

1 PLANNED DEVELOPMENT AGREEMENT

2 IN THE CITY COMMISSION OF THE

3 CITY OF DELAND, FLORIDA

4 IN RE: (Case #2013-____), Application of

5 TAILWINDS DELAND CC, LLC

6 ORDINANCE # _____

7 ORDER AND RESOLUTION

8
9 GRANTING A REQUEST FOR CHANGE OF ZONING FROM R-1A and R-3 (Volusia County)
10 TO THE GREENS AT COUNTRY CLUB RESIDENTIAL PD (PLANNED DEVELOPMENT).

11 The application of TAILWINDS DELAND CC, LLC, a Florida limited liability company, by
12 and through its counsel and authorized agent, Cobb Cole, P.A., hereinafter "Applicant", for rezoning
13 was heard by and before the City Commission, DeLand Florida, on November 18, 2013. Based upon
14 the verified Application and other supporting documents, maps, charts, overlays, other evidence and
15 instruments; the advice, report, and recommendations of the Community Development Department,
16 and other Departments and agencies of DeLand, Florida; and the testimony adduced and evidence
17 received at the Public Hearing on this Application by the Planning Board on September 18, 2013,
18 and otherwise being fully advised, the City Commission does hereby find and determine as follows:

19 GENERAL FINDINGS

20 A. That the application of TAILWINDS DELAND CC, LLC was duly and properly filed
21 herein on MAY 17, 2013 as required by law.

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

1 C. That the applicant is the CONTRACT PURCHASER of +/-69 acres of contiguous
2 parcels of land which is situated in DeLand, Florida. These parcels of land are described more
3 particularly in the survey and legal description, a true copy of which is attached hereto as Exhibit
4 "A".

5 D. That the Applicant has complied with the concept plan provision as required by Land
6 Development Regulations Ordinance No. 2013-11, as amended.

7 E. That the Applicant has complied with the "Due Public Notice" requirements of the
8 City Commission, Land Development Regulations Ordinance No. 2013-11, as amended.

9 F. That the owner of the property, DELAND GOLF COURSE, INC., agrees with the
10 provisions of the Development Agreement.

11 FINDINGS REGARDING REZONING

12 A. That the Applicant has applied for a change of zoning from the present zoning
13 classification(s) of the parcel described in Exhibit "A" from R-1A and R-3 (Volusia County) to The
14 Greens at Country Club Residential PD (Planned Development).

15 B. That the said rezoning to a PD is consistent with the City of DeLand Comprehensive
16 Plan Ordinance No. 1990-04, as amended, and the intent and purpose of the City of DeLand Land
17 Development Regulations Ordinance No. 2013-11, as amended, the DeLand 2050 plan, and does
18 promote the public health, safety, morals, general welfare and orderly growth of the area affected by
19 the rezoning request.

20 NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY OF DELAND,
21 FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE CITY COMMISSION
22 CHAMBERS, 120 SOUTH FLORIDA AVENUE, DELAND, FLORIDA, THIS 18th DAY OF
23 NOVEMBER, A.D., 2013, AS FOLLOWS:

1 A. That the Application of TAILWINDS DELAND CC, LLC for the rezoning of the
2 subject parcel is hereby granted.

3 B. That the zoning classification of the subject parcel described in Exhibit "A" attached
4 hereto is hereby amended from R-1A and R-3 (Volusia County) to The Greens at Country Club
5 Residential PD as described in Article VII of the City of DeLand, Land Development Regulations
6 Ordinance No. 2013-11, as amended.

7 C. That the Official Zoning Map of the City of DeLand, is hereby amended to show the
8 rezoning of said parcel to THE GREENS AT COUNTRY CLUB RESIDENTIAL PD.

9 D. That the City of DeLand Land Development Regulations Ordinance No. 2013-11, as
10 amended, is consistent with the provisions of the "Development Agreement" as hereinafter set forth
11 in this Ordinance and with respect to any conflict between Land Development Regulations
12 Ordinance No. 2013-11, as amended, and the "Development Agreement", the provisions of the
13 "Development Agreement" shall govern. Ordinance No. 2013-11, as amended, shall govern with
14 respect to any matter not covered by the "Development Agreement." The City of DeLand, will
15 ensure overall compliance with this Ordinance.

16 E. Unless otherwise provided for herein, the City of DeLand, Land Development
17 Regulations Ordinance No. 2013-11, as amended, shall apply to the PD in the same manner as the
18 zoning classifications as set forth in Section E.1. below.

19 F. Nothing in this Ordinance shall abridge the requirements of any City of DeLand
20 Ordinance other than Ordinance 2013-11, as amended. Timing and review procedures contained in
21 this Order and Resolution may be modified to comply with the City of DeLand Land Development
22 Regulations, Ordinance No. 2013-11, as amended. Further, nothing in the Development Agreement
23 is intended to abridge the requirements of Ordinance No. 2013-11, as amended, and any other City

1 Ordinances.

2 DEVELOPMENT AGREEMENT

3 **A. Development Concept.** The property shall be developed as a Residential Planned
4 Development (RPD) substantially in accordance with the RPD Plan which is defined below. As
5 envisioned by the DeLand 2050 Plan, the property will be developed as part of the South Woodland
6 Boulevard/Orange Camp Road Activity Center. The mix of uses within the property shall include
7 multiple types of single family residential, related amenities and accessory uses. The development of
8 the property shall be integrated into and shall share coordinated infrastructure with the adjacent
9 Country Club Crossing PD (CPD) being processed concurrently for the property immediately to the
10 west, at the northeast corner of Orange Camp Road and South Woodland Boulevard. The overall
11 intent of the RPD shall be to provide a compact, pedestrian friendly neighborhood adjacent to the
12 CPD and designed to encourage the development of a compatible, walkable redevelopment of the
13 former DeLand Country Club property. The RPD Plan shall govern the development of the property
14 as a PD and shall regulate the future use of this parcel. Unless otherwise provided herein, all
15 definitions, development standards or dimensional criteria shall be as set forth in the City of DeLand
16 Land Development Regulations, Ordinance No. 2013-11, as amended.

17 1. Planned Development Plan. The Residential Planned Development Plan
18 ("RPD Plan") shall consist of the Development Plan Map/RPD Zoning Plan prepared by Steven
19 Stuebs with the AVID Group, and dated October 28, 2013 and this development agreement. The
20 Development Plan Map/RPD Zoning Plan is hereby approved and incorporated herein by reference
21 as Exhibit "B".

22 2. Amendments. All amendments of the RPD Plan, other than those deemed by
23 the Planning Department to be minor amendments as set out in Ordinance No. 2013-11, as amended,

1 shall require the review and recommendation of the Planning Board and action by the City
2 Commission in the same manner as a rezoning of the parcel. See Section M for additional detail.

3 3. Subdivision Plan Approval. After the RPD Plan is recorded, and prior to any
4 construction, including clearing and landfill, an application for a preliminary and final plat of the
5 area to be subdivided shall be submitted for review and approval in the manner required by Article
6 13 of the City of DeLand Land Development Regulations, Ordinance No. 2013-11, as amended.
7 Notwithstanding the previous sentence, the development of no fewer than twelve (12) model homes
8 (three for each of the four product types) as well as the infrastructure necessary to support said
9 homes, said infrastructure including but not limited to roads for access and utilities to service the
10 homes, shall be permitted prior to the approval/recording of the final plat of the area to be
11 subdivided.

12 4. Final Site Plan Approval. For development activity that requires site plan
13 review and approval in addition to subdivision, a Final Site Plan shall be prepared and submitted for
14 review and approval in the manner required by Article 12 of the City of DeLand, Land Development
15 Regulations Ordinance No. 2013-11, as amended prior to any construction, including clearing and
16 mass grading.

17 **B. Unified Ownership.** The Applicant or its successors shall maintain unified
18 ownership of the subject parcel until after recording of the Final Plat required by paragraph 3, above.

19 **C. Phases of Development.** The project shall consist of multiple phases, generally
20 depicted on the RPD Plan as Residential Areas A, B and C (see Exhibit "B"). The timing of the
21 phases shall be based on market demand and nothing shall prevent the concurrent development of
22 any combination of these phases.

23 **D. Land Uses Within the RPD.** The development of the parcel shall be consistent with

1 the uses prescribed for each area within the RPD Plan. The location and size of said land use areas
2 are shown on the Development Plan Map, Exhibit "B". The following land uses shall be allowed as
3 permitted principal uses and structures along with their customary accessory uses and structures:

4 1. Area A and Area B: Standard Single Family Residential Area/Custom
5 Single Family Residential Area:
6

7 Residential Areas A and B, as illustrated on the RPD Plan, shall be developed
8 with lots that are at least 75 feet wide. The uses permitted in Residential
9 Areas A and B are those which are presently associated with the R-1A zoning
10 classification, as identified in Table 33-17.031 of the DeLand Land
11 Development Regulations, as amended. Nothing contained herein shall
12 preclude additional restrictions on use being imposed by a Homeowners
13 Association or Property Owners Association. Specifically, the uses permitted
14 for Residential Areas A and B are:

- 15 a) Single Family Dwellings, not including mobile homes
- 16
- 17 b) Bed and Breakfast Homestay, as an accessory use to the Single
18 Family Dwelling (See Section 33-27.03 of the DeLand Land
19 Development Regulations
- 20
- 21 c) Family day care home
- 22
- 23 d) Mini and Neighborhood Parks
- 24
- 25 e) Community Residential Homes, single family (as a Conditional
26 Use - See Section 33-19 of the DeLand Land Development
27 Regulations)
- 28
- 29 f) Accessory Dwelling Units
- 30
- 31 g) Community and Regional Parks
- 32
- 33 h) Community Gardens
- 34
- 35 i) Private Parks

1
2 j) Home Occupations when conducted in accordance with Section 33-
3 27.01 of the DeLand Land Development Regulations
4

5 2. Area C: Mixed Residential Area:

6 Residential Area C, as illustrated on the RPD Plan, shall be developed with
7 lots that measure 50 feet wide. 10% of the lots developed in Area C may be
8 reduced to a width of 47.5 feet, measured at the building line. Nothing
9 contained herein shall preclude additional restrictions on use being imposed
10 by a Homeowners Association or a Property Owners Association. The uses
11 permitted for Residential Area C are:

- 12 a) Single Family Dwellings, not including mobile homes
- 13 b) Bed and Breakfast Homestay, as an accessory use to the Single
- 14 Family Dwelling (See Section 33-27.03 of the DeLand Land
- 15 Development Regulations)
- 16 c) Family day care home
- 17 d) Mini and Neighborhood Parks
- 18 e) Community and Regional Parks
- 19 f) Community Gardens
- 20 g) Private Parks
- 21 h) Home Occupations when conducted in accordance with Section
- 22 33-27.01 of the DeLand Land Development Regulations

23 **E. 1. Development Standards.**

- 24 a. Area A and Area B: Standard Single Family Residential
25 Area/Custom Single Family Residential Area.
26

1 Development standards for Area A and Area B shall be as set forth
2 for the R-1A zoning classification in the DeLand Land Development
3 Regulations Ordinance No. 2013-11, as amended, except as
4 specifically modified herein. Areas A and B are intended to serve as
5 a buffer and transition between the existing, developed residential
6 neighborhoods to the north and east of the project and the Mixed
7 Residential Area proposed for Area C.

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|----|------------------------------------|---------------------------|
| 8 | 1. Minimum Lot Area | 9,000 sq feet |
| 9 | 2. Minimum Lot Width and Depth | 75 ft x 120 feet |
| 10 | 3. Minimum Yard Size | |
| 11 | a. Front Yard Setback | 30 feet |
| 12 | b. Rear Yard Setback | 25 feet |
| 13 | c. Side Yard Setback | 12.5 feet |
| 14 | 4. Accessory Structure Setback | 5 feet from rear lot line |
| 15 | 5. Minimum Floor Area | 1,400 sq feet or 900 sq |
| 16 | | feet for ground floor of |
| 17 | | two story building |
| 18 | | |
| 19 | 6. Maximum Lot Coverage | 40 percent |
| 20 | 7. Maximum Building Height | 35 feet |
| 21 | 8. Minimum Building Separation | 10 feet |
| 22 | 9. Off Street Parking Requirements | 4 spaces per home, |
| 23 | | Sidewalks shall remain |
| 24 | | unobstructed by parked |
| 25 | | vehicles |
| 26 | | |
| 27 | 10. Signage | Per LDRs |
| 28 | | |
| 29 | 11. Rear Yard Screening | Any residential lot in |

Area A or Area B that is directly adjacent to the 30 foot tree protection area buffering the border of the project and the existing residential shall erect and maintain a PVC fence no less than 6 feet tall on the rear lot line. No such fence is required in Area A and Area B where the 30 foot tree protection area buffering the boarder is located adjacent to a stormwater retention tract.

b. Area C: Mixed Residential Area.

Area C shall consist of 50 foot wide single family residential lots. However, ten percent of the lots developed within Area C may be reduced to a width of 47.5 feet, measured at the building line. Development standards for Area C shall be as generally set forth for the R-1 zoning classification in the DeLand Land Development Regulations Ordinance No. 2013-11, as amended, except as specifically modified herein. The development standards for the lot types shall be as set forth below:

50 Foot Single Family Lots

Lots fronting on a curve must have a minimum 40 foot width as measured from the front building setback line (which is 20

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feet from the street). Corner lots must be 15% greater in width and area than the minimum requirement for interior lots. Lots fronting on a cul-de-sac must have a minimum 25 foot lot width at the street line and must meet the minimum lot width at the building setback line.

- 1. Minimum Lot Area 5,500 square feet
- 2. Minimum Lot Width/Depth 50 feet x 110 feet*
*10% of lots developed within Area C may have a reduced width of 47.5 feet measured at building line
- 3. Minimum Yard Size
 - a. Front Yard 20 feet
 - b. Rear Yard 20 feet
 - c. Side Yard 5 feet, 10 feet corner
- 4. Accessory Structure Setback 5 feet from rear lot line
- 5. Minimum Floor Area 1,000 square feet
- 6. Maximum Lot Coverage 65 percent
- 7. Maximum Building Height 35 feet
- 8. Minimum Building Separation 10 feet
- 9. Off Street Parking Requirements 4 spaces per home, Sidewalks shall remain unobstructed by parked vehicles
- 10. Signage Per LDRs

2. Buffering.

1 Exhibit "B" identifies the location of a 30 foot wide and a 40 foot wide tree
2 protection area along the exterior boundary of the project. Exhibit "B" also illustrates a cross
3 section for these areas. The 30 foot wide tree protection area provides for one canopy tree
4 and one understory tree alternating every 40 feet on center with Florida Friendly ground
5 cover. The 40 foot wide tree protection area provides for one canopy tree and one understory
6 tree alternating every 40 feet on center, and a 2.5 foot tall hedge at 33 feet on center abutting
7 parking.

8 Exhibit "B" also provides for a transitional buffer between the residential development and
9 the commercial development. In addition to the rear lot screenage provided for Area C, a
10 20 foot buffer at a 4:1 slope will provide ground cover, a mid step for canopy trees located
11 every 40 feet on center, and an upper step for understory trees offset every 40 feet on center.
12 Clustering of planted materials shall be permitted within the buffers should an "on center"
13 scheme be impractical or impossible in certain instances.

14 **F. Environmental Considerations.**

15 1. The development shall comply with the requirements for preservation of
16 environmental resources as set forth in the Land Development Regulations Ordinance
17 No 2013-11, as amended. The development has been laid out in a manner to best
18 accommodate the existing topography and drainage. However, the actual location
19 and layout of the developed areas within the RPD property shall be determined
20 during subdivision review.

21 2. Tree Protection Areas are identified in Exhibit "B" and this development,
22 along with the commercial project being developed to the west, shall satisfy the
23 requirement to preserve at least 15% of the total project area within the Tree

1 Protection Areas. Of the required 15%, approximately 2.5% will be located in the
2 adjacent commercial development and approximately 12.5% will be located within
3 this residential development. The Tree Protection Areas located within this
4 residential development are located so that they will not be included within any of the
5 individual residential lots and will therefore remain under the control and
6 maintenance of the Homeowners Association(s) servicing the residential
7 developments. In the event that passive pathways or other limited amenities are
8 provided with the Tree Protection Area with the approval of City Staff during
9 subdivision, it is understood that said pathways shall not count toward the total Tree
10 Protection Area calculations. Gaps of sufficient width shall be provided through the
11 Tree Protection Areas to allow for access between public rights of way and the
12 various stormwater retention areas in order to service and maintain said areas.
13 Clearance of underbrush with the Tree Protection Areas shall be permitted as
14 necessary to protect the public health, safety and welfare.

15 3. The large Tree Protection Area located at the northwest corner of the Property
16 was designed to provide additional buffering for adjacent property owners and this
17 Agreement contemplates the transfer of said Tree Protection Area in fee to a third
18 party following the platting of the Property. The Homeowners Association(s)
19 servicing the residential developments shall be obligated to maintain this Tree
20 Protection Area in the event that the third party fails to do so. Such obligation shall
21 subject the real and personal property belonging to said Homeowners Association(s)
22 to claims by the City of DeLand in the same fashion that such claims would relate to
23 the real and personal property of the owner of the said Tree Protection Area.

1 4. For the development of this project and the adjacent commercial project,
2 Laurel Oaks shall not be considered, for the purpose of calculating tree replacement
3 and preservation, as specimen or historic trees.

4 5. Any portion of the property within this project which undergoes
5 environmental remediation shall be covered with grass, whether by sodding or
6 seeding, or planted with trees of a type and density approved by the Planning Director
7 for the City, no later than six months after completion of said remediation. However,
8 any portion of the property remediated for which a plat has been approved and
9 development in accordance with the said plat has commenced within said six month
10 period need not be grassed or planted with trees.

11 **G. Neighborhood Parks.** Neighborhood Parks shall be provided to service the residents
12 within all three residential areas such that all residential lots will be within reasonable walking
13 distance to a Neighborhood Park. As provided in Exhibit "B", the Neighborhood Parks are proposed
14 to be located in such a manner so as to feature a historic tree located outside the boundary of the Tree
15 Protection Areas. These Neighborhood Parks will not be included in the Tree Protection Area
16 calculations as these parks are intended to be used for passive recreational use. The Neighborhood
17 Park shall include limited parking along the street frontage to accommodate residents and their
18 guests. Bicycle parking shall also be provided. The final location of the Neighborhood Parks will be
19 determined by the Developer and the City during preliminary plat approval for the Residential Areas
20 in order to accommodate any necessary grade changes and to identify the trees to be used as the focal
21 points for the parks. At final plat, the Developer may choose to include additional amenities
22 servicing the parks, including gardens, playgrounds/play areas, walkways, fountains, benches,
23 pavilions, gazebos and the like. Activity-based facilities, such as basketball/tennis/volleyball courts

1 may be permitted in the Neighborhood Parks. The Neighborhood Parks provided shall provide full
2 mitigation of the impacts of the development in accordance with Section 16(A)-88(a)(5) of the Code
3 of Ordinances of the City of DeLand.

4 **H. Sewage Disposal, Potable Water and Reclaimed Water.** Provision for sewage
5 disposal and potable water needs of the RPD will be provided in accordance with the Comprehensive
6 Plan, Ordinance No.1990-04, as amended, the Land Development Regulations Ordinance No. 2013-
7 11, as amended, and State of Florida Administrative Code 64E-6. Reclaimed water will be provided
8 as the sole source of irrigation water in the RPD. Irrigation wells, individual or otherwise, shall not
9 be permitted in the RPD.

10 **I. Stormwater Drainage.** Provision for stormwater retention shall be in accordance
11 with the Land Development Regulations Ordinance No. 2013-11, as amended. Wherever practical,
12 mitigation of historic flooding conditions and drainage problems shall be addressed by the
13 Developer.

14 **J. Access and Transportation System Improvements.** All access and transportation
15 system improvements shall be provided in accordance with the Land Development Regulations,
16 Ordinance No. 2013-11, as amended. Where appropriate, permitting will be required by Volusia
17 County and the Florida Department of Transportation ("FDOT"). The parcel shall be developed in
18 substantial accordance with the following access and transportation system improvements:

19 1. Planned Access Points.

20 a. *Orange Camp Road* - One access point is proposed to connect to
21 Orange Camp Road, which is a Volusia County facility. A full access connection will align with the
22 main entrance to the Wellington Woods subdivision.

23 b. *CPD Access Point* - A secondary point of access will also be provided

1 to the west through the adjacent CPD to Woodland Boulevard. This east-west roadway shall be
2 developed in phase one of the CPD and shall align between the main spine road for the RPD and the
3 median opening on US 17-92 in a linear fashion (with minimal horizontal curvature). Construction
4 of this east-west roadway must precede or be concurrent with the first phase of the residential
5 development.

6 c. *Custom Home Neighborhood Area B Access* - Area B has been
7 designed to accommodate custom-built home sites, with access provided via Country Club Drive.
8 The developer of Area B shall install a privately maintained gate for Area B, said gate and the new
9 right-of-way access off of Country Club Drive servicing Area B shall be maintained by the
10 Homeowners Association formed for Area B as a private right-of-way. Emergency access shall be
11 provided at the terminus of the cul-de-sac.

12 2. Transportation System Improvements. Transportation System Improvements
13 will be provided as required by the permitting agencies. Furthermore, all cul-de-sacs shall be
14 designed and approved in accordance with the City's procedures for platting and construction
15 permitting. Nothing herein shall be deemed to allow the developer to build the cul-de-sacs in the
16 exact configuration shown on the Development Plan Map/RPD Zoning Plan attached hereto as
17 Exhibit "B". The developer acknowledges that final layout of the cul-de-sacs may be changed
18 significantly to accommodate public safety and other transportation related concerns of the City.

19 3. On-Street Parking. Streets will generally, but not uniformly, provide on-street
20 parking. Parallel parking may be permitted on all streets, provided through access is maintained.
21 Additional visitor parking areas may be provided as permitted by roadway design and available right-
22 of-way. On-street parking shall not interfere with the safe flow of traffic through the residential
23 neighborhoods.

1 4. Sidewalks and Trails.
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3 a. The neighborhoods in Areas A, B and C shall have sidewalks installed on
4 each side of the street, built to the standards required by the City. Street trees and furniture
5 may be provided to accommodate pedestrians but shall comply with the requirements of the
6 City to ensure safe passage of pedestrians and vehicles on the right-of-way. The location of
7 the sidewalks within the development shall be reviewed during the processing of subdivision
8 plans and platting. All pedestrian approaches at intersections and crossing areas shall be
9 handicap/ADA compliant. Pedestrian access via sidewalk shall connect this residential
10 project with the commercial development to the west.

11 b. A pedestrian, bike and golf cart access path shall service Areas A, B and C
12 as illustrated on Exhibit "B". Said path shall also connect to Stratford Drive in order to
13 provide access to the existing residential neighborhoods and the proposed commercial
14 development to the west.

15 5. Street Lighting. Lighting standards for the residential development shall be
16 established to meet the City's minimum standards for distance between lighting standards and the
17 amount of light emitted. Detailed street lighting plan will be submitted as part of the platting process.
18 The street lights servicing the various neighborhoods shall be paid and maintained by the
19 Homeowner(s) Association servicing the neighborhoods.

20 6. Street Furnishings. Benches, trash receptacles, and other street furnishings
21 may be provided throughout the RPD and will be maintained by a homeowner's association.

22 7. Traffic Calming. "Traffic Calming" is a term used to describe the slowing of
23 vehicular speeds and in some cases, the reduction in traffic volume along certain streets. Speed may
24 be controlled or influenced by a number of measures. The following traffic calming methods may be

1 incorporated in the community where needed, but this list is illustrative only and other devices not
2 listed but recognized to accomplish the same purpose may also be employed:

- 3 • bump outs
- 4 • change in street surface texture or material
- 5 • clear signage
- 6 • on-street parking
- 7 • optical street width reduction such as street trees, median plantings,
8 paving patterns, street lights and street furniture
- 9 • roundabouts
- 10 • stop signs

11 In addition to providing traffic calming within the community, several of these devices also
12 are intended to reduce the distance necessary for pedestrian crossings and to enhance the
13 attractiveness of walking. All such devices must be engineered and constructed to allow the efficient
14 utilization of the same by emergency vehicles. In instances where a narrowing of the traffic lane(s)
15 is provided to slow traffic and/or accommodate a pedestrian crosswalk, the traffic lanes shall be no
16 narrower than 10 feet per lane. No on-street parking shall be permitted where the lanes are so
17 reduced. Any provision hereof notwithstanding, the City of DeLand may require traffic lanes to be
18 no narrower than 12 feet per lane if the Fire Marshall or City Engineer determine that 12 foot travel
19 lanes are necessary to ensure public safety.

20 8. Street Trees. Trees may be installed adjacent to all neighborhood streets as
21 neighborhoods are developed. The selection of tree species will coincide with the native tree types
22 used on DeLand streets generally and will be designed to replace those that are lost in the
23 development process. Palm trees may be used but should generally be concentrated in groupings and

1 used as decorative accents in the landscape. Any street trees which are installed shall remain the
2 responsibility of the HOA. In no event shall the City of DeLand be required to maintain the street
3 trees if installed.

4 9. Transit Service. Access to transit services will be provided through the
5 adjacent CPD property.

6 10. Golf Carts. It is the intention of the developer to request that the City
7 Commission designate the streets within this RPD for golf cart operation, in accordance with
8 Ordinance 28-11, of the DeLand Code of Ordinances. This RPD has and will be designed to
9 accommodate such a designation by the City Commission with the intent to allow the residents of
10 this RPD to travel by golf cart to the commercial development located immediately to the west. Golf
11 carts shall not be operated on or beyond any point west of the access aisle running along the eastern
12 boundary of the outparcels fronting US 17-92.

13 11. Bicycle Parking. To facilitate the lessening of car-related congestion and to
14 promote the use of alternative modes of transportation, to provide for general health and fitness and
15 to promote air quality and reduce pollution, the accommodation of bicycle commuting is required
16 through the provision of adequate and safe facilities for the storage of bicycles in accordance with
17 City standards.

18 12. Maintenance. The Homeowners Association(s) servicing this project shall be
19 and remain responsible for the maintenance of all trails and sidewalks located on private property,
20 and all median landscaping, street trees, street furniture and street lighting.

21 **K. Internal Roadways.** The final internal roadway network will be determined through
22 the subdivision process required by paragraph A(3), above. A general layout of the street system
23 connection points are shown on the Development Plan Map, but is subject to revision during the

1 subdivision approval process to account for topography, drainage, remediation, environmental
2 resources or other considerations. General standards for construction of the internal road network
3 shall conform with the requirements of Section 33-90, City of DeLand Land Development
4 Regulations Ordinance No. 2013-11, as amended. Temporary cul-de-sacs that exceed the maximum
5 length permitted by the City Land Development Regulations may be permitted until all phases of the
6 RPD are developed. The internal roadway network for the residential areas will be publically
7 maintained unless gated.

8 **L. Homeowners Association.** One or more homeowners associations will be
9 established to manage and maintain common elements of the RPD and to enforce private
10 agreements, covenants, easements or restrictions established as a part of the RPD. This includes a
11 duty to maintain internal landscaping within the rights of way and cul-de-sacs. The structure of said
12 association(s) shall be such that they are of adequate size and with sufficient funding to pay for the
13 ongoing maintenance of all improvements which they are obligated to control and maintain. The
14 charter and by-laws of said association and any such agreements, covenants, easements or
15 restrictions shall be furnished to the City of DeLand for review and approval at the time of the
16 platting process. The applicant shall be responsible for recording said information in the Public
17 Records of Volusia County, Florida. The applicant shall bear and pay all costs for recording all of
18 the aforementioned documents.

19 With respect to the enforcement of said agreements, covenants, easements or restrictions
20 entered into between the applicant and the owners or occupiers of property within the RPD, the City
21 of DeLand shall only enforce the provisions of the "Development Agreement" and City of DeLand
22 Land Development Regulations Ordinance No. 2013-11, as amended, whichever is applicable, and
23 not the private agreements entered into between the aforementioned parties.

1 **M. Modifications and Amendments.** This section was enacted by the City Commission
2 to provide for modifications and amendments of this RPD Plan as follows: Minor modifications to
3 this RPD Plan may be approved by the City Staff to accommodate issues that arise during the
4 platting or site plan process so long as the modification does not add a new use nor increases the
5 density or intensity permitted by the RPD Plan. This includes allowing the lot layout and design of
6 the residential neighborhoods to be modified to accommodate grade and soil issues. Any proposed
7 increase to the allowable density, intensity or uses authorized by this RPD Plan shall require an
8 amendment to the RPD Plan, which shall be processed by the City in the same manner as this initial
9 rezoning.

10 **N. Reverter Provision.** The City Commission may rezone any portion of the project
11 which has not secured a final development order on or before 7 years from the effective date of this
12 ordinance as may be necessary or appropriate to protect adjoining properties or the public health,
13 safety and welfare, unless the City Commission, for good cause shown, shall extend the time period
14 indicated in this paragraph.

15 **O. Binding Effect of Plans; Recording; and Effective Date.** The RPD Plan, including
16 any and all amendments shall bind and inure to the benefit of the Applicant and his successor in title
17 or interest. The RPD zoning, provisions of the "Development Agreement," and all approved plans
18 shall run with the land and shall be administered in a manner consistent with Article 12 of the City of
19 DeLand Land Development Regulations Ordinance No. 2013-11, as amended.

20 This Ordinance and all subsequent amendments shall be filed with the Clerk of the Court and
21 recorded within forty-five (45) days following execution of the document by the City Commission,
22 in the Official Records of Volusia County, Florida. One copy of the document, bearing the book and
23 page number of the Official Record in which the document was recorded, shall be submitted to the

1 Planning Department for placement in the public file. The date of recording of this document shall
2 constitute the effective date of the RPD or its subsequent amendments. The applicant shall pay all
3 filing costs for recording documents.

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DONE and ORDERED by the City Commission, City of DeLand, Florida, this ____ day of _____, 2013.

ATTEST:

CITY COMMISSION OF DELAND, FLORIDA

Michael Pleus
City Manager

Robert Apgar
Mayor

STATE OF FLORIDA
COUNTY OF FLORIDA

The foregoing instrument was acknowledged before me this ____ day of _____, 2013 by Michael Pleus 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: _____
Commission No.: _____
My Commission Expires: _____

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WITNESSES:

TAILWINDS DEVELOPMENT, LLC

Name

Print Name

By: _____
Name: _____
Its: _____

Name

Print Name

STATE OF FLORIDA
COUNTY OF FLORIDA

The foregoing instrument was acknowledged before me this ____ day of _____, 2013 by
_____ as _____ of TAILWINDS DEVELOPMENT, LLC,
who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name: _____
Commission No.: _____
My Commission Expires: _____

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WITNESSES:

DELAND GOLF COURSE, INC.

Name

Print Name

By: _____
Name: Richard Kelton
Its: President

Name

Print Name

STATE OF FLORIDA
COUNTY OF FLORIDA

The foregoing instrument was acknowledged before me this ____ day of _____, 2013 by
Richard Kelton as President of DeLand Golf Course, Inc. who is personally known to me or who has
produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name: _____
Commission No.: _____
My Commission Expires: _____

**FIRST AMENDMENT TO THE GREENS AT COUNTRY CLUB RESIDENTIAL PD
PLANNED DEVELOPMENT AGREEMENT**

This First Amendment to The Greens at Country Club Residential PD Planned Development Agreement (the "Amendment") is made this 6 day of February, 2017 between the **CITY OF DELAND**, a Florida municipal corporation (hereafter, the "City"), whose mailing address is 120 S. Florida Avenue, DeLand, FL 32720 and **MATTAMY ORLANDO, LLC**, a Delaware limited liability company, whose mailing address is 1900 Summit Tower Blvd., Suite 500, Orlando, FL 32810 (hereafter, "Mattamy") and who is the successor in interest to **TAILWINDS DELAND CC, LLC**, a Florida limited liability company (hereafter "Tailwinds DeLand").

WHEREAS, the City and Tailwinds DeLand previously entered into that certain Planned Development Agreement (the "PD Agreement") dated on or about November 18, 2013 and recorded in Official Records Book 6938, Pages 2196 to 2232 of the Public Records of Volusia County, Florida in connection with the rezoning of ±68.66 acres as the "DeLand Country Club Residential PD"; and

WHEREAS, Mattamy desires to modify the Maximum Lot Coverage for 75 foot wide lots as provided in Paragraph E.1.a.6. of the PD Agreement from 40% to an average maximum lot coverage of 54% as more particularly described herein; and

WHEREAS, Mattamy desires to modify the Maximum Lot Coverage for 50 foot wide lots as provided in Paragraph E.1.b.6. of the PD Agreement from 65% to an average maximum lot coverage of 53% as more particularly described herein; and

WHEREAS, Mattamy has provided to the City certified engineering calculations produced by Avid Engineering and dated November 29, 2016 which demonstrated to the

satisfaction of the City that the existing storm water management system can accommodate the proposed change in Maximum Lot Coverage; and

WHEREAS, the application of Mattamy to amend The Greens at Country Club Residential PD, was duly and properly filed with the City on November 21, 2016 and the application was reviewed by the City's Community Development Department and determined to be consistent with the City's Comprehensive Plan; and

WHEREAS, Public Hearings on this First Amendment to The Greens at Country Club Residential PD Planned Development Agreement were held by the Planning Board on December 21, 2016 and the City Commission on January 17, 2017 and February 6, 2017 after due public notice was provided in accordance with the City's Land Development Regulations Ordinance No. 2013-11, as amended;

NOW THEREFORE, the City and Mattamy acknowledge and agree that The Greens at Country Club Residential PD Development Agreement is hereby amended to reflect the following changes, revisions and amendments to The Greens at Country Club Residential PD Planned Development Agreement and CPD Plan:

1. Paragraph E.1.a.6. of the Development Agreement for The Greens at Country Club Residential PD is amended as follows (changes shown in ~~strike through~~/underline format):

6. ~~Maximum Lot Coverage 40 percent~~ Average Maximum Lot Coverage shall be 54% with a lot specific cap provided pursuant to Engineer's Letter Dated November 29, 2016, attached hereto as Exhibit "C".

2. Paragraph E.1.b.6. of the Development Agreement for The Greens at Country Club Residential PD is amended as follows (changes shown in ~~strike through~~/underline format):

6. ~~Maximum Lot Coverage 65 percent~~ Average Maximum Lot Coverage shall be 53% with a lot specific cap provided pursuant to Engineer's Letter Dated November 29, 2016, attached hereto as Exhibit "C".
3. The "Maximum Lot Coverage Analysis", consisting of a letter from AVID Group dated November 29, 2016 and providing for a modification of the Maximum Lot Coverage for all lots within the The Greens at Country Club Residential PD and specifically providing a unique, maximum lot coverage and impervious area for each lot, is attached hereto and incorporated herein as Exhibit "C".
4. Paragraph A.5. of the Development Agreement for The Greens at Country Club Residential PD is created as follows (changes shown in ~~strikethrough~~/underline format):
 5. Building Permit and Survey Requirement: Pursuant to the terms and conditions provided for in the First Amendment to The Greens at County Club Residential PD which permitted a modification of the Average Maximum Lot Coverage provided for herein, every application for a building permit must include a plot plan stating the proposed impervious lot coverage total, as calculated by a surveyor or engineer.
5. Except as expressly modified herein, the provisions of The Greens at Country Club Residential PD Planned Development Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City and Mattamy have caused this First Amendment to The Greens at Country Club Residential PD Planned Development Agreement to be duly executed by their authorized representatives as of the last date entered below.

(Signatures on Following Pages)

DONE and ORDERED by the City Commission, City of DeLand, Florida, this ____ day of _____, 2017.

ATTEST:

CITY COMMISSION OF DELAND, FLORIDA

Michael P. Pleus
City Manager

By: _____
Robert F. Apgar
Mayor

STATE OF FLORIDA
COUNTY OF FLORIDA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017 by Michael P. Pleus 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: _____

Commission No.: _____

My Commission Expires: _____

WITNESSES

MATTAMY ORLANDO, LLC, a limited liability company

[Signature]
Print Name
[Signature]
Sign Name

By: [Signature]
Print: ANDREW ABEL
Title: AVP

BENNETT S. RUEDAS
Print Name
[Signature]
Sign Name

Date: 3/6/17

STATE OF FLORIDA
COUNTY OF ORANGE

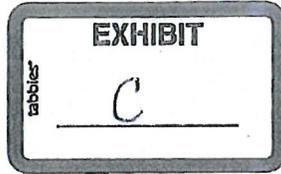
The foregoing instrument was acknowledged before me this 6 day of March, 2017, by Andrew Abel, as AVP for and on behalf of Mattamy Orlando, LLC, a Delaware limited liability company. He is personally known to me or has produced _____ as identification.

[Signature]
Notary Public, State of Florida

Seal

Type or Print Name: Dana Rolon
Commission No. FF077656
My Commission Expires: 12.18.17





2300 CURLEW ROAD, Suite 201
 PALM HARBOR, FLORIDA 34683
 PHONE (727) 789-9500
 [AUTH#6139 LB7345]
 WWW.AVIDGROUP.COM

November 29, 2016

Mattamy Homes
 Attn: Chuck Bell, PE, PSM
 Land Development Manager
 1900 Summit Tower, Suite 500
 Orlando, Florida 32810

Re: Bentley Green (f.k.a. - The Greens at Country Club Corners)
 Effect of Impervious Percent Coverage on Lots on Design High Water Levels

Dear Mr. Bell,

As requested, AVID Group has studied the effect of revised impervious cover assumptions on the design high water levels in the on-site ponds. You specified the impervious areas for the lots as follows:

- 75 ft wide lots are assumed to contain 5,062 SF of impervious cover.
- 50 ft wide lots are assumed to contain 3,452 SF of impervious cover.

These impervious figures include roof, driveway, sidewalk, and a potential rear patio / pool deck. These impervious figures do not create a uniform percent impervious across the affected basins. The impervious cover per lot is uniform, but the lot areas are not uniform. Lots on cul-de-sacs and corners contain varying land areas, but the impervious acreage per lot only varies based on the minimum lot width. The design high water levels based on the updated impervious cover assumptions are as follows:

Pond	Approved 100-yr, 24-hr Storm Peak Stage (ft)	Revised 100-yr, 24-hr Storm Peak Stage (ft)	Change (ft)
RES CENT	42.91	42.91	---
RES NE	40.03	40.04	+ 0.01
RES NNW	41.78	41.80	+ 0.02
RES NW	40.40	40.42	+ 0.02
RES SE	37.26	37.25	+ 0.01
RES SSE	26.55	26.22	- 0.33
RES SSW	34.30	34.24	- 0.06
RES SW	42.90	42.91	+ 0.01

In summary, we have modeled the attached lot imperviousness chart and there will be no significant negative impacts to the stormwater system. None of the changes to the peak stage are significant. All of the revised peak stages remain below the minimum freeboard levels in the ponds. The revised impervious cover is not expected to create any discharge out of the site to Orange Camp Road.

Please let us know if you have any questions.

Sincerely,
 AVID Group

Ronald B. Morahan, Jr., P.E.
 Director of Water Resources

cc: AVID File 3147-001.00

Bently Greens

Lot#	Parcel #	Size	Proposed Coverage	Impervious
75' Lots				
1	G-1	9929	5062	50.98%
2	G-2	9010	5062	56.18%
3	G-3	10393	5062	48.71%
4	G-4	9000	5062	56.24%
5	G-5	9033	5062	56.04%
6	G-6	9022	5062	56.11%
7	G-7	9073	5062	55.79%
8	G-8	9003	5062	56.23%
9	H-1	9232	5062	54.83%
10	H-2	9002	5062	56.23%
11	H-3	10742	5062	47.12%
12	H-4	10850	5062	46.65%
13	H-5	9000	5062	56.24%
14	H-6	9017	5062	56.14%
16	F-27	9766	5062	51.83%
17	F-26	10071	5062	50.26%
18	F-25	9141	5062	55.38%
19	F-24	9810	5062	51.60%
20	F-23	10193	5062	49.66%
21	F-22	10180	5062	49.72%
22	F-21	10178	5062	49.73%
23	F-20	10178	5062	49.73%
24	F-19	9420	5062	53.74%
25	F-18	9000	5062	56.24%
26	F-17	9000	5062	56.24%
27	F-16	9000	5062	56.24%
28	F-15	9000	5062	56.24%
29	F-14	9000	5062	56.24%
30	F-13	9000	5062	56.24%
31	F-12	9000	5062	56.24%
32	F-11	9000	5062	56.24%
33	F-10	9076	5062	55.77%
34	F-9	9000	5062	56.24%
35	F-8	9038	5062	56.01%
36	F-7	9799	5062	51.66%
37	F-6	10336	5062	48.97%
38	F-5	10178	5062	49.73%
39	F-4	10178	5062	49.73%
40	F-3	10183	5062	49.71%
41	F-2	9208	5062	54.97%
42	F-1	9534	5062	53.09%
115	E-26	9296	5062	54.45%

Bently Greens

Lot#	Parcel #	Size	Proposed	
			Coverage	Impervious
116	E-25	9152	5062	55.31%
117	E-24	12135	5062	41.71%
118	E-23	9745	5062	51.94%
119	E-22	12455	5062	40.64%
120	E-21	9649	5062	52.46%
121	E-20	9109	5062	55.57%
122	E-19	9345	5062	54.17%
123	E-18	9056	5062	55.90%
124	E-17	9001	5062	56.24%
125	E-16	9001	5062	56.24%
126	E-15	9001	5062	56.24%
127	E-14	9001	5062	56.24%
128	E-13	9001	5062	56.24%
129	E-12	9145	5062	55.35%
130	E-11	9106	5062	55.59%
131	E-10	9007	5062	56.20%
132	E-38	10185	5062	49.70%
133	E-8	9013	5062	56.16%
134	E-7	9269	5062	54.61%
	61	Average Impervious		53.48%
		50' Lots		
15	F-28	6725	3452	51.33%
43	A-27	6593	3452	52.36%
44	A-26	6000	3452	57.53%
45	A-25	6383	3452	54.08%
46	A-24	6622	3452	52.13%
47	A-23	7282	3452	47.40%
48	A-22	7617	3452	45.32%
49	A-21	6757	3452	51.09%
50	A-20	7186	3452	48.04%
51	A-19	6072	3452	56.85%
52	A-18	6587	3452	52.41%
53	A-17	6587	3452	52.41%
54	A-16	6587	3452	52.41%
55	A-15	6587	3452	52.41%
56	A-14	6587	3452	52.41%
57	A-13	6531	3452	52.86%
58	A-12	5962	3452	57.90%
59	A-11	5965	3452	57.87%
60	A-10	5969	3452	57.83%
61	A-9	6029	3452	57.26%
62	A-8	6584	3452	52.43%
63	A-7	6588	3452	52.40%

Bently Greens

Lot#	Parcel #	Size	Proposed	
			Coverage	Impervious
64	A-6	6588	3452	52.40%
65	A-5	6588	3452	52.40%
66	A-4	6588	3452	52.40%
67	A-3	6588	3452	52.40%
68	A-2	6586	3452	52.41%
69	A-1	6336	3452	54.48%
70	I-1	6626	3452	52.10%
71	I-2	6954	3452	49.64%
72	I-3	6743	3452	51.19%
73	I-4	6000	3452	57.53%
74	I-5	6000	3452	57.53%
75	I-6	6002	3452	57.51%
76	I-7	6006	3452	57.48%
77	I-8	6001	3452	57.52%
78	I-9	6596	3452	52.33%
79	B-1	7787	3452	44.33%
80	B-2	6091	3452	56.67%
81	B-3	6352	3452	54.35%
82	B-4	7844	3452	44.01%
83	B-5	6960	3452	49.60%
84	B-6	6966	3452	49.55%
85	B-7	6672	3452	51.74%
86	B-8	6432	3452	53.67%
87	B-9	6301	3452	54.78%
88	B-10	6000	3452	57.53%
89	B-11	5879	3452	58.72%
90	B-12	5976	3452	57.76%
91	B-14	6029	3452	57.26%
92	B-15	7003	3452	49.29%
93	B-16	7001	3452	49.31%
94	B-17	7020	3452	49.17%
95	B-18	6017	3452	57.37%
96	B-19	6000	3452	57.53%
97	B-20	6000	3452	57.53%
98	B-21	6000	3452	57.53%
99	C-16	6580	3452	52.46%
100	C-15	6000	3452	57.53%
101	C-14	6000	3452	57.53%
102	C-13	6001	3452	57.52%
103	C-12	7143	3452	48.33%
104	C-11	8065	3452	42.80%
105	C-10	6646	3452	51.94%
106	C-9	7784	3452	44.35%

Bently Greens

Lot#	Parcel #	Size	Proposed	
			Coverage	Impervious
107	C-8	6098	3452	56.61%
108	C-7	6000	3452	57.53%
109	C-6	6001	3452	57.52%
110	C-5	7303	3452	47.27%
111	C-4	7830	3452	44.09%
112	C-3	7721	3452	44.71%
113	C-2	6506	3452	53.06%
114	C-1	7254	3452	47.59%
135	E-6	6012	3452	57.42%
136	E-5	6000	3452	57.53%
137	E-4	6000	3452	57.53%
138	E-3	7307	3452	47.24%
139	E-2	6499	3452	53.12%
140	E-1	6302	3452	54.78%
141	D-15	7151	3452	48.27%
142	D-14	6000	3452	57.53%
143	D-13	6000	3452	57.53%
144	D-12	6000	3452	57.53%
145	D-11	8075	3452	42.75%
146	D-10	6079	3452	56.79%
147	D-9	6352	3452	54.35%
148	D-8	6601	3452	52.30%
149	D-7	6343	3452	54.42%
150	D-6	6006	3452	57.48%
151	D-5	6010	3452	57.44%
152	D-4	6012	3452	57.42%
153	D-3	8022	3452	43.03%
154	D-2	8827	3452	39.11%
155	D-1	8711	3452	39.63%
	94	Average Impervious		52.85%

ORDINANCE NO. 2017 - 05

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING ORDINANCE NO. 2013-17; WHICH APPROVED THE DEVELOPMENT PLAN FOR THE GREENS AT COUNTRY CLUB RESIDENTIAL PD; BY AMENDING THE PLANNED DEVELOPMENT DOCUMENT TO ALLOW FOR MODIFCATIONS TO LOT COVERAGE REQUIEEMENTS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 2013-17, adopted on November 18, 2013, approved a Development Plan for the “Greens at Country Club Residential PD”, and

WHEREAS, the applicant, Michael Woods, on behalf of the owner Mattamy Orlando, LLC, is requesting that the existing Planned Development document be amended to allow for modifications to lot coverage requirements; and

WHEREAS, the proposed amendment will not have a detrimental effect on the surrounding properties, and it is in the best interests of the City to grant the requested amendments to the Greens at Country Club Residential Planned Development.

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

Section 1. City of DeLand Ordinance No. 2013-17, approving the Development Plan for the Greens at Country Club Residential PD, is hereby amended by amending the Planned Development document to allow for modifications to lot coverage requirements as more particularly set forth in the revised PD Agreement, attached as Exhibit “A”.

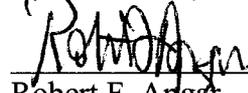
Section 2. At the time of development, the developer shall comply with all relevant building codes and development standards contained in the City’s Code of Ordinances or in the Development Plan; provided, however, that the development standards contained in the adopted Development Plan, as amended, shall supersede comparable standards contained in the Code of Ordinances.

Section 3. 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 4. All Ordinances or parts of Ordinances, in conflict herewith are, to the extent of such conflict, hereby repealed.

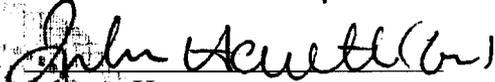
Section 5. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 6th day of February, 2017.



Robert F. Aggar
Mayor-Commissioner

ATTEST:


Julie A. Hennessy
City Clerk – Auditor

Passed on first reading: January 17, 2017

Adopted on second reading: February 6, 2017

APPROVED AS TO FORM AND LEGALITY:



Darren J. Elkind
City Attorney

EXHIBIT A

FIRST AMENDMENT TO THE GREENS AT COUNTRY CLUB RESIDENTIAL PD PLANNED DEVELOPMENT AGREEMENT

This First Amendment to The Greens at Country Club Residential PD Planned Development Agreement (the "Amendment") is made this 6 day of February, 2017 between the **CITY OF DELAND**, a Florida municipal corporation (hereafter, the "City"), whose mailing address is 120 S. Florida Avenue, DeLand, FL 32720 and **MATTAMY ORLANDO, LLC**, a Delaware limited liability company, whose mailing address is 1900 Summit Tower Blvd., Suite 500, Orlando, FL 32810 (hereafter, "Mattamy") and who is the successor in interest to **TAILWINDS DELAND CC, LLC**, a Florida limited liability company (hereafter "Tailwinds DeLand").

WHEREAS, the City and Tailwinds DeLand previously entered into that certain Planned Development Agreement (the "PD Agreement") dated on or about November 18, 2013 and recorded in Official Records Book 6938, Pages 2196 to 2232 of the Public Records of Volusia County, Florida in connection with the rezoning of +68.66 acres as the "DeLand Country Club Residential PD"; and

WHEREAS, Mattamy desires to modify the Maximum Lot Coverage for 75 foot wide lots as provided in Paragraph E.1.a.6. of the PD Agreement from 40% to an average maximum lot coverage of 54% as more particularly described herein; and

WHEREAS, Mattamy desires to modify the Maximum Lot Coverage for 50 foot wide lots as provided in Paragraph E.1.b.6. of the PD Agreement from 65% to an average maximum lot coverage of 53% as more particularly described herein; and

WHEREAS, Mattamy has provided to the City certified engineering calculations produced by Avid Engineering and dated November 29, 2016 which demonstrated to the

satisfaction of the City that the existing storm water management system can accommodate the proposed change in Maximum Lot Coverage; and

WHEREAS, the application of Mattamy to amend The Greens at Country Club Residential PD, was duly and properly filed with the City on November 21, 2016 and the application was reviewed by the City's Community Development Department and determined to be consistent with the City's Comprehensive Plan; and

WHEREAS, Public Hearings on this First Amendment to The Greens at Country Club Residential PD Planned Development Agreement were held by the Planning Board on December 21, 2016 and the City Commission on January 17, 2017 and February 6, 2017 after due public notice was provided in accordance with the City's Land Development Regulations Ordinance No. 2013-11, as amended;

NOW THEREFORE, the City and Mattamy acknowledge and agree that The Greens at Country Club Residential PD Development Agreement is hereby amended to reflect the following changes, revisions and amendments to The Greens at Country Club Residential PD Planned Development Agreement and CPD Plan:

1. Paragraph E.1.a.6. of the Development Agreement for The Greens at Country Club Residential PD is amended as follows (changes shown in ~~strike through~~/underline format):

6. ~~Maximum Lot Coverage 40 percent~~ Average Maximum Lot Coverage shall be 54% with a lot specific cap provided pursuant to Engineer's Letter Dated November 29, 2016, attached hereto as Exhibit "C".

2. Paragraph E.1.b.6. of the Development Agreement for The Greens at Country Club Residential PD is amended as follows (changes shown in ~~strike through~~/underline format):

6. ~~Maximum Lot Coverage 65 percent~~ Average Maximum Lot Coverage shall be 53% with a lot specific cap provided pursuant to Engineer's Letter Dated November 29, 2016, attached hereto as Exhibit "C".
3. The "Maximum Lot Coverage Analysis", consisting of a letter from AVID Group dated November 29, 2016 and providing for a modification of the Maximum Lot Coverage for all lots within the The Greens at Country Club Residential PD and specifically providing a unique, maximum lot coverage and impervious area for each lot, is attached hereto and incorporated herein as Exhibit "C".
4. Paragraph A.5. of the Development Agreement for The Greens at Country Club Residential PD is created as follows (changes shown in ~~strike through~~/underline format):
 5. Building Permit and Survey Requirement: Pursuant to the terms and conditions provided for in the First Amendment to The Greens at County Club Residential PD which permitted a modification of the Average Maximum Lot Coverage provided for herein, every application for a building permit must include a plot plan stating the proposed impervious lot coverage total, as calculated by a surveyor or engineer.
5. Except as expressly modified herein, the provisions of The Greens at Country Club Residential PD Planned Development Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City and Mattamy have caused this First Amendment to The Greens at Country Club Residential PD Planned Development Agreement to be duly executed by their authorized representatives as of the last date entered below.

(Signatures on Following Pages)

DONE and ORDERED by the City Commission, City of DeLand, Florida, this 6th day of February, 2017.

ATTEST:

CITY COMMISSION OF DELAND, FLORIDA

Michael P. Pleus
Michael P. Pleus
City Manager

By: Robert F. Apgar
Robert F. Apgar
Mayor

ATTEST:

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

STATE OF FLORIDA
COUNTY OF FLORIDA

The foregoing instrument was acknowledged before me this 10th day of March, 2017 by Michael P. Pleus 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

Julia Hewitt
Type or Print Name: Julia Hewitt
Commission No.: FF 946646
My Commission Expires: 12-29-19

WITNESSES

MATTAMY ORLANDO, LLC, a limited liability company

[Signature]
Print Name
[Signature]
Sign Name

By: [Signature]
Print: ANDREW ABEL
Title: AVP

BENNETT S. RUEDAS
Print Name
[Signature]
Sign Name

Date: 3/6/17

STATE OF FLORIDA
COUNTY OF ORANGE

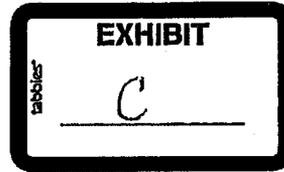
The foregoing instrument was acknowledged before me this 6 day of MARCH, 2017, by Andrew Abel, as AVP for and on behalf of Mattamy Orlando, LLC, a Delaware limited liability company. He is personally known to me or has produced _____ as identification.

[Signature]
Notary Public, State of Florida

Seal

Type or Print Name: Dana Rolon
Commission No. FF077656
My Commission Expires: 12.18.17





2300 CURLEW ROAD, Suite 201
PALM HARBOR, FLORIDA 34683
PHONE (727) 789-9500
[AUTH#6139 LB7345]
WWW.AVIDGROUP.COM

November 29, 2016

Mattamy Homes
Attn: Chuck Bell, PE, PSM
Land Development Manager
1900 Summit Tower, Suite 500
Orlando, Florida 32810

Re: Bentley Green (f.k.a. - The Greens at Country Club Corners)
Effect of Impervious Percent Coverage on Lots on Design High Water Levels

Dear Mr. Bell,

As requested, AVID Group has studied the effect of revised impervious cover assumptions on the design high water levels in the on-site ponds. You specified the impervious areas for the lots as follows:

- 75 ft wide lots are assumed to contain 5,062 SF of impervious cover.
- 50 ft wide lots are assumed to contain 3,452 SF of impervious cover.

These impervious figures include roof, driveway, sidewalk, and a potential rear patio / pool deck. These impervious figures do not create a uniform percent impervious across the affected basins. The impervious cover per lot is uniform, but the lot areas are not uniform. Lots on cul-de-sacs and corners contain varying land areas, but the impervious acreage per lot only varies based on the minimum lot width. The design high water levels based on the updated impervious cover assumptions are as follows:

Pond	Approved 100-yr, 24-hr Storm Peak Stage (ft)	Revised 100-yr, 24-hr Storm Peak Stage (ft)	Change (ft)
RES CENT	42.91	42.91	---
RES NE	40.03	40.04	+ 0.01
RES NNW	41.78	41.80	+ 0.02
RES NW	40.40	40.42	+ 0.02
RES SE	37.26	37.25	+ 0.01
RES SSE	26.55	26.22	- 0.33
RES SSW	34.30	34.24	- 0.06
RES SW	42.90	42.91	+ 0.01

In summary, we have modeled the attached lot imperviousness chart and there will be no significant negative impacts to the stormwater system. None of the changes to the peak stage are significant. All of the revised peak stages remain below the minimum freeboard levels in the ponds. The revised impervious cover is not expected to create any discharge out of the site to Orange Camp Road.

Please let us know if you have any questions.

Sincerely,
AVID Group

Ronald B. Morahan, Jr., P.E.
Director of Water Resources

cc: AVID File 3147-001.00

K:\Projects\3100\3147001\DOC\Permitting - City of Deland\20161129_Ltr to Mattamy re Lot Imperv_3147001.docx

Bently Greens

Lot#	Parcel #	Size	Proposed Coverage	Impervious
75' Lots				
1	G-1	9929	5062	50.98%
2	G-2	9010	5062	56.18%
3	G-3	10393	5062	48.71%
4	G-4	9000	5062	56.24%
5	G-5	9033	5062	56.04%
6	G-6	9022	5062	56.11%
7	G-7	9073	5062	55.79%
8	G-8	9003	5062	56.23%
9	H-1	9232	5062	54.83%
10	H-2	9002	5062	56.23%
11	H-3	10742	5062	47.12%
12	H-4	10850	5062	46.65%
13	H-5	9000	5062	56.24%
14	H-6	9017	5062	56.14%
16	F-27	9766	5062	51.83%
17	F-26	10071	5062	50.26%
18	F-25	9141	5062	55.38%
19	F-24	9810	5062	51.60%
20	F-23	10193	5062	49.66%
21	F-22	10180	5062	49.72%
22	F-21	10178	5062	49.73%
23	F-20	10178	5062	49.73%
24	F-19	9420	5062	53.74%
25	F-18	9000	5062	56.24%
26	F-17	9000	5062	56.24%
27	F-16	9000	5062	56.24%
28	F-15	9000	5062	56.24%
29	F-14	9000	5062	56.24%
30	F-13	9000	5062	56.24%
31	F-12	9000	5062	56.24%
32	F-11	9000	5062	56.24%
33	F-10	9076	5062	55.77%
34	F-9	9000	5062	56.24%
35	F-8	9038	5062	56.01%
36	F-7	9799	5062	51.66%
37	F-6	10336	5062	48.97%
38	F-5	10178	5062	49.73%
39	F-4	10178	5062	49.73%
40	F-3	10183	5062	49.71%
41	F-2	9208	5062	54.97%
42	F-1	9534	5062	53.09%
115	E-26	9296	5062	54.45%

Bently Greens

Lot#	Parcel #	Size	Proposed	
			Coverage	Impervious
116	E-25	9152	5062	55.31%
117	E-24	12135	5062	41.71%
118	E-23	9745	5062	51.94%
119	E-22	12455	5062	40.64%
120	E-21	9649	5062	52.46%
121	E-20	9109	5062	55.57%
122	E-19	9345	5062	54.17%
123	E-18	9056	5062	55.90%
124	E-17	9001	5062	56.24%
125	E-16	9001	5062	56.24%
126	E-15	9001	5062	56.24%
127	E-14	9001	5062	56.24%
128	E-13	9001	5062	56.24%
129	E-12	9145	5062	55.35%
130	E-11	9106	5062	55.59%
131	E-10	9007	5062	56.20%
132	E-38	10185	5062	49.70%
133	E-8	9013	5062	56.16%
134	E-7	9269	5062	54.61%
	61	Average Impervious		53.48%
		50' Lots		
15	F-28	6725	3452	51.33%
43	A-27	6593	3452	52.36%
44	A-26	6000	3452	57.53%
45	A-25	6383	3452	54.08%
46	A-24	6622	3452	52.13%
47	A-23	7282	3452	47.40%
48	A-22	7617	3452	45.32%
49	A-21	6757	3452	51.09%
50	A-20	7186	3452	48.04%
51	A-19	6072	3452	56.85%
52	A-18	6587	3452	52.41%
53	A-17	6587	3452	52.41%
54	A-16	6587	3452	52.41%
55	A-15	6587	3452	52.41%
56	A-14	6587	3452	52.41%
57	A-13	6531	3452	52.86%
58	A-12	5962	3452	57.90%
59	A-11	5965	3452	57.87%
60	A-10	5969	3452	57.83%
61	A-9	6029	3452	57.26%
62	A-8	6584	3452	52.43%
63	A-7	6588	3452	52.40%

Bently Greens

Lot#	Parcel #	Size	Proposed Coverage	Impervious
64	A-6	6588	3452	52.40%
65	A-5	6588	3452	52.40%
66	A-4	6588	3452	52.40%
67	A-3	6588	3452	52.40%
68	A-2	6586	3452	52.41%
69	A-1	6336	3452	54.48%
70	I-1	6626	3452	52.10%
71	I-2	6954	3452	49.64%
72	I-3	6743	3452	51.19%
73	I-4	6000	3452	57.53%
74	I-5	6000	3452	57.53%
75	I-6	6002	3452	57.51%
76	I-7	6006	3452	57.48%
77	I-8	6001	3452	57.52%
78	I-9	6596	3452	52.33%
79	B-1	7787	3452	44.33%
80	B-2	6091	3452	56.67%
81	B-3	6352	3452	54.35%
82	B-4	7844	3452	44.01%
83	B-5	6960	3452	49.60%
84	B-6	6966	3452	49.55%
85	B-7	6672	3452	51.74%
86	B-8	6432	3452	53.67%
87	B-9	6301	3452	54.78%
88	B-10	6000	3452	57.53%
89	B-11	5879	3452	58.72%
90	B-12	5976	3452	57.76%
91	B-14	6029	3452	57.26%
92	B-15	7003	3452	49.29%
93	B-16	7001	3452	49.31%
94	B-17	7020	3452	49.17%
95	B-18	6017	3452	57.37%
96	B-19	6000	3452	57.53%
97	B-20	6000	3452	57.53%
98	B-21	6000	3452	57.53%
99	C-16	6580	3452	52.46%
100	C-15	6000	3452	57.53%
101	C-14	6000	3452	57.53%
102	C-13	6001	3452	57.52%
103	C-12	7143	3452	48.33%
104	C-11	8065	3452	42.80%
105	C-10	6646	3452	51.94%
106	C-9	7784	3452	44.35%

Bently Greens

Lot#	Parcel #	Size	Proposed Coverage	Impervious
107	C-8	6098	3452	56.61%
108	C-7	6000	3452	57.53%
109	C-6	6001	3452	57.52%
110	C-5	7303	3452	47.27%
111	C-4	7830	3452	44.09%
112	C-3	7721	3452	44.71%
113	C-2	6506	3452	53.06%
114	C-1	7254	3452	47.59%
135	E-6	6012	3452	57.42%
136	E-5	6000	3452	57.53%
137	E-4	6000	3452	57.53%
138	E-3	7307	3452	47.24%
139	E-2	6499	3452	53.12%
140	E-1	6302	3452	54.78%
141	D-15	7151	3452	48.27%
142	D-14	6000	3452	57.53%
143	D-13	6000	3452	57.53%
144	D-12	6000	3452	57.53%
145	D-11	8075	3452	42.75%
146	D-10	6079	3452	56.79%
147	D-9	6352	3452	54.35%
148	D-8	6601	3452	52.30%
149	D-7	6343	3452	54.42%
150	D-6	6006	3452	57.48%
151	D-5	6010	3452	57.44%
152	D-4	6012	3452	57.42%
153	D-3	8022	3452	43.03%
154	D-2	8827	3452	39.11%
155	D-1	8711	3452	39.63%
	94	Average Impervious		52.85%



December 7, 2017

Mr. Mike Holmes
Planning Director
City of Deland
120 South Florida Avenue
DeLand, FL
32720-5422

**Re: Ordinance No. 2017-05 – OR Book 733/675
Greens at Country Club Residential PD (aka Bentley Green)
Correction to Exhibit C – Lot Impervious/Coverage Calculations**

Dear Mr. Holmes,

Reference is made to the above subject matter and recent discussions between the City of DeLand, Mattamy Homes and Cobb Cole.

Please recall when Mattamy Homes submitted a permit for a residential home on Lot 153, it was discovered that there was a scrivener's error on the calculation table prepared by the Avid Group (Engineer of Record). Further review of the table was performed, and one additional scrivener's error on the lot area was found on Lot 82. There are no changes to the proposed coverage area (square feet) for these lots, only the calculated % lot coverage. Attached is the corrected table prepared by the Avid Group for your records.

Below is the summary of the changes:

Lot #	Parcel #	Previous Lot Area/Size (SF)	Proposed Coverage (SF)	Impervious/Lot Coverage (%)	Revised Lot Area/Size (SF)	Proposed Coverage (SF)	Revised Impervious/Lot Coverage (%)
82	B-4	7,844	3,452	44.01	7,484	3,452	46.13
153	D-3	8,022	3,452	43.03	6,022	3,452	57.32

We apologize for this error, and thank you for your attention to this matter. Should you need any additional information, please do not hesitate to contact me.

Sincerely,

Chuck Bell, PE (FL), PSM (FL)
Land Development Manager
chuck.bell@mattamycorp.com

Attachment: As stated

Cc: Deborah Glick, City of DeLand
Michael Woods, Cobb Cole
Richard Joudrey, AVID Group
Drew Abel, Mattamy Homes
File

Bently Greens

Lot#	Parcel #	Size	Proposed Coverage	Impervious
75' Lots				
1	G-1	9929	5062	50.98%
2	G-2	9010	5062	56.18%
3	G-3	10393	5062	48.71%
4	G-4	9000	5062	56.24%
5	G-5	9033	5062	56.04%
6	G-6	9022	5062	56.11%
7	G-7	9073	5062	55.79%
8	G-8	9003	5062	56.23%
9	H-1	9232	5062	54.83%
10	H-2	9002	5062	56.23%
11	H-3	10742	5062	47.12%
12	H-4	10850	5062	46.65%
13	H-5	9000	5062	56.24%
14	H-6	9017	5062	56.14%
16	F-27	9766	5062	51.83%
17	F-26	10071	5062	50.26%
18	F-25	9141	5062	55.38%
19	F-24	9810	5062	51.60%
20	F-23	10193	5062	49.66%
21	F-22	10180	5062	49.72%
22	F-21	10178	5062	49.73%
23	F-20	10178	5062	49.73%
24	F-19	9420	5062	53.74%
25	F-18	9000	5062	56.24%
26	F-17	9000	5062	56.24%
27	F-16	9000	5062	56.24%
28	F-15	9000	5062	56.24%
29	F-14	9000	5062	56.24%
30	F-13	9000	5062	56.24%
31	F-12	9000	5062	56.24%
32	F-11	9000	5062	56.24%
33	F-10	9076	5062	55.77%
34	F-9	9000	5062	56.24%
35	F-8	9038	5062	56.01%
36	F-7	9799	5062	51.66%
37	F-6	10336	5062	48.97%
38	F-5	10178	5062	49.73%
39	F-4	10178	5062	49.73%
40	F-3	10183	5062	49.71%
41	F-2	9208	5062	54.97%
42	F-1	9534	5062	53.09%
115	E-26	9296	5062	54.45%

Bently Greens

Lot#	Parcel #	Size	Proposed Coverage	Impervious
116	E-25	9152	5062	55.31%
117	E-24	12135	5062	41.71%
118	E-23	9745	5062	51.94%
119	E-22	12455	5062	40.64%
120	E-21	9649	5062	52.46%
121	E-20	9109	5062	55.57%
122	E-19	9345	5062	54.17%
123	E-18	9056	5062	55.90%
124	E-17	9001	5062	56.24%
125	E-16	9001	5062	56.24%
126	E-15	9001	5062	56.24%
127	E-14	9001	5062	56.24%
128	E-13	9001	5062	56.24%
129	E-12	9145	5062	55.35%
130	E-11	9106	5062	55.59%
131	E-10	9007	5062	56.20%
132	E-38	10185	5062	49.70%
133	E-8	9013	5062	56.16%
134	E-7	9269	5062	54.61%
	61	Average Impervious		53.48%
50' Lots				
15	F-28	6725	3452	51.33%
43	A-27	6593	3452	52.36%
44	A-26	6000	3452	57.53%
45	A-25	6383	3452	54.08%
46	A-24	6622	3452	52.13%
47	A-23	7282	3452	47.40%
48	A-22	7617	3452	45.32%
49	A-21	6757	3452	51.09%
50	A-20	7186	3452	48.04%
51	A-19	6072	3452	56.85%
52	A-18	6587	3452	52.41%
53	A-17	6587	3452	52.41%
54	A-16	6587	3452	52.41%
55	A-15	6587	3452	52.41%
56	A-14	6587	3452	52.41%
57	A-13	6531	3452	52.86%
58	A-12	5962	3452	57.90%
59	A-11	5965	3452	57.87%
60	A-10	5969	3452	57.83%
61	A-9	6029	3452	57.26%
62	A-8	6584	3452	52.43%
63	A-7	6588	3452	52.40%

Bently Greens

Lot#	Parcel #	Size	Proposed Coverage	Impervious
64	A-6	6588	3452	52.40%
65	A-5	6588	3452	52.40%
66	A-4	6588	3452	52.40%
67	A-3	6588	3452	52.40%
68	A-2	6586	3452	52.41%
69	A-1	6336	3452	54.48%
70	I-1	6626	3452	52.10%
71	I-2	6954	3452	49.64%
72	I-3	6743	3452	51.19%
73	I-4	6000	3452	57.53%
74	I-5	6000	3452	57.53%
75	I-6	6002	3452	57.51%
76	I-7	6006	3452	57.48%
77	I-8	6001	3452	57.52%
78	I-9	6596	3452	52.33%
79	B-1	7787	3452	44.33%
80	B-2	6091	3452	56.67%
81	B-3	6352	3452	54.35%
82	B-4	7484	3452	46.13%
83	B-5	6960	3452	49.60%
84	B-6	6966	3452	49.55%
85	B-7	6672	3452	51.74%
86	B-8	6432	3452	53.67%
87	B-9	6301	3452	54.78%
88	B-10	6000	3452	57.53%
89	B-11	5879	3452	58.72%
90	B-12	5976	3452	57.76%
91	B-14	6029	3452	57.26%
92	B-15	7003	3452	49.29%
93	B-16	7001	3452	49.31%
94	B-17	7020	3452	49.17%
95	B-18	6017	3452	57.37%
96	B-19	6000	3452	57.53%
97	B-20	6000	3452	57.53%
98	B-21	6000	3452	57.53%
99	C-16	6580	3452	52.46%
100	C-15	6000	3452	57.53%
101	C-14	6000	3452	57.53%
102	C-13	6001	3452	57.52%
103	C-12	7143	3452	48.33%
104	C-11	8065	3452	42.80%
105	C-10	6646	3452	51.94%
106	C-9	7784	3452	44.35%

Bently Greens

Lot#	Parcel #	Size	Proposed Coverage	Impervious
107	C-8	6098	3452	56.61%
108	C-7	6000	3452	57.53%
109	C-6	6001	3452	57.52%
110	C-5	7303	3452	47.27%
111	C-4	7830	3452	44.09%
112	C-3	7721	3452	44.71%
113	C-2	6506	3452	53.06%
114	C-1	7254	3452	47.59%
135	E-6	6012	3452	57.42%
136	E-5	6000	3452	57.53%
137	E-4	6000	3452	57.53%
138	E-3	7307	3452	47.24%
139	E-2	6499	3452	53.12%
140	E-1	6302	3452	54.78%
141	D-15	7151	3452	48.27%
142	D-14	6000	3452	57.53%
143	D-13	6000	3452	57.53%
144	D-12	6000	3452	57.53%
145	D-11	8075	3452	42.75%
146	D-10	6079	3452	56.79%
147	D-9	6352	3452	54.35%
148	D-8	6601	3452	52.30%
149	D-7	6343	3452	54.42%
150	D-6	6006	3452	57.48%
151	D-5	6010	3452	57.44%
152	D-4	6012	3452	57.42%
153	D-3	6022	3452	57.32%
154	D-2	8827	3452	39.11%
155	D-1	8711	3452	39.63%
	94	Average Impervious		53.02%

ORDINANCE NO. 2013 - 17

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM CITY'S R-1A, SINGLE FAMILY RESIDENTIAL AND VOLUSIA COUNTY'S R-3, URBAN SINGLE FAMILY, TO CITY'S PD, PLANNED DEVELOPMENT, ON PROPERTY LOCATED AT THE NORTHEAST CORNER OF WOODLAND BOULEVARD AND ORANGE CAMP ROAD; APPROVING A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY ± 68.66 ACRES OF PROPERTY; MAKING FINDINGS OF CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN FOR THE CITY OF DELAND; DIRECTING CHANGE IN THE COMPREHENSIVE ZONING MAP; CONDITIONING FINAL DEVELOPMENT APPROVAL ON A DETERMINATION OF CONCURRENCY; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Applicant, Mark Watts, Cobb & Cole, (hereinafter referred to as "Applicant"), is the authorized agent of the owner of ± 68.66 acres of land located at the Northeast corner of Woodland Boulevard and Orange Camp 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, the Applicant has applied for a change of zoning from the present zoning classification of City's R-1A, Single Family Residential and Volusia County's R-3, Urban Single Family to City's 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, the Applicant has submitted an application for the approval of a development plan in order to redevelop the property for site improvements 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 Low Density Residential land use designation.

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 City's R-1A, Single Family Residential and Volusia County's R-3, Urban Single Family to City's PD, Planned Development District, on the property located at the northeast corner of Woodland Boulevard and Orange Camp Road.

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 the DeLand Country Club Residential 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 Agreement, 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 DeLand Country Club Residential PD, Planned Development District, 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 site plan approval within five years from the date of adoption of this Ordinance.

Section 9. Prior to the issuance of a building permit, 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, 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 18th day of November, 2013.



Robert F. Appar
Mayor - Commissioner

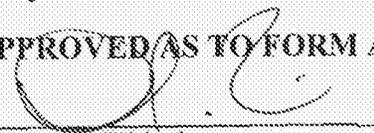


ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: October 21, 2013
Adopted on second reading: November 18, 2013

APPROVED AS TO FORM AND LEGALITY:



Darren J. Elkind
City Attorney

EXHIBIT A

Rezoning # 1A:

A parcel of land lying in the South $\frac{1}{2}$ of Section 28, Township 17 South, Range 30 East, Volusia County, Florida, being more particularly described as follows:

Commencing at the South $\frac{1}{4}$ corner of Section 28, Township 17 South, Range 30 East, Volusia County, Florida; Thence run North $01^{\circ}01'29''$ West, along the North South Center Section line of said Section 28, a distance of 25.00 feet, to a point on the North right-of-way line of Orange Camp Road (as maintained); Thence, leaving said North South Center Section line, run South $89^{\circ}26'30''$ West, along the said North right-of-way line, a distance of 103.44 feet; Thence leaving said North right-of-way line, run North $01^{\circ}06'36''$ West, a distance of 221.27 feet; Thence run South $89^{\circ}02'42''$ East, a distance of 675.16 feet to the Point of Beginning, said point also being on a curve concave Southwesterly and having a radius of 5252.02 feet, a chord bearing of North $05^{\circ}58'05''$ West and a chord distance of 306.09 feet; Thence run Northwesterly along the arc of said curve through a central angle of $03^{\circ}20'23''$ for an arc distance of 306.13 feet, to a point of compound curvature of a curve concave Southwesterly and having a radius of 5252.29 feet, a chord bearing of North $10^{\circ}37'16''$ West and a chord distance of 546.73 feet; Thence run Northwesterly along the arc of said curve through a central angle of $05^{\circ}58'01''$ for an arc distance of 546.98 feet; Thence run North $03^{\circ}19'15''$ West, a distance of 346.46 feet; Thence run North $69^{\circ}25'13''$ East, a distance of 20.15 feet, to the Southwest corner of Lot 13, DELAND COUNTRY CLUB SUBDIVISION, according to the map or plat thereof as recorded in Map Book 7, Page 122, of the Public Records of Volusia County, Florida; Thence run South $13^{\circ}12'35''$ East, a distance of 16.60 feet; Thence run North $69^{\circ}25'13''$ East, a distance of 56.50 feet; Thence run North $88^{\circ}26'49''$ East, a distance of 46.28 feet; Thence run North $69^{\circ}09'01''$ East, a distance of 8.64 feet; Thence run North $84^{\circ}29'02''$ East, a distance of 59.62 feet; Thence run North $69^{\circ}25'13''$ East, a distance of 75.36 feet; Thence run North $21^{\circ}44'47''$ West, a distance of 275.05 feet; Thence run South $69^{\circ}25'13''$ West, a distance of 32.02 feet, to the Southeast corner of Lot 10 of said DELAND COUNTRY CLUB SUBDIVISION; Thence run North $21^{\circ}44'47''$ West, along the East line of Lots 8 through 10 of said DELAND COUNTRY CLUB SUBDIVISION, a distance of 210.04 feet, Thence, leaving said East line, run North $69^{\circ}25'13''$ East, a distance of 30.01 feet; Thence run North $21^{\circ}44'47''$ West, a distance of 121.82 feet; Thence run North $21^{\circ}44'47''$ West, a distance of 121.82 feet; Thence run North $05^{\circ}44'47''$ West, a distance of 308.18 feet; Thence run North $89^{\circ}55'01''$ West, a distance of 30.16 feet, to the Northeast corner of Lot 1 of said DELAND COUNTRY CLUB SUBDIVISION, Thence run North $05^{\circ}44'47''$ West, a distance of 162.00 feet, to the Southerly right-of-way line on Kincaid Avenue; Thence, along the said South right-of-way line, run South $89^{\circ}54'27''$ East, a distance of 730.22 feet, to the point of curvature of a curve having a radius of 20.00 feet, a chord bearing of South $45^{\circ}21'52''$ East and a chord distance of 28.06 feet; Thence run Southeasterly along the arc of said curve through a central angle of $89^{\circ}05'10''$ for an arc distance of 31.10 feet, to the point of tangency, said point also being on the West right-of-way line of Whitemarsh Drive; Thence run South $00^{\circ}49'18''$ East, along the said West right-of-way line, a distance of 646.83 feet, to the intersection with the South right-of-way line of Strafford Drive; Thence run North $89^{\circ}55'04''$ East, along the said South right-of-way line, a distance of 640.32 feet, to the point of curvature of a curve having a radius of 20.00 feet, a chord bearing of South $45^{\circ}33'13''$ East and a chord distance of 28.05 feet; Thence run Southeasterly along the arc of said curve through a central

angle of 89°03'26" for an arc distance of 31.09 feet, to the point of tangency, said point also being on the West right-of-way line of Royal Road; Thence run South 01°01'30" East, along the said West right-of-way line, a distance of 1609.40 feet; Thence run South 89°26'52" West, a distance of 297.12 feet; Thence run North 00°56'32" West, a distance of 38.71 feet; Thence run North 89°26'52" East, a distance of 208.71 feet; Thence run North 89°42'02" West, a distance of 752.05 feet, to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING PARCEL:

A parcel of land lying in the Southeast ¼ of the Northwest ¼ of the Southeast 1/4 of Section 28, Township 17 South, Range 30 East, Volusia County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of the Southeast ¼ of the Northwest ¼ of the Southeast ¼ of Section 28, Township 17 South, Range 30 East, Volusia County, Florida; Thence run South 39°43'15" West, a distance of 397.85 feet, to the Point of Beginning; Thence run South 39°51'09" East, a distance of 150.00 feet; Thence run North 50°08'51" West, a distance of 75.00 feet; Thence run North 39°51'09" West, a distance of 150.00 feet; Thence run South 50°08'51" East, a distance of 75.00 feet, to the Point of Beginning.

Said lands containing 57.95 acres more or less.

Rezoning # 1B:

Range 30 East, Volusia County, Florida, and COUNTRY CLUB TERRACE, according to the map or plat thereof as recorded in Map Book 6, Page 176, of the Public Records of Volusia County, Florida, being more particularly described as follows:

Beginning at the Southwest corner of Lot 4, Block "A", COUNTRY CLUB TERRACE, according to the map or plat thereof as recorded in Map Book 6, Page 176, of the Public Records of Volusia County, Florida; Thence run North 89°36'54" East along the South line of said Block "A", a distance of 406.60 feet, to the Southeast corner of Lot 11, Block "A", of said COUNTRY CLUB TERRACE; Thence leaving said COUNTRY CLUB TERRACE, run South 45°55'43" East, a distance of 175.92 feet, a point on a curve concave Northeasterly and having a radius of 1570.00 feet, a chord bearing of North 18°20'46" West and a chord distance of 194.26 feet; Thence run Northwesterly along the arc of said curve through a central angle of 06°28'28" for an arc distance of 194.36 feet, to a point; Thence run South 21°35'00" West, a distance of 118.69 feet; Thence run North 73°57'02" West, a distance of 151.16 feet, to a point on the Westerly right-of-way line of Country Club Road as shown on the plat of DELAND COUNTRY CLUB SUBDIVISION, according to the map or plat thereof as recorded in Map Book 7, Page 122, of the Public Records of Volusia County, Florida; Thence run 21°46'47" West, a distance of 123.71 feet, to a point being a point on a curve concave Northeasterly and having a radius of 1570.00 feet, a chord bearing of North 09°33'12" West and a chord distance of 217.39 feet; Thence run Northwesterly along the arc of said curve through a central angle of 07°56'23" for an arc distance of 217.56 feet, to a point; Thence run North 05°35'00" West, a distance of 146.68 feet; Thence run North 25°12'14" West a distance of 190.62 feet to the Southerly right-of-way line of Kincaid Avenue (20' right-of-way per DELAND COUNTRY CLUB SUBDIVISION, according to the map or plat thereof as recorded in Map Book 7, Page 103, of the Public Records of Volusia County, Florida); Thence run North 56°11'10" West, a distance of 110.30 feet; Thence run North 69°32'45" West, a distance of 95.87 feet; Thence run South 10°51'38" East, a distance of 175.27 feet; Thence run South 14°24'17" West, a distance of 82.41 feet; Thence run South 52°07'34" West, a distance of 49.64 feet; Thence run South 14°24'17" West, a distance of 49.10

feet; to the Northeast corner of Lot 10, Block "A", COUNTRY CLUB TERRACE, according to the map or plat thereof as recorded in Map Book 6, Page 176, of the Public Records of Volusia County, Florida, said point also being a point on the South right-of-way line of Country Club Road as show on the said plat of COUNTRY CLUB TERRACE; Thence run South 89°38'38" West, along the said South right-of-way line and being the North line of Lots 1, 2, and 5 through 10, Block "A" of said COUNTRY CLUB TERRACE, a distance of 406.73 feet, to a point on the aforementioned East right of Golf Club Drive; Thence leaving said North line of Lots 1, 2, and 5 through 10, Block "A", run South 00°03'01" East, along the aforementioned East right-of-way line of Golf Club Drive (as maintained), a distance of 274.52 feet, to the Point of Beginning. Said lands containing 6.77 acres more or less.

Rezoning # 2

A parcel of land lying in the South ½ of Section 28, Township 17 South, Range 30 East, Volusia County, Florida, being more particularly described as follows:

Commencing at the South ¼ corner of Section 28, Township 17 South, Range 30 East, Volusia County, Florida; Thence run North 01°01'29" West, along the North South Center Section line of said Section 28, a distance of 25.00 feet, to a point on the North right-of-way line of Orange Camp Road (as maintained); Thence, leaving said North South Center Section line, run North 89°26'30" East, along the said North right-of-way line, a distance of 578.90 feet, to the Point of Beginning; Thence continue along the said North right-of-way line, run North 89°26'30" East,, a distance of 743.68 feet; Thence, leaving the said North right-of-way line, run North 00°56'32" West, a distance of 183.71 feet; Thence run North 89°02'42" West, a distance of 752.05 feet to a point being on a curve concave Westerly and having a radius of 5252.29 feet, a chord bearing of South 03°11'14" East and a chord distance of 203.70 feet; Thence run Southeasterly along the arc of said curve through a central angle of 02°13'20" for an arc distance of 203.72 feet, to the Point of Beginning.

Said lands containing 3.32 acres more or less.

Rezoning # 7:

A parcel of land lying in the Northwest ¼ of Northwest ¼ of Southeast ¼ of Section 28, Township 17 South, Range 30 East, Volusia County, Florida; being more particularly described as follows:

Beginning at the Northeast corner of Lot 1, DELAND COUNTRY CLUB SUBDIVISION according to the map or plat thereof as recorded in Map Book 7, Page 122, of the Public Records of Volusia County, Florida; Thence run North 05°44'47" West, along a line being the same line as described in Official Records Book 3837, Pages 4913 through 4915, a distance of 162.00 feet, to the Southerly right-of-way line on Kincaid Avenue; Thence, along the said South right-of-way line the following (2) two courses run North 89°54'27" West, a distance of 167.82 feet, run North 56°11'10" West, a distance of 25.98 feet, to the East right-of-way line of Country Club Road as shown on aforesaid Plat of DELAND COUNTRY CLUB SUBDIVISION; Thence run South 02°12'14" East, along the said East right-of-way line, a distance of 132.44 feet; Thence run South 77°44'25" East, a distance of 205.22 feet, to the Point of Beginning.

Said lands containing 0.62 acres more or less.

EXHIBIT B

1 PLANNED DEVELOPMENT AGREEMENT

2 IN THE CITY COMMISSION OF THE

3 CITY OF DELAND, FLORIDA

4 IN RE: (Case #2013-____), Application of

5 TAILWINDS DELAND CC, LLC

6 ORDINANCE # 2013-17

7 ORDER AND RESOLUTION

8

9 GRANTING A REQUEST FOR CHANGE OF ZONING FROM R-1A and R-3 (Volusia County)

10 TO THE GREENS AT COUNTRY CLUB RESIDENTIAL PD (PLANNED DEVELOPMENT).

11 The application of TAILWINDS DELAND CC, LLC, a Florida limited liability company, by
12 and through its counsel and authorized agent, Cobb Cole, P.A., hereinafter "Applicant", for rezoning
13 was heard by and before the City Commission, DeLand Florida, on November 18, 2013. Based upon
14 the verified Application and other supporting documents, maps, charts, overlays, other evidence and
15 instruments; the advice, report, and recommendations of the Community Development Department,
16 and other Departments and agencies of DeLand, Florida; and the testimony adduced and evidence
17 received at the Public Hearing on this Application by the Planning Board on September 18, 2013,
18 and otherwise being fully advised, the City Commission does hereby find and determine as follows:

19 GENERAL FINDINGS

20 A. That the application of TAILWINDS DELAND CC, LLC was duly and properly filed
21 herein on MAY 17, 2013 as required by law.

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

1 C. That the applicant is the CONTRACT PURCHASER of +/-69 acres of contiguous
2 parcels of land which is situated in DeLand, Florida. These parcels of land are described more
3 particularly in the survey and legal description, a true copy of which is attached hereto as Exhibit
4 "A".

5 D. That the Applicant has complied with the concept plan provision as required by Land
6 Development Regulations Ordinance No. 2013-11, as amended.

7 E. That the Applicant has complied with the "Due Public Notice" requirements of the
8 City Commission, Land Development Regulations Ordinance No. 2013-11, as amended.

9 F. That the owner of the property, DELAND GOLF COURSE, INC., agrees with the
10 provisions of the Development Agreement.

11 FINDINGS REGARDING REZONING

12 A. That the Applicant has applied for a change of zoning from the present zoning
13 classification(s) of the parcel described in Exhibit "A" from R-1A and R-3 (Volusia County) to The
14 Greens at Country Club Residential PD (Planned Development).

15 B. That the said rezoning to a PD is consistent with the City of DeLand Comprehensive
16 Plan Ordinance No. 1990-04, as amended, and the intent and purpose of the City of DeLand Land
17 Development Regulations Ordinance No. 2013-11, as amended, the DeLand 2050 plan, and does
18 promote the public health, safety, morals, general welfare and orderly growth of the area affected by
19 the rezoning request.

20 NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY OF DELAND,
21 FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE CITY COMMISSION
22 CHAMBERS, 120 SOUTH FLORIDA AVENUE, DELAND, FLORIDA, THIS 18th DAY OF
23 NOVEMBER, A.D., 2013, AS FOLLOWS:

1 A. That the Application of TAILWINDS DELAND CC, LLC for the rezoning of the
2 subject parcel is hereby granted.

3 B. That the zoning classification of the subject parcel described in Exhibit "A" attached
4 hereto is hereby amended from R-1A and R-3 (Volusia County) to The Greens at Country Club
5 Residential PD as described in Article VII of the City of DeLand, Land Development Regulations
6 Ordinance No. 2013-11, as amended.

7 C. That the Official Zoning Map of the City of DeLand, is hereby amended to show the
8 rezoning of said parcel to THE GREENS AT COUNTRY CLUB RESIDENTIAL PD.

9 D. That the City of DeLand Land Development Regulations Ordinance No. 2013-11, as
10 amended, is consistent with the provisions of the "Development Agreement" as hereinafter set forth
11 in this Ordinance and with respect to any conflict between Land Development Regulations
12 Ordinance No. 2013-11, as amended, and the "Development Agreement", the provisions of the
13 "Development Agreement" shall govern. Ordinance No. 2013-11, as amended, shall govern with
14 respect to any matter not covered by the "Development Agreement." The City of DeLand, will
15 ensure overall compliance with this Ordinance.

16 E. Unless otherwise provided for herein, the City of DeLand, Land Development
17 Regulations Ordinance No. 2013-11, as amended, shall apply to the PD in the same manner as the
18 zoning classifications as set forth in Section E.1. below.

19 F. Nothing in this Ordinance shall abridge the requirements of any City of DeLand
20 Ordinance other than Ordinance 2013-11, as amended. Timing and review procedures contained in
21 this Order and Resolution may be modified to comply with the City of DeLand Land Development
22 Regulations, Ordinance No. 2013-11, as amended. Further, nothing in the Development Agreement
23 is intended to abridge the requirements of Ordinance No. 2013-11, as amended, and any other City

1 Ordinances.

2 DEVELOPMENT AGREEMENT

3 **A. Development Concept.** The property shall be developed as a Residential Planned
4 Development (RPD) substantially in accordance with the RPD Plan which is defined below. As
5 envisioned by the DeLand 2050 Plan, the property will be developed as part of the South Woodland
6 Boulevard/Orange Camp Road Activity Center. The mix of uses within the property shall include
7 multiple types of single family residential, related amenities and accessory uses. The development of
8 the property shall be integrated into and shall share coordinated infrastructure with the adjacent
9 Country Club Crossing PD (CPD) being processed concurrently for the property immediately to the
10 west, at the northeast corner of Orange Camp Road and South Woodland Boulevard. The overall
11 intent of the RPD shall be to provide a compact, pedestrian friendly neighborhood adjacent to the
12 CPD and designed to encourage the development of a compatible, walkable redevelopment of the
13 former DeLand Country Club property. The RPD Plan shall govern the development of the property
14 as a PD and shall regulate the future use of this parcel. Unless otherwise provided herein, all
15 definitions, development standards or dimensional criteria shall be as set forth in the City of DeLand
16 Land Development Regulations, Ordinance No. 2013-11, as amended.

17 1. Planned Development Plan. The Residential Planned Development Plan
18 ("RPD Plan") shall consist of the Development Plan Map/RPD Zoning Plan prepared by Steven
19 Stuebs with the AVID Group, and dated October 28, 2013 and this development agreement. The
20 Development Plan Map/RPD Zoning Plan is hereby approved and incorporated herein by reference
21 as Exhibit "B".

22 2. Amendments. All amendments of the RPD Plan, other than those deemed by
23 the Planning Department to be minor amendments as set out in Ordinance No. 2013-11, as amended,

1 shall require the review and recommendation of the Planning Board and action by the City
2 Commission in the same manner as a rezoning of the parcel. See Section M for additional detail.

3 3. Subdivision Plan Approval. After the RPD Plan is recorded, and prior to any
4 construction, including clearing and landfill, an application for a preliminary and final plat of the
5 area to be subdivided shall be submitted for review and approval in the manner required by Article
6 13 of the City of DeLand Land Development Regulations, Ordinance No. 2013-11, as amended.
7 Notwithstanding the previous sentence, the development of no fewer than twelve (12) model homes
8 (three for each of the four product types) as well as the infrastructure necessary to support said
9 homes, said infrastructure including but not limited to roads for access and utilities to service the
10 homes, shall be permitted prior to the approval/recording of the final plat of the area to be
11 subdivided.

12 4. Final Site Plan Approval. For development activity that requires site plan
13 review and approval in addition to subdivision, a Final Site Plan shall be prepared and submitted for
14 review and approval in the manner required by Article 12 of the City of DeLand, Land Development
15 Regulations Ordinance No. 2013-11, as amended prior to any construction, including clearing and
16 mass grading.

17 **B. Unified Ownership.** The Applicant or its successors shall maintain unified
18 ownership of the subject parcel until after recording of the Final Plat required by paragraph 3, above.

19 **C. Phases of Development.** The project shall consist of multiple phases, generally
20 depicted on the RPD Plan as Residential Areas A, B and C (see Exhibit "B"). The timing of the
21 phases shall be based on market demand and nothing shall prevent the concurrent development of
22 any combination of these phases.

23 **D. Land Uses Within the RPD.** The development of the parcel shall be consistent with

1 the uses prescribed for each area within the RPD Plan. The location and size of said land use areas
2 are shown on the Development Plan Map, Exhibit "B". The following land uses shall be allowed as
3 permitted principal uses and structures along with their customary accessory uses and structures:

4 1. Area A and Area B: Standard Single Family Residential Area/Custom
5 Single Family Residential Area:

6
7 Residential Areas A and B, as illustrated on the RPD Plan, shall be developed
8 with lots that are at least 75 feet wide. The uses permitted in Residential
9 Areas A and B are those which are presently associated with the R-1A zoning
10 classification, as identified in Table [REDACTED] of the DeLand Land
11 Development Regulations, as amended. Nothing contained herein shall
12 preclude additional restrictions on use being imposed by a Homeowners
13 Association or Property Owners Association. Specifically, the uses permitted
14 for Residential Areas A and B are:

- 15 a) Single Family Dwellings, not including mobile homes
16
17 b) Bed and Breakfast Homestay, as an accessory use to the Single
18 Family Dwelling (See Section 33-27.03 of the DeLand Land
19 Development Regulations
20
21 c) Family day care home
22
23 d) Mini and Neighborhood Parks
24
25 e) Community Residential Homes, single family (as a Conditional
26 Use - See Section 33-19 of the DeLand Land Development
27 Regulations)
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29 f) Accessory Dwelling Units
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31 g) Community and Regional Parks
32
33 h) Community Gardens
34
35 i) Private Parks

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j) Home Occupations when conducted in accordance with Section 33-27.01 of the DeLand Land Development Regulations

2. Area C: Mixed Residential Area:

Residential Area C, as illustrated on the RPD Plan, shall be developed with lots that measure 50 feet wide. 10% of the lots developed in Area C may be reduced to a width of 47.5 feet, measured at the building line. Nothing contained herein shall preclude additional restrictions on use being imposed by a Homeowners Association or a Property Owners Association. The uses permitted for Residential Area C are:

- a) Single Family Dwellings, not including mobile homes
- b) Bed and Breakfast Homestay, as an accessory use to the Single Family Dwelling (See Section 33-27.03 of the DeLand Land Development Regulations)
- c) Family day care home
- d) Mini and Neighborhood Parks
- e) Community and Regional Parks
- f) Community Gardens
- g) Private Parks
- h) Home Occupations when conducted in accordance with Section 33-27.01 of the DeLand Land Development Regulations

E. 1. Development Standards.

- a. Area A and Area B: Standard Single Family Residential Area/Custom Single Family Residential Area.

1 Development standards for Area A and Area B shall be as set forth
2 for the R-1A zoning classification in the DeLand Land Development
3 Regulations Ordinance No. 2013-11, as amended, except as
4 specifically modified herein. Areas A and B are intended to serve as
5 a buffer and transition between the existing, developed residential
6 neighborhoods to the north and east of the project and the Mixed
7 Residential Area proposed for Area C.

- | | | |
|----|------------------------------------|---------------------------|
| 8 | 1. Minimum Lot Area | 9,000 sq feet |
| 9 | 2. Minimum Lot Width and Depth | 75 ft x 120 feet |
| 10 | 3. Minimum Yard Size | |
| 11 | a. Front Yard Setback | 30 feet |
| 12 | b. Rear Yard Setback | 25 feet |
| 13 | c. Side Yard Setback | 12.5 feet |
| 14 | 4. Accessory Structure Setback | 5 feet from rear lot line |
| 15 | 5. Minimum Floor Area | 1,400 sq feet or 900 sq |
| 16 | | feet for ground floor of |
| 17 | | two story building |
| 18 | | |
| 19 | 6. Maximum Lot Coverage | 40 percent |
| 20 | 7. Maximum Building Height | 35 feet |
| 21 | 8. Minimum Building Separation | 10 feet |
| 22 | 9. Off Street Parking Requirements | 4 spaces per home, |
| 23 | | Sidewalks shall remain |
| 24 | | unobstructed by parked |
| 25 | | vehicles |
| 26 | | |
| 27 | 10. Signage | Per LDRs |
| 28 | | |
| 29 | 11. Rear Yard Screening | Any residential lot in |

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Area A or Area B that is directly adjacent to the 30 foot tree protection area buffering the border of the project and the existing residential shall erect and maintain a PVC fence no less than 6 feet tall on the rear lot line. No such fence is required in Area A and Area B where the 30 foot tree protection area buffering the boarder is located adjacent to a stormwater retention tract.

b. Area C: Mixed Residential Area.

Area C shall consist of 50 foot wide single family residential lots. However, ten percent of the lots developed within Area C may be reduced to a width of 47.5 feet, measured at the building line. Development standards for Area C shall be as generally set forth for the R-1 zoning classification in the DeLand Land Development Regulations Ordinance No. 2013-11, as amended, except as specifically modified herein. The development standards for the lot types shall be as set forth below:

50 Foot Single Family Lots

Lots fronting on a curve must have a minimum 40 foot width as measured from the front building setback line (which is 20

1 feet from the street). Corner lots must be 15% greater in
2 width and area than the minimum requirement for interior
3 lots. Lots fronting on a cul-de-sac must have a minimum 25
4 foot lot width at the street line and must meet the minimum
5 lot width at the building setback line.

- 6
- 7 1. Minimum Lot Area 5,500 square feet
- 8
- 9 2. Minimum Lot Width/Depth 50 feet x 110 feet*
- 10 *10% of lots developed within Area C may have a
- 11 reduced width of 47.5 feet measured at building line
- 12
- 13
- 14 3. Minimum Yard Size
- 15
- 16 a. Front Yard 20 feet
- 17
- 18 b. Rear Yard 20 feet
- 19
- 20 c. Side Yard 5 feet, 10 feet corner
- 21
- 22 4. Accessory Structure Setback 5 feet from rear lot
- 23 line
- 24
- 25 5. Minimum Floor Area 1,000 square feet
- 26
- 27 6. Maximum Lot Coverage 65 percent
- 28
- 29 7. Maximum Building Height 35 feet
- 30
- 31 8. Minimum Building Separation 10 feet
- 32
- 33 9. Off Street Parking Requirements 4 spaces per home,
- 34 Sidewalks shall
- 35 remain unobstructed
- 36 by parked vehicles
- 37
- 38 10. Signage Per LDRs
- 39

40 2. Buffering.

1 Exhibit "B" identifies the location of a 30 foot wide and a 40 foot wide tree
2 protection area along the exterior boundary of the project. Exhibit "B" also illustrates a cross
3 section for these areas. The 30 foot wide tree protection area provides for one canopy tree
4 and one understory tree alternating every 40 feet on center with Florida Friendly ground
5 cover. The 40 foot wide tree protection area provides for one canopy tree and one understory
6 tree alternating every 40 feet on center, and a 2.5 foot tall hedge at 33 feet on center abutting
7 parking.

8 Exhibit "B" also provides for a transitional buffer between the residential development and
9 the commercial development. In addition to the rear lot screenage provided for Area C, a
10 20 foot buffer at a 4:1 slope will provide ground cover, a mid step for canopy trees located
11 every 40 feet on center, and an upper step for understory trees offset every 40 feet on center.
12 Clustering of planted materials shall be permitted within the buffers should an "on center"
13 scheme be impractical or impossible in certain instances.

14 **F. Environmental Considerations.**

15 1. The development shall comply with the requirements for preservation of
16 environmental resources as set forth in the Land Development Regulations Ordinance
17 No 2013-11, as amended. The development has been laid out in a manner to best
18 accommodate the existing topography and drainage. However, the actual location
19 and layout of the developed areas within the RPD property shall be determined
20 during subdivision review.

21 2. Tree Protection Areas are identified in Exhibit "B" and this development,
22 along with the commercial project being developed to the west, shall satisfy the
23 requirement to preserve at least 15% of the total project area within the Tree

1 Protection Areas. Of the required 15%, approximately 2.5% will be located in the
2 adjacent commercial development and approximately 12.5% will be located within
3 this residential development. The Tree Protection Areas located within this
4 residential development are located so that they will not be included within any of the
5 individual residential lots and will therefore remain under the control and
6 maintenance of the Homeowners Association(s) servicing the residential
7 developments. In the event that passive pathways or other limited amenities are
8 provided with the Tree Protection Area with the approval of City Staff during
9 subdivision, it is understood that said pathways shall not count toward the total Tree
10 Protection Area calculations. Gaps of sufficient width shall be provided through the
11 Tree Protection Areas to allow for access between public rights of way and the
12 various stormwater retention areas in order to service and maintain said areas.
13 Clearance of underbrush with the Tree Protection Areas shall be permitted as
14 necessary to protect the public health, safety and welfare.

15 3. The large Tree Protection Area located at the northwest corner of the Property
16 was designed to provide additional buffering for adjacent property owners and this
17 Agreement contemplates the transfer of said Tree Protection Area in fee to a third
18 party following the platting of the Property. The Homeowners Association(s)
19 servicing the residential developments shall be obligated to maintain this Tree
20 Protection Area in the event that the third party fails to do so. Such obligation shall
21 subject the real and personal property belonging to said Homeowners Association(s)
22 to claims by the City of DeLand in the same fashion that such claims would relate to
23 the real and personal property of the owner of the said Tree Protection Area.

1 4. For the development of this project and the adjacent commercial project,
2 Laurel Oaks shall not be considered, for the purpose of calculating tree replacement
3 and preservation, as specimen or historic trees.

4 5. Any portion of the property within this project which undergoes
5 environmental remediation shall be covered with grass, whether by sodding or
6 seeding, or planted with trees of a type and density approved by the Planning Director
7 for the City, no later than six months after completion of said remediation. However,
8 any portion of the property remediated for which a plat has been approved and
9 development in accordance with the said plat has commenced within said six month
10 period need not be grassed or planted with trees.

11 **G. Neighborhood Parks.** Neighborhood Parks shall be provided to service the residents
12 within all three residential areas such that all residential lots will be within reasonable walking
13 distance to a Neighborhood Park. As provided in Exhibit "B", the Neighborhood Parks are proposed
14 to be located in such a manner so as to feature a historic tree located outside the boundary of the Tree
15 Protection Areas. These Neighborhood Parks will not be included in the Tree Protection Area
16 calculations as these parks are intended to be used for passive recreational use. The Neighborhood
17 Park shall include limited parking along the street frontage to accommodate residents and their
18 guests. Bicycle parking shall also be provided. The final location of the Neighborhood Parks will be
19 determined by the Developer and the City during preliminary plat approval for the Residential Areas
20 in order to accommodate any necessary grade changes and to identify the trees to be used as the focal
21 points for the parks. At final plat, the Developer may choose to include additional amenities
22 servicing the parks, including gardens, playgrounds/play areas, walkways, fountains, benches,
23 pavilions, gazebos and the like. Activity-based facilities, such as basketball/tennis/volleyball courts

1 may be permitted in the Neighborhood Parks. The Neighborhood Parks provided shall provide full
2 mitigation of the impacts of the development in accordance with Section 16(A)-88(a)(5) of the Code
3 of Ordinances of the City of DeLand.

4 **H. Sewage Disposal, Potable Water and Reclaimed Water.** Provision for sewage
5 disposal and potable water needs of the RPD will be provided in accordance with the Comprehensive
6 Plan, Ordinance No. 2013-11, as amended, the Land Development Regulations Ordinance No. 2013-
7 11, as amended, and State of Florida Administrative Code 64E-6. Reclaimed water will be provided
8 as the sole source of irrigation water in the RPD. Irrigation wells, individual or otherwise, shall not
9 be permitted in the RPD.

10 **I. Stormwater Drainage.** Provision for stormwater retention shall be in accordance
11 with the Land Development Regulations Ordinance No. 2013-11, as amended. Wherever practical,
12 mitigation of historic flooding conditions and drainage problems shall be addressed by the
13 Developer.

14 **J. Access and Transportation System Improvements.** All access and transportation
15 system improvements shall be provided in accordance with the Land Development Regulations,
16 Ordinance No. 2013-11, as amended. Where appropriate, permitting will be required by Volusia
17 County and the Florida Department of Transportation ("FDOT"). The parcel shall be developed in
18 substantial accordance with the following access and transportation system improvements:

19 1. Planned Access Points.

20 a. *Orange Camp Road* - One access point is proposed to connect to
21 Orange Camp Road, which is a Volusia County facility. A full access connection will align with the
22 main entrance to the Wellington Woods subdivision.

23 b. *CPD Access Point* - A secondary point of access will also be provided

1 to the west through the adjacent CPD to Woodland Boulevard. This east-west roadway shall be
2 developed in phase one of the CPD and shall align between the main spine road for the RPD and the
3 median opening on US 17-92 in a linear fashion (with minimal horizontal curvature). Construction
4 of this east-west roadway must precede or be concurrent with the first phase of the residential
5 development.

6 c. *Custom Home Neighborhood Area B Access* - Area B has been
7 designed to accommodate custom-built home sites, with access provided via Country Club Drive.
8 The developer of Area B shall install a privately maintained gate for Area B, said gate and the new
9 right-of-way access off of Country Club Drive servicing Area B shall be maintained by the
10 Homeowners Association formed for Area B as a private right-of-way. Emergency access shall be
11 provided at the terminus of the cul-de-sac.

12 2. Transportation System Improvements. Transportation System Improvements
13 will be provided as required by the permitting agencies. Furthermore, all cul-de-sacs shall be
14 designed and approved in accordance with the City's procedures for platting and construction
15 permitting. Nothing herein shall be deemed to allow the developer to build the cul-de-sacs in the
16 exact configuration shown on the Development Plan Map/RPD Zoning Plan attached hereto as
17 Exhibit "B". The developer acknowledges that final layout of the cul-de-sacs may be changed
18 significantly to accommodate public safety and other transportation related concerns of the City.

19 3. On-Street Parking. Streets will generally, but not uniformly, provide on-street
20 parking. Parallel parking may be permitted on all streets, provided through access is maintained.
21 Additional visitor parking areas may be provided as permitted by roadway design and available right-
22 of-way. On-street parking shall not interfere with the safe flow of traffic through the residential
23 neighborhoods.

1 4. Sidewalks and Trails.

2
3 a. The neighborhoods in Areas A, B and C shall have sidewalks installed on
4 each side of the street, built to the standards required by the City. Street trees and furniture
5 may be provided to accommodate pedestrians but shall comply with the requirements of the
6 City to ensure safe passage of pedestrians and vehicles on the right-of-way. The location of
7 the sidewalks within the development shall be reviewed during the processing of subdivision
8 plans and platting. All pedestrian approaches at intersections and crossing areas shall be
9 handicap/ADA compliant. Pedestrian access via sidewalk shall connect this residential
10 project with the commercial development to the west.

11 b. A pedestrian, bike and golf cart access path shall service Areas A, B and C
12 as illustrated on Exhibit "B". Said path shall also connect to Stratford Drive in order to
13 provide access to the existing residential neighborhoods and the proposed commercial
14 development to the west.

15 5. Street Lighting. Lighting standards for the residential development shall be
16 established to meet the City's minimum standards for distance between lighting standards and the
17 amount of light emitted. Detailed street lighting plan will be submitted as part of the platting process.
18 The street lights servicing the various neighborhoods shall be paid and maintained by the
19 Homeowner(s) Association servicing the neighborhoods.

20 6. Street Furnishings. Benches, trash receptacles, and other street furnishings
21 may be provided throughout the RPD and will be maintained by a homeowner's association.

22 7. Traffic Calming. "Traffic Calming" is a term used to describe the slowing of
23 vehicular speeds and in some cases, the reduction in traffic volume along certain streets. Speed may
24 be controlled or influenced by a number of measures. The following traffic calming methods may be

1 incorporated in the community where needed, but this list is illustrative only and other devices not
2 listed but recognized to accomplish the same purpose may also be employed:

- 3 • bump outs
- 4 • change in street surface texture or material
- 5 • clear signage
- 6 • on-street parking
- 7 • optical street width reduction such as street trees, median plantings,
8 paving patterns, street lights and street furniture
- 9 • roundabouts
- 10 • stop signs

11 In addition to providing traffic calming within the community, several of these devices also
12 are intended to reduce the distance necessary for pedestrian crossings and to enhance the
13 attractiveness of walking. All such devices must be engineered and constructed to allow the efficient
14 utilization of the same by emergency vehicles. In instances where a narrowing of the traffic lane(s)
15 is provided to slow traffic and/or accommodate a pedestrian crosswalk, the traffic lanes shall be no
16 narrower than 10 feet per lane. No on-street parking shall be permitted where the lanes are so
17 reduced. Any provision hereof notwithstanding, the City of DeLand may require traffic lanes to be
18 no narrower than 12 feet per lane if the Fire Marshall or City Engineer determine that 12 foot travel
19 lanes are necessary to ensure public safety.

20 8. Street Trees. Trees may be installed adjacent to all neighborhood streets as
21 neighborhoods are developed. The selection of tree species will coincide with the native tree types
22 used on DeLand streets generally and will be designed to replace those that are lost in the
23 development process. Palm trees may be used but should generally be concentrated in groupings and

1 used as decorative accents in the landscape. Any street trees which are installed shall remain the
2 responsibility of the HOA. In no event shall the City of DeLand be required to maintain the street
3 trees if installed.

4 9. Transit Service. Access to transit services will be provided through the
5 adjacent CPD property.

6 10. Golf Carts. It is the intention of the developer to request that the City
7 Commission designate the streets within this RPD for golf cart operation, in accordance with
8 Ordinance 28-11, of the DeLand Code of Ordinances. This RPD has and will be designed to
9 accommodate such a designation by the City Commission with the intent to allow the residents of
10 this RPD to travel by golf cart to the commercial development located immediately to the west. Golf
11 carts shall not be operated on or beyond any point west of the access aisle running along the eastern
12 boundary of the outparcels fronting US 17-92.

13 11. Bicycle Parking. To facilitate the lessening of car-related congestion and to
14 promote the use of alternative modes of transportation, to provide for general health and fitness and
15 to promote air quality and reduce pollution, the accommodation of bicycle commuting is required
16 through the provision of adequate and safe facilities for the storage of bicycles in accordance with
17 City standards.

18 12. Maintenance. The Homeowners Association(s) servicing this project shall be
19 and remain responsible for the maintenance of all trails and sidewalks located on private property,
20 and all median landscaping, street trees, street furniture and street lighting.

21 **K. Internal Roadways.** The final internal roadway network will be determined through
22 the subdivision process required by paragraph A(3), above. A general layout of the street system
23 connection points are shown on the Development Plan Map, but is subject to revision during the

1 subdivision approval process to account for topography, drainage, remediation, environmental
2 resources or other considerations. General standards for construction of the internal road network
3 shall conform with the requirements of Section 33-90, City of DeLand Land Development
4 Regulations Ordinance No. 2013-11, as amended. Temporary cul-de-sacs that exceed the maximum
5 length permitted by the City Land Development Regulations may be permitted until all phases of the
6 RPD are developed. The internal roadway network for the residential areas will be publically
7 maintained unless gated.

8 **L. Homeowners Association.** One or more homeowners associations will be
9 established to manage and maintain common elements of the RPD and to enforce private
10 agreements, covenants, easements or restrictions established as a part of the RPD. This includes a
11 duty to maintain internal landscaping within the rights of way and cul-de-sacs. The structure of said
12 association(s) shall be such that they are of adequate size and with sufficient funding to pay for the
13 ongoing maintenance of all improvements which they are obligated to control and maintain. The
14 charter and by-laws of said association and any such agreements, covenants, easements or
15 restrictions shall be furnished to the City of DeLand for review and approval at the time of the
16 platting process. The applicant shall be responsible for recording said information in the Public
17 Records of Volusia County, Florida. The applicant shall bear and pay all costs for recording all of
18 the aforementioned documents.

19 With respect to the enforcement of said agreements, covenants, easements or restrictions
20 entered into between the applicant and the owners or occupiers of property within the RPD, the City
21 of DeLand shall only enforce the provisions of the "Development Agreement" and City of DeLand
22 Land Development Regulations Ordinance No. 2013-11, as amended, whichever is applicable, and
23 not the private agreements entered into between the aforementioned parties.

1 **M. Modifications and Amendments.** This section was enacted by the City Commission
2 to provide for modifications and amendments of this RPD Plan as follows: Minor modifications to
3 this RPD Plan may be approved by the City Staff to accommodate issues that arise during the
4 platting or site plan process so long as the modification does not add a new use nor increases the
5 density or intensity permitted by the RPD Plan. This includes allowing the lot layout and design of
6 the residential neighborhoods to be modified to accommodate grade and soil issues. Any proposed
7 increase to the allowable density, intensity or uses authorized by this RPD Plan shall require an
8 amendment to the RPD Plan, which shall be processed by the City in the same manner as this initial
9 rezoning.

10 **N. Reverter Provision.** The City Commission may rezone any portion of the project
11 which has not secured a final development order on or before 7 years from the effective date of this
12 ordinance as may be necessary or appropriate to protect adjoining properties or the public health,
13 safety and welfare, unless the City Commission, for good cause shown, shall extend the time period
14 indicated in this paragraph.

15 **O. Binding Effect of Plans; Recording; and Effective Date.** The RPD Plan, including
16 any and all amendments shall bind and inure to the benefit of the Applicant and his successor in title
17 or interest. The RPD zoning, provisions of the "Development Agreement," and all approved plans
18 shall run with the land and shall be administered in a manner consistent with Article 12 of the City of
19 DeLand Land Development Regulations Ordinance No. 2013-11, as amended.

20 This Ordinance and all subsequent amendments shall be filed with the Clerk of the Court and
21 recorded within forty-five (45) days following execution of the document by the City Commission,
22 in the Official Records of Volusia County, Florida. One copy of the document, bearing the book and
23 page number of the Official Record in which the document was recorded, shall be submitted to the

- 1 Planning Department for placement in the public file. The date of recording of this document shall
- 2 constitute the effective date of the RPD or its subsequent amendments. The applicant shall pay all
- 3 filing costs for recording documents.
- 4

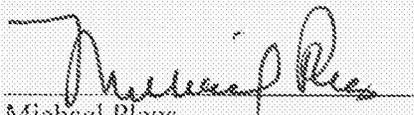
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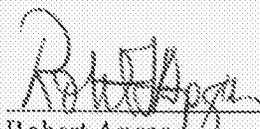
DONE and ORDERED by the City Commission, City of DeLand, Florida, this 18th day of

November, 2013.

ATTEST:

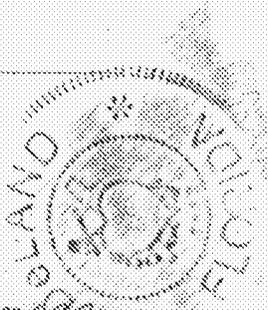
CITY COMMISSION OF DELAND, FLORIDA


Michael Pleus
City Manager


Robert Apgar
Mayor

ATTEST:

STATE OF FLORIDA
COUNTY OF FLORIDA

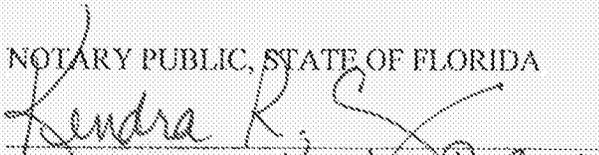


Julie A. Hennessy, MMC
City Clerk - Auditor

The foregoing instrument was acknowledged before me this 18th day of Nov, 2013 by

Michael Pleus 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: Kendra R. Curry
Commission No.: EE099155
My Commission Expires: 8/19/2015



KENDRA R. CURRY
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE099155
Expires 8/19/2015

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WITNESSES:

TAILWINDS DEVELOPMENT, LLC

Sandra A. Cargent
Name
Sandra A. Cargent
Print Name

By: [Signature]
Name: James T. Gendreau
Its: Managing Member

[Signature]
Name
Jill N. Leo
Print Name

STATE OF FLORIDA
COUNTY OF FLORIDA

The foregoing instrument was acknowledged before me this 14th day of November, 2013 by

James T. Gendreau as Managing Member of TAILWINDS DEVELOPMENT, LLC,

who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

JILL N. LEO
Commission # DD 998784
Expires July 24, 2014
Bonded Third Party Fidelity Insurance 200-385-7515

[Signature]
Type or Print Name: Jill N. Leo
Commission No.: DD 998784
My Commission Expires: July 24, 2014

JILL N. LEO
Commission # DD 998784
Expires July 24, 2014
Bonded Third Party Fidelity Insurance 200-385-7515

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WITNESSES:

DELAND GOLF COURSE, INC.

Sandra A. Largent
Name
Sandra A. Largent
Print Name

By: Richard Kelton
Name: Richard Kelton
Its: President

Jill N. Leo
Name
JILL N LEO
Print Name

STATE OF FLORIDA
COUNTY OF FLORIDA

The foregoing instrument was acknowledged before me this 15th day of November, 2013 by
Richard Kelton as President of DeLand Golf Course, Inc, who is personally known to me or who has
produced _____ as identification.



NOTARY PUBLIC, STATE OF FLORIDA

Jill N. Leo
Type or Print Name: Jill N. Leo
Commission No.: DD 998 784
My Commission Expires: July 24, 2014

Exhibit A

EXHIBIT "A" LEGAL DESCRIPTION

Rezoning # 1A:

A parcel of land lying in the South ½ of Section 28, Township 17 South, Range 30 East, Volusia County, Florida, being more particularly described as follows:

Commencing at the South ¼ corner of Section 28, Township 17 South, Range 30 East, Volusia County, Florida; Thence run North 01°01'29" West, along the North South Center Section line of said Section 28, a distance of 25.00 feet, to a point on the North right-of-way line of Orange Camp Road (as maintained); Thence, leaving said North South Center Section line, run South 89°26'30" West, along the said North right-of-way line, a distance of 103.44 feet; Thence leaving said North right-of-way line, run North 01°06'36" West, a distance of 221.27 feet; Thence run South 89°02'42" East, a distance of 675.16 feet to the Point of Beginning, said point also being on a curve concave Southwesterly and having a radius of 5252.02 feet, a chord bearing of North 05°58'05" West and a chord distance of 306.09 feet; Thence run Northwesterly along the arc of said curve through a central angle of 03°20'23" for an arc distance of 306.13 feet, to a point of compound curvature of a curve concave Southwesterly and having a radius of 5252.29 feet, a chord bearing of North 10°37'16" West and a chord distance of 546.73 feet; Thence run Northwesterly along the arc of said curve through a central angle of 05°58'01" for an arc distance of 546.98 feet; Thence run North 03°19'15" West, a distance of 346.46 feet; Thence run North 69°25'13" East, a distance of 20.15 feet, to the Southwest corner of Lot 13, DELAND COUNTRY CLUB SUBDIVISION, according to the map or plat thereof as recorded in Map Book 7, Page 122, of the Public Records of Volusia County, Florida; Thence run South 13°12'35" East, a distance of 16.60 feet; Thence run North 69°25'13" East, a distance of 56.50 feet; Thence run North 88°26'49" East, a distance of 46.28 feet; Thence run North 69°09'01" East, a distance of 8.64 feet; Thence run North 84°29'02" East, a distance of 59.62 feet; Thence run North 69°25'13" East, a distance of 75.36 feet; Thence run North 21°44'47" West, a distance of 275.05 feet; Thence run South 69°25'13" West, a distance of 32.02 feet, to the Southeast corner of Lot 10 of said DELAND COUNTRY CLUB SUBDIVISION; Thence run North 21°44'47" West, along the East line of Lots 8 through 10 of said DELAND COUNTRY CLUB SUBDIVISION, a distance of 210.04 feet, Thence, leaving said East line, run North 69°25'13" East, a distance of 30.01 feet; Thence run North 21°44'47" West, a distance of 121.82 feet; Thence run North 21°44'47" West, a distance of 121.82 feet; Thence run North 05°44'47" West, a distance of 308.18 feet; Thence run North 89°55'01" West, a distance of 30.16 feet, to the Northeast corner of Lot 1 of said DELAND COUNTRY CLUB SUBDIVISION, Thence run North 05°44'47" West, a distance of 162.00 feet, to the Southerly right-of-way line on Kincaid Avenue; Thence, along the said South right-of-way line, run South 89°54'27" East, a distance of 730.22 feet, to the point of curvature of a curve having a radius of 20.00 feet, a chord bearing of South 45°21'52" East and a chord distance of 28.06 feet; Thence run Southeasterly along the arc of said curve through a central angle of 89°05'10" for an arc distance of 31.10 feet, to the point of tangency, said point also being on the West right-of-way line of Whitmarsh Drive; Thence run South 00°49'18" East, along the said West right-of-way line, a distance of 646.83 feet, to the intersection with the South right-of-way line of Strafford Drive; Thence run North 89°55'04" East, along the said South right-of-way line, a distance of 640.32 feet, to the point of curvature of a curve having a radius of 20.00 feet, a chord bearing of South 45°33'13" East and a chord distance of 28.05 feet; Thence run Southeasterly along

the arc of said curve through a central angle of $89^{\circ}03'26''$ for an arc distance of 31.09 feet, to the point of tangency, said point also being on the West right-of-way line of Royal Road; Thence run South $01^{\circ}01'30''$ East, along the said West right-of-way line, a distance of 1609.40 feet; Thence run South $89^{\circ}26'52''$ West, a distance of 297.12 feet; Thence run North $00^{\circ}56'32''$ West, a distance of 38.71 feet; Thence run North $89^{\circ}26'52''$ East, a distance of 208.71 feet; Thence run North $89^{\circ}42'02''$ West, a distance of 752.05 feet, to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING PARCEL:

A parcel of land lying in the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 28, Township 17 South, Range 30 East, Volusia County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 28, Township 17 South, Range 30 East, Volusia County, Florida; Thence run South $39^{\circ}43'15''$ West, a distance of 397.85 feet, to the Point of Beginning; Thence run South $39^{\circ}51'09''$ East, a distance of 150.00 feet; Thence run North $50^{\circ}08'51''$ West, a distance of 75.00 feet; Thence run North $39^{\circ}51'09''$ West, a distance of 150.00 feet; Thence run South $50^{\circ}08'51''$ East, a distance of 75.00 feet, to the Point of Beginning.

Said lands containing 57.95 acres more or less.

Rezoning # 1B:

A parcel of land lying in the South $\frac{1}{2}$ of Section 28, Township 17 South, Range 30 East, Volusia County, Florida, Florida, and COUNTRY CLUB TERRACE, according to the map or plat thereof as recorded in Map Book 6, Page 176, of the Public Records of Volusia County, Florida, being more particularly described as follows:

Beginning at the Southwest corner of Lot 4, Block "A", COUNTRY CLUB TERRACE, according to the map or plat thereof as recorded in Map Book 6, Page 176, of the Public Records of Volusia County Thence run North $89^{\circ}36'54''$ East, along the South line of said Block "A", a distance of 460.60 feet, to the Southeast corner of Lot 11, Block "A", of said COUNTRY CLUB TERRACE; Thence leaving said COUNTRY CLUB TERRACE, run South $45^{\circ}55'43''$ East, a distance of 175.92 feet, a point on a curve concave Northeasterly and having a radius of 1570.00 feet, a chord bearing of North $18^{\circ}20'46''$ West and a chord distance of 194.26 feet; Thence run Northwesterly along the arc of said curve through a central angle of $06^{\circ}28'28''$ for an arc distance of 194.36 feet, to a point, Thence run South $21^{\circ}35'00''$ West, a distance of 118.69 feet, Thence run North $73^{\circ}57'02''$ West, a distance of 151.16 feet, to a point on the Westerly right-of-way line of Country Club Road as shown on the plat of DELAND COUNTRY CLUB SUBDIVISION, according to the map or plat thereof as recorded in Map Book 7, Page 122, of the Public Records of Volusia County, Florida; Thence run North $21^{\circ}46'47''$ West, a distance of 123.71 feet, to a point being a point on a curve concave Northeasterly and having a radius of 1570.00 feet, a chord bearing of North $09^{\circ}33'12''$ West and a chord distance of 217.39 feet; Thence run Northwesterly along the arc of said curve through a central angle of $07^{\circ}56'23''$ for an arc distance of 217.56 feet, to a point, Thence run North $05^{\circ}35'00''$ West, a distance of 146.68 feet, Thence run North $25^{\circ}12'14''$ West, a distance of 190.62 feet, to the Southerly

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Instrument # 2013236800 # 34 Book: 6938 Page: 2229

right-of-way line of Kincaid Avenue (20' right-of-way per DELAND COUNTRY CLUB SUBDIVISION, according to the map or plat thereof as recorded in Map Book 7, Page 103, of the Public Records of Volusia County, Florida); Thence run North 56°11'10" West, a distance of 110.30 feet; Thence run North 69°32'45" West, a distance of 95.87 feet; Thence run South 10°51'38" East, a distance of 175.27 feet; Thence run South 14°24'17" West, a distance of 82.41 feet; Thence run South 52°07'34" West, a distance of 49.64 feet; Thence run South 14°24'17" West, a distance of 49.10 feet; to the Northeast corner of Lot 10, Block "A", COUNTRY CLUB TERRACE, according to the map or plat thereof as recorded in Map Book 6, Page 176, of the Public Records of Volusia County, Florida said point also being a point on the South right-of-way line of Country Club Road as shown on the said plat of COUNTRY CLUB TERRACE; Thence run South 89°38'38" West, along the said South right-of-way line and being the North line of Lots 1, 2 and 5 through 10 Block "A" of said COUNTRY CLUB TERRACE, a distance of 406.73 feet, to a point on the aforementioned East right of Golf Club Drive; Thence leaving said North line of Lots 1, 2 and 5 through 10 Block "A", run South 01°03'01" East, along the aforementioned East right-of-way line of Golf Club Drive (as maintained), a distance of 274.52 feet; Thence run South 89°36'54" West, a distance of 7.71 feet; Thence run South 01°03'01" West, a distance of 265.55 feet; to the Point of Beginning.

Said lands containing 6.77 acres more or less.

Rezoning # 2:

A parcel of land lying in the South ½ of Section 28, Township 17 South, Range 30 East, Volusia County, Florida, being more particularly described as follows:

Commencing at the South ¼ corner of Section 28, Township 17 South, Range 30 East, Volusia County, Florida; Thence run North 01°01'29" West, along the North South Center Section line of said Section 28, a distance of 25.00 feet, to a point on the North right-of-way line of Orange Camp Road (as maintained); Thence, leaving said North South Center Section line, run North 89°26'30" East, along the said North right-of-way line, a distance of 578.90 feet, to the Point of Beginning; Thence continue along the said North right-of-way line, run North 89°26'30" East, a distance of 743.68 feet; Thence, leaving the said North right-of-way line, run North 00°56'32" West, a distance of 183.71 feet; Thence run North 89°02'42" West, a distance of 752.05 feet to a point being on a curve concave Westerly and having a radius of 5252.29 feet, a chord bearing of South 03°11'14" East and a chord distance of 203.70 feet; Thence run Southeasterly along the arc of said curve through a central angle of 02°13'20" for an arc distance of 203.72 feet, to the Point of Beginning.

Said lands containing 3.32 acres more or less.

Rezoning # 7:

A parcel of land lying in the Northwest ¼ of Northwest ¼ of Southeast ¼ of Section 28, Township 17 South, Range 30 East, Volusia County, Florida; being more particularly described as follows:

Beginning at the Northeast corner of Lot 1, DELAND COUNTRY CLUB SUBDIVISION according to the map or plat thereof as recorded in Map Book 7, Page 122, of the Public Records of Volusia County, Florida; Thence run North 05°44'47" West, along a line being the same line as described in

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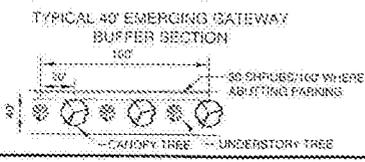
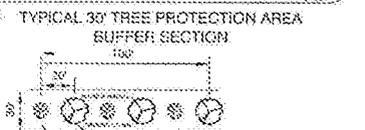
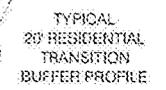
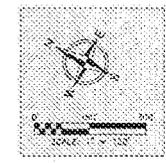
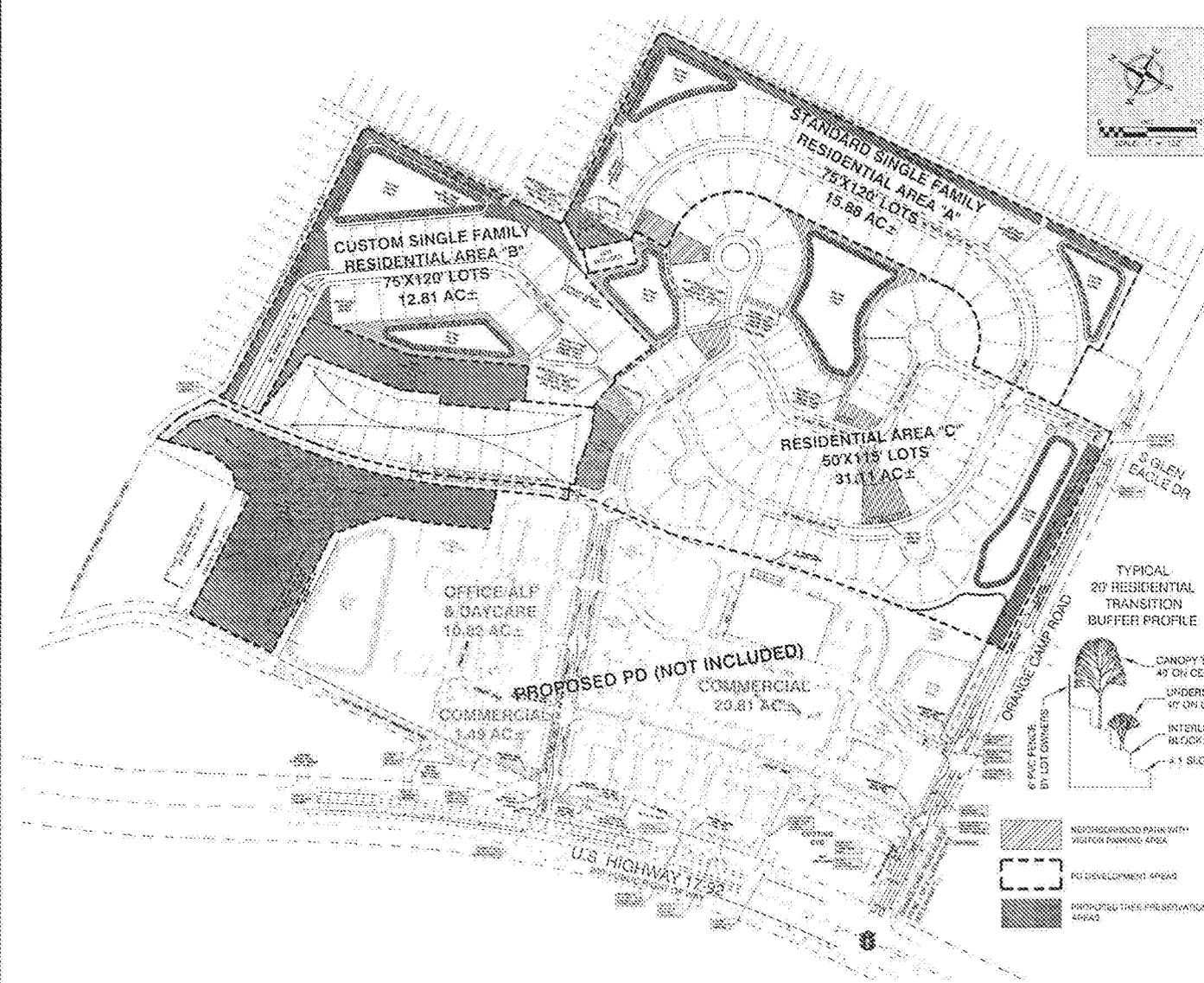
Instrument # 2013236800 # 35 Book: 6938 Page: 2230

Official Records Book 3837, Pages 4913 through 4915, a distance of 162.00 feet, to the Southerly right-of-way line on Kincaid Avenue; Thence, along the said South right-of-way line the following (2) two courses run North $89^{\circ}54'27''$ West, a distance of 167.82 feet, run North $56^{\circ}11'10''$ West, a distance of 25.98 feet, to the East right-of-way line of Country Club Road as shown on aforesaid Plat of DELAND COUNTRY CLUB SUBDIVISION; Thence run South $02^{\circ}12'14''$ East, along the said East right-of-way line, a distance of 132.44 feet; Thence run South $77^{\circ}44'25''$ East, a distance of 205.22 feet, to the Point of Beginning.

Said lands containing 0.62 acres more or less.

Exhibit B

THE GREENS AT COUNTRY CLUB RESIDENTIAL PLANNED DEVELOPMENT CITY OF DELAND, VOLUSIA COUNTY, FL SECTION 28, TOWNSHIP 17S, RANGE 30E



PROJECT DATA	
DEVELOPER	THE GREENS AT COUNTRY CLUB, LLC 100 ORANGE PARKWAY, SUITE 200 ORLANDO, FL 32838
PROJECT LOCATION	SECTION 28, TOWNSHIP 17S, RANGE 30E
PROJECT SET	64.7% COVERED BY IMPROVED SURFACES RESIDENTIAL AREA 'A' 15.88 AC± RESIDENTIAL AREA 'B' 12.81 AC± RESIDENTIAL AREA 'C' 31.81 AC± OFFICE, ALF & DAYCARE 16.88 AC± COMMERCIAL 1.49 AC± TOTAL 109.77 AC±
PARCELS	607 AC± UNDEVELOPED 547.22 AC± DEVELOPED 60.55 AC±
CUSTOMIZING	24 COUNTRY CLUBS 24 APARTMENTS
EXISTING UTILITIES	PROPOSED UTILITIES: GAS, WATER, SEWER, TELEPHONE, CABLE
PROPOSED USES	RESIDENTIAL, COMMERCIAL, OFFICE, ALF & DAYCARE
ADDITIONAL INFORMATION	1. ALL LOTS SHALL BE 75' WIDE AND 120' DEEP. 2. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 3. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 4. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 5. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 6. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 7. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 8. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 9. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 10. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 11. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 12. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 13. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 14. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 15. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 16. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 17. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 18. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 19. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 20. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 21. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 22. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 23. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 24. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 25. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 26. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 27. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 28. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 29. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 30. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 31. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 32. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 33. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 34. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 35. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 36. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 37. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 38. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 39. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 40. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 41. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 42. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 43. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 44. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 45. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 46. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 47. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 48. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 49. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 50. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 51. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 52. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 53. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 54. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 55. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 56. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 57. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 58. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 59. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 60. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 61. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 62. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 63. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 64. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 65. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 66. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 67. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 68. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 69. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 70. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 71. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 72. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 73. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 74. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 75. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 76. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 77. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 78. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 79. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 80. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 81. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 82. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 83. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 84. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 85. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 86. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 87. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 88. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 89. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 90. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 91. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 92. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 93. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 94. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 95. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 96. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 97. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 98. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 99. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE. 100. ALL LOTS SHALL BE 120' DEEP AND 75' WIDE.

TAILWINDS DELAND CC, LLC
THE GREENS AT COUNTRY CLUB
VOLUSIA COUNTY, FLORIDA
RPD ZONING PLAN