



1           **WHEREAS**, the City and Tailwinds DeLand previously amended that certain Planned  
2 Development Agreement with the Second Amendment to Country Club Crossing Planned  
3 Development Agreement (the “Second Amendment”) on or about February 6, 2017 and recorded  
4 in Official Records Book 7388, Pages 687 to 701 of the Public Records of Volusia County,  
5 Florida in connection with the addition of an age restricted multifamily residential property and  
6 certain commercial uses; and

7           **WHEREAS**, the City and Tailwinds DeLand previously amended that certain Planned  
8 Development Agreement with the Third Amendment to Country Club Crossing Planned  
9 Development Agreement (the “Third Amendment”) on or about April 2, 2018 and recorded in  
10 Official Records Book 7548, Pages 1701 to 1725 of the Public Records of Volusia County,  
11 Florida in connection with the addition of the development of a hotel, retail and enclosed self-  
12 storage facilities, the modification of the maximum impervious thresholds to accommodate said  
13 development and adjustment of the location of certain signage; and

14           **WHEREAS**, TKG DeLand desires to modify the dimensional requirements of Lot 5A  
15 and Lot 5B to accommodate a related replat of Lot 5; and

16           **WHEREAS**, TKG DeLand desires to amend the Country Club Crossing PD to provide  
17 for modified Project Identification Signage located upon Lot 1B of the Country Club Corners  
18 subdivision, along Woodland Boulevard; and

19           **WHEREAS**, TKG DeLand and the City desires to provide for a fully amended and  
20 restated development agreement to provide a single document providing for the zoning criteria of  
21 the Property described herein; and

22           **WHEREAS**, the application of TKG DeLand to amend the Country Club Crossing PD  
23 was duly and properly filed with the City on November 19, 2018 and the application was

1 reviewed by the City's Community Development Department and determined to be consistent  
2 with the City's Comprehensive Plan; and

3 **WHEREAS**, Public Hearings on this First Amended and Restated Planned Development  
4 Agreement were held by the Planning Board on January 16, 2019 and the City Commission on  
5 February 18, 2019 and \_\_\_\_\_, 2019 after due public notice was provided  
6 in accordance with the City's Land Development Regulations Ordinance No. 2013-11, as  
7 amended;

8 **NOW THEREFORE**, the City and TKG DeLand acknowledge and agree that the  
9 Country Club Crossing PD is hereby amended to reflect the following changes, revisions and  
10 amendments to the Country Club Crossings Planned Development Agreement and CPD Plan:

11 A. **Development Concept.** The Property, described herein and attached hereto as  
12 Exhibit "A", shall be developed as a Commercial PD substantially in accordance with the CPD  
13 Plan. As envisioned by the DeLand 2050 Plan, the Property will be developed as part of the  
14 South Woodland Boulevard/Orange Camp Road Activity Center. The mix of uses within the  
15 Property shall generally include office and commercial development. The CPD Plan shall govern  
16 the development of the Property as a PD and shall regulate the future land use of this Property.  
17 Unless otherwise provided herein, all definitions, development standards or dimensional criteria  
18 shall be as set forth in the City of DeLand Development Regulations, Ordinance No. 2013-11, as  
19 amended.

20 1. Planned Development Plan. The Commercial Planned Development Plan  
21 (the "CPD Plan") shall consist of the Development Plan Map/CPD Zoning Plan prepared by Ron  
22 Henson with the Avid Group, and dated November 19, 2018 and this First Amended and  
23 Restated Planned Development Agreement. The Development Plan Map/CPD Zoning Plan is

1 hereby approved and incorporated herein by reference as Exhibit “B”. The CPD Plan shall be  
2 filed and retained for public inspection in the Planning Department and it shall constitute a  
3 supplement to the Official Zoning Map of the City of DeLand.

4 2. Amendments. All amendments of the CPD Plan, other than those deemed  
5 by the Planning Department to be minor amendments as set out in Ordinance No. 2013-11, as  
6 amended, shall require the review and recommendation of the Planning Board and action by the  
7 City Commission in the same manner as a rezoning of the parcel. See Section L for additional  
8 detail.

9 3. Subdivision Plan Approval. The site has already been substantially  
10 developed. All additional construction shall be in accordance with the City’s Land Development  
11 Code, except as modified herein, and all other applicable governmental regulations.

12 4. Final Site Plan Approval. The site has already been substantially  
13 developed. All additional construction shall be in accordance with the City’s Land Development  
14 Code, except as modified herein, and all other applicable governmental regulations.

15 B. **Consent of all Owners**. The owners of all of the Property have consented to the  
16 execution of this First Amended and Restated Planned Development Agreement.

17 C. **Phases of Development**. The project shall consist of multiple phases of  
18 development and timing of same shall be based on market demand and the general location of  
19 the individual lots depicted on Exhibit “B”.

20 D. **Land Uses within the CPD**. The development of the Property shall be consistent  
21 within the uses prescribed for each area with the CPD. The location and size of said land use  
22 areas are shown on the Development Map Plan, Exhibit “B”. The following land uses shall be

1 allowed as permitted principal uses and structures along with their customary accessory uses and  
2 structures:

3 1. Commercial Activity Center: The Commercial Activity Center illustrated  
4 in the CPD Plan, including the outparcels located along US Highway 17-92, consists of Lots 1A,  
5 1B, 2, 3, 4, 5A and 5B, and shall be permitted for the development of C-2 zoning classification  
6 uses, including:

7 General/professional offices

8 Financial institutions

9 Medical Office

10 Apothecary shops

11 Drugstores and pharmacies

12 Laboratories, hospitals and clinics

13 Medical clinics over 5,000 square feet

14 Nursing homes and adult congregate living facilities

15 Veterinary clinics allowing inside overnight boarding but no  
16 outside runs/kennels.

17 Mailbox and shipping shops

18 Office equipment sales and services

19 Copyrighting, printing and lithography

20 Beauty salons, barbershops and day spas

21 Day care facilities, adult or child

22 Dry cleaning and laundry, retail and self-service

23 Mortuary, funeral homes and crematoriums

- 1 Pet shops and pet grooming
- 2 Tailor shops and shoe repair
- 3 Banquet facilities and catering services
- 4 Uses requiring a DBPR 3PS liquor license or 4COP liquor license
- 5 Package sales where beer and/or wine are sold for consumption off
- 6 premises with a DBPR 2APS license
- 7 Restaurants, including fast food/drive through, sit down, and
- 8 establishments serving alcohol requiring a DBPR 2COP,
- 9 3PS or 4COP license with special class
- 10 Bakery, pastry, gourmet, coffee and specialty beverage shops
- 11 (retail)
- 12 Automobile repair and/or service station
- 13 Convenience store with or without gas pumps
- 14 Furniture, appliances retail
- 15 Grocery
- 16 Grocery with beer/wine/liquor sales
- 17 Home improvement store
- 18 Retail sales
- 19 Used materials, sales, thrift or pawn shops
- 20 Business colleges, professional or commercial schools
- 21 Industrial vocational training schools
- 22 Private clubs and lodges

1 Indoor recreation and amusement facilities, including billiard  
2 parlors and museums  
3 Music, dance, gymnasium, art school or studio, excluding  
4 discotheques  
5 Organized physical activity center  
6 Theaters and assembly halls  
7 HVAC, electrical, gas and plumbing sales/service  
8 Greenhouses, nurseries, and landscaping sales, retail  
9 Swimming pool sales, installation and service  
10 Upholstering and reupholstering  
11 Uses determined by the City Commission to be substantially  
12 similar to those listed herein.

13 2. North of Fenway Mixed Use Area: The North of Fenway Mixed Use Area  
14 illustrated in the CPD Plan and consisting of Lots 6, 7, 8 and 9, shall be permitted for the  
15 development of C-2 zoning classification uses, including:

16 General/professional offices  
17 Financial institutions  
18 Medical office  
19 Apothecary shops  
20 Drugstores and pharmacies  
21 Laboratories, hospitals and clinics  
22 Medical clinics over 5,000 square feet  
23 Nursing homes and adult congregate living facilities

- 1 Mailbox and shipping shops
- 2 Office equipment sales and services
- 3 Tailor shops and shoe repair
- 4 Bakery, pastry, gourmet, coffee and specialty beverage shops
- 5 (retail)
- 6 Retail sales not to exceed a total of 18,500 square feet
- 7 Community residential homes, single or multifamily
- 8 Convalescent, rest and nursing homes
- 9 Institutions and homes for children, the aged and the disabled
- 10 Business colleges, professional or commercial schools
- 11 Age Restricted, Multifamily Residential (55+ Deed Restricted), not
- 12 to exceed 90 units
- 13 Restaurants, including fast food/drive through, sit down, and
- 14 establishments serving alcohol requiring a DBPR 2COP,
- 15 3PS or 4COP license with special class
- 16 Hotel (not to exceed 92 rooms)
- 17 Enclosed Self Storage Facilities
- 18 Uses determined by the City Commission to be substantially
- 19 similar to those listed herein.

20 **E. Development Standards.** The intent of the various development areas set forth  
21 in this CPD is to provide for compatible transitions from the existing developed neighborhoods  
22 that surround the former DeLand Country Club Development to more intense commercial

1 development located at the designated Activity Center at the intersection of South Woodland  
2 Boulevard and Orange Camp Road.

3 **Commercial Activity Center | North of Fenway Mixed Use Area**

- 4 1. Minimum lot area 9,000 square feet
- 5 2. Minimum lot width and/or depth 75 feet
- 6 3. Minimum yard size (building)
  - 7 a. Front yard: 20 feet
  - 8 b. Rear yard: 25 feet (abutting residential)  
9 10 feet (all others)
  - 10 c. Side yard: 20 feet (abutting public  
11 street)  
12 10 feet (all others)
  - 13 d. Side yard Lot 5A/Lot 5B Boundary: 0 feet per Section E. 14  
14 below.
- 15 4. Maximum Impervious Area
  - 16 a. Shopping Center 70 percent
  - 17 b. Commercial Outparcels Adjacent to  
18 public right-of-way 85 percent
  - 19 c. North of Fenway Mixed Use Area  
20 Total Impervious Area (Avg) 75 percent
- 21 5. Maximum building height 45 feet
- 22 6. Landscape buffer requirements
  - 23 a. Commercial uses adjacent to commercial uses require no  
24 buffering.
  - 25 b. Buffering along the north and south side of Fenway Drive  
26 as well as along Golf Club Drive shall be an average  
27 of 15 feet wide, subject to landscape standard A provided by the  
28 City of DeLand, Land Development Regulations Ordinance No.  
29 2013-11. Larger clusters of landscaped materials, the size and  
30 composition of which must be approved by the City, may be

1 provided at regular intervals along the right-of-way should a  
2 continuous strip of landscaping prove to be impractical. Tree  
3 Protection Areas located adjacent to the right-of-way may be  
4 utilized to satisfy the minimum width requirements for  
5 landscaping.

- 6 c. A 30 foot average transitional landscape buffer shall be maintained  
7 between the adjacent residential development and the commercial  
8 development. In addition to the rear lot screening provided for  
9 the residential area east of Lots 5A and 5B, a landscape buffer with  
10 a 30 foot average width meeting the City's Standard B Landscape  
11 Buffer requirements in accordance with Article VIII of Chapter 33  
12 of the Land Development Regulations, including the installation of  
13 a six foot (6') high, one hundred percent (100%) opaque screen  
14 (fence or wall) along the eastern edge of the required buffer will be  
15 provided to screen the adjacent residential development from the  
16 proposed grocery location on the eastern edge of the Commercial  
17 Area. The landscape buffer may have a minimum width of 20 feet  
18 for no more than forty percent (40%) of the north-south boundary  
19 between the commercial and residential developments. In any area  
20 where the minimum width of the landscape buffer is less than  
21 thirty feet (30'), the required opaque screen shall be increased to  
22 eight feet (8') in height with a tapered transition from the adjacent  
23 six foot (6') high sections. Canopy trees planted in any landscape  
24 buffer area that is less than thirty feet (30') in width shall have a  
25 minimum of 4" diameter at breast height at the time they are  
26 installed. The required landscape buffer may be located on both  
27 sides of the property boundary between the commercial and  
28 residential development, but will be owned and maintained by the  
29 commercial property owners association. Sidewalks may be  
30 located within the buffer area.

- 1                   d.     Exhibit "B" identifies the location of a 40 foot wide Tree
- 2                             Protection Area along the exterior boundary of the project. The 40
- 3                             foot wide Tree Protection Area provides for one canopy tree and
- 4                             one understory tree alternating every 40 feet on center, and a 2.5
- 5                             foot tall hedge at 33 feet on center abutting parking.
- 6                   e.     Where frontage along 17-92 is interrupted by property not subject
- 7                             to this CPD and standardized landscaping or Tree Protection Areas
- 8                             would otherwise be provided, a ten foot wide landscape buffer
- 9                             shall be provided along the boundary of the two properties. No
- 10                            vehicles shall be permitted within the boundary and it shall be
- 11                            landscaped with continuous shrubbery and understory vegetation.
- 12           7.     Minimum building separation Per LDRs as in Section E.14 below
- 13           8.     Off-street parking requirements                   Per LDRs
- 14           9.     Signage requirements
- 15                   a.     Wall signage/building signs shall be provided as permitted by the
- 16                             LDRs. Notwithstanding the LDRs, the following shall be allowed:
- 17                             Two stores which are at least 30,000 square feet each, shall each be
- 18                             entitled to building signage of 250 square feet, with no single sign
- 19                             exceeding 100 square feet. Outparcels shall be entitled to
- 20                             additional building signage on the rear of the buildings not to
- 21                             exceed 50% of the building signage otherwise permitted on the
- 22                             said buildings.
- 23                            1.     Lot 1B of the Country Club Corners plat, as recorded in
- 24                                     Map Book 56, Pages 159 through 162, is an atypical lot
- 25                                     with frontage along three roads and a primary entrance
- 26                                     configured to face a parking field rather than a roadway.
- 27                                     To reconcile the default provisions of the LDRs and the
- 28                                     provisions for wall signage contained herein, the following

1 explicit provisions may be applied to wall signs affixed on  
2 the primary structure located within Lot 1B:

Frontage Orientation and Roadway	Permitted Sign Area Not to Exceed
Western Frontage (Woodland Boulevard)	59 Square Feet
Southern Frontage (Fenway Drive)	38 Square Feet
Eastern Frontage (Golf Club Drive)	22 Square Feet
Northern Frontage (Parking Lot)	59 Square Feet

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- 4 b. Project Identification Signs: Three signs shall be permitted, one  
5 each at the main entrances to the commercial development and one  
6 located on Lot 1B. The entrance sign on Orange Camp Road shall  
7 be located at the full intersection. Two entrance signs shall be  
8 located along Woodland Boulevard, one to the south of Fenway  
9 Drive and one to the northern boundary of Lot 1B of the  
10 Country Club Corners plat, as recorded in Map Book 56, Page  
11 159 through 162. The sign located south of Fenway Drive shall  
12 have a maximum of 150 square feet of sign area per side, with  
13 a maximum height of 16 feet. The sign located on the northern  
14 boundary of Lot 1B shall have a maximum of 63 square feet of  
15 sign area per side, with a maximum height of 10 feet. An example  
16 the typical options available for such signage has been  
17 attached hereto as Exhibit "C".
- 18 c. Outparcel Signs: One outparcel sign shall be permitted for each  
19 outparcel with frontage on a public right-of-way. Said outparcel  
20 sign shall have a maximum of 48 square feet of sign area per side,  
21 with a maximum height of 6 feet.
- 22 d. Project Directional Signs: These signs shall be permitted at  
23 various locations within the boundary of the commercial  
24 development. Said signs shall be textual and may use corporate

1 logos. Said signs shall have a maximum of three square feet of  
2 sign area per side, with a maximum height of four feet.

3 e. Monument Directional Signs: These signs shall be located along  
4 Fenway Drive and the north/south drive aisle to provide a  
5 directory for incoming traffic. Said signs shall have a maximum of  
6 48 square feet of sign area per side, with a maximum height of 6  
7 feet. Said signs shall be permitted to use corporate logos to direct  
8 customers on property. Said signs shall also be permitted to  
9 provide directional signage for the Cedar Ridge Pointe shopping  
10 center.

11 f. The existing 6 foot monument sign located along Orange Camp  
12 Road at the southwest corner of Tree Protection Area No. 6  
13 shall be permitted to remain and shall be utilized to advertise  
14 businesses located within the project boundary.

15 g. Signs shall be permitted within the Tree Protection Area so long as  
16 the square footage of the sign base is removed from the Tree  
17 Protection Area calculations.

18 10. Common Standards: All commercial development shall be constructed  
19 with a related elevation standard or consistent theme, including lighting.

20 11. Age Restricted Multifamily Residential Standards for Lots 6 and 7 of the  
21 Country Club Corners Lot 6 Replat, Map Book 59, Pages 111 through  
22 112.

23 a. Structures may exceed 150 feet in length so long as the horizontal  
24 plane is broken up with landscaping, variation in materials, or  
25 architectural embellishments.

26 b. Pursuant to a November 7, 2016 letter signed and executed by  
27 James S. Morris and Mark A. Watts which outlines the minimum  
28 acceptable fencing, lighting, landscaping and construction

1 type/building material standards for the development of senior  
2 housing/age restricted housing, which is attached hereto as  
3 Exhibit “D”, the following conditions shall also apply:

4 1) A 6 (six) foot black or green vinyl coated chain link fence  
5 around the northern and eastern portions of the parcel will  
6 be installed as illustrated in the November 7 letter, with  
7 viburnum landscaping on a berm measuring 3 feet in height  
8 with a 2 foot planting shelf along the top for the viburnum  
9 hedge, located between the fencing and the parking area  
10 with the purpose of said landscaping to shield headlights  
11 from the parking areas.

12 2) Lighting: Building lighting, interior and exterior, in  
13 addition to complying with the City Code standards  
14 referenced below, will be designed and placed so that the  
15 source of light (bulb, lumens, tubes, etc.) shall not be  
16 visible from the exterior of the site and exterior (to the site)  
17 windows placed on the north and eastern exposures of the  
18 building shall be tinted to a level of thirty (30%) percent  
19 opacity. In addition, the developer will follow the city  
20 lighting guidelines with regard to exterior lighting and all  
21 internal light sources visible from the exterior of the  
22 building to ensure that no light source exceeds 0.5 foot

1 candle at the project boundary in accordance with Section  
2 33-94.03(g)(2) of the LDC.

3 3) Construction Type/Building Materials: The development  
4 will be built utilizing wood construction with stucco finish  
5 in an architectural style similar to Laurel Court located at  
6 450 S Ridgewood Ave, DeLand, FL 32720, as that project  
7 was originally approved and as it exists on the date of this  
8 Amended and Restated Agreement.

9 c. Where this CPD is silent as to the development criteria for Age  
10 Restricted Multifamily Residential the standards provided for  
11 multifamily development located in R-12 zoning shall apply.

12 12. North of Fenway Mixed Use Area Specific Design Elements

13 a. Structures may exceed 150 feet in length so long as the horizontal  
14 plane is broken up with landscaping, variation in materials, or  
15 architectural embellishments.

16 b. Visual Screening Requirements:

17 1) It is the intent of this provision to address and provide adequate  
18 screening for the residential neighbors located to the north and east  
19 of the North of Fenway Mixed Use Area. Specific attention has  
20 been provided to reduce view corridors into the commercial  
21 property through a mixture of plantings and screening.

22 2) A wooden four rail fence shall be installed along the perimeter  
23 of the North of Fenway Mixed Use Area as illustrated on the Fence  
24 Plan, attached hereto and incorporated herein as "Exhibit E". The

1 primary purpose for this fence is to provide a softer barrier to  
2 discourage pedestrian traffic from the commercial project to the  
3 residential areas to the north and east. As illustrated on the  
4 attached Fence Plan, the fence shall run along the western  
5 perimeter of the Existing Stormwater Pond, run east along the  
6 northern perimeter of the commercially developed area until it  
7 intersects with Tree Protection Area No. 1. The fence shall then  
8 run south, along the western perimeter of Tree Protection Area No.  
9 1 and then east, along the southern boundary of tree protection area  
10 No. 1 to a point where it will intersect with the existing CF  
11 Gardens four rail fence. The fence will then run south, along the  
12 western boundary of Tree Protection Area No. 8.

13 3) A viburnum hedge (or similar hedge material) shall be planted  
14 along the four rail fence in specific locations illustrated on the  
15 attached Fence Plan. The purpose for planting the viburnum in  
16 these specific locations is to minimize direct light encroachment  
17 created by vehicles parked in parking lots directly adjacent to these  
18 areas. The viburnum hedge shall be maintained at a height not less  
19 than 4 (four) feet and no more than 6 (six) feet.

20 4) Use of Non-Invasive Bamboo: In order to fully screen specific  
21 view corridors identified by the residential neighbors, the four rail  
22 fence and viburnum hedge shall be further supplemented with the  
23 use of non-invasive bamboo plantings to provide full screening of

1 100% opacity at critical gaps along the boundary. Note that non-  
2 invasive bamboo growth shall not be permitted to encroach into  
3 adjacent Tree Protection Areas and non-invasive bamboo plantings  
4 shall not count toward replanting requirements otherwise required  
5 herein. The non-invasive bamboo plantings may be extended  
6 along the boundary based upon the ultimate location of the hotel or  
7 storage facility.

8 c. Lighting: Building lighting, interior and exterior, in addition to  
9 complying with the City Code standards referenced below, will be  
10 designed and placed so that the source of the light (bulb, lumens,  
11 tubes, etc.) shall not be visible from the exterior of the site and  
12 exterior (to the site) windows placed on the northern and eastern  
13 exposures of the building shall be tinted to a level of thirty (30%)  
14 percent opacity. In addition, the developer shall follow the city  
15 lighting guidelines with regards to exterior lighting and all internal  
16 light sources visible from the exterior of the building to ensure that  
17 no light source exceeds 0.5 foot candle at the project boundary in  
18 accordance with Section 33-94.03(g)(2) of the LDR.

19 d. Hotel Specific Restrictions

20 1) Building Design: The building shall be a four story, rectangular  
21 shape with a covered entry feature. Examples of the acceptable  
22 building design are attached as "Exhibit F".

1                                    2) Building Color: The approved color scheme, designated the  
2                                    Natural Scheme, is attached as “Exhibit F”. Any combination  
3                                    of these colors may be applied to the building design. Darker  
4                                    colors are encouraged to be used on the upper stories to minimize  
5                                    potential for glare. A mixture of colors and materials shall be used  
6                                    to minimize the massing of the building frontage.

7                                    3) In addition to the lighting requirements provided above, the  
8                                    hotel’s windows shall be tinted to prevent glare/minimize  
9                                    reflective light impacting the residential neighbors to the north and  
10                                   east.

11                                   4) Hotel Pool: In the event that the hotel pool and/or patio area is  
12                                   constructed outside the primary structure’s footprint, a masonry  
13                                   wall and fencing of no less than 5 feet, shall enclose the outdoor  
14                                   pool area. Additionally, this masonry wall and fencing shall be  
15                                   supplemented with additional vegetative screening, including the  
16                                   use of bamboo where appropriate, to ensure that the pool area is  
17                                   fully screened at 100% opacity when viewed from the northern and  
18                                   eastern boundaries of the hotel parcel.

19                                   e.     Storage Specific Restrictions. The building design and color  
20                                   scheme is as provided on the attached “Exhibit G”. The  
21                                   mixed use of materials, color and architectural embellishments are  
22                                   provided specifically to break up the linear nature of the exterior  
23                                   walls. These embellishments are specifically required along the

1 western and southern face of the building. So long as the building  
 2 does not provide primary public access via the eastern or northern  
 3 faces, the decorative brick treatment shall not be required along the  
 4 eastern or northern faces. In addition to the lighting requirements  
 5 provided above, the building's northern and eastern windows shall  
 6 be tinted to prevent glare/minimize reflective light impacting the  
 7 residential neighbors to the north and east. However, tinting along  
 8 the eastern face may be avoided if tree screening and landscaping  
 9 prevents light intrusion beyond the CF Gardens parcel. The  
 10 northern and eastern faces shall still be required to break up the  
 11 linear nature of the façade through the use of color, architectural  
 12 bump outs or landscaping.

13 f. North of Fenway Mixed Use Planting Scheme. In consultation  
 14 with the City Forester, there remains a specific amount of tree  
 15 replantings to be provided in the North of Fenway Mixed Use  
 16 Area. While these plantings may be applied to the underlying  
 17 landscape requirements, these plantings do not replace said  
 18 requirements. The following plantings shall be required as a  
 19 condition of development of the following uses :

Hotel	68 inches of replacement trees in TPA No. 8	30 inches of replacement trees along Fenway Drive	31 inches of replacement trees in TPA No. 1
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Self Storage	9 inches of replacement trees in TPA No. 1	120 inches of replacement trees in Retention Pond Area/Common Landscaping Area
Retail	120 inches to be planted on balance of property in a manner consistent with LDRs for spacing.	Balance of replacement trees on site or via Tree Replacement Reserve Account in coordination with City Forester.

NOTE: The Hotel Parcel and the Self Storage Parcel shall each be responsible for planting 5, 2 inch magnolia trees on the southwest corner of the CF Gardens Property, between TPA No. 1 and TPA No. 8. to provide additional screening. Accordingly, the Hotel Parcel and the Self Storage Parcel shall each be credited 10 inches of planting that would otherwise be required within one of the TPAs.

NOTE: The City Forester is tracking all plantings for the entire Country Club Corners project. At the time of site plan for the final Lot 6 and 7 development, the City Forester shall verify all plantings within the Country Club Corners project, including out parcels, and provide a balance due accounting of the total tree diameter to be planted. If deficient, developer shall supplement with additional plantings on site, in TPAs or via contribution to Tree Replacement Reserve Account.

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13. Disclaimer regarding entitlements of Lot 8 & 9 of the Country Club Corners Lot 6 Replat (Hotel and Self Storage Parcels)
  - a. Entitlements for Lot 8 and 9 of the Country Club Corners Lot 6 Replat provide for, among other uses, the establishment of a hotel and a self storage facility within the project boundary.
  - b. Said entitlements were created in the Third Amendment to Country Club Crossing Planned Development Agreement (the “Third Amendment”) on or about April 2, 2018 and recorded in Official

1 Records Book 7548, Pages 1701 to 1725 of the Public Records of  
2 Volusia County.

3 c. Since the adoption of the Third Amendment, The Country Club  
4 Corners Lot 6 Replat was recorded in the Public Records of  
5 Volusia County, Florida at Plat Book 59, Page 111.

6 d. In order to avoid confusion due to the new parcel numbers created  
7 by said replat, the language provided for in the Third Amendment  
8 has been restated within this Amended and Restated Agreement.  
9 However, nothing contained herein modifies those entitlements  
10 created for Lot 6, Lot 7, Lot 8 and Lot 9 by the Third Amendment.

11 14. Specific Provisions Related to Lot 5 Partial Replat

12 a. Purpose: Concurrent with the adoption of this Development  
13 Agreement, Owner has secured a site plan for additional  
14 construction and stormwater drainage on the northeast corner of  
15 Lot 5. Owner is in the process of replatting Lot 5 to create a new  
16 lot for that structure and stormwater drainage. Based upon the  
17 previously approved site plan, which contemplated a single lot, the  
18 following specific provisions are provided to apply to Lot 5A and  
19 the new Lot 5B which was created from the parent parcel.

20 b. Common Boundary Lines Between Lot 5A and the New Lot  
21 5B: It is expressly recognized that the improvements  
22 contemplated for the new Lot 5B were designed prior to the  
23 subdivision of Lot 5 and therefore contemplate a zero lot line

1 development pattern. Notwithstanding anything to the contrary  
2 contained herein or in the City of DeLand Land Development  
3 Regulations, the common boundaries between Lot 5A and the new  
4 Lot 5B shall require no buffering, setbacks, building separation or  
5 vehicle use separation. The retail construction to be located on the  
6 new Lot 5A/ Lot 5B boundary shall be permitted to be constructed  
7 upon that boundary line.

8 c. Shared Parking Between Lot 5A and the New Lot 5B: It is  
9 expressly recognized that the improvements contemplated for the  
10 new Lot 5B were designed prior to the subdivision of Lot 5  
11 and therefore contemplated that parking for the new Lot B  
12 would be accommodated by the parking in place on Lot 5.  
13 Notwithstanding anything to the contrary contained herein or in the  
14 City of DeLand Land Development Regulations, it is expressly  
15 recognized that the parking requirements for the new Lot 5B shall  
16 be contained within Lot 5B. Lots 5A and 5B are in common  
17 ownership as of the execution of this First Amended and Restated  
18 Planned Development Agreement. Prior to the current owner of  
19 Lots 5A and 5B conveying one of those lots to a third party such  
20 that the common ownership of Lots 5A and 5B ceases, a shared  
21 parking access agreement or other appropriate agreement  
22 providing for shared parking to meet the parking requirements for

1 the development on Lots 5A and 5B shall be recorded in the Public  
2 Records of Volusia County, Florida.

3 **F. Environmental Considerations.**

- 4 1. The development shall comply with the requirements for preservation of  
5 environmental resources as set forth in the Land Development Regulations  
6 Ordinance No 2013-11, as amended. The development has been laid out  
7 in a manner to best accommodate the existing topography and drainage.  
8 However, the actual location and layout of the developed areas within the  
9 CPD property shall be determined during subdivision review.
- 10 2. Tree Protection Areas are identified in Exhibit "B" and this development,  
11 along with the residential development project being developed to the east,  
12 shall satisfy the requirement to preserve at least 15% of the total project  
13 area within the Tree Protection Areas. Of the required 15%,  
14 approximately 2.5% will be located within this commercial development  
15 project and approximately 12.5% will be located within the adjacent  
16 residential development project. The Tree Protection Areas located within  
17 the commercial development are located so that they will remain under the  
18 control and maintenance of the POA(s) servicing the commercial  
19 developments. In the event that passive pathways or other limited  
20 amenities are provided with the Tree Protection Area with the approval of  
21 City Staff during subdivision, it is understood that said pathways shall not  
22 count toward the total Tree Protection Area calculations. Gaps of  
23 sufficient width shall be provided through the Tree Protection Areas to

1 allow for access between public rights of way and the various stormwater  
2 retention areas in order to service and maintain said areas. Clearance of  
3 the underbrush within the Tree Protection Areas shall be permitted as  
4 necessary to protect the public health, safety and welfare.

5 3. For the development of this project and the adjacent residential project,  
6 Laurel Oaks shall not be considered, for the purpose of calculating tree  
7 replacement and preservation, as specimen or historic trees.

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

16 **G. Sewage Disposal, Potable and Reclaimed Water.** Provision for sewage  
17 disposal and potable water needs of the CPD will be provided in accordance with the  
18 Comprehensive Plan, Ordinance No.1990-04, as amended, the Land Development Regulations  
19 Ordinance No. 2013-11, as amended, and State of Florida Administrative Code 64E-6.  
20 Irrigation wells, individual or otherwise, shall not be permitted in the PD.

21 **H. Stormwater Drainage.** Provision for stormwater retention shall be in accordance  
22 with the Land Development Regulations Ordinance No. 2013-11, as amended. Wherever

1 practical, mitigation of historic flooding conditions and drainage problems shall be addressed by  
2 the Developer.

3 **I. Access and Transportation System Improvements.** All access and  
4 transportation system improvements shall be provided in accordance with the Land Development  
5 Regulations, Ord. 2013-11, as amended. Where appropriate, permitting will be required by  
6 Volusia County and the Florida Department of Transportation ("FDOT") with said agencies  
7 retaining final authority to review and approve the relevant necessary improvements. The parcel  
8 shall be developed in substantial accordance with the following access and transportation system  
9 improvements:

10 1. Planned Access Points.

- 11 a. *South Woodland Boulevard (U.S. 17-92)* - The Development Plan  
12 Map shows one primary point of ingress and egress to the property  
13 from South Woodland Boulevard. The intersection of Golf Club  
14 Drive with South Woodland Boulevard has been reconstructed and  
15 now includes Fenway Drive, an east west right-of-way.  
16 Signalization at this location is not being requested at this time, but  
17 a signal may be considered in the future pending the application,  
18 review and approval of signal warrant by the City, County and  
19 State as required by law. Fenway Drive is a public right-of-way  
20 until it reaches the roundabout. The alignment of this right-of-way  
21 must connect to the median opening on US 17-92 to the main spine  
22 road for the residential development to the east in a linear fashion  
23 with minimal horizontal curvature. This right-of-way, which is

1 between 60 feet and 80 feet in width, shall be maintained by the  
2 City as it will provide access for the proposed residential  
3 development to the east. An additional right-in, right-out  
4 services the outparcels along South Woodland Boulevard, south of  
5 the right-of-way, as approved by FDOT.

6 b. *Orange Camp Road* - Orange Camp Road is a Volusia County  
7 facility. Access to Orange Camp Road is provided at two points,  
8 as illustrated on the CDP Plan.

9 2. Transportation System Improvements. Transportation System  
10 Improvements will be provided as required by the permitting agencies.

11 3. Sidewalks. In commercial neighborhoods, sidewalks must be installed on  
12 each side of the street. Street trees and furniture may be located adjacent to the sidewalk area. If  
13 installed, any street trees and furniture shall remain the responsibility of the POA servicing the  
14 area in which they are located. The individual placement of sidewalks within the development  
15 will be reviewed concurrently with the processing of subdivision plans preparatory to platting or  
16 final site plans. Handicap access shall be provided on all approaches at all intersections and at  
17 all pedestrian crossing areas. Sidewalks will be provided to connect to the adjacent residential  
18 neighborhood.

19 4. Street Lighting. Lighting standards for the development will be  
20 established that meet the City's minimum standards for distance between lighting standards and  
21 the amount of light emitted. Detailed street lighting plans will be submitted as part of the platting  
22 process. Maintenance and operation of the lighting facilities will be handled by the POA  
23 servicing the area in question.

1           5.     Street Furnishings. Benches, trash receptacles, and other street furnishings  
2 may be provided throughout the CPD and will be maintained by a property owners association.

3           6.     Transit Service. Access to transit services will be provided in  
4 coordination with Votran and may include a bus stop constructed by the Developer along the  
5 right-of-way or within the interior of the Commercial Area. Votran and City approval of  
6 location and design shall be confirmed prior to site plan for the major commercial tenant. If  
7 necessary, the bus stop may be located within the Tree Protection Area. However, the footprint  
8 of the bus stop shall be removed from the calculation for the Tree Protection Area.

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

14           8.     Maintenance. The Property Owners Association(s) shall be responsible for  
15 the maintenance of all trails and sidewalks located on private property, and all median  
16 landscaping, street trees, street furniture, and street lighting.

17           **J.     Internal Roadways.** Internal roadways have already been constructed as of the  
18 execution of this First Amended and Restated Planned Development Agreement, and are  
19 generally depicted on the attached Exhibit “B”.

20           **K.     Building or Property Owners Association.** A Property Owners Association has  
21 been established to manage and maintain common elements of the CPD and to enforce private  
22 agreements, covenants, easements or restrictions established as part of the CPD.

1           With respect to the enforcement of said agreements, covenants, easements or restrictions  
2 entered into between the applicant and the owners or occupiers of property within the CPD, the  
3 City of DeLand shall only enforce the provisions of the "First Amended and Restated Planned  
4 Development Agreement" and City of DeLand Land Development Regulations Ordinance No.  
5 2013-11, as amended, whichever is applicable, and not the private agreements entered into  
6 between the aforementioned parties.

7           **L.    Modifications and Amendments.** Minor modifications to this CPD Plan may be  
8 approved by the City Staff to accommodate issues that arise during the platting or site plan  
9 process so long as the modification does not add a new use nor increases the density or intensity  
10 permitted by the CPD Plan. Any proposed increase to the allowable density, intensity or uses  
11 authorized by this CPD Plan shall require an amendment to the CPD Plan, which shall be  
12 processed by the City in the same manner as this rezoning.

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

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

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

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WITNESSES:

TKG DELAND, LLC, A Missouri limited liability company

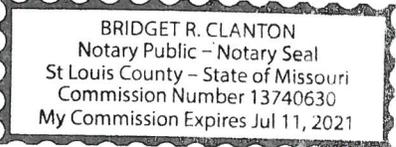
*Bridget Clanton*  
Name  
BRIDGET CLANTON

By: *Boel Jnen*  
Print: Rodney Jones  
Title: Authorized Agent

Print Name  
*Linda Szweda*  
Name  
LINDA SZWEDA  
Print Name

STATE OF MISSOURI  
COUNTY OF ST. LOUIS

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of March, 2019 by -  
Rodney Jones as Authorized Agent of TKG DELAND, LLC, A Missouri limited liability company, who is personally known to me or who has produced \_\_\_\_\_ as identification.



NOTARY PUBLIC, STATE OF MISSOURI

*Bridget R Clanton*  
Type or Print Name: Bridget R Clanton  
Commission No.: 13740630  
My Commission Expires: 7-11-21

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WITNESSES:

TKG DELAND PERM, LLC, A Delaware limited liability company

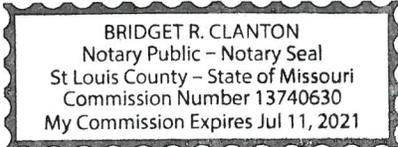
*Bridget Clanton*  
Name  
BRIDGET CLANTON

By: *Rodney Jones*  
Print: Rodney Jones  
Title: Authorized Agent

Print Name  
*Linda Sweda*  
Name  
LINDA SWEDA  
Print Name

STATE OF MISSOURI  
COUNTY OF ST. LOUIS

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of March, 2019 by -  
Rodney Jones as Authorized Agent of TKG DELAND PERM, LLC, A Delaware limited liability company, who is personally known to me or who has produced \_\_\_\_\_ as identification.



NOTARY PUBLIC, STATE OF MISSOURI  
*Bridget Clanton*  
Type or Print Name: Bridget R. Clanton  
Commission No.: 13740630  
My Commission Expires: 7-11-21

Exhibit "A"  
Legal Description

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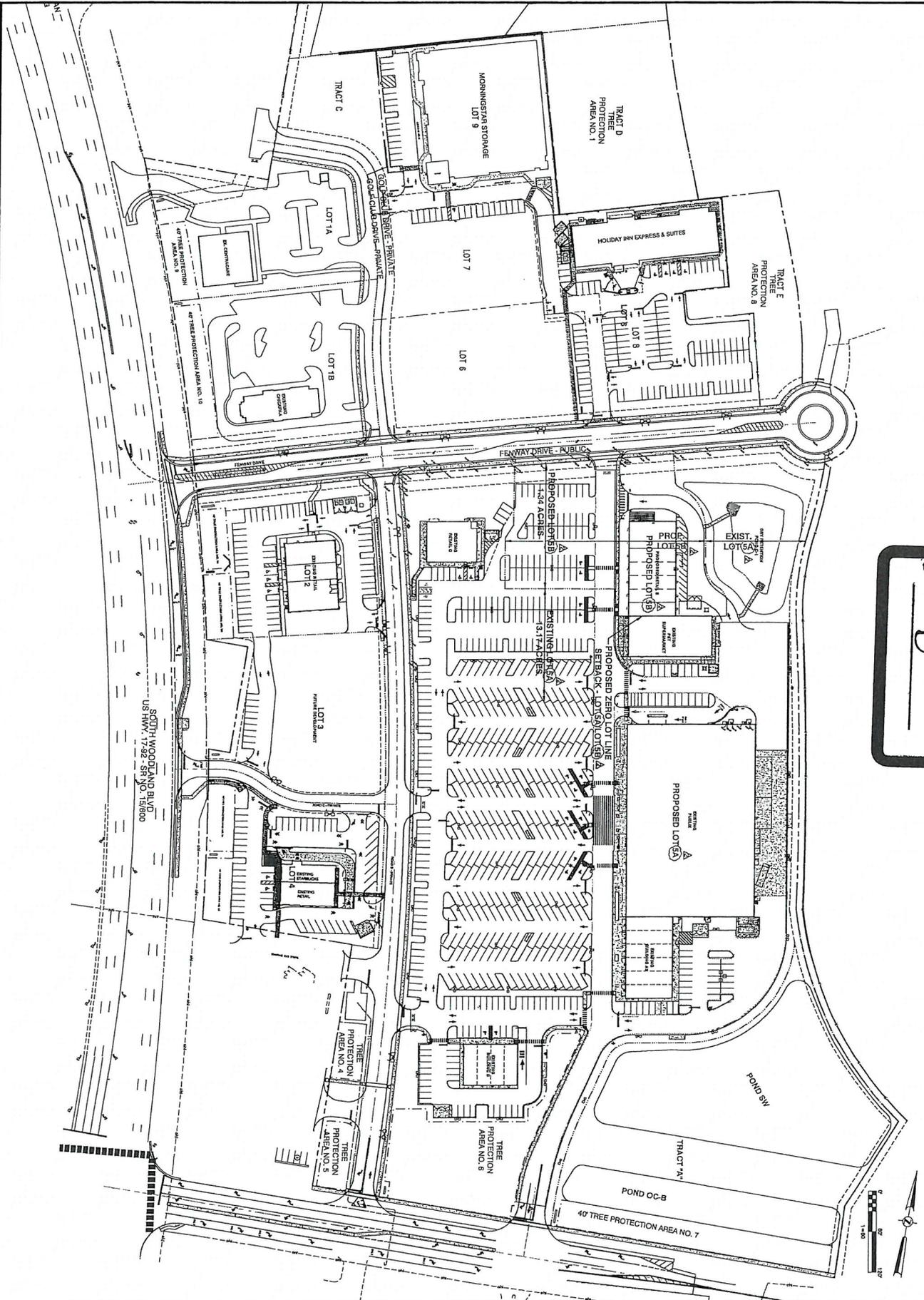
Legal Description

All property located within and subject to the Country Club Corners Plat, recorded at Plat Book 56, Page 159, Public Records of Volusia County, Florida, the Country Club Corners Lot 6 Replat, recorded at Plat Book 59, Page 112, Public Records of Volusia County, Florida, and the Country Club Corners Lot 5 Replat, recorded at Plat Book \_\_\_\_, Page \_\_\_\_, Public Records of Volusia County, Florida.

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Exhibit "B"  
CPD Plan

THESE PLANS MAY NOT BE COPIED, REPRODUCED OR REPRODUCED WITHOUT WRITTEN PERMISSION FROM AVID GROUP. COPYRIGHT 2013



tabbles<sup>®</sup>

**EXHIBIT**

**B**

01

**COUNTRY CLUB CORNERS**  
 DELAND, FLORIDA  
**LOT 5 REPLAT & ZONING**  
**AMENDMENT EXHIBIT**

**TKG DELAND, LLC**

**AVID GROUP<sup>®</sup>**

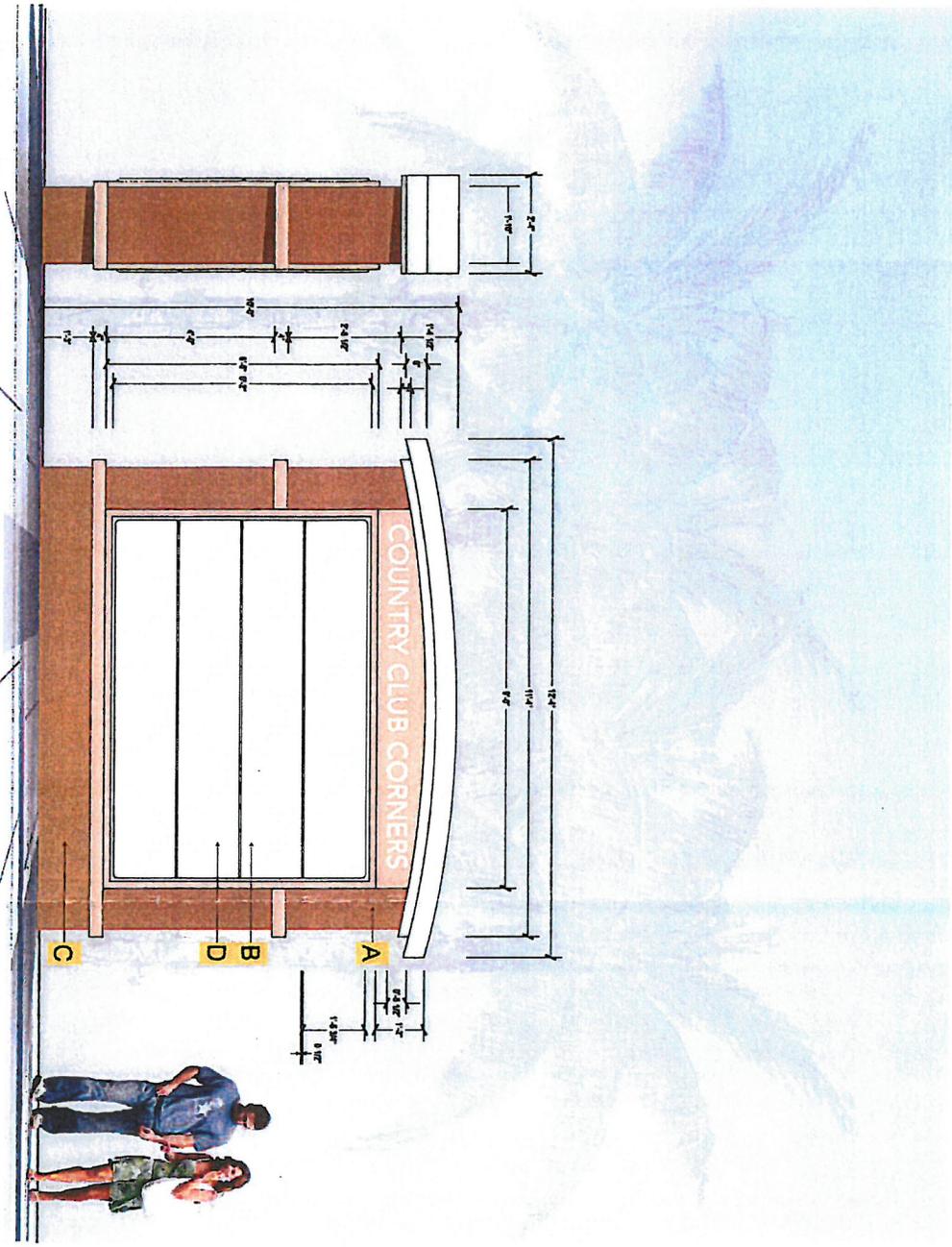
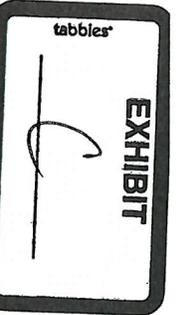
CIVIL ENGINEERING 605 S. ROBINSON ST. STE 240  
 LAND PLANNING ORLANDO, FLORIDA 32801  
 TRAFFIC TRANSPORTATION SURVEYING GIS  
 PHONE (407) 248-8305  
 AVIDGROUP.COM

11	NOT VALID WITHOUT ORIGINAL SIGNATURE OF A REGISTERED PROFESSIONAL AVID GROUP'S COA IN LA 1744		
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FILE NO.	2982-002-05		
DATE	11-19-2018		
NO.	1	DATE	
		UPDATE LOTS 1A, 1B, & 3 PER TKG COMMENTS	PKWT
		DESCRIPTION	BY

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Exhibit "C"  
Example of Sign Design to Be Considered  
For Reference Only



Proposed D/F Illuminated Monument Sign Identity Display

Scale: 1/2" = 1'-0"

- A** Monument sign to be from all aluminum skin and frame construction and finished in provided shopping center program colors. Center identity will be from push thru acrylic copy.
  - B** Primary display face to be from .177" white acrylic SG with a pan formed edge and debossed 1/2" lines separating face areas, embossed copy and 3M vinyls applied 1st surface.
  - C** Base to be from all aluminum construction with a fine synthetic stucco finish as determined by the client.
  - D** Monument sign illumination will be internal from D/HO fluorescent lamps and energy efficient ballasts.
- All artwork and colors to conform to client provided programs.

**Color Program**

- SW #7718 Oak Creek - Fine Stucco
- SW #6117 Smokey Topaz - Fine Stucco
- SW #2859 Beige
- SW #7102 White Flour

**THOMAS**  
SIGN & AWNING CO INC  
4590 118TH AVENUE NORTH  
CLEARWATER, FLORIDA 33762  
800-526-3325  
www.thomassign.com

Country Club Corners - Lot 4  
Design Number: 35595 F REND MS REV  
Installation Address:  
Hwy. 17-92 & Orange Camp Rd.  
Deland, FL  
Project Identity Number:

PAUL TAYLOR | FT  
SJD | 11-17-12

3M™ MGS™ Warranty  
Project Updates:  
01/12/18 LCM Revised MS + PAC

Approved  
DATE: \_\_\_\_\_  
 Approved as noted  
DATE: \_\_\_\_\_  
 Review & Re-Submit  
DATE: \_\_\_\_\_

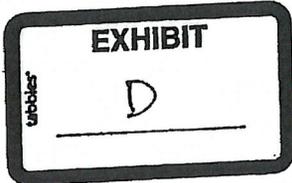
The lighting, electrical, plumbing and mechanical specifications are subject to change without notice and are to be coordinated with the applicable code and any other applicable code. The manufacturer's instructions for the product of Thomas Sign & Awning Co. shall prevail.

1 | 1 OF 1

L:\01-17-12\171212\171212.dwg  
Rev: 01/12/18

Exhibit "D"

November 7, 2016 letter signed and executed by James S. Morris and Mark A. Watts



William M. Cobb  
(1981-1985)  
Thomas F. Cobb  
(1916-2004)  
W. Warren Cole, Jr.  
C. Allen Walls

# COBB COLE

Attorneys at Law  
Since 1921

Matthew S. Welch  
Kelly Parsons Kwitek  
Michael L. Woods  
Katherine Hurs Miller  
Michael O. Farnsworth  
Melissa B. Murphy  
Patricia R. Masters  
Robert E. Dwyer  
Robert L. Finkle

Harold C. Hubbs  
Scott W. Clehon  
Robert A. Merrell III  
Bruce A. Fanta  
John P. Ferguson  
Thomas J. Leck  
Mark A. Walls  
Hendrick Bond Young  
Anthony M. Kunk

Daytona Beach • DeLand  
351 East New York Avenue  
Suite 200  
DeLand, Florida 32724  
(386) 730-7700  
Fax (386) 708-1849  
CobbCole.com

OF COUNSEL  
Thomas S. Ford  
Lester D. Minick  
Mick Sander Bowyer  
William A. Thomas

RETIREE  
Joy D. Boyd, Jr.  
Rudina Bess Gouillon

November 7, 2016

**VIA EMAIL & HAND DELIVERY**  
jim@jamesmortispa.com

James S. Morris, P.A.  
750 Oak Heights Court, Unit 304  
Port Orange, FL 32127

Re: Country Club Corners PUD  
Substantially Similar Use Determination - Lot 6 ALF/Senior Housing

Dear Jim:

This letter confirms the understanding that was reached between our clients over the past several weeks relative to the above referenced matter scheduled for consideration by the DeLand City Commission at their November 7, 2016 meeting. Thanks to both you and your clients once again for your willingness to work with us on the pending request to the City. I have provided a summary below of the conditions our clients agreed to meet in connection with the potential development of a senior housing development on Lot 6 of the Country Club Corners PUD by Picerne Development Corporation of Florida. We will provide a copy of this letter to the City Commission at tonight's meeting and will incorporate the relevant standards into the pending PUD amendment application.

*Done by 11/10/16  
As per active  
signature set out  
below.*

1. The conditions set out below are material consideration for the agreement, support and consent of the off-site property owners named below in the signature portion of this letter. The conditions set out herein shall be incorporated into the PUD agreement to be pursued by the Developer, Picerne or its successors in interest, and they shall be enforceable by the City of DeLand as a term of the zoning agreement approved by the City of DeLand for the Property.
2. Fencing - Picerne will install a 6 ft black or green vinyl coated chain link fence around the northern and eastern portions of the property. See attached exhibit showing the locations in red. Landscaping will be between the fence and parking with the TPA area on the City Gardens side of the fence.

NOV 10 2016



James S. Morris, P.A.  
November 7, 2016  
Page 2.

3. Lighting - Building lighting, interior and exterior, in addition to complying with the City Code standards referenced below, will be designed and placed so that the source of light (bulb, lumens, tubes, etc.) shall not be visible from the exterior of the site and exterior (to the site) windows placed on the north and eastern exposures of the building shall be tinted to a level of thirty (30%) percent opacity. In addition, Picerne will follow the city lighting guidelines with regard to exterior lighting and all internal light sources visible from the exterior of the building to ensure that no light source exceeds 0.5 foot-candle at the property boundary in accordance with Section 33-94.03(g)(2) of the LDC.

4. Landscaping - Picerne will provide hedge row landscaping utilizing Viburnum within the required landscape buffer. A berm will also be provided in the landscape buffer adjacent to each parking area. The berm will be a minimum of 3' in height and will provide a 2' planting shelf along the top that will be planted with a Viburnum hedge. The hedge row, berm and fence will be maintained to ensure headlights from any parking areas are properly shielded.

5. Construction Type/Building Materials - The development will be built utilizing wood construction with stucco finish in an architectural style similar to Laurel Court located at 450 S Ridgewood Ave, DeLand, FL 32720.

Please let me know if you have any questions or comments. Thank you again.

Sincerely,

Mark A. Watts  
Majuls3Watts@CobbCole.com  
Fax (386) [REDACTED]

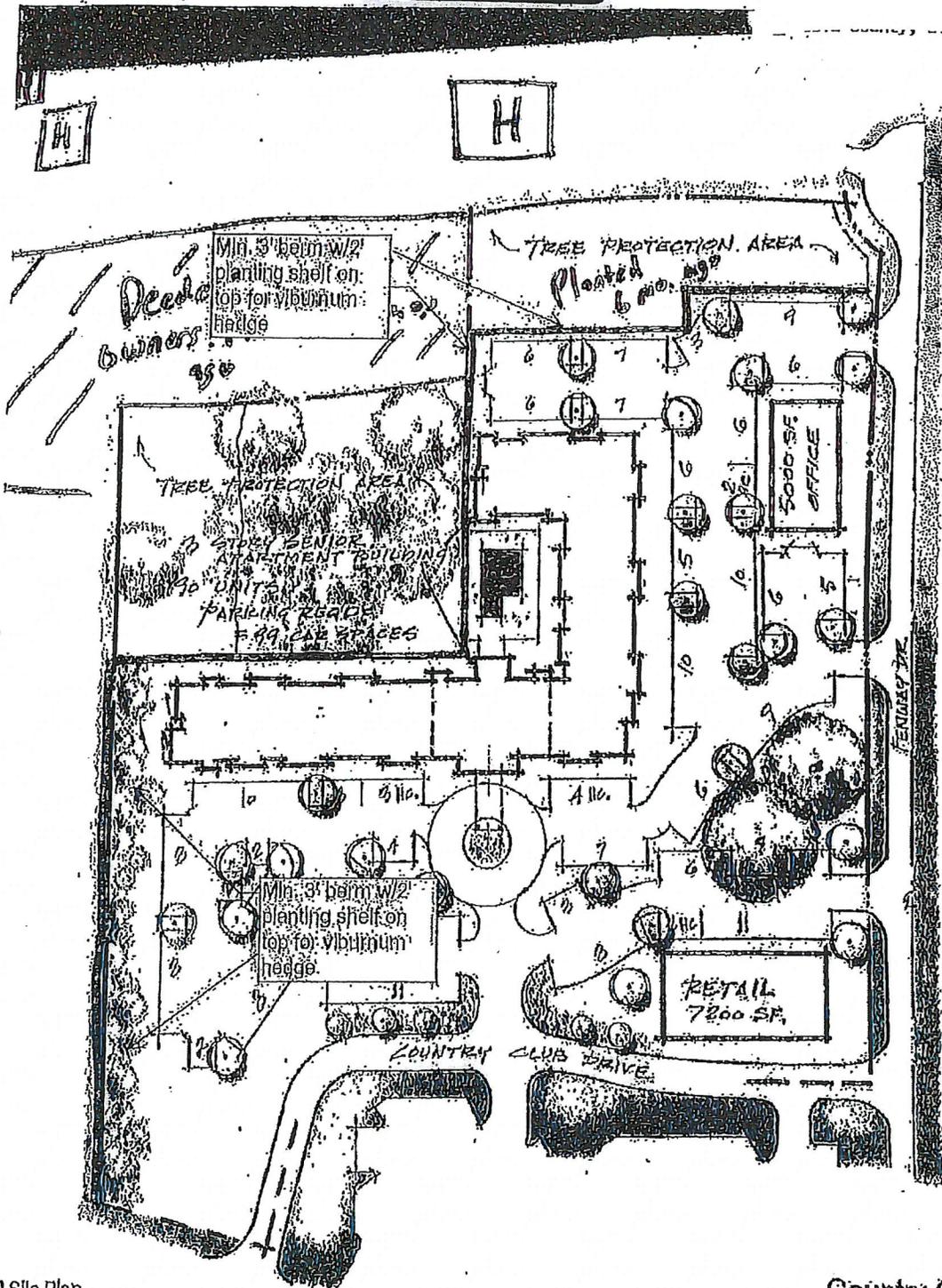
Acknowledged and Accepted  
on behalf of CF Gardens

James S. Morris

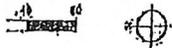
MAW: hwf  
cc: clients

Handwritten notes at bottom right

EXHIBIT  
D



a) Site Plan



Country Club

26 OCT 2016 n.Del.a

Exhibit "E"  
Fence Plan

EXHIBIT  
E

FENCE PLAN

TALMINDS DEVELOPMENT, LLC - DEBAND, FLORIDA

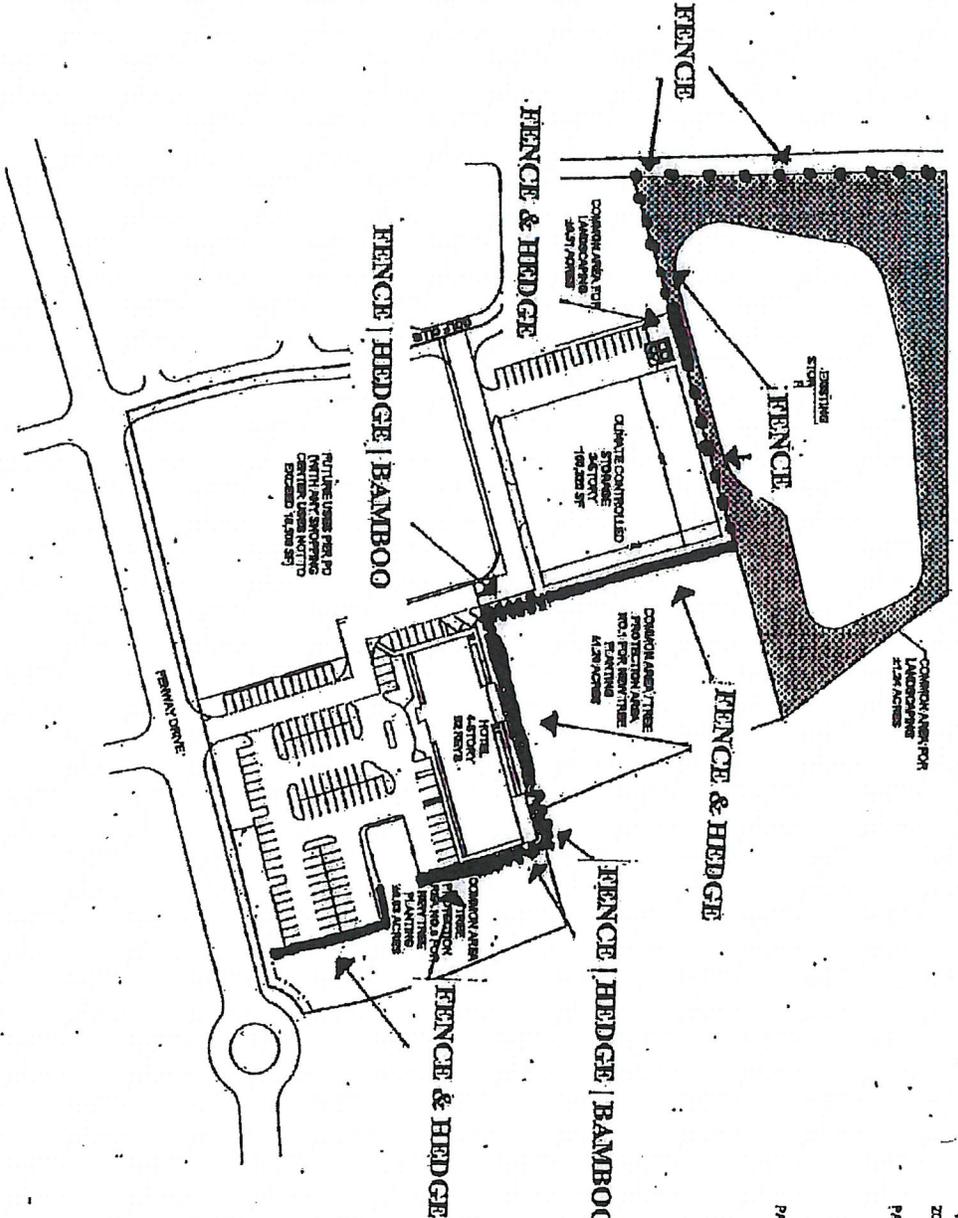
ZONING PD

PARCEL

COMMERCIAL BUILDING	24.19 AC
STORAGE	24.19 AC
LOT	24.19 AC
TRAILER AREA	24.19 AC
TRAILER PROTECTION	24.19 AC
TREE PROTECTION	24.19 AC
TOTAL	24.19 AC

PARKING PROVIDED:

STORAGE	107 SPACES (118 SPACES/AC)
TOTAL	114 SPACES

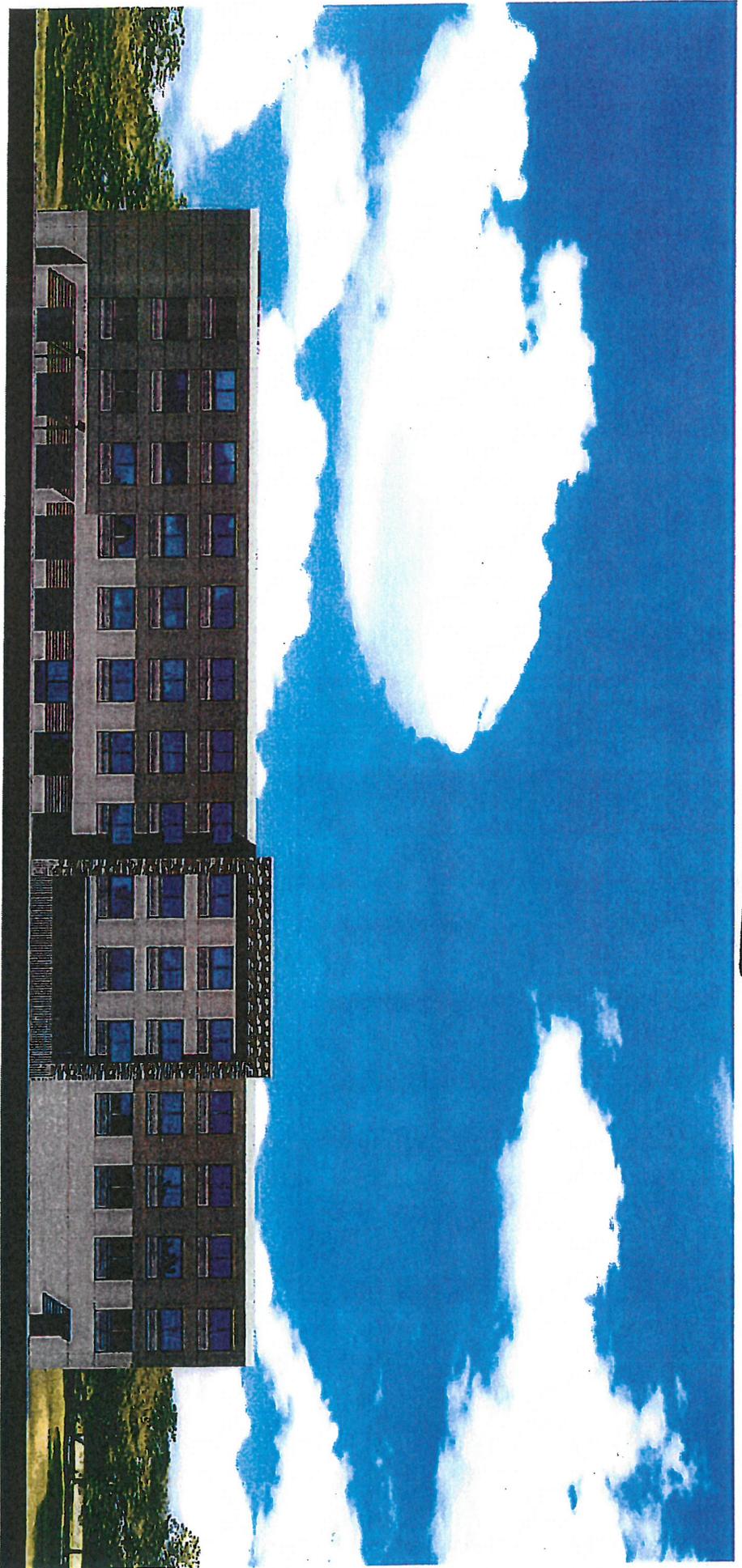


TALMINDS  
DEVELOPMENT, LLC



Kimley» Horn

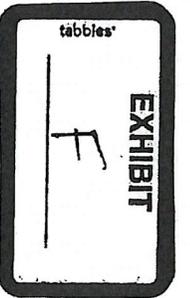
Exhibit "F"  
Hotel Elevations & Colors



Holiday Inn Express & Suites  
City of Deland, FL

North/Rear Elevation

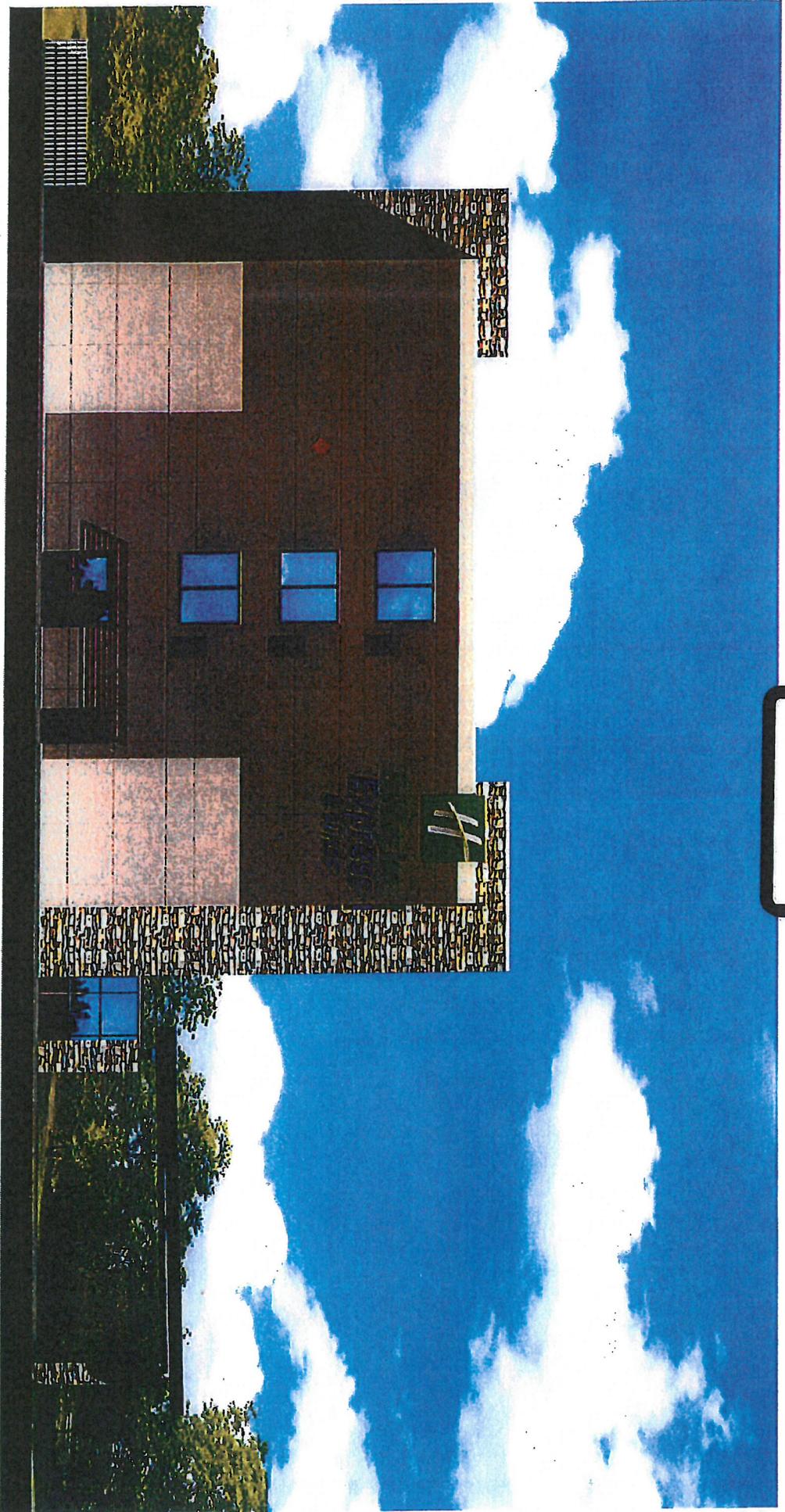
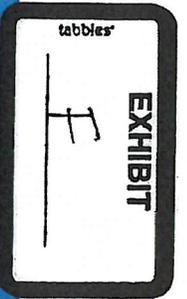
**BRP&H**  
COMMERCIAL ARCHITECTURE  
BUILDING DESIGN AND INTERIORS  
304 / 287 - 4000  
www.brph.com



Holiday Inn Express & Suites  
City of Deland, FL

South/Front Elevation

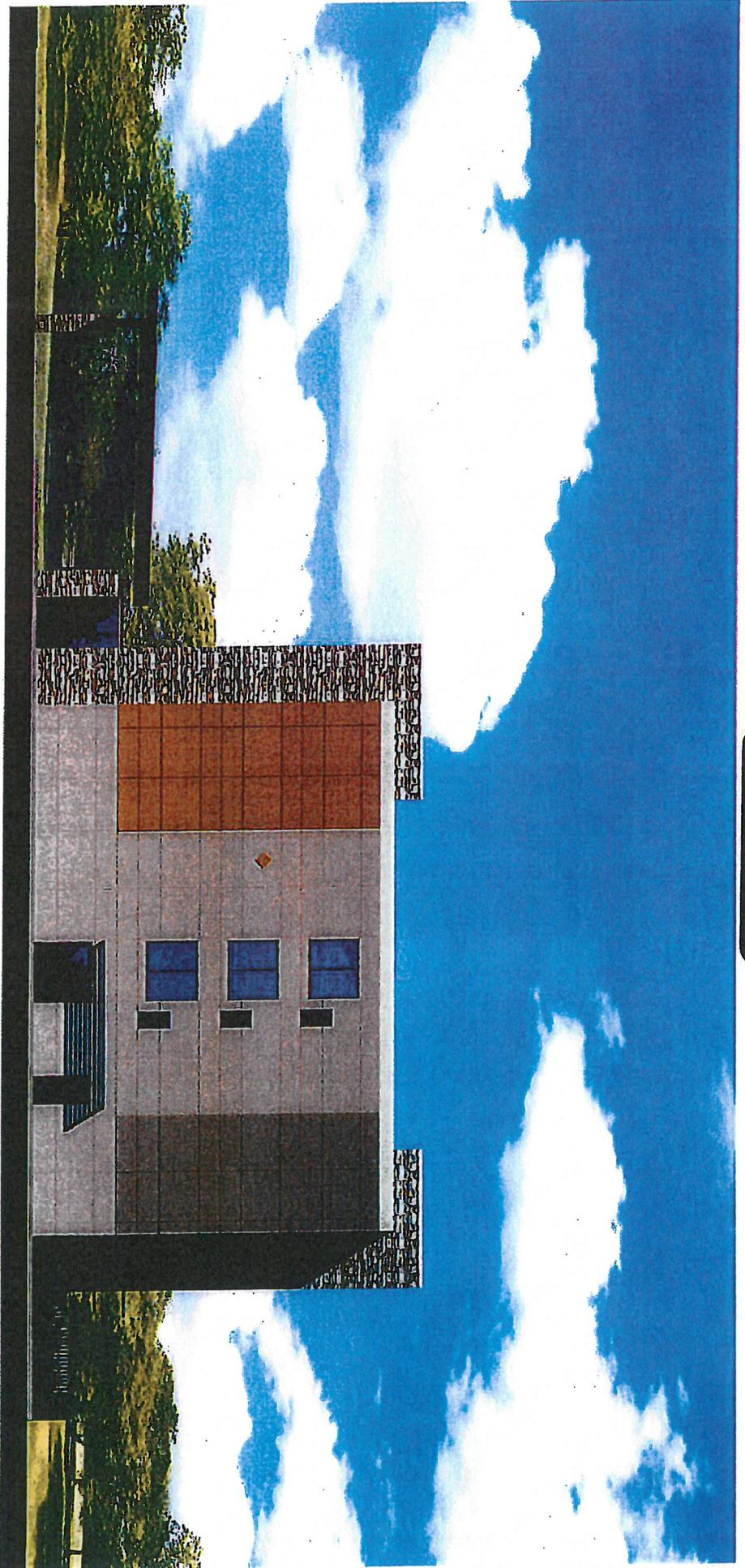
**BRIDGES**  
ARCHITECTURAL ARCHITECTURE  
BUILDING DESIGN AND INTERIORS  
301 / 287 - 4888  
www.bridgesarchitect.com



West Elevation

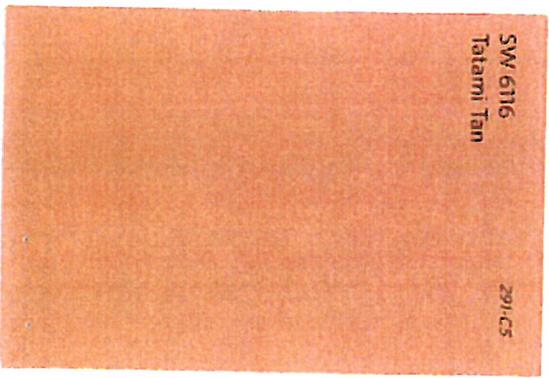
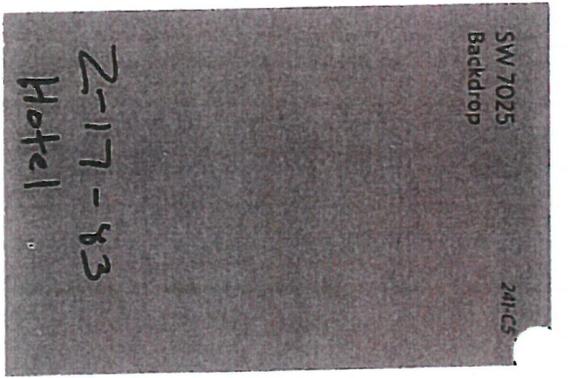
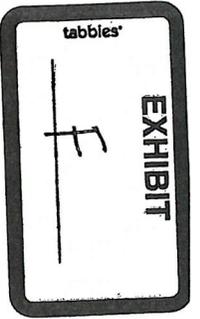
Holiday Inn Express & Suites  
City of Deland, FL

**BRPPE**  
Building Resources  
Project Management  
2001 S. 20th St., Suite 100  
Deland, FL 32117  
www.brppe.com



East Elevation

Holiday Inn Express & Suites  
City of Deland, FL



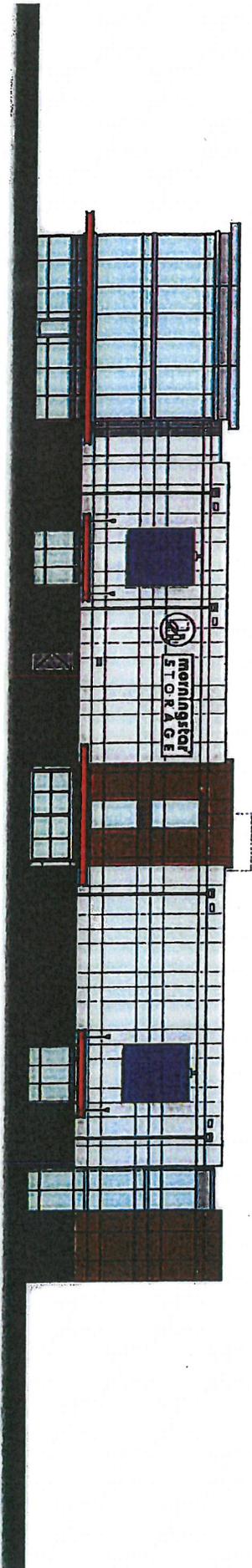
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SW 7036 Accessible Beige 249-C1

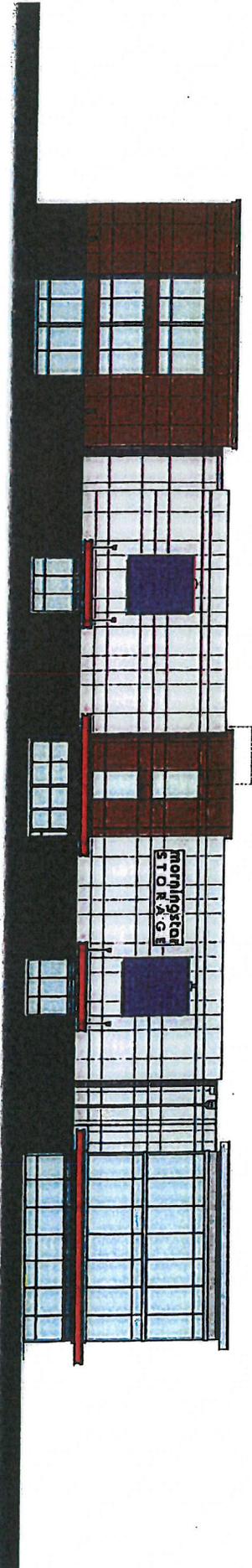
Exhibit "G"  
Storage Elevations & Colors

Exhibit "G"  
Storage Elevations & Colors

tabbles' EXHIBIT 6



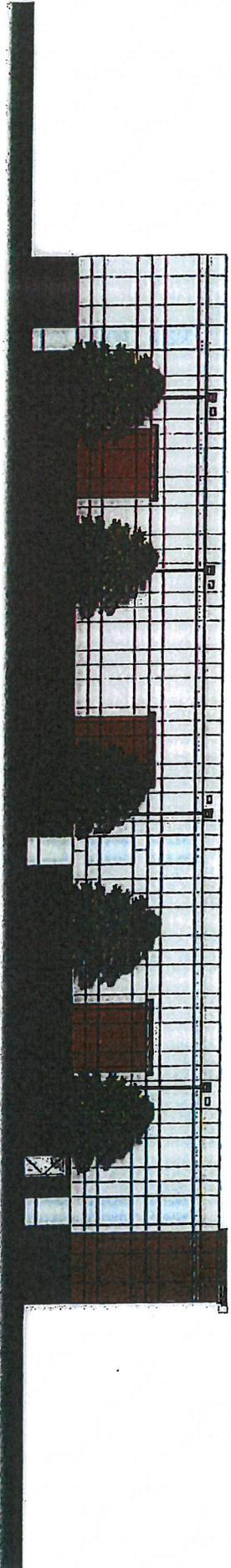
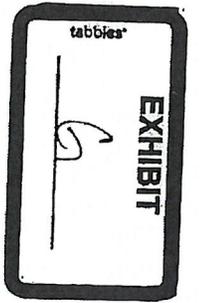
South Elevation



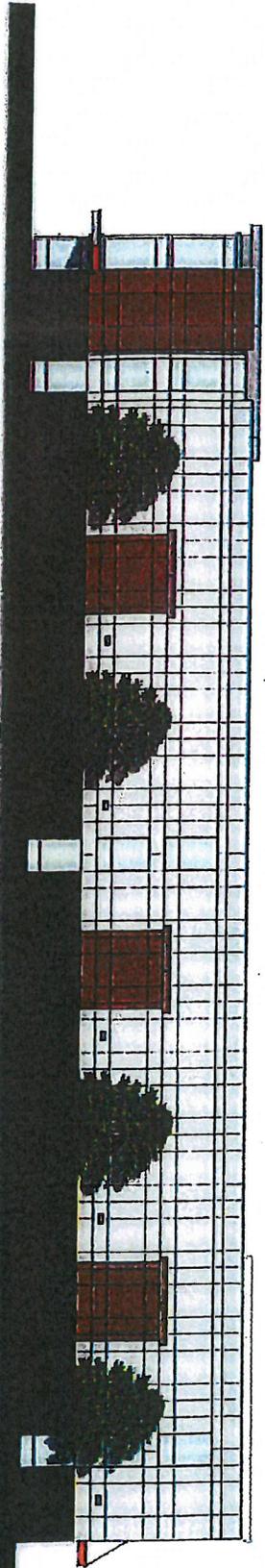
West Elevation

Morningstar Storage  
Deland, Florida





North Elevation



East Elevation

# Morningstar Storage

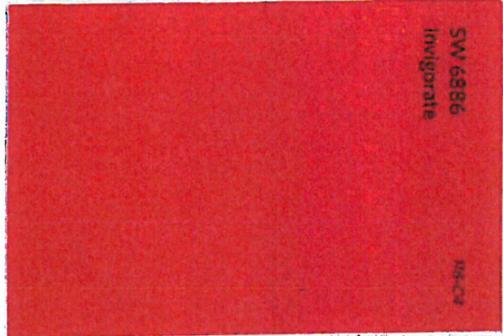
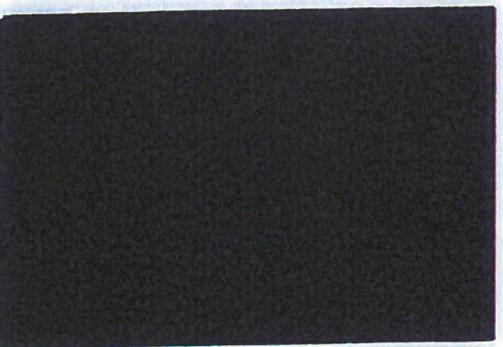
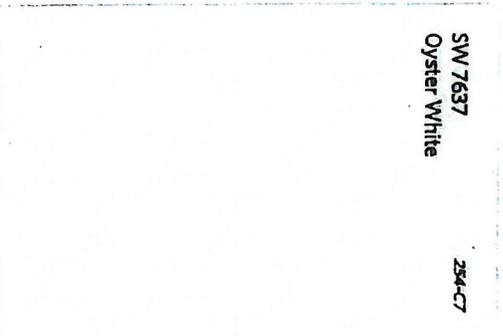
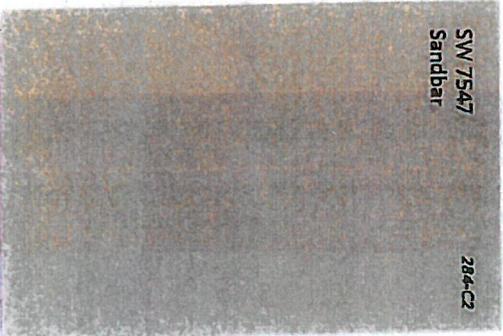
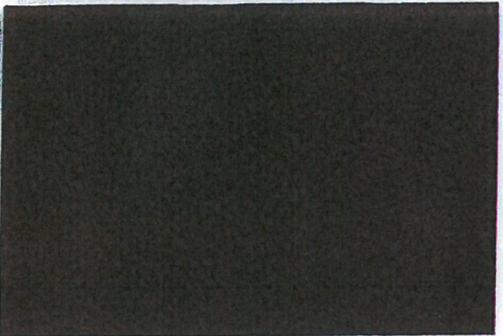
Deland, Florida

07 FEBRUARY 2018

Elevations



tabbies®  
**EXHIBIT**  
A



**Consent and Joinder of  
GANNATH INVESTMENT LLC  
to the FIRST AMENDED AND RESTATED PLANNED DEVELOPMENT  
AGREEMENT FOR COUNTRY CLUB CROSSING**

The undersigned, **GANNATH INVESTMENT LLC**, a Florida Limited Liability Company, is the owner of that particularly property identified as Volusia County Tax Parcel ID # 702820000080 and more particularly described as Lot 8 of the Country Club Corners Lot 6 Replat, recorded at Map Book 59, Page 111-112 of the Public Records of Volusia County, Florida, (the "Gannath Investment Parcel").

The undersigned recognizes that the Gannath Investment Parcel's zoning entitlements have been governed by that certain development agreement originally recorded at Official Records Book 6938, Pages 2156 to 2195 of the Public Records of Volusia County, Florida and subsequently amended by documents recorded at Official Records Book 7132, Pages 321 to 3032 of the Public Records of Volusia County, Florida; Official Records Book 7388, Pages 687 to 701 of the Public Records of Volusia County, Florida; and Official Records Book 7548, Pages 1701 to 1725 of the Public Records of Volusia County, Florida.

The undersigned does hereby join in and consent to the First Amended and Restated Planned Development Agreement for Country Club Crossing, heard and approved by the City Commission of the City of DeLand, Florida at public hearings held on February 18, 2019 and March \_\_\_, 2019 with the understanding that said document does not modify the substantial rights or entitlements of the Gannath Investment Parcel provided for by the documents referenced in the paragraph above.

Executed this 5<sup>th</sup> day of march, 2019.

Witnessed:



Print Name: Shannon Ferner

  
Print Name: Heather Flores

**GANNATH INVESTMENT LLC**

By:

  
Its: Prashant Patel

State of Florida  
County of Volusia

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared Prashant Patel,  
\_\_\_\_\_ of **GANNATH INVESTMENT LLC**, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

5th Witness my hand and official seal in the County of Volusia and State of Florida this  
day of March, 2019.

[SEAL]



Heather Flores

Notary Public

Personally known: \_\_\_\_\_

Produced Identification: Driver's license

Type of Identification: \_\_\_\_\_

**Consent and Joinder of  
UST NET-LEASED PROPERTIES, LLC  
to the FIRST AMENDED AND RESTATED PLANNED DEVELOPMENT  
AGREEMENT FOR COUNTRY CLUB CROSSING**

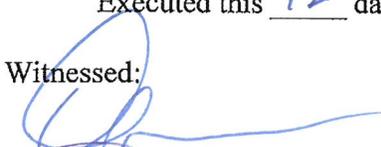
The undersigned, **UST NET-LEASED PROPERTIES, LLC**, a Florida limited liability company, is the owner of that particularly property identified as Volusia County Tax Parcel ID # 702818000010 and more particularly described as Lot 1A of the Country Club Corners subdivision, recorded at Map Book 56, Page 159 of the Public Records of Volusia County, Florida, (the "UST Parcel").

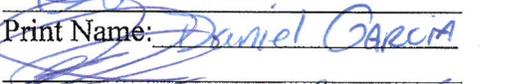
The undersigned recognizes that the UST Parcel's zoning entitlements have been governed by that certain development agreement originally recorded at Official Records Book 6938, Pages 2156 to 2195 of the Public Records of Volusia County, Florida and subsequently amended by documents recorded at Official Records Book 7132, Pages 3021 to 3032 of the Public Records of Volusia County, Florida; Official Records Book 7388, Pages 687 to 701 of the Public Records of Volusia County, Florida; and Official Records Book 7548, Pages 1701 to 1725 of the Public Records of Volusia County, Florida.

The undersigned does hereby join in and consent to the First Amended and Restated Planned Development Agreement for Country Club Crossing, heard and approved by the City Commission of the City of DeLand, Florida at public hearings held on February 18, 2019 and March \_\_\_, 2019 with the understanding that said document does not modify the substantial rights or entitlements of the UST Parcel provided for by the documents referenced in the paragraph above.

Executed this 12<sup>th</sup> day of March, 2019.

Witnessed:

  
Print Name: Daniel Garcia

  
Print Name: Juan Carlos Gomez

**UST NET-LEASED PROPERTIES, LLC**

By: \_\_\_\_\_

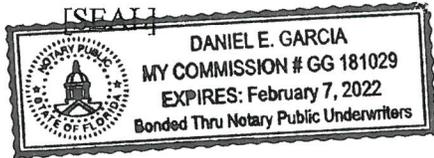
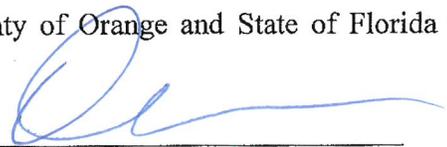
Printed Name: Raul Socarras

Its: Manager

State of Florida  
County of Orange

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared Raul Socarras, Manager of **UST NET-LEASED PROPERTIES, LLC**, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

12th Witness my hand and official seal in the County of Orange and State of Florida this day of March, 2019.



Notary Public \_\_\_\_\_  
Personally known: X \_\_\_\_\_  
Produced Identification: \_\_\_\_\_  
Type of Identification: \_\_\_\_\_

**Consent and Joinder of  
MSC DELAND LLC  
to the FIRST AMENDED AND RESTATED PLANNED DEVELOPMENT  
AGREEMENT FOR COUNTRY CLUB CROSSING**

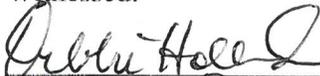
The undersigned, **MSC DELAND LLC**, a Delaware Limited Liability Company, is the owner of that particularly property identified as Volusia County Tax Parcel ID # 702820000090 and more particularly described as Lot 9 of the Country Club Corners Lot 6 Replat, recorded at Map Book 59, Page 111-112 of the Public Records of Volusia County, Florida, (the "MSC DeLand Parcel").

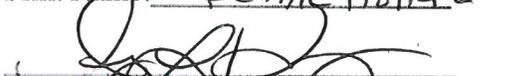
The undersigned recognizes that the MSC DeLand Parcel's zoning entitlements have been governed by that certain development agreement originally recorded at Official Records Book 6938, Pages 2156 to 2195 of the Public Records of Volusia County, Florida and subsequently amended by documents recorded at Official Records Book 7132, Pages 321 to 3032 of the Public Records of Volusia County, Florida; Official Records Book 7388, Pages 687 to 701 of the Public Records of Volusia County, Florida; and Official Records Book 7548, Pages 1701 to 1725 of the Public Records of Volusia County, Florida.

The undersigned does hereby join in and consent to the First Amended and Restated Planned Development Agreement for Country Club Crossing, heard and approved by the City Commission of the City of DeLand, Florida at public hearings held on February 18, 2019 and March \_\_, 2019 with the understanding that said document does not modify the substantial rights or entitlements of the MSC DeLand Parcel provided for by the documents referenced in the paragraph above.

Executed this 21 day of March, 2019.

Witnessed:

  
Print Name: Debbie Holland

  
Print Name: Amy Konecny

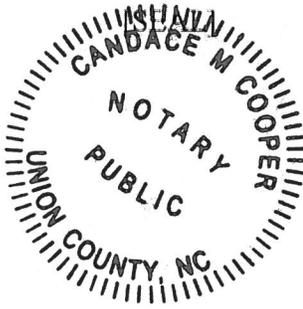
**MSC DELAND LLC**

By:   
Its: CEO

State of Florida  
County of Volusia

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared Wesley G Carter,  
CEO of **MSC DELAND LLC**, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of Union n.c and State of ~~Florida~~ this  
21 day of March, 2019.



Candace M. Cooper

Notary Public

Personally known: ✓

Produced Identification: \_\_\_\_\_

Type of Identification: \_\_\_\_\_

**RESOLUTIONS BY THE MEMBERS  
OF TKG DELAND, LLC,  
A MISSOURI LIMITED LIABILITY COMPANY**

**Date: February 22, 2019**

**RECITALS:**

WHEREAS, TKG Deland, LLC, a Missouri limited liability company (the "Company") owns land in Deland, Florida, that constitutes a portion of the land commonly known as the Country Club Corners shopping center (the "Land"); and

WHEREAS, the Company desires to continue to develop the Land and construct and/or lease retail buildings and related facilities on the Land (the "Project"), all in accordance with the budget previously or hereafter approved by the Company (as amended from time to time in accordance with the Company's Operating Agreement, the "Budget"); and

WHEREAS, the Company desires to authorize Rodney K. Jones to execute certain agreements and documents on behalf of the Company without the signature of the Manager of the Company;

NOW, THEREFORE, the undersigned, constituting all the members (collectively, whether one or more, the "Members") of the Company, does adopt the following resolutions:

**RESOLVED:** That the Members of the Company hereby authorize Rodney K. Jones to acknowledge, negotiate, execute, and deliver, on behalf of the Company, engineering, architectural, land clearing, land grading, fill removal or addition, and related service contracts (collectively, the "Project Contracts"), including any and all sub-contractor contracts related thereto, and all other documents as may be necessary and desirable regarding the contemplated improvements for the Land, provided, in each case, that the value of each Project Contract and the expenditure or proposed expenditure contemplated therein does not exceed the amount allocated for such expenditure in the Budget.

**FURTHER RESOLVED:** That the Members of the Company hereby authorize Rodney K. Jones to negotiate, execute on behalf of the Company, acknowledge, and deliver various plats, development agreements, easements, and easement agreements in favor of municipalities, and utility companies, cable television companies, water distribution companies or municipal organizations, wastewater collection companies or municipal organizations, internet provider companies, and other persons and entities, all as may be necessary to obtain development approvals and plat approvals for the Land and the Project, provided, in each case, that any expenditure or proposed expenditure required or necessitated by such agreement or approval does not exceed the amount allocated for such expenditure in the Budget.

**FURTHER RESOLVED:** That the Members of the Company hereby authorize Rodney K. Jones to execute on behalf of the Company, acknowledge, and deliver

construction agreements concerning horizontal and vertical improvements to be constructed on the Land where the payment is a Stipulated Sum (collectively the "Construction Contracts" and individually a "Construction Contract"), all related sub-contractor agreements, and all such documents and to do such other acts and things as may be necessary or desirable for the development of the Project, provided, in each case, that the value of each Construction Contract and the expenditure or proposed expenditure contemplated therein does not exceed the amount allocated for such expenditure in the Budget.

**FURTHER RESOLVED:** That the Members of the Company hereby authorize Rodney K. Jones to negotiate, execute on behalf of the Company, acknowledge, and deliver, on behalf of the Company any and all documents necessary to obtain the required or necessary permits and approvals for development of the Land, provided, in each case, that any expenditure or proposed expenditure required or necessitated by such permit or approval does not exceed the amount allocated for such expenditure in the Budget.

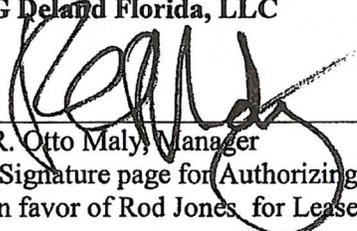
**FURTHER RESOLVED:** That the Members of the Company hereby authorize Rodney K. Jones to acknowledge, negotiate, execute, and deliver, on behalf of the Company, lease agreements (and any related ancillary and incidental agreements, instruments, and documents) with tenants for retail space at and a part of the Project (the "Lease Agreements"), provided each Lease Agreement satisfies the following conditions: (i) is with a tenant consistent with the ownership and operation of a Class A and first-class retail shopping center and otherwise consistent with the existing tenant mix; (ii) permits only a use of the Project that complies with all use restrictions and covenants applicable to the Property; (iii) is with a tenant with a reputation and credit-worthiness reasonably commensurate with the amount of space to be leased and the financial obligations under the applicable Lease Agreement; (iv) has an initial term of at least 3 years; (v) the initial base rent must be equal or greater than the then-prevailing rents for the Project with annual escalations consistent with comparable leased premises at the Project or with the general retail leasing market in which the Project is located; (vi) requires the tenant to pay a proportionate share of all operating expenses payable with respect to the Project; and (vii) is for premises comprised of 5,000 square feet or less.

**FURTHER RESOLVED:** That the Company hereby ratifies and confirms all prior acts undertaken by Rodney K. Jones to negotiate, execute, and deliver, on behalf of the Company, any and all Lease Agreements, and such other related contracts and agreements concerning the Lease Agreements which were done in furtherance of the transactions contemplated by these resolutions.

These resolutions are adopted by the Members of the Company to be effective as of the date first written above.

**TKG Deland Florida, LLC**

By: \_\_\_\_\_

  
R. Otto Maly, Manager

[Signature page for Authorizing Resolutions  
in favor of Rod Jones for Lease-up and Development]

**Tailwinds Deland CC, LLC**

By: \_\_\_\_\_

  
Rodney Jones, a Manager

By: \_\_\_\_\_

James T. Gendreau, a Manager

*[signature page to TKG Deland, LLC - Authorizing Resolutions in favor of Rod Jones]*

**RESOLUTIONS BY THE MEMBER  
OF TKG DELAND PERM, LLC,  
A DELAWARE LIMITED LIABILITY COMPANY**

**Date: February 22, 2019**

**RECITALS:**

WHEREAS, TKG Deland Perm, LLC, a Delaware limited liability company (the "Company") owns land in Deland, Florida, commonly known as the Country Club Corners shopping center (the "Land"); and

WHEREAS, the Company desires to continue to develop the Land and construct and/or lease retail buildings and related facilities on the Land (the "Project"), all in accordance with the budget previously or hereafter approved by the Company (as amended from time to time in accordance with the Company's Operating Agreement, the "Budget"); and

WHEREAS, the Company desires to authorize Rodney K. Jones to execute certain agreements and documents on behalf of the Company without the signature of the Manager of the Company;

NOW, THEREFORE, the undersigned, constituting the sole member (the "Member") of the Company, does adopt the following resolutions:

**RESOLVED:** That the Member of the Company hereby authorizes Rodney K. Jones to acknowledge, negotiate, execute, and deliver, on behalf of the Company, engineering, architectural, land clearing, land grading, fill removal or addition, and related service contracts (collectively, the "Project Contracts"), including any and all sub-contractor contracts related thereto, and all other documents as may be necessary and desirable regarding the contemplated improvements for the Land, provided, in each case, that the value of each Project Contract and the expenditure or proposed expenditure contemplated therein does not exceed the amount allocated for such expenditure in the Budget.

**FURTHER RESOLVED:** That the Member of the Company hereby authorizes Rodney K. Jones to negotiate, execute on behalf of the Company, acknowledge, and deliver various plats, development agreements, easements, and easement agreements in favor of municipalities, and utility companies, cable television companies, water distribution companies or municipal organizations, wastewater collection companies or municipal organizations, internet provider companies, and other persons and entities, all as may be necessary to obtain development approvals and plat approvals for the Land and the Project, provided, in each case, that any expenditure or proposed expenditure required or necessitated by such agreement or approval does not exceed the amount allocated for such expenditure in the Budget.

**FURTHER RESOLVED:** That the Member of the Company hereby authorizes Rodney K. Jones to execute on behalf of the Company, acknowledge, and deliver

construction agreements concerning horizontal and vertical improvements to be constructed on the Land where the payment is a Stipulated Sum (collectively the “Construction Contracts” and individually a “Construction Contract”), all related sub-contractor agreements, and all such documents and to do such other acts and things as may be necessary or desirable for the development of the Project, provided, in each case, that the value of each Construction Contract and the expenditure or proposed expenditure contemplated therein does not exceed the amount allocated for such expenditure in the Budget.

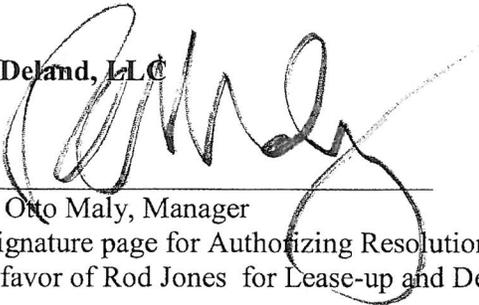
**FURTHER RESOLVED:** That the Member of the Company hereby authorizes Rodney K. Jones to negotiate, execute on behalf of the Company, acknowledge, and deliver, on behalf of the Company any and all documents necessary to obtain the required or necessary permits and approvals for development of the Land, provided, in each case, that any expenditure or proposed expenditure required or necessitated by such permit or approval does not exceed the amount allocated for such expenditure in the Budget.

**FURTHER RESOLVED:** That the Member of the Company hereby authorizes Rodney K. Jones to acknowledge, negotiate, execute, and deliver, on behalf of the Company, lease agreements (and any related ancillary and incidental agreements, instruments, and documents) with tenants for retail space at and a part of the Project (the “Lease Agreements”), provided each Lease Agreement satisfies the following conditions: (i) is with a tenant consistent with the ownership and operation of a Class A and first-class retail shopping center and otherwise consistent with the existing tenant mix; (ii) permits only a use of the Project that complies with all use restrictions and covenants applicable to the Property; (iii) is with a tenant with a reputation and credit-worthiness reasonably commensurate with the amount of space to be leased and the financial obligations under the applicable Lease Agreement; (iv) has an initial term of at least 3 years; (v) the initial base rent must be equal or greater than the then-prevailing rents for the Project with annual escalations consistent with comparable leased premises at the Project or with the general retail leasing market in which the Project is located; (vi) requires the tenant to pay a proportionate share of all operating expenses payable with respect to the Project; and (vii) is for premises comprised of 5,000 square feet or less.

**FURTHER RESOLVED:** That the Company hereby ratifies and confirms all prior acts undertaken by Rodney K. Jones to negotiate, execute, and deliver, on behalf of the Company, any and all Lease Agreements, and such other related contracts and agreements concerning the Lease Agreements which were done in furtherance of the transactions contemplated by these resolutions.

These resolutions are adopted by the Member of the Company to be effective as of the date first written above.

**TKG Deland, LLC**

By: 

R. Otto Maly, Manager

[Signature page for Authorizing Resolutions  
in favor of Rod Jones for Lease-up and Development]

*[signature page to TKG Deland Perm, LLC - Authorizing Resolutions in favor of Rod Jones]*