

ORDINANCE NO. 2022 - 10

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM CITY OF DELAND'S RR, RURAL RESIDENTIAL, VOLUSIA COUNTY'S R-R, RURAL RESIDENTIAL AND VOLUSIA COUNTY'S A-3, TRANSITIONAL AGRICULTURE TO TRINITY GARDENS PD, PLANNED DEVELOPMENT, ON PROPERTY LOCATED AT 791 SOUTH BLUE LAKE AVENUE; APPROVING A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY 183.92 +/- 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; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the applicant, Michael Woods, Esq., LLC (hereinafter referred to as "Applicant"), on behalf of the property owner, owns approximately 183.92 +/- acres of land located at 791 South Blue Lake Avenue, 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 designations from City of DeLand's RR, Rural Residential, Volusia County's R-R, Rural Residential and A-3, Transitional Agriculture to Trinity Gardens PD, Planned Development; and

WHEREAS, said rezoning 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 amend the property zoning designation so as to change certain development standards for 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 Urban Low Intensity 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 of DeLand's RR, Rural Residential, Volusia County's R-R, Rural Residential, and Volusia County's A-3, Transitional Agriculture to Trinity Gardens PD, Planned Development District, on the property located at 791 South Blue Lake Avenue.

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 Trinity Gardens 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 Trinity Gardens 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. 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.

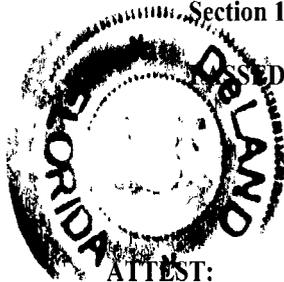
Section 8. Prior to the issuance of a building permit, Applicant shall submit an easement document, acceptable to the City of DeLand, permitting additions to shared access, parking, utilities, and stormwater.

Section 9. Pursuant to Article 5 of the City's Land Development Regulations, the Applicant shall comply with all applicable infrastructure regulations.

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. 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 12. This Ordinance shall become effective immediately upon its adoption.



RESOLVED AND DULY ADOPTED this 16th day of May, 2022.

Robert F. Appgar
Mayor - Commissioner

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

Passed on first reading: April 18, 2022
Adopted on second reading: May 16, 2022

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

TRINITY GARDENS

That part of Section 14, Township 17 South, Range 30 East, Volusia County, Florida being more particularly described as follows:

COMMENCE at the Northwest corner of the Southwest 1/4 of Section 14, Township 17 South, Range 30 East, Volusia County, Florida thence N88°26'03"E 1327.92 feet along the North boundary of said Southwest 1/4 to the Northwest corner of the Northeast 1/4 of said Southwest 1/4 for the POINT OF BEGINNING; thence continue N88°26'03"E 663.96 feet along said North boundary to the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of said Southwest 1/4; thence S00°57'39"E 654.17 feet along the East boundary of said Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 to the Southeast corner of said Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4; thence N88°39'25"E 663.56 feet along the North boundary of the Southeast 1/4 of the Northeast 1/4 of said Southwest 1/4 to the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of said Southwest 1/4; thence N88°42'33"E 667.07 feet along the North boundary of the Southwest 1/4 of the Northwest 1/4 of said Southeast 1/4 of said Section 14 to the Southwest corner of the Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4; thence N00°56'00"W 659.89 feet along the West boundary of said Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4 to the Northwest corner of said Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4; thence N88°26'21"E 667.04 feet along the North boundary of the Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4 to the Northeast corner of the Northeast 1/4 of the Northwest 1/4 of said Southeast 1/4; thence S00°56'16"E 1326.08 feet along the East boundary of the Northwest 1/4 of said Southeast 1/4 to the Southeast corner of the Northwest 1/4 of said Southeast 1/4; thence N88°58'45"E 592.01 feet along the North boundary of the Southeast 1/4 of the Southeast 1/4 of said Section 14 to a point on the West right of way line of the West Volusia Beltline (Kepler Road) as described and recorded in Official Records Book 7707, Page 4683 of the Public Records of Volusia County, Florida, said point being the beginning of a non-tangent curve concave Westerly and having a radius of 3900.00 feet a chord bearing of S00°42'48"E and a chord distance of 67.02 feet; thence run Southerly 67.02 feet along the arc of said curve

EXHIBIT "A"

and said right of way line through a central angle of $00^{\circ}59'05''$ to the end of said curve; thence $S00^{\circ}13'16''E$ 893.07 feet along said right of way line to the Northeast corner of that certain parcel of land described and recorded in Official Records Book 3897, Page 2485 of the Public Records of Volusia County, Florida; thence along the North, West and South boundary of said parcel of land the following 3 courses and distances; $S89^{\circ}46'43''W$ 300.00 feet; thence $S00^{\circ}13'16''E$ 307.91 feet; thence $N89^{\circ}31'01''E$ 300.00 feet to a point on the aforesaid West right of way line; thence $S00^{\circ}13'16''E$ 64.56 feet along said right of way line; thence $S00^{\circ}14'26''E$ 0.44 feet along said right of way line to a point on the South boundary of said Southeast 1/4 of Section 14; thence $S89^{\circ}31'09''W$ 1694.41 feet along said South boundary to the Southeast corner of that certain parcel of land described and recorded in Official Records Book 4317, Page 2773 of the Public Records of Volusia County, Florida; thence along the East, North and West boundary of said parcel of land the following 7 courses and distances; thence $N00^{\circ}54'31''W$ 373.75 feet; thence $N89^{\circ}05'29''E$ 107.50 feet; thence $N00^{\circ}54'31''W$ 335.00 feet; thence $S89^{\circ}05'29''W$ 290.00 feet; thence $S00^{\circ}54'31''E$ 335.00 feet; thence $N89^{\circ}05'29''E$ 107.50 feet; thence $S00^{\circ}54'31''E$ 373.19 feet to a point on the aforesaid South boundary of the Southeast 1/4; thence $S89^{\circ}31'09''W$ 141.01 feet to the Southwest corner of said Southeast 1/4, said point being the beginning of a non-tangent curve concave Northerly and having a radius of 1275.00 feet a chord bearing of $N85^{\circ}49'00''W$ and a chord distance of 207.32 feet; thence run 207.55 feet Westerly along the arc of said curve through a central angle of $09^{\circ}19'36''$ to the end of said curve; thence $N81^{\circ}09'12''W$ 637.04 feet to the beginning of a non-tangent curve concave Westerly and having a radius of 3050.00 feet a chord bearing of $N85^{\circ}54'54''W$ and a chord distance of 506.38 feet; thence run Westerly 506.97 feet along the arc of said curve and said right of way line through a central angle of $09^{\circ}31'25''$ to the end of said curve; thence $S89^{\circ}19'34''W$ 1211.37 feet to a point on the East right of way line of Blue Lake Avenue; thence $N01^{\circ}03'38''W$ 481.81 feet along said right of way line to a point on the South boundary of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said section 14; thence $S89^{\circ}06'10''W$ 100.00 feet along said right of way line and said South boundary to the Southwest corner of said North 1/2 of the Southwest 1/4 of the Southwest 1/4; thence $N01^{\circ}03'38''W$ 646.42 feet along said right of way line and the West boundary of said North 1/2 of the Southwest 1/4 of the Southwest 1/4 to the Northwest corner of said

EXHIBIT "A"

Southwest 1/4 of the Southwest 1/4; thence N88°52'47"E 1326.35 feet along the North boundary of the Southwest 1/4 of the Southwest 1/4 to the Southwest corner of the Northeast 1/4 of the of the Southwest 1/4 of said Section 14; thence N00°59'38"W 1303.17 feet along the West boundary of the Northeast 1/4 of the of the Southwest 1/4 of said Section 14 to the Point of Beginning.

CONTAINING: 183.922 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 # Z-21-128, Application of

5 HANOVER LAND COMPANY, LLC

6 ORDINANCE # 2022-10

7
8 ORDER AND RESOLUTION

9 GRANTING A REQUEST FOR CHANGE OF ZONING FROM CITY R-R,

10 COUNTY A-3 & COUNTY RR TO

11 TRINITY GARDENS PD

12
13 The application of Hanover Land Company, LLC, hereinafter, "Applicant", for
14 rezoning was heard by and before the City Commission, DeLand Florida, on May 16, 2022,
15 Based upon the verified Application and other supporting documents, maps, charts,
16 overlays, other evidence and instruments; the advice, report, and recommendations of the
17 Community Development, and other Departments and agencies of DeLand, Florida; and
18 the testimony adduced and evidence received at the Public Hearing on this Application by
19 the Planning Board on December 15, 2021, and otherwise being fully advised, the City
20 Commission does hereby find and determine as follows:
21

1 FINDINGS REGARDING REZONING

2

3 A. That the applicant has applied for a change of zoning from the present zoning
4 classification of the Property from City R-R, County A-3 & County RR to Trinity Gardens PD
5 (Planned Development).

6

7 B. That the said rezoning to a PD is consistent with both the City of DeLand
8 Comprehensive Plan Ordinance No. 1990-04, as amended, and the intent and purpose of
9 the City of DeLand Land Development Regulations Ordinance No. 2013-11, as amended,
10 and does promote the public health, safety, morals, general welfare and orderly growth of
11 the area affected by the rezoning request.

12

13 NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY OF
14 DELAND, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE CITY
15 COMMISSION CHAMBERS, 120 SOUTH FLORIDA AVENUE, DELAND, FLORIDA, THIS
16 16th DAY OF May, 2022, AS FOLLOWS:

17

18 A. That the Application of Hanover Land Company, LLC, a Florida limited liability
19 company, for the rezoning of the Property is hereby granted.

20

21 B. That the zoning classification of the Property is hereby amended from City R-
22 R, County A-3 & County RR to Trinity Gardens PD as described in Article VII of the City of
23 DeLand, Land Development Regulations Ordinance No. 2013-11, as amended.

1 C. That the Official Zoning Map of the City of DeLand is hereby amended to
2 show the rezoning of the Property to Trinity Gardens PD.

3

4 D. That the City of DeLand, Land Development Regulations Ordinance No.
5 2013-11, as amended, is consistent with the provisions of the "Development Agreement" as
6 hereinafter set forth in this Ordinance and with respect to any conflict between Land
7 Development Regulations Ordinance No. 2013-11, as amended, and the "Development
8 Agreement", the provisions of the "Development Agreement" shall govern. Ordinance No.
9 2013-11, as amended, shall govern with respect to any matter not covered by the
10 "Development Agreement". The City of DeLand will ensure overall compliance with this
11 Ordinance.

12

13 E. Unless otherwise provided for herein the City of DeLand, Land Development
14 Regulations Ordinance No. 2013-11, as amended, shall apply to the Property and the PD in
15 the same manner as the R-1 zoning classification.

16

17 E. Except as otherwise stated herein, nothing in the Development Agreement is
18 intended to abridge the requirements of Ordinance No. 2013-11, as amended, and any
19 other City Ordinances.

20

21

22

1 Regulations, Ordinance No. 2013-11, as amended.

2

3 E. Unified Ownership. The applicant or its successors shall maintain unified
 4 ownership of the Property until after issuance of the final subdivision plat. The applicant or
 5 its successors are entitled to develop the Property in multiple phases, and the applicant or
 6 its successors shall be entitled to convey ownership of any portion of the Property which is
 7 subject to a final subdivision plat, but must maintain unified ownership of any portion of the
 8 Property which is not subject to a final subdivision plat.

9

10 F. Phases of Development. Development of the Property can be accomplished
 11 in four phases and the general boundaries of the specific phases are depicted on the
 12 Planned Development Plan, with required easements for development and infrastructure
 13 servicing the phases, including shared facilities such as stormwater systems and internal
 14 driveways, being constructed as required for each phase. Individual phases may be
 15 developed and constructed simultaneously and/or in any order, however, and final
 16 subdivision plats shall be required for each phase. The projected phasing of the
 17 development is as follows:

PHASE	50'	60'	TOWN HOME	TOTAL	PHASE AREA (AC)	DENSITY
Phase 1	66	40	0	106	62.35	1.70
Phase 2	85	0	118	203	45.04	4.51
Phase 3	104	55	0	159	44.33	3.59
Phase 4	75	0	0	75	32.18	2.33

TOTALS	330	95	118	543	183.90	2.95
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1

2 G. Land Uses Within the PD. The development of the Property shall be
3 consistent with the uses prescribed for each area within the proposed Trinity Gardens PD.
4 The location and size of said land use areas are shown on the Development Plan Map,
5 Exhibit "B". The following land uses shall be allowed as permitted principal uses and
6 structures along with their customary accessory uses and structures:

7 Permitted Uses within Residential Areas:

8 1. Single-Family Residences:

9 Single-family dwellings, except mobile homes.

10 Family day care home.

11 Mini and neighborhood parks.

12 Community uses including but not limited to clubhouse, cabana, dog
13 park, community garden, and bicycle facilities.

14 2. Townhome Residences:

15 Two-family dwellings and duplexes.

16 Multiple-family dwellings and duplexes.

17 Family day care home.

18 Mini and neighborhood parks.

19 Community uses including but not limited to clubhouse, cabana, dog
20 park, community garden, and bicycle facilities.

21

22 H. Development Standards. All development for the property shall rely upon the
23 standards set forth below for each phase of development as identified on the Planned

1 Development Plan. The maximum number of units permitted for all Phases shall not exceed
 2 543.

3 1. Single-Family Residences:

4 a. Maximum unit count of Single-Family Residences: 425

	50' Lots	60' Lots
1. Minimum lot area:	5,750 sq. ft.	6,900 sq. ft.
2. Minimum lot width:	50 ft.	60 ft.
3. Minimum lot length:	115 ft.	115 ft.
4. Minimum building setbacks:		
a. Front yard to garage face/door:	25 ft.	25 ft.
b. Front yard to structure:	15 ft.	15 ft.
c. Rear yard:	20 ft.	20 ft.
d. Rear yard screen enclosure	5 ft.	5 ft.
e. Side yard screen enclosure	5 ft.	5 ft.
f. Side yard:	5 ft.	5 ft.
g. Side street:	15 ft.	15 ft.
h. Waterfront rear yard:	NA	NA
i. Side setback for pools and accessory structures	5 ft.	5 ft.
j. Rear setback for pools and accessory structures	5 ft.	5 ft.
5. Minimum floor area:	1300 sq ft	1300 sq ft
6. Maximum lot coverage:	65%	65%
7. Maximum building height:	35 ft.	35 ft.
Maximum number of lots:	330	95

- 1 2. Townhomes:
- 2 a) Minimum Lot Area of 2,400 sq. ft.
- 3 b) Minimum Lot Width of 24 feet
- 4 c) Minimum Lot Depth of 100 feet
- 5 d) Minimum Individual Unit Size of 750 sq. ft.
- 6 e) Maximum Building Height of 35 ft.
- 7 f) Maximum Unit Count Per Building: 6 units
- 8 g) Minimum Spacing Between Townhome Buildings: 20 feet
- 9 h) Minimum Setbacks:
- 10 i. Internal Side 0 ft.
- 11 ii. End Unit Building Side 10 ft.
- 12 iii. Front 25 ft.
- 13 iv. Rear 20 ft.
- 14 v. Street Side 15 ft.
- 15 vi. Accessory Structure 5 ft.
- 16 i) Specialty Setbacks
- 17 i. Air Conditioning/Heating Units (Rear of Unit): 5 ft.
- 18 ii. Patio (Rear of Unit): 5 ft.
- 19 iii. Generators/Other Mech. Equip. (Rear of Unit): 5 ft.
- 20 iv. Eaves: 5 ft.
- 21 j) Maximum Impervious Surface Area: 75%
- 22 k) Maximum Townhouse Unit Count: 118 units
- 23 3. Accessory Structures. Unless otherwise stated herein, all accessory
- 24 structures shall meet the development standards of Section 33-28 of the Land
- 25 Development Regulations Ordinance No. 2013-11, as amended.

1 4. Parking Standards

2 a. Single-family Residences:

3 1. Off-Street Parking: Each parcel shall be designed to
4 accommodate no less than two (2) parking spaces via use of on-parcel
5 driveway and two (2) spaces in an internal garage. All driveway parking
6 spaces shall be a minimum of nine (9) feet wide by twenty (20) feet long (per
7 each vehicle).

8 2. On-Street Parking: In order to accommodate visitors and any
9 demand for parking beyond 4 spaces per residential lot, on-street parking, as
10 illustrated on Exhibit "B", shall be provided in various locations within the
11 Property. No less than 301 on-street parking spaces shall be provided. On
12 street parallel parking is 8.5 feet by 22 feet measured to back of drop curb
13 (minimum eight feet (8') of asphalt and up to one half foot (0.5') of drop curb).

14 Perpendicular parking spaces are sized at 9 feet by 20 feet. Cross sections
15 of the roadway illustrating typical design for parking on one or both sides of
16 the street are included in Exhibit "B".

17 b. Townhomes

18 1. Each parcel shall be designed to accommodate no less than
19 two (2) parking spaces via use of on-parcel driveway and two (2) spaces in
20 an internal garage. All driveway parking spaces shall be a minimum of nine
21 (9) feet wide by twenty (20) feet long (per each vehicle). Designated parking
22 areas within the Property shall be provided for guest and overflow parking as
23 shown on the Planned Development Plan.

24 5. Signage: Signage for the subdivision shall be provided per the Land

25 Development Regulations. Monument signs identifying the subdivision shall be placed at
Page 10 of 29

1 the entrances along E. Beresford Ave., Dr. Martin Luther King, Jr. Beltway and S. Blue
2 Lake Ave. The primary access point shall be the Dr. Martin Luther King, Jr. Beltway
3 entrance.

4 6. Open Space. Open space and/or common area shall meet the requirements
5 of the Land Development Regulations Ordinance No. 2013-11, as amended.

6 7. Design. The City shall encourage a mixture of design facades within the
7 single-family home phases of the development, and the Developer shall avoid a repeating
8 sequence of designs and shall not utilize the same design on lots within 3 single-family lots
9 of each other on the same side of the street. The property owners' association shall ensure
10 that an individual lot owner seeking building permits shall demonstrate compliance with this
11 Section as part of the construction permit submittal for a lot.

12 8. Model Homes and Temporary Sales Offices. Construction of a Model Home
13 and/or Temporary Sales Office for a particular phase may commence after final plat
14 approval, **and** all the infrastructure improvements for said phase have been approved and
15 accepted by the City of DeLand. The City Engineer shall make the final determination on
16 the acceptance and approval.

17 9. Compliance. In the event that future development cannot comply with the
18 standards set forth herein, then said entitlements shall be processed through an
19 amendment to this Development Agreement.

20
21 I. Environmental Considerations. The development shall comply with the
22 requirements for preservation of environmental resources as set forth in the Land
23 Development Regulations Ordinance No. 2013-11, as amended. This includes compliance
24 with the Land Development Regulations regarding analysis, preservation, and mitigation for
25 historic trees. Tree Protection Areas preserving a minimum of 15% of the Property,

1 excluding the existing on-site electric transmission easements, shall be required and
2 maintained generally as shown on the Planned Development Plan. Tree Protection Areas
3 are proposed as shown on the Planned Development Plan and may be modified based
4 upon an updated tree survey so long as the minimum 15% of net developable areas is
5 preserved and the ultimate configuration is finalized at through the preliminary plat approval
6 process. Nothing shall prevent the grading of Tree Protection Areas prior to creation of said
7 areas, but any portion of the property with grading shall require replanting as provided for in
8 the Land Development Regulations.

9 The development has been laid out in a manner to best accommodate the existing
10 topography, drainage, and known environmental conditions identified on the property.
11 However, the actual location and layout of the developed areas within the development
12 shall be determined during subdivision review and may be modified based on
13 environmental conditions. In addition, all landscaping, including buffers, shall predominantly
14 utilize Florida-Friendly Landscaping, as defined by the University of Florida/Institute of Food
15 and Agricultural Sciences ("UF/IFAS") Center for Landscape Conservation and Ecology,
16 native, or low-water plant material.

17 Due to the presence of pre-existing utility easements running through the property,
18 portions of the proposed Tree Protection Areas are segmented or otherwise divided by said
19 easements so that typical widths cannot be accommodated. To accommodate and work
20 around the easement areas while preserving Tree Protection Areas, the development may
21 reduce a particular Tree Protection Area's minimum width to 20 feet when the total areas of
22 said TPA is at least 4600 square feet and adequate space is available for replacement
23 trees to be planted within said TPA without conflict with the easement area. Moreover,
24 portions of Tree Protection Areas may be less than 30 feet in width when contiguous to
25 larger Tree Protection Areas that are 30 feet in width or greater. These text provisions are

1 meant to accommodate the Tree Protection Areas shown on the Planned Development
2 Plan and running east/west and north/south throughout the project without conflicting with
3 said utility easements. Additional provisions regarding tree mitigation are as follows:

4 1. The City shall grant mitigation credit for Live Oak trees measuring 2" DBH to
5 5" DBH and maintained in TPAs. If said provision regarding 2"-5" Live Oak trees within the
6 TPAs is utilized, the City will require an additional conservation easement to prevent the
7 future removal of said trees as the default provisions of the Land Development Code only
8 protects trees 6" DBH or larger. Credit for preservation of these 2"-5" Live Oak trees shall
9 be based on an actual tree survey rather than a statistical analysis.

10 2. Due to the City's recognition that Laurel Oaks 20" DBH and larger are nearing
11 the end of their lifespan, any Laurel Oak 20" DBH and larger removed from the Property
12 during development will require reduced replacement of one 3" caliper canopy tree for each
13 Laurel Oak removed.

14 3. Street trees may be planted within the rights of way within the Property and
15 said trees may be included in mitigation calculations. However, the homeowners'
16 association shall be responsible for the maintenance of all trees planted in the public right-
17 of-way, including the responsibility to repair any and all impacts upon the right of way
18 infrastructure created by the presence of said trees, including any road or sidewalk
19 facilities.

20 4. A tree survey is required as part of the review process for the project, to be
21 completed prior to site-plan approval. The survey shall be conducted based on the
22 following standards:

23 a. The Applicant shall survey all trees to be located in Tree Preservation
24 Areas or otherwise used as mitigation. Once the boundaries of the Tree Preservation
25 Areas are established, an arborist and surveyor may utilize Geopointe mapping of similar

1 software to locate and identify said trees within the Tree Preservation Areas.

2 b. The Applicant shall survey all specimen and historic trees.

3 c. For non-specimen or non-historic trees, the Applicant will engage an
4 arborist to identify statistically significant sample area(s). Sample areas are to be identified
5 based upon cover types of species. The sample area for each cover type must have an
6 area that is at least 10 percent of its total area and may not be less than one acre in size.
7 The Applicant's arborist shall provide the City Forester with the proposed sample areas for
8 review, comment and approval. The proportionate area of each statistically significant
9 sample area will be calculated as a percentage of the overall property area.

10 d. Upon approval of the statistically significant sample areas by the City
11 Forester, the Applicant will cause all trees in excess of 6 inches DBH to be identified and
12 surveyed in the selected sample area.

13 e. The tree density determined by the survey of the sample area(s) will be
14 used to determine tree replacement or mitigation requirements. The tree mitigation
15 requirements will be weighted based on the proportionate area represented by each
16 sample area.

17 5. Tree replacement and tree mitigation may be provided on a phase by phase
18 basis so long as there is no clearing in any phase for which tree replacement and mitigation
19 is not being contemporaneously provided. All tree mitigation required for any particular
20 phase shall be determined and approved by the City Forester based upon landscape plans
21 submitted by the Applicant and approved by the City Forester. With the exception of
22 required street trees, all tree mitigation required for any particular phase, based upon the
23 approved landscape plan, shall be installed prior to the issuance of certificate of occupancy
24 for a home in that phase. Street tree installation, based upon the approved landscape plan,
25 shall be required on a lot-by-lot basis and must be planted prior to the issuance of a

1 certificate of occupancy for that particular lot.

2

3 J. Sewage Disposal, Potable Water and Reclaimed Water. Provision for
4 sewage disposal, potable and reclaimed water needs of the PD will be provided in
5 accordance with the Comprehensive Plan, Ordinance No. 1990-04, as amended, the Land
6 Development Regulations Ordinance No. 2013-11, as amended, and State of Florida
7 Administrative Code 64E-6.

8

9 K. Stormwater Drainage. Provision for stormwater retention shall be in
10 accordance with the Land Development Regulations Ordinance No. 2013-11, as amended.
11 All stormwater retention systems will be designed to meet all required governmental
12 regulations.

13

14 L. Access and Transportation System Improvements. All access and
15 transportation system improvements shall be provided in accordance with the Land
16 Development Regulations, Ordinance No. 2013-11, as amended. The parcel shall be
17 developed in substantial accordance with the following access and transportation system
18 improvements:

19 1. Access. Access to the site will be from Dr. Martin Luther King Jr.
20 Beltway. Additional connections from E. Beresford Avenue and S. Blue Lake Avenue are
21 also provided. The Planned Development Plan indicates the anticipated connection
22 locations; however, the final locations may vary due to final engineering design and
23 permitting considerations.

24 2. Transportation System Improvements. Transportation system
25 improvements will be provided as required by permitting agencies and as needed

1 according to the Traffic Impact Analysis (TIA) for the project.

2

3 M. Internal Roadways.

4 1. All rights-of-way will be a minimum of fifty (50) feet wide and any
5 rights-of-way with on-street parking will be a minimum of fifty-two (52) feet
6 wide.

7 2. All internal roads will be dedicated to the city.

8 3. The maintenance of on-street parking spaces and decorative features
9 located within the dedicated ROW (i.e. bridge adjacent to central amenity
10 center) shall not be the responsibility of the City of DeLand.

11

12 N. Home Owners Association. The Applicant shall create a homeowners'
13 association. The charter and by-laws of said association and any other agreements,
14 covenants, easements or restrictions shall be furnished to the City of DeLand at the time of
15 creation. The Applicant shall be responsible for recording said information in the Public
16 Records of Volusia County, Florida. Also, the applicant shall bear and pay all costs for
17 recording all of the aforementioned documents.

18 As stated above, the City shall encourage a mixture of design facades within the
19 development, and the Applicant shall avoid a repeating sequence of designs and shall not
20 utilize the same design on lots within 3 single-family lots of each other on the same side of
21 the street. The homeowners' association shall ensure that an individual lot owner seeking
22 building permits shall demonstrate compliance with this Section as part of the construction
23 permit submittal for the lot.

24 With respect to the enforcement of said agreements, covenants, easements or
25 restrictions entered into between the Applicant and the owners or occupiers of property

1 within the Trinity Gardens PD, the City of DeLand shall only enforce the provisions of the
2 "Development Agreement" and City of DeLand Land Development Regulations Ordinance
3 No. 2013-11, as amended, whichever is applicable, and not the private agreements entered
4 into between the aforementioned parties.

5
6 O. Enhanced Development Conditions: Notwithstanding anything contained
7 herein to the contrary, the following enhanced development conditions shall be applicable
8 to the project.

9 1. Amenity Features.

10 a. Trail Network: A trail network shall be constructed throughout the
11 Property consisting of 8 ft mulch trails, 4 ft mulch trails and 8 ft asphalt
12 trails as depicted on Exhibit "B". Trail segments shall be constructed
13 concurrent with the construction of the infrastructure provided for the
14 particular phase in which the trail segment is located. Trailhead
15 signage and distance markers shall be provided at various locations
16 along the trail. The trail network shall be maintained by the
17 homeowner's association.

18 b. Multimodal Trail Segment: A 12 ft wide asphalt multimodal trail,
19 approximately 4,500 feet in length running from Dr. Martin Luther
20 King, Jr. Blvd to S. Blue Lake Avenue, shall be constructed along the
21 Property's southern boundary, adjacent to the Beresford Avenue right-
22 of-way and shall be dedicated to the City of DeLand and open to the
23 general public. Construction of the Multimodal Trail Segment shall be
24 coordinated to occur during construction of the Beresford Avenue
25 extension.

- 1 c. Amenity Tracts: Amenity Tracts are identified on Exhibit "B" and shall
2 be constructed concurrent with the development of the Phase within
3 which it is located. Amenity Tracts shall be owned and maintained by
4 the homeowner's association and shall be reserved for the use of the
5 residents of the community.
- 6 i. Phase 1 Amenity Tract. A passive, open space park shall be
7 provided in the southeast corner of Phase 1.
- 8 ii. Phase 2 Amenity Tract. Phase 2 shall consist of the primary
9 amenity center, which shall include a pool facility (with zero
10 degree entry, a lap segment and child splash area), fire pit,
11 gazebo and bathroom facilities.
- 12 iii. Phase 3 Amenity Tracts. Phase 3 shall consist of three
13 amenity tracts. Outdoor exercise stations shall be provided in
14 the northwest portion of the Property. A dog park, with
15 segregated fencing for small and large dogs, shall be provided
16 near the southern boundary of Phase 3. A playground facility
17 shall be provided near the Property entrance at Blue Lake.
- 18 d. Community Park. Phase 4 shall provide a community park at the
19 southwestern corner of the property. The majority of the park will be
20 kept in a natural state, with limited underbrush clearing of trees under
21 6 inches in diameter and the inclusion of the 4 ft mulch trail. A central
22 pavilion shall be constructed in the center of the park and bicycle
23 service station shall be provided near the parking area at the eastern
24 edge of the park. The community park will be owned and maintained
25 by the homeowner's association, but the intent is for the park to be

1 able to service outside pedestrians and cyclists using the multimodal
2 trail segment.

3 e. LID – Low Impact Development. The following Low Impact
4 Development elements shall be provided:

5 i. Swales. Swales shall be provided in several locations to
6 provide stormwater retention prior to entering stormwater
7 ponds. The swales will also act as an amenity with Florida
8 friendly plants that require no fertilizers or irrigation and rocks
9 to help control erosion.

10 ii. Retention Basins. Retention basins will be added to provide
11 stormwater treatment prior to entering select natural wetlands.

12 iii. Natural Wetlands. Select wetlands that are fully within the
13 project boundary will be preserved and utilized for stormwater
14 attenuation. Stormwater entering these wetlands will be treated
15 in retention basins prior to entering wetlands. Preserving the
16 natural vegetation of the wetlands will also help to further filter
17 the water.

18 iv. Vegetated Natural Buffers (VNBs). Where feasible, home lots
19 backing up to stormwater systems or wetlands will incorporate
20 VNBs. VNBs will have vegetation suitable for sediment removal
21 along with nutrient uptake. VNBs will act as a pre-filter prior to
22 entering stormwater ponds, wetlands, or other retention
23 systems.

24 v. Pervious Pavement/Pavers. Pervious pavers will be added to
25 select parking areas near the community pool amenity. The

1 pervious paver section will provide stormwater retention prior to
2 entering the stormwater pond.

3 vi. Maintenance Requirements. Unless specifically dedicated to
4 the City of DeLand, the maintenance of Low Impact Design
5 Elements shall not be the responsibility of the City of DeLand.

6 f. Trinity Gardens Community Tree Enhancement. Each single family
7 lot shall have three (3) new trees that are each at least 2 inches DBH
8 planted on the lot prior to the issuance of a certificate of occupancy.
9 Since the City is without authority under state law to preclude the
10 removal of said trees from the individual lots, these trees shall not
11 count toward minimum tree coverage, tree preservation requirements
12 nor tree mitigation offsets. Similarly, as the trees cannot count toward
13 these preservation off-sets, the species of tree and planting location is
14 left to the discretion of the homebuilder. The intent of this Community
15 Tree Enhancement requirement is to encourage individual
16 homeowners to contribute to shade and beautification efforts on a lot-
17 by-by basis, above and beyond what is required under the City's
18 subdivision requirements.

19 g. Perimeter Landscape Buffer Minimum. A landscape buffer, no less
20 than 30 feet wide, shall be provided around the perimeter of the
21 Property. Specific dimensional callouts are provided within the
22 Conceptual Plan. Specific accommodations can be made to provide
23 for supplemental screening utilizing a 6 ft vinyl fence along the SE
24 corner of the property due to the presence of the utility easement
25 between the Beresford Avenue right of way and the rear of the

1 residential lots.

2

3 P. On-Site Burning of Cleared Vegetation Prohibited: Vegetation and other
4 biomass cleared from the Property during development may not be incinerated on-site.

5

6 Q. INTENTIONALLY DELETED

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8 R. Reverter Provision: The terms of this Development Agreement shall be vested
9 upon issuance of a final subdivision plat for the first phase of the development, which shall
10 occur within five (5) years from the effective date of this ordinance. If not vested, the City
11 Commission may rezone the property as may be necessary or appropriate to protect
12 adjoining properties or the public health, safety, and welfare, unless the City Commission,
13 for good cause shown, shall extend the time period indicated in this paragraph.

14

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

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

1 file. The date of recording of this document shall constitute the effective date of the Trinity
2 Gardens PD or its subsequent amendments. The applicant shall pay all filing costs for
3 recording documents.

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1 DONE and ORDERED by the City Commission, City of DeLand, Florida, this 16th
2 day of May, 2022.

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ATTEST:

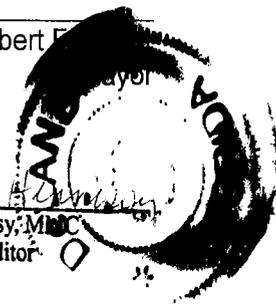
City Commission of DeLand Florida

Michael P. Pleus
Michael P. Pleus
City Manager

Robert F. Apgar
Robert F. Apgar
Mayor

ATTEST:

Julie A. Hennessy
Julie A. Hennessy, M.D.
City Clerk - Auditor



STATE OF FLORIDA
CITY OF DELAND

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 16th day of May, 2022, by Michael P. Pleus and Robert F. Apgar, as City Manager and Mayor of the City of DeLand, respectively, on behalf of the City of DeLand, and who are personally known to me.



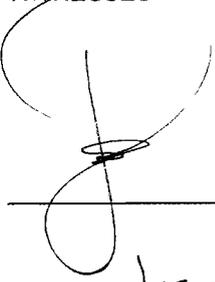
NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

Julie M. Hewitt
Commission No.: GG908791
My Commission Expires: 12/29/23

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WITNESSES

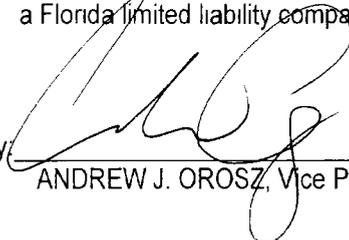


Jason Lowms
Printed Name



TAN TRAN
Printed Name

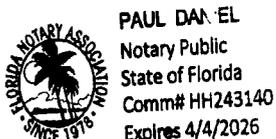
APPLICANT
HANOVER LAND COMPANY, LLC
a Florida limited liability company

By: 

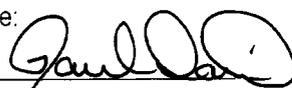
ANDREW J. OROSZ, Vice President

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization this 25 day of July, 2022, by ANDREW J.
OROSZ, as Vice President of HANOVER LAND COMPANY, LLC, who is personally known
to me or who has produced _____ as identification.



NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name: 
Commission No.: HH 243140
My Commission Expires: 4/4/2026

1 WITNESSES:

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OWNER:
Stewart Family Properties, LLC

[Signature]

Anthony Ramshaw
Printed Name

[Signature]

Kylie m Opeka
Printed Name

By: C. Wayne Reid Jr.

Name: C. WAYNE REID, JR
MEMBER MANAGER

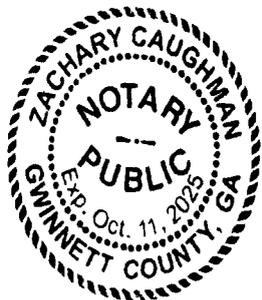
By: _____

Name: _____

STATE OF FLORIDA GA
COUNTY OF WINNETT

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization this 13 day of July, 2022, by Cecil Wayne Reid Jr.
& _____, of Stewart Family Properties, LLC, who are _____
personally known to me or _____ who has produced drivers license as identification.

NOTARY PUBLIC, STATE OF FLORIDA
Type or Print Name: Zachary Caughman
[Signature]
Commission No.: 4-00525371
My Commission Expires: 10-11-2025



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WITNESSES:

B J Sh

BENJAMIN SHUMATE
Printed Name

[Signature]

Carlos Lynch F.
Printed Name

OWNER:

Stewart Family Properties, LLC

By: Karen Palladino MEMR

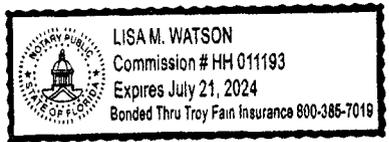
Name: Karen O. Palladino

By: _____

Name: _____

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization this 13 day of July, 2022, by Karen Palladino
& _____, of Stewart Family Properties, LLC, who are _____
personally known to me or _____ who has produced FL/DL as identification.



NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name: [Signature]

Commission No.: HH011193

My Commission Expires: July 21, 2024

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OWNER:
CENTRAL FLORIDA INVESTMENT CO, LLC,
a Florida limited liability company

John B Crowther

By: *Mary P Sizemore, MGRM*

JOHN B. CROWTHER
Printed Name

Print Name: MARY P. SIZEMORE

Margaret S. Crowther

Margaret S. Crowther
Printed Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

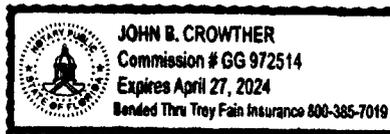
The foregoing instrument was acknowledged before me by means of physical presence
or online notarization this 30th day of JUNE, 2022, by MARY P.
SIZEMORE, MGRM of CENTRAL FLORIDA INVESTMENT CO, LLC, who is
personally known to me or _____ who has produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Type of Print Name: *John B Crowther*

Commission No.: _____

My Commission Expires: _____



1 WITNESSES:

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5 [Signature]
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10 David Clements
11 Printed Name

12 [Signature]
13

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15 Debra A. McDonough
16 Printed Name
17

OWNER:
CMM INVESTMENTS, LLC,
a Florida limited liability company

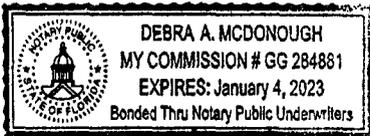
By: [Signature]

Print Name: Julia C. Neumann
Mgr, CMM, Inv. LLC

18
19
20 STATE OF FLORIDA
21 COUNTY OF VOLUNIA
22

23 The foregoing instrument was acknowledged before me by means of physical presence
24 or online notarization this 4th day of AUGUST, 2022, by JULIA C.
25 NEUMANN of CMM INVESTMENTS, LLC, who is personally known to me or
26 _____ who has produced _____ as identification

27 [Signature]
28 NOTARY PUBLIC, STATE OF FLORIDA



29 Type or Print Name:
30 Debra A. McDonough

31 Commission No.: _____

32 My Commission Expires: _____
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EXHIBIT "A"
LEGAL DESCRIPTION

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4 **PARCEL 1:**

5 The North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, also the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, less
6 and except the Northeast $\frac{1}{4}$ thereof, also the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$, less 200 foot Road Right
7 of Way for the West Volusia Beltline and less that portion of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$,
8 lying East of the 200 foot West Volusia Beltline Road Right of Way, and less the Volusia County
9 Water Retention Area and the Florida Power Company Substation Site and Access Parcel, all lying
10 and being in Section 14, Township 17 South, Range 30 East, Volusia County, Florida.

11

12 **PARCEL 2:**

13 The South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, and the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the
14 Southeast $\frac{1}{4}$, Section 14, Township 17 South, Range 30 East, Volusia County, Florida.

15

16 **PARCEL 3:**

17 The North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Section 14, Township 17 South, Range 30
18 East, Volusia County, Florida.

19

20 **PARCEL 4:**

21 The South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Section 14, Township 17 South, Range 30
22 East, Volusia County, Florida, less that portion deeded to the City of DeLand in Special Warranty
23 Deed recorded May 4, 2020 in Official Records Book 7848, Page 2721, Public Records of Volusia
24 County, Florida.

25

26 **PARCEL 5:**

27 The South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Section 14, Township 17 South, Range 30
28 East, Volusia County, Florida, less Road Right of Way and less that portion deeded to the City of
29 DeLand in Special Warranty Deed recorded May 4, 2020 in Official Records Book 7848, Page
30 2721, Public Records of Volusia County, Florida.

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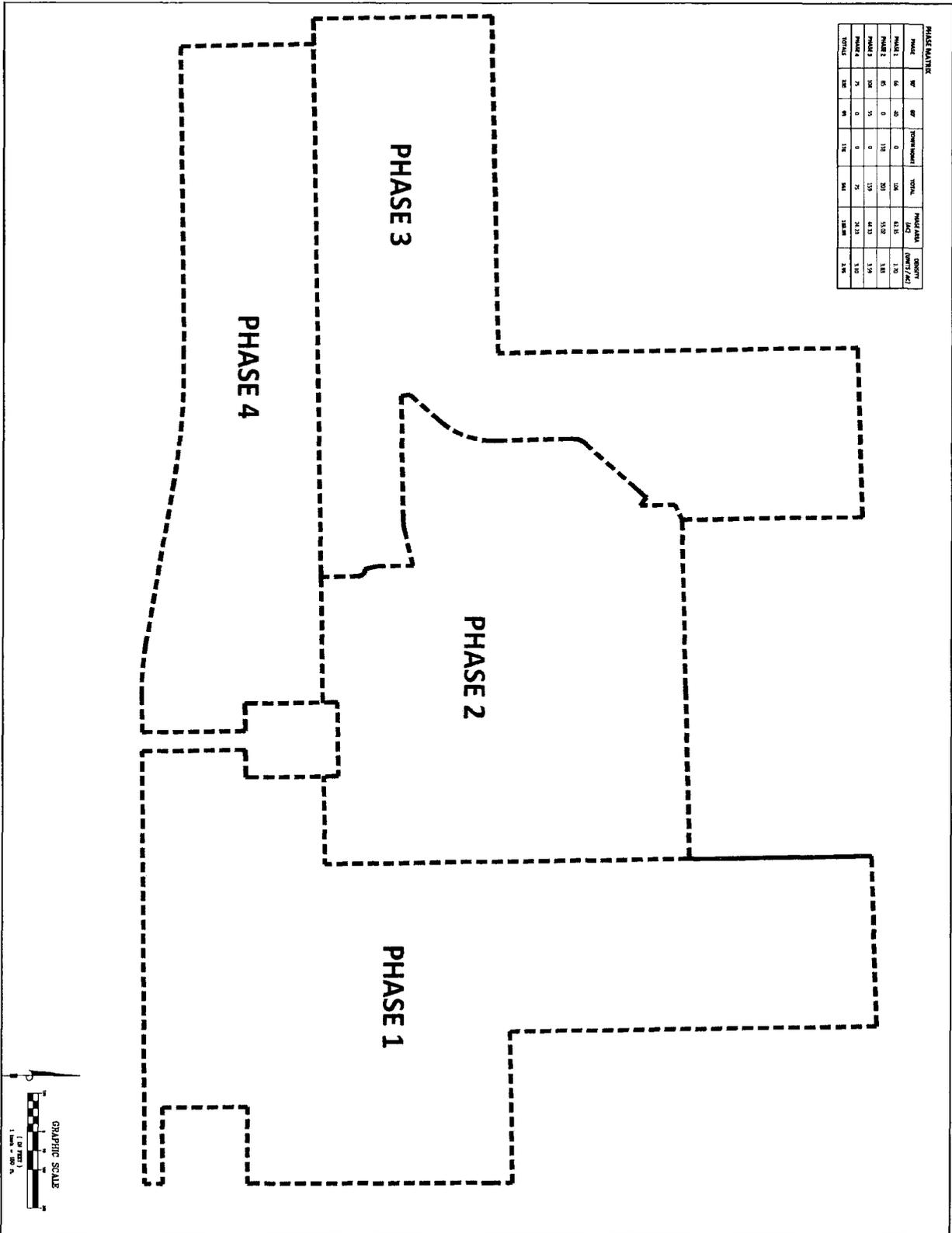
32 **CONTAINING: 183.922 acres, more or less.**

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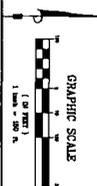
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EXHIBIT "B"
PLANNED DEVELOPMENT PLAN
AND PHASING PLAN



PHASE MATRIX						
PHASE	AC	SR	SPUR ROAD	TOTAL	PHASE/AC (SR/SPUR)	PERCENT (SR/SPUR)
PHASE 1	46	49	0	95	6.18	1.19
PHASE 2	65	0	118	183	13.92	1.19
PHASE 3	208	55	0	263	4.13	1.19
PHASE 4	29	0	0	29	0.13	1.19
TOTAL	368	104	118	590	24.36	2.56



PREPARED FOR HANOVER LAND COMPANY	TRINITY GARDENS	PHASING PLAN	SHEET 2 OF 3	KCG KELLY COLLINS & GENTRY INC 1700 WOOD BRIDGE AVENUE, SUITE 400 ORLANDO, FLORIDA 32809 (407) 880-1000 FAX (407) 880-1440	DATE REVISION
--	--------------------	-----------------	-----------------	--	------------------