and stormwater.

Section 10. The City Engineer, Planning Director and Building Department are hereby directed to change the Comprehensive Zoning Map of the City of DeLand to conform with the change of zoning enacted in this Ordinance.

Section 11. No rights to obtain final development orders nor any rights to develop the property have been granted or implied by this Ordinance. Final development orders for the property including, but not limited to, subdivision and site plan approval shall be subject to a determination of concurrency.

Section 12. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 13. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 26th day of July, 2006.

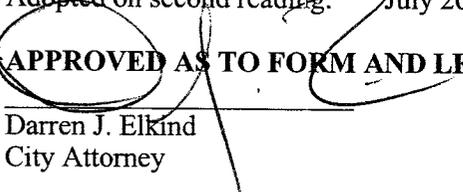

Robert F. Apgar
Mayor - Commissioner

ATTEST:


Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: May 15, 2006
Adopted on second reading: July 26, 2006

APPROVED AS TO FORM AND LEGALITY:


Darren J. Elkind
City Attorney

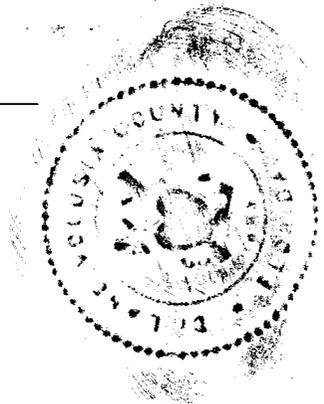
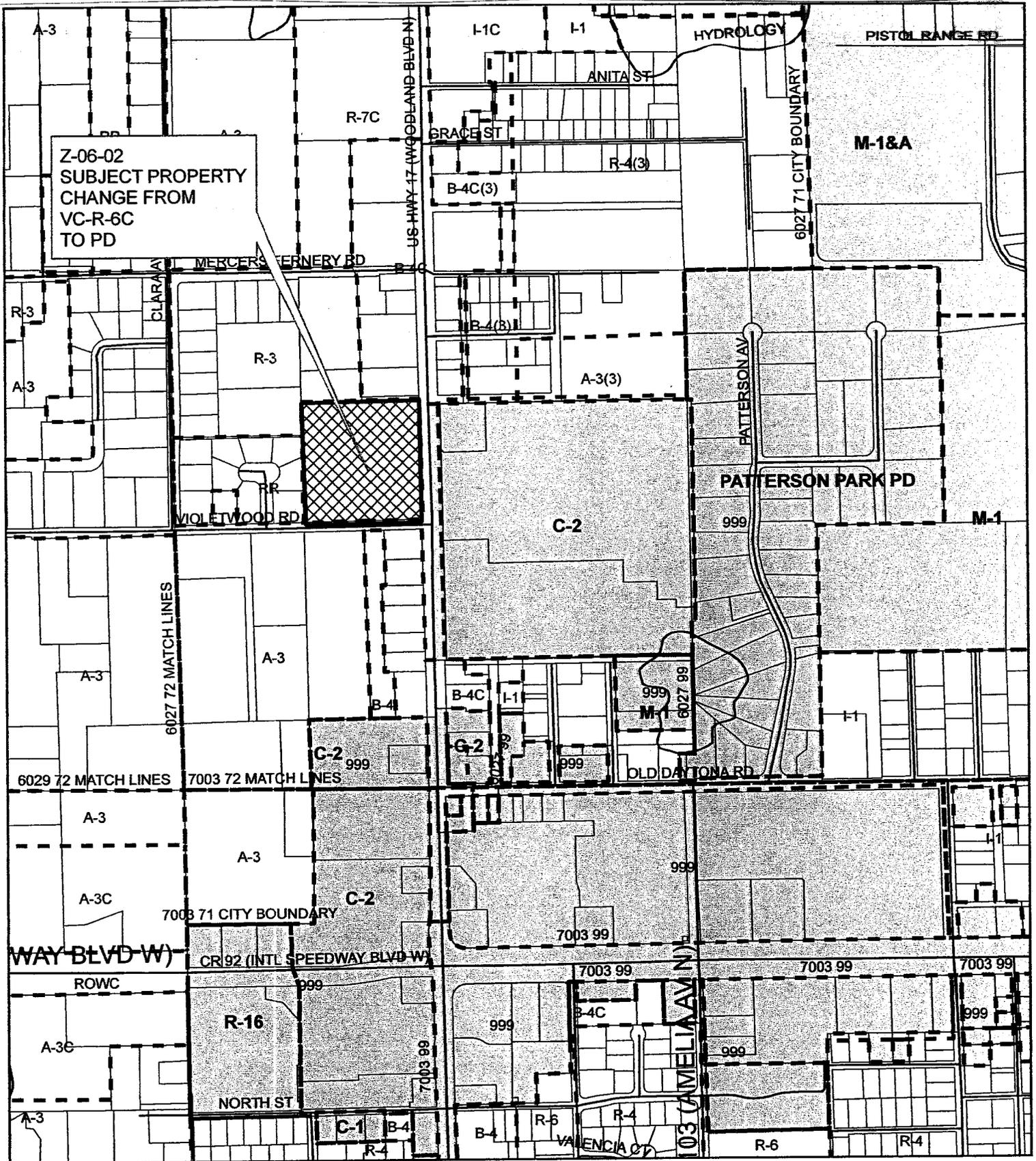


Exhibit "A"

LEGAL DESCRIPTION:

THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 16 SOUTH, RANGE 30 EAST, IN VOLUSIA COUNTY, FLORIDA, LESS AND EXCEPT THAT PART CONVEYED TO THE STATE OF FLORIDA BY WARRANTY DEED RECORDED JULY 10, 1952 IN DEED BOOK 467, PAGE 263, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.



PLANNING BOARD

Z-06-02

4/19/06



City of DeLand



Faith, Hope & Charity

EXHIBIT B

WOODLAND CROSSINGS
PLANNED DEVELOPMENT AGREEMENT

IN THE CITY COMMISSION OF THE
CITY OF DELAND, FLORIDA

CASE NUMBER: Z-06-02
APPLICANT: CRF-DELAND, LCC

ORDINANCE # 06-35

**ORDER AND RESOLUTION
GRANTING A REQUEST FOR CHANGE OF ZONING FROM
VOLUSIA COUNTY R-6C (URBAN TWO FAMILY RESIDENTIAL)
TO WOODLAND CROSSINGS PD (PLANNED DEVELOPMENT).**

The zoning application ("Application") of CRF-DELAND, LLC, a Florida limited liability company ("Applicant"), was heard by and before the City Commission for Deland, Florida, on July 24, 2006. Based upon the verified Application and other supporting documents, maps, charts, overlays, other evidence and instruments; the advice, report, and recommendations of the Community Development, and other Departments and agencies of DeLand, Florida; and the testimony adduced and evidence received at the public hearing on this Application by the Planning Board on ~~July 24, 2006~~ ^{April 19, 2006}, and otherwise  being fully advised, the City Commission does hereby find and determine as follows:

GENERAL FINDINGS

A. That the application of Applicant was duly and properly filed herein on February 13, 2006 as required by law.

B. That all fees and costs which are by law, regulation, or Ordinance required to be borne and paid by the applicant have been paid.

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C. That the applicant is the owner of an approximately 8.95 acre parcel of land which is situated in DeLand, Florida. This parcel of land is described more particularly in the survey and legal description, a true copy of which is attached hereto as Exhibit "A" (the "Property").

D. That the Applicant has complied with the concept plan provision as required by Land Development Regulations Ordinance # 2002-09, as amended.

E. That the Applicant has complied with the "Due Public Notice" requirements of the City Commission, Land Development Regulations Ordinance # 2002-09 , as amended.

F. That the Applicant agrees with the provisions of the Development Agreement.

FINDINGS REGARDING REZONING

A. That the Applicant has applied for a change of zoning from the present zoning classification(s) of the parcel described in Exhibit "A" from Volusia County R-6C to City of Deland PD (Planned Development), and has applied for a change in land use designation from Volusia County Commercial to City of Deland Business Retail.

B. That the said rezoning to a PD is consistent with both the City of DeLand Comprehensive Plan Ordinance # 1990-04, as amended, and the intent and purpose of the City of DeLand Land Development Regulations Ordinance # 2002-09, as amended, and does promote the public health, safety, morals, general welfare and orderly growth of the

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1 area affected by the rezoning request.

2

3 NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY OF
4 DELAND, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE CITY
5 COMMISSION CHAMBERS, 121 WEST RICH AVENUE, DELAND, FLORIDA, THIS 24th
6 DAY OF JULY, 2006, AS FOLLOWS:

7

8 A. That the Applicant's Application for the rezoning of the subject parcel is
9 hereby granted.

10

11 B. That the zoning classification for the Property is hereby amended from
12 Volusia County R-6C to City of Deland PD as described in Article XII of the City of DeLand,
13 Land Development Regulations Ordinance # 2002-09, as amended.

14

15 C. That the Official Zoning Map of the City of DeLand, is hereby amended to
16 show the rezoning of said parcel to the Woodland Crossings PD.

17

18 D. That the City of DeLand Land Development Regulations Ordinance # 2002-
19 09, as amended, is consistent with the provisions of the "Development Agreement" as
20 hereinafter set forth in this Ordinance and with respect to any conflict between Land
21 Development Regulations Ordinance # 2002-09, as amended, and the "Development
22 Agreement", the provisions of the "Development Agreement" shall govern. Ordinance No.
23 02-09, as amended, shall govern with respect to any matter not covered by the
24 "Development Agreement." The City of Deland, will ensure overall compliance with this

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1 Ordinance.

2

3 E. Unless otherwise provided for herein the City of DeLand, Land Development
4 Regulations Ordinance # 2002-09, as amended, shall apply to the PD in the same manner
5 as the C-2 Commercial zoning classification as provided below.

6

7 F. Nothing in this Ordinance shall abridge the requirements of any City of
8 DeLand Ordinance other than Ordinance 2002-09, as amended. Timing and review
9 procedures contained in this Order and Resolution may be modified to comply with the City
10 of DeLand Land Development Regulations, Ordinance No. 2002-09, as amended. Further,
11 nothing in the Development Agreement is intended to abridge the requirements of
12 Ordinance No. 2002-09, as amended, and any other City Ordinances.

13

14 DEVELOPMENT AGREEMENT

15

16 A. Development Concept The Property shall be developed as a PD
17 substantially in accordance with the Planned Development Plan. The Planned
18 Development Plan shall govern the development of the property as a PD and shall regulate
19 the future land use of this Property.

20 1. Planned Development Plan The Planned Development Plan shall
21 consist of the site plan prepared by Kimley-Horn & Associates / Urban Resources Group
22 dated February 7, 2006, and submitted to the City of Deland on May 5, 2006, as amended
23 (the "Development Plan Map"), and this Development Agreement. The Planned
24 Development Plan is hereby approved and incorporated in this Ordinance by reference as

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1 Exhibit "B". The Planned Development Plan shall be filed and retained for public
2 inspection in the Planning Department and it shall constitute a supplement to the Official
3 Zoning Map of the City of DeLand.

4 2. Amendments. All amendments of the Planned Development Plan,
5 other than those deemed by the Planning Department to be minor amendments as set out
6 in Ordinance No. 2002-09, as amended, shall require the review and recommendation of
7 the Planning Board and action by the City Commission in the same manner as a rezoning
8 of the Property.

9 3. Preliminary Plat Approval. After the Planned Development Plan is
10 recorded, and prior to issuance of any permits for construction, including clearing and
11 landfill, a Preliminary Plat shall be prepared and submitted for review and approval in the
12 manner required by Article 13 of the City of DeLand, Land Development Regulations
13 Ordinance # 2002-09, as amended.

14
15 B. Unified Ownership. The Applicant, or its successors or assigns, shall
16 maintain unified ownership of the subject parcel until after issuance of the Final Plat
17 Development Order.

18
19 C. Phases of Development. The Applicant shall develop the office/retail and
20 retail strip indicated on the Development Plan Map within twelve (12) months after approval
21 of the PD. The portions of the Development Plan Map identified as Lot 2 , Lot 3 and Lot 4
22 shall be developed by third party purchasers. The development of Lots 2, 3 and 4 may
23 occur simultaneously with the development of the shopping center, or may occur
24 thereafter.

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D. Land Uses Within the PD. The development of the parcel shall be consistent with the uses prescribed for each area within the proposed Woodland Crossings PD. The location and size of said land use areas are shown on the Planned Development Plan. The following land uses shall be allowed as permitted principal uses and structures along with their customary accessory uses and structures: all uses allowed within C-2 Commercial, including, without limitation, a 17,600 square foot office/retail center, a 14,000 square foot retail center, a 6,000 square foot restaurant use and a 3,820 square foot bank use, all as indicated on the Planned Development Plan.

E. Development Standards. The development standards for the Woodland Crossings PD shall be those associated with the C-2 Commercial zoning district, unless noted as follows or on the Development Plan Map:

1. Setbacks. The setbacks shall be as follows:

- a. Front (adjacent to Woodland Boulevard right-of-way)- 186 feet
- b. Rear (adjacent to West project boundary)- 113 feet
- c. Side (adjacent to Violetwood Road right-of-way)- 73 feet
- d. Side (adjacent to North project boundary)- 36 feet
- e. Internal (adjacent to property lines between commercial lots)-

17 feet

2. Landscape Buffers: The landscape buffer requirements shall be as follows:

- a. Front (adjacent to Woodland Boulevard right-of-way)- 48 feet

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- b. Rear (adjacent to West project boundary)- 113 feet
- c. Side (adjacent to Violetwood Road right-of-way)- 59 feet
- d. Side (adjacent to North project boundary)- 20 feet

3. The setback and landscape buffer requirements set forth herein shall only apply to Lot 1 of the Woodland Crossings PD. Upon development of Lot 2, Lot 3 and Lot 4 of the Woodland Crossings PD, the developers thereof shall adhere to the minimum setback and landscape buffer requirements set forth in the City of Deland Land Development Code.

F. Environmental Considerations. The environmental conditions for the Woodland Crossings PD have been addressed in an environmental assessment report conducted by Environmental Services, Inc., and submitted to the City of Deland.

G. Sewage Disposal and Potable Water. Provision for sewage disposal and potable water needs of the PD will be provided in accordance with the Comprehensive Plan, Ordinance No.1990-04, as amended, the Land Development Regulations Ordinance No. 2002-09, as amended, and State of Florida Administrative Code 64E-6.

H. Stormwater Drainage. Provision for stormwater retention shall be in accordance with the Land Development Regulations Ordinance # 2002-09, as amended.

I. Access and Transportation System Improvements. All access and transportation system improvements shall be provided in accordance with the Land Development Regulations, Ord. 02-09, as amended. The parcel shall be developed in

1 substantial accordance with the following access and transportation system improvements:

2
3 1. Access. The Woodland Crossings PD will gain access through a single
4 access point on North Woodland Boulevard – U.S. Highway 17 – State Road 15, and a
5 single access from Violetwood Road. The Applicant shall obtain authorization from Volusia
6 County to construct a western terminus of Violetwood Road and to construct a cul de sac
7 for the Violetwood subdivision, all at the request of the Violetwood subdivision residents
8 and Volusia County, and all as set forth in the Development Plan Map. Volusia County
9 shall continue to own and be responsible for Violetwood Road.

10 2. Transportation System Improvements. As part of the site
11 development, the Applicant shall construct the improvements to Violetwood Road, the cul
12 de sac that will serve the Violetwood subdivision and the turn lanes that are required by the
13 Florida Department of Transportation, all as set forth on the Development Plan Map.

14
15 J. Internal Roadways. All of the internal roadways within the Woodland
16 Crossings shall remain private and shall provide the internal traffic circulation that is
17 reflected on the Planned Development Plan.

18
19 K. Building or Property Owners Association. The Applicant will not create a
20 commercial property owner's association, but instead will record a declaration of
21 easements, covenants, conditions and restrictions that shall govern the use of the Property
22 by the subsequent owners. The City of DeLand shall only enforce the provisions of this
23 Development Agreement and City of DeLand Land Development Regulations Ordinance #
24 2002-09, as amended, whichever is applicable, and not any private agreements entered

1 into between owners of the Property.

2

3 L. Reverter Provision: The City Commission may rezone any portion of the
4 project which has not secured a Final Site Plan Development Order within five (5) years
5 from the effective date of this ordinance as may be necessary or appropriate to protect
6 adjoining properties or the public health, safety and welfare, unless the City Commission,
7 for good cause shown, shall extend the time period indicated in this paragraph.

8

9 N. Binding Effect of Plans; Recording; and Effective Date. The Planned
10 Development Plan, including any and all amendments shall bind and inure to the benefit of
11 the Applicant and its successors in title or interest. The Woodland Crossings PD zoning
12 provisions of the Development Agreement, and all approved plans shall run with the land
13 and shall be administered in a manner consistent with Article 12 of the City of DeLand
14 Land Development Regulations Ordinance # 2002-09, as amended.

15

16 This Ordinance and all subsequent amendments shall be filed with the Clerk of the
17 Court and recorded within forty-five (45) days following execution of the document by the
18 City Commission, in the Official Records of Volusia County, Florida. One copy of the
19 document, bearing the book and page number of the Official Record in which the
20 document was recorded, shall be submitted to the Planning Department for placement in
21 the public file. The date of recording of this Development Agreement shall constitute the
22 effective date of the Woodland Crossings PD or its subsequent amendments. The
23 Applicant shall pay all filing costs for recording documents.

24

25

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DONE and ORDERED by the City Commission, City of DeLand, Florida, this
7th day of FEBRUARY, 2006.

ATTEST:

City Commission of DeLand Florida

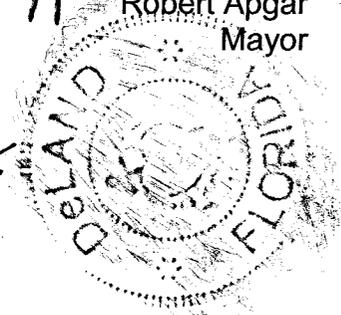
Mike Abels
Mike Abels
City Manager

Robert Apgar
Robert Apgar
Mayor

ATTEST:

STATE OF FLORIDA
CITY OF DELAND

Julie A. Hennessy
Julie A. Hennessy, CMC
City Clerk - Auditor



The foregoing instrument was acknowledged before me this 7th day of
FEBRUARY, 2006, by Mike Abels and Robert Apgar, as City Manager
and Mayor, City of DeLand, respectively, on behalf of the City of DeLand,
and who are personally known to me.

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name: SUELLEN POPE
Suellen Pope

Commission No.: _____

My Commission Expires: _____



Suellen Pope
MY COMMISSION # DD275341 EXPIRES
January 20, 2008
BONDED THRU TROY FAIN INSURANCE, INC.

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Instrument# 2007-085759 # 15
Book: 6042
Page: 3564

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CRF-DELAND, LLC, a Florida limited Liability company

WITNESSES:

[Signature]
[Signature]

By: Anchor Investment Corporation of Fla., a Florida corporation, its Manager

By: [Signature]
Lawrence T. Maxwell, its President

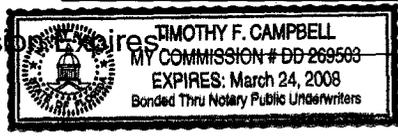
The foregoing instrument was acknowledged before me this 1st day of December, 2006, by Lawrence T. Maxwell, as President of Anchor Investment Corporation of Fla., a Florida corporation, as manager of CRF-DELAND, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA
Type or Print Name:

[Signature]

Commission No.:

My Commission Expires



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EXHIBIT A

LEGAL DESCRIPTION:

DESCRIPTION:

A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 16 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

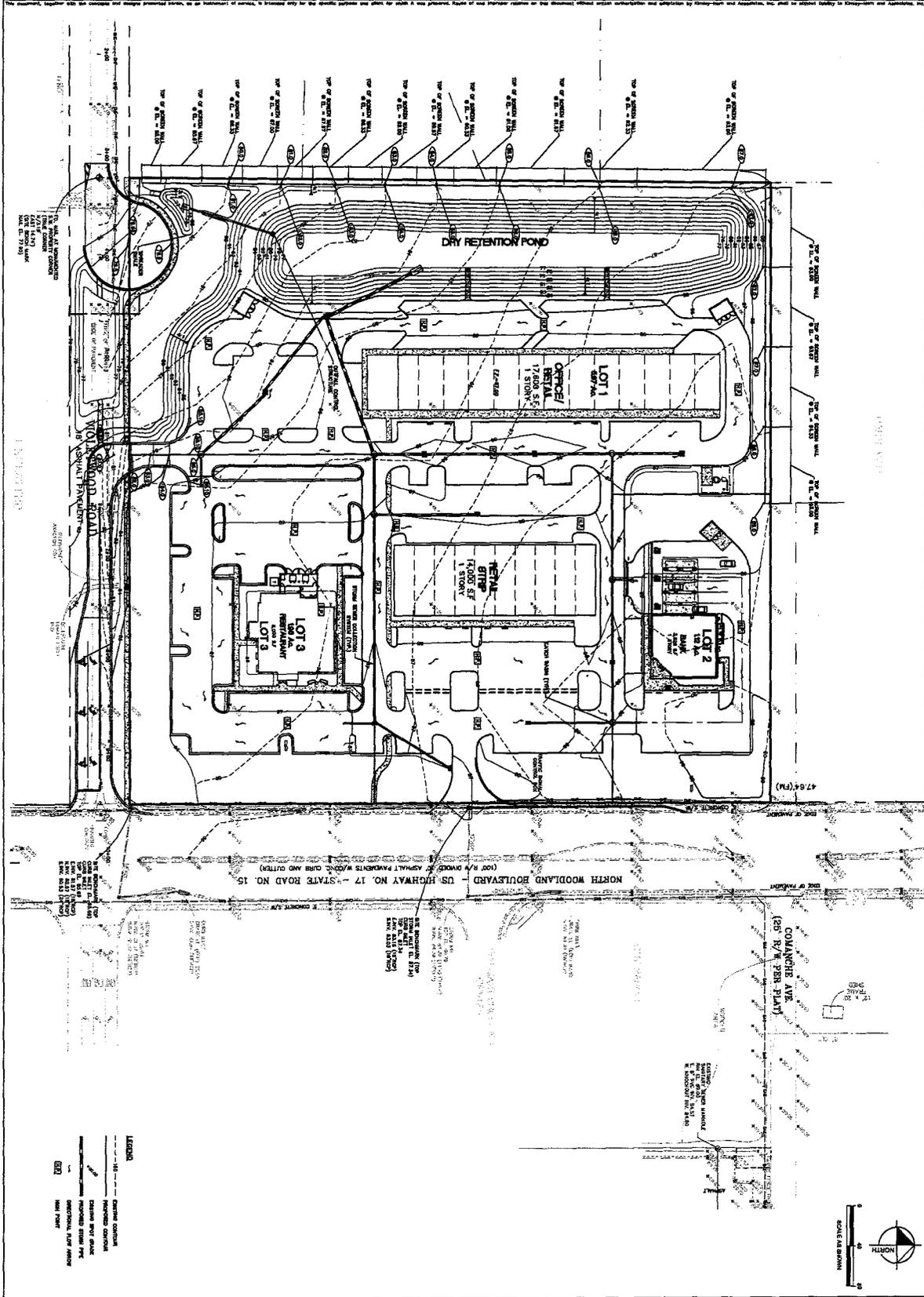
COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 16 SOUTH, RANGE 30 EAST; THENCE S00°09'13"E, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 1332.20 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 33; THENCE S89°44'55"E, ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 661.48 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 33; THENCE N00°05'09"W, ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 30.00 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE N00°05'09"W, ALONG SAID WEST LINE, 636.51 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 33; THENCE S89°47'08"E ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 33 A DISTANCE OF 612.86 FEET TO THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 15 & 11, (NORTH WOODLAND BOULEVARD); THENCE S00°00'31"E, ALONG SAID WESTERLY RIGHT OF WAY LINE, 636.90 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF VIOLET WOOD ROAD; THENCE N89°44'55"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 612.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.952 ACRES, MORE OR LESS.

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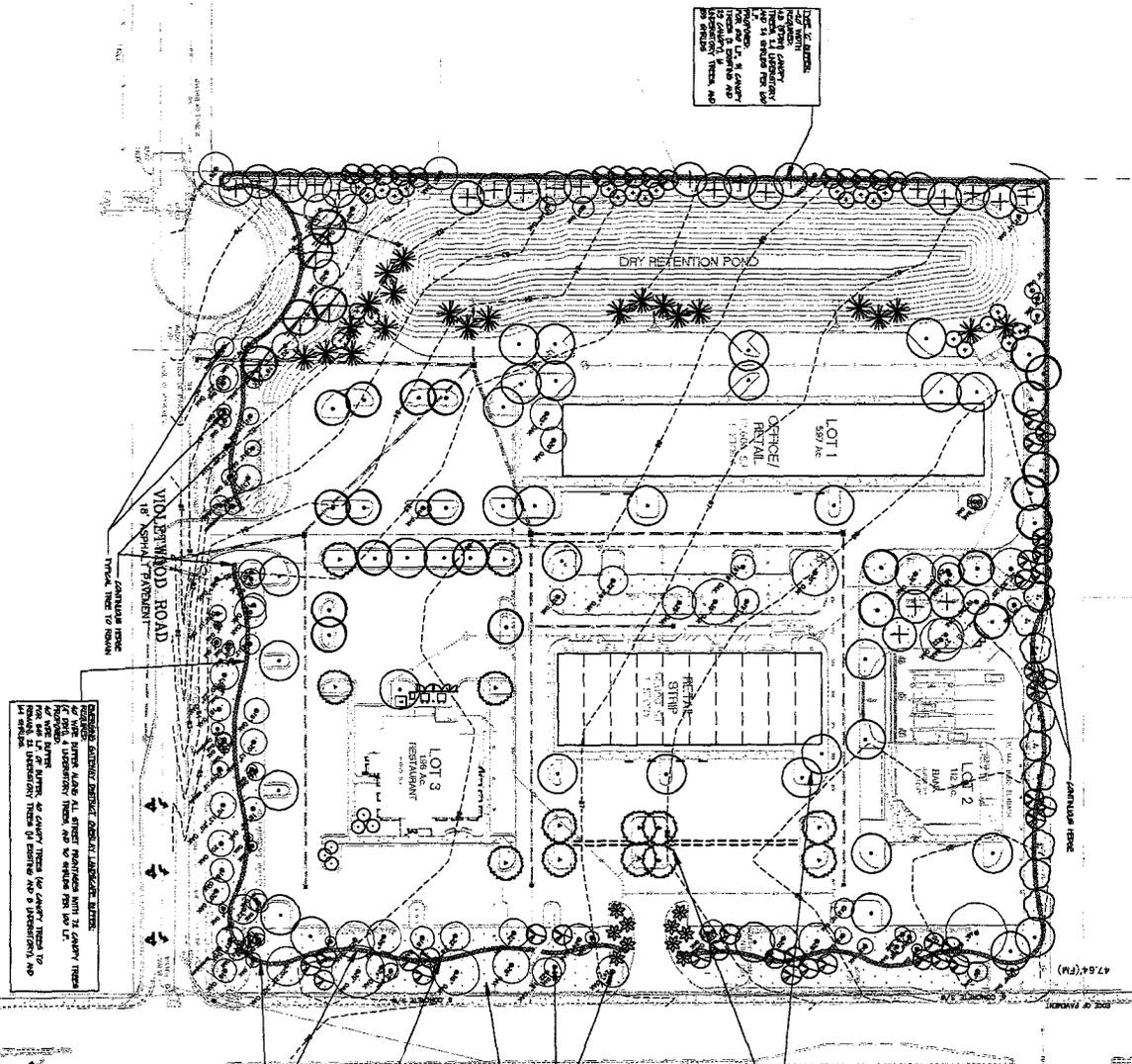
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Drawing name: K:\V\16\04939901-Deland Retail\CAD\DWG\CRF-C4-102.dwg C04-102 Jul 18, 2006 10:45am by: mikaretski



SHEET NUMBER C4	DATE 07/07/2006 DRAWN BY JLM CHECKED BY RPS CITY OF DELAND FLORIDA	SCALE AS NOTED	DESIGN DRAWN BY MIKAL REED HALE, P.E.	© 2006 KIMLEY-HORN AND ASSOCIATES, INC. 851 Riverchase Ave., Suite 200, Fort Wayne, IN 46837 Phone: (317) 781-2228 Fax: (317) 781-0400 WWW.KIMLEY-HORN.COM IN 00000006	REVISIONS PER CITY RECOMMENDATIONS 02-18-CO-0010 REVISIONS PER CLIENT 02-18-CO-0010
		PLANNED DEVELOPMENT OVERALL PAVING, GRADING AND DRAINAGE PLAN	ALORNA REGISTRATION NUMBER: 5804B		REVISIONS DATE

dwg name: K:\V\1\042399001-Deland Retail\CADD\OUTSIDE\LANDSCAPE\107\2006-02-10-Conceptual LA Plan-Cadd\landscape-plan-REVISED-05-04-06.dwg L-1 May 04, 2006 11:11am by: Rex.Stanford



NOTE: ALL PLANTINGS SHALL BE INSTALLED BY THE CONTRACTOR AND MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT. PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPE PLAN AND SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DELAND SPECIFICATIONS.

NOTE: ALL PLANTINGS SHALL BE INSTALLED BY THE CONTRACTOR AND MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT. PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPE PLAN AND SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DELAND SPECIFICATIONS.

NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	PLANTING: 12" CALIFORNIA ANEMONE	100	EA	1.50	150.00
2	PLANTING: 12" CALIFORNIA ANEMONE	100	EA	1.50	150.00
3	PLANTING: 12" CALIFORNIA ANEMONE	100	EA	1.50	150.00
4	PLANTING: 12" CALIFORNIA ANEMONE	100	EA	1.50	150.00
5	PLANTING: 12" CALIFORNIA ANEMONE	100	EA	1.50	150.00
6	PLANTING: 12" CALIFORNIA ANEMONE	100	EA	1.50	150.00
7	PLANTING: 12" CALIFORNIA ANEMONE	100	EA	1.50	150.00
8	PLANTING: 12" CALIFORNIA ANEMONE	100	EA	1.50	150.00
9	PLANTING: 12" CALIFORNIA ANEMONE	100	EA	1.50	150.00
10	PLANTING: 12" CALIFORNIA ANEMONE	100	EA	1.50	150.00

RESIGNATION NOTES:

1. ALL PLANTINGS SHALL BE INSTALLED BY THE CONTRACTOR AND MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT. PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPE PLAN AND SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DELAND SPECIFICATIONS.
2. ALL PLANTINGS SHALL BE INSTALLED BY THE CONTRACTOR AND MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT. PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPE PLAN AND SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DELAND SPECIFICATIONS.
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GENERAL LANDSCAPE NOTES:

1. ALL PLANTINGS SHALL BE INSTALLED BY THE CONTRACTOR AND MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT. PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPE PLAN AND SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DELAND SPECIFICATIONS.
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EXOTIC TREE REMOVAL:

ALL EXOTIC TREES SHALL BE REMOVED BY THE CONTRACTOR AND REPLACED WITH NATIVE SPECIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DELAND. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL REMAINING TREES AND SHALL BE RESPONSIBLE FOR THE RELOCATION OF ALL TREES THAT ARE TO BE MOVED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL TREES THAT ARE TO BE MOVED AND SHALL BE RESPONSIBLE FOR THE RELOCATION OF ALL TREES THAT ARE TO BE MOVED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL TREES THAT ARE TO BE MOVED AND SHALL BE RESPONSIBLE FOR THE RELOCATION OF ALL TREES THAT ARE TO BE MOVED.

NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	PLANTING: 12" CALIFORNIA ANEMONE	100	EA	1.50	150.00
2	PLANTING: 12" CALIFORNIA ANEMONE	100	EA	1.50	150.00
3	PLANTING: 12" CALIFORNIA ANEMONE	100	EA	1.50	150.00
4	PLANTING: 12" CALIFORNIA ANEMONE	100	EA	1.50	150.00
5	PLANTING: 12" CALIFORNIA ANEMONE	100	EA	1.50	150.00
6	PLANTING: 12" CALIFORNIA ANEMONE	100	EA	1.50	150.00
7	PLANTING: 12" CALIFORNIA ANEMONE	100	EA	1.50	150.00
8	PLANTING: 12" CALIFORNIA ANEMONE	100	EA	1.50	150.00
9	PLANTING: 12" CALIFORNIA ANEMONE	100	EA	1.50	150.00
10	PLANTING: 12" CALIFORNIA ANEMONE	100	EA	1.50	150.00

Woodlands Crossings

CRF-Deland, LLC

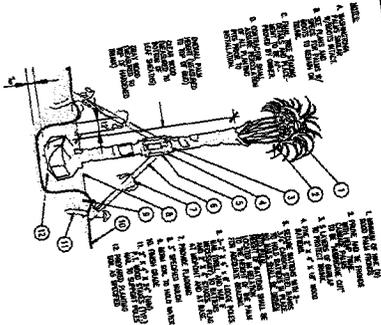
City of Deland
 Conceptual Landscape Plan

URBAN RESOURCE GROUP
 A DIVISION OF INTERCONCEPTS AND ASSOCIATES, INC.
 URBAN & DEVELOPMENT PLANNING
 LANDSCAPE ARCHITECTURE
 SITE DESIGN

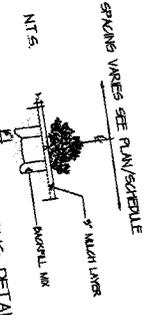
1011 N. 1ST AVENUE, SUITE 1000, DELAND, FLORIDA 32701
 PHONE: 386.242.2222 FAX: 386.242.2222

LANDSCAPE AND MAINTENANCE NOTES

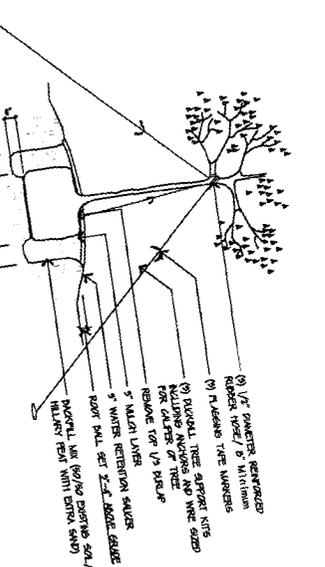
1. THE WORK CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL PLANTING AND LANDSCAPE MATERIALS AND EQUIPMENT. ALL MATERIALS AND EQUIPMENT SHALL BE OF THE HIGHEST QUALITY AND SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND THE LATEST EDITIONS OF THE "MANSUR" AND "MANSUR" BOOKS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND THE LATEST EDITIONS OF THE "MANSUR" AND "MANSUR" BOOKS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND THE LATEST EDITIONS OF THE "MANSUR" AND "MANSUR" BOOKS.
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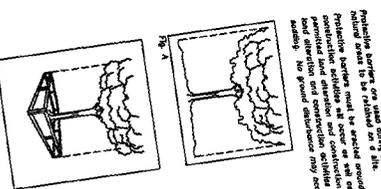
TYPICAL PALM PLANTING DETAIL



TYPICAL SHRUB PLANTING DETAIL



TYPICAL TREE PLANTING DETAIL



TYPICAL TREE PROTECTION DETAILS

1. To protect the trunk of the tree from mechanical damage.

2. To provide a means of protection for the trunk of the tree.

3. To provide a means of protection for the trunk of the tree.

4. To provide a means of protection for the trunk of the tree.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT
1	1/2" SAND	100	CU YD
2	1/2" GRAVEL	100	CU YD
3	1/2" MULCH	100	CU YD
4	1/2" SAND	100	CU YD
5	1/2" GRAVEL	100	CU YD
6	1/2" MULCH	100	CU YD

Woodlands Crossings
CRF-Deland, LLC
 City of Deland
 Conceptual Landscape Details

URBAN RESOURCE GROUP
 URBAN & GREEN PLANNING
 LANDSCAPE ARCHITECTURE
 SITE BRANNOIS

This Instrument Prepared by and to
be Returned to:
Timothy F. Campbell, Esquire
Clark, Campbell & Mawhinney, P.A.
500 South Florida Avenue, Suite 800
Lakeland, Florida 33801

MAINTENANCE AGREEMENT

This Maintenance Agreement ("Agreement") is executed as of the Effective Date (defined below), by and between **CRF-DELAND, LLC**, a Florida limited liability company, whose address is 500 South Florida Avenue, Suite 700, Lakeland, Florida 33801 ("Company"), and **CITY OF DELAND**, a municipal corporation created pursuant to the laws of the State of Florida, whose address is 120 So. Florida Ave., Deland ("City").

RECITALS

WHEREAS, the City and the Company entered into that certain Order and Resolution Granting a Request for a Change in Zoning from Volusia County R-6C (Urban Two Family Residential) To Woodland Crossings PD (Planned Development) on July 26, 2006 ("Order");

WHEREAS, the Company has agreed to construct certain improvements to Violetwod Road in accordance with the terms and conditions of the Order; and

WHEREAS, the parties hereto have agreed to the maintenance obligations of Violetwood Road as set forth below and have further agreed to other matters contained herein.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The above Recitals are true and correct and are incorporated herein by reference as if fully set forth herein.
2. **Maintenance of Violetwood Road.** The Company shall, in a reasonable manner, maintain, repair and replace, to the extent necessary, that portion of Violetwood Road more specifically described in **Exhibit "B"** attached hereto and incorporated herein by reference ("Road"), in accordance with any and all applicable federal, state and local permits, licenses and regulations ("Governmental Regulations"). The City shall not be required to reimburse the Company for the costs related to such maintenance, repair and replacement of the Road. Notwithstanding the above, in the event that the City, at its sole discretion and determination, fully assumes the maintenance obligations described herein for the Road, the Company shall not be required to maintain that portion of the Road maintained by the City.

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3. **Non-Disturbance.** Except as otherwise provided in this Agreement or in the Order, each party hereto agrees not to build, construct or place any buildings, structures, barriers and fill or other hindrances, other than those set forth in this Agreement or Order, in the Road and not to in any way materially modify or change the Road in a manner that would disturb or interfere with the proper construction, operation or maintenance of such the Road.

4. **Warranty of Authority.**

(a) **City's Warranty.** The City hereby warrants that the City has full power and authority and has taken all actions necessary to enter into and perform its obligations under this Agreement.

(b) **Company's Warranty.** The Company hereby warrants that the Company has full power and authority to enter into and perform its obligations under this Agreement.

5. **Parties' Indemnification.** The Company shall indemnify and hold the City harmless against any Claims arising out of the Company's maintenance of the Road and not caused by the negligence of the City, and shall pay any costs and attorneys' fees incurred by the City as a result of any such Claims.

6. **Notices.** All notices, demands, approvals, requests and other communication required or permitted hereunder shall be in writing and shall be deemed to be delivered and received upon the earlier of (i) actual receipt or (ii) the third day following its deposit in a regularly maintained receptacle for the United States Mail, as registered or certified mail, return receipt requested, postage fully prepaid, addressed to the addressee at its address set forth below, or at such other address as such addressee may have specified by notice delivered in accordance with this paragraph and actually received by the addressee:

If to the Company: Lawrence T. Maxwell
CRF-Sanford, LLC
500 South Florida Avenue, Suite 700
Lakeland, Florida 33801

With a copy to: Timothy F. Campbell, Esquire
Clark, Campbell & Mawhinney, P.A.
500 South Florida Avenue, Suite 800
Lakeland, Florida 33801

If to the City: City Manager
City of Deland.
120 South Florida Avenue
Deland, Florida 32720

With a copy to: City Attorney
City of Deland.
120 South Florida Avenue
Deland, Florida 32720

7. **Governing Law.** The law of the State of Florida shall govern the validity, enforcement and interpretation of this Agreement and the parties agree that venue shall lie in Volusia County, Florida.

8. **Severability.** A determination that any provision of this Agreement is unenforceable or invalid shall not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this Agreement to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other person or circumstances.

9. **No Waiver.** No waiver of any provision of this Agreement shall be effective, unless it is in writing signed by the party against whom it is asserted, and any such waiver shall only be applicable to the specific incident to which it relates and shall not be deemed to be a continuing or future waiver.

10. **Entire Agreement and Modifications.** This Agreement constitutes the entire understanding and agreement between the parties and shall not be changed, altered or modified, except by an instrument in writing signed by the party against whom enforcement of such charge would be sought. In the event any terms or provision of this Agreement would be determined by competent judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed as being in full force and effect. This Agreement shall not be modified and any purported modification hereof shall not be effective, unless in writing and signed by the party to be charged.

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11. **Interpretation.** All parties to this Agreement have had significant and equal input in its drafting and preparation. No presumption shall arise that one or the other had any greater role in such drafting and that thereby this Agreement shall be interpreted against such party.

12. **Binding Effect.** This Agreement shall be binding upon the parties hereto, and their respective successors and assigns.

13. **Effective Date.** The effective date of this Agreement shall be the date upon which the last of the parties hereto executes this Agreement.

[SIGNATURES TO FOLLOW ON SUBSEQUENT PAGES]

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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their names intending to be fully bound hereby as of the date and year written below.

DULY PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DELAND, FLORIDA THIS 26th DAY OF July, 2006.

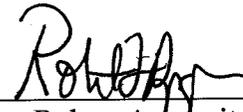
CITY:

Approved as to form:

CITY OF DELAND, a municipal corporation created pursuant to the laws of the State of Florida

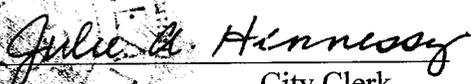


Darren J. Elford, City Attorney

By: 

Robert Apgar, its Mayor

Date: July 26, 2007


ATTEST


Julie A. Hennessy, City Clerk

[ADDITIONAL SIGNATURE PAGE FOLLOWS]

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Witnesses:

[Signature]
Print Name: Will [Signature]
[Signature]
Print Name: Timothy F. Campbell

COMPANY:

CRF-DELAND, LLC, a Florida limited liability company

By: Anchor Investment Corporation of Fla., Inc., a Florida corporation its Manager

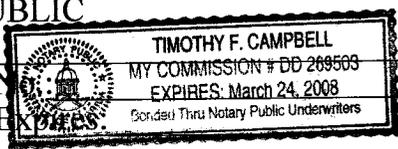
By: [Signature]
Lawrence T. Maxwell, its President

Date: December 1, 2006

STATE OF FLORIDA
COUNTY OF POLK

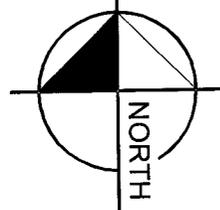
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Lawrence T. Maxwell, as President of Anchor Investment Corporation of Fla., Inc., a Florida corporation, the Manager of CRF-Deland, LLC, a Florida limited liability company, whose name is signed to the foregoing conveyance, and who is personally known or [] has produced a driver's license as identification _____, acknowledged before me on this day that, being informed of the contents of said conveyance, he, with full authority executed the same voluntarily.

Given under my hand and official seal this the 1st day of December, 2006.

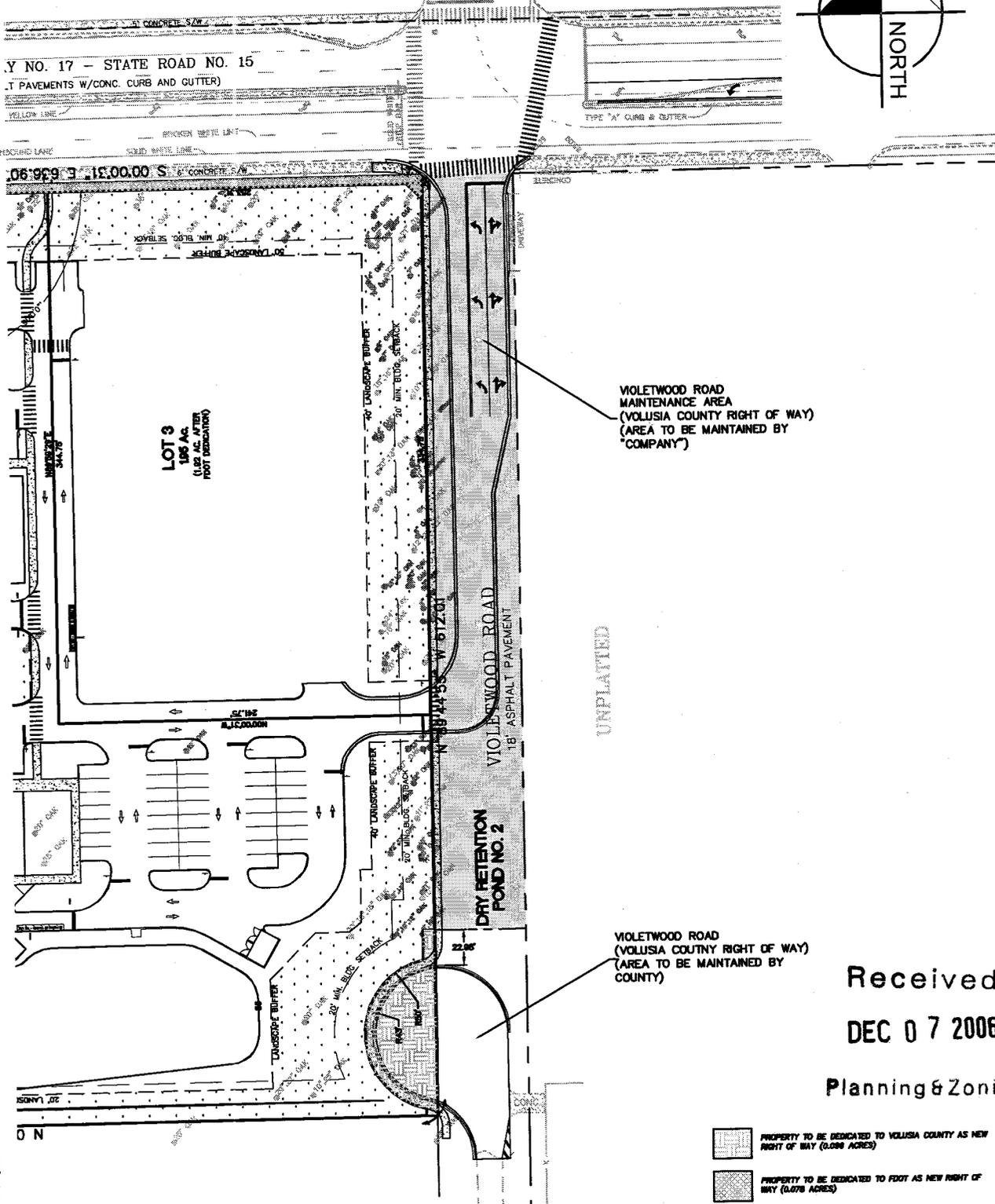
[Signature]
NOTARY PUBLIC
Print Name: _____
Commission No. _____
Commission Expires: _____


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Drawing name: K:\CIVIL\049399001-Detand Retail\CADD\EXHIBITS\MAINT-AGR-EXHIBIT-B.dwg MAINT-AGR-EXHIBIT-B Oct 02, 2006 10:15am by: brtni.cobb
 This document, together with the concepts and design presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on the document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



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SCALE 1"=90' DESIGNED BY MRH DRAWN BY JJM CHECKED BY MRH	Kimley-Horn and Associates, Inc. © 2006 KIMLEY-HORN AND ASSOCIATES, INC. 851 Dunlawton Ave., Suite 302, Port Orange, FL 32127 (386) 761-2256 CA 00000696	DATE 10-02-06 PROJECT NO. 049399001	DESIGN ENGINEER: Mikal Reed Hale, P.E. FLORIDA REGISTRATION NUMBER: 58048	SHEET NUMBER EXHIBIT B
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WOODLAND CROSSINGS

The News-Journal

Published Daily and Sunday
Daytona Beach, Volusia County, Florida

State of Florida,
County of Volusia:

Before the undersigned authority personally appeared

Pat Charity

Who, on oath says that she is

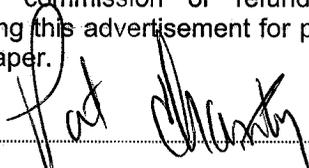
Classified Call Center Manager

of The News-Journal, a daily and Sunday newspaper,
published at Daytona Beach in Volusia County,
Florida; that the attached copy of advertisement,
being Notice of Public Hearing July 26, 2006

in the matter of Ordinance No. 2006-35
in the Court
was published in said newspaper in the issues

July 14, 2006

Affiant further says that The News-Journal is a
newspaper published at Daytona Beach, in said
Volusia County, Florida, and that the said newspaper
has heretofore been continuously published in said
Volusia County, Florida, each day and Sunday and
has been entered as second-class mail matter at the
post office in Daytona Beach, in said Volusia County,
Florida, for a period of one year next preceding the
first publication of the attached copy of advertisement;
and affiant further says that he has neither paid nor
promised any person, firm or corporation any
discount, rebate, commission or refund for the
purpose of securing this advertisement for publication
in the said newspaper.



Sworn to and subscribed before me

this 14th day of July

A.D. 2006



ANITA MARIE SAUNDERS
Notary Public, State of Florida
My comm. expires Aug. 30, 2007
Comm. No. DD 222131

LEGAL ADVERTISEMENT

NOTICE OF PUBLIC HEARING CITY COMMISSION

CITY OF DELAND, FLORIDA
NOTICE IS HEREBY GIVEN that

the following Ordinance at Special
Meetings of the City Commission
commencing on Monday, July 24,
2006 at 8:00 p.m. and continuing on
Wednesday, July 26, 2006 at 8:00
p.m. in the City Commission
Chambers, 121 West Rich Avenue,
City Hall Annex. All interested
parties are invited to attend and be
heard on the matter.

Any person who opposes any deci-
sion made by the City Commission
with respect to any matter consid-
ered at this meeting will need a re-

cord of the proceeding and, thus,
may need to ensure that a verbatim
record of the proceeding is
made, including the testimony and
evidence upon which an appeal
may be based.

The original of the ordinance is on
file in the office of the City Clerk
and may be inspected Monday
through Friday from 8:00 a.m. to
5:00 p.m.

ORDINANCE 2006-35

AN ORDINANCE OF THE CITY
OF DELAND, FLORIDA, CHAN-
GING THE ZONING FROM VOL-
USIA COUNTY PLANNED URBAN
TO ED. PLANNED DEVELOP-
MENT DISTRICT, ON DE-

SCRIBED PROPERTY LO-
CATED ON THE NORTHWEST
CORNER OF WOOD AND
BOULEVARD AND VIOLET
WOOD ROAD, APPROX. A
DEVELOPMENT PLAN FOR
RETAIL AND OFFICE USES, A
PLANNED DEVELOPMENT
CONSISTING OF APPROX-
IMATELY 3.14 ACRES OF PROP-
ERTY, DIRECTING A CHANGE
IN THE COMPREHENSIVE
ZONING MAP, CONDITIONING
FINAL DEVELOPMENT AP-
PROVAL ON A DEVELOPER
PROVIDING CONSTRUCTION
FUNDING TO BE EFFECTUALLY
FUNDING BY EFFECTIVE DATE.

Legal 100859, July 14, 2006 ft.