CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
JUNE 16, 2025 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

AGENDA

CALL TO ORDER

INVOCATION-Pastor Mark Britner, First Church DeLand

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Resolution No. 2025-37, Honoring the Retirement Ken Nycum.

2. Presentation re DeLand Citizens Academy.

CONSENT AGENDA

1. Resolution Approving the Demolition of a Residential Accessory Structure Built Prior to 1950, Located at 403 East Rich Avenue.

   It is recommended that the City Commission approve the demolition of the structure.

2. Resolution Approving FY 2024-2025 Budget Amendment.

   Presentation of a budget amendment for FY 2024/2025.

3. Resolution Approving Revised Building Permit Fee Schedule.

   Resolution Approving Revised Building Permit Fees.

4. Consideration re Summit Place Proportionate Fair Share Agreement (PFSA).

   Consideration re Summit Place Proportionate Fair Share Agreement (PFSA).

5. Consideration re Right of First Refusal Agreement Between Aerodyne Research and the City of DeLand.

   Consideration re First Right Of Refusal Agreement Between Aerodyne Research and The City of DeLand.

6. Consideration re Award of Bid for Lift Station Generator #16 to Mid-Florida Diesel, Inc.

   Staff recommends that the City Commission award the bid for Lift Station Generator # 16 to Mid-Florida Diesel, Inc. in the amount of $70,305.00.

7. Consideration re Florida Gas Transmission Encroachment Agreement.

It is recommended that the City Commission approve and accept the Encroachment Agreement with Florida Gas Transmission Company, LLC and authorize it's execution by the Mayor.

8. Consideration re Request to Schedule Budget Workshops for FY 2025 - 2026.

   Request for the City Commission to formally schedule the Budget Workshops for FY 2026.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

NEW BUSINESS

1. Resolution Approving the Removal of 62 Historic Trees, Located at the Southeastern Corner of Cassadaga Road and Dr. Martin Luther King Jr. Boulevard for The DeLand Tech Park Project.

   The applicant, Longleaf Four LLC, has requested that sixty-two historic trees located at the DeLand Tech Park project be allowed to be removed.

2. Resolution Approving the Removal of One Historic Tree Located at 800 West Rich Avenue.

   The applicant, the City of DeLand Forester, has requested that one historic tree located at 800 West Rich Avenue be allowed to be removed.

3. Request to Continue the First Reading of Ordinance Annexing ±10.64 Acres of Property, Located at 1290 West Plymouth Avenue (Delaney Trinity Reserve).

   Requested to continue to the July 7, 2025, City Commission meeting.

4. Request to Continue the First Reading of Ordinance Changing the Land Use for Approximately ±10.14 Acres of Property, Located at 1290 West Plymouth Avenue, from Volusia County Urban Low Intensity (ULI) to City of DeLand Medium Density Residential (MDR).

   Requested to continue to the July 7, 2025, City Commission meeting.

5. Request to Continue the First Reading of Ordinance Changing the Zoning for ±10.14 Acres of Property, Located at 1290 West Plymouth Avenue, from Volusia County A-3 and A-3A to City of DeLand Planned Development (Delaney Trinity Reserve Planned Development).

   Requested continuance to the July 7, 2025, City Commission meeting.

6. First Reading of Ordinance Amending Taylor Ridge PD, Located at 1298 South Blue Lake Avenue, Amended to Modify the Tree Mitigation Language.

   This is a request to amend the Taylor Ridge PD Agreement to modify the tree mitigation language in the Agreement.

7. First Reading of Ordinance Changing the Land Use for Approximately 6.36 Acres of Property, Located at 1100 South Garfield Avenue, from Volusia County Urban Medium Intensity (UMI) to City of DeLand Low Density Residential (LDR).

   This is a request for a future land use amendment to LDR for the purposes of combining contiguous city-owned property and creating one unified Public Services Campus.

8. First Reading of Ordinance to Add the Institutional Overlay to ±49.37 Acres of Property, Located at 1200 South Garfield Avenue.

   The proposed Institutional Overlay is appropriate for the subject property, as it is designed to allow public facilities to be located as needed.

9. First Reading of Ordinance Changing the Zoning for ±46.97 Acres of Property, Located at 1101 South Amelia Avenue, from Volusia County R-4 (Urban Single Family) and City of DeLand R-1 (Single-Family Residential) to City of DeLand Single-Family Residential (R-1B) for the City's Public Services Campus.

   This is a request to rezone the overall site of the Public Services Campus from Volusia County R-4 and City R-1, to City R-1B, which is compatible with the LDR land use designation and Institutional Overlay.

10. Consideration re Purchase of Property Adjacent to Utility Campus Located at 1265 Aquarius Avenue.

    Acquisition of property at 1265 Aquarius Avenue.

11. Consideration re Letter of Support for Family Renew Community CDBG Application.

    Consideration for a letter of support for Family Renew Community CDBG application.

CITY MANAGER REPORT

CITY ATTORNEY REPORT

CITY CLERK REPORT

CITY COMMISSION

ADJOURNMENT

The DeLand City Commission holds its regular meetings on the first and third Mondays of each month at 7:00 p.m. in the DeLand City Commission Chambers, 120 South Florida Avenue, DeLand. Notice of special meetings, workshops, changes in dates, times or locations are provided by separate Public Notices, which are posted at City Hall and on the City's web site.

The City of DeLand may take action on any matter during this meeting, including items that are not set forth within this agenda.

Public participation is encouraged on any matter on the agenda. If you desire to be recognized by the Mayor, please fill out a Speaker's Card and present it to the City Clerk.

Minutes of the DeLand City Commission meetings are not transcribed verbatim. If any person decides to appeal a decision made by the City Commission with respect to any matter considered at a public meeting or hearing, he/she will need a record of the proceedings including all testimony and evidence upon which the appeal is to be based. To that end, such person will want to ensure that a verbatim record of the proceedings is made by a

court reporter, at the person's own expense.

In accordance with the American Disabilities Act, persons needing a special accommodation in order to participate in the proceedings should notify the City Clerk's Office at least 48 hours in advance of the meeting: 626-7132.

Assisted Listening System receivers are available for the hearing impaired, and can be obtained from the City Clerk.

If you wish to obtain information regarding the City Commission's Agenda, please call the City Clerk's Office: 626-7132.

We respectfully request that all pagers and cell phones be turned OFF during City Commission meetings.

Electronic Information! City Commission agendas and short form minutes are now available on the City's web page: www.deland.org.

The CITY OF DELAND

Volusia County, Florida

RESOLUTION NO. 2025 - 37

A RESOLUTION OF APPRECIATION AND RECOGNITION BY THE CITY COMMISSION OF THE CITY OF DELAND, FLORIDA, TO KEN NYCUM UPON HIS RETIREMENT AFTER 25 YEARS OF SERVICE TO THE CITY OF DELAND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ken Nycum has faithfully served as a Maintenance Worker for the City of DeLand, Parks and Recreation for 25 years, demonstrating unwavering commitment and dedication to the care and upkeep of the facilities at Melching Field at Conrad Park, Spec Martin Stadium, Little League Complex and Earl Brown Park; and

WHEREAS, Ken started his employment with the City of DeLand on March 13, 2000 as a Maintenance Worker II, received a Florida Master Gardner Certificate on March 8, 2002 from the University of Florida Extension Program, and was promoted to a Maintenance Worker III on September 28, 2019; and

WHEREAS, throughout Ken's tenure at Parks and Recreation, he ensured a safe, clean and functional environment for all staff and visitors to the City's parks and sports facilities, often working behind the scenes with diligence; and

WHEREAS, Ken brought not only his work skills to the City of DeLand, he also brought a positive attitude and a spirit of teamwork that inspired those around him; and

WHEREAS, the impact of Ken's contributions will continue to be felt long after his retirement as a testament to the pride and care he took in his work; and

WHEREAS, the time has come for Ken Nycum to enjoy a well-earned retirement, with more time to relax and enjoy the things he loves to do.

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

Section 1. That the City Commission of the City of DeLand does hereby honor Ken Nycum for his 25 years of service to the City and for the faithful, diligent and responsible manner in which he performed his duties.

Section 2. This resolution shall be spread upon the minutes of the City Commission of the City of DeLand as part of the permanent memento of the City's thanks and appreciation to Ken Nycum.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 16th day of June 2025.

_____
Christopher M. Cloudman
Mayor - Commissioner

Attest:

_____
Julie A. Hennessy, City Clerk - Auditor

CITY OF DELAND
Request for Commission Action
June 16, 2025

SUBJECT: Resolution Approving the Demolition of a Residential Accessory Structure Built Prior to 1950, Located at 403 East Rich Avenue.

DEPARTMENT: Planning

PREPARED BY: Emily Kunkel, Senior Planner

ATTACHMENTS: Resolution, Historic Preservation Board Staff Report, Vicinity Map, Exhibit A - Project Narrative, Florida Master Site File

APPROVED BY: Michael Grebosz, Asst. City Manager, June 11, 2025

SUMMARY/HIGHLIGHT:

The applicant is requesting to demolish the accessory structure (carriage house) which is located behind the main structure on their property and was constructed in 1927. The proposed future use is to rebuild a similar structure for personal use, matching architecturally to the main structure. The proposed floorplan is to have a two-car garage on the first floor and a living space on the second floor, using the existing footprint, contingent upon meeting all required Land Development Regulations and applicable Building Code requirements. Applications for redevelopment plans have yet to be submitted for review.

The Historic Preservation Board recommended approval of the demolition of the residential accessory structure, and the new structure to match architecturally to the main structure at their Thursday, June 5, 2025, meeting.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Preserving "Sense of Community" as a key asset.

SUSTAINABILITY:

The demolition of this residential accessory structure provides an opportunity for new development on site, contributing to the existing residential use and neighborhood.

FISCAL IMPACT:

This demolition is initiated by and will be carried out by the applicant, with no financial cost to the City.

RECOMMENDATION:

It is recommended that the City Commission approve the demolition of the structure.

BACKGROUND/DISCUSSION:

This structure was built in 1927, per the Volusia County Property Appraiser, and is located inside the Downtown Historic Support District. This building was built prior to 1950, review is required by the Historic Preservation Board and the City Commission due to the age of the structure. The City Commission shall review and either approve or deny the request to demolish the structure. The proposed future use is to rebuild a similar structure that will include a 2-car garage on the first floor and living space on the second floor; However,

applications for future development have not been submitted yet for review. The Historic Preservation Board recommended approval of the demolition of the residential accessory structure, and the new structure to match architecturally to the main structure at their Thursday, June 5, 2025, meeting.

RESOLUTION NO. 2025 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AUTHORIZING DEMOLITION OF A RESIDENTIAL ACCESSORY STRUCTURE CONSTRUCTED PRIOR TO 1950, LOCATED AT 403 EAST RICH AVENUE; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the applicants, Jacqueline and Mark Barden, submitted a building permit application for demolition of a residential accessory (carriage house) structure built prior to 1950, located at 403 East Rich Avenue; and

WHEREAS, the property is located within the Downtown Historic Support District; and

WHEREAS, the accessory structure is behind the main building on the property and the owners intend to build a similar structure for personal use, matching architecturally to the main structure; and

WHEREAS, on June 5, 2025, the Historic Preservation Board recommended approval for the demolition of the residential accessory.

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

Section 1. That the City Commission of the City of DeLand hereby authorizes the demolition of a residential accessory structure constructed prior to 1950, located at 403 East Rich Avenue.

Section 2. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the remaining portions of this Resolution.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 16th day of June, 2025.

_____
Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

_____
Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

City of DeLand
Historic & Cultural Resources
120 S. Florida Ave.
DeLand, FL 32720
Planning@DeLand.org

DATE: June 5, 2025

TO: Historic Preservation Board

FROM: Emily Kunkel, *Senior Planner/Historic Resource Coordinator*

RE: **Historic Preservation Review (Demolition) for a residential building at 403 East Rich Avenue**
Application No.: HPB25-050
Applicant/Owner: Jacqueline & Mark Barden
Zoning District: R-2
Current Use: Residential
Florida Master Site File Number: 8VO003778

Original Structure Information ***(Provided from Florida Master Site File Structure Form)***

Date of Construction:	1895	**Style:**	Frame Vernacular
Structural System:	Wood, Balloon	**Foundation Type:**	Piers, Brick
Siding:	Drop Siding	**Stories:**	1.5
Roof:	Metal, 3-v crimp	**Windows:**	Double-hung sash, 1/1 lights
Roof Type:	Gable	**Chimneys:**	2, brick, 2 center ridge
Porch:	S/end/shed roof, wooden posts, partially enclosed/3 bays	**Secondary Structure:**	1 outbuilding with Cross-gable roof

Description of Proposed Work:
The applicant is requesting to demolish the accessory structure (carriage house) behind the main structure on their property, constructed in 1927 (Figures 1-2). The proposed future use is to rebuild a similar structure for personal use, matching architecturally to the main structure. The proposed floorplan is to have a two-car garage on the first floor and a living space on the second floor, using the existing footprint, contingent upon meeting all required Land Development Regulations and applicable Building Code requirements. Applications for redevelopment plans have yet to be submitted for review.

Staff Analysis
Per the Volusia County Property Appraiser, the primary residence was built in 1895, and this accessory structure was built in 1927. This property is located within the Downtown Historic Support District and due to this building being built prior to 1950, review is required by the Historic Preservation Board and the City Commission. This request has been reviewed and is found to be consistent with the City's Land Development Regulations, Section 33-35.01, which does not require the applicant to provide additional details or reports on the structural integrity of the structure, the redevelopment of this carriage house could benefit the surrounding neighborhood, as this would be consistent with the immediate neighboring properties.

Guidance from DeLand Land Development Regulations

Land Development Regulations Section 33-35 outlines demolitions requirements in the City of DeLand. *33-35.01. Generally. (a) Purpose and intent. The purpose of this section is to ensure that historic properties are protected from neglect or premature demolition by providing the following procedure for review. No demolition permit affecting a building or structure in a designated Historic District, a designated historic building or structure, or a building or structure constructed prior to 1950 shall be issued until the applicant has demonstrated that no other feasible alternative to demolition can be found.*

1. Issuance of demolition permit shall be guided by the following factors:

a. The historic or architectural significance of the building, structure, or object;

The Florida Master Site File provides little information regarding the historical and architectural context about this accessory structure. However, per the 1991 Florida Master Site File, there have been few alterations to the main structure, retaining most of the architectural integrity. The architectural context, Frame Vernacular, was the prevalent style of residential architecture in Florida before the Civil War. Residents relied on local materials and their own methods and designs to construct buildings.

b. The importance of the building, structure, or object to the ambiance of a district;

This property is located within the Historic Support District, and surrounded by a mixture of a Frame Vernacular, Folk Victorian, and Colonial Revival architectural styles within the immediate block, all of which have been built around the same time period of 1895 – 1940, some of which have matching accessory structures. The property owner has plans to build a new accessory structure, utilizing the existing footprint of the existing accessory structure, which is located behind the main house (Figures 1-2).

c. The difficulty or the impossibility of reproducing such a building, structure or object because of its design, texture, material, detail, or unique location;

It would not be difficult to reproduce this accessory structure because the Frame Vernacular style is still a commonly used architectural style. However, it may be difficult to reproduce the building using similar materials as the original materials would not meet current Florida Building Codes. In this neighborhood, there are other properties that have an accessory structure behind the main structure on the same lot, similar to this subject property, therefore not being located in a unique location.

d. Whether the building, structure, or object is one of the last remaining examples of its kind in the neighborhood, the county, or the region;

This accessory structure is one of the last remaining examples of its kind in this neighborhood, as within the surrounding block, the original historic accessory structures have either been completely demolished or demolished and rebuilt with a similar structure. The applicant is proposing to rebuild an accessory structure similar to the property that is immediately to the east of this property (Figure 3).

e. Whether there are definite plans for reuse of the property if the proposed demolition is carried out, and the effect of those plans on the character of the surrounding properties;

The property owner stated, they would like to replace the carriage house with a similar structure, 2-car garage on first floor and apartment on second floor, and their proposed new carriage house would architecturally match the primary residence. The property owner stated, they would like the structure to be similar to their neighbor's property at 411 East Rich Avenue (Exhibit B). However, no formal applications for development have been submitted for review. The effect of the proposed new structure on the character of the surrounding properties would be beneficial, as both the immediate neighbors have carriage houses that architecturally match the primary structures.

f. Whether reasonable measures can be taken to save the building, structure, or object from collapse; and

Although structural reports, documentation and photographs are always requested, they are not required per the City's Land Development Regulations. Therefore, the property owner has not had the building inspected for structural integrity, nor have they provided detailed information regarding repairing the building to save it from collapse.

g. Whether the building, structure, or object is capable of earning reasonable economic return on its value.

If rehabilitated, the estimated cost of the renovation may exceed the value of the structure, however the property owner has not provided detailed documentation regarding the integrity of the building. If demolished and redeveloped, it could be possible to have a return on the investment. But, without documentation regarding the structural integrity or viability of rehabbing the building, staff is unable to make an assessment.

Staff Recommendation:

The request is consistent with the City's Land Development Regulations, Section 33-35.01, which does not require the applicant to provide additional details or reports on the structural integrity of the structure, the redevelopment of this carriage house could benefit the surrounding neighborhood, as this would be consistent with the immediate neighboring properties. The new development of this site will not require review by the Historic Preservation Board, because it is a single-family residence, the demolition requires Historic Preservation and City Commission action due to the age of the structure (built prior to 1950).

Historic Preservation Board Recommendation: *(LDR Section 33-35(b)(6))*

The historic preservation board shall use the criteria set forth in subsection (a) above to review the completed application and accompanying submittals. After completing the review of the application and fulfilling the public notice and hearing requirements set forth above, the board shall forward its recommendation to the city commission.

Attachments:

Vicinity map
Exhibit A - Project narrative
Florida Master Site File Form (8VO003778)

Figure 1

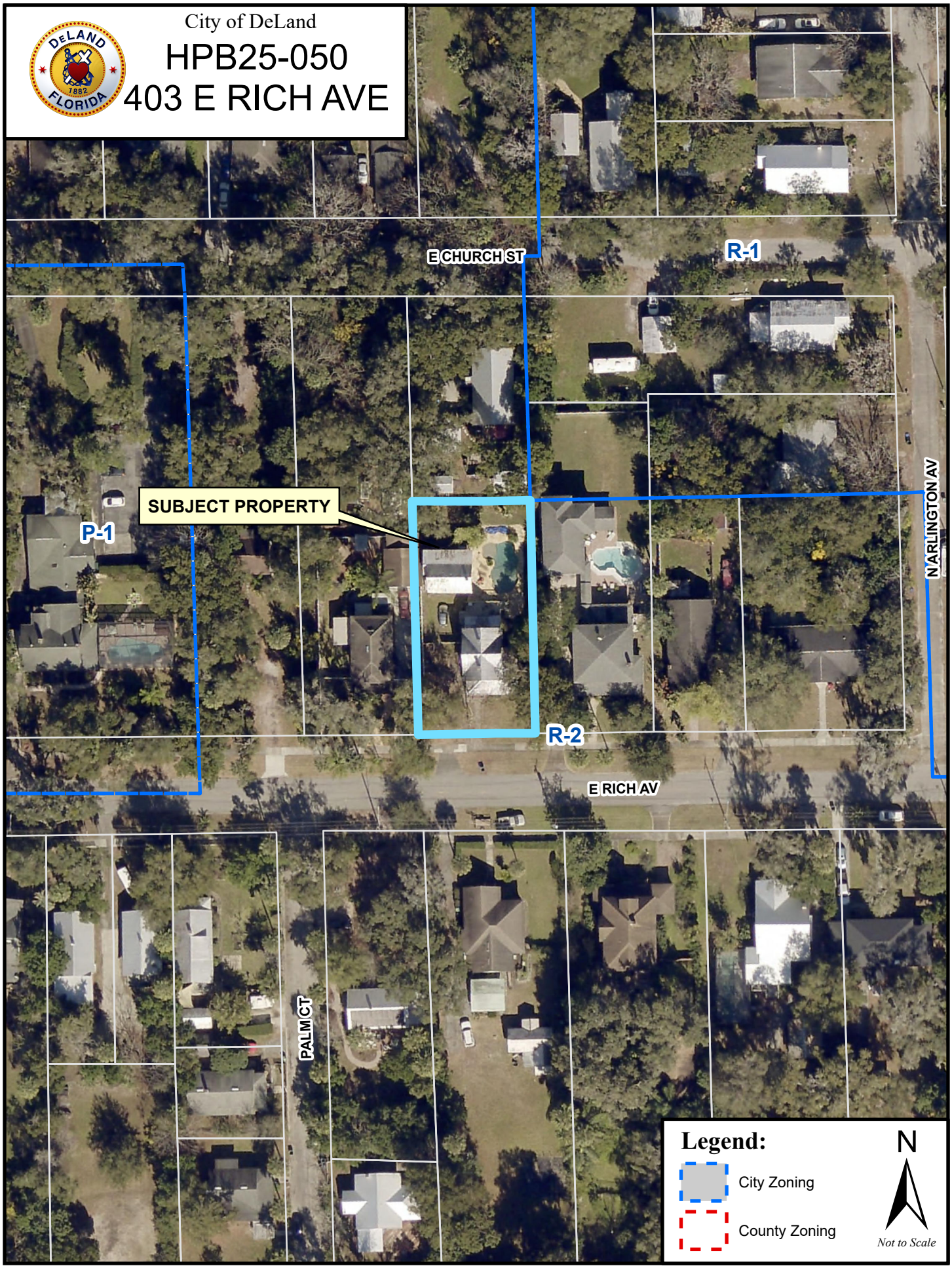
Exterior of 403 E. Rich Avenue, showing the main house and the subject accessory structure

Figure 2

Exterior of 403 E. Rich Avenue, showing the subject accessory structure

Figure 3

Exterior of 411 E. Rich Avenue, (neighbor's property) showing the similar structure the property would like to build in the same footprint of the existing accessory structure.


City of DeLand
HPB25-050
403 E RICH AVE
E CHURCH ST
R-1
SUBJECT PROPERTY
P-1
N ARLINGTON AV
R-2
E RICH AV
PALM CT
Legend:
City Zoning
County Zoning
N
Not to Scale

We would like to remove the carriage house behind my primary residence, which was built in 1927. The carriage house is in poor condition and has had extensive rotting wood and termite damage. The roof also has issues, leaking when there is a strong rain.We would like to replace this structure with a similar structure in the same place, 2 car garage/apartment over garage. The structure would have a similar facade and would be very similar to what my next door neighbor has. The structure would be used solely by my family.

SEE SITE FILE STAFF FOR
ORIGINAL PHOTO(S) OR MAP(S)

RECORD NUMBER: 314
Page 1 **HISTORICAL STRUCTURE FORM** **Site #** 0003778
X **original** **FLORIDA MASTER SITE FILE**
update

SITE NAME:
HISTORIC CONTEXTS: Boom Times
NAT. REGISTER CATEGORY: Building
OTHER NAMES OR MSF NOS:
COUNTY: Volusia **OWNERSHIP TYPE:** Private, Individual
PROJECT NAME: Stetson University + City of DeLand: S+P **DHR NO.** 2936
LOCATION:
ADDRESS: 403 East Rich Avenue
CITY: DeLand
VICINITY OF/ROUTE TO: See attached maps

SUB: Pine Crest Subdivision **BLOCK** **LOT** 27
PLAT OR OTHER MAP: Prop. Appraiser Map of Volusia County
TOWNSHIP: 17S **RANGE:** 30E **SECTION:** 9 **1/4:** **1/4-1/4:**
IRREGULAR SEC? **y** X **n** **LAND GRANT:** None
USGS 7.5 MAP: DeLand, FL 1964: PR 1980
UTM: ZONE: **EASTING:** **NORTHING:**
COORDINATES: LATITUDE: **D** **M** **S** **LONGITUDE:** **D** **M** **S**

HISTORY
ARCHITECT:
BUILDER:
CONSTRUCTION DATE: c 1895 **RESTORATION DATE(S):**
MODIFICATION DATE(S):
MOVE: DATE: **ORIG. LOCATION:**
ORIGINAL USE (S): Private residence
PRESENT USE (S): Private residence

DESCRIPTION
STYLE: Frame Vernacular
PLAN: EXTERIOR: Rectangular
PLAN: INTERIOR:
NO. STORIES: 1.5 **OUTBLDGS:** 1 **PORCHES:** 1 **DORMERS:** 0
STRUCTURAL SYSTEM(S): Wood, balloon
EXTERIOR FABRIC(S): Drop siding
FOUNDATION: TYPE: Piers
MATERIALS: Brick
INFILL:
PORCHES: S/end/shed roof, wooden posts, partially enclosed/3 bays
ROOF: TYPE: Gable
SURFACING: Metal, 3-V crimp
SECONDARY STRUCS: Cross-gable
CHIMNEY: NO.: 2
MATERIALS: Brick
LOCATIONS: 2 center ridge
WINDOWS: Double-hung sash, 1/1 lights

EXTERIOR ORNAMENT:
CONDITION: Good
SURROUNDINGS: Residential
NARRATIVE:
See Continuation Sheet

ARCHAEOLOGICAL REMAINS AT THE SITE
FMSF ARCHAEOLOGICAL FORM COMPLETED? **y** X **n**
ARTIFACTS OR OTHER REMAINS: None observed

RECORDER'S EVALUATION OF SITE
AREAS OF SIGNIFICANCE: Architecture

ELIGIBLE FOR NAT. REGISTER?	X	**y**		**n**		**likely, need info**		**insf info**
SIGNIF. AS PART OF DISTRICT?		**y**	X	**n**		**likely, need info**		**insf info**
SIGNIFICANT AT LOCAL LEVEL?	X	**y**		**n**		**likely, need info**		**insf info**

SUMMARY OF SIGNIFICANCE
See continuation sheet

* * * * DHR USE ONLY * * * * * * * DHR USE ONLY * * * * * *
* DATE LISTED ON NR _____ *
* KEEPER DETERMINATION OF ELIG.(DATE): _YES _____ _NO _____ *
* SHPO EVALUATION OF ELIGIBILITY (DATE): _YES _____ _NO _____ *
* LOCAL DETERMINATION OF ELIG. (DATE): _YES _____ _NO _____ *
* OFFICE_____ *
* *
* * * * DHR USE ONLY * * * * * * * DHR USE ONLY * * * * * *

RECORDER INFORMATION: **NAME:** Sidney Johnston
DATE: 02/01/91 **AFFILIATION:** Historic Property Associates, Inc.

PHOTOGRAPHS
LOCATION OF NEGATIVES: HPA, Inc., St. Augustine, FL
NEGATIVE NUMBERS: Roll 9, #36

PHOTOGRAPH M A P

See Attachments

STATEMENT OF SIGNIFICANCE

Architectural Narrative: This one and one-half story Frame Vernacular residential building is located at 403 East Rich Avenue. Notable architectural features include a cross-gable roof, cornice return, and an end porch covered by a hip roof supported by wooden posts. Fenestration consists of 1/1 double hung sash windows. The exterior wall fabric is drop siding. With few alterations, this building has retained most of its architectural integrity.

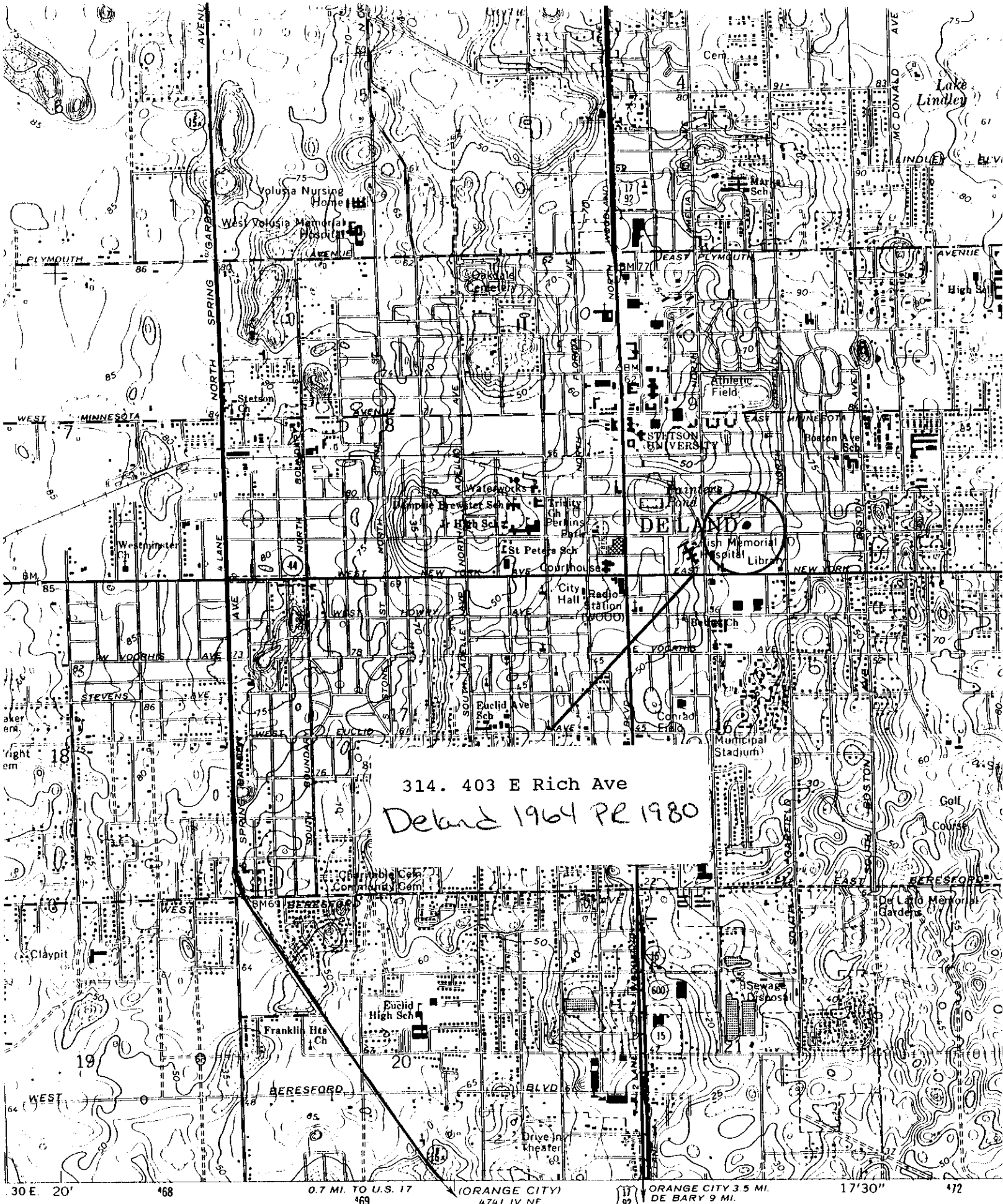
Architectural Context: Frame Vernacular, the prevalent style of residential architecture in Florida, refers to the common wood frame construction technique employed by lay or self-taught builders. Before the Civil War, residents relied upon local materials and their own methods and designs to construct buildings. The Industrial Revolution permitted standardization of building materials and parts and exerted a pervasive influence over vernacular house design. Popular magazines helped to make architectural trends universal throughout the country. The railroad provided cheap and efficient transportation for manufactured building materials. Ultimately, individual builders had access to a myriad of finished architectural products from which to create their own designs.

Frame Vernacular houses are typically one or two stories in height, with wood balloon frame structural systems and brick pier foundations. Plans are usually rectangular, though L-shaped plans were often used to maximize cross-ventilation. Gable or hip roofs usually have steep pitches which accommodate attic space. Horizontal drop siding and weatherboard are the most common exterior wall surface materials. Wood shingles were often used to cover the roofs, but they have nearly always been replaced by composition shingle. Porches, most commonly simple entrance or end porches, are common features of the style. Fenestration is regular, but not always symmetrical. Windows are generally double-hung sash with multi-pane glazing and doors contain recessed wood panels. Exterior decoration is sparse and limited to ornamental woodwork.

Historical Narrative: Located in the Pine Crest Subdivision, which was platted by F.M. Curry in November, 1913, this building embodies many of the architectural characteristics of buildings constructed in DeLand during the late nineteenth century. Architectural evidence based on comparisons with buildings of similar design and construction indicates that it was built about 1895.

Historical Context: DeLand, founded in 1876, was incorporated in 1882 and became the seat of government for Volusia County in 1888. The home of Stetson University, Florida's oldest private university, DeLand developed quickly in the late nineteenth century, largely through the promotional efforts of Henry A. DeLand, the community's namesake. The introduction of the railroad and an economy based on citrus spurred the first period of development. Although devastating freezes in the mid 1890s slowed growth, the commercial and citrus industries became revitalized over the following decade. By 1910, the population had doubled to 2,812. During that interval significant construction began, which resulted in an expanded commercial district, the formation of residential neighborhoods, and the extension of municipal services to many areas of the community. By 1910, Stetson University's campus had become a prominent landscape feature at the north end of DeLand. Although events associated with World War I retarded growth, by 1920 the population had reached 3,324. During the Florida land boom of the 1920s, real estate sales played an important role in the local economy. Numerous subdivisions were platted and buildings constructed. Within five years the population nearly doubled. The collapse of the boom in 1926 brought development to a virtual halt. Together with the rest of the state, DeLand entered a period of economic decline, though moderate construction persisted throughout the Depression decade. Development in DeLand since 1950 has compromised some of the community's irreplaceable historic buildings. Nevertheless, the historic resources that remain represent architectural and cultural legacies worth preserving. Sensitive historic preservation planning and management is needed to ensure their protection.

314. 403 E Rich Ave
MINNESOTA AVE.
ARIZONA AVE.
MICHIGAN AVE.
WISCONSIN AVE.
CHURCH ST.
RICH AVE.
NEW YORK AVE.
UNIVERSITY AVE.
AMELIA
GARFIELD
PINELYN
PARK
FAIRVIEW
KENTUCKY
HIGHLAND
ROGERS MAP OF DELAND
LANDIS
FISH & WETHERELL SUB.
ASSESSORS SUB.
A. G. KINGSBURY'S SUBDIVISION
WHIPSAW CONDO (35-197)
ANDRES SUB.
PINE CREST
SHERMANS SUBDIVISION
SMALL TRACTS
ASSESSORS SUBDIVISION
McELROY'S RESUBDIVISION
S. M. McELROY'S REDIVISION
YORKFIELD SQUARE CONDO. 32-III
15-16


314. 403 E Rich Ave
Deland 1964 PR 1980
DELAND
Stetson University
Athletic Field
Volusia Nursing Home
West Volusia Memorial Hospital
Oakdale Cemetery
Lake Lindley
Courthouse
City Hall
Radio Station (WDUN)
Municipal Stadium
Conrad Field
Golf Course
De Land Memorial Gardens
Sewage Disposal
Euclid High Sch
Franklin Hts Ch
Drive-In Theater
Claypit
Trinity Ch
Westminster Ch
St Peters Sch
Euclid Ave Sch
Boston Ave Sch
Hopper Pond
Water Works
Cem
BM 77
BM 63
EAST PLYMOUTH AVENUE
WEST PLYMOUTH AVENUE
EAST MINNESOTA AVENUE
WEST MINNESOTA AVENUE
EAST NEW YORK AVENUE
WEST NEW YORK AVENUE
EAST RICH AVENUE
WEST RICH AVENUE
EAST VOORHIS AVENUE
WEST VOORHIS AVENUE
EAST EUCLID AVENUE
WEST EUCLID AVENUE
EAST BERESFORD BLVD
WEST BERESFORD BLVD
NORTH SPRING GARDEN AVENUE
SOUTH SPRING GARDEN AVENUE
NORTH WOODLAND BLVD
SOUTH WOODLAND BLVD
NORTH BOUNDARY AVE
SOUTH BOUNDARY AVE
NORTH STONE AVE
SOUTH STONE AVE
NORTH MC DONALD AVE
SOUTH MC DONALD AVE
NORTH AMELIA AVE
SOUTH AMELIA AVE
NORTH FLORIDA AVE
SOUTH FLORIDA AVE
NORTH CLARA AVE
SOUTH CLARA AVE
NORTH GARFIELD AVE
SOUTH GARFIELD AVE
NORTH BOSTON AVE
SOUTH BOSTON AVE
NORTH LAKE DR
SOUTH LAKE DR
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(ORANGE CITY)
4741 IV NE
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V0378

CITY OF DELAND
Request for Commission Action
June 16, 2025

SUBJECT: Resolution Approving FY 2024-2025 Budget Amendment.

DEPARTMENT: Finance

PREPARED BY: Daniel Stauffer, Finance Director

ATTACHMENTS: Resolution, FY 24-25 Budget Amendment Details

APPROVED BY: Michael Grebosz, Asst. City Manager, June 11, 2025

SUMMARY/HIGHLIGHT:

The budget amendments proposed are detailed in the attached summary and recommended after review of actual expenditures to date. The amendments proposed are primarily revisions to reflect anticipated actual revenues and expenditures.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:
The Resolution amends the budget to reflect recommended changes with the impact on each fund itemized in the attached summary.

Operating Contingency balances after these amendments are as follows:

General Fund	$282,907
Water & Sewer Fund	$274,767
Airport Fund	$119,188
Stormwater Fund	$0
Permits & Inspections Fund	$0

RECOMMENDATION:

Staff recommends the City Commission adopt the Resolution amending the FY 24/25 budget as presented.

BACKGROUND/DISCUSSION:

The significant budget amendments in the General Fund are the transfers to the GIFT Fund ($189,510) for a portion of the Meridian Barriers and to the Capital Fund for the Police Department Generator ($200,776). Also included in the General Fund is the elimination of a Chief Planner position and an Administrative Coordinator position and the addition of two Principal Planner positions in the Planning Department. These changes are being made in hopes of filling much-needed vacancies in the department that have existed for quite some time. The new positions will be split between the General Fund and the Permits and Inspections Fund.

The significant budget amendments in the Governmental Impact Fees Trust (GIFT) are for the Meridian Barriers ($608,967) and Bollards ($308,650), being funded by General Government Impact Fees and a transfer from the General Fund, and for Downtown Cameras ($30,900) and six new Police Vehicles ($438,000), being funded by Police Impact Fees.

The significant budget amendment in the Grants and Special Revenue Fund is a grant for the Jackson Lane Park Pavilion ($102,642).

The significant budget amendment in the Capital Fund is for the Police Department Generator (200,776), which is being funded by a transfer from the General Fund.

The significant budget amendments in the Water and Sewer Fund are the Land Purchase ($350,000) and the Downtown Lift Station and Force Main Design ($49,353). Additionally, a reclassification was made from Utility Admin Building Furniture, Fixtures and Equipment ($289,956) to Operating Capital, to correctly account for the purchase of operating capital items.

The significant budget amendments in the Permits and Inspections Fund mainly relate to the addition of two new Principal Planners, mentioned above. These new positions will be split between the General Fund and the Permits and Inspections Fund.

The significant budget amendments in the Health Insurance Cost Containment Fund are increases to building maintenance ($5,000) and Operating Supplies ($11,000) for additional costs related to the move to a new City health clinic facility.

RESOLUTION NO. 2025 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE BUDGET FOR THE GENERAL FUND, CONFISCATED TRUST FUND, GOVERNMENT IMPACT FEES TRUST FUND, GRANTS AND SPECIAL REVENUE FUND, CAPITAL FUND, WATER AND SEWER FUND, WATER TRUST FUND, WASTEWATER TRUST FUND, STORMWATER FUND, PERMITS AND INSPECTIONS FUND AND HEALTH INSURANCE COST CONTAINMENT FUND FOR THE FISCAL YEAR 2024-2025; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary to amend the budget for the City of DeLand for fiscal year 2024-2025; and

WHEREAS, the City Commission is vested by the Charter of the City of DeLand with the authority to amend the budget.

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

Section 1. The budget of the City of DeLand for fiscal year 2024-2025 is amended in the following manner:

GENERAL FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		**56,084,348**	**389,287**	**0**	**56,473,635**
	Other Sources				
001-0000-342-900	BARRICADE USE	15,000	6,860	0	21,860
001-0000-347-290	CONCESSIONS	30,000	8,000	0	38,000
001-0000-380-000	USE OF RESERVES	4,598,084	374,427	0	4,972,511
EXPENDITURES		**56,084,348**	**597,953**	**208,666**	**56,473,635**
	City Clerk				
001-0102-413-100	OTHER SALARIES & WAGES	0	10,000	0	10,000
	Administrative Services				
001-0106-414-120	O/T-DOWNTOWN NON WAIVED	25,000	1,500	0	26,500
001-0106-546-300	A/C MAINTENANCE	12,816	3,100	0	15,916
001-0106-549-100	OTHER OBLIGATIONS	9,700	2,100	0	11,800
	Information Technology				
001-0110-413-100	OTHER SALARIES & WAGES	0	15,000	0	15,000
001-0110-552-200	OPERATING CAPITAL	265,070	0	2,175	262,895
	Planning				
001-1118-412-100	REGULAR SALARIES & WAGES	511,765	0	2,035	509,730
001-1118-423-100	LIFE & HEALTH INSURANCE	91,870	0	517	91,353
001-1118-421-100	FICA TAXES	56,421	0	157	56,264
001-1118-422-100	RETIREMENT CONTRIBUTIONS	55,314	0	154	55,160
	Fire				
001-1222-546-100	BUILDING MAINTENANCE	27,045	7,000	0	34,045
001-1222-546-400	EQUIPMENT MAINTENANCE	82,283	46,550	0	128,833
001-1222-552-100	OPERATING SUPPLIES	48,500	0	4,200	44,300
001-1222-552-140	OPERATING SUPPLIES-UNIFORMS	44,400	4,200	0	48,600
	Police				
001-1226-546-400	EQUIPMENT MAINTENANCE	118,296	0	2,353	115,943
001-1226-549-100	OTHER OBLIGATIONS	36,195	22,500	0	58,695
001-1226-552-000	HARDWARE/SOFTWARE	402,434	28,750	0	431,184

GENERAL FUND (Continued)

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
EXPENDITURES		**56,084,348**	**597,953**	**208,666**	**56,473,635**
	Public Works Admin				
001-1301-552-000	HARDWARE/SOFTWARE	9,625	2,175	0	11,800
	Streets				
001-1302-549-100	OTHER OBLIGATIONS	8,791	11,000	0	19,791
	Urban Beautification				
001-1304-549-100	OTHER OBLIGATIONS	0	4,100	0	4,100
	Vehicle Maintenance				
001-1306-552-100	OPERATING SUPPLIES	36,860	0	8,995	27,865
	Parks & Recreation Admin				
001-1401-534-100	CONTRACTUAL SERVICES	9,543	6,000	0	15,543
001-1401-540-100	TRAVEL & TRAINING	3,500	2,200	0	5,700
	Recreation				
001-1402-552-160	OPERATING SUPPLIES-CONCESSION	12,000	8,000	0	20,000
	Parks				
001-1403-549-100	OTHER OBLIGATIONS	1,900	1,100	0	3,000
001-1403-552-200	OPERATING CAPITAL	60,797	8,364	0	69,161
	Trailer Park				
001-1405-549-100	OTHER OBLIGATIONS	6,432	50	0	6,482
001-1405-552-100	OPERATING SUPPLIES	150	500	0	650
	Museums				
001-1406-546-100	BUILDING MAINTENANCE	1,000	600	0	1,600
001-1406-546-200	PEST CONTROL	121	100	0	221
	Chisholm Center				
001-1410-546-100	BUILDING MAINTENANCE	2,350	3,000	0	5,350
	Sperling Sports Complex				
001-1411-544-100	RENTALS & LEASES	25,442	1,000	0	26,442
001-1411-546-200	PEST CONTROL	0	100	0	100
001-1411-546-400	EQUIPMENT MAINTENANCE	2,200	500	0	2,700
	Conrad/Melching				
001-1412-543-200	WATER/SEWER/GARBAGE/SW	0	130	0	130
001-1412-546-300	A/C MAINTENANCE	0	2,700	0	2,700
001-1412-546-400	EQUIPMENT MAINTENANCE	3,100	2,000	0	5,100
	Contingency				
001-9990-999-100	CONTINGENCY	433,873	0	150,966	282,907
	Transfers				
001-9999-991-170	TRANSFER TO GIFT FUND	0	189,510	0	189,510
001-9999-991-190	TRANSFER TO GRANTS & SPEC REV	928,915	2,353	0	931,268
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	5,767,578	211,771	37,114	5,942,235

CONFISCATED TRUST FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		**48,606**	**9,500**	**0**	**58,106**
109-0000-380-900	USE OF RESERVES - STATE	45,606	9,500	0	55,106
EXPENDITURES		**48,606**	**9,500**	**0**	**58,106**
109-1226-664-000-PD2521	SINGLE PURPOSE K-9	0	9,500	0	9,500

GOVERNMENT IMPACT FEES TRUST FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		**1,872,281**	**1,386,517**	**0**	**3,258,798**
	Other Sources				
170-0000-380-110	USE OF RESERVES - POLICE	0	468,900	0	468,900
170-0000-380-130	USE OF RESERVES - GEN GOV"T	110,219	728,107	0	838,326
170-9999-381-001	TRANSFER FROM GENERAL FUND	0	189,510	0	189,510
EXPENDITURES		**1,872,281**	**1,386,517**	**0**	**3,258,798**
	Administrative Services				
170-0106-664-000-AD2502	MERIDIAN BARRIERS	0	608,967	0	608,967
170-0106-664-000-AD2503	BOLLARDS	0	308,650	0	308,650
	Police				
170-1226-552-200	OPERATING CAPITAL	0	30,900	0	30,900
170-1226-664-000-PD2515	VEHICLE FOR NEW OFFICER (1 OF 6)	0	73,000	0	73,000
170-1226-664-000-PD2516	VEHICLE FOR NEW OFFICER (2 OF 6)	0	73,000	0	73,000
170-1226-664-000-PD2517	VEHICLE FOR NEW OFFICER (3 OF 6)	0	73,000	0	73,000
170-1226-664-000-PD2518	VEHICLE FOR NEW OFFICER (4 OF 6)	0	73,000	0	73,000
170-1226-664-000-PD2519	VEHICLE FOR NEW OFFICER (5 OF 6)	0	73,000	0	73,000
170-1226-664-000-PD2520	VEHICLE FOR NEW OFFICER (6 OF 6)	0	73,000	0	73,000

GRANT AND SPECIAL REVENUE FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		**3,071,311**	**194,215**	**165,131**	**3,100,395**
	Grant Revenue				
190-0000-331-500	CDBG GRANT REVENUE	89,220	0	89,220	0
190-0000-331-500-PR2522	CDBG - JACKSON LANE PARK PAVILION	0	102,642	0	102,642
190-0000-331-500-PW2304	CDBG 2023 - ROW ADA SIDEWALK IMPROV	76,616	0	75,911	705
190-0000-331-500-PW2501	CDBG 2025 - ADA IMPROVEMENTS	0	89,220	0	89,220
	Other Sources				
190-9999-381-001	TRANSFER FROM GENERAL FUND	779,588	2,353	0	781,941
EXPENDITURES		**3,071,311**	**104,995**	**75,911**	**3,100,395**
	Police				
190-1226-664-000-PD2513	JAG - PARKING ENFORCEMENT OFFICER GOLF	13,147	2,353	0	15,500
	Parks				
190-1403-662-000-PR2522	CDBG - JACKSON LANE PARK PAVILION	0	102,642	0	102,642
190-1302-663-000-PW2304	CDBG 2023 - ROW ADA SIDEWALK IMPROV	76,616	0	75,911	705

CAPITAL FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		**15,841,694**	**211,771**	**37,114**	**16,016,351**
	Other Sources				
300-9999-381-001	TRANSFER FROM GENERAL FUND	5,767,578	211,771	37,114	5,942,235
EXPENDITURES		**15,841,694**	**213,816**	**39,159**	**16,016,351**
	Police				
300-1226-663-000-PD2414	BRONZE MEMORIAL MONUMENT	20,000	2,000	0	22,000
300-1226-664-000-PD2514	600KW DIESEL GENERATOR FOR POLICE	0	200,776	0	200,776
300-1226-664-110-PD2512	AXON CAMERAS FOR 2ND INTERVIEW ROOM	28,750	0	28,750	0
	Streets				
300-1302-663-000-PW2216	CITY ENTRY FEATURE - DESIGN	79,053	170	0	79,223
300-1302-664-000-PW2504	NEW BOXER 700DX MINI SKID STEER	47,300	0	170	47,130
	Vehicle Maintenance				
300-1306-664-000-PW2518	TEXA-DIAGNOSTIC SCANNER	0	8,995	0	8,995
	Parks and Recreation				
300-1403-662-000-PR2502	REPLACE ROOF ON MAIN HALL - CHISHOLM CEN	69,635	1,875	0	71,510
300-1403-664-000-PR2511	REPLACE VEHICLE #44	71,462	0	10,239	61,223

WATER AND SEWER FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		**116,183,348**	**350,000**	**0**	**116,533,348**
401-0000-380-000	USE OF RESERVES	7,716,350	350,000	0	8,066,350
EXPENDITURES		**116,183,348**	**764,110**	**414,110**	**116,533,348**
	Utilities Administration				
401-4201-541-200	OFFICE PHONES	7,950	24,000	0	31,950
401-4201-543-100	POWER	120,000	0	30,000	90,000
401-4201-552-100	OPERATING SUPPLIES	9,085	6,000	0	15,085
401-4201-552-200	OPERATING CAPITAL	24,675	268,236	0	292,911
401-4201-664-000-UT2302	UTILITY ADMIN BLDG FFE	580,000	0	289,956	290,044
401-4201-664-000-UT2549	POWR-FLITE PHANTOM FLOOR SCRUBBER	0	6,420	0	6,420
401-4201-664-000-UT2551	MINI SPLIT AC UNITS	0	15,300	0	15,300
	Engineering				
401-4202-540-100	TRAVEL & TRAINING	18,150	0	4,100	14,050
401-4202-549-100	OTHER OBLIGATIONS	1,170	3,000	0	4,170
401-4202-554-100	BOOKS & MEMBERSHIPS	1,705	1,100	0	2,805
	Water Production				
401-4203-546-400	EQUIPMENT MAINTENANCE	65,000	30,000	0	95,000
401-4203-552-500	W & WW CHEMICALS	371,500	0	30,000	341,500
	Wastewater Treatment				
401-4205-534-400	SLUDGE HAULING	385,000	10,000	0	395,000
401-4205-661-000-UT2550	1265 AQUARIUS AVE LAND PURCHASE	0	350,000	0	350,000
401-4205-664-000-UT2517	RECLAIM BUILDING A/C REPLACEMENT	3,894	423	0	4,317
	Utilities Maintenance				
401-4206-664-000-UT2541	CDBG - LS#16 GENERATOR (HILL/BERESFORD)	70,000	278	0	70,278
	Wastewater Collection				
401-4210-663-000-UT2336	DOWNTOWN LIFT STATION & FM DESIGN	230,000	49,353	0	279,353
	Contingency				
401-9990-999-100	CONTINGENCY	334,821	0	60,054	274,767

WATER TRUST FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		**7,137,659**	**100**	**0**	**7,137,759**
403-0000-380-000	USE OF RESERVES	790,787	100	0	790,887
EXPENDITURES		**7,137,659**	**100**	**0**	**7,137,759**
403-4230-549-100	OTHER OBLIGATIONS	90,787	100	0	90,887

WASTEWATER TRUST FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		**7,972,436**	**7,859**	**0**	**7,980,295**
404-0000-380-000	USE OF RESERVES	102,698	7,859	0	110,557
EXPENDITURES		**7,972,436**	**7,859**	**0**	**7,980,295**
404-4240-549-100	OTHER OBLIGATIONS	230,798	100	0	230,898
404-4240-663-000-WW2302	EAST REGIONAL FORCE MAIN PART A1 & A2	4,446,954	7,759	0	4,454,713

STORMWATER FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		**3,839,651**	**0**	**0**	**3,839,651**
EXPENDITURES		**3,839,651**	**6,000**	**6,000**	**3,839,651**
450-4500-544-100	RENTALS & LEASES	15,000	0	6,000	9,000
450-4500-546-400	EQUIPMENT MAINTENANCE	72,700	4,000	0	76,700
450-4500-554-100	BOOKS & MEMBERSHIPS	1,790	2,000	0	3,790

PERMITS AND INSPECTIONS FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		**4,850,868**	**26,398**	**0**	**4,877,266**
	Other Sources				
480-0000-380-000	USE OF RESERVES	1,960,493	26,398	0	1,986,891
EXPENDITURES		**4,850,868**	**26,398**	**0**	**4,877,266**
480-4800-412-100	REGULAR SALARIES & WAGES	1,563,187	9,270	0	1,572,457
480-4800-423-100	LIFE & HEALTH INSURANCE	236,773	1,010	0	237,783
480-4800-421-100	FICA TAXES	127,578	716	0	128,294
480-4800-422-100	RETIREMENT CONTRIBUTIONS	126,490	702	0	127,192
480-4800-541-200	OFFICE PHONES	8,000	14,700	0	22,700

HEALTH INSURANCE COST CONTAINMENT FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		**783,705**	**16,000**	**0**	**799,705**
	Miscellaneous Revenue				
500-0000-380-000	USE OF RESERVES	49,000	16,000	0	65,000
EXPENDITURES		**783,705**	**16,000**	**0**	**799,705**
500-5000-546-100	BUILDING MAINTENANCE	36,500	5,000	0	41,500
500-5000-552-100	OPERATING SUPPLIES	136,100	11,000	0	147,100

Section 2. In all other respects the Budget of the City of DeLand, Florida for fiscal year 2024-2025 is hereby ratified and confirmed as adopted by Resolutions 2024-85, 2024-113, 2025-05, 2025-13 and 2025-31.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 16th day of June, 2025.

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Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

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Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

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Darren J. Elkind
City Attorney

FY 24-25 Budget Amendment Details

	Account Description	Increase	Decrease	Description
GENERAL FUND				
REVENUES		***389,287***	***0***	
001-0000-342-900	BARRICADE USE	6,860		increase funding from Barricade Use
001-0000-347-290	CONCESSIONS	8,000		increase funding from Concessions
001-0000-380-000	USE OF RESERVES	374,427		increase funding for Merridian Barriers ($171,651), PD Generator ($200,776), Bronze Memorial Monument ($2,000)
EXPENDITURES		***597,953***	***208,666***	
001-0102-413-100	OTHER SALARIES & WAGES	10,000		increase appropriation for PT Assistant to the City Clerk
001-0106-414-120	O/T-DOWNTOWN NON WAIVED	1,500		increase appropriation for OT - Downtown Non-Waived Events
001-0106-546-300	A/C MAINTENANCE	3,100		increase appropriation for A/C Maintenance
001-0106-549-100	OTHER OBLIGATIONS	2,100		increase appropriation for Holiday Luncheon Catering
001-0110-413-100	OTHER SALARIES & WAGES	15,000		increase appropriation for P/T Admin Assistant for training purposes
001-0110-552-200	OPERATING CAPITAL		2,175	decrease appropriation for PC Rotation
001-1118-412-100	REGULAR SALARIES & WAGES		2,035	decrease appropriation for new Principal Planners (split with P&I Fund)
001-1118-423-100	LIFE & HEALTH INSURANCE		517	decrease appropriation for new Principal Planners (split with P&I Fund)
001-1118-421-100	FICA TAXES		157	decrease appropriation for new Principal Planners (split with P&I Fund)
001-1118-422-100	RETIREMENT CONTRIBUTIONS		154	decrease appropriation for new Principal Planners (split with P&I Fund)
001-1222-546-100	BUILDING MAINTENANCE	7,000		increase appropriation for Door Repair at Fire Station 81
001-1222-546-400	EQUIPMENT MAINTENANCE	46,550		increase appropriation for Engine Rebuild on SE 81
001-1222-552-100	OPERATING SUPPLIES		4,200	increase appropriation for Operating Supplies
001-1222-552-140	OPERATING SUPPLIES-UNIFORMS	4,200		increase appropriation for Operating Supplies - Uniforms
001-1226-546-400	EQUIPMENT MAINTENANCE		2,353	decrease appropriation for Equipment Maintenance
001-1226-549-100	OTHER OBLIGATIONS	22,500		increase appropriation for deductible billing
001-1226-552-000	HARDWARE/SOFTWARE	28,750		increase appropriation for Axon Cameras for Interview Room (reclassified to operating)
001-1301-552-000	HARDWARE/SOFTWARE	2,175		increase appropriation for Commander Room Monitor Replacement
001-1302-549-100	OTHER OBLIGATIONS	11,000		increase appropriation for deductible billing
001-1304-549-100	OTHER OBLIGATIONS	4,100		increase appropriation for deductible billing
001-1306-552-100	OPERATING SUPPLIES		8,995	decrease appropriation for Operating Supplies
001-1401-534-100	CONTRACTUAL SERVICES	6,000		increase appropriation for banking / merchant services
001-1401-540-100	TRAVEL & TRAINING	2,200		increase appropriation for Travel and Training
001-1402-552-160	OPERATING SUPPLIES-CONCESSION	8,000		increase appropriation for Operating Supplies - Concessions
001-1403-549-100	OTHER OBLIGATIONS	1,100		increase appropriation for deductible billing
001-1403-552-200	OPERATING CAPITAL	8,364		increase appropriation for two 5 Ton Compressors
001-1405-549-100	OTHER OBLIGATIONS	50		increase appropriation for Property Taxes for the Trailer Park
001-1405-552-100	OPERATING SUPPLIES	500		increase appropriation for Operating Supplies
001-1406-546-100	BUILDING MAINTENANCE	600		increase appropriation for Building Maintenance
001-1406-546-200	PEST CONTROL	100		increase appropriation for Pest Cotnrol
001-1410-546-100	BUILDING MAINTENANCE	3,000		increase appropriation for Leak Detection Services
001-1411-544-100	RENTALS & LEASES	1,000		increase appropriation for Portable Rentals
001-1411-546-200	PEST CONTROL	100		increase appropriation for Pest Cotnrol
001-1411-546-400	EQUIPMENT MAINTENANCE	500		increase appropriation for Equipment Maintenance
001-1412-543-200	WATER/SEWER/GARBAGE/SW	130		increase appropriation for Fire Line Charge
001-1412-546-300	A/C MAINTENANCE	2,700		increase appropriation for A/C Maintenance
001-1412-546-400	EQUIPMENT MAINTENANCE	2,000		increase appropriation for Equipment Maintenance
001-9990-999-100	CONTINGENCY		150,966	decrease appropriation for net of operaating adjustments
001-9999-991-170	TRANSFER TO GIFT FUND	189,510		increase appropriation for new Meridian Barriers
001-9999-991-190	TRANSFER TO GRANTS & SPEC REV	2,353		increase appropriation for Parking Enforcement Golf Cart
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND		37,114	decrease appropriation for van purchase ($8,364) and Axon Cameras for Interview Room ($28,750)
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	211,771		increase transfer for PD Generator ($200,776), Bronze Memorial Monument ($2,000), Diagnostic Scanner ($8,995)
CONFISCATED TRUST FUND				
REVENUES		***9,500***	***0***	
109-0000-380-900	USE OF RESERVES - STATE	9,500		increase funding for new K-9
EXPENDITURES		***9,500***	***0***	
109-1226-664-000-PD2521	SINGLE PURPOSE K-9	9,500		increase appropriation for new K-9

Account	Account Description	Increase	Decrease	Description
GOVERNMENTAL IMPACT FEES TRUST FUND				
REVENUES		***1,386,517***	***0***	
170-0000-380-110	USE OF RESERVES - POLICE	468,900		increase funding for six new PD vehicles ($438,000) and Downtown Cameras ($30,900)
170-0000-380-130	USE OF RESERVES - GEN GOV"T	728,107		increase funding for new Meridian Barriers & Bollards
170-9999-381-001	TRANSFER FROM GENERAL FUND	189,510		increase transfer from Barricades Reserve Funding
EXPENDITURES		***1,386,517***	***0***	
170-0106-664-000-AD2502	MERIDIAN BARRIERS	608,967		increase appropriation for new Meridian Barriers
170-0106-664-000-AD2503	BOLLARDS	308,650		increase appropriation for new Bollards
170-1226-552-200	OPERATING CAPITAL	30,900		increase appropriation for new Downtown Cameras
170-1226-664-000-PD2515	VEHICLE FOR NEW OFFICER (1 OF 6)	73,000		increase appropriation for new PD vehicle
170-1226-664-000-PD2516	VEHICLE FOR NEW OFFICER (2 OF 6)	73,000		increase appropriation for new PD vehicle
170-1226-664-000-PD2517	VEHICLE FOR NEW OFFICER (3 OF 6)	73,000		increase appropriation for new PD vehicle
170-1226-664-000-PD2518	VEHICLE FOR NEW OFFICER (4 OF 6)	73,000		increase appropriation for new PD vehicle
170-1226-664-000-PD2519	VEHICLE FOR NEW OFFICER (5 OF 6)	73,000		increase appropriation for new PD vehicle
170-1226-664-000-PD2520	VEHICLE FOR NEW OFFICER (6 OF 6)	73,000		increase appropriation for new PD vehicle
GRANTS & SPECIAL REVENUE FUND				
REVENUES		***194,215***	***165,131***	
190-0000-331-500	CDBG GRANT REVENUE		89,220	decrease funding for CDBG ADA Improvements (moved to right account)
190-0000-331-500-PR2522	CDBG - JACKSON LANE PARK PAVILION	102,642		increase funding for Jackson Lane Park Pavilion
190-0000-331-500-PW2304	CDBG 2023 - ROW ADA SIDEWALK IMPROV		75,911	decrease funding for CDBG ADA Sidewalk Improvements
190-0000-331-500-PW2501	CDBG 2025 - ADA IMPROVEMENTS	89,220		increase funding for CDBG ADA Improvements (moved to right account)
190-9999-381-001	TRANSFER FROM GENERAL FUND	2,353		increase funding for Parking Enforcement Officer Golf Cart
EXPENDITURES		***104,995***	***75,911***	
190-1226-664-000-PD2513	JAG - PARKING ENFORCEMENT OFFICER GOLF	2,353		increase appropriation for Parking Enforcement Officer Golf Cart
190-1403-662-000-PR2522	CDBG - JACKSON LANE PARK PAVILION	102,642		increase appropriation for Jackson Lane Park Pavilion
190-1302-663-000-PW2304	CDBG 2023 - ROW ADA SIDEWALK IMPROV		75,911	decrease appropriation for CDBG ADA Sidewalk Improvements
CAPITAL PROJECT FUND				
REVENUES		***211,771***	***37,114***	
300-9999-381-001	TRANSFER FROM GENERAL FUND	211,771		increase funding for PD Generator ($200,776), Bronze Memorial Monument ($2,000), Diagnostic Scanner ($8,995)
300-9999-381-001	TRANSFER FROM GENERAL FUND		37,114	decrease funding for van purchase ($8,364) and Axon Cameras for Interview Room ($28,750)
EXPENDITURES		***213,816***	***39,159***	
300-1226-663-000-PD2414	BRONZE MEMORIAL MONUMENT	2,000		increase appropriation for Bronze Memorial Monument
300-1226-664-000-PD2514	600KW DIESEL GENERATOR FOR POLICE	200,776		increase appropriation for new PD Generator
300-1226-664-110-PD2512	AXON CAMERAS FOR 2ND INTERVIEW ROOM		28,750	decrease appropriation for Axon Cameras for Interview Room (reclassified to operating)
300-1302-663-000-PW2216	CITY ENTRY FEATURE - DESIGN	170		increase appropriation for two Welcome Signs
300-1302-664-000-PW2504	NEW BOXER 700DX MINI SKID STEER		170	decrease appropriation for Mini Skid Steer
300-1306-664-000-PW2518	TEXA-DIAGNOSTIC SCANNER	8,995		increase appropriation for new Diagnostic Scanner
300-1403-662-000-PR2502	REPLACE ROOF ON MAIN HALL - CHISHOLM CEN	1,875		increase appropriation for Chisholm Center Roof
300-1403-664-000-PR2511	REPLACE VEHICLE #44		10,239	decrease appropriation for van purchase

FY 24-25 Budget Amendment Details

	Account Description	Increase	Decrease	Description
WATER & SEWER FUND				
REVENUES		***350,000***	***0***	
401-0000-380-000	USE OF RESERVES	350,000		increase funding for 1265 Aquarius Ave Land Purchase ($350,000)
EXPENDITURES		***764,110***	***414,110***	
401-4201-541-200	OFFICE PHONES	24,000		increase appropriation for Office Phones and Internet
401-4201-543-100	POWER		30,000	decrease appropriation for Power
401-4201-552-100	OPERATING SUPPLIES	6,000		increase appropriation for Operating Supplies
401-4201-552-200	OPERATING CAPITAL	268,236		increase appropriation for Utility Admin Building FFE (moved to operating)
401-4201-664-000-UT2302	UTILITY ADMIN BLDG FFE		289,956	decrease appropriation for Utility Admin Building FFE (moved to operating)
401-4201-664-000-UT2549	POWR-FLITE PHANTOM FLOOR SCRUBBER	6,420		increase appropriation for Floor Scrubber
401-4201-664-000-UT2551	MINI SPLIT AC UNITS	15,300		increase appropriation for 2 Mini Split A/C Units
401-4202-540-100	TRAVEL & TRAINING		4,100	decrease appropriation for Travel & Training
401-4202-549-100	OTHER OBLIGATIONS	3,000		increase appropriation for deductible billing
401-4202-554-100	BOOKS & MEMBERSHIPS	1,100		increase appropriation for Memberships
401-4203-546-400	EQUIPMENT MAINTENANCE	30,000		increase appropriation for Equipment Maintenance
401-4203-552-500	W & WW CHEMICALS		30,000	decrease appropriation for Chemicals
401-4205-534-400	SLUDGE HAULING	10,000		increase appropriation for Degrit Hauling
401-4205-661-000-UT2550	1265 AQUARIUS AVE LAND PURCHASE	350,000		increase appropriation for 1265 Aquarius Ave Land Purchase
401-4205-664-000-UT2517	RECLAIM BUILDING A/C REPLACEMENT	423		increase appropriation for Reclaim Building A/C Replacement
401-4206-664-000-UT2541	CDBG - LS#16 GENERATOR (HILL/BERESFORD)	278		increase appropriation for LS#16 Generator
401-4210-663-000-UT2336	DOWNTOWN LIFT STATION & FM DESIGN	49,353		increase appropriation for Downtown Lift Station & FM Design
401-9990-999-100	CONTINGENCY		60,054	decrease appropriation for Degrit Hauling ($10,000), Downtown Lift Station & FM Design ($49,353), Reclaim Building A/C Replacement ($423), and LS#16 Generator ($278)
WATER TRUST FUND				
REVENUES		***100***	***0***	increase funding for Volusia County Utility Permits
403-0000-380-000	USE OF RESERVES	100		
EXPENDITURES		***100***	***0***	
403-4230-549-100	OTHER OBLIGATIONS	100		increase appropriation for Volusia County Utility Permits
WASTEWATER TRUST FUND		***7,859***	***0***	
REVENUES				
404-0000-380-000	USE OF RESERVES	7,859		increase funding for Volusia County Utility Permits and East Regional Force Main CEI A1 & A2
EXPENDITURES		***7,859***	***0***	
404-4240-549-100	OTHER OBLIGATIONS	100		increase appropriation for Volusia County Utility Permits
404-4240-663-000-WW2302	EAST REGIONAL FORCE MAIN PART A1 & A2	7,759		increase appropriation for East Regional Force Main CEI A1 & A2
STORMWATER FUND				
REVENUES		***0***	***0***	
EXPENDITURES		***6,000***	***6,000***	
450-4500-544-100	RENTALS & LEASES		6,000	decrease appropriation for Rentals & Leases
450-4500-546-400	EQUIPMENT MAINTENANCE	4,000		increase appropriation for Equipment Maintenance
450-4500-554-100	BOOKS & MEMBERSHIPS	2,000		increase appropriation for Memberships

FY 24-25 Budget Amendment Details

	Account Description	Increase	Decrease	Description
PERMITS AND INSPECTIONS FUND				
REVENUES		***26,398***	***0***	
480-0000-380-000	USE OF RESERVES	26,398		increase funding for Office Phones & new Principal Planners (split with GF)
EXPENDITURES		***26,398***	***0***	
480-4800-412-100	REGULAR SALARIES & WAGES	9,270		increase appropriation for new Principal Planners (split with GF)
480-4800-423-100	LIFE & HEALTH INSURANCE	1,010		increase appropriation for new Principal Planners (split with GF)
480-4800-421-100	FICA TAXES	716		increase appropriation for new Principal Planners (split with GF)
480-4800-422-100	RETIREMENT CONTRIBUTIONS	702		increase appropriation for new Principal Planners (split with GF)
480-4800-541-200	OFFICE PHONES	14,700		increase appropriation for new Office Phones & Internet
HEALTH INSURANCE COST CONTAINMENT FUND				
REVENUES		***16,000***	***0***	
500-0000-380-000	USE OF RESERVES	16,000		increase funding from Use of Reserves
EXPENDITURES		***16,000***	***0***	
500-5000-546-100	BUILDING MAINTENANCE	5,000		increase appropriation for Building Maintenance at new Health Clinic
500-5000-552-100	OPERATING SUPPLIES	11,000		increase appropriation for Operating Supplies at new Health Clinic

CITY OF DELAND
Request for Commission Action
June 16, 2025

SUBJECT: Resolution Approving Revised Building Permit Fee Schedule.

DEPARTMENT: Community Development

PREPARED BY: Rick Werbiskis, Community Dev. Director

ATTACHMENTS: Resolution revised permit fees 2025 (2), Exhibit A-Building Fees 2025 50%reduction

APPROVED BY: Michael Grebosz, Asst. City Manager, June 11, 2025

SUMMARY/HIGHLIGHT:

In 2019, the Florida Building Code was amended to restrict the value of unexpended building permit revenue fees that are carried over from a prior year. On May 1, 2024, Building Permit fees were reduced by 10% to address excess unexpended funds.

Currently, the average operating budget for the Building Department for the past four years is $3,018,029. The unrestricted fund balance, at the end of fiscal year September 30, 2024, was $5,792,700. Based upon current and proposed expenditures and revenues, it has been determined that the fees should be further reduced for a temporary time. The proposed resolution will temporarily reduce all fees, except for the highlighted fees, by an additional 40%, so that the building permit fees, with limited exceptions as set forth in the attached resolution and exhibit, will be 50% lower than the fees in effect prior to May 1, 2024.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

NA

FISCAL IMPACT:

Adoption of this resolution will result in a temporary reduction of fees collected related to the administration of the Florida Building Code.

RECOMMENDATION:

It is recommended that the City Commission approve the resolution.

BACKGROUND/DISCUSSION:

In 2019, FS 553.80(7) was amended to include the following restriction related to unexpended Building Revenue Fees - *A local government may not carry forward an amount exceeding the average of its operating budget for enforcing the Florida Building Code for the previous 4 fiscal years.* Adoption of the proposed resolution will allow for the balance of the unexpended fees to be reduced and brought into conformity with state statute.

RESOLUTION NO. 2025 –

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, APPROVING A TEMPORORARY REDUCTION IN BUILDING PERMIT FEES FOR PERMITS AND OTHER RELATED CHARGES IN ORDER TO COMPLY WITH STATE LAW; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, in 2019, the Florida Building Code was amended to restrict the value of unexpended building permit revenue fees that are carried over from a prior year; and

WHEREAS, on May 1, 2024, the City Commission adopted a resolution reducing building permit fees by 10% in an effort to reduce the surplus unexpended building permit fees in compliance with Florida Statute; and

WHEREAS, there is a need to temporarily reduce the building permit fees by an additional 40% (from the fee amounts that existed prior to May 1, 2024), such that building permit fees will be 50% lower than the fee schedule that had been in place for a number of years prior to May 1, 2024; and

WHEREAS, the Building Permit Fee schedule attached hereto as Exhibit "A" reflects the fee amounts that were in place prior to May 1, 2024;

WHEREAS, the building permit fees listed on the attached Exhibit "A" will be reduced by 50% from the amounts shown on the attached Exhibit "A", with the exception of the highlighted fees which shall not be reduced at all, for the time period during which this Resolution is in effect; and

WHEREAS, it is the City's intention that this Resolution be of limited duration and that a new resolution will be brought forth re-setting the building permit fees once the building permit fee surplus is reduced in compliance with state statute.

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

Section 1. The City Commission for the City of DeLand, hereby approves a reduction of 50% in the amounts of the building permit fees listed on the Building Permit Fee schedule attached hereto as Exhibit "A" with the exception of the fees highlighted on the attached schedule, which fees shall not be reduced at all

Section 2. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the remaining portions of this Resolution.

Section 3. This Resolution shall become effective on June 30, 2025, and shall remain in effect until repealed or otherwise revised by further action of the City Commission.

PASSED AND DULY ADOPTED this 16th day of June, 2025.

_____
Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

_____
Julia M. Hewitt
Interim City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

"EXHIBIT A"
BUILDING PERMIT FEES

With the exception of fees highlighted below, all fees shall be reduced by 50%.

Residential Building Fee		
Submittal Fee		**$30.00**
Building Permit Fees (additional fees include trades noted below along with Impact Fees and State-required fees)	**Based on the Current Edition of the ICC Building Valuation Data Table or actual value, whichever is higher**	**0.75% of Valuation Minimum $50**

Commercial Building Fees		
Submittal Fee		**$50.00**
Building Permit Fee (additional fees include trades noted below along with Impact Fees and State-required fees)	**Based on the Current Edition of the ICC Building Valuation Data Table or actual value, whichever is higher**	**0.75% of Valuation Minimum $100**

Townhome Building Fees		
Submittal Fee		**$30.00**
Foundation Fee (separate permit)		**$100.00**
Building Permit Fee (per townhome unit) (additional fees include trades noted below along with Impact Fees and State-required fees)	**Based on the Current Edition of the ICC Building Valuation Data Table or actual value, whichever is higher**	**0.75% of Valuation Minimum $100**

Master File		
Residential Submittal Fee		**$30.00**
Residential Fee		**$0.40 per $1,000 total valuation $40 minimum charge**
Commercial and Multiple Family Submittal Fee		**$50.00**
Commercial and Multiple Family Fee		**$1.15 per $1,000 total valuation $100 minimum charge**

Re-Roof Fee		
Minimum Roof Permit Fee		**$90**
Residential		**$3 per Square**
Commercial		**$7 per Square**

Mechanical Fee		
Residential		**$50 plus $8 per Ton**
Commercial		**$75 plus $10 per Ton**

Plumbing Fee		
Residential		**$50 plus $5 per Fixture**

Commercial		**$75 plus $6 per Fixture**
Backflow		**$50 each**

Electrical Fee		
Minimum Residential Fee		**$50**
Minimum Commercial Fee		**$75**
Single Phase		**$0.50 per Amp**
Three Phase =< 240 Volt		**$0.75 per Amp**
Three Phase > 240 Volt		**$1.00 per Amp**
Temp Pole Residential		**$50**
Temp Pole Commercial		**$100**

Gas Permit Fee		**$50 plus $6 per outlet**

Sign Permit Fee		
New	**Per Sign**	**$100**
Alteration/Repair	**Per Sign**	**$75**

Pool Fee		
Residential (Above Ground)		**$50**
Residential (Below Ground)		**0.75% of Valuation**
Commercial		**0.75% of Valuation**

Reinspection Fee		
553.80 F.S.		**$50**

After-Hours Inspection Fee		**$100/Hour** **Minimum $300**

Access Drive Permit Fee		**$50 per Driveway**

Plan Review Fee **(Applications requiring plan review)**		
Residential Building	**One- and two-family dwellings and structures, mobile home, remodels, additions, alterations, accessory structures, swimming pools and spas**	**$0.40 per $1,000 total valuation** **$40 minimum charge**
Commercial and Multiple Family	**Commercial and multiple family buildings and structures, remodels, additions, alterations, accessory structures,**	**$1.15 per $1,000 total valuation** **$100 minimum charge**
Plan review fee for third and subsequent reviews	**All residential and commercial buildings**	**$20 per plan page**

NOTES:

- **All fees are non-refundable**

- **Valuation of work shall be based on the Current Edition of the ICC Building Valuation Data Table or actual contractual value, whichever is higher. Signed contracts may be required to be submitted to verify valuations.**

DCA State Surcharge fee
(This is a pass-through charge imposed by the State in accordance with 553.721, Florida Statutes. The amount of this surcharge is subject to change whenever the Statutorily-required fee changes.)

BCAI State Surcharge fee
(This is a pass-through charge imposed by the State in accordance with 468.631, Florida Statutes. The amount of this surcharge is subject to change whenever the Statutorily-required fee changes.)

ALTERNATIVE PLANS REVIEW AND INSPECTION SERVICES

In accordance with the provisions of Section 553.791 Florida Statutes, the following cost savings shall be applied to Building Permit fees when an applicant is utilizing a private provider to perform plans review and/or building inspections in lieu of the local building official:

Plans Review – Plans Review fees waived
Building Inspections - $20.29 credit per required inspection

WORK CONDUCTED WITHOUT A VALID PERMIT

Applicants applying for permits for construction or work started, without a permit for which a permit is required, will be charged a double permit fee for the first occurrence. For the second or any subsequent occurrences an applicant conducts work without a permit, a $295.00 additional penalty plus the double permit fee will be charged and a complaint filed with the Department of Business and Professional Regulation.

CITY OF DELAND
Request for Commission Action
June 16, 2025

SUBJECT: Consideration re Summit Place Proportionate Fair Share Agreement (PFSA).

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Summit Place PFSA - Partially Executed

APPROVED BY: Michael Grebosz, Asst. City Manager, June 11, 2025

SUMMARY/HIGHLIGHT:

In 2024, the Summit Place development was approved to construct 300 townhomes. The City, County and Developer must enter into the Proportionate Fair Share Agreement (PFSA) to memorialize the payment amount due and any relevant terms related thereto. Staff is requesting the approval of the Summit Place PFSA to maintain concurrency within the project vicinity. If approved, the agreement will be effective upon signature by all parties and the entire amount shall be paid to the County within thirty days of execution of the PFSA.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value government.

SUSTAINABILITY:

Maintaining roadway concurrency results in fewer vehicular delays and idling which aids in supporting a sustainable community.

FISCAL IMPACT:

There is no fiscal impact to the City. The payment of $405,001.33 will be paid to the County by the developer and the developer will receive impact fee credits in the amount of the payment facilities resulting from the Summit Place development.

RECOMMENDATION:

It is recommended that the City Commission approve the Summit Place Proportionate Fair Share Agreement.

BACKGROUND/DISCUSSION:

On October 21, 2024, the Summit Place development was approved to construct 300 townhomes on +/- 66.5 acres of land located on N. Summit Avenue. In accordance with Florida Statutes, new development is reviewed for traffic concurrency prior to issuing construction permits. To demonstrate traffic concurrency, a traffic impact analysis reviews the availability of roadway capacity on the existing road network within the project's vicinity. After review by the County's traffic engineer, it was determined that several roadway and intersection improvements were needed to maintain concurrency including; the widening of SR 44 and West Volusia Beltway from two to four lanes, the construction of left turn lanes at the intersection of SR 44 and Summit Avenue, and other turn lane extensions along the roadways. This results in a proportionate share cost of $405,001.33 which can be allocated for roadway improvements.

To formalize payment, the City, County and Developer must enter into the PFSA to memorialize the payment amount due and any relevant terms related thereto. The agreement is based upon the provisions of Section 163.3180(5)(h), Florida Statutes, which authorizes payment of proportionate fair share mitigation funds as an alternative to demonstrating traffic concurrency in certain circumstances. Pursuant to statute, the developer is entitled to County road impact fee credits in the amount of the proportionate fair share payment.

SUMMIT PLACE
PROPORTIONATE FAIR SHARE AGREEMENT

THIS PROPORTIONATE FAIR SHARE AGREEMENT (the "Agreement") is entered into by and between the following entities: **KBC Summit Place, LLC,** a limited liability company whose address is 1590 Bobby Lee Point, Sanford, FL 32771 ("Developer"); **THE CITY OF DELAND,** a Florida municipal corporation whose address is 120 South Florida Avenue, DeLand, FL ("City"); and the **COUNTY OF VOLUSIA,** a political subdivision of the State of Florida ("County"), whose mailing address is 123 West Indiana Avenue, DeLand, Florida 32720.

WHEREAS, the real property subject to this Agreement is comprised of 66.46± acres of land located on North Summit Avenue in DeLand, Volusia County, Florida, with Parcel Identification Number(s) 7024-00-00-0010 and 7024-00-00-0020 and as further described in **Exhibit A**, attached hereto and incorporated herein (the "Property"); and

WHEREAS, the platting and site plan processes for the Property will allow the Summit Place project to be developed ("Project"); and

WHEREAS, in connection with the plat and site plan review for the Project, a traffic impact analysis ("TIA"), dated July 2024, of the existing road network in the vicinity of the Project was performed by Developer's traffic consultant in order to determine the availability of roadway capacity to serve the Project; and

WHEREAS, the results of the TIA indicate that there is insufficient roadway capacity in the vicinity of the Property without the anticipated additional traffic impacts of the Project; and

WHEREAS, Florida Statutes §163.3180(5)(h) authorizes payment of proportionate fair share mitigation funds as an alternative to demonstrating traffic concurrency in certain circumstances; and

WHEREAS, the TIA identifies certain traffic impacts in the area of the Project ("Impact Area"); and

WHEREAS, Traffic & Mobility Consultants in the TIA and in a separate written memorandum calculated the amount of the proportionate fair share for the total buildout of the necessary offsite traffic improvements required for the Project based upon a maximum buildout of 300 townhome units.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and with the intent to be legally bound and to bind their successors and assigns, the Developer, County, and City do hereby agree as follows:

1. Recitals. The recitals set forth above are true and correct, form a material part of this Agreement, and are incorporated herein by reference.

2. Proportionate Fair Share. For purposes of this Agreement, the calculated "Proportionate Fair Share" for the Property shall be FOUR HUNDRED FIVE THOUSAND ONE AND 33/100 ($405,001.33) DOLLARS, as more particularly described in **Exhibit B**, attached hereto and incorporated herein (the "Proportionate Fair Share"). Developer shall satisfy the Proportionate Fair Share obligation through payment of the sum of the Proportionate Fair Share. The entire amount of the Proportionate Fair Share shall be paid to the County within thirty (30) days of execution of this Agreement by all Parties. Once Developer has paid the Proportionate Fair Share, Developer agrees to waive the right to request a return of the Proportionate Fair Share payment.

3. County's Application of Proportionate Fair Share. The parties intend that the County will apply the Proportionate Fair Share funds received for the purpose of installing improvements in the Impact Area. Developer acknowledges that it has no right to direct or claim a right to direct the application of the Proportionate Fair Share to making any specific public roadway infrastructure improvements.

4. Impact Fees. Subsequent to payment of funds, Developer shall be entitled to County thoroughfare road impact fee credits against and in an amount equal to the Proportionate Fair Share. County Impact fee credits shall be issued as detailed in **Exhibit C.**

5. Developer Acknowledgement/Waiver. Developer acknowledges that the payment of the Proportionate Fair Share does not release the Developer from payment of any other City development or building related fees including other impact fees, or such other City fees as may be prescribed by law.

6. Effective Date. The effective date this Agreement shall be the last date upon which all parties hereto cause this Agreement to be executed as indicated below their respective signatures.

7. Binding Nature of this Agreement. This Agreement shall inure to the benefit of the parties hereto and the subject property, and shall be binding upon any person, firm, or corporation that may become a subsequent owner, successor in interest or assign, directly or indirectly, of the subject property or any portion thereof.

8. Venue. In the event of any claim, action, litigation or proceeding under this Agreement, venue shall be in Volusia County, State of Florida.

9. Recordation. This Agreement will be recorded in the Public Records of Volusia County, Florida, at Developer's expense.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The electronic (i.e., facsimile or email) transmittal of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on behalf of the respective entities, their successors and assigns.

Signed, sealed and delivered in the presence of:

THE CITY OF DELAND, FLORIDA, a Florida municipal corporation

_____

Witness 1

By:_____

_____

Print Name of Witness 1

Christopher M. Cloudman, Mayor

Attest: _____

_____

Witness 2

Julie A. Hennessy, City Clerk

_____

Print Name of Witness 2

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____day of _____, 2024 by Christopher M. Cloudman and Julie A. Hennessy, Mayor and City Clerk, respectively, of The City of DeLand, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

_____

Notary Public

Printed Name:

_____

Commission No. _____

Approved as to form by:

By:_____

Darren J. Elkind, City Attorney

Attest
By: _____
George Recktenwald, County Manager

COUNTY OF VOLUSIA, a political subdivision of the State of Florida

_____
Jeffrey S. Brower, County Chair

Approved as to form by:

By:_____
Christopher Ryan Asst. County Attorney

Signed, sealed and delivered in the presence of:

Witness 1

Patti Sholar

Print Name of Witness 1

Witness 2

Chad Moorhead

Print Name of Witness 2

KBC Summit Place, LLC

By:

Name: Michael J. Good

Its: Manager

STATE OF FL

COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8 day of November 2024, by Michael J. Good, as manager of KBC Summit Place, LLC. He/she is [X] personally known to me or [ ] produced as identification and did not take an oath.

PATTI SHOLAR
Notary Public · State of Florida
Commission # HH 401491
My Comm. Expires Jun 2, 2027
Bonded through National Notary Assn.

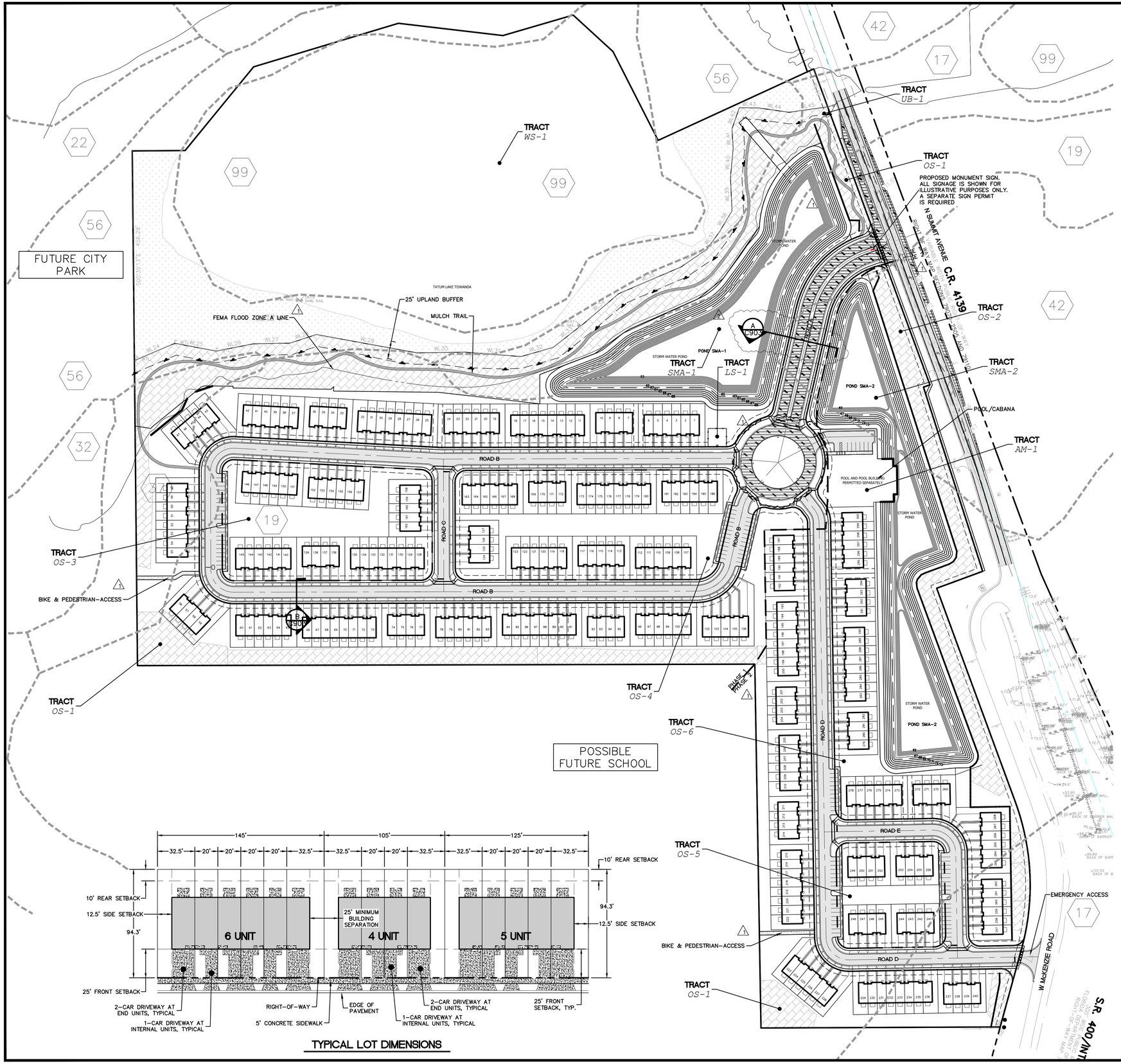
Notary Public Patti Sholar

Printed Name: Patti Sholar

Commission No. HH 401491

Exhibit A

The Property



TYPICAL LOT DIMENSIONS

GRAPHIC SCALE

100 0 50 100 200

(IN FEET)
1 inch = 100 ft.

HATCH LEGEND

- NATURAL TREE PROTECTION AREA 40' WIDE OR GREATER
- PAVEMENT
- HEAVY DUTY PAVEMENT
- FEMA FLOOD ZONE

SITE DATA:

1. TOTAL NUMBER OF UNITS:
   PHASE 1: 186
   PHASE 2: 114
   TOTAL: 300
2. PROJECT AREA: 59.90 AC
3. LAKE AREA: 13.59 AC
4. WETLAND AREA: 3.55 AC
5. UPLAND AREA: 42.76 AC
6. MAX. IMPERVIOUS AREA: 50% = 21.30 AC
7. MIN. TREE PROTECTION AREA: 15% = 6.92 AC, 7.17 AC. SHOWN
8. BUILDING SETBACKS:
   FRONT: 25'
   SIDE: 0'
   REAR: 10'
   MIN. DISTANCE BETWEEN BUILDINGS SIDE TO SIDE: 25'
   MIN. DISTANCE BETWEEN BUILDINGS SIDE TO REAR: 25'
   MIN. DISTANCE BETWEEN BUILDINGS REAR TO REAR: 50'
9. IMPERVIOUS SURFACE RATIO (ISR), 70% MAX.:
   ROADWAY: 4.92 ACRES/ 8.2%
   SIDEWALK: 1.35 ACRES/ 2.2%
   BUILDINGS: 7.82 ACRES/ 13.0%
   DRIVEWAYS: 2.71 ACRES/ 4.5%
   TOTAL IMPERVIOUS: 16.80 ACRES/ 27.9%
   PERVIOUS = 49.4%
   TATUM LAKE TOWANDA : 13.6 ACRES/ 22.7%
   TOTAL: 100.00%
10. PARKING REQUIREMENTS: TWO SPACES PER UNIT (GARAGE AND DRIVEWAY SPACE ARE PROVIDED)
    VISITOR PARKING: 0.25 SPACES/UNIT = 75 SPACES REQUIRED
    118 SPACES AVAILABLE
    AMENITY PARKING PROVIDED: 6 REGULAR SPACES
    2 HANDICAP SPACES
11. GROSS DENSITY = UNITS/ PROJECT AREA – LAKE TATUM =
    300 / 59.90 AC – 13.57 AC = 6.48 DU/AC
    MAX. GROSS DENSITY = 16 UNITS/ AC
12. PROPOSED SITE IMPROVEMENTS SHALL NOT ENCROACH ONTO FEMA FLOODZONE A LIMITS THROUGH GRADING AND/OR FILL.
13. FUTURE LAND USE: GATEWAY
14. EMERGING GATEWAY OVERLAY: SUMMIT AVENUE (CR4139)
15. MAINTAINING AUTHORITY OVER ADJOINING ROADS: VOLUSIA COUNTY
16. ALL LIGHTING WILL BE FULL CUT-OFF AND DARK SKY.
17. A MANDATORY HOMEOWNERS ASSOCIATION SHALL BE CREATED TO PROVIDE FOR MANAGEMENT FOR ALL COMMON AREAS AND FACILITIES.

SOILS LEGEND

SOIL NUMBER	SOIL NAME
17	POMELLO FINE SAND, 0 TO 5 PERCENT SLOPES
19	DELAND FINE SAND, 0 TO 5 PERCENT SLOPES
37	ORSINO FINE SAND, 0 TO 5 PERCENT SLOPES
42	PAOLA FINE SAND, 0 TO 8 PERCENT SLOPES
56	SAMSULA MUCK FREQUENTLY PONDED 0 TO 1 PERCENT SLOPES
99	WATER

Tract / Land Use Table

Tract Name	Use	Ownership / Maint.	Acre	(%)
WS-1	Water Surface	HOA	13.590	22.69
W-1	Wetland	HOA	3.546	5.92
UB-1	Upland Buffer	HOA	1.00	1.67
OS-1	Open Space	HOA	6.95	11.61
OS-2	Open Space	HOA	1.67	2.79
OS-3	Open Space	HOA	0.79	1.32
OS-4	Open Space	HOA	0.85	1.41
OS-5	Open Space	HOA	0.32	0.53
LS-1	Lift Station	City of Deland	0.04	0.06
RW-1	Right of Way	City of Deland	7.15	11.94
SMA-1	Retention/Open Space	HOA	3.59	5.99
SMA-2	Retention/Open Space	HOA	3.76	6.28
AM-1	Amenity	HOA	0.54	0.91
Single Family Lots			16.11	26.89
		Total	59.90	100.00

MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS
431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 629-8330

OVERALL SITE PLAN FOR THE TOWNS AT SUMMIT FLORIDA

CITY OF DELAND

ZONE 1 TRAFFIC
10192 DOWDEN ROAD
ORLANDO, FL 32832
(407) 850-5200

ENGINEER: BENJAMIN S. BECKHAM LICENSE No. 79452 STATE OF FLORIDA PROFESSIONAL ENGINEER
BENJAMIN S. BECKHAM 79452
DATE: 2024.05.03 13:54:24 -04'00'
CERTIFICATE OF AUTHORIZATION NO. CA-0007723

NO.	DATE	REVISIONS
1	1/22/24	REV PER CITY OF DELAND COMMENTS DATED 02/19/23
2	04/23/24	REV PER CITY OF DELAND COMMENTS
3		
4		
5		
6		
7		
8		
9		
10		
11		

H:\Data\21086 Summit Ave PD\Eng\Final\21086_C100 OVERALL SITE PLAN.dwg May 3, 2024 2:33 PM

JOB # 21086
DATE: 02/20/23
SCALE: 1" = 100'
DESIGNED BY: JTT
DRAWN BY: JTT
APPROVED BY: BSB

C100

Exhibit B

Proportionate Fair Share Calculation

Table 9
Roadway Segment Proportionate Share Calculation

Roadway Segment	Roadway Improvement	Length (miles)	Capacity			Project Trips	Prop Share %	Improvement Cost	Prop Share
			Base	Improved	Increase				
SR 44									
W Volusia Beltway/Kepler Rd to Summit Ave	Widen 2 to 4 Lanes	1.27	1,712	3,580	1,868	53	2.84%	$9,139,336.68	$259,306.66
West Volusia Beltway									
SR 44 to Minnesota Ave	Widen 2 to 4 Lanes	0.76	1,540	3,410	1,870	18	0.96%	$4,710,306.72	$45,339.85

Source: Volusia County 'Master Prop Fair Share Table' dated January 2024

$304,646.51

Table 10
Intersection Proportionate Share Calculation

Intersection	Intersection Improvement	Length (miles)	Volume			Project Trips	Prop Share %	Improvement Cost	Prop Share
			Backg'd	Project	Total				
SR 44									
@ Summit Ave*	EB/WB Prot'd Lefts	-	75	16	91	16	17.58%	$20,000.00	$3,516.48

Source: Volusia County 'Master Prop Fair Share Table' dated January 2024

**-Capacity is reduced for Summit Ave intersection after mitigation; therefore proportionate share has been calculated based on project trips / total trips at buildout*

$3,516.48

4.3 Turn Lane Costs

The proportionate share calculations for extending existing turn lane lengths are provided in **Table 11**. The costs per mile are based on the FDOT *Cost per Mile Models Report*, as furnished in **Appendix M**.

Table 11
Turn Lane Proportionate Share Calculation

Intersection	Improvement	FDOT Cost per 300 ft	Estimated Adjusted Cost (a)	Buildout Queue Length (b)	Background Queue Length (c)	Proportionate Share Cost (d)=(b)- (c)/300*(a)
SR 44 & Summit Ave	Extend EB Right Turn Lane by 43'	$266,903.26	$333,629.08	43'	39'	$4,448.39
	Extend WB Left Turn Lane by 57'	$270,409.62	$338,012.03	57'	31'	$29,294.38
SR 44 & W. Volusia Bltwy	Extend SB Left Turn Lane by 344'	$270,409.62	$338,012.03	344'	322'	$24,787.55
W. Volusia Bltwy & Beresford Ave Ext	Extend WB Left Turn Lane by 82'	$270,409.62	$338,012.03	82'	48'	$38,308.03
					Total Turn Lane Improvement Cost	$96,838.34

FDOT Cost per Mile Models Report
A 25% engineering and design factor has been applied to the FDOT cost

The proportionate share of the cost equates to $96,838.34 and should be eligible for impact fee credit.

Exhibit C

Impact Fee Credit Instructions

Volusia County
FLORIDA

REQUIREMENTS FOR PROPORTIONATE FAIR SHARE PAYMENTS & COUNTY TRANSPORTATION IMPACT FEE CREDIT PROCESS

To make a Proportionate Fair Share (PFS) payment to Volusia County, please submit:

1. **PFS Calculation:** The applicant shall submit the city and/or county approved PFS calculation based on the city and/or county approved TIA.

2. **PFS development agreement:** The project's recorded development agreement, including PFS calculation and any other documentation supporting the PFS amount, must accompany the PFS payment to the county. This serves as notification to the county that the city has officially approved the PFS amount and allows the respective PFS payment to be paid to the county. The developer making the PFS payment to the county would then be eligible to receive county impact fee credits. *If the city requires the county to be a party to the PFS or development agreement, please contact the County Engineer (386-736-5967). Following the city's approval, allow adequate time for preparation and scheduling of the County Council agenda item.*

3. **PFS check:** Checks can be addressed to: "County of Volusia." In return, a receipt will be provided. County staff will confirm that the check has an approved PFS amount based upon the recorded development agreement's required PFS. PFS checks should be sent to the address below:

Attn: Melissa Winsett
Volusia County Traffic Engineering
123 West Indiana Avenue, Room 402
Deland, FL 32720-4262

To Obtain Impact Fee Credits for PFS Payment or Constructed Mitigation Improvement:

1. **Establish an Impact Fee Credit Account:** After the PFS payment is made or constructed improvements are complete, contact Engineering & Construction to establish an impact fee credit account and obtain credits. Contact: Scott Carraro, scarraro@volusia.org, (386) 736-5967. Please allow 5-7 business days.

   For Impact Fee Credits related to PFS Payments, *please submit the following supporting documentation to Engineering and Construction:*

   - Copy of your PFS check and receipt.
   - Completed Volusia County Impact Fee Account Registration form**, attached. Registration forms require original signatures. Copies or PDF's will not be accepted.

   For Impact fee credits related to Constructed Improvements, *please submit the following to Engineering & Construction:*

   - Actual costs incurred such as executed construction contracts or contractor invoices. Engineers' estimates are not accepted.
   - Completed Volusia County Impact Fee Account Registration form**, attached. Registration forms require original signatures. Copies or PDF's will not be accepted.

   **Note: Your Transportation Impact Fee Credit Account is like a bank account. On the form, the "List of Person(s) authorized to sign for this account" will be the individuals authorized to make withdrawals from the respective Transportation Impact Fee Credit Account.

2. **Allow Staff to Process Information and Make Deposit:** The submittal will be reviewed by county engineering staff and additional information may be requested of the applicant. Engineering & Construction will deliver the original executed Registration Form to County Growth and Resource Management (GRM). GRM (Staff Contact: Beth Branton) will not accept executed forms from anyone other than Engineering & Construction. GRM will establish the Transportation Impact Fee Credit Account and send the applicant an email with instructions on how to pay County Transportation Impact Fees with credits, or if desired, transfer impact fee credits. Please be aware that the county auditor audits transportation impact fee credit files.

For questions regarding PFS calculations, please contact Melissa Winsett at (386) 736-5968, ext. 12322, mwinsett@volusia.org.

For questions regarding Impact Fee Credit Registration, please contact Scott Carraro at (386) 736-5967, ext. 12287, scarraro@volusia.org.

EXHIBIT B

Volusia County
FLORIDA

GROWTH AND RESOURCE MANAGEMENT
Impact Fees
123 West Indiana Avenue Room 200
Deland, FL 32720

(386) 736-5929 e 12097 Fax (386) 626-6550
Impactfees@volusia.org

VOLUSIA COUNTY IMPACT FEE ACCOUNT REGISTRATION

Collection Zone _____ **IP Account Number** _____

NOTE: Credits applied to projects within the above zone.

PLEASE PRINT OR TYPE

Date _____

APPLICANT / PROPERTY OWNER:

_____
Name **E-Mail Address**

_____
Business Name

_____
Mailing Address

_____
City **State** **Zip**

_____ _____
Telephone Number **Fax Number**

Answer the following questions on the subject property:

1. **Physical Address:** _____

   City: _____

   The correct numeric street address for the site is required. Contact the City or County where the project is located for the correct address.

2. **Property Tax Parcel Number(s):** __ __ __ __ - __ __ - __ __ - __ __ __ __
   __ __ __ __ - __ __ - __ __ - __ __ __ __

3. **List of Person(s) authorized to sign for this account:**

   _____ _____
   Print Name Signature

   _____ _____
   Print Name Signature

   _____ _____
   Print Name Signature

Signature of Applicant/Property Owner:_____ Date: _____

CITY OF DELAND
Request for Commission Action
June 16, 2025

SUBJECT: Consideration re Right of First Refusal Agreement Between Aerodyne Research and the City of DeLand.

DEPARTMENT: Community Development

PREPARED BY: Nick Conte, Economic Dev. Manager

ATTACHMENTS: Aerodyne Right of First Refusal

APPROVED BY: Michael Grebosz, Asst. City Manager, June 11, 2025

SUMMARY/HIGHLIGHT:

Aerodyne Research, a DeLand-based parachute manufacturing company, is seeking to secure a first right of refusal agreement with the City of DeLand for an undeveloped parcel of land located at the intersection of Flighline Boulevard and Biscayne Boulevard for future expansion. The company's short-range goal is to develop the property for canopy and parachute manufacturing in place of their former production facility in South Africa.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value job creation - retention and expansion of existing business and site and new business development (business recruitment and site development).

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The first right of refusal agreement is an annual contract for $2,000.

RECOMMENDATION:

It is recommended that the City Commission approve the attached agreement with Aerodyne Research.

BACKGROUND/DISCUSSION:

Aerodyne Research, a DeLand-based parachute manufacturing company, is seeking to secure a first right of refusal agreement with the City of DeLand for an undeveloped parcel of land located at the intersection of Flighline Boulevard and Biscayne Boulevard for future expansion.

AGREEMENT FOR RIGHT OF FIRST REFUSAL

THIS AGREEMENT FOR RIGHT OF FIRST REFUSAL (hereinafter the "Agreement") is made and entered into this __ day of _____, 2025, by and between AERODYNE RESEARCH, LLC, a Florida limited liability company, whose mailing address is 813 Flightline Boulevard, DeLand, Florida 32724, ("AERODYNE") and the CITY OF DELAND, a municipality of the State of Florida, whose mailing address is City Hall, 120 South Florida Avenue, DeLand, Florida 32720, (the "CITY").

WITNESSETH

WHEREAS, the CITY operates a municipal airport; and

WHEREAS, AERODYNE is a manufacturer of main and reserve parachutes and parachute-container systems for sport and military markets; and

WHEREAS, AERODYNE has requested that the CITY grant to AERODYNE, and the CITY desires to grant to AERODYNE, a right of first refusal with respect to a ground lease of real property located at the CITY's Airport as described herein; and

WHEREAS, the real property which is the subject of the right of first refusal granted in this Agreement is generally described in the Exhibit A attached hereto (the "Property"); and

WHEREAS, AERODYNE acknowledges that the legal description in Exhibit A was prepared by the CITY'S engineering department and that the exact legal description of the Property will be determined by a survey performed following AERODYNE'S exercise of its rights granted herein and prior to execution of a lease for the Property.

NOW THEREFORE, for TWO THOUSAND AND 00/100 DOLLARS ($2,000.00) in hand paid by AERODYNE to the CITY, and other good and valuable consideration, the receipt and sufficiency of which the CITY and AERODYNE hereby acknowledge, the parties agree as follows:

SECTION 1. RIGHT OF FIRST REFUSAL.

(a). In the event that the CITY receives a *bona fide* offer in the form of a term sheet, a letter of intent or an executed lease (hereinafter the "Offer") to enter a ground lease relative to the Property, with no material terms yet to be negotiated, AERODYNE shall have the prior, exclusive right to meet any such Offer, which Offer the CITY desires to accept.

(b). In the event of receipt of such Offer which the CITY desires to accept, the CITY shall notify AERODYNE in writing (hereinafter the "Notice") of all of the terms and provisions of said Offer while providing AERODYNE with a copy thereof with the Notice. The Notice shall be transmitted by the CITY to AERODYNE within five (5) business days of receipt of the Offer.

(c). AERODYNE shall have the prior exclusive option to match the Offer at the same price or lease amount and on the same terms and conditions as contained in such Offer. AERODYNE shall have five (5) business days from the receipt of the Notice to notify the CITY in writing if it elects to exercise its rights hereunder.

(d). If AERODYNE fails to notify the CITY within the foregoing five (5) day period, AERODYNE shall be deemed to have elected not to exercise said option. If the CITY does not

thereafter lease the Property to the third party making such Offer at the price or lease amount and upon the terms and conditions set forth in the Notice, AERODYNE's rights under this Agreement shall continue in full force and apply with respect to any new offer from the third party, or from another third party, to lease the Property.

(e). If AERODYNE elects to exercise said option, the CITY shall execute a City of DeLand standard form ground lease for the Property, subject to any revisions to the legal description thereof resulting from a survey which will be prepared at the City's expense but for which the City shall be entitled to use the $2,000 fee paid to it hereunder, with AERODYNE within thirty (30) days following receipt of the survey. In the event the survey costs less than $2,000.00, no part of the $2,000 paid by AERODYNE shall be refunded, the entire amount being deemed a right of first refusal fee.

(f). AERODYNE's "right of first refusal" option under this Agreement shall continue in force for two (2) years from the date of this Agreement indicated in the opening paragraph of this Agreement, but such right will automatically terminate if AERODYNE ceases its current operation at the CITY's Airport at its current location. AERODYNE shall not have the right to assign its rights under this Agreement to a third party.

(g). If AERODYNE elects not to exercise its right of first refusal or if this Agreement expires, the $2,000.00 paid to the City pursuant to this Agreement shall be deemed the property of the City and AERODYNE shall have no claim to such money.

SECTION 2. NOTICES.

(a). Whenever either party desires to give notice unto the other, notice shall be delivered by a nationally recognized courier service to:

For the CITY:	Nick Conte Economic Development Manager 120 S. Florida Avenue DeLand, Florida 32720
With a copy to:	Darren J. Elkind, Esquire City Attorney 142 E. New York Avenue DeLand, Florida 32724
For AERODYNE:	AERODYNE RESEARCH, LLC **Attn:** Serusha Naidoo, President 813 Flightline Blvd., Unit 8 DeLand, Florida 32724

(b). Either of the parties may change, by written notice, the addresses or persons for receipt of notices.

SECTION 3. EFFECTIVE DATE. This Agreement shall take effect on the date that this Agreement is fully executed by the parties.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

CITY OF DELAND, FLORIDA

_____
Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

_____
Julie A. Hennessy, MMC
City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind, Esquire
City Attorney

AERODYNE RESEARCH, LLC

By:_____
Serusha Naidoo, President

EXHIBIT A

That part of the DeLand Municipal Airport, lying in Section 3, Township 17 South, Range 30 East, Volusia County, Florida, described as follows:

Commence at the point of intersection of the centerline of Flightline Boulevard with the centerline of Biscayne Boulevard (formerly Old daytona Road), said point being N.89°31'37"E., a distance of 1804.60 feet from the northwest corner of said Section 3, run thence S.00°29'00"E., along the centerline of said Flightline Boulevard a distance of 260.54 feet; thence N.89°31'00"E., a distance of 50.00 feet to the east right of way line of said Flightline Boulevard and the POINT OF BEGINNING; thence N.00°29'00"W., along said right of way line, a distance of 178.91 feetthe point of curvature of a curve concave to the southeast, having a central angle of 86°34'22", a radius of 35.00 feet, a chord bearing of N.42°48'11"E. and a chord distance of 48.00 feet; thence northeasterly along the arc of said curve, a distance of 52.88 feet to the point of compound curvature of a curve concave the northwest, having a central angle of 07°15'31", a radius of 2081.48 feet, a chord bearing of N.82°27'37"E. and a chord distance of 263.52 feet; thence northeasterly along the arc of said curve, being the southerly right of way line of Biscayne Boulevard, a distance of 263.70 feet; thence S.19°36'02"E. a distance of 49.11 feet; thence N.78°33'21"E., a distance of 66.46 feet; thence S.05°23'48"E., a distance of 160.28 feet; thence S.40°43'50"E., a distance of 68.30 feet; thence S.89°31'00"W., a distance of 433.67 feet to the Point of Beginning; said parcel containing 1.98 acres, more or less.

CITY OF DELAND
Request for Commission Action
June 16, 2025

SUBJECT: Consideration re Award of Bid for Lift Station Generator #16 to Mid-Florida Diesel, Inc.

DEPARTMENT: Utilities

PREPARED BY: Jim Ailes, Deputy Public Serv. Director/Utilities Director

ATTACHMENTS: B-25-09 Tabulation

APPROVED BY: Michael Grebosz, Asst. City Manager, June 11, 2025

SUMMARY/HIGHLIGHT:

The Utilities Department was granted money in the current fiscal year 24/25 adopted CDBG budget to purchase a dedicated generator for Lift Station #16 at the intersection of Hill Avenue and Beresford Avenue. The generator was bid out in April 2025, but the bid was deemed unacceptable by Volusia County, which is responsible for administering the CDBG funds. It was bid out recently again in May 2025 and the bid was deemed acceptable by Volusia County. The bid was advertised via the internet-based Demandstar and Vendorlink platforms, and advertised in the local newspaper. Bids were received from four vendors, two of whom were deemed responsive. The results are detailed in the attached bid tabulation.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

Facilities & Infrastructure.

FISCAL IMPACT:

The lowest bidder, Mid-Florida Diesel, Inc, submitted a responsive bid in the amount of $70,305.00. CDBG funds have been allocated towards this project in the amount of $68,323.00, obligating the City to fund the difference of $1,982.00. Staff recommends awarding the bid to the lowest responsive bidder, Mid-Florida Diesel, Inc. resulting in a total obligation of $70,305.00. Funds are currently available in the Utilities Enterprise Account to cover the $1,982.00 in additional cost for this project.

RECOMMENDATION:

Staff recommends that the City Commission award the bid for Lift Station Generator # 16 to Mid-Florida Diesel, Inc. in the amount of $70,305.00.

BACKGROUND/DISCUSSION:

N/A

120 S. Florida Ave.
DeLand, FL 32720
Phone: 386-626-7000
Fax: 386-626-7140

BID TABULATION SHEET

Bid Title: Lift Station #16 Generator
Bid No: B-25-09
OPENING DATE & TIME: May 21, 2025 @ 3:00 PM
POSTING DATE: May 27, 2025 **POSTED BY: Corey McMillen**

Vendor	City, State	Bid Price
Mid Florida Diesel, Inc.	**Bartow, FL**	**$70,305.00**
TAW Power Systems, Inc dba Integrated Power Services	Riverview, FL	$74,255.00

Note* - Oliver Electric Services and Technical Electric Systems, Inc. were deemed non-responsive (did not meet technical specifications).

Tabulation represents the lowest-responsive bidder and the recommended awardee of the City of DeLand. *Bid tabulations are posted to DemandStar at www.demandstar.com & VendorLink at www.vendorlink.com.*

CITY OF DELAND
Request for Commission Action
June 16, 2025

SUBJECT: Consideration re Florida Gas Transmission Encroachment Agreement.

DEPARTMENT: Utilities

PREPARED BY: Jim Ailes, Deputy Public Serv. Director/Utilities Director

ATTACHMENTS: Encroachment Agreement

APPROVED BY: Michael Grebosz, Asst. City Manager, June 11, 2025

SUMMARY/HIGHLIGHT:

The City Commission authorized Change Order No. 1 to General Underground at the June 2nd meeting for construction of two Water Main Improvement projects. One of the projects involved the relocation of a 12" water main to accommodate the extension of Beresford Avenue at the intersection of Summit Avenue. After construction plans were sent out to applicable local agencies for review and approval, it was noted that work required on Beresford Avenue would cross under an existing gas main and would need to encroach into their existing easement and would be in proximity of a gas pipe line.
The relocated water main must cross an exclusive utility easement owned by the Flroida Gas Transmission Company, LLC, who requires execution of the attached Encroachment Agreement as a condition of the use of the easement. The City has entered into a similar agreement with this firm previously. The gas lines within the Florida Gas Transmission easement are high pressure transmission mains and hence, the Agreement outlines the level of care required to construct the water line crossing this easement in proximity of the high pressure mains.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

Facilities and Infrastructure.

FISCAL IMPACT:

Execution of this Agreement has no fiscal impact.

RECOMMENDATION:

It is recommended that the City Commission approve and accept the Encroachment Agreement with the Florida Gas Transmission Company, LLC and authorize it's execution by the Mayor.

BACKGROUND/DISCUSSION:

N/A

This Instrument Prepared By and Return To:
Right-of-Way Department/Amy Powell
Florida Gas Transmission Company
2301 Lucien Way, Suite 200
Maitland, Florida 32751

Project No.: 25-180
Tract No.: FLBOO-VOLU-012

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025, by and between **FLORIDA GAS TRANSMISSION COMPANY, LLC**, a Delaware limited liability company, ("FGT"), with principal offices a 1300 Main Street, Houston, Texas 77002, and**,** the **CITY OF DELAND**, a municipal corporation of the State of Florida ("CITY"), whose address is 1102 S. Garfield Avenue, DeLand, Florida 32724.

WITNESSETH THAT:

WHEREAS, FGT is the owner and holder of an easement under the provisions of that certain Final Judgement dated March 5, 1962, and recorded in Book 64, at Page 318, Official Records, Volusia County, ("Easement Agreement") covering lands located in Section 13, Township 17 South, Range 30 East, Official Records, Volusia County, Florida as described in the Easement Agreement ("Lands"); and

WHEREAS, pursuant to the authority contained in the Easement Agreement, FGT has constructed and currently operates and maintains a six-inch (6") natural gas pipeline and related surface and subsurface appurtenances, (collectively, the "Pipeline Facilities"), across and through the Lands; and

WHEREAS, CITY is the present owner across that portion of the Lands described in Exhibit "B" attached hereto and made a part hereof for all purposes ("Owned Premises"), with Pipeline Facilities situated thereon;

WHEREAS, CITY seeks consent for the installation of one (1), twelve-inch (12") HDPE water main below the pipeline via trench crossing the twenty-five foot (25') FGT easement ("Easement Area") and the Pipeline Facilities as depicted on Exhibit "C" attached hereto and made a part hereof ("Encroachment"), pursuant to the terms and provisions of this Agreement; and

WHEREAS, CITY has been advised by FGT that FGT is a natural gas transmission company and that FGT operates a high pressure underground natural gas Pipeline Facilities through the Owned Premises; and

WHEREAS, CITY has requested written consent from FGT to maintain, use, and enjoy the Encroachment upon a portion of the Easement Area and in close proximity to the Pipeline Facilities; and

WHEREAS, FGT is willing to grant such consent upon the terms and conditions hereafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in this Encroachment Agreement, FGT and CITY agree as follows:

1. To the extent that FGT has the right to do so, FGT hereby grants consent to CITY to maintain, operate and use the Encroachment on the Owned Premises and the Easement Area, and in close proximity to the Pipeline Facilities, subject to compliance with the following terms and conditions:

A. CITY hereby assumes all risks for damages, injuries, or loss to either property or persons, caused by, or arising out of, or resulting from, or in any way associated with the negligence of the CITY with regard to the installation, construction, use, maintenance, repair or replacement of the Encroachment.

B. The consent granted herein is limited exclusively to the proposed Encroachment upon the Owned Premises within the Easement Area. CITY shall not alter the grade or permit such alteration anywhere on the Easement Area without the prior express written consent of FGT.

C. CITY shall at all times conduct all activities on the Easement Area in such a manner as not to interfere with or impede the operation and maintenance of the Pipeline Facilities, as conducted in the past, present or future, in any manner whatsoever.

D. Except as to the Encroachment, CITY shall not construct, plant or create additional improvements of any kind, including but not limited to, fences, sheds, irrigation or drainage systems, utilities, decking, pole barns, parking lots, roadways, pools, ponds, trees or shrubs within the confines of the Easement Area without the prior express written consent of FGT.

E. CITY understands and agrees that FGT may not have the authority to grant CITY permission to construct the Encroachment in the Easement Area. This Agreement merely defines the terms by which FGT will not object, and that CITY will obtain permission for the Encroachment from the underlying fee owner of the Lands or third parties having an interest in the Owned Premises. The consent granted by this instrument shall not constitute or be construed as a subordination, merger, assignment, conveyance or relinquishment of any of the right, title and interest of FGT under the provisions of the Easement Agreement.

2. CITY agrees that the Encroachment and any additional approved improvements constructed or installed in the Easement Area shall be constructed in accordance with the Engineering and Construction Specifications detailed in Exhibit “A” attached hereto and made a part hereof. Installation, construction, maintenance, repair and replacement of the Encroachment shall be the sole responsibility, and performed at the sole cost and expense of CITY.

3. CITY agrees to indemnify, protect, and hold harmless FGT, its parent, affiliates, subsidiaries, and their directors, officers, employees, representatives, and agents (hereinafter “FGT Entities”) from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage, injury, suit, proceeding, judgment, cost or expense of whatever kind or nature, including but not limited to reasonable attorneys’ fees, caused by, or arising out of, or resulting from, or in any way associated with the installation, construction, use, maintenance, repair or replacement of the Encroachment, or from the operation, maintenance, use or presence of FGT’s Pipeline Facilities upon or in the vicinity of the Easement Area except where such loss, cost, liability, or expense was proximately caused solely by the gross negligence of FGT or its employees.

In addition, CITY agrees to indemnify, defend and hold harmless FGT and the FGT Entities from and against any liability, damage, claims, loss, cause of action, suit, proceeding, judgment, cost (including the cost or expense of environmental response, removal or remediation activities), fees or expense, including reasonable attorney’s fees, arising from: (a) non-compliance with any laws, regulations and orders applicable to the ownership or the operation and maintenance of the Encroachment on the Owned Premises and the Easement Area described herein, and (b) any incidents, acts, releases, negligence, transactions or omissions, or conditions on or affecting the Easement Area caused by, or arising out of, or resulting from, or in any way associated with the installation, construction, use, maintenance, repair or replacement of the Encroachment that would (i) contribute to or constitute a violation of any local, state or federal environmental rule, regulation, law or judicial order, (ii) result, in whole or in part, in any requirement to clean up or otherwise remedy or remediate a condition, (iii) give rise to any lien, liability, injunction, order, restriction, claim, expense, damage, fine or penalty, (iv) adversely affect human health or the environment at or near the Easement Area, or (v) constitute a violation of the terms of this Encroachment Agreement.

Any other provision of this Agreement notwithstanding the contractual duty of the CITY to indemnify FGT, as provided for in this Section 3 or elsewhere in this Agreement, is limited to an amount of $200,000.00 per person/$300,000.00 per

incident, or any other amount which is set forth for the partial waiver of sovereign immunity in Section 768.28, Fla.Stat., as the same may be amended from time to time.

4. CITY shall take reasonable steps to protect the Pipeline Facilities at all times during the performance of any work associated with the Encroachment including maintaining a minimum of three feet (3') of cover over the subsurface Pipeline Facilities at all times.

5. Should FGT need to remove any of the Encroachment within the Easement Area in order to construct, maintain, operate, repair, remove, replace or resize the Pipeline Facilities, CITY shall pay the cost of removing and replacing or reinstalling the Encroachment. In addition, all repair and maintenance work performed by FGT on its existing or additional Pipeline Facilities located on the Easement Area, shall be performed in a reasonable workmanlike manner and FGT shall restore the surface and grade of Owned Premises where the work is performed, but shall not be liable for loss, damage, or replacement to the Encroachment or any equipment and facilities that exist within the Easement Area, and in this regard, CITY hereby releases FGT and the FGT Entities from any and all liability for any such loss or damage.

6. Owner acknowledges that future FGT operations on the Pipeline Facilities or the construction of homes or buildings in the vicinity of the Pipeline Facilities may necessitate that FGT have temporary construction easements to conduct the operations within the Easement Area or to upgrade the existing Pipeline Facilities in accordance with federal regulations. OWNER agrees to provide FGT with temporary construction easements for additional workspace necessary to complete the operation or to upgrade the Pipeline Facilities and at no cost to FGT

7. This Agreement in no way constitutes a waiver by FGT of its rights to enjoy the Easement Area unencumbered by the construction, operation, maintenance or use of the Encroachment within the Easement Area.

8. It is expressly agreed to by and between FGT and CITY that if CITY is in violation of any terms or conditions set forth in this Encroachment Agreement, FGT, at its option, may terminate FGT's consent to the Encroachment upon ten (10) days' notice to the CITY; provided however, that any such termination shall not become effective if, within thirty (30) days from the receipt of such notice of termination, CITY cures such violation. CITY expressly agrees that if FGT terminates its consent to the Encroachment based upon CITY's failure to cure a violation of the Easement Agreement, the Encroachment Agreement, or both, CITY will continue to be bound by the terms of the Easement Agreement and the Encroachment Agreement, and CITY shall immediately remove any and all of the Encroachment which may be situated on the Easement Area, or if CITY fails to remove any and all of the Encroachment, FGT may, at its option, remove the Encroachment at the expense of CITY and without any liability whatsoever. If such violation by CITY constitutes or results in an emergency or a dangerous condition, FGT shall only be required to provide whatever prior notice is reasonable under the circumstances before exercising its rights to remove the Encroachment or otherwise cure the violation. The failure of FGT to exercise the option to terminate as to any such violation shall not constitute a waiver of FGT's future right to exercise such option as to the same or any future violation. CITY agrees to pay FGT's costs, including attorneys' fees and costs, arising out of the enforcement of the terms of the Easement Agreement, the Encroachment Agreement, or both. The remedies outlined herein are not exclusive and FGT does not waive any legal or equitable remedies.

9. The provisions of the Easement Agreement, and all rights, powers, privileges, and duties, obligations, and liabilities created thereby, shall remain in full force and effect and are not affected hereby except to the extent and in the manner specifically and particularly set forth herein.

10. CITY and FGT stipulate and agree that the statements and information contained in the introductory paragraphs and recitations of this Agreement are true and correct and are incorporated herein by this reference.

11. This instrument and the covenants and agreements herein contained shall extend to and be binding upon CITY and the heirs, executors, personal representatives, successors and assigns of CITY and upon FGT and the successors and assigns of FGT and the benefits of this Agreement shall run with the land. This Encroachment Agreement may be executed in counterparts, each of which when conformed shall be an original and all of which together shall constitute a single document.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

WITNESSES:

_____
Name: _____
Address: 2301 Lucien Way, Ste 200
Maitland, FL 32751

_____
Name: _____
Address: 2301 Lucien Way, Ste 200
Maitland, FL 32751

"FGT"
FLORIDA GAS TRANSMISSION COMPANY, LLC

By _____
DAVID SHELLHOUSE
VICE PRESIDENT

WITNESSES:

_____
Name: _____
Address: _____

_____
Name: _____
Address: _____

"CITY"
CITY OF DELAND

By: _____

Name: _____

Title: _____

ATTEST:

_____

Approved as to Form
And Legality:

_____

ACKNOWLEDGEMENTS

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by **DAVID SHELLHOUSE, VICE PRESIDENT OF FLORIDA GAS TRANSMISSION COMPANY, LLC**, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced _____ (type of identification) as identification.

(S E A L)

_____
Notary Public

Name (Printed): _____
My Commission Expires _____

EXHIBIT "A"
Attached to and made a part of that certain
ENCROACHMENT AGREEMENT
Dated _____, 2025
By and between
FLORIDA GAS TRANSMISSION COMPANY, LLC
And CITY OF DELAND

ENGINEERING AND CONSTRUCTION SPECIFICATIONS

1. No work can be done in FGT's easement property unless FGT has reviewed and approved the plans and an agreement in writing has been entered into between the parties.

2. CITY shall provide a minimum of forty-eight (48) hours' notice to FGT prior to any installation, construction, excavation, or demolition work on the easement area. To ensure further safety, CITY must call appropriate ONE CALL for a locate at 1-800-432-4770. An FGT representative must be present when any work is done on the easement area. The onsite FGT representative will have the authority to shutdown work by the CITY if the CITY's activities are judged to be unsafe by the FGT representative. The FGT representative will be invited to participate in CITY's safety meetings. This provision applies each time FGT's pipeline facilities are crossed.

3. Existing ground elevation (a minimum of three feet [3'] of pipeline cover) is to be maintained over the subsurface pipeline facilities within the easement area. Three feet (3') of minimum cover will also be required over the pipeline facilities at all equipment crossings for standard FDOT maximum axle load vehicles (20,000 lbs. per axle; 80,000 lbs. maximum weight).

4. For vehicles and/or construction equipment requesting approval to cross FGT's facilities, each crossing location will be reviewed on a case-by-case, site-specific basis and will require the surveyed elevation of the pipeline and/or facility verified by an FGT field representative to be performed by the party requesting the crossing encroachment and submitted to FGT. The execution of a wheel load calculation must be completed and approved by FGT prior to crossing FGT's facilities for every vehicle and/or construction equipment requesting to cross. FGT may require matting or other suitable material be installed to achieve the necessary support for such crossing. This too will be site specific and case-by-case only.

5. Where consent for roadway crossings has been granted, a minimum of forty-eight inches (48") of cover, including thirty-six (36") of undisturbed or compacted soil, shall be maintained within the easement area. All roads must cross the easement at a ninety degree (90°) angle.

6. When crossing an FGT pipeline (via drill or open lay) CITY must visually verify the elevation of the pipeline both vertically and horizontally, by means of various methods such as SUE (subsurface utility excavation) etc., with an FGT field representative on-site at all times during this operation. When using direction drill method, a minimum vertical clearance of ten feet (10') from the pipeline is required across the entire easement.

7. Where the encroachment includes utilities, all such utilities crossing the easement area must have a minimum separation of twenty-four inches (24") between the utility and the FGT pipeline(s) at the point of crossing and must cross at a ninety degree (90°) angle. No utilities shall be constructed between the surface of the easement area and the top of the subsurface pipeline facilities unless agreed to in writing by FGT. No parallel utilities, structures, and/or appurtenances are permitted within the easement area. All proposed aerial crossings will be reviewed on a case-by-case basis.

8. Where consent for utility lines has been granted, electric lines must be encased in pvc or steel throughout the entire easement area. All fiber optic, telephone and cable television crossing encasements to be determined by the on-site FGT field representative. Cables energized to 600 volts or more must cross a minimum of three feet (3') below the subsurface pipeline facilities, and also be encased in concrete, color coded red, across the entire easement width, and have external, spiral wound, neutrals grounded on each side of the easement. The cable crossing should be clearly and permanently marked on each side of the easement where permissible.

9. Where consent for fencing has been granted, the CITY must install and maintain a vehicle access gate at least twelve feet (12') in width at each point in the fence line(s) crossing the easement area. Posthole excavations for fencing placed on the easement area shall not be greater than eighteen inches (18") below the ground surface elevation. No fence posts shall be placed over the pipeline facilities or closer than six feet (6') on either side of the pipeline facilities. Any exceptions will be determined by an FGT field representative. Any such fence shall be constructed and maintained by CITY in such a manner that does not prevent FGT personnel from viewing the easement area from the ground level through the fence(s) (i.e. no solid fences allowed). No fencing parallel to the FGT pipeline facilities will be allowed

within the easement area. FGT's access to its pipeline facilities shall be maintained by CITY. If the gate is locked with CITY's lock, CITY shall provide FGT with keys or allow a FGT lock to enable access.

10. No above or below ground utility appurtenances, junction boxes or retention ponds shall be allowed within the easement area.

11. No roto-mixing or vibrating machinery is allowed within the easement area.

12. When conducting pile driving operations, CITY shall adhere to a minimum separation of twenty-five feet (25') from the outside edge of the FGT pipeline.

13. Ditches shall be sloped or shoring will be used to allow entry into the excavation. Time will be allowed for a FGT representative to inspect and make coating repairs as the subsurface pipeline facilities are exposed.

14. Twelve inches (12") of backfill around the subsurface pipeline facilities shall be sand or clean fill; free of rocks and debris. Rock Shield will be installed around pipeline facilities.

15. With prior approval, no more than twenty feet (20') of pipe shall be exposed at any given time; if more than twenty feet (20') of pipe is to be exposed, all Standard Operating Procedures (SOP) must be adhered to, pressure reductions must be scheduled at least one (1) year in advance and engineering stress calculations must be performed by FGT Engineering and approved by FGT operations prior to allowing any more than the twenty feet (20') of exposed pipe.

16. With prior approval and an FGT representative on site at all times, excavation equipment equipped with toothless buckets may be allowed to dig or excavate within three (3) feet of the pipeline facilities. All other construction/excavation equipment will not be allowed to perform any excavation within three feet (3') of the pipeline facilities. All mechanical excavation performed within three feet (3') of the pipeline will be performed parallel to the pipeline (i.e. track-hoe may not reach over the pipeline to dig on the opposite side of the pipeline).

17. All excavation within twenty-four (24") from the top or thirty-six inches (36") from the side or bottom of the pipeline shall be by manual means. After top exposure, excavation up to twenty four inches (24") from the side or bottom of the exposed pipeline may proceed by mechanical means if the FGT representative is satisfied it may be done safely with the equipment and operator available.

18. Barriers adequate to prevent vehicular damage to any exposed pipeline facilities shall be installed and maintained at all times.

19. All FGT pipeline facilities, cathodic protection equipment, and test lead wires shall be protected from damage by construction activity at all times.

20. No installation, construction, excavation, or demolition work shall be performed within the easement area on weekends or holidays unless CITY agrees to reimburse FGT for its cost, including overtime costs, associated with inspection during those periods.

21. The CITY shall provide and install temporary construction fence along the easement boundaries for the entire length of the proposed work area to preserve and protect the pipeline(s). The fence must be maintained for the duration of the development or construction activity. Access across FGT's easement will be granted at specific locations for vehicle and equipment traffic once a wheel load calculation has been completed. Additional cover or matting may be required. Any changes to this requirement must be approved in writing by FGT prior to start of work.

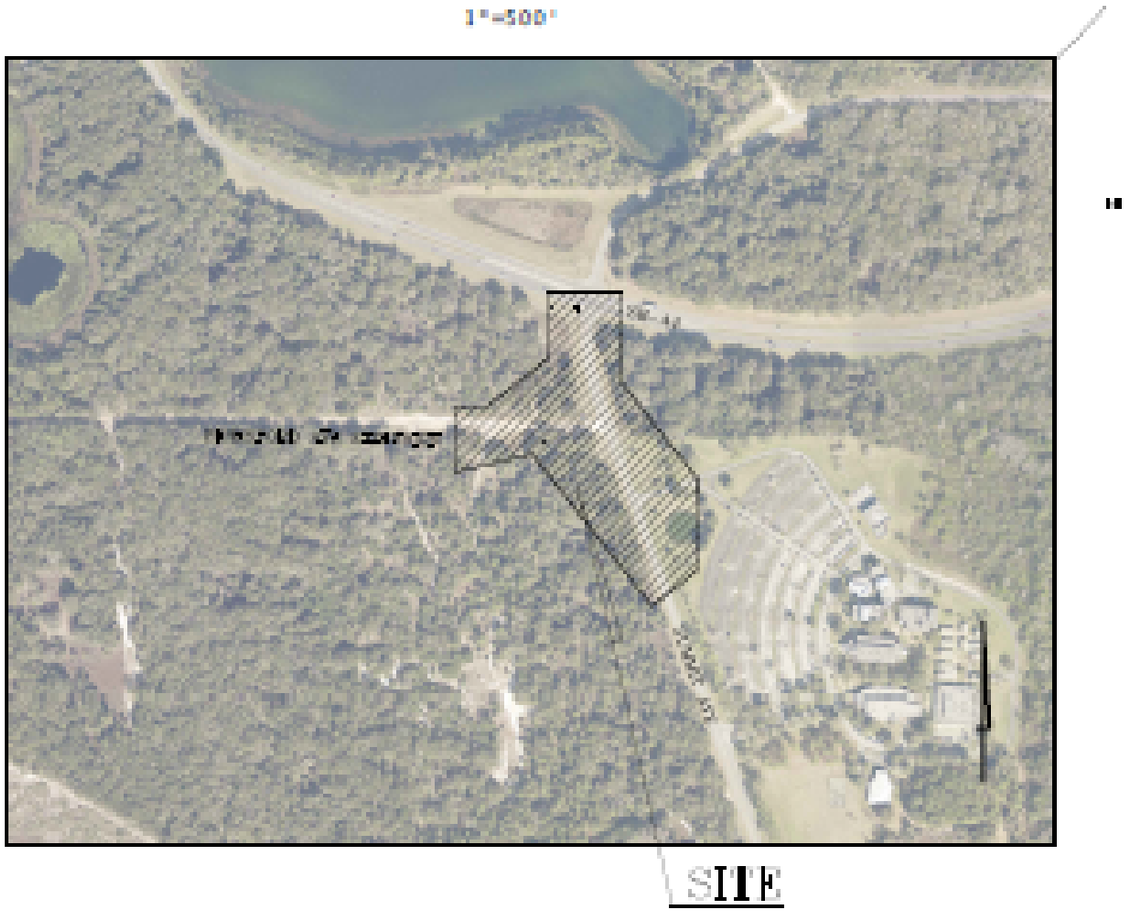
22. Where consent for landscaping has been granted, CITY shall not plant shrubs on the easement area which are classified as "deep rooted" or are projected to exceed an eventual growth height of four (4) feet. Shrubs shall be planted so that no part, at its ultimate growth, shall be closer than ten feet (10') to the pipeline facilities. No trees shall be planted on the easement.

23. These Engineering and Construction Specifications may address activities on the easement area for which FGT has not granted consent to CITY to include as part of the encroachment. Notwithstanding anything to the contrary contained in these Engineering and Construction Specifications, FGT's consent is and shall be limited to the encroachment as described and limited by the Encroachment Agreement to which this Exhibit is attached.

Project No.: 25-180
Tract No.: FLBOO-VOLU-012

EXHIBIT "B"
Attached to and made a part of that certain
ENCROACHMENT AGREEMENT
Dated _____, 2025
By and between
FLORIDA GAS TRANSMISSION COMPANY, LLC
And CITY OF DELAND

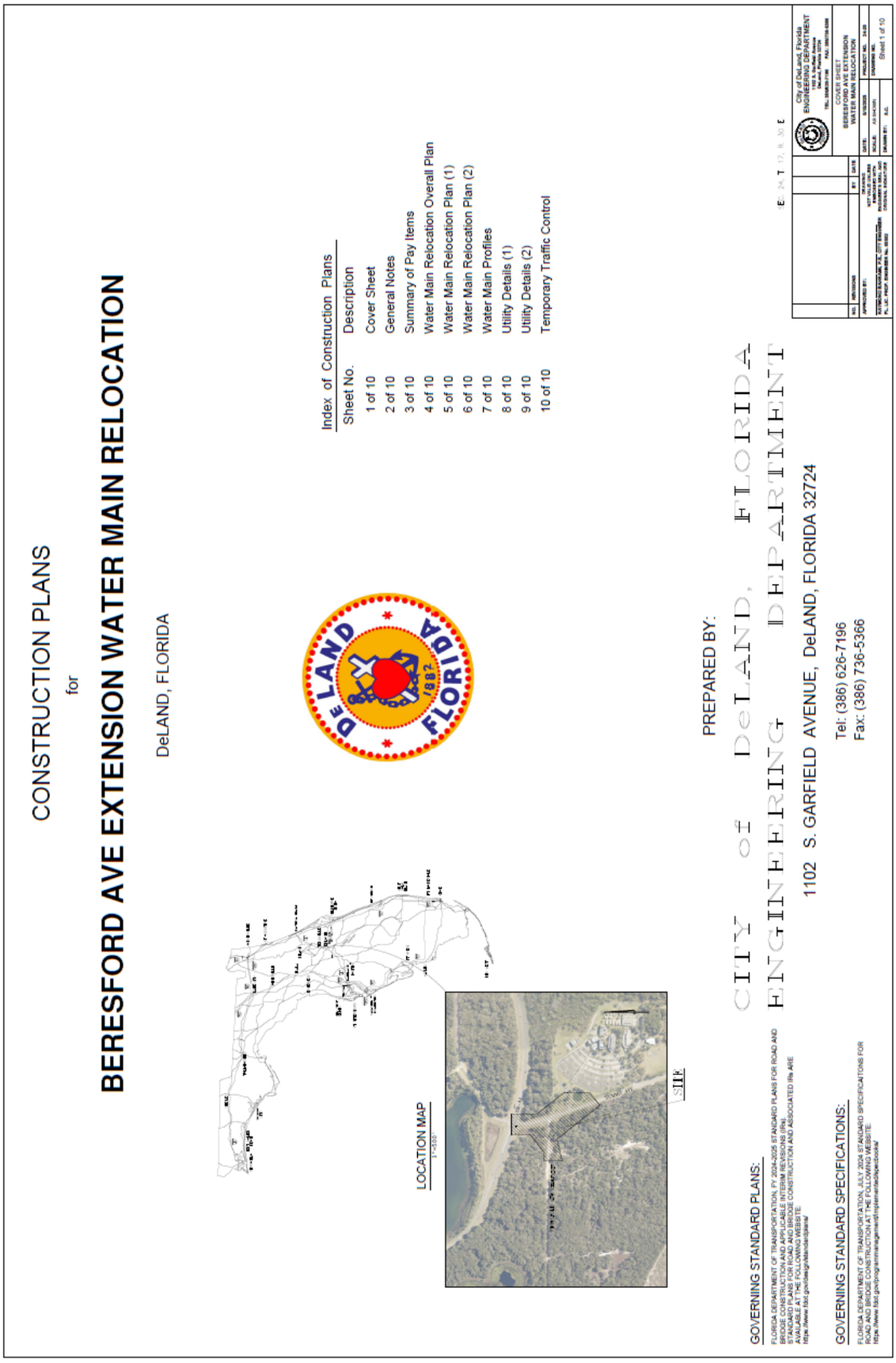
DESCRIPTION OF THE OWNED PREMISES



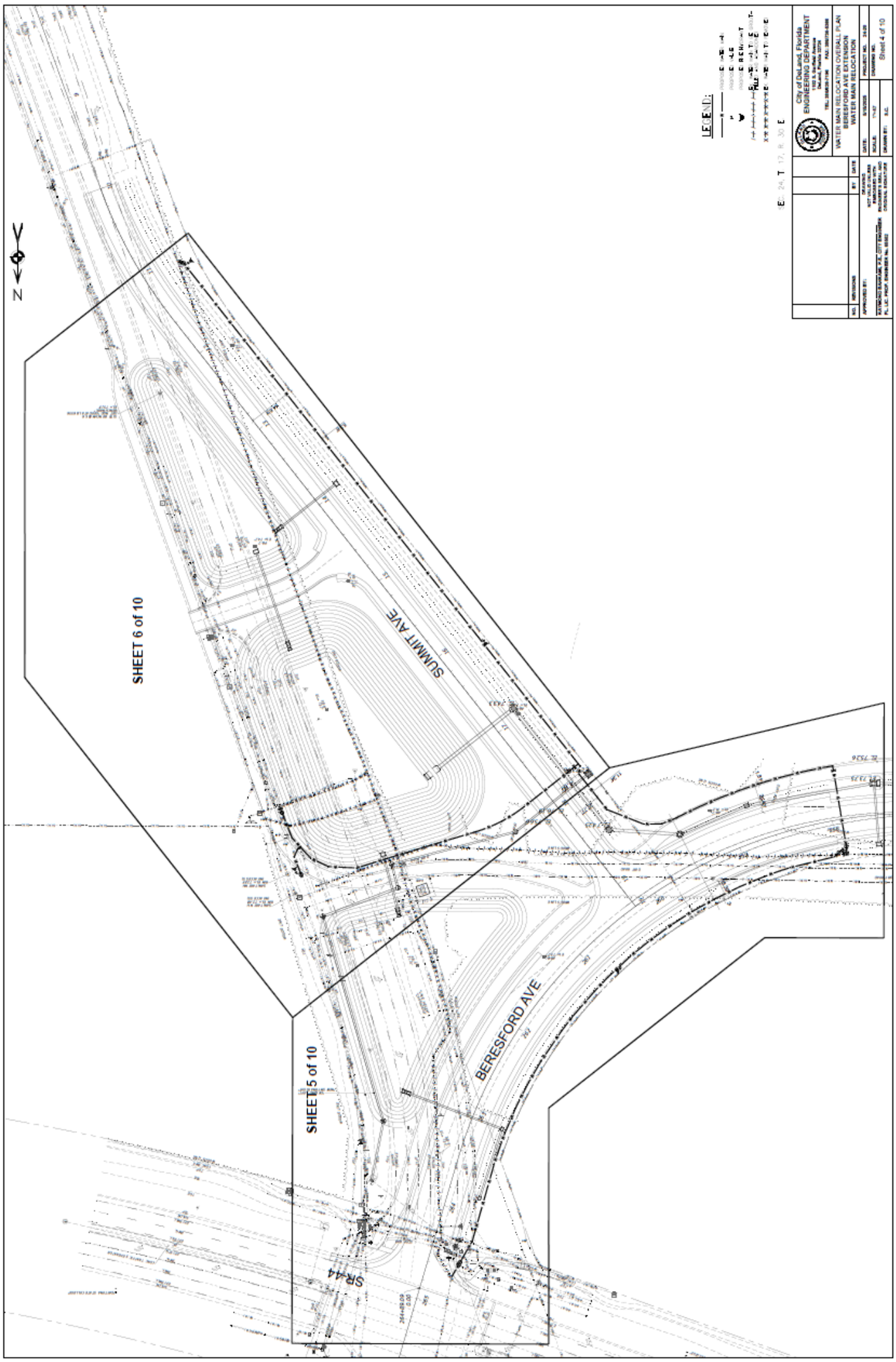
Project No.: 25-180
Tract No.: FLBOO-VOLU-012

EXHIBIT "C"
Attached to and made a part of that certain
ENCROACHMENT AGREEMENT
Dated _____, 2025
By and between
FLORIDA GAS TRANSMISSION COMPANY, LLC
And **CITY OF DELAND**

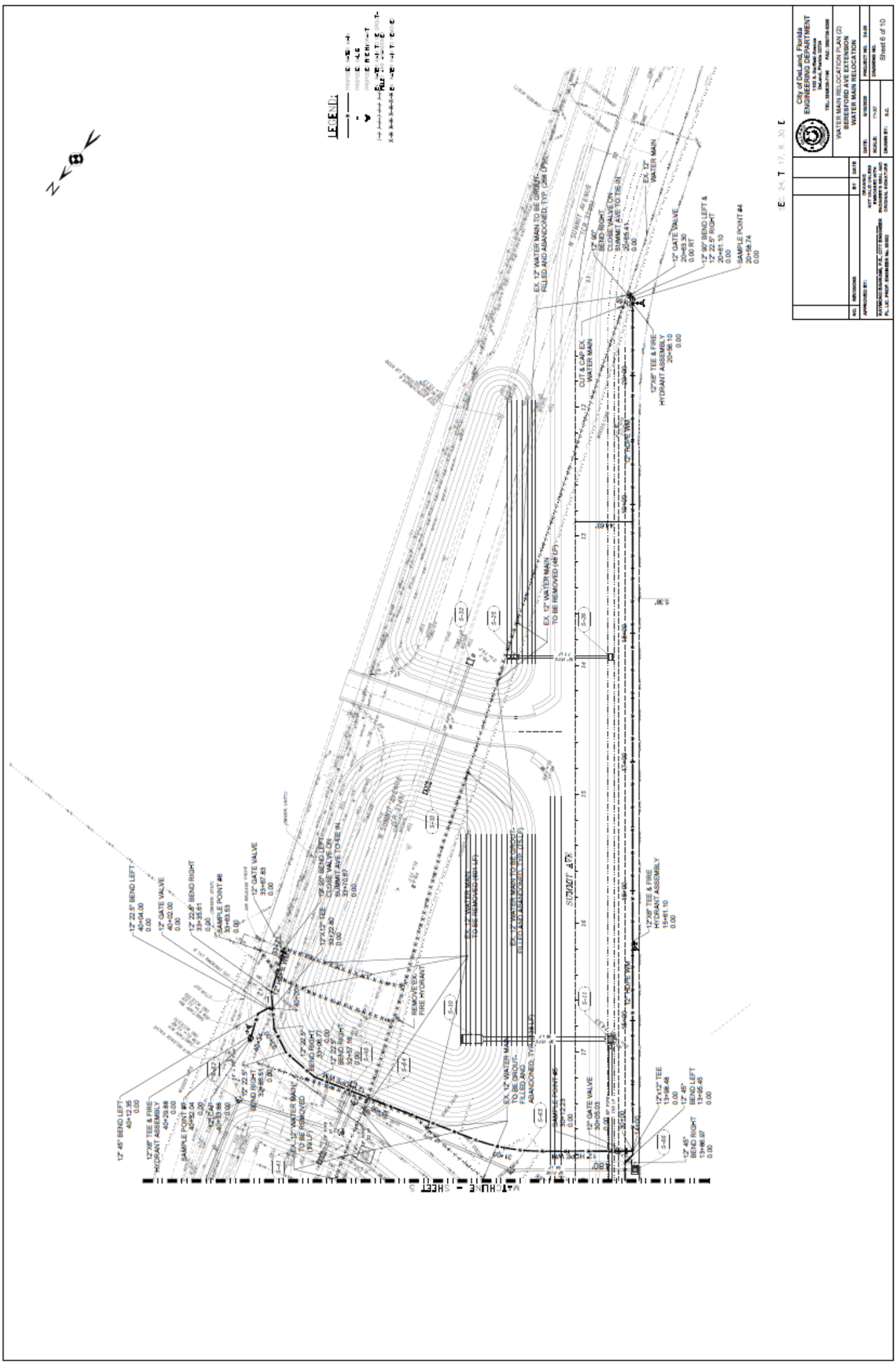
DESCRIPTION AND DRAWINGS OF THE ENCROACHMENT

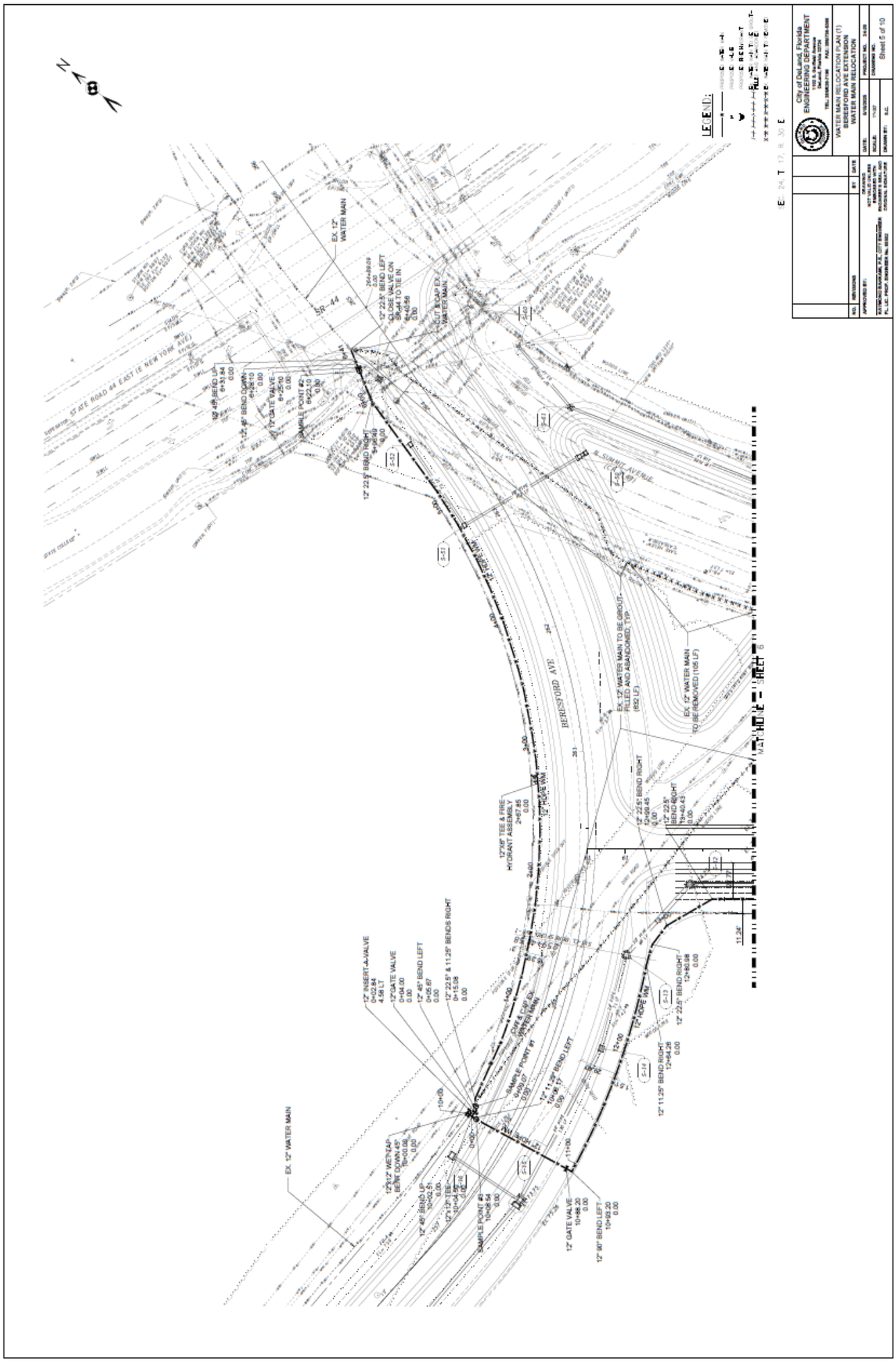


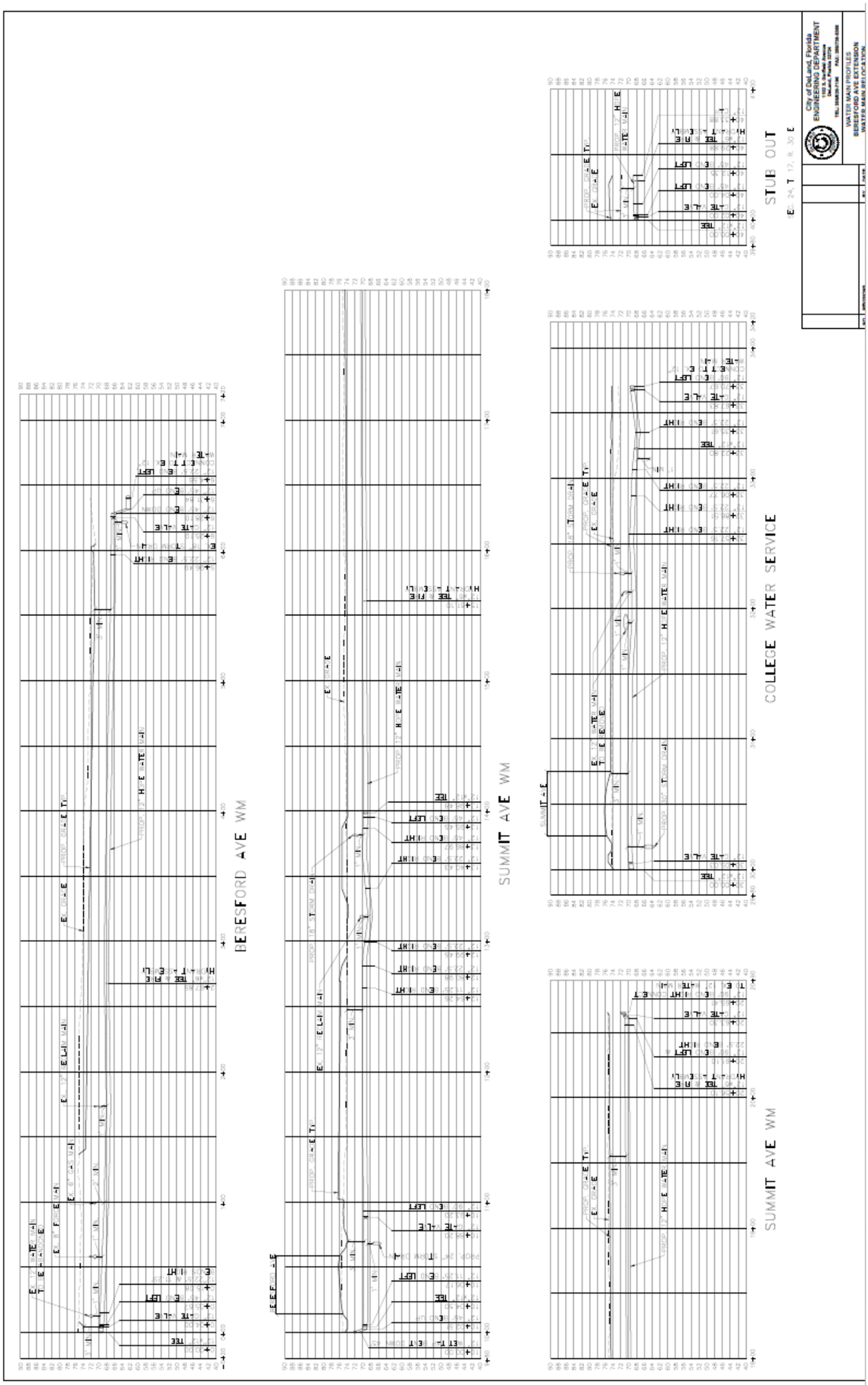
Project No.: 25-180
Tract No.: FLBOO-VOLU-012



Project No.: 25-180
Tract No.: FLBOO-VOLU-012




LEGEND:
EX. 12" WATER MAIN
STATE ROAD 44 EAST (E NEW YORK AVE)
SR-44
BERESFORD AVE
EX. 12" WATER MAIN TO BE GROUT-FILLED AND ABANDONED, TYP (852 LF)
EX. 12" WATER MAIN TO BE REMOVED (105 LF)
12" HDPE WM
12"X6" TEE & FIRE HYDRANT ASSEMBLY
12" INSERT-A-VALVE
12"GATE VALVE
12" 45° BEND LEFT
12" 22.5° & 11.25° BENDS RIGHT
12"X12" WEWJAP BEND DOWN-45°
12" 45° BEND UP
12"X12" TEE
SAMPLE POINT #3
12" GATE VALVE
12" 90° BEND LEFT
12" 11.25° BEND LEFT
12" 22.5° BEND RIGHT
12" 45° BEND RIGHT
12" 22.5° BEND LEFT
12" 22.5° BEND RIGHT
12" 11.25° BEND RIGHT
CUT & CAP EX. WATER MAIN
SAMPLE POINT #2
12"GATE VALVE
12" 45° BEND DOWN
12" 45° BEND UP
12" 22.5° BEND LEFT
CLOSE VALVE ON SR-44 TO TIE IN
12" 22.5° BEND RIGHT
EX. 12" WATER MAIN
N. SONOMA AVENUE
City of DeLand, Florida
ENGINEERING DEPARTMENT
WATER MAIN RELOCATION PLAN (1)
BERESFORD AVE EXTENSION
WATER MAIN RELOCATION
Sheet 5 of 10


BERESFORD AVE WM
SUMMIT AVE WM
COLLEGE WATER SERVICE
STUB OUT
SUMMIT AVE WM
City of DeLand, Florida
ENGINEERING DEPARTMENT
WATER MAIN PROFILES
BERESFORD AVE EXTENSION
WATER MAIN EXTENSION

CITY OF DELAND
Request for Commission Action
June 16, 2025

SUBJECT: Consideration re Request to Schedule Budget Workshops for FY 2025 - 2026.

DEPARTMENT: Finance

PREPARED BY: Daniel Stauffer, Finance Director

ATTACHMENTS:

APPROVED BY: Michael Grebosz, Asst. City Manager, June 10, 2025

SUMMARY/HIGHLIGHT:

Staff is requesting that the City Commission formally schedule the Budget Workshops, FY 25/26 for July 14 - 17, 2025 at 5:30 p.m., with Friday, July 18, 2025 held as a reserve date.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

None

RECOMMENDATION:

Staff recommends the City Commission formally schedule the Budget Workshops, FY 2025-2026, for July 14 - 17, 2025 at 5:30 p.m., with Friday, July 18, 2025 held as a reserve date.

BACKGROUND/DISCUSSION:

N/A

CITY OF DELAND
Request for Commission Action
June 16, 2025

SUBJECT: Resolution Approving the Removal of 62 Historic Trees, Located at the Southeastern Corner of Cassadaga Road and Dr. Martin Luther King Jr. Boulevard for The DeLand Tech Park Project.

DEPARTMENT: Public Works

PREPARED BY: Mariellen Calabro

ATTACHMENTS: Resolution , Inspector's PowerPoint Including Location, Tree Advisory Committee Meeting Minutes, DeLand Tech Park, DTP Historic Tree Inventory

APPROVED BY: Michael Grebosz, Asst. City Manager, June 11, 2025

SUMMARY/HIGHLIGHT:

Longleaf Four LLC has requested permission to remove 62 historic trees located at the proposed DeLand Tech Park. The Land Development Regulations require that, before the removal of any historic trees should occur, it must be approved by the City Commission. Section 33-57.05(d) states that there must be a finding that the tree is a hazard (due to health or natural damage) or that it is not economically or practically feasible to develop the parcel without removing the tree.

The City Forester has determined that the historic trees proposed for removal are a total of 2,065” DBH in conditions ranging from poor to good. All historic trees are Live Oaks, except for one 43” DBH Red Cedar in fair condition. The applicant requested the removals because construction of the project cannot be accomplished without removing the trees.

As mitigation, the applicant proposed increasing the northern buffer to 200' to save a 76" DBH Live Oak and providing a ten-acre additional Tree Protection Area, north of the project area. Because the City Code does not allow for saving trees that are already protected to mitigate for trees proposed for removal, staff recommended that additional tree planting be required.

Because the applicant had demonstrated that construction of the project could not be accomplished without removing the trees, and in recognition of their increased northern buffer and ten-acre additional Tree Protection Area, at their May 13, 2025 meeting, the Tree Advisory Committee recommended APPROVAL of the removal of the 62 historic trees on the condition that 62 six-inch caliper replacement trees would be planted in accordance to a mitigation plan approved by City staff.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

This tree removal and required replacement support the Strategic Plan Focus Areas of Maintaining a Safe Community and Preparing for the Future/Sustainability.

SUSTAINABILITY:

The required replacement for these tree removals will help maintain the City’s urban canopy coverage.

FISCAL IMPACT:

This item does not have a fiscal impact on the City.

RECOMMENDATION:

Because the applicant had demonstrated that construction of the project could not be accomplished without removing the trees, and in recognition of their increased northern buffer and ten-acre additional Tree Protection Area, at their May 13, 2025 meeting, the Tree Advisory Committee recommended APPROVAL of the removal of the 62 historic trees on the condition that 62 six-inch caliper replacement trees would be planted in accordance to a mitigation plan approved by City staff.

Staff recommends APPROVAL of the removal of the 62 historic trees on the condition that 62 six-inch caliper replacement trees would be planted in accordance to a mitigation plan approved by City staff.

BACKGROUND/DISCUSSION:

Attached is a copy of the Arborist Inspector's PowerPoint with Location Map. The Minutes from the May 13, 2025 Tree Advisory Committee meeting are also attached.

RESOLUTION NO. 2025 –

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, APPROVING THE REMOVAL OF SIXTY-TWO (62) HISTORIC TREES LOCATED AT THE SOUTHEASTERN CORNER OF CASSADAGA ROAD AND DR. MARTIN LUTHER KING, JR., BOULEVARD (PROPOSED DELAND TECH PARK PROJECT); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant, Longleaf Four LLC, is requesting permission to remove sixty-two (62) historic trees located at the southeastern corner of Cassadaga Road and Dr. Martin Luther King, Jr., Boulevard (proposed DeLand Tech Park project); and

WHEREAS, the City's Forester has determined that the sixty-two trees are historic and in fair to good condition; and

WHEREAS, on May 13, 2025, the Tree Advisory Committee recommended to approve the removal of the historic trees due to the applicant establishing that construction of the project could not be accomplished without removing the trees; and

WHEREAS, the Tree Advisory Committee further recommended the provision of ten (10) acres of additional Tree Protection Area and the planting of sixty-two (62) replacement trees having a minimum size for replacement trees of six (6) inch caliper and seventeen (17) feet height.

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

Section 1. The City Commission hereby approves the removal of sixty-two (62) historic trees located at the southeastern corner of Cassadaga Road and Dr. Martin Luther King, Jr., Boulevard (proposed DeLand Tech Park project), having a replacement requirement of providing ten-acres of additional Tree Protection Area and planting sixty-two (62) trees with a minimum size for replacement trees of six (6) inch caliper and seventeen (17) feet height.

Section 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 16th day of June, 2025.

_____
Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

_____
Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

DeLand Tech Park

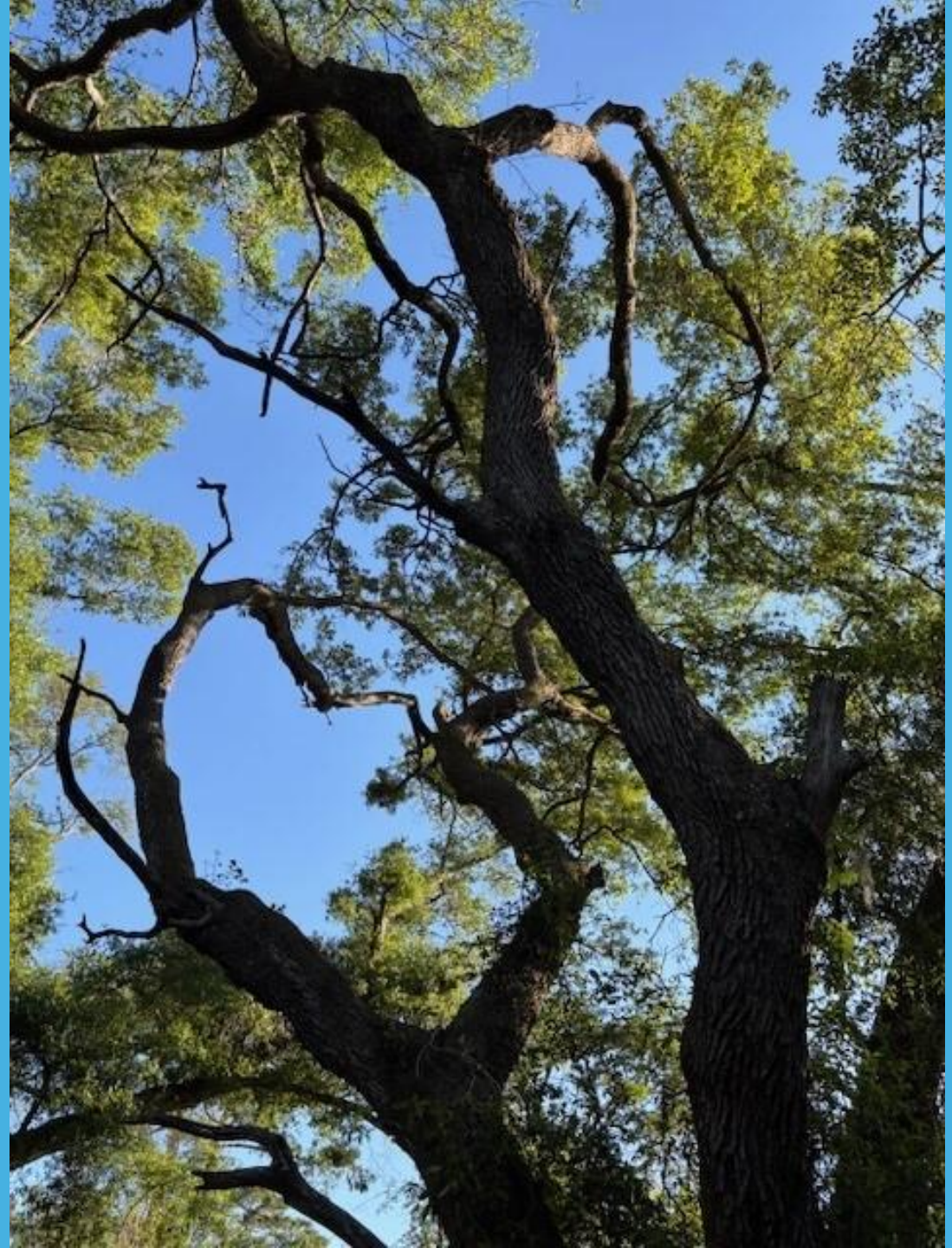
Parcel #810600000100

Tree25-010

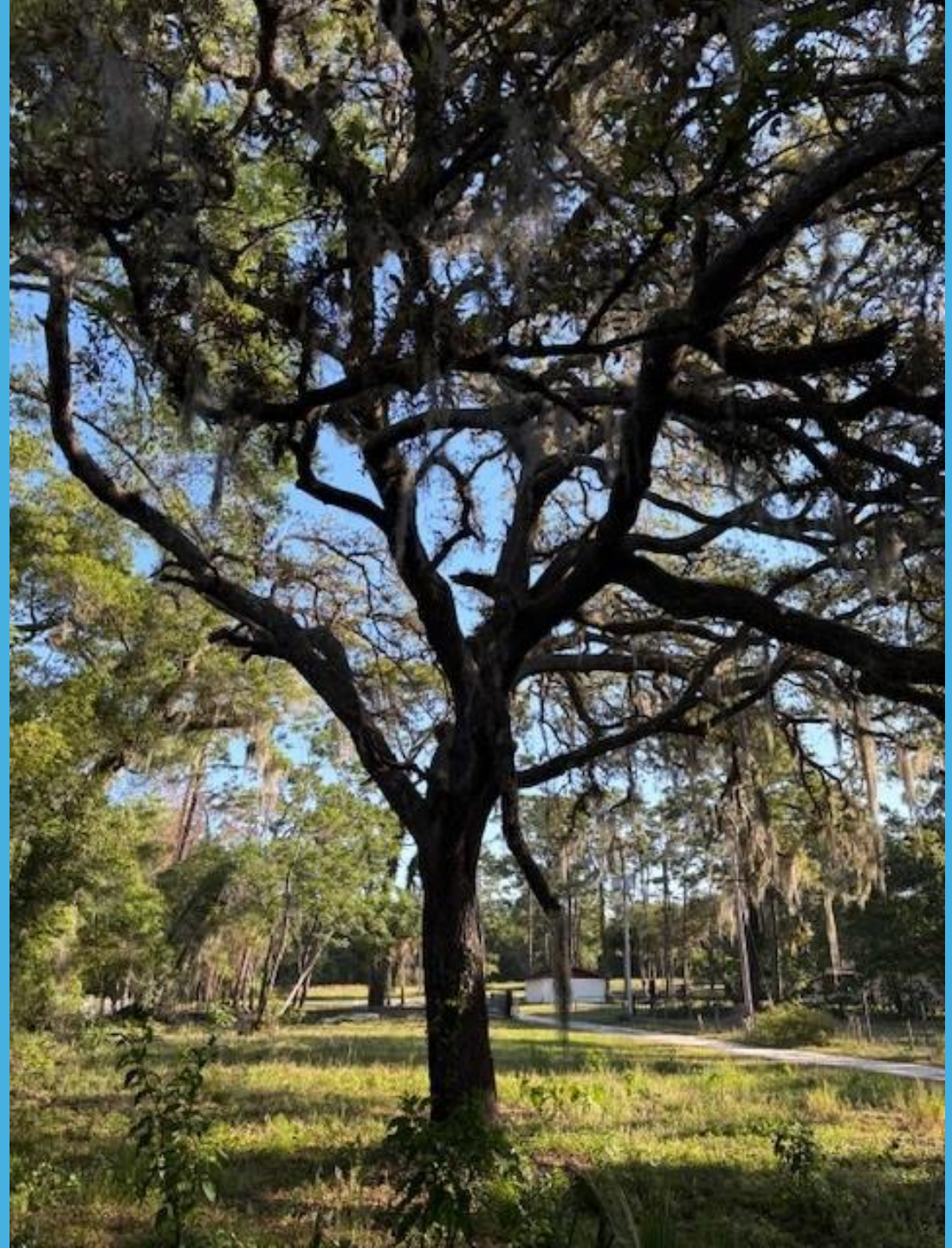
Located on the Southeastern corner of Cassadaga Rd and Martin Luther King Jr Blvd

vanutti
S Blue Lk Ave
472
Cassadaga Rd
400
YOURLANDO
Santuario Las Esc
Yardly Crossings
Volusia Trash Masters
Dumpster Rental
CEMEX Deland Orange
City Concrete Plant
LOS PINOS
472
N Kentucky Ave
Halifax Heath | UF
Health - Medical...
Halifax Crossing Blvd
472
Heath Dr
GCPETS Mobile
Grooming

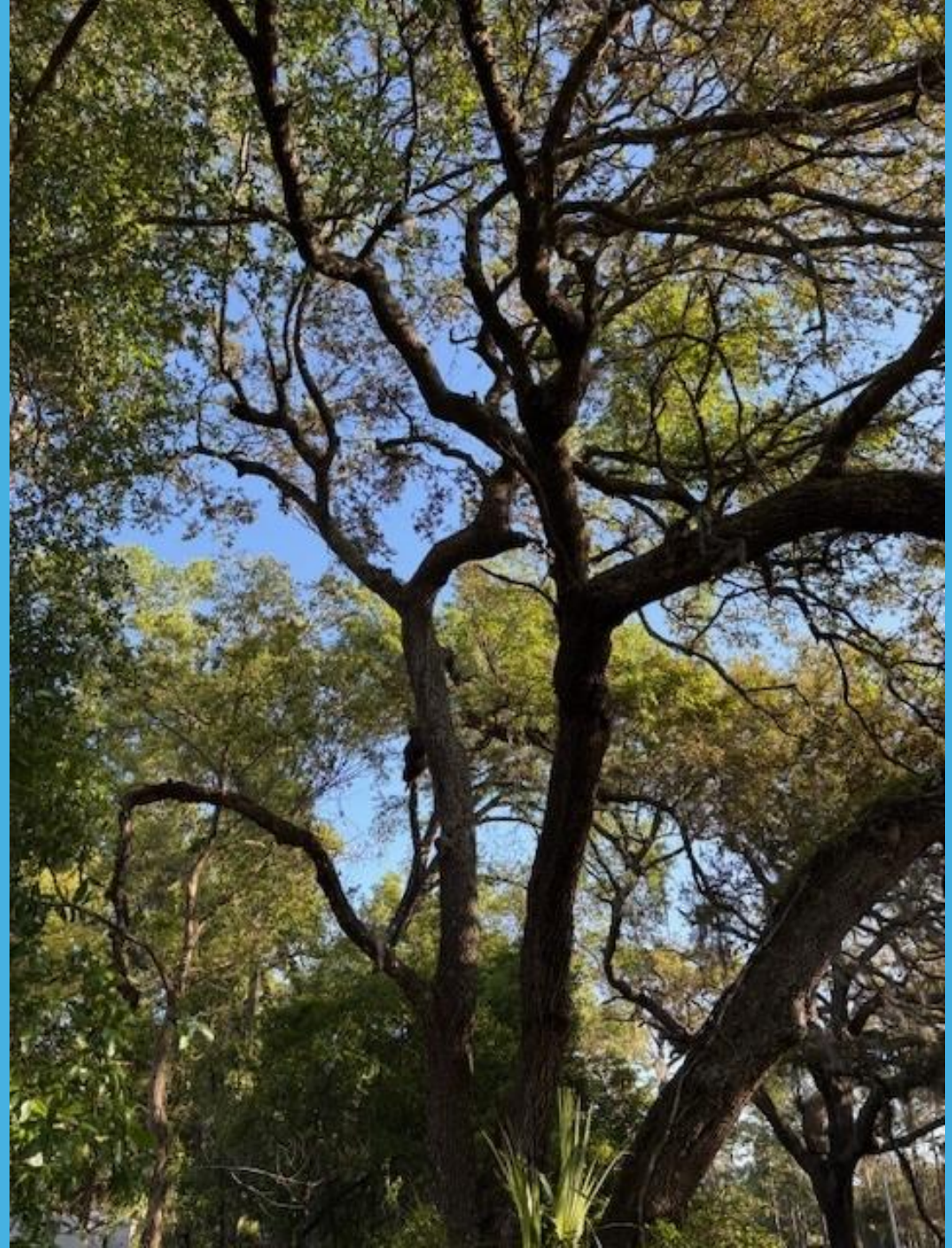
Tree 1652, 29” DBH Live Oak
Poor Condition



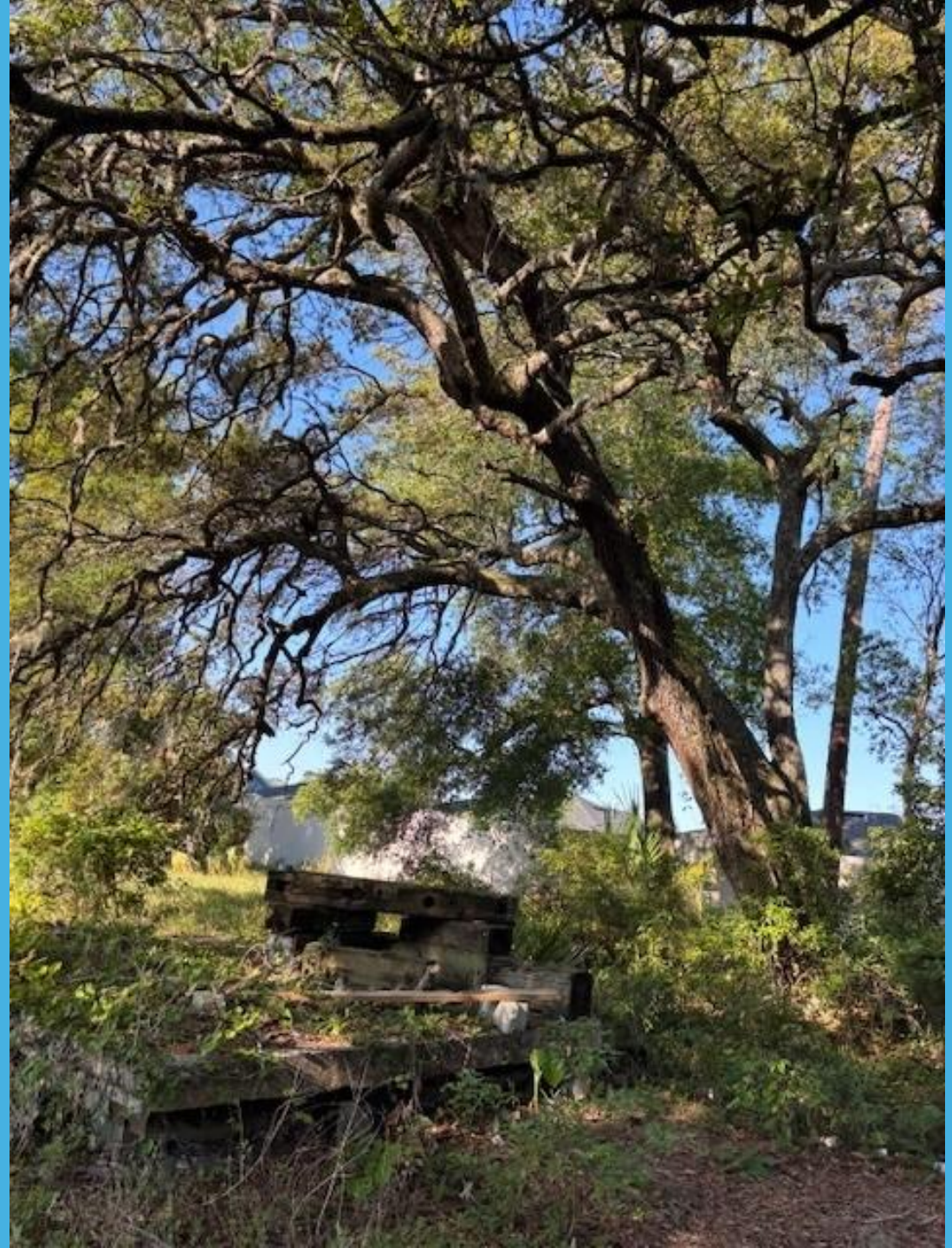
Tree 2, 32” DBH Live Oak
Fair Condition



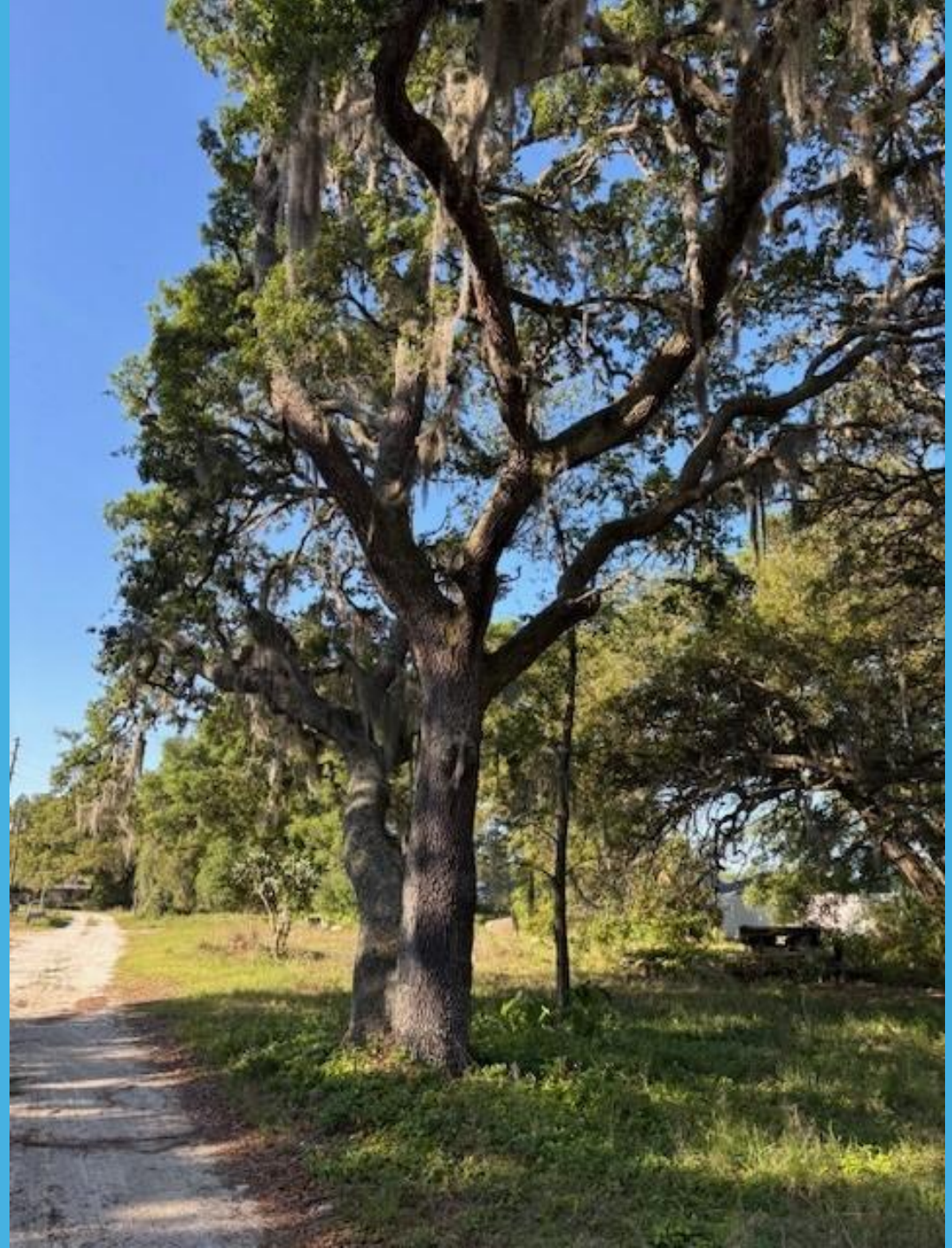
Tree 70235, 27” DBH Live Oak
Fair Condition



Tree 70236, 26” DBH Live Oak
Fair Condition



Tree 1536, 46” DBH Live Oak
Fair Condition



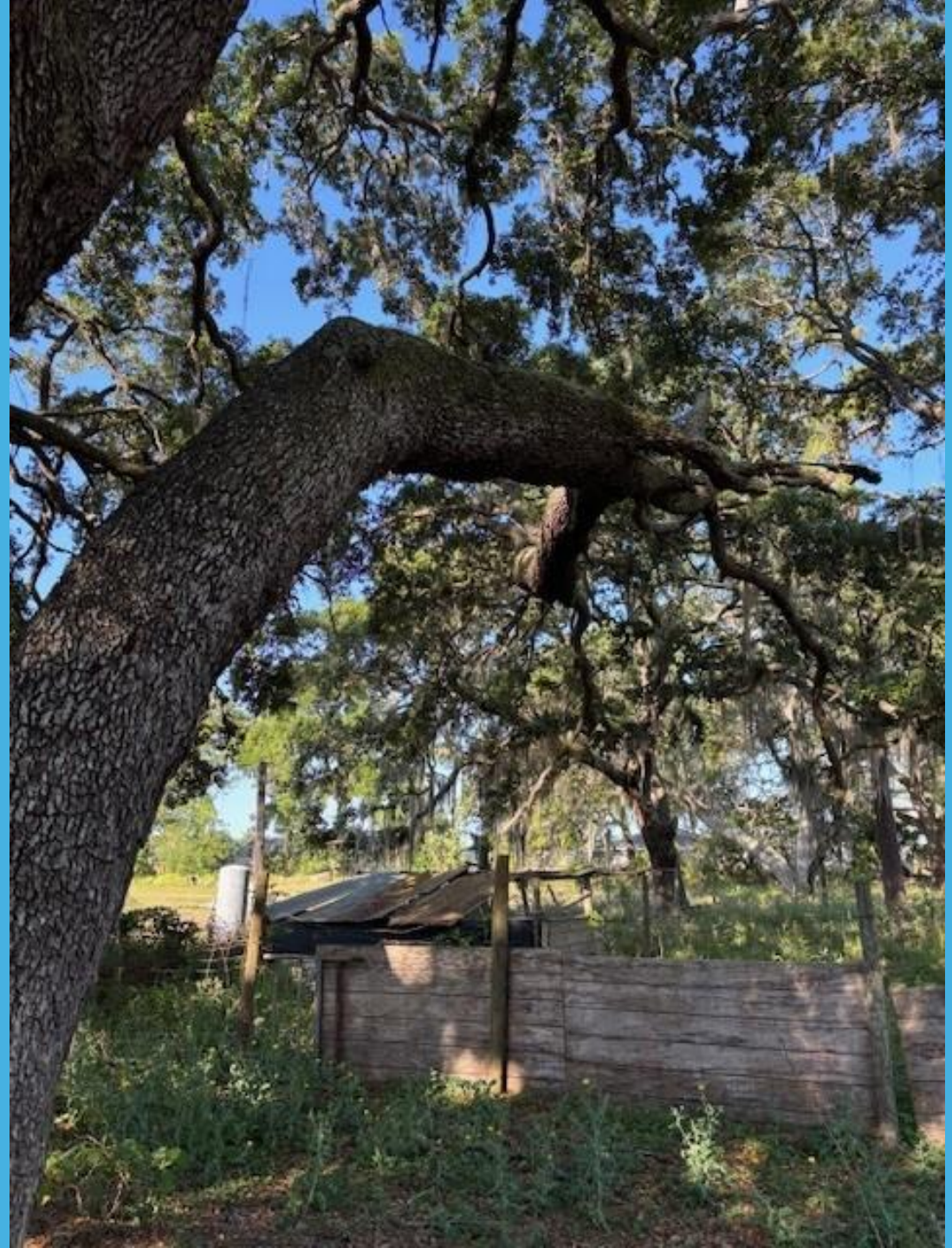
Tree 1588, 26” DBH Live Oak
Fair Condition

Tree 1589, 29” DBH Live Oak
Fair Condition

Tree 1594, 28” DBH Live Oak
Fair Condition

Tree 1595, 33” DBH Live Oak
Fair Condition

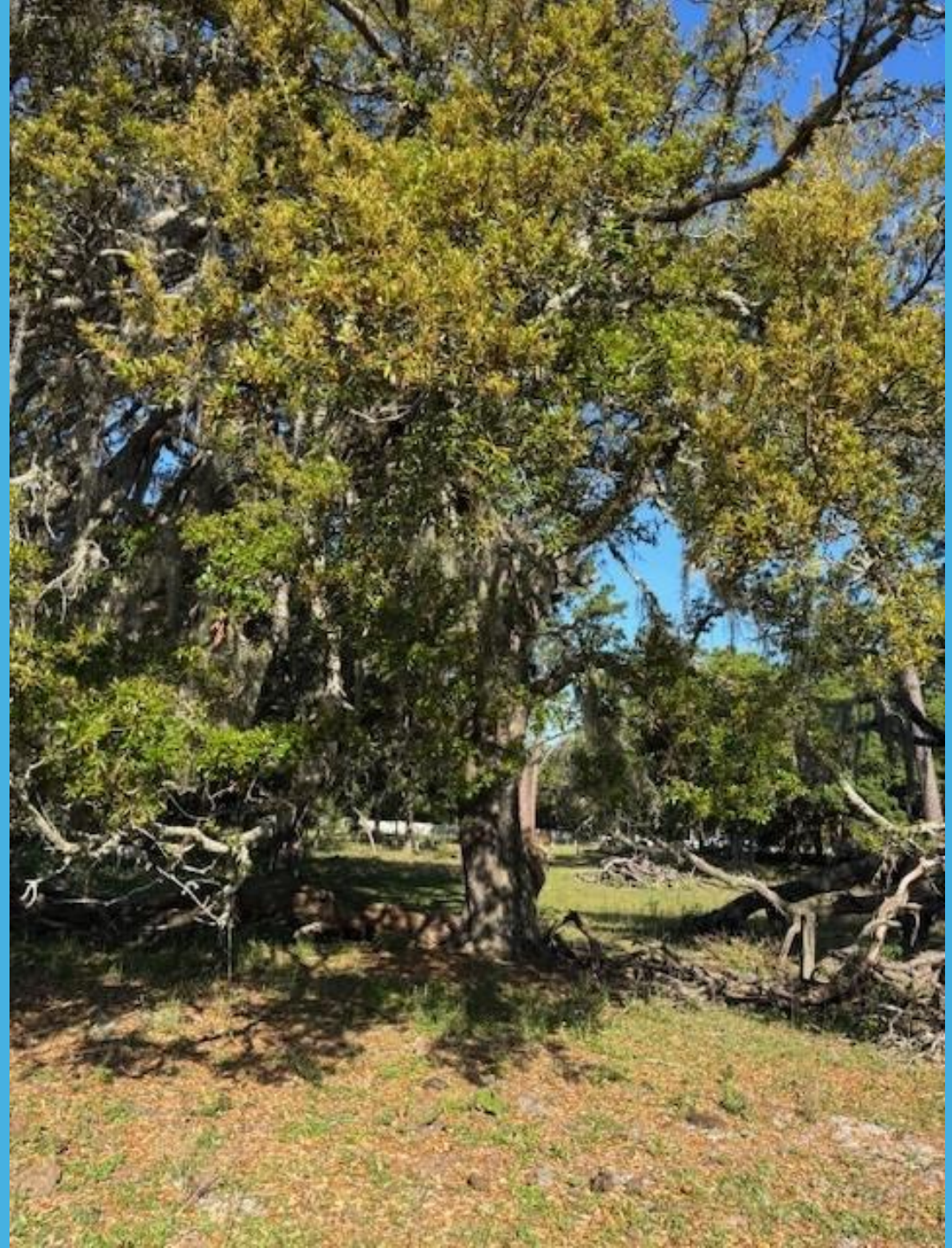
Tree 1596, 25” DBH Live Oak
Poor Condition



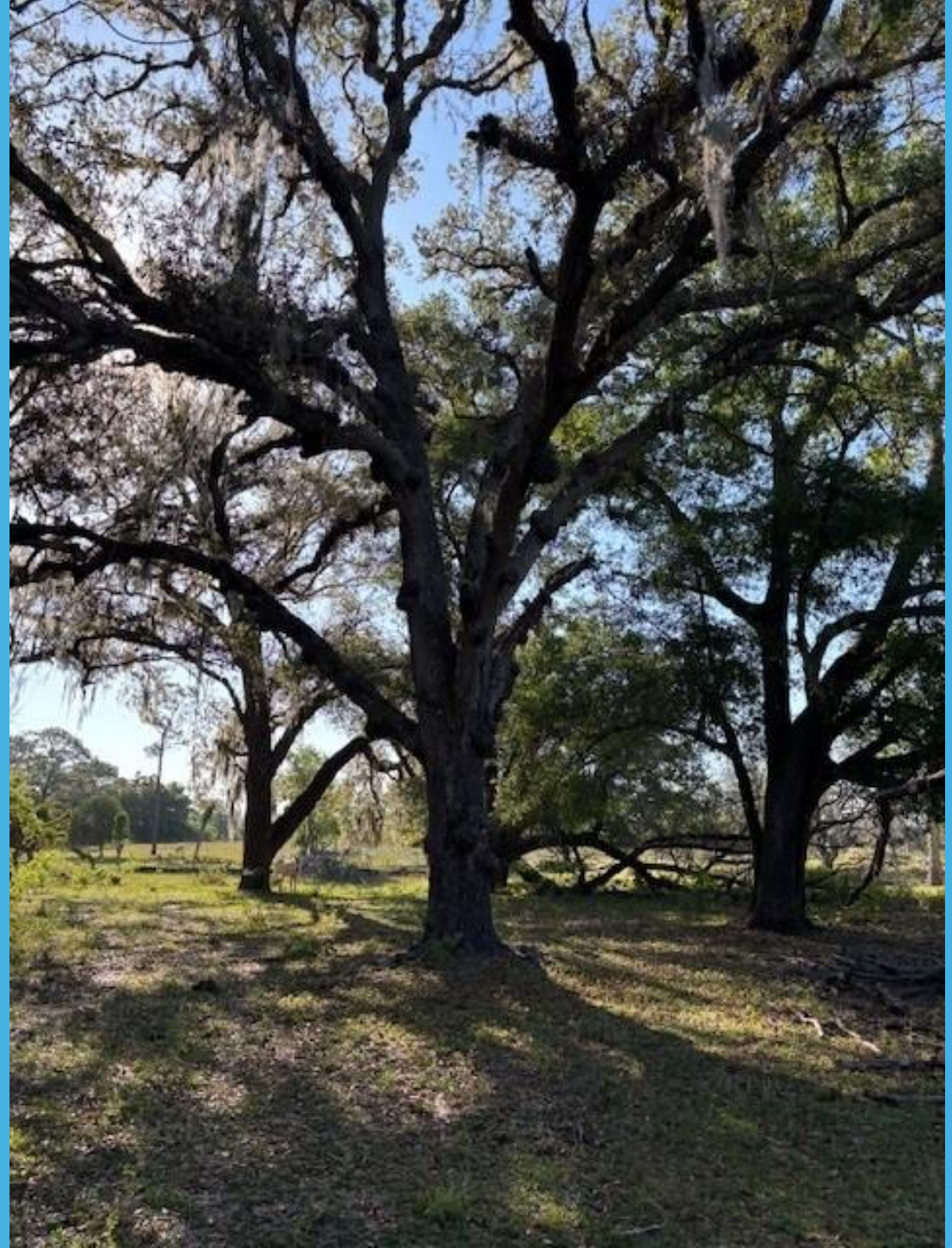
Tree 1597, 35” DBH Live Oak
Fair Condition

Tree 1598, 40” DBH Live Oak
Good Condition

Tree 70323, 44” DBH Live Oak
Poor Condition

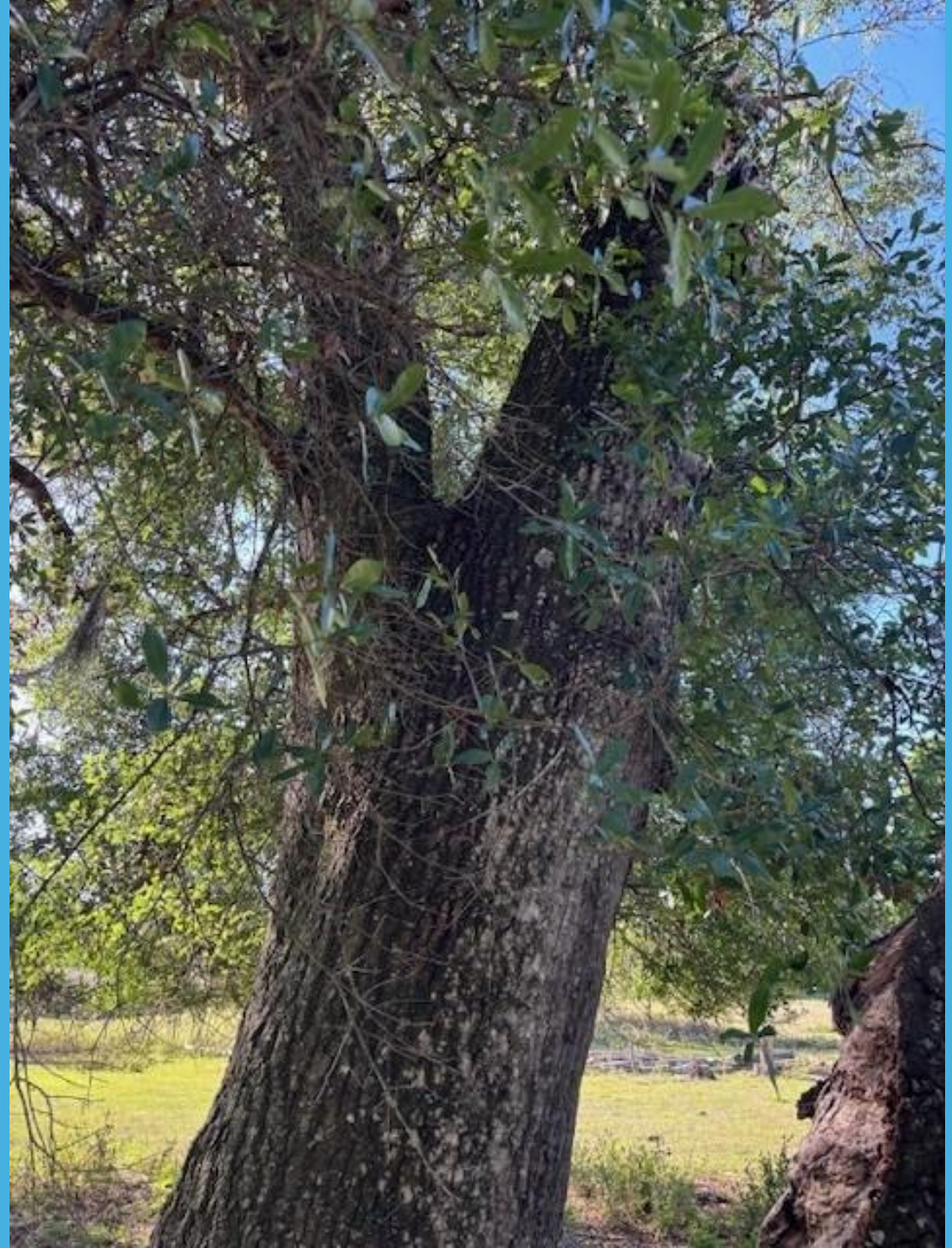


Tree 70315, 31” DBH Live Oak
Poor Condition



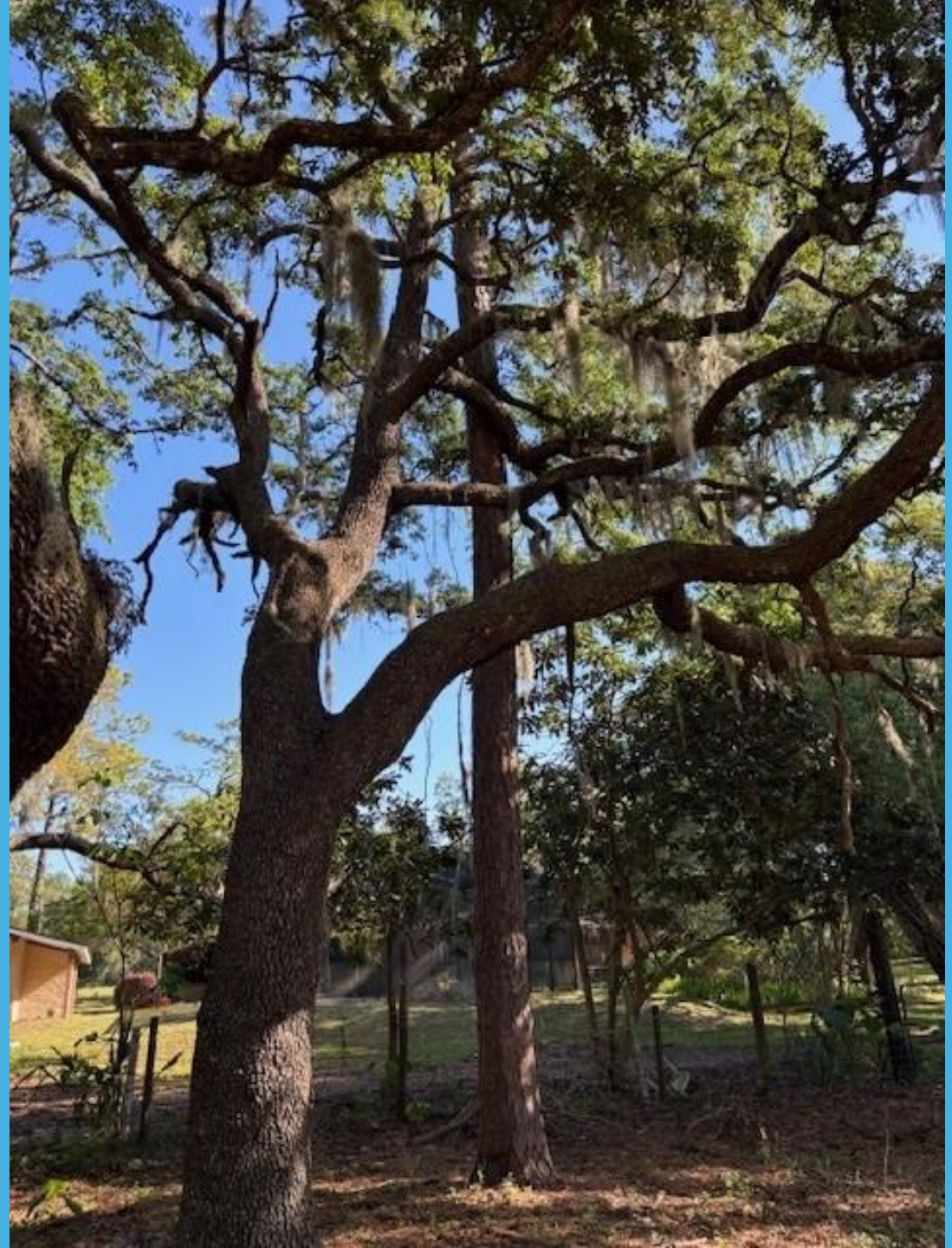
Tree 70310, 40” DBH Live Oak
Good Condition

Tree 70312, 43” DBH Laurel Oak



Tree 70309, 36” DBH Live Oak
Poor Condition

Tree 80041, 27” DBH Live Oak
Fair Condition



Tree 80016, 32” DBH Live Oak
Good Condition

Tree 80012, 45” DBH Live Oak
Good Condition

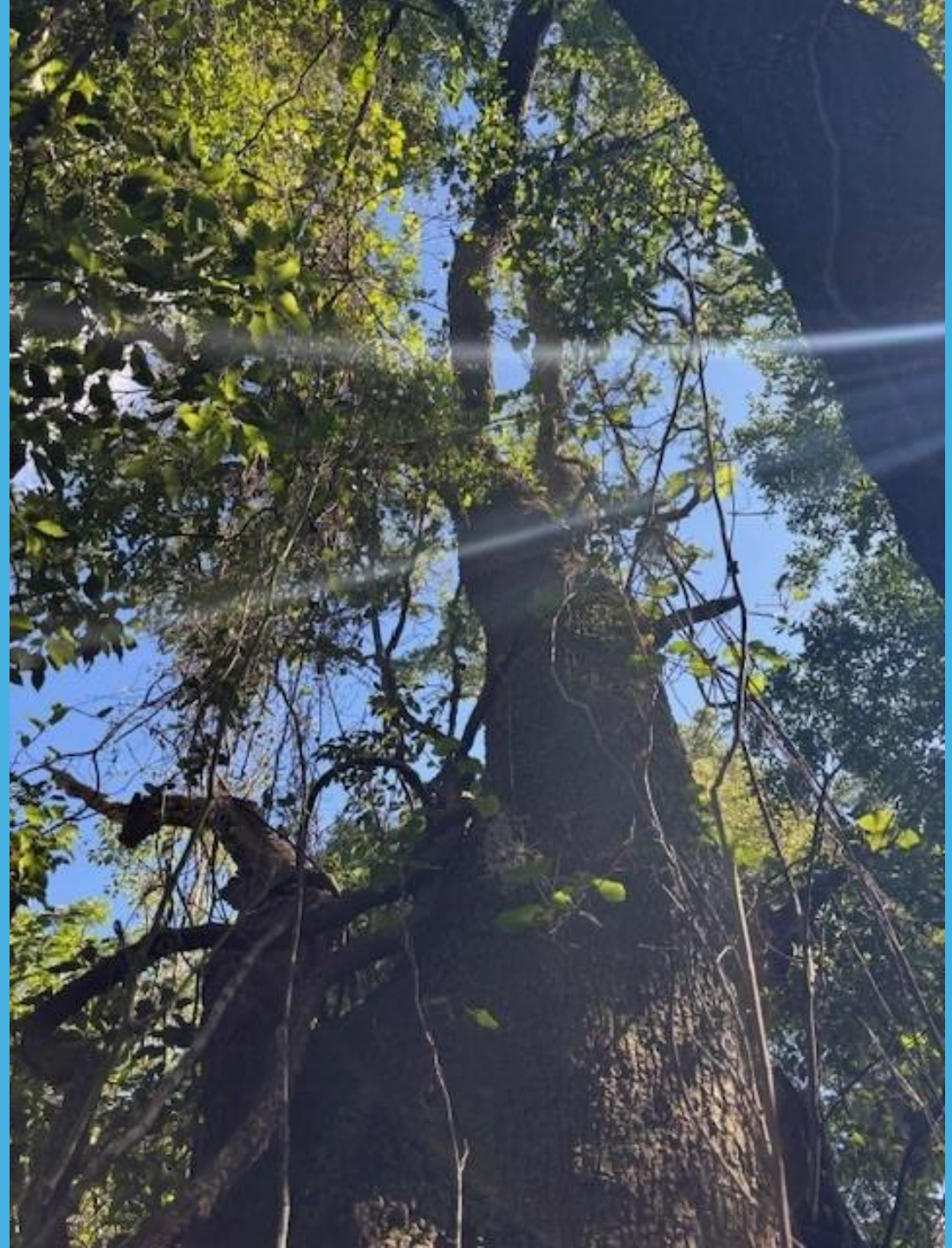
Tree 1270, 45” DBH Live Oak
Good Condition

Tree 1069, 63” DBH Live Oak
Good Condition

Tree 70365, 25” DBH Live Oak
Poor Condition

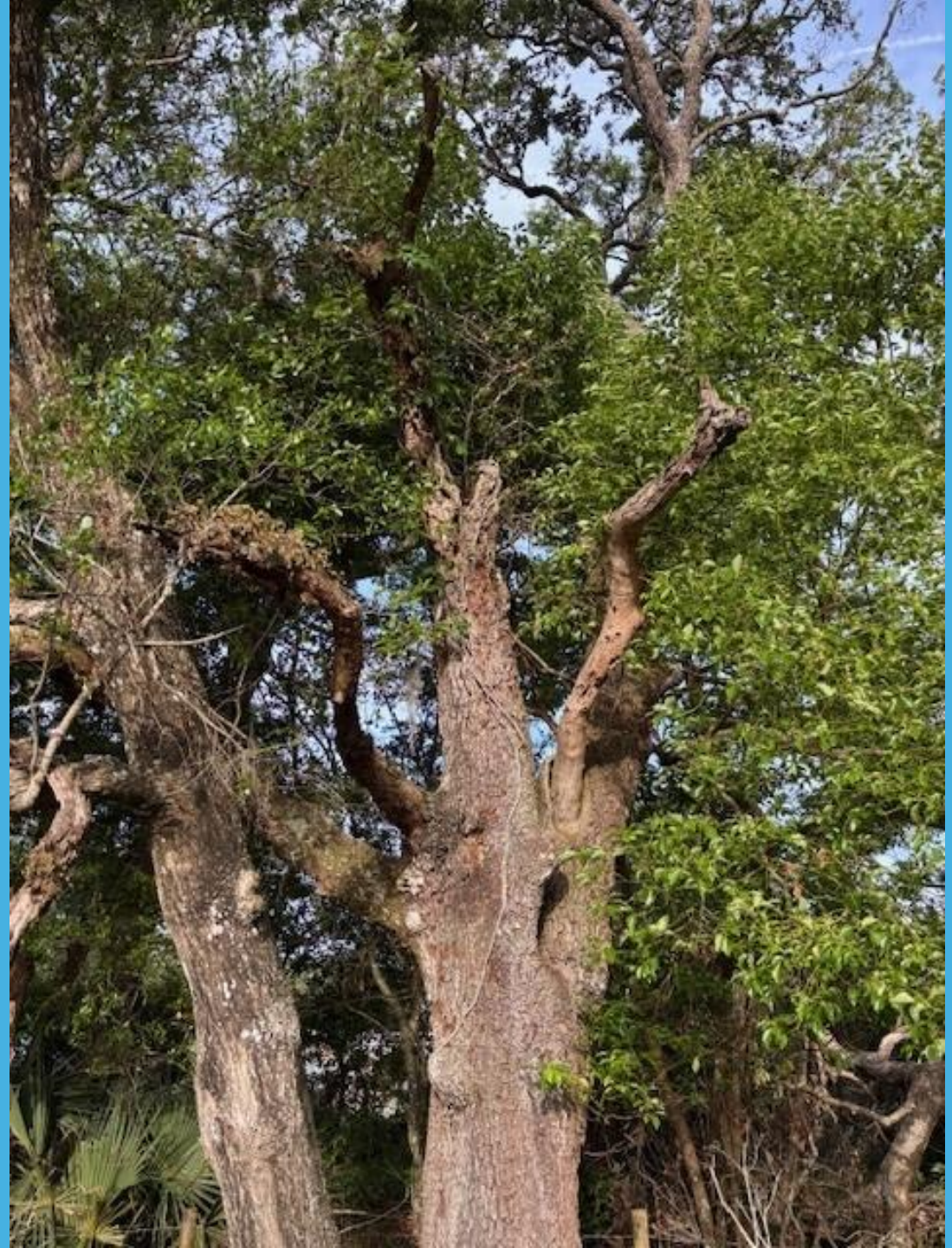
Tree 1414, 27” DBH Live Oak
Poor Condition

Tree 1415, 26” DBH Live Oak
Fair Condition



Tree 1390, 27” DBH Live Oak
Fair Condition

Tree 6659, 30” DBH Live Oak
Poor Condition



Tree 6651, 32” DBH Live Oak
Fair Condition

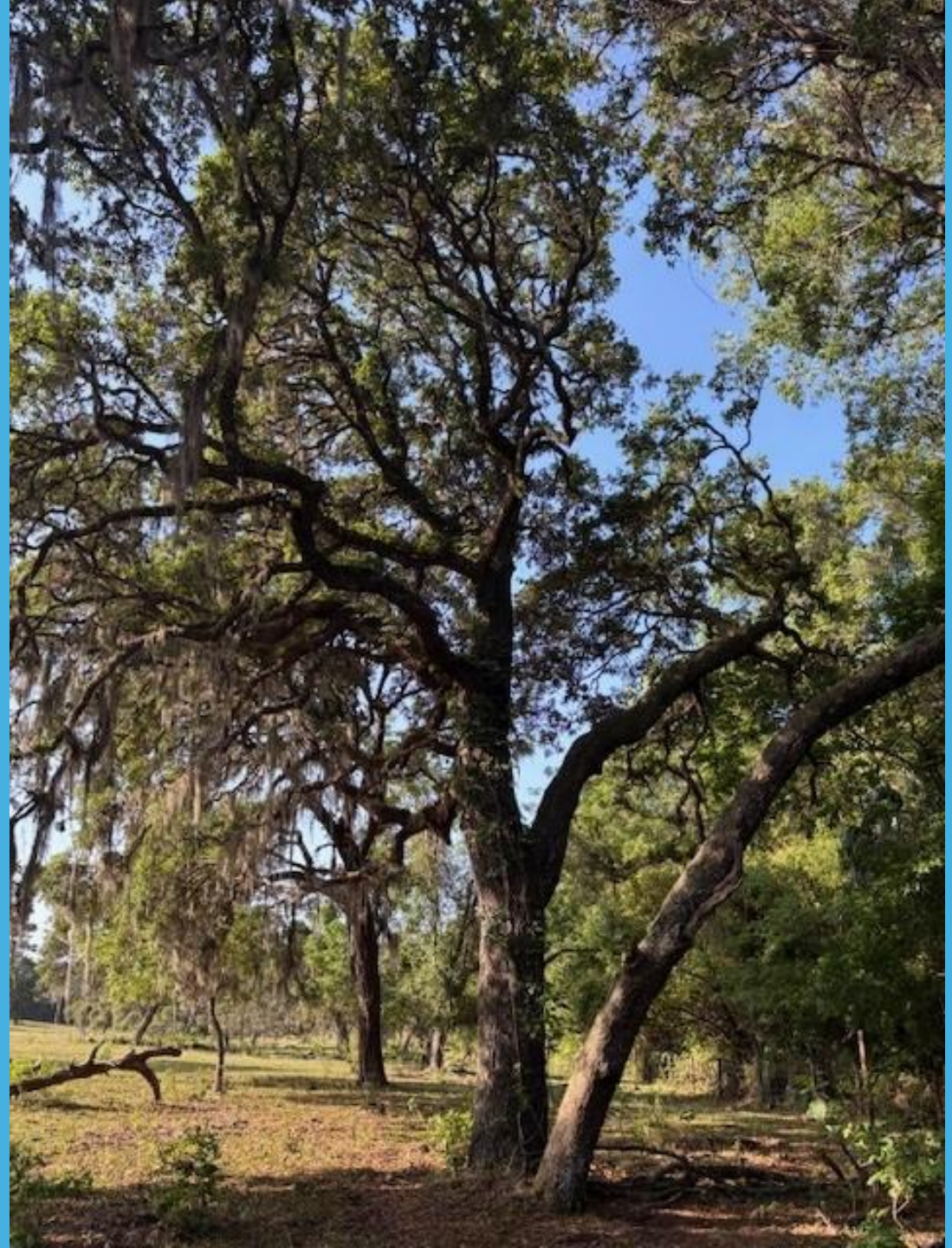
Tree 1405, 31” DBH Live Oak
Poor Condition

Tree 6652, 46” DBH Live Oak
Fair Condition

Tree 6646, 27” DBH Live Oak
Good Condition

Tree 6638, 29” DBH Live Oak
Good Condition

Tree 6637, 31” DBH Live Oak
Good Condition



Tree 6641, 28” DBH Live Oak
Good Condition

Tree 6616, 43” DBH Live Oak
Good Condition

Tree 6617, 44” DBH Live Oak
Good Condition

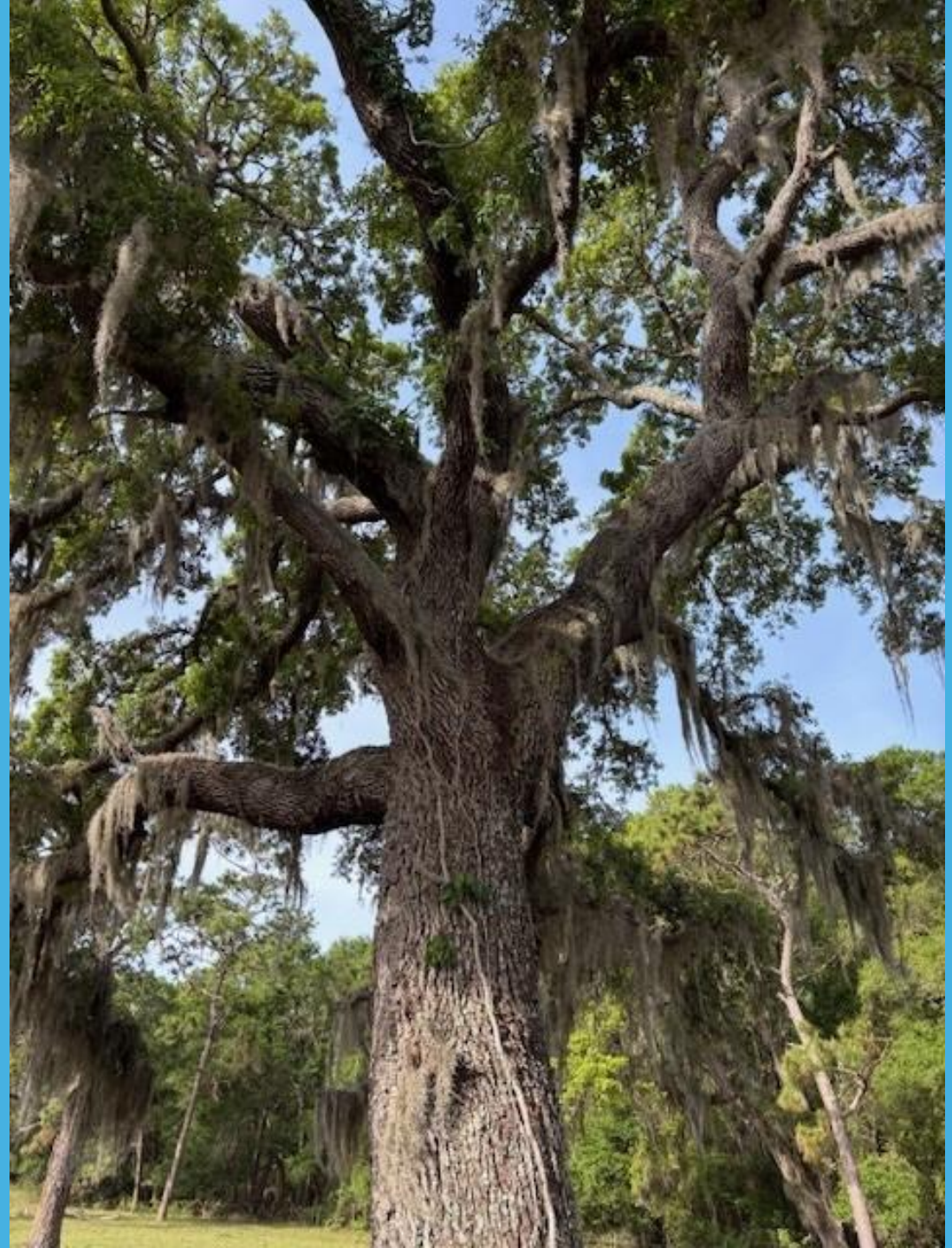
Tree 6621, 36” DBH Live Oak
Fair Condition

Tree 6620, 44” DBH Live Oak
Good Condition

Tree 6627, 35” DBH Live Oak
Good Condition

Tree 6630, 25” DBH Live Oak
Poor Condition

Tree 6631, 35” DBH Live Oak
Good Condition



Tree 6635, 35” DBH Live Oak
Fair Condition

Tree 6593, 38” DBH Live Oak
Good Condition

Tree 6624, 30” DBH Live Oak
Fair Condition

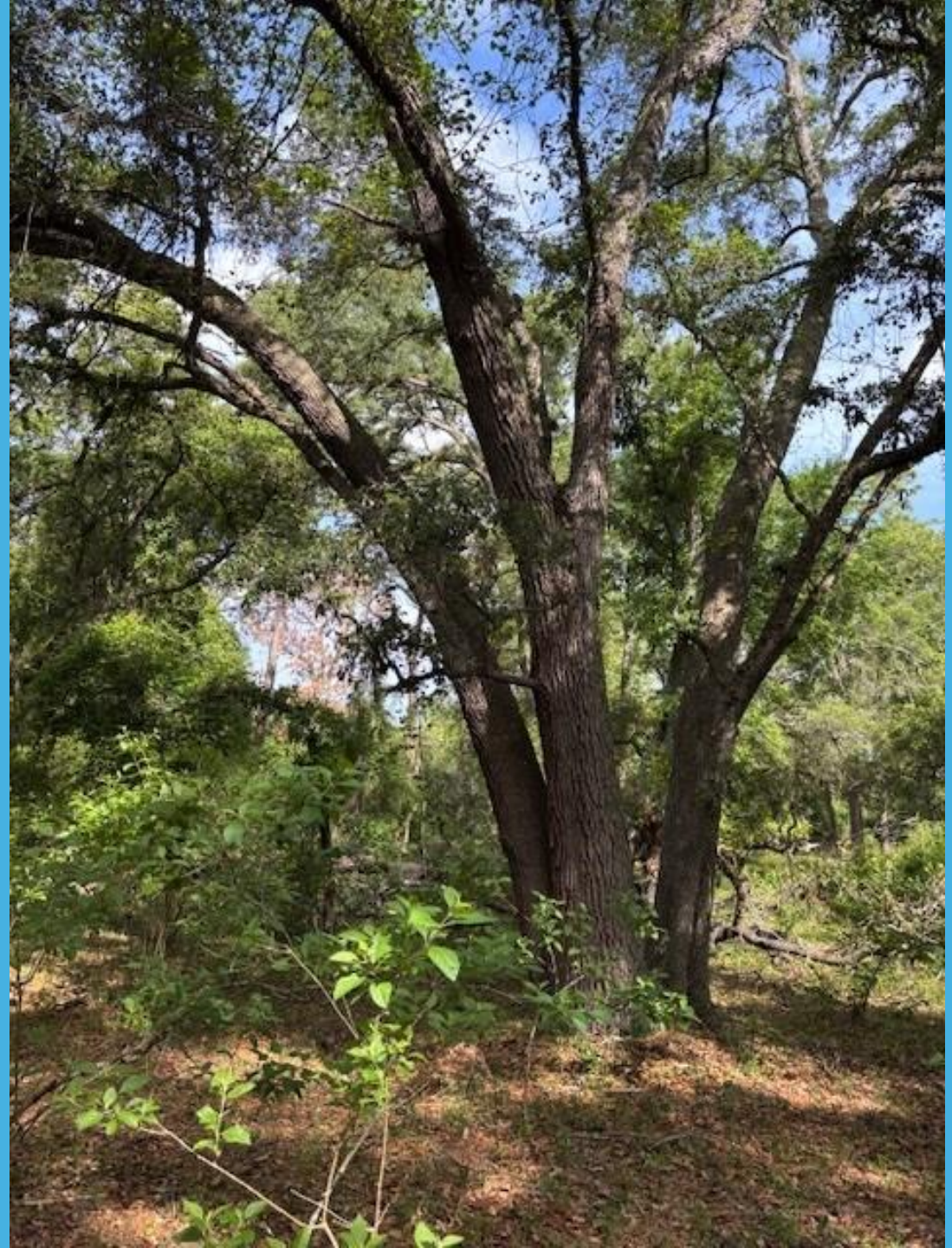
Tree 3, 43” DBH Red Cedar
Fair Condition

Tree 10095, 31” DBH Live Oak
Fair Condition

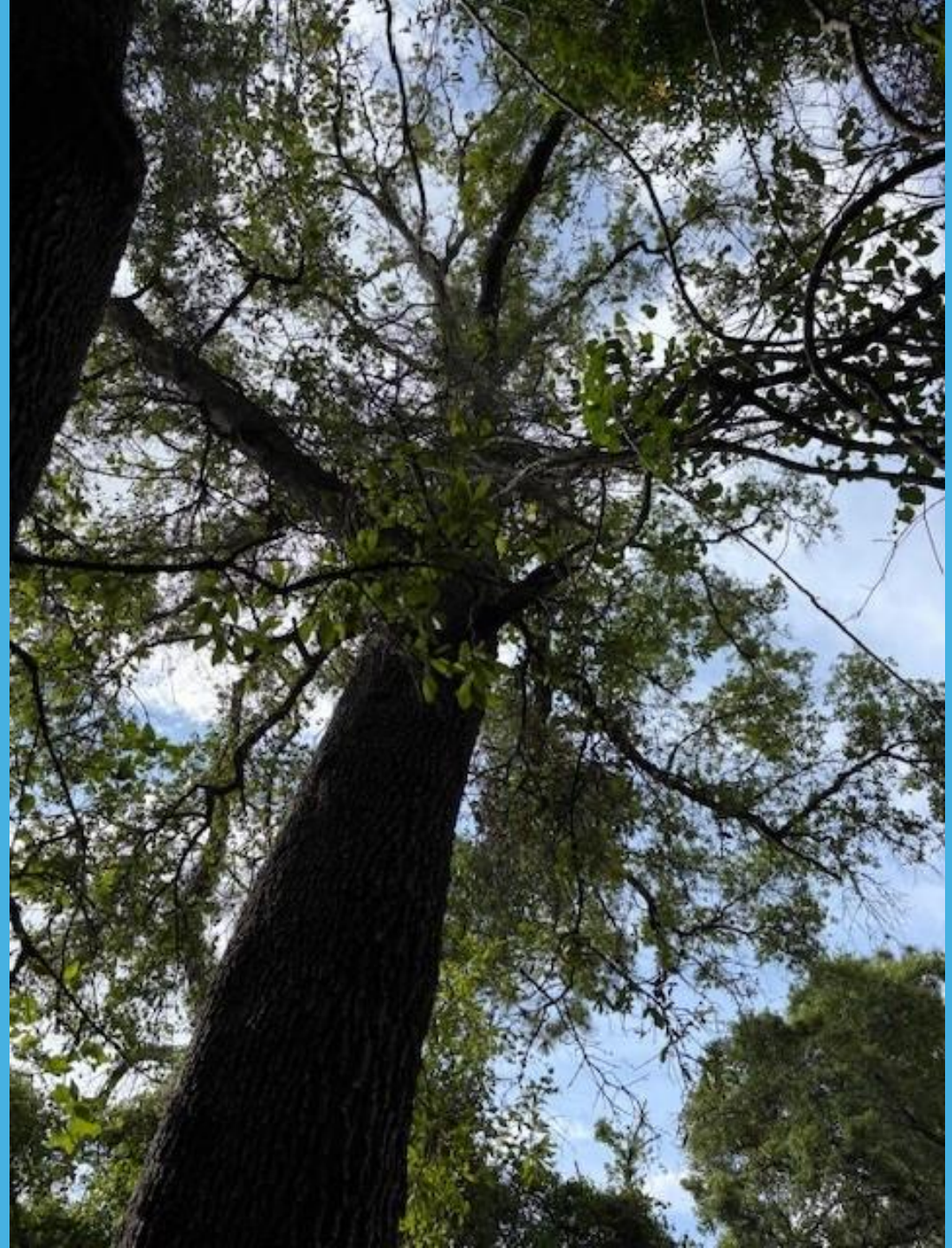
Tree 6670, 25” DBH Live Oak
Fair Condition

Tree 6410, 30” DBH Live Oak
Good Condition

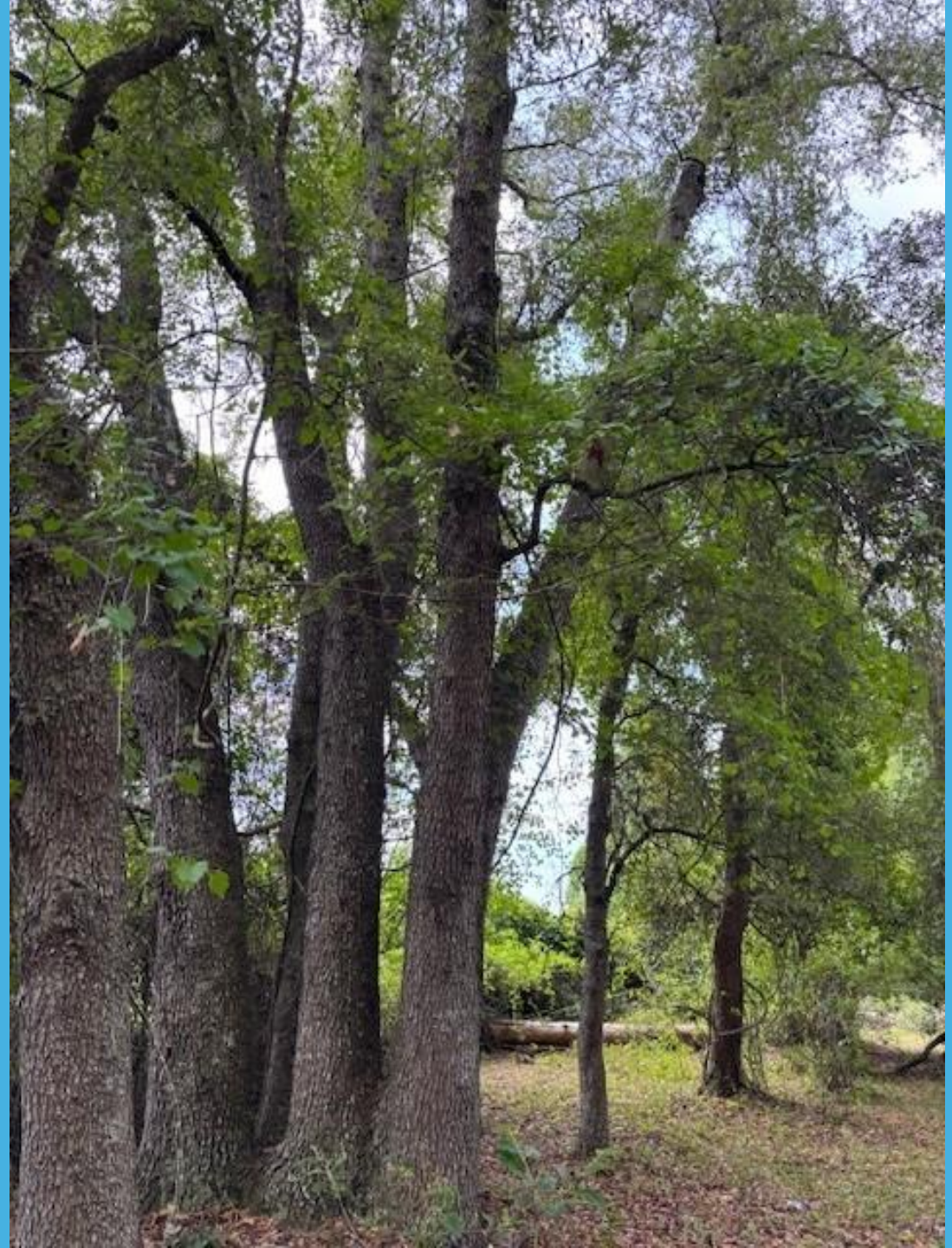
Tree 6526, 41” DBH Live Oak
Fair Condition



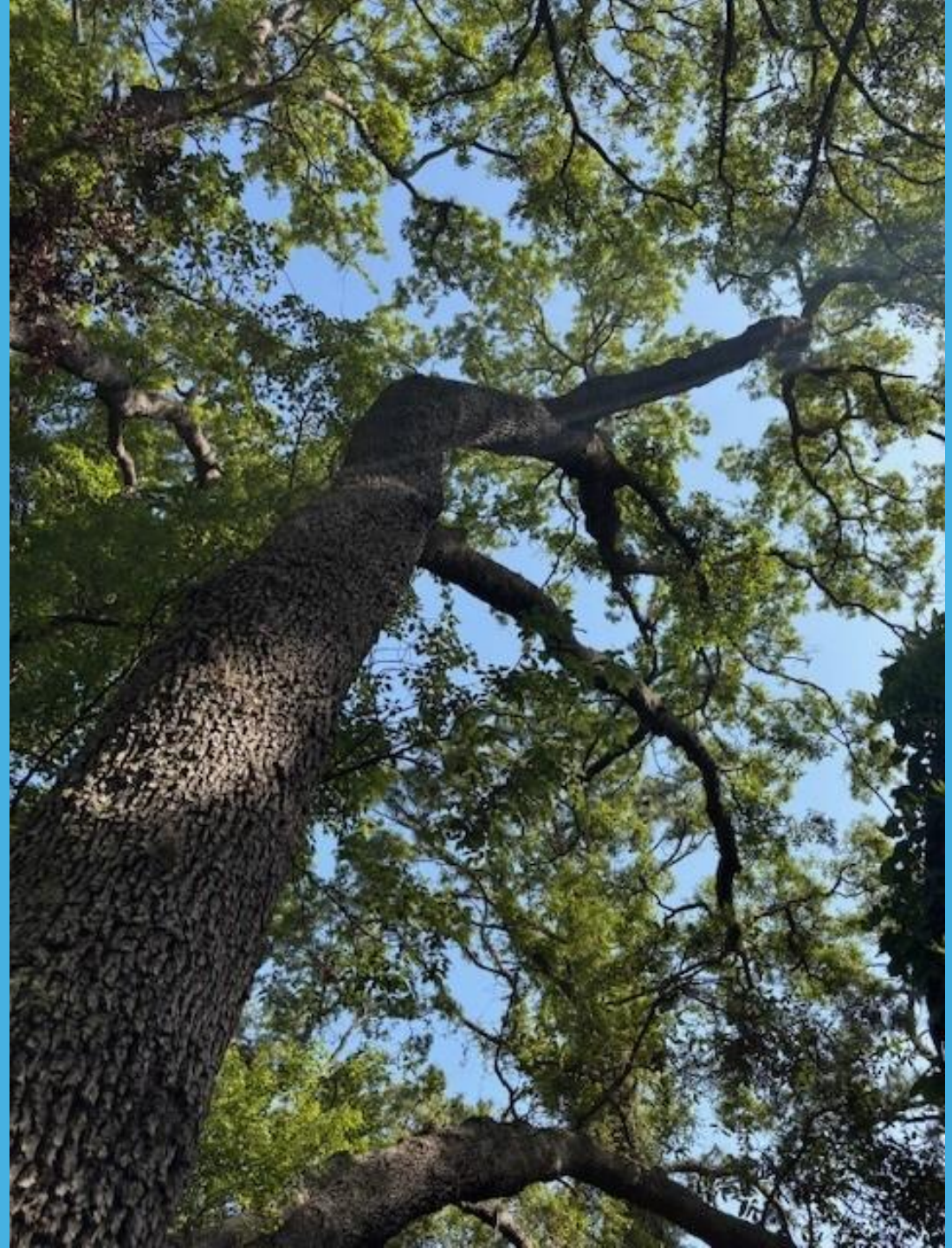
Tree 6524, 28” DBH Live Oak
Fair Condition



Tree 6517, 34” DBH Live Oak
Poor Condition

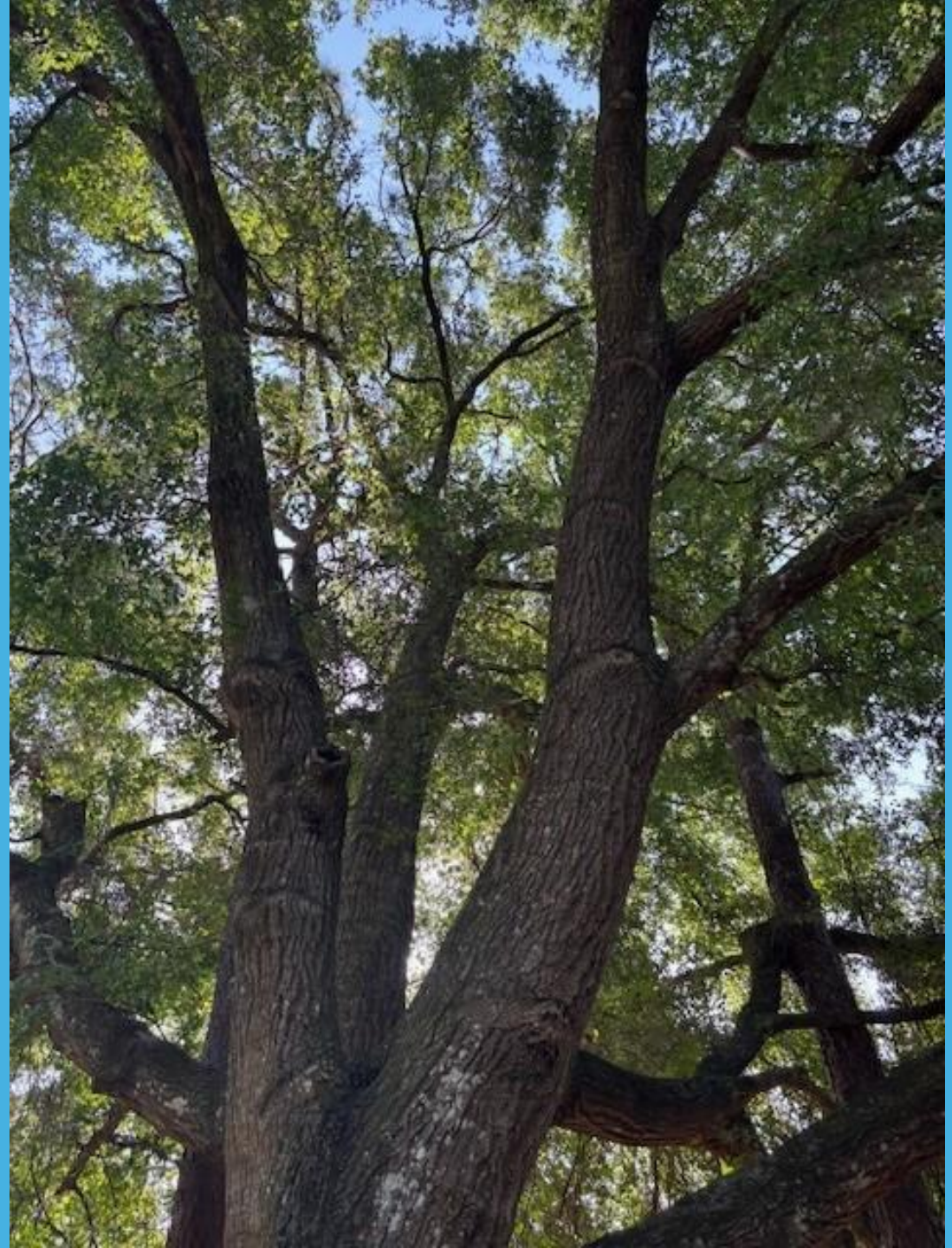


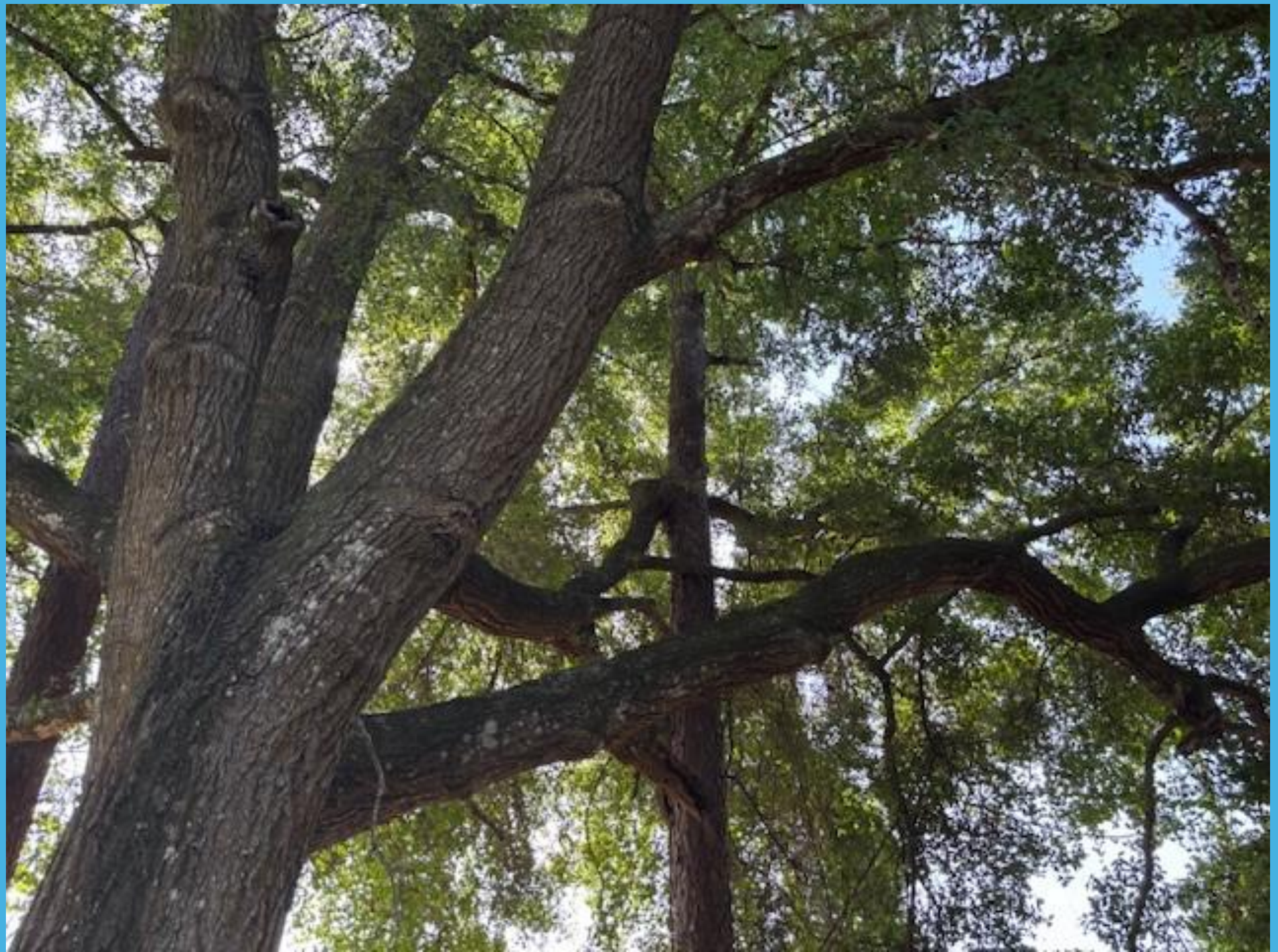
Tree 6451, 26” DBH Live Oak
Fair Condition



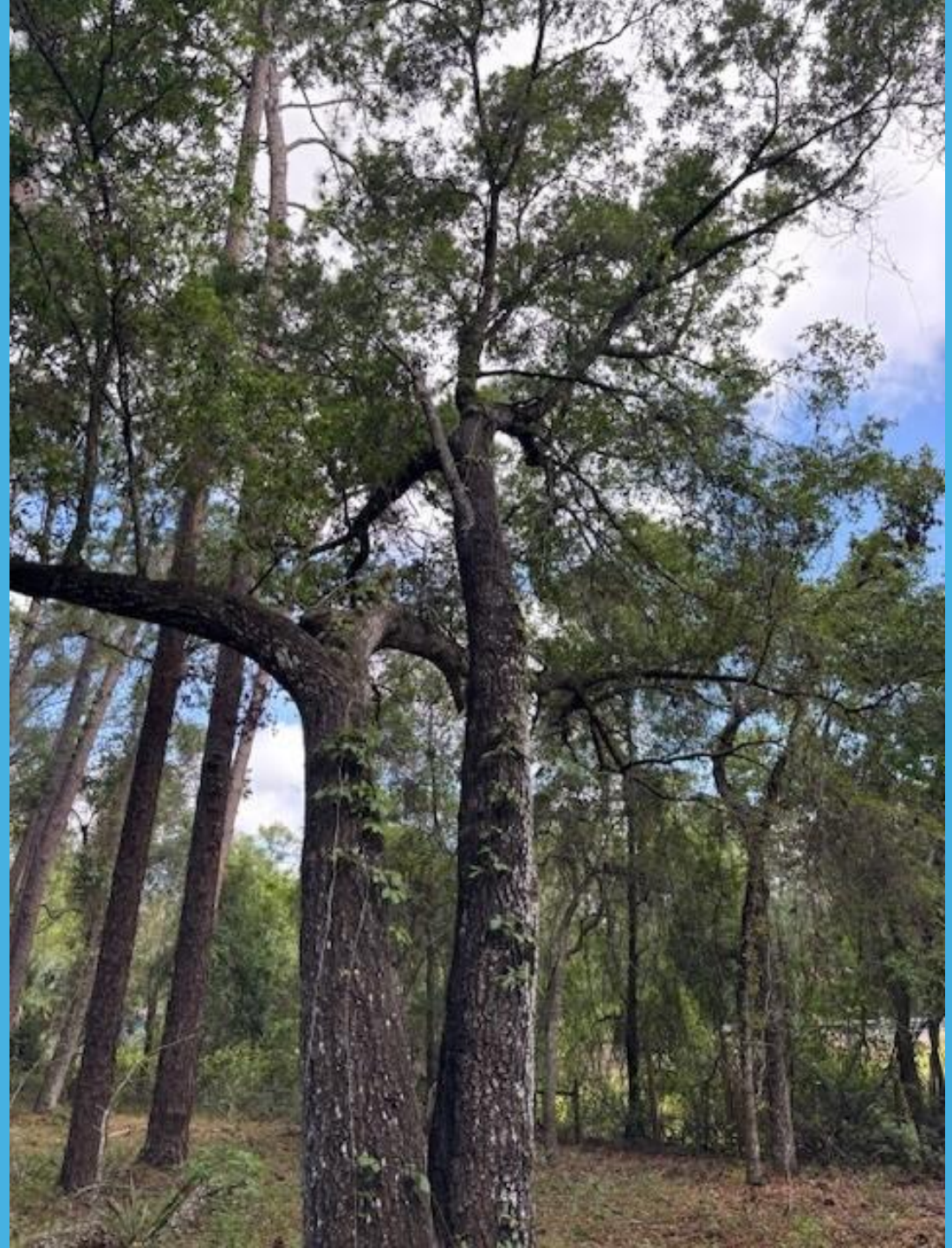
Tree 6452, 26” DBH Live Oak
Poor Condition

Tree 6433, 53” DBH Laurel Oak





Tree 6390, 33” DBH Live Oak
Poor Condition



Tree 70209, 27” DBH Live Oak
Poor Condition

Tree 70123, 28” DBH Live Oak
Poor Condition

Tree 4, 34” DBH Live Oak
Good Condition

Tree 70086, 33” DBH Live Oak
Good Condition

Tree 70101, 31” DBH Live Oak
Good Condition

Tree 70118, 43” DBH Live Oak
Poor Condition

Tree 5510, 29” DBH Live Oak
Good Condition

Tree 5502, 35” DBH Live Oak
Good Condition

Tree 20032, 26” DBH Live Oak
Good Condition

Tree Advisory Committee Minutes

May 13, 2025

Call to Order: Steve Edgar called the meeting to order at 5:20 PM.

Roll Call: **Members:** Howard Jeffries, Steve Edgar, Tadd Kasbeer, Daniel Keller, and Suze Peace
Non-Members in attendance: Harry Delashmutt, Mark Watts, and Mack McNaught
City Staff: Corrigan Loduha, Chris Jackson, and Mariellen Calabro

Old Business:

Tree Giveaway – Chris Jackson told the members present that on Saturday, April 12, the city gave away 850 out of 1,000 trees. Remaining trees will be distributed at the Public Works First Annual Touch-a-Truck event on Friday, May 23rd.

New Business:

City Forester Needed – Mariellen Calabro announced to members that Kit Dennis' last day as City Forester had been Friday, April 18th, and the city is currently accepting applications for the position. Should any members know of someone that may be a good candidate, they may direct them to the employment section of the city's website.

DeLand Tech Park Historic Tree Removals – Chris Jackson introduced Mark Watts and his client, Mack McNaught. Mack McNaught was attending the meeting representing his development company, Longleaf Four LLC, which is in the initial stages of constructing DeLand Technical Park. The proposed industrial park is located on 143 acres north of the SR 472 interchange. They are planning to remove 62 historic trees to make room for a combination of warehouse and commercial space. For mitigation, the applicant has proposed providing a ten-acre piece of property north of the proposed Technical Park. He presented a list of native trees and shrubs to be planted in the proposed Tree Bank. Species to be planted included Sweetbay, Cherry Laurel, Chickasaw Plum, Persimmon, Myrtle-Leaf Dahoon, Fringe Tree, Southern Red Cedar, Marlberry, and Longleaf Pine. He also provided maps of the proposed development. They have also expanded the buffer on the north to 200' to save a 76" DBH historic tree.

Mariellen Calabro indicated that City Code does not allow saving trees that are already protected to mitigate for trees proposed for removal. The Code minimum for replacement of historic trees is 100 percent DBH, with a minimum size for replacement trees of 6" caliper meeting Grade 1 requirements. The total inches of historic trees proposed for removal would be 1,974" DBH. In recognition to the preservation of the ten-acre parcel and increased buffer provided, she indicated that staff would support a recommendation of planting one 6" caliper tree for each historic tree removed, and the remaining inches could be mitigated by the conservation of the ten-acre parcel with additional tree planting in the vacant portion. Mack McNaught speculated that there will likely not be enough space within the development for planting 62 trees of that sized caliper.

The PD for the project requires planting 2,800 inches as mitigation for non-historic tree replacement. Historic tree replacement is separate from the 2,800-inch requirement. The applicant indicated that some of the historic tree replacement inches could be planted on the ten-acre parcel. Steve Edgar voiced some reservation regarding offsite replanting, suggesting that an adequate attempt should be made to plant as many larger caliper trees onsite as possible. He stressed the importance of improving the visual impact that the project will have to the public, specifically within a community that has seen a large volume of construction and grown wary of new development. He further suggested a viable and commercially available planting system that enables larger caliper plantings by supporting and training the roots. This system is known as Root Plus Growers.

Tadd Kasbeer suggested that the perimeter easements should be the greater focus in terms of landscaping standards, those being the corridors where the development will have the most visibility to the public. He proposed concentrating the larger species to corridor enhancement, and placing some of the smaller and more diverse plantings in the pasture and conservation areas on the northern end of the development. Mack McNaught expressed interest in both suggestions and asked for additional information on the large caliper planting system Steve Edgar described. Mariellen indicated that staff would support planting some of the 2,800 inches required for non-historic tree replacement on the adjacent property to allow for more historic tree replacement planting to occur on the 143-acre project site.

Tadd Kasbeer made a motion to recommend the approval to remove the 62 historic trees on the condition that the 62 six-inch caliper replacement trees would be planted in accordance to the mitigation plan approved by city staff. Dani Keller seconded the motion, all members present agreed, and the motion carried.

800 W Rich – The City of DeLand plans to remove a 35-inch DBH live oak due to its poor condition. Members reviewed photos of the tree and agreed that the tree should be removed due to its deteriorated condition. Tadd Kasbeer made a motion to remove the tree due to its poor condition. Suze Peace seconded the motion, all members present were in favor, and the motion carried.

TAC Reappointments – Mariellen Calabro said appointments for three vacant seats are expected occur on 5/19. She reminded members to plan to attend the City Commission meeting if their seat is one that is up for appointment and they wished to keep it.

Comments from Members: There were no comments from members.

Adjourn: Dani made a motion to adjourn, and Suze Peace seconded the motion. The meeting adjourned at 6:40 PM.

Next Meeting: June 10, 2025 @ 5:15 PM

Native Trees and Shrubs to Be Planted in Tree Bank

In order to increase the diversity of native trees and shrubs in the Tree Bank, convert the existing grass area to forest and add resiliency to the Tree Bank, the following species will be planted over the next three year period:

Sweetbay Magnolia virginiana

Carolina Laurel Cherry Prunus caroliniana

Chickasaw Plum Prunus angustifolia

Persimmon Disospyros virginiana

Myrtle-leaved Dahoon Ilex myrtifolia

Fringe Tree Chionanthus virginicus

Eastern/Southern Red Cedar Juniperus virginiana/silicicola

Marlberry Ardisia escallonioides

In addition, Longleaf Pines will be encouraged to reseed in the Tree Bank, especially in the existing, grass open area. This open area will be disturbed by mechanical turning of the existing turf to allow for such reseeding.

DeLand Tech Park PD – Tree Bank. March 6, 2025

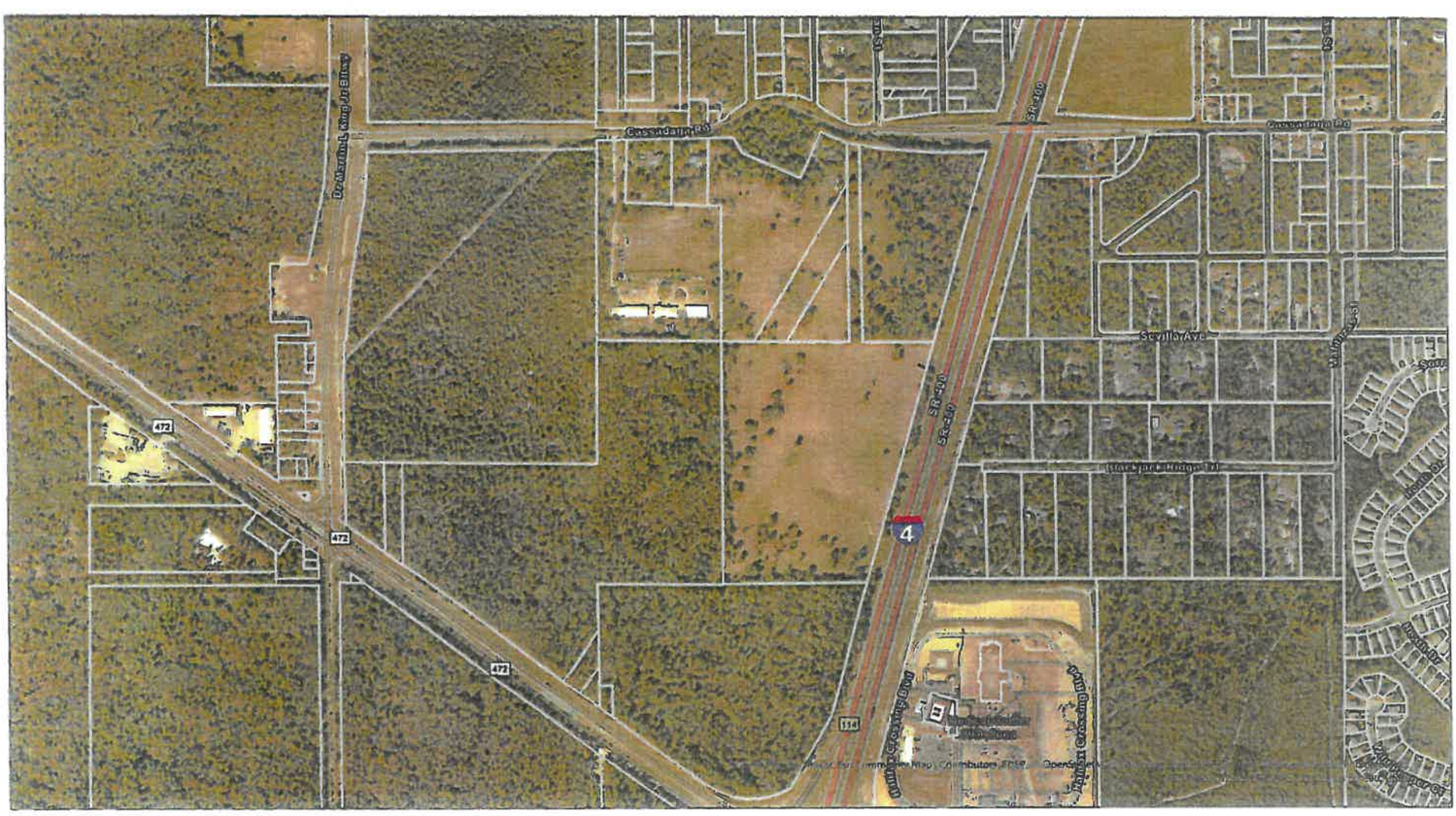
Kimley»Horn

OVERALL LANDSCAPE PLAN

DELAND TECH PARK

CITY OF DELAND FLORIDA

SHEET NUMBER
L1.00



DELAND TECH PARK - AERIAL PHOTO

VOLUSIA COUNTY | FLORIDA

Longleaf Four, LLC, Mac McNaught (c)317-439-4577

0' 250' 500'

FEBRUARY 15, 2022

SCHEDULE B – II COMMITMENT

EXCEPTIONS FROM COVERAGE

SOME HISTORICAL LAND RECORDS CONTAIN DISCRIMINATORY COVENANTS THAT ARE ILLEGAL AND UNENFORCEABLE BY LAW.

THIS COMMITMENT AND THE POLICY TREAT ANY DISCRIMINATORY COVENANT IN A DOCUMENT REFERENCED IN SCHEDULE B AS IF EACH DISCRIMINATORY COVENANT IS REDACTED, REPUDIATED, REMOVED, AND NOT REPUBLISHED OR RECIRCULATED. ONLY THE REMAINING PROVISIONS OF THE DOCUMENT WILL BE EXCEPTED FROM COVERAGE. THE POLICY WILL NOT INSURE AGAINST LOSS OR DAMAGE RESULTING FROM THE TERMS AND CONDITIONS OF ANY LEASE OR EASEMENT IDENTIFIED IN SCHEDULE A, AND WILL INCLUDE THE FOLLOWING EXCEPTIONS UNLESS CLEARED TO THE SATISFACTION OF THE COMPANY:

1. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I–REQUIREMENTS ARE MET. STANDARD EXCEPTION.

2. FACTS WHICH WOULD BE DISCLOSED BY AN ACCURATE AND COMPREHENSIVE SURVEY OF THE PREMISES HEREIN DESCRIBED. STANDARD EXCEPTION.

3. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION. STANDARD EXCEPTION.

4. CONSTRUCTION, MECHANIC'S, CONTRACTORS' OR MATERIALMEN'S LIEN CLAIMS, IF ANY, WHERE NO NOTICE THEREOF APPEARS OF RECORD. STANDARD EXCEPTION.

5. EASEMENTS OR CLAIMS OF EASEMENTS NOT SHOWN BY THE PUBLIC RECORDS. STANDARD EXCEPTION.

6. GENERAL OR SPECIAL TAXES AND ASSESSMENTS REQUIRED TO BE PAID IN THE YEAR 2024 AND SUBSEQUENT YEARS. STANDARD EXCEPTION.

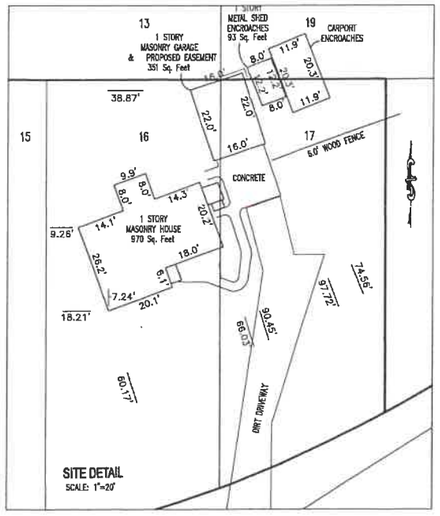
7. RESERVATIONS FOR ROAD PURPOSES ONTO THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA CONTAINED IN DEED NO. 1048 RECORDED IN DEED BOOK 294, PAGE 453, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. (AS TO PARCEL 1) DOES NOT AFFECT SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED

8. ALL MATTERS CONTAINED ON THE PLAT OF FIRST ADDITION TO YOURLANDO IN THE PINES, AS RECORDED IN PLAT BOOK 10, PAGE 185, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. (AS TO PARCEL 2) AFFECTS SUBJECT PROPERTY, ENTIRELY.

9. ORDINANCE RECORDED IN O.R. BOOK 2192, PAGE 1025, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. (AS TO PARCEL 1) DOES NOT AFFECT SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED.

10. ORDINANCE NO. 94–2–8 RECORDED IN O.R. BOOK 3912, PAGE 2170, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. (AS TO PARCEL 2) AFFECTS SUBJECT PROPERTY, ENTIRELY.

11. ANY LIEN PROVIDED BY COUNTY ORDINANCE OR BY CH. 159, F.S., IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY, FOR UNPAID SERVICE CHARGES FOR SERVICES BY ANY WATER SYSTEMS, SEWER SYSTEMS OR GAS SYSTEMS SERVING THE LAND DESCRIBED HEREIN; AND ANY LIEN FOR WASTE FEES IN FAVOR OF ANY COUNTY OR MUNICIPALITY. STANDARD EXCEPTION.

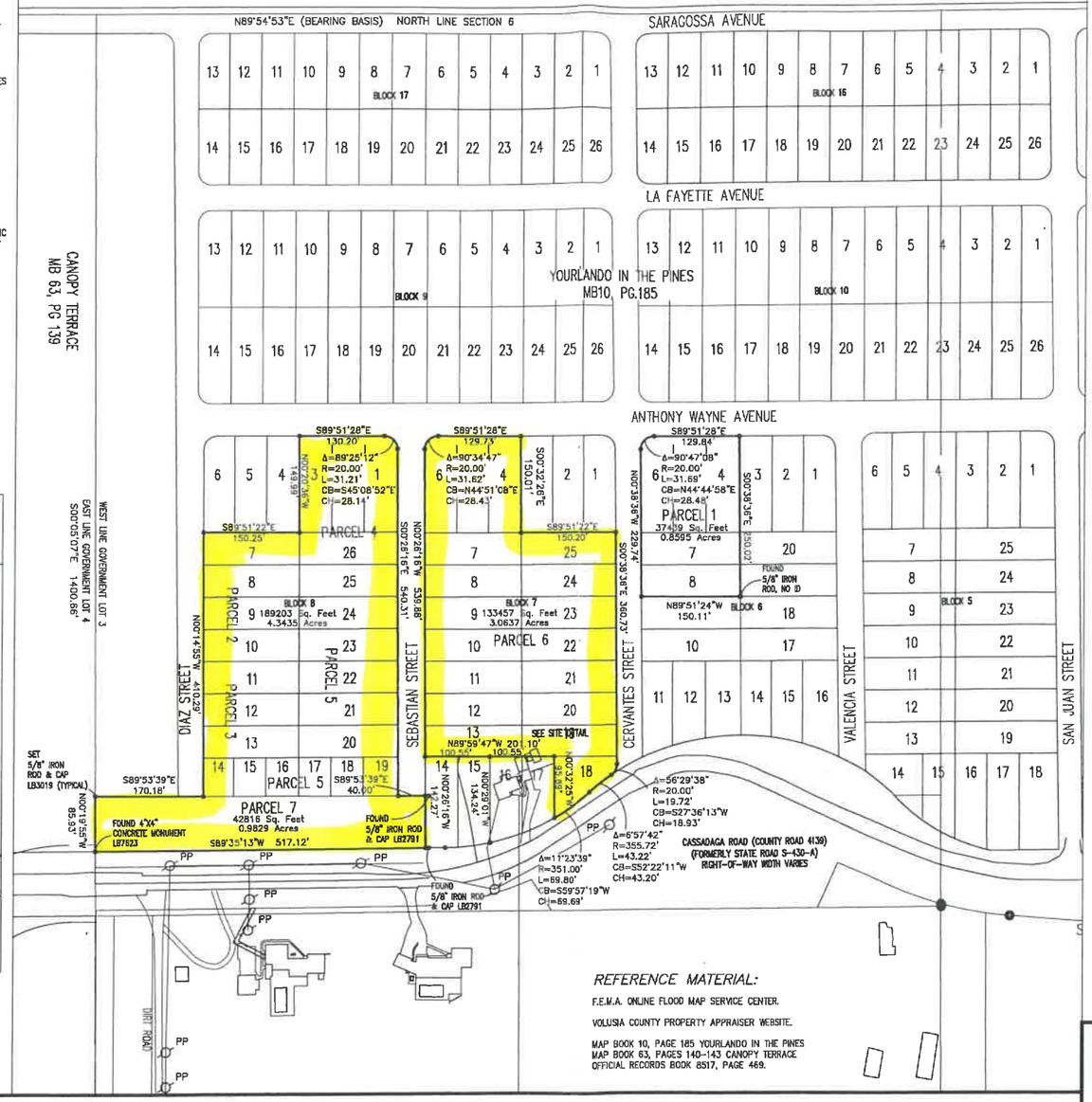


GRAPHIC SCALE

0 100 200 300

(IN FEET)
1 inch = 100 ft

SECTION 6 – TOWNSHIP 18 SOUTH – RANGE 31 EAST
VOLUSIA COUNTY, FLORIDA



REFERENCE MATERIAL:

F.E.M.A. ONLINE FLOOD MAP SERVICE CENTER.

VOLUSIA COUNTY PROPERTY APPRAISER WEBSITE.

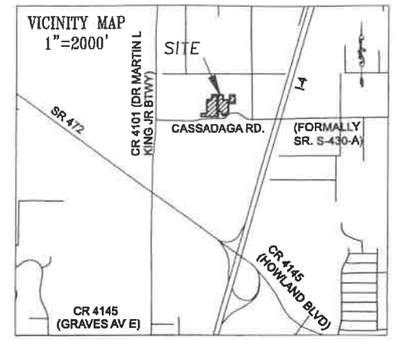
MAP BOOK 10, PAGE 185 YOURLANDO IN THE PINES
MAP BOOK 63, PAGES 140–143 CANOPY TERRACE
OFFICIAL RECORDS BOOK 8517, PAGE 469.

LEGEND:

- IRON ROD WITH CAP
- IRON ROD
- IRON PIPE WITH CAP
- IRON PIPE
- NAIL & DISK
- FD "X"/CUT IN CONCRETE
- CONCRETE MONUMENT
- DENOTES PC / PT
- PERMANENT CONTROL POINT
- SITE BENCHMARK
- FIRE HYDRANT
- GV GAS VALVE
- RUV REUSE VALVE
- SSV SANITARY SEWER VALVE
- HHE HAND HOLE (ELECTRIC)
- WM WATER METER
- GM GAS METER
- TB TELEPHONE BOX
- MB MAIL BOX
- TV CABLE TELEVISION BOX
- TSB TRAFFIC SIGNAL BOX
- WV WATER VALVE
- FOCB FIBER OPTIC CABLE BOX
- FOCV FIBER OPTIC CABLE VAULT
- ELP ELECTRIC PANEL
- FOCM FIBER OPTIC CABLE MARKER
- TPM TELEPHONE CABLE MARKER
- SIGN
- LP LIGHT POLE
- YL YARD LIGHT
- PP POWER / UTILITY POLE
- GA GUY ANCHOR
- EB ELECTRIC SERVICE BOX
- SSMH SANITARY SEWER MANHOLE
- SDMH STORM DRAIN MANHOLE
- GTMH GREASE TRAP MANHOLE
- EMH ELECTRIC MANHOLE
- UMH UTILITY MANHOLE
- CO CLEAN OUT
- FOC FIBER OPTIC CABLE MANHOLE
- RBO REUSE BLOWOFF ASSEMBLY
- WETLANDS LOCATION
- EXISTING CONCRETE
- 0.00' EXISTING ELEVATION
- –FO– BURIED FIBER OPTIC CABLE
- –T– BURIED TELEPHONE CABLE
- –W– BURIED WATER LINE
- –E– BURIED ELECTRIC LINE
- –G– BURIED GAS LINE
- –TV– BURIED TELEVISION LINE
- –FM– BURIED FORCEMAIN
- –OH– AERIAL UTILITY LINE
- –ST– STORM WATER LINE
- CHANGE OF DIRECTION
- BACKFLOW PREVENTER

ABBREVIATIONS:

Δ	CENTRAL ANGLE	CPP	CORRUGATED PLASTIC PIPE	FND	FOUND	IR	IRON ROD (NO CAP)	MW	MONITORING WELL	(R)	RADIAL	TOB	TOP OF BANK
A/C	AIR CONDITIONER	CV	CHECK VALVE	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	IPC	IRON PIPE & CAP	N&D	NAIL & DISK	R	RADIUS	TOE	TOE OF SLOPE
A.E.	ACCESS EASEMENT	(C)	CALCULATED DIMENSION	FDNR	FLORIDA DEPARTMENT OF NATURAL RESOURCES	IP	IRON PIPE (NO CAP)	(NR)	NON RADIAL	RCP	REINFORCED CONCRETE PIPE	TSP	TRAFFIC SIGNAL POLE
CB	CHORD BEARING	DIP	DUCTILE IRON PIE	FP&L CO	FLORIDA POWER & LIGHT COMPANY	IV	IRRIGATION VALVE	NAVD	NORTH AMERICAN VERTICAL DATUM	RES	RESIDENCE	TWP	TOWNSHIP
CH	CHORD DISTANCE	DW	DRIVEWAY	GA	GUY ANCHOR	L	ARC LENGTH	NGVD	NATIONAL GEODETIC VERTICAL DATUM	RGE	RANGE	(TYP)	TYPICAL
CLS	CENTERLINE OF SWALE	(D)	DEED DIMENSION	GLM	GAS LINE MARKER	LB	LICENSED BUSINESS	ORB	OFFICIAL RECORDS BOOK	RV	REUSE VALVE	U.E.	UTILITY EASEMENT
CO	CLEANOUT	EL	ELEVATION	HDPE	HIGH DENSITY POLYETHYLENE PIPE	LP	LIGHT POLE	(P)	PLATTED DIMENSION	R/W	RIGHT OF WAY	USC & GS	UNITED STATES COAST & GEODETIC SURVEY
CONC	CONCRETE	ES	ELECTRIC SERVICE	ID	IDENTIFICATION	(M)	MEASURED DIMENSION	PB	PLAT BOOK	SAN	SANITARY	VCP	VITREOUS CLAY PIPE
℄	CENTERLINE	EOW	EDGE OF WATER	ILLEG.	ILLEGIBLE	MB	MAP BOOK	PG	PAGE	STA	STATION	WM	WATER METER
CM	CONCRETE MONUMENT	FH	FIRE HYDRANT	INV	INVERT	MES	MITERED END SECTION	PP	POWER POLE	SEC	SECTION	WV	WATER VALVE
CMP	CORRUGATED METAL PIPE	FNC	FENCE	IRC	IRON ROD & CAP	MH	MANHOLE	PVC	POLYVINYL CHLORIDE	TC	TOP COVER	W/	WITH
								PRV	PRESURE REDUCING VALVE				



LEGAL DESCRIPTION:

PARCEL 1:
LOTS 4,5,6,7 & 8, BLOCK 6, FIRST ADDITION TO YOURLANDO IN THE PINES, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 185, PUBLIC RECORDS OF VOLUSIA COUNTY.

PARCEL 2:
LOTS 8,9 & 10, BLOCK 8, FIRST ADDITION TO YOURLANDO IN THE PINES, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 185, PUBLIC RECORDS OF VOLUSIA COUNTY.

PARCEL 3:
LOTS 11,12 & 13, BLOCK 8, FIRST ADDITION TO YOURLANDO IN THE PINES, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 185, PUBLIC RECORDS OF VOLUSIA COUNTY.

PARCEL 4:
LOTS 1,2,3,7,25 & 26, BLOCK 8, FIRST ADDITION TO YOURLANDO IN THE PINES, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 185, PUBLIC RECORDS OF VOLUSIA COUNTY.

PARCEL 5:
LOTS 14,15,16,17,18,19,20,21,22,23 & 24, BLOCK 8, FIRST ADDITION TO YOURLANDO IN THE PINES, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 185, PUBLIC RECORDS OF VOLUSIA COUNTY.

PARCEL 6:
LOTS 4 TO 13, INCLUSIVE, AND LOTS 18 TO 25, INCLUSIVE, BLOCK 7, FIRST ADDITION TO YOURLANDO IN THE PINES, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 185, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SUBJECT TO A PROPOSED EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; A PORTION OF LOT 13 AND 19, BLOCK 7, YOURLANDO, 1ST ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 10, PAGE 185, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 16, BLOCK 7, YOURLANDO, 1ST ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 10, PAGE 185, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTH ACROSS THE NORTH LINE OF SAID LOT 16, S89°59'47"E, 45.94 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE N71°44'39"E, 9.22 FEET; THENCE S18°32'30"E, 3.05 FEET TO THE NORTH LINE OF LOT 17, BLOCK 7, YOURLANDO, 1ST ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 10, PAGE 185, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N89°59'47"W, 9.72 FEET TO THE POINT OF BEGINNING.

PARCEL 7:
THE SOUTHWEST ONE QUARTER OF GOVERNMENT LOT 3, SECTION 6, TOWNSHIP 18 SOUTH, RANGE 31 EAST, LYING NORTH OF STATE ROAD S-430-A (CASSADAGA ROAD–COUNTY ROAD 4139) AND WEST OF THE EASTERLY RIGHT OF WAY LINE OF SEBASTIAN STREET PER THE PLAT OF FIRST ADDITION TO YOURLANDO IN THE PINES, RECORDED IN MAP BOOK 10, PAGE 185 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

SURVEY NOTES:

1. THIS PLAT OF SURVEY HAS BEEN PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT FROM OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. 24074403 DM1, EFFECTIVE DATE: JULY 1, 2024 AT 5:00PM.

2. THE MEASURED BEARINGS SHOWN HEREON ARE (GRID BEARINGS) BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, DERIVING A BEARING OF N89°54'53"E, ALONG NORTH LINE OF SECTION 6, TOWNSHIP 18 SOUTH, RANGE 31 EAST.

3. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

4. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

5. UNDERGROUND FOUNDATIONS, IF ANY HAVE NOT BEEN LOCATED OR SHOWN AS A PART OF THIS SURVEY.

6. UNDERGROUND UTILITIES, IF ANY HAVE NOT BEEN LOCATED OR SHOWN AS A PART OF THIS SURVEY.

7. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE X. THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. MAP NO. 12127C0610 J. MAP EFFECTIVE DATE: FEBRUARY 19, 2014, APPROXIMATE SCALE: 1"=500'.

NOTICE:

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SURVEYOR'S CERTIFICATION:

TO: LONGLEAF FOUR LLC, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1,2,3,4,7(A),8,10,13,16,17,18,&19 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON FEBRUARY 7, 2025.

DATE OF PLAT OR MAP: MARCH 6, 2025

Jeffrey S Hattendorf

Digitally signed by Jeffrey S Hattendorf
Date: 2025.04.07 10:12:50 -04'00'

JEFFREY S. HATTENDORF
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 6193

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
2581 NOVA ROAD
SUITE 4630
PORT ORANGE, FL. 32127
LICENSED BUSINESS CERTIFICATION NUMBER 3019

Copyright © 2025 Sliger & Associates, Inc.

TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	CHECKED BY	FIELD BOOK: 1540	PAGE (S): 23–25	FIELD BOOK: 1546	PAGE (S): 9–12		
SPECIFIC PURPOSE									
BOUNDARY SURVEY									
TOPOGRAPHIC SURVEY									
FOUNDATION LOCATION									
FINAL IMPROVEMENTS									
RECERTIFICATION									

FIELD DATE: APRIL 7, 2025	ALTA SURVEY	PROJECT: 08727
PARTY CHIEF: J. PENFIELD	CASSADAGA ROAD DELAND, FLORIDA	JOB: 24-1154
DRAWN BY: T.JEFFREY		SCALE: 1"=100'
CHECKED BY: J. HATTENDORF	CLIENT: LONGLEAF FOUR LLC	SHEET: 1 OF 1

FILE: K:\BRADY\DRAFTING\2025 DRAFTING\24-1154 SURVEY IN PROCESSING

DeLand Tech Park

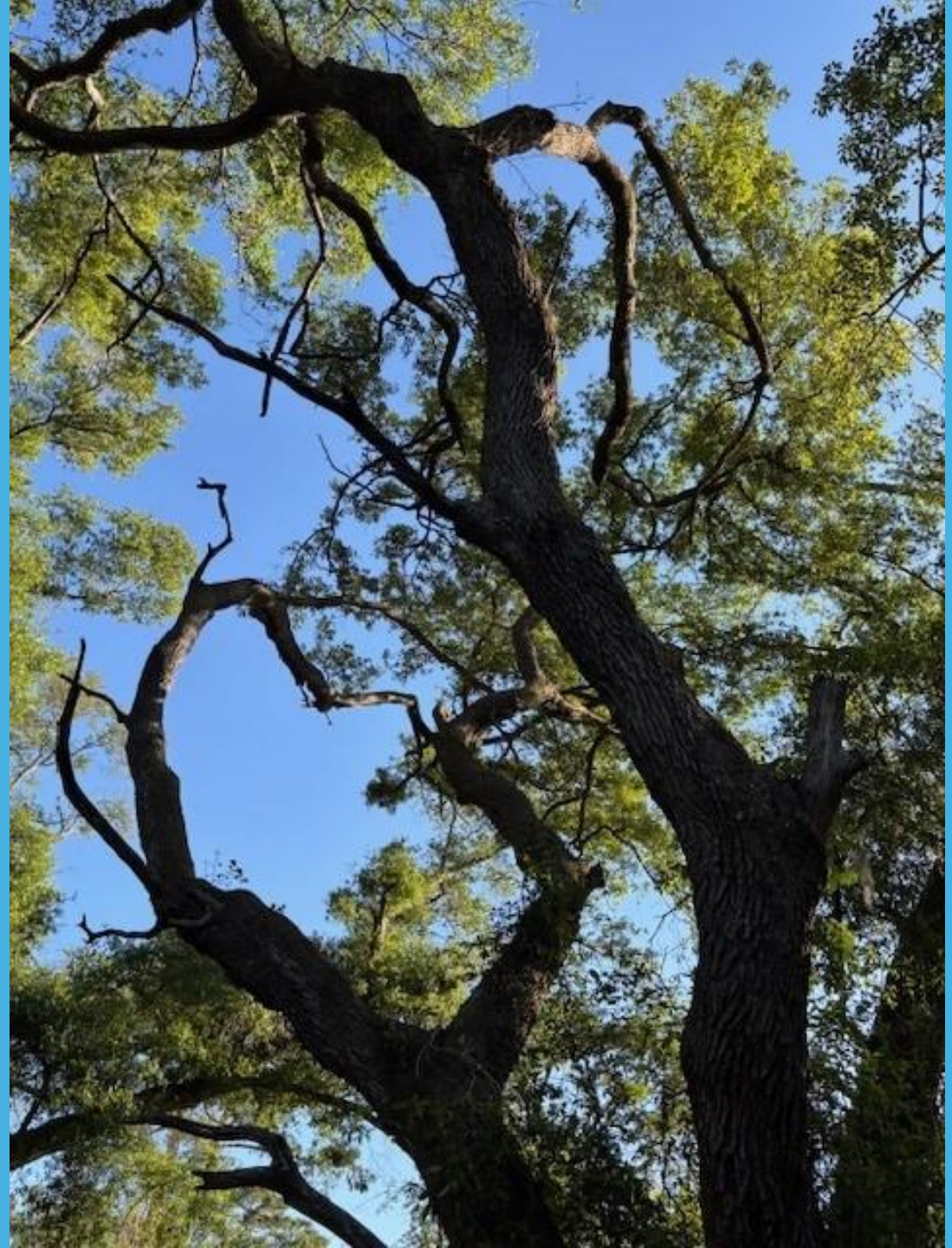
Parcel #810600000100

Tree25-010

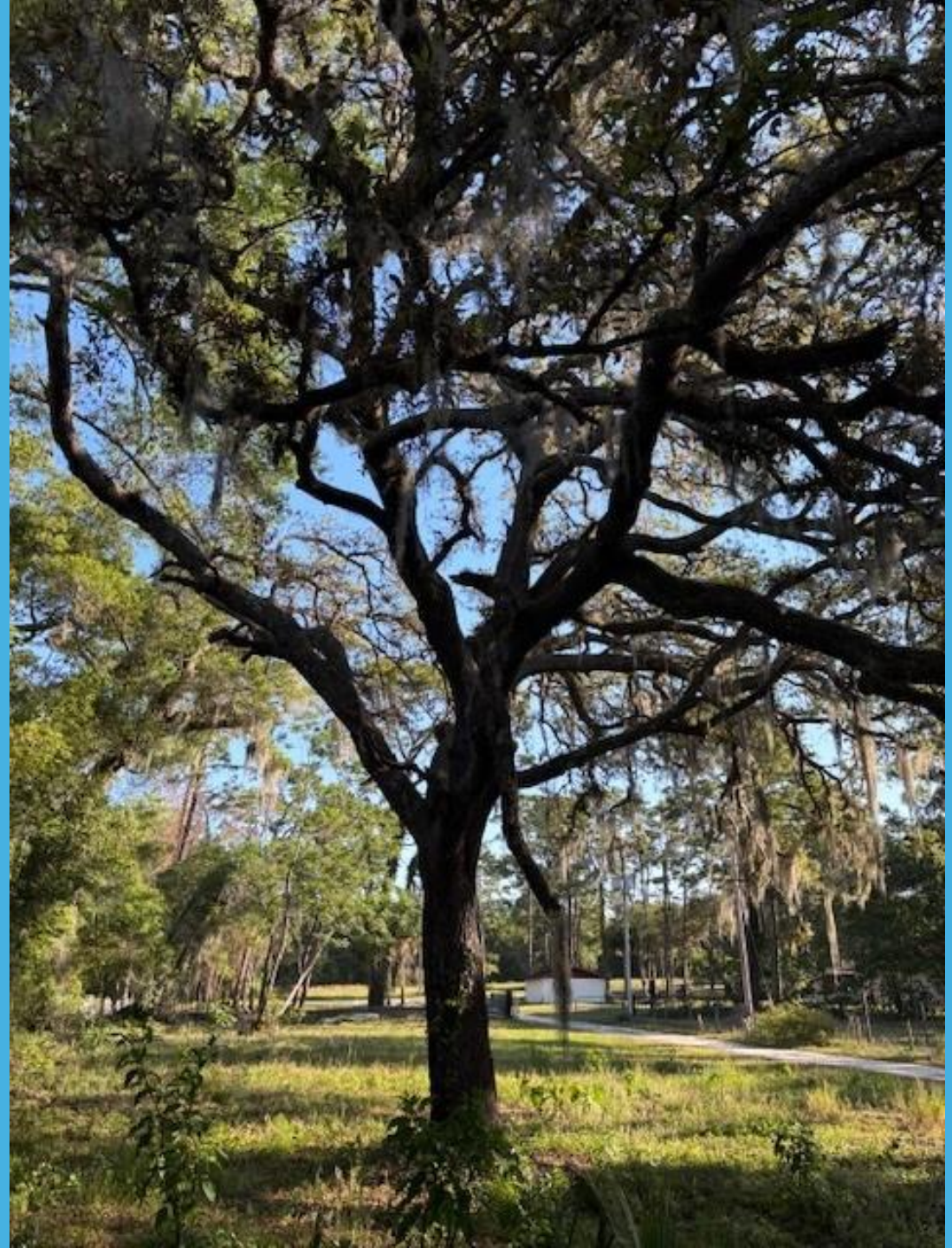
Located on the Southeastern corner of Cassadaga Rd and Martin Luther King Jr Blvd

vanutti
S Blue Lk Ave
472
Cassadaga Rd
Cassadaga Rd
400
YOURLANDO
Santuario Las Esc
Yardly Crossings
Volusia Trash Masters
Dumpster Rental
CEMEX Deland Orange
City Concrete Plant
LOS PINOS
472
AMERICA
PIONEE
CORPORA
Heath Dr
Halifax Hea th | UF
Health - Medical...
GCPETS Mobile
Grooming
N Kentucky Ave
472
Halifax Crossing Blvd

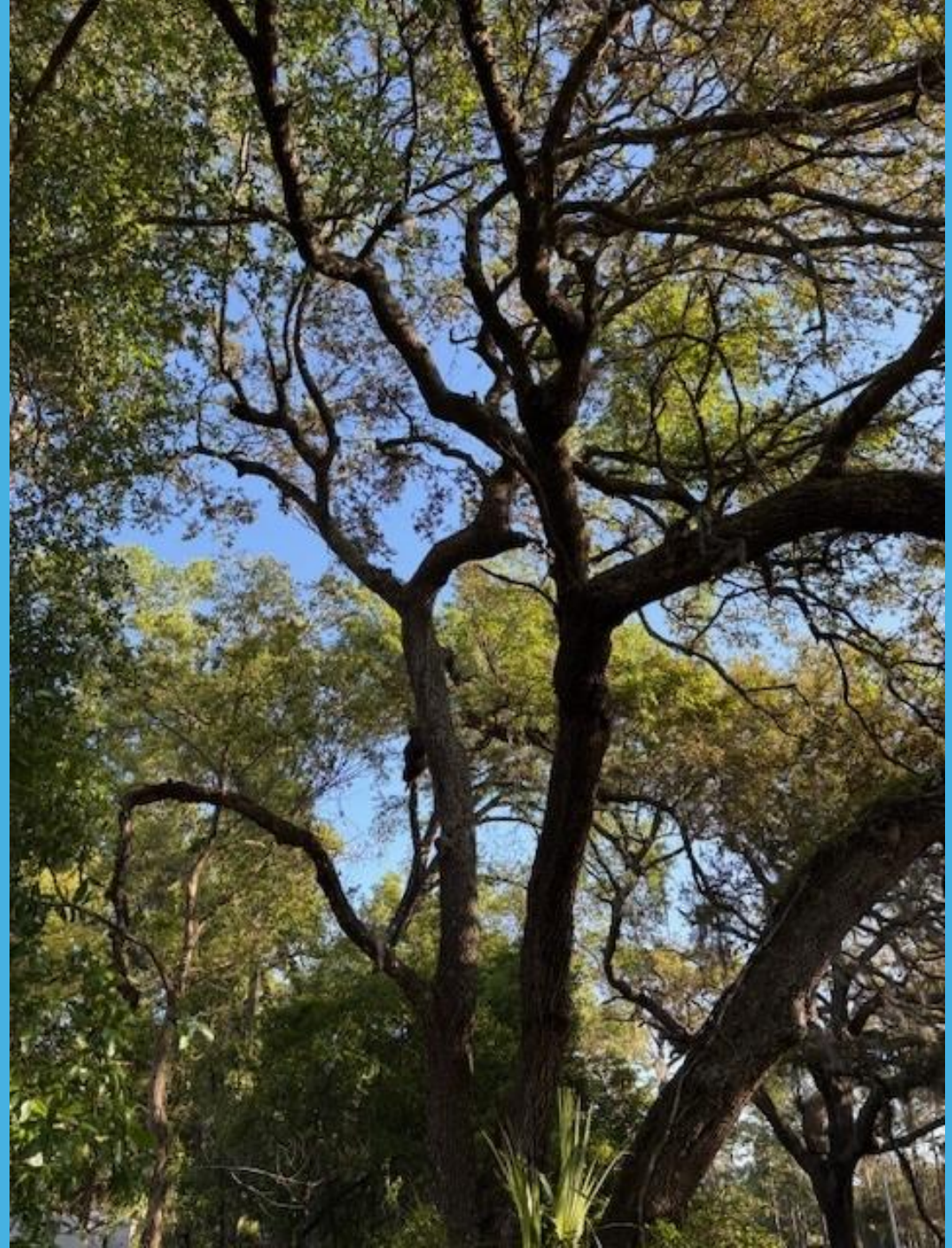
Tree 1652, 29” DBH Live Oak
Poor Condition



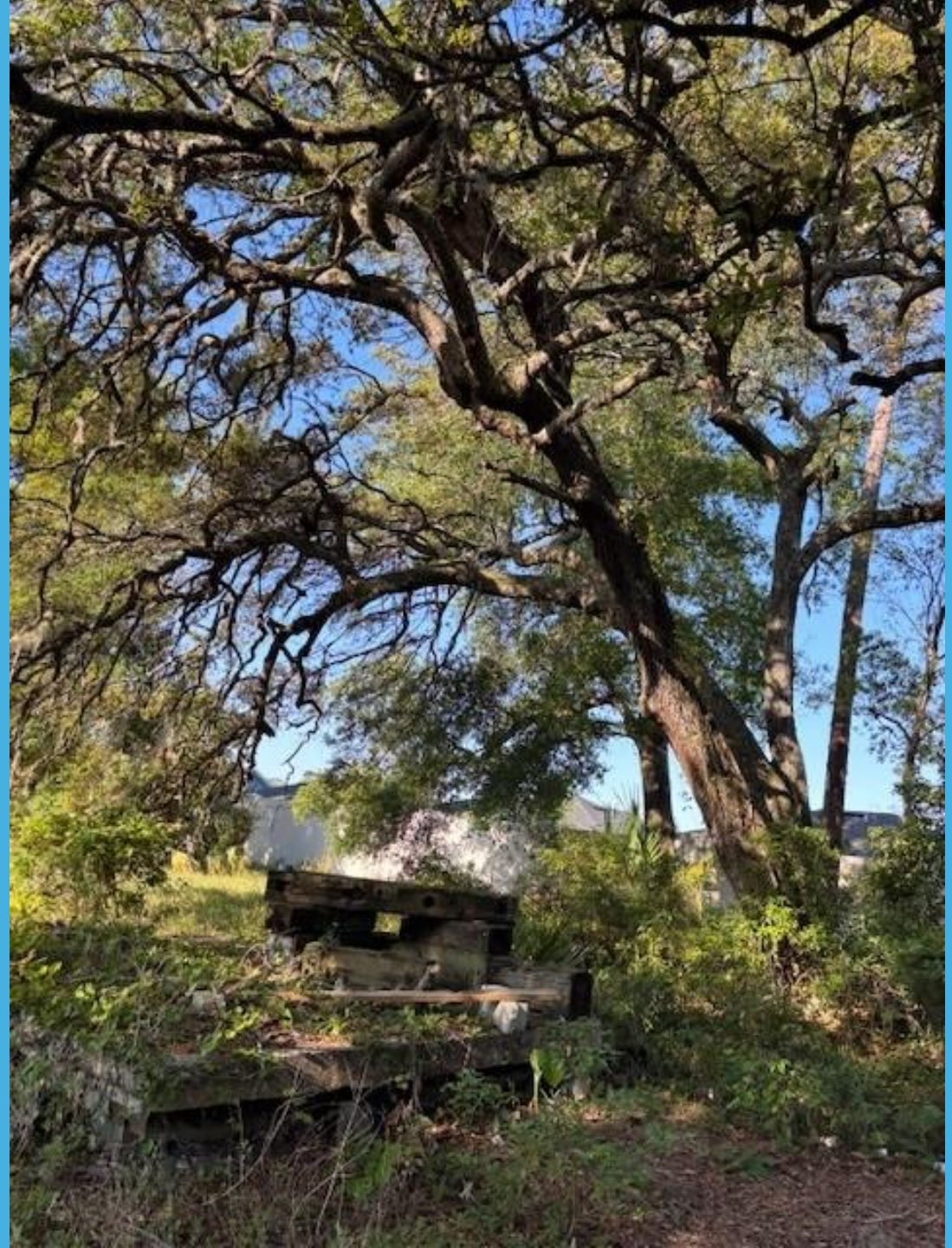
Tree 2, 32” DBH Live Oak
Fair Condition



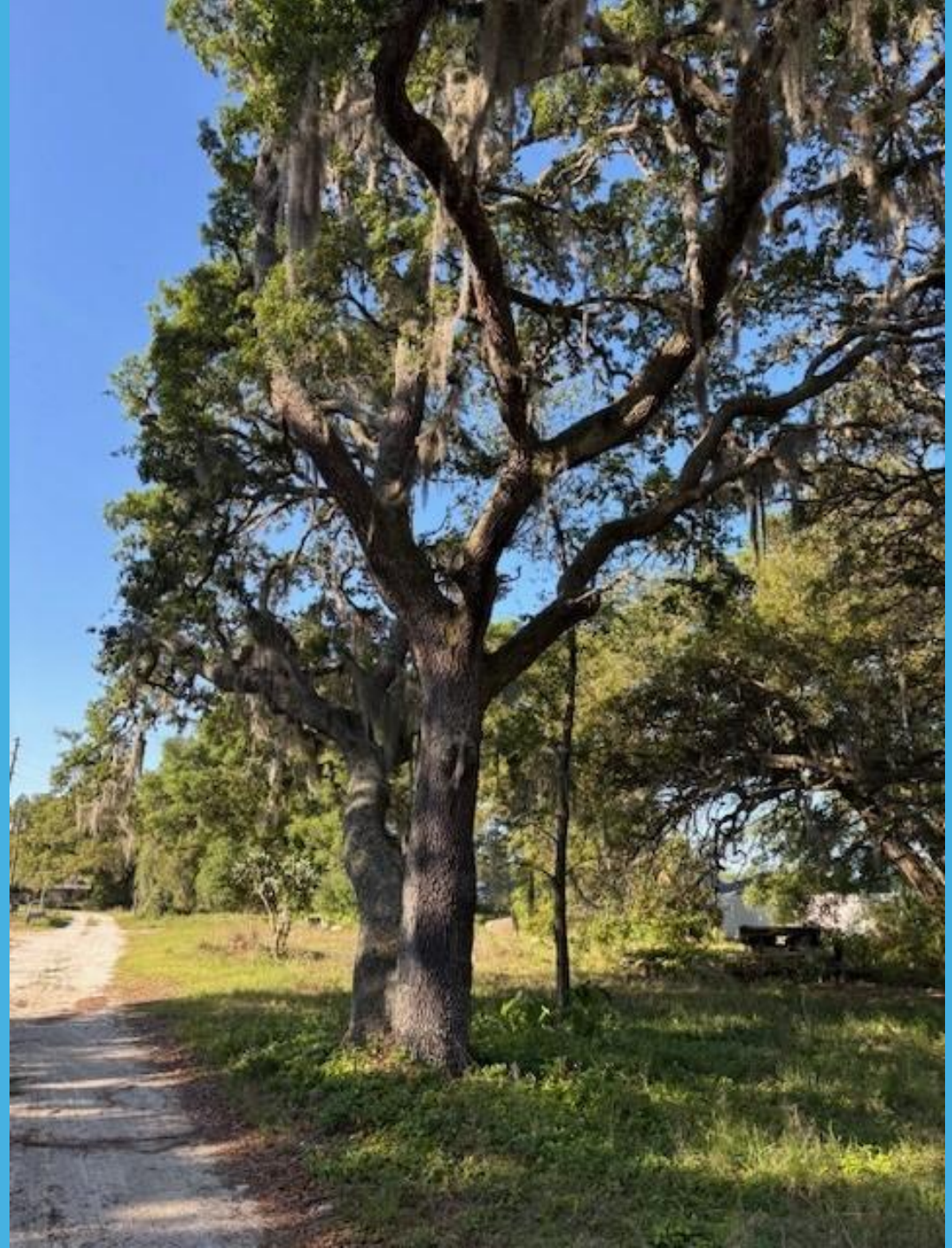
Tree 70235, 27” DBH Live Oak
Fair Condition



Tree 70236, 26” DBH Live Oak
Fair Condition



Tree 1536, 46” DBH Live Oak
Fair Condition



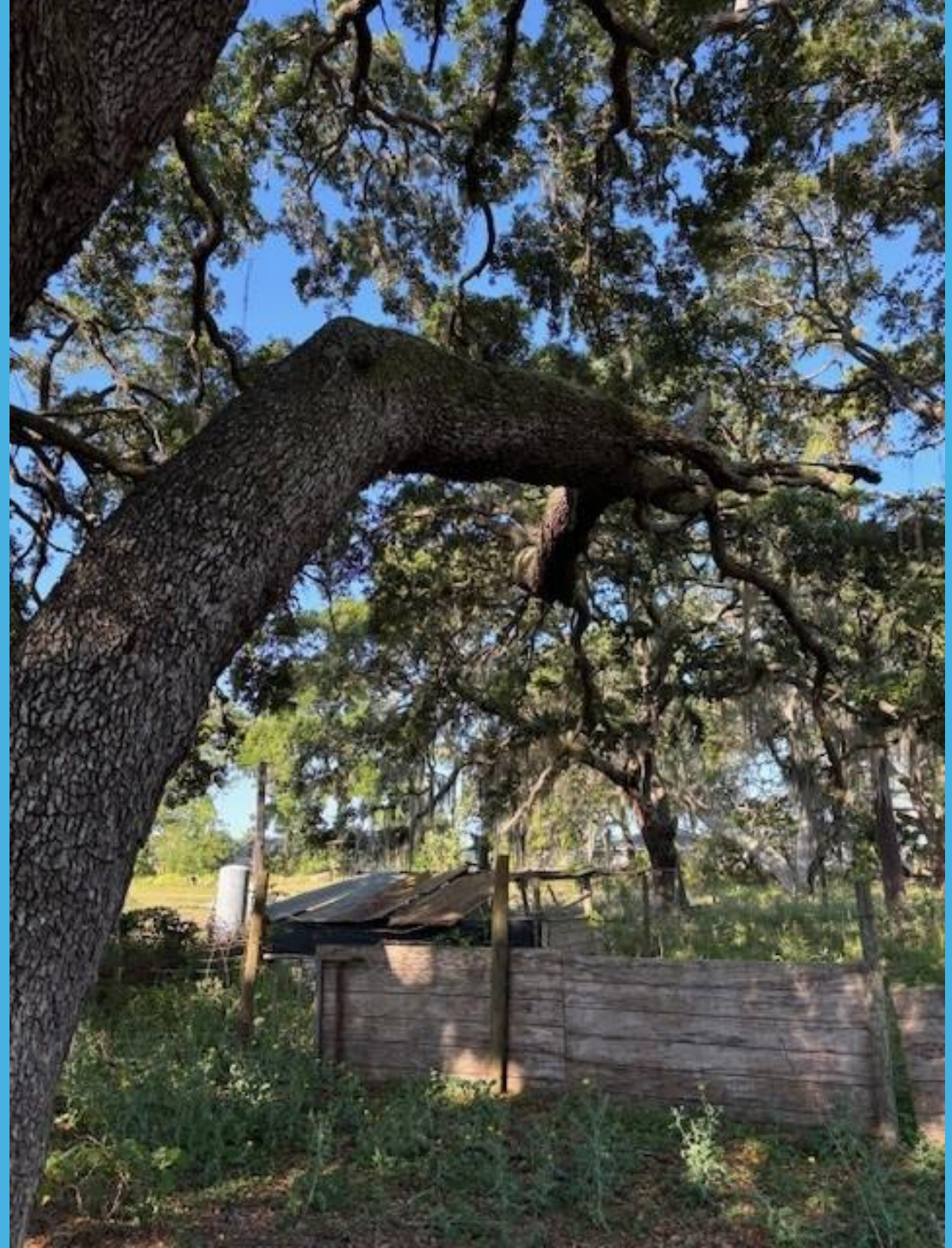
Tree 1588, 26” DBH Live Oak
Fair Condition

Tree 1589, 29” DBH Live Oak
Fair Condition

Tree 1594, 28” DBH Live Oak
Fair Condition

Tree 1595, 33” DBH Live Oak
Fair Condition

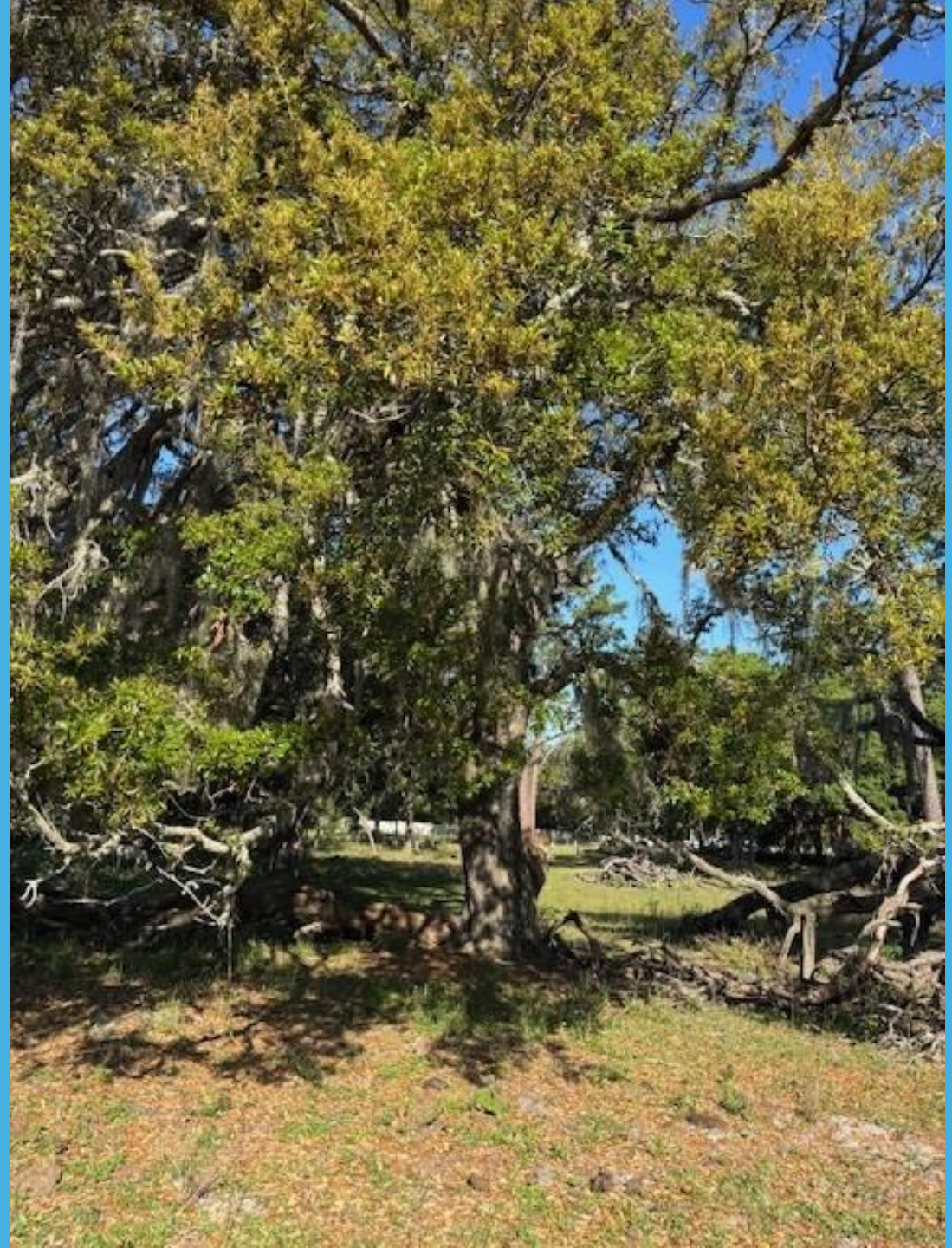
Tree 1596, 25” DBH Live Oak
Poor Condition



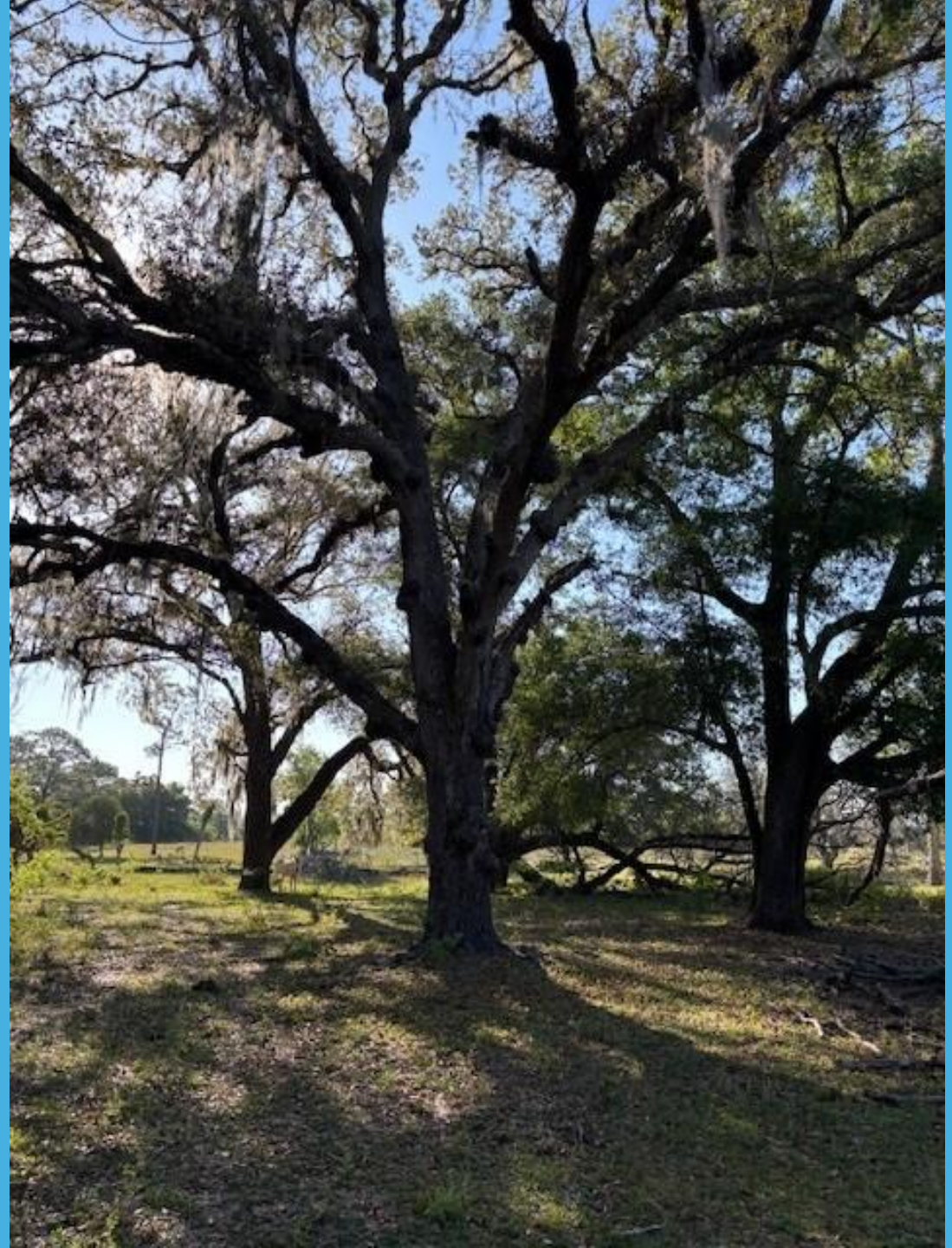
Tree 1597, 35” DBH Live Oak
Fair Condition

Tree 1598, 40” DBH Live Oak
Good Condition

Tree 70323, 44” DBH Live Oak
Poor Condition

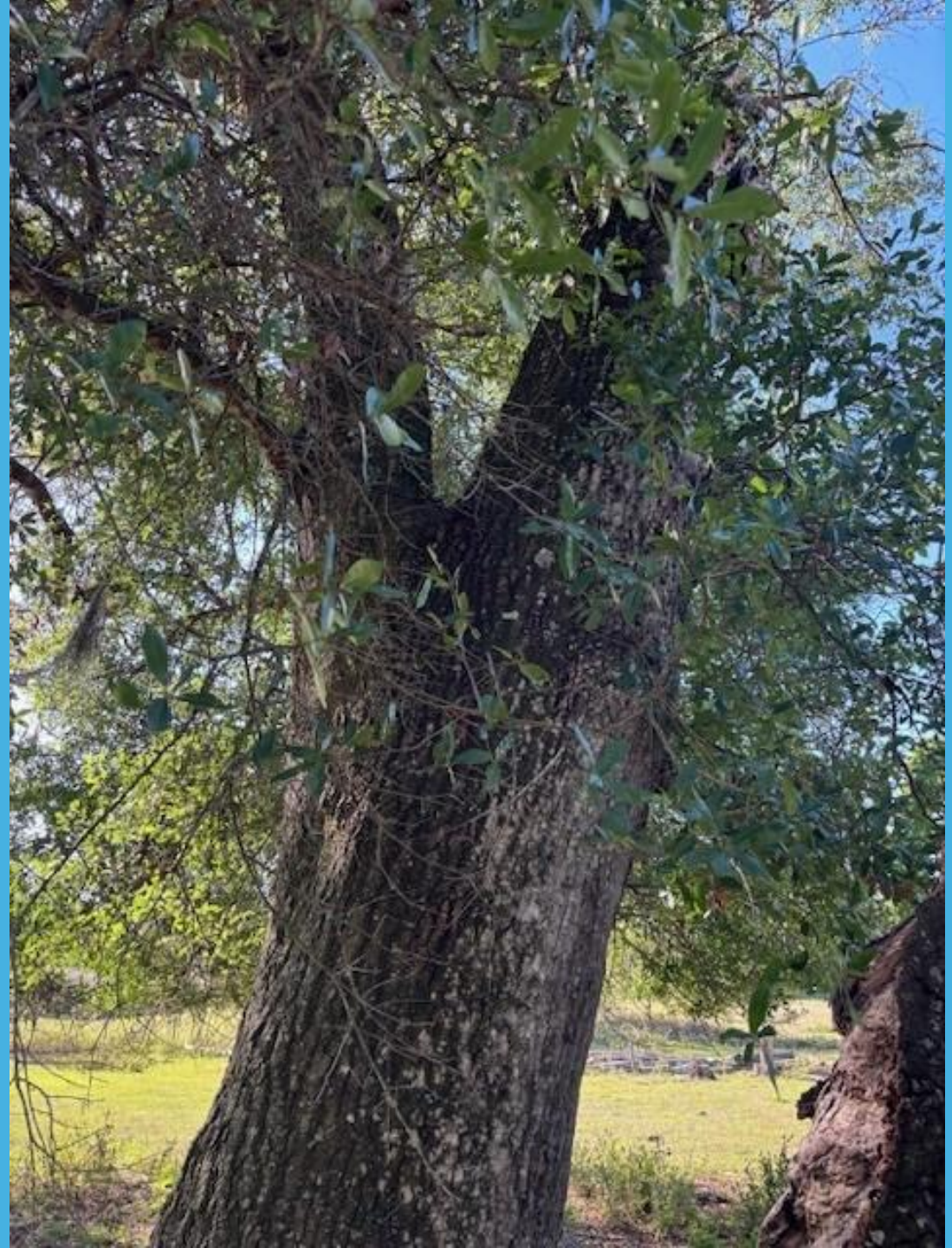


Tree 70315, 31” DBH Live Oak
Poor Condition



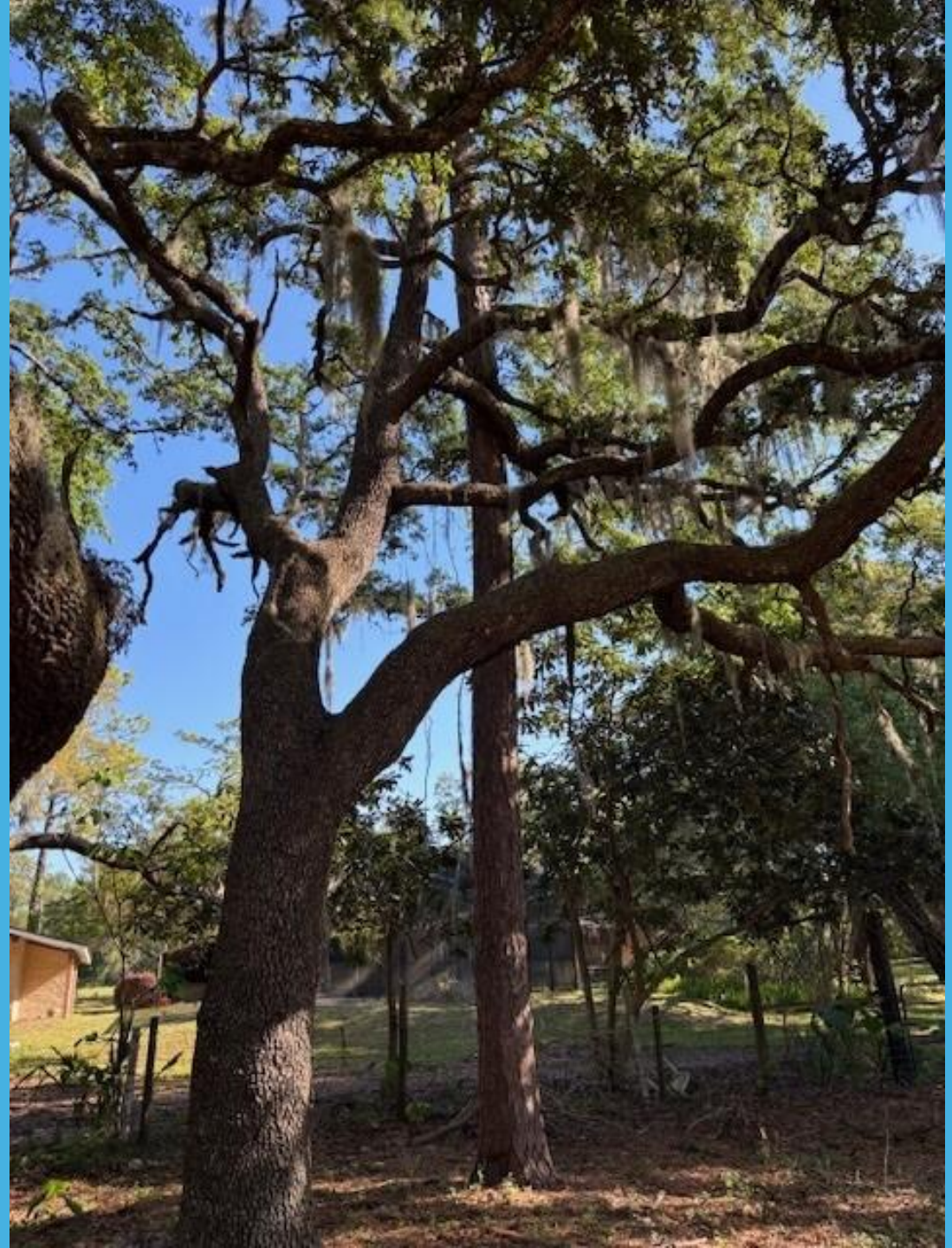
Tree 70310, 40” DBH Live Oak
Good Condition

Tree 70312, 43” DBH Laurel Oak



Tree 70309, 36” DBH Live Oak
Poor Condition

Tree 80041, 27” DBH Live Oak
Fair Condition



Tree 80016, 32” DBH Live Oak
Good Condition

Tree 80012, 45” DBH Live Oak
Good Condition

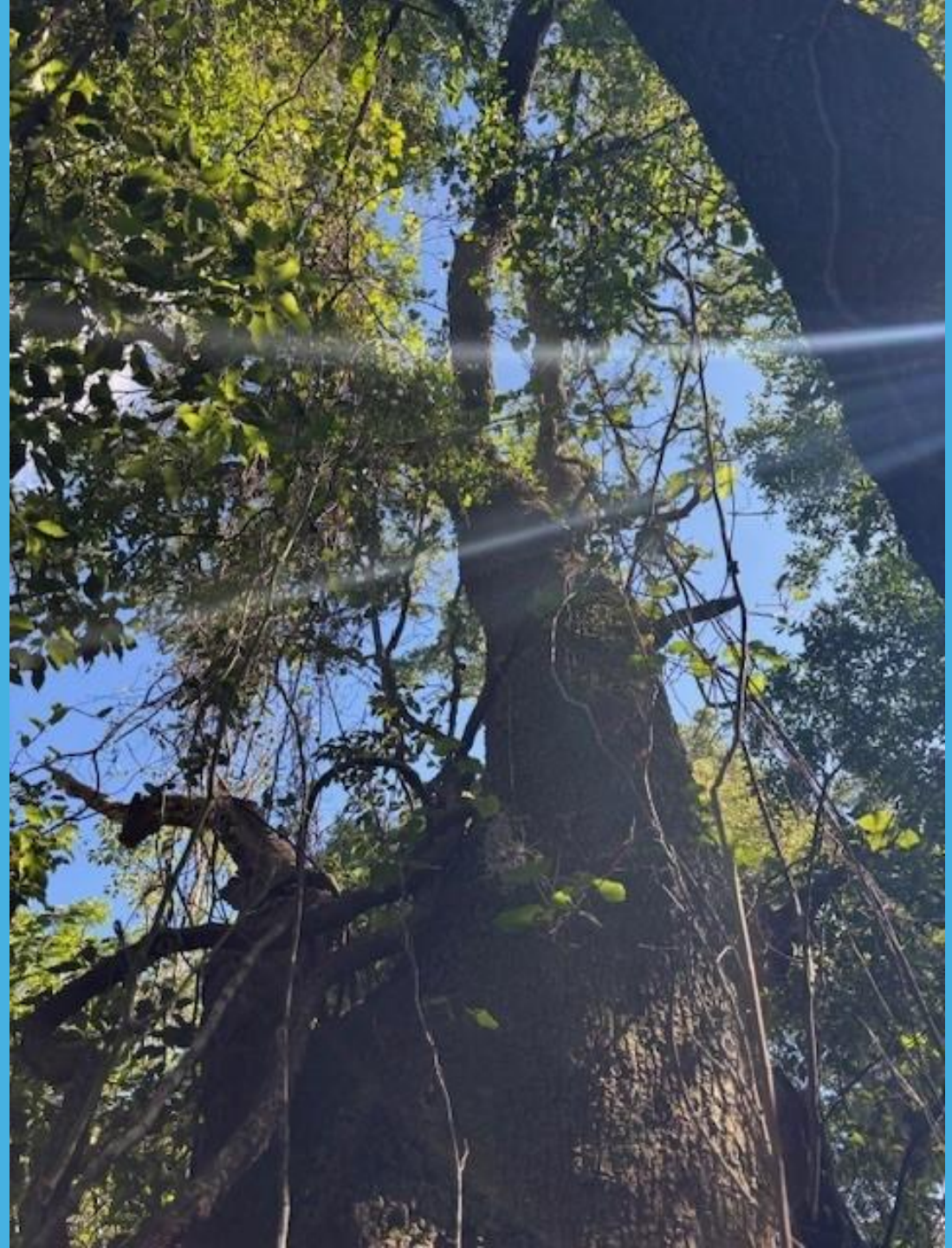
Tree 1270, 45” DBH Live Oak
Good Condition

Tree 1069, 63” DBH Live Oak
Good Condition

Tree 70365, 25” DBH Live Oak
Poor Condition

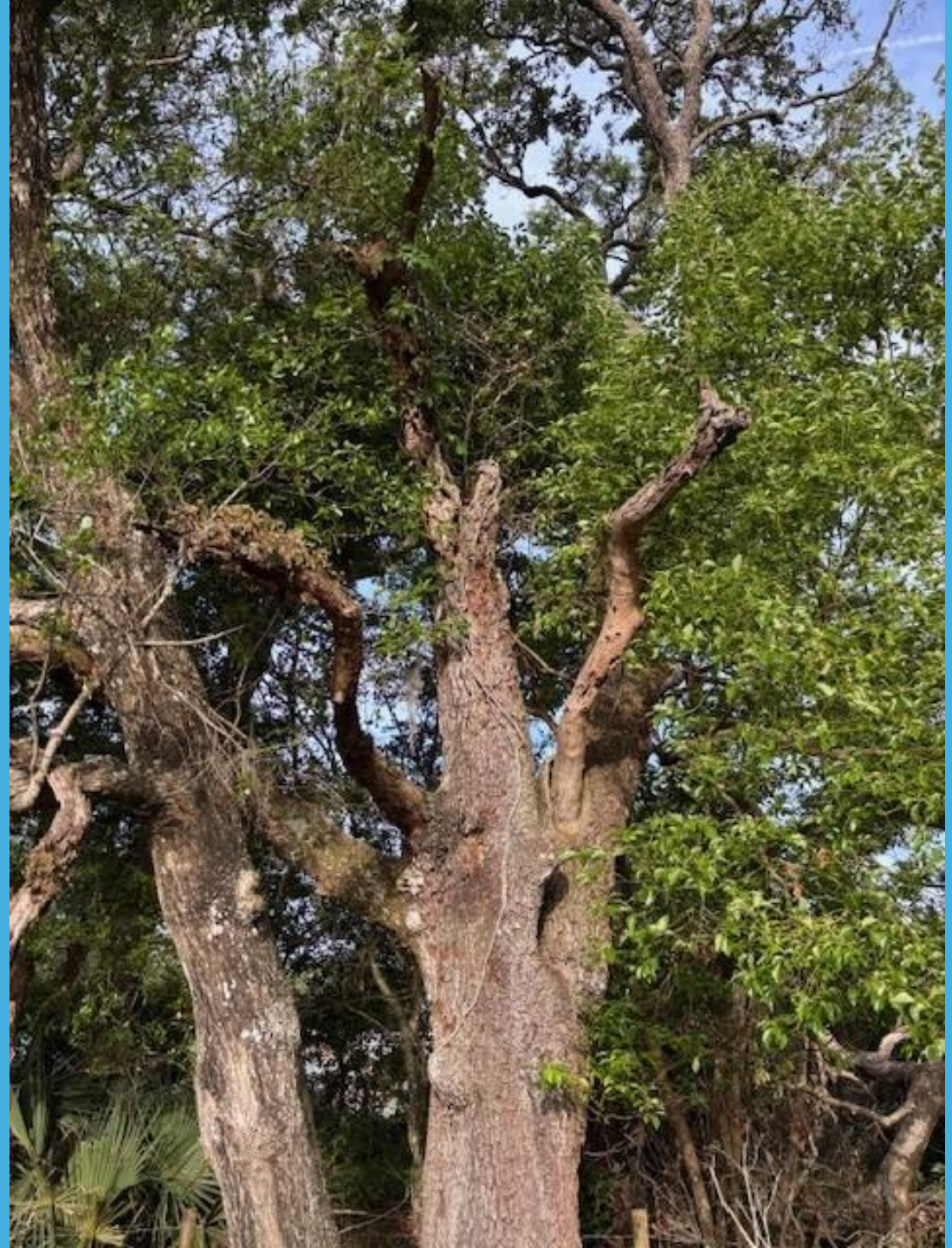
Tree 1414, 27” DBH Live Oak
Poor Condition

Tree 1415, 26” DBH Live Oak
Fair Condition



Tree 1390, 27” DBH Live Oak
Fair Condition

Tree 6659, 30” DBH Live Oak
Poor Condition



Tree 6651, 32” DBH Live Oak
Fair Condition

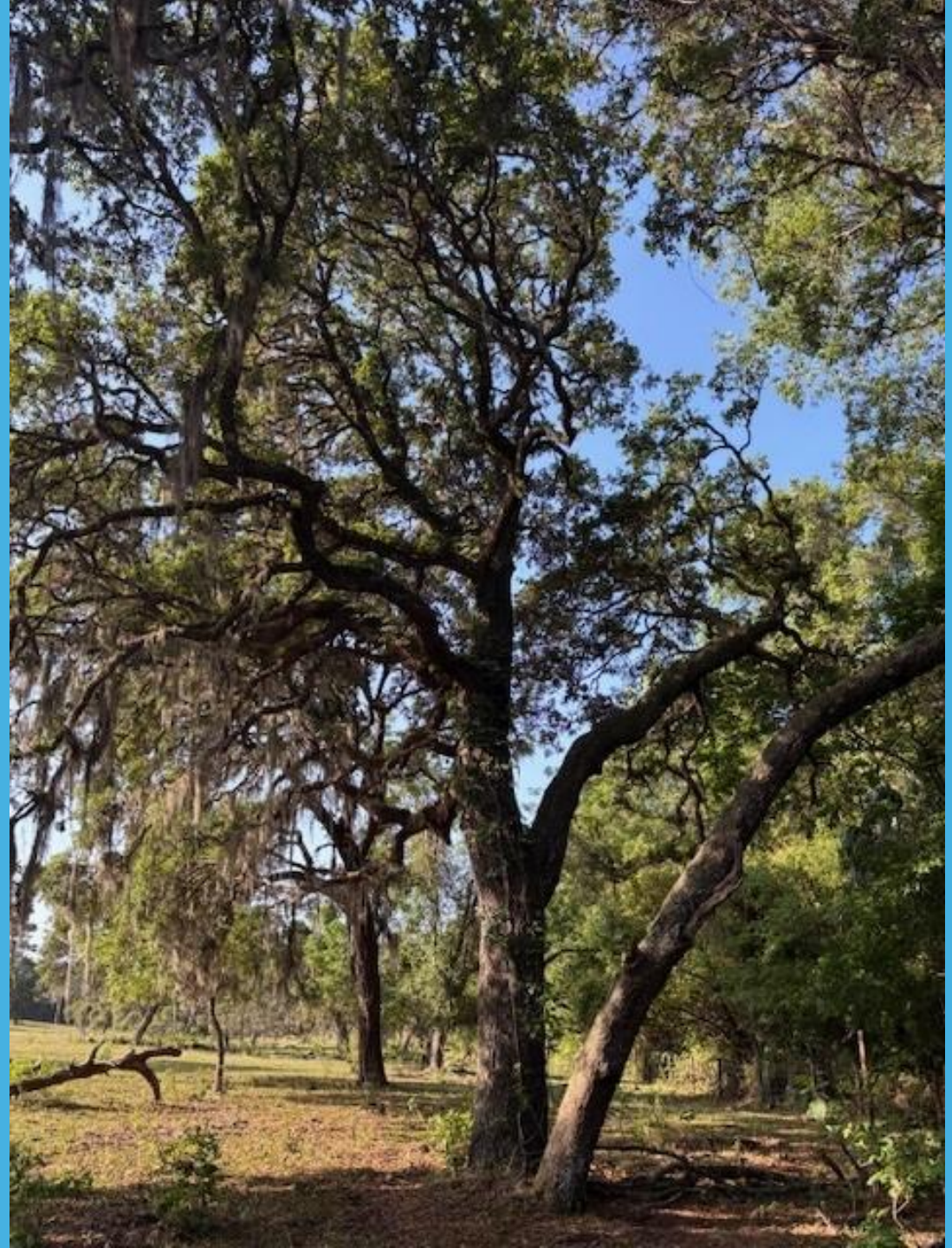
Tree 1405, 31” DBH Live Oak
Poor Condition

Tree 6652, 46” DBH Live Oak
Fair Condition

Tree 6646, 27” DBH Live Oak
Good Condition

Tree 6638, 29” DBH Live Oak
Good Condition

Tree 6637, 31” DBH Live Oak
Good Condition



Tree 6641, 28” DBH Live Oak
Good Condition

Tree 6616, 43” DBH Live Oak
Good Condition

Tree 6617, 44” DBH Live Oak
Good Condition

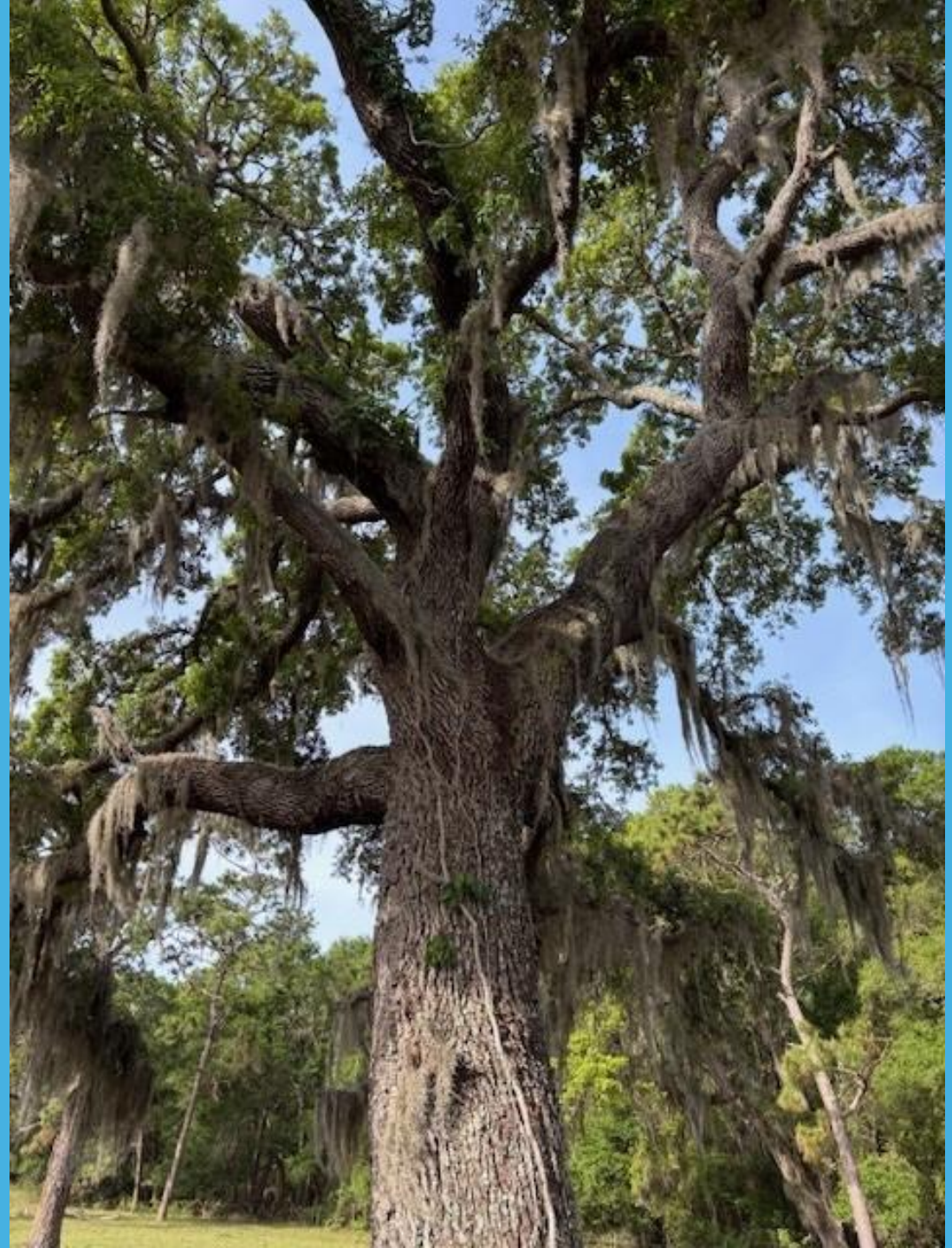
Tree 6621, 36” DBH Live Oak
Fair Condition

Tree 6620, 44” DBH Live Oak
Good Condition

Tree 6627, 35” DBH Live Oak
Good Condition

Tree 6630, 25” DBH Live Oak
Poor Condition

Tree 6631, 35” DBH Live Oak
Good Condition



Tree 6635, 35” DBH Live Oak
Fair Condition

Tree 6593, 38” DBH Live Oak
Good Condition

Tree 6624, 30” DBH Live Oak
Fair Condition

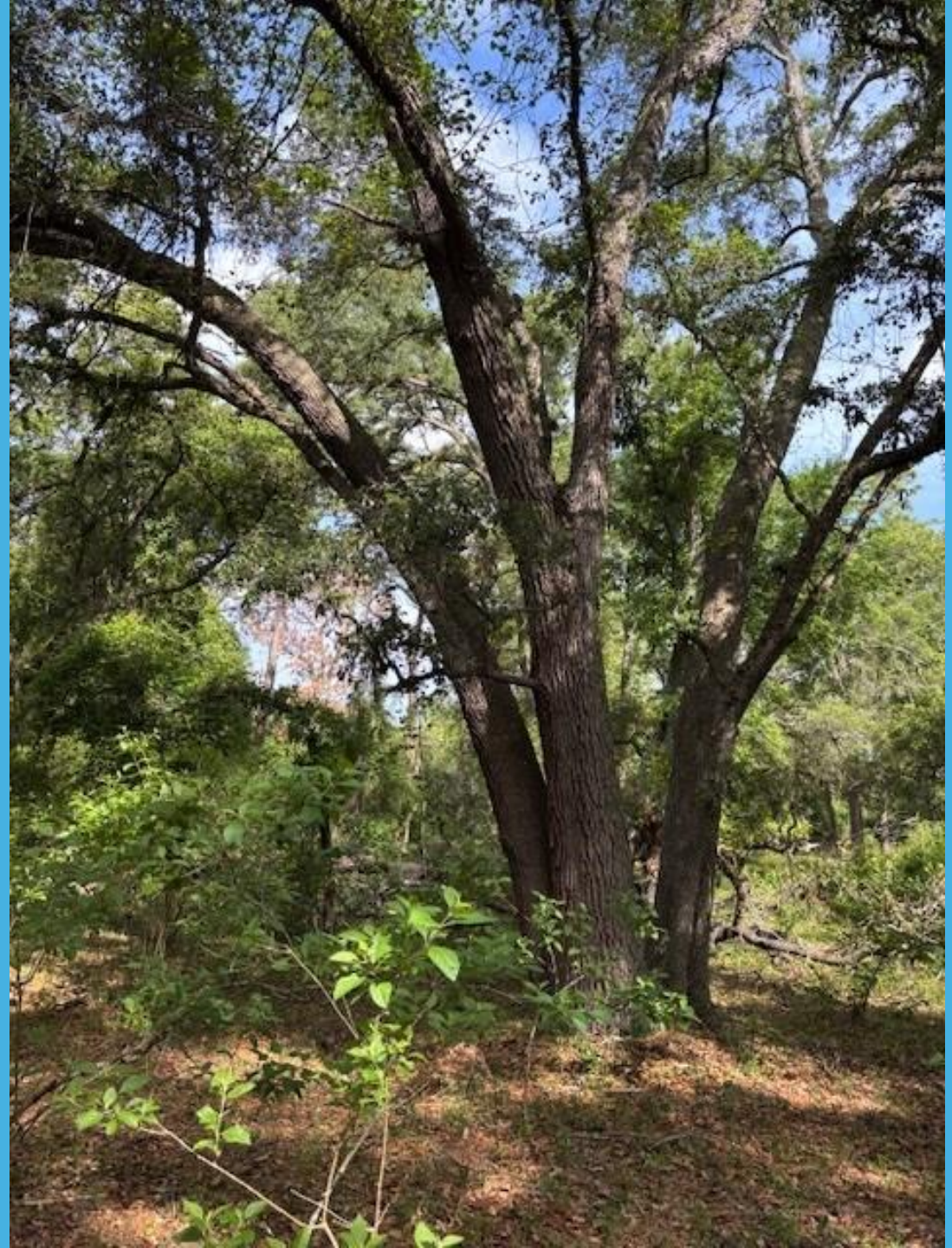
Tree 3, 43” DBH Red Cedar
Fair Condition

Tree 10095, 31” DBH Live Oak
Fair Condition

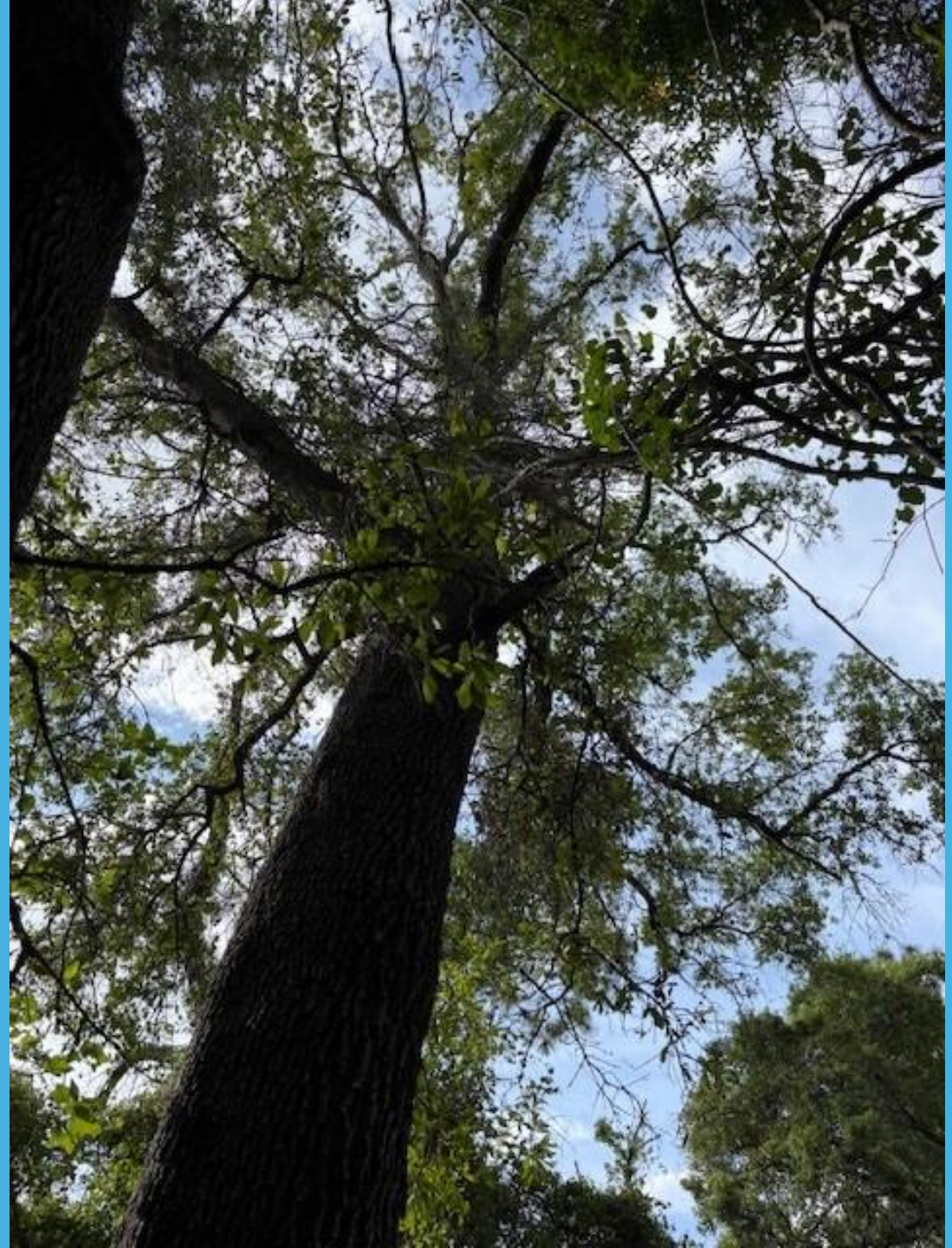
Tree 6670, 25” DBH Live Oak
Fair Condition

Tree 6410, 30” DBH Live Oak
Good Condition

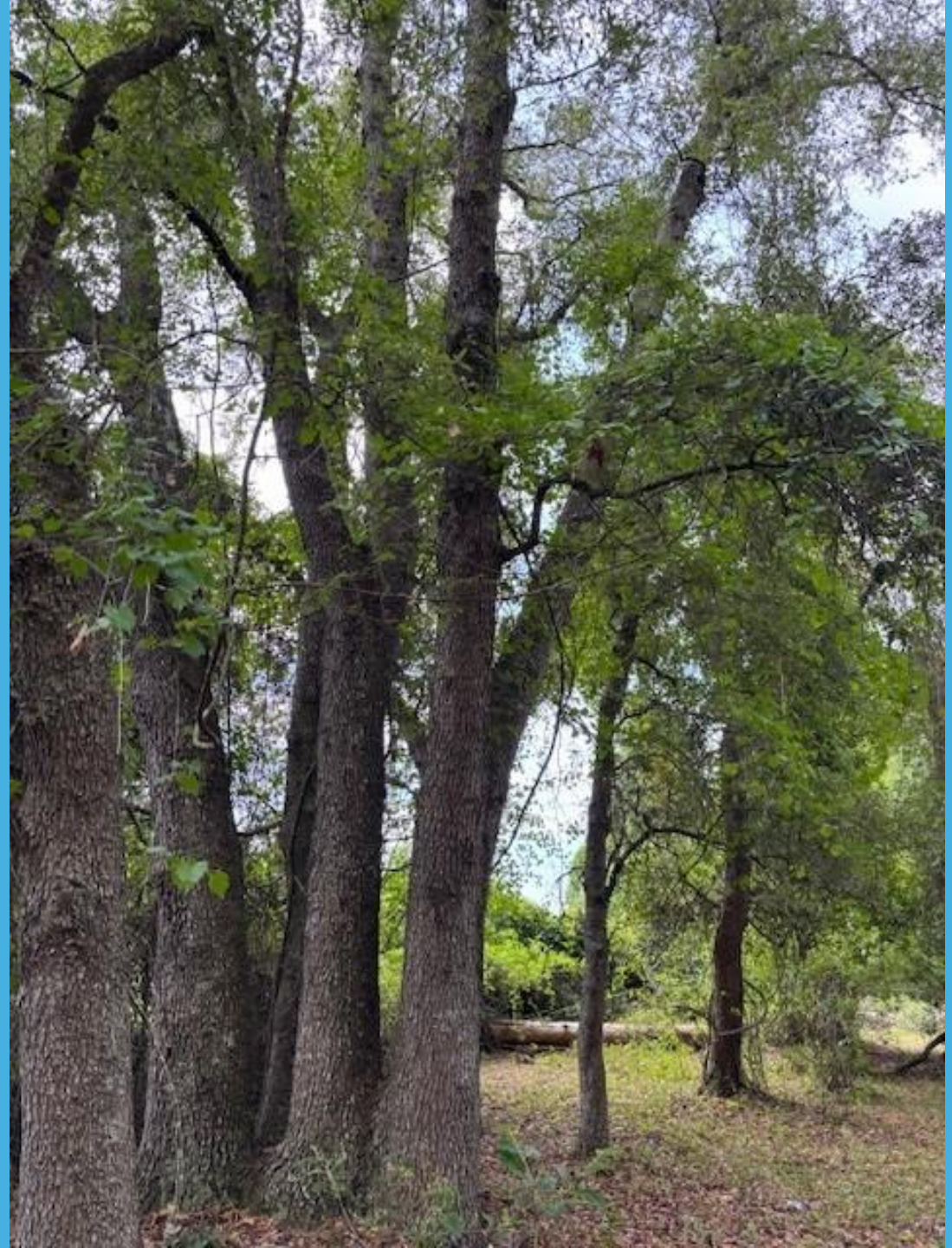
Tree 6526, 41” DBH Live Oak
Fair Condition



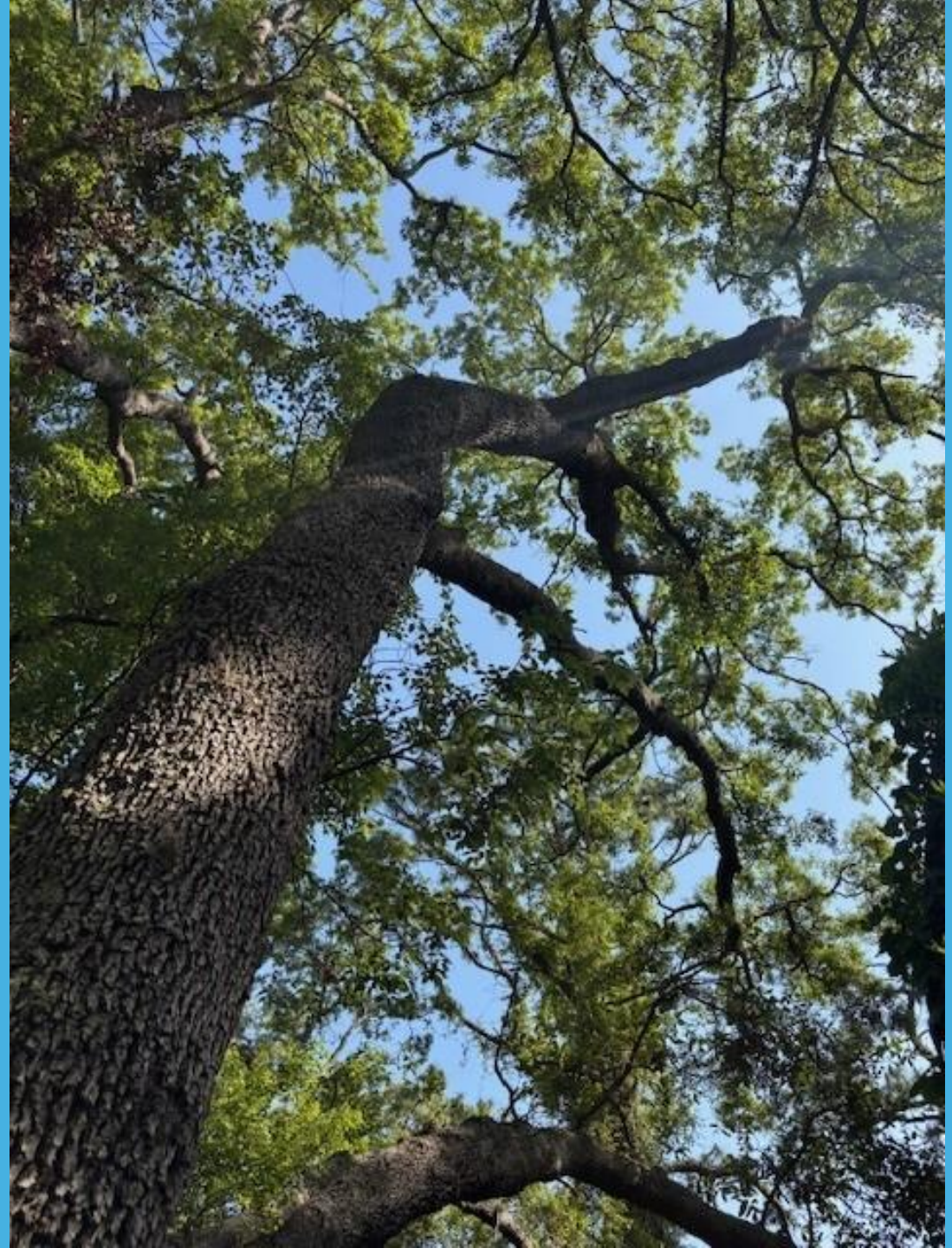
Tree 6524, 28” DBH Live Oak
Fair Condition



Tree 6517, 34” DBH Live Oak
Poor Condition

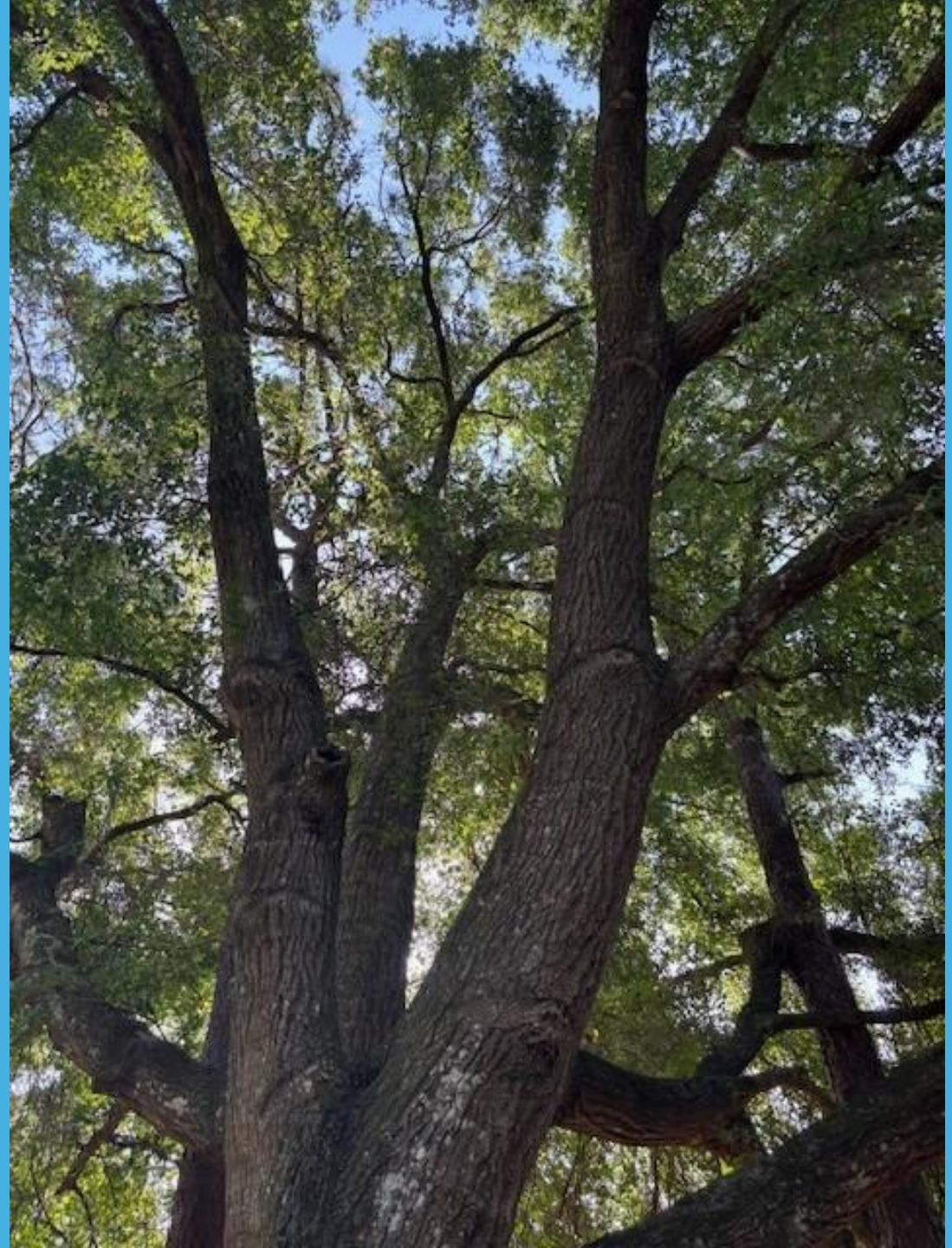


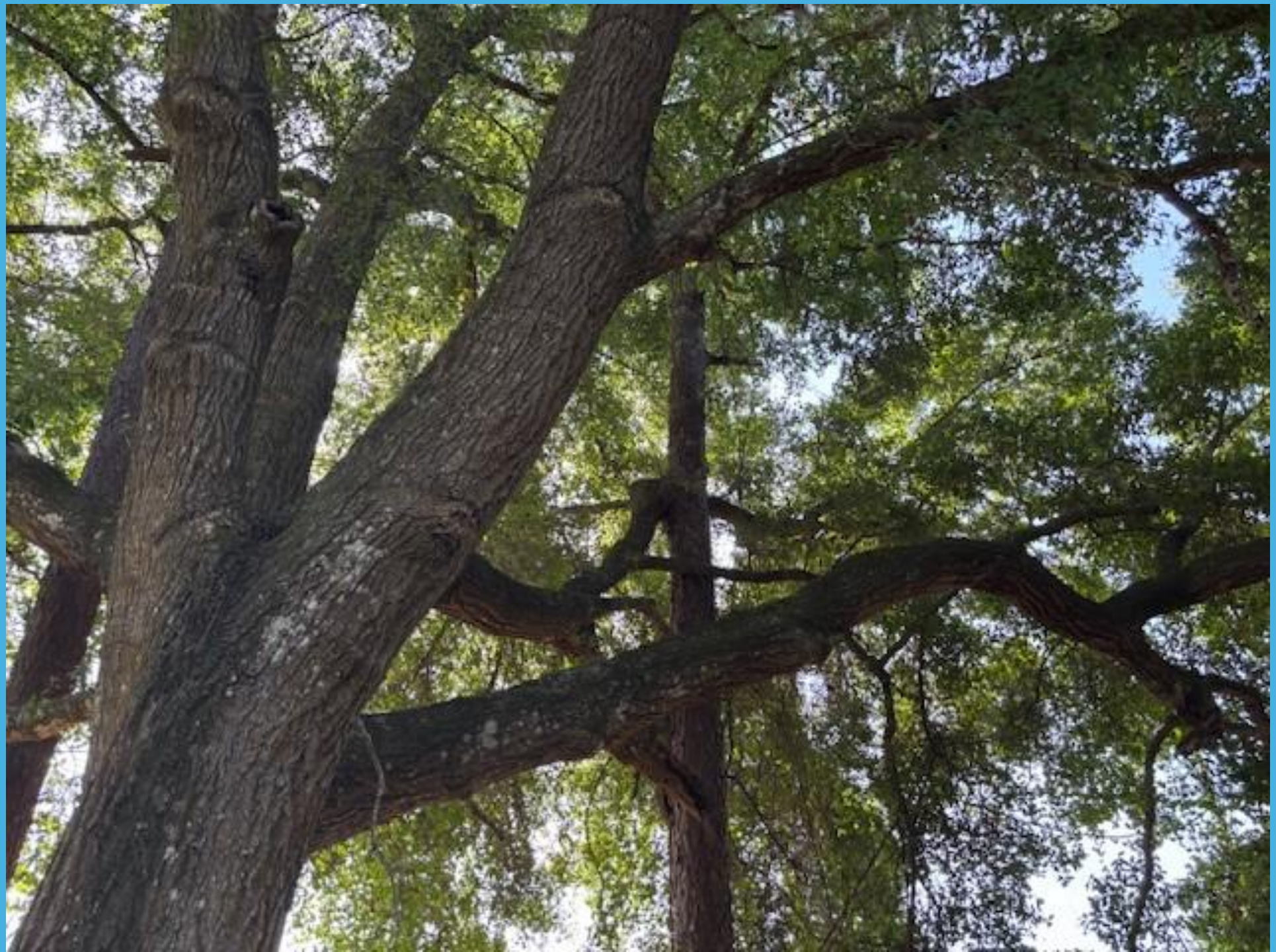
Tree 6451, 26” DBH Live Oak
Fair Condition



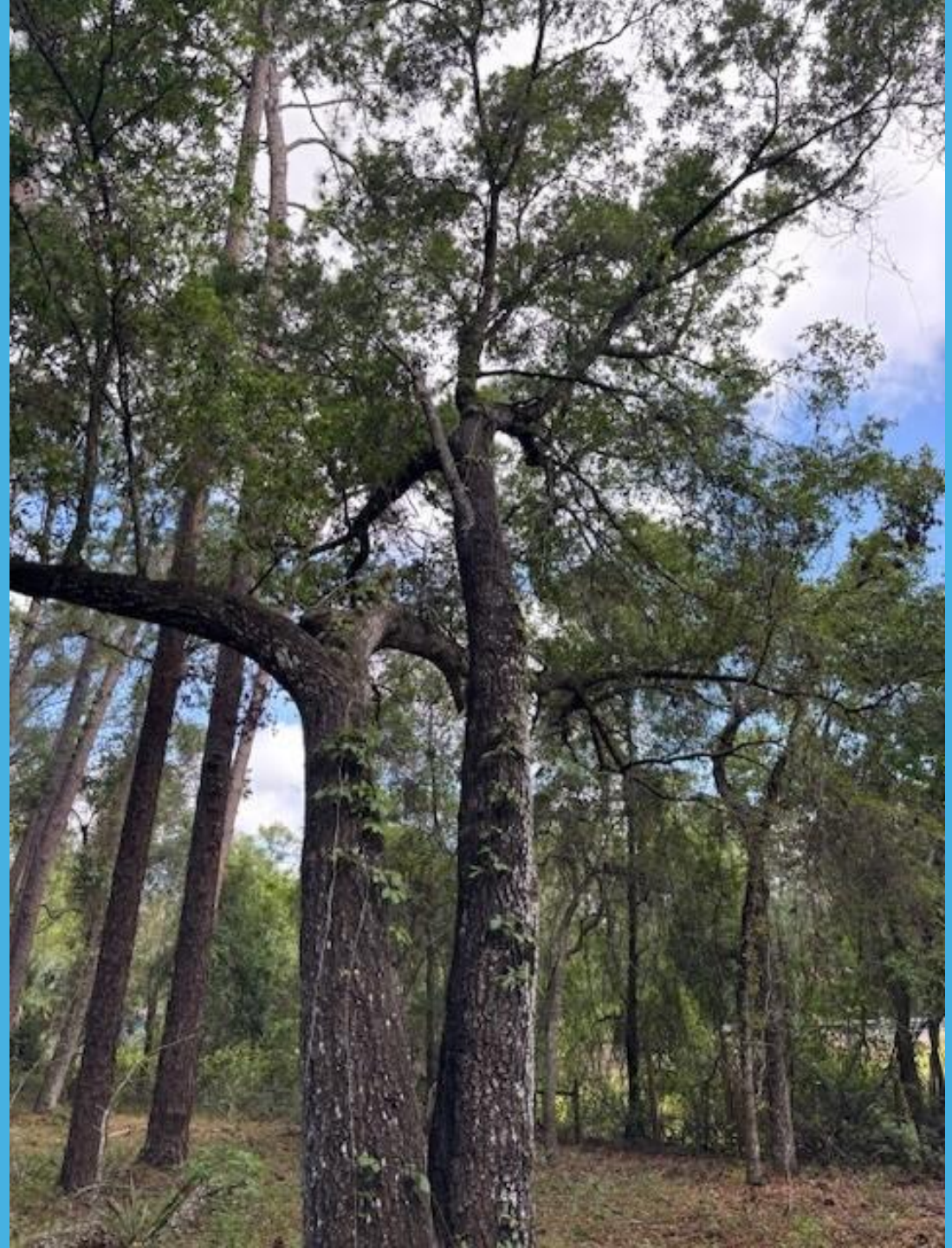
Tree 6452, 26” DBH Live Oak
Poor Condition

Tree 6433, 53” DBH Laurel Oak





Tree 6390, 33” DBH Live Oak
Poor Condition



Tree 70209, 27” DBH Live Oak
Poor Condition

Tree 70123, 28” DBH Live Oak
Poor Condition

Tree 4, 34” DBH Live Oak
Good Condition

Tree 70086, 33” DBH Live Oak
Good Condition

Tree 70101, 31” DBH Live Oak
Good Condition

Tree 70118, 43” DBH Live Oak
Poor Condition

Tree 5510, 29” DBH Live Oak
Good Condition

Tree 5502, 35” DBH Live Oak
Good Condition

Tree 20032, 26” DBH Live Oak
Good Condition

DeLand Tech Park Historic Tree Removals

Tree #	DBH & Species	Condition
Tree 1652	29” DBH Live Oak	Poor
Tree 2	32” DBH Live Oak	Fair
Tree 70235	27” DBH Live Oak	Fair
Tree 70236	26” DBH Live Oak	Fair
Tree 1536	46” DBH Live Oak	Fair
Tree 1588	26” DBH Live Oak	Fair
Tree 1589	29” DBH Live Oak	Fair
Tree 1594	28” DBH Live Oak	Fair
Tree 1595	33” DBH Live Oak	Fair
Tree 1596	25” DBH Live Oak	Fair
Tree 1597	35” DBH Live Oak	Fair
Tree 1598	40” DBH Live Oak	Fair
Tree 70323	44” DBH Live Oak	Poor
Tree 70315	31” DBH Live Oak	Poor
Tree 70310	40” DBH Live Oak	Good
Tree 70312	43” DBH Laurel Oak	N/A
Tree 70309	36” DBH Live Oak	Poor
Tree 80041	27” DBH Live Oak	Fair
Tree 80016	32” DBH Live Oak	Good
Tree80012	45” DBH Live Oak	Good
Tree 1270	45” DBH Live Oak	Good
Tree 1069	63” DBH Live Oak	Good
Tree70365	25” DBH Live Oak	Poor
Tree 1414	27” DBH Live Oak	Poor
Tree 1390	27” DBH Live Oak	Fair

DeLand Tech Park Historic Tree Removals

Tree #	DBH & Species	Condition
Tree 6659	30” DBH Live Oak	Poor
Tree 6651	32” DBH Live Oak	Fair
Tree 1405	31” DBH Live Oak	Poor
Tree 6652	46” DBH Live Oak	Fair
Tree 6646	27” DBH Live Oak	Good
Tree 6638	29” DBH Live Oak	Good
Tree 6637	31” DBH Live Oak	Good
Tree 6641	28” DBH Live Oak	Good
Tree 6617	44” DBH Live Oak	Good
Tree 6621	36” DBH Live Oak	Fair
Tree 6620	44” DBH Live Oak	Good
Tree 6627	35” DBH Live Oak	Good
Tree 6630	25” DBH Live Oak	Poor
Tree 6631	35” DBH Live Oak	Good
Tree 6635	35” DBH Live Oak	Fair
Tree 6624	30” DBH Live Oak	Fair
Tree 3	43” DBH Red Cedar	Fair
Tree 10095	31” DBH Live Oak	Fair
Tree 6670	25” DBH Live Oak	Fair
Tree 6410	30” DBH Live Oak	Good
Tree 6526	41” DBH Live Oak	Fair
Tree 6524	28” DBH Live Oak	Fair
Tree 6517	34” DBH Live Oak	Poor
Tree 6451	26” DBH Live Oak	Fair
Tree 6452	26” DBH Live Oak	Poor

DeLand Tech Park Historic Tree Removals

Tree 6433	53” DBH Laurel Oak	N/A
Tree 6390	33” DBH Live Oak	Poor
Tree 70123	28” DBH Live Oak	Poor
Tree 4	34” DBH Live Oak	Good
Tree 70086	33” DBH Live Oak	Good
Tree 70101	31” DBH Live Oak	Good
Tree 70118	43” DBH Live Oak	Poor
Tree 5510	29” DBH Live Oak	Good
Tree 5502	35” DBH Live Oak	Good
Tree 2003	26” DBH Live Oak	Good
Tree 1415	26” DBH Live Oak	Fair
Tree 6616	43” DBH Live Oak	Good
Tree 20032	26” DBH Live Oak	Good
Tree 6593	38” DBH Live Oak	Good

CITY OF DELAND
Request for Commission Action
June 16, 2025

SUBJECT: Resolution Approving the Removal of One Historic Tree Located at 800 West Rich Avenue.

DEPARTMENT: Public Works

PREPARED BY: Mariellen Calabro

ATTACHMENTS: Resolution, Inpspectors PowerPoint Including Location, Tree Advisory Committe Meeting Minutes

APPROVED BY: Michael Grebosz, Asst. City Manager, June 11, 2025

SUMMARY/HIGHLIGHT:

The City of DeLand plans to remove one historic tree located at 800 W Rich Avenue. The Land Development Regulations require that, before the removal of any historic trees should occur, it must be approved by the City Commission. Section 33-57.05(d) states that there must be a finding that the tree is a hazard (due to health or natural damage) or that it is not economically or practically feasible to develop the parcel without removing the tree.

The City Forester has determined that the tree proposed for removal is a 35" DBH historic Live Oak in poor condition. The City is requesting the removal because the tree is a hazard due to its poor health.

At their May 13, 2025 meeting, the Tree Advisory Committee recommended APPROVAL of the removal of the 35" DBH Live Oak tree because the City Forester had demonstrated that the tree is in poor health and its deteriorated condition presents a hazard.

The Tree Advisory Committee recommended DBH replacement at the discretion of the City and City Forester for the historic tree approved for removal. The City Forester has determined that replacement of one six inch caliper canopy tree, to be planted on any reasonably available City owned property, is appropriate.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

This tree removal and required replacement support the Strategic Plan Focus Areas of Maintaining a Safe Community and Preparing for the Future/Sustainability.

SUSTAINABILITY:

The required replacement for this tree removal will help maintain the City's urban canopy coverage.

FISCAL IMPACT:

Fiscal impacts will result from tree disposal and tree replacement costs.

RECOMMENDATION:

At their May 13, 2025 meeting, the Tree Advisory Committee recommended APPROVAL of the removal of one 35" DBH Live Oak tree located at 800 W Rich Avenue due to the City Forester having demonstrated that that the tree is in poor health and its deteriorated condition presents a hazard. The Tree Advisory Committee

recommended DBH replacement at the discretion of the City and City Forester.

Staff recommends that the City Commission APPROVE the removal of the 35” DBH historic tree with replacement of one 6" canopy tree planted on any City owned property.

BACKGROUND/DISCUSSION:

Attached is a copy of the Arborist Inspector's PowerPoint with Location Map. The Minutes from the May 13, 2025 Tree Advisory Committee meeting are also attached.

RESOLUTION NO. 2025 –

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, APPROVING THE REMOVAL OF ONE HISTORIC TREE LOCATED AT 800 WEST RICH AVENUE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The applicant, City of DeLand, is requesting permission to remove one historic tree located at 800 W. Rich Avenue; and

WHEREAS, the City's Forester has determined that the 35" DBH tree is historic and is in poor condition; and

WHEREAS, on May 13, 2025, the Tree Advisory Committee recommended approval to remove the historic tree due to the City Forester determining that the poor condition of the tree poses a hazard and recommended that replacement for the historic tree will be at the discretion of City Forester; and

WHEREAS, the City Forester has determined that appropriate replacement would be one six-inch (6") canopy tree from the list of approved species to be planted on any reasonably available City owned property.

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

Section 1. The City Commission hereby approves the removal of one historic tree located at 800 West Rich Avenue with replacement requirement of one six-inch (6") canopy tree from the list of approved species to be planted on any reasonably available City owned property.

Section 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 16th day of June, 2025.

_____
Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

_____
Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind, City Attorney

800 W Rich Ave

Parcel #700845130100

Tree25-017

Located on the Southwest corner of N High St and W Rich Ave

35” DBH Live Oak
Poor Condition

Tree Advisory Committee Minutes

May 13, 2025

Call to Order: Steve Edgar called the meeting to order at 5:20 PM.

Roll Call: **Members:** Howard Jeffries, Steve Edgar, Tadd Kasbeer, Daniel Keller, and Suze Peace
Non-Members in attendance: Harry Delashmutt, Mark Watts, and Mack McNaught
City Staff: Corrigan Loduha, Chris Jackson, and Mariellen Calabro

Old Business:

Tree Giveaway – Chris Jackson told the members present that on Saturday, April 12, the city gave away 850 out of 1,000 trees. Remaining trees will be distributed at the Public Works First Annual Touch-a-Truck event on Friday, May 23rd.

New Business:

City Forester Needed – Mariellen Calabro announced to members that Kit Dennis' last day as City Forester had been Friday, April 18th, and the city is currently accepting applications for the position. Should any members know of someone that may be a good candidate, they may direct them to the employment section of the city's website.

DeLand Tech Park Historic Tree Removals – Chris Jackson introduced Mark Watts and his client, Mack McNaught. Mack McNaught was attending the meeting representing his development company, Longleaf Four LLC, which is in the initial stages of constructing DeLand Technical Park. The proposed industrial park is located on 143 acres north of the SR 472 interchange. They are planning to remove 62 historic trees to make room for a combination of warehouse and commercial space. For mitigation, the applicant has proposed providing a ten-acre piece of property north of the proposed Technical Park. He presented a list of native trees and shrubs to be planted in the proposed Tree Bank. Species to be planted included Sweetbay, Cherry Laurel, Chickasaw Plum, Persimmon, Myrtle-Leaf Dahoon, Fringe Tree, Southern Red Cedar, Marlberry, and Longleaf Pine. He also provided maps of the proposed development. They have also expanded the buffer on the north to 200' to save a 76" DBH historic tree.

Mariellen Calabro indicated that City Code does not allow saving trees that are already protected to mitigate for trees proposed for removal. The Code minimum for replacement of historic trees is 100 percent DBH, with a minimum size for replacement trees of 6" caliper meeting Grade 1 requirements. The total inches of historic trees proposed for removal would be 1,974" DBH. In recognition to the preservation of the ten-acre parcel and increased buffer provided, she indicated that staff would support a recommendation of planting one 6" caliper tree for each historic tree removed, and the remaining inches could be mitigated by the conservation of the ten-acre parcel with additional tree planting in the vacant portion. Mack McNaught speculated that there will likely not be enough space within the development for planting 62 trees of that sized caliper.

The PD for the project requires planting 2,800 inches as mitigation for non-historic tree replacement. Historic tree replacement is separate from the 2,800-inch requirement. The applicant indicated that some of the historic tree replacement inches could be planted on the ten-acre parcel. Steve Edgar voiced some reservation regarding offsite replanting, suggesting that an adequate attempt should be made to plant as many larger caliper trees onsite as possible. He stressed the importance of improving the visual impact that the project will have to the public, specifically within a community that has seen a large volume of construction and grown wary of new development. He further suggested a viable and commercially available planting system that enables larger caliper plantings by supporting and training the roots. This system is known as Root Plus Growers.

Tadd Kasbeer suggested that the perimeter easements should be the greater focus in terms of landscaping standards, those being the corridors where the development will have the most visibility to the public. He proposed concentrating the larger species to corridor enhancement, and placing some of the smaller and more diverse plantings in the pasture and conservation areas on the northern end of the development. Mack McNaught expressed interest in both suggestions and asked for additional information on the large caliper planting system Steve Edgar described. Mariellen indicated that staff would support planting some of the 2,800 inches required for non-historic tree replacement on the adjacent property to allow for more historic tree replacement planting to occur on the 143-acre project site.

Tadd Kasbeer made a motion to recommend the approval to remove the 62 historic trees on the condition that the 62 six-inch caliper replacement trees would be planted in accordance to the mitigation plan approved by city staff. Dani Keller seconded the motion, all members present agreed, and the motion carried.

800 W Rich – The City of DeLand plans to remove a 35-inch DBH live oak due to its poor condition. Members reviewed photos of the tree and agreed that the tree should be removed due to its deteriorated condition. Tadd Kasbeer made a motion to remove the tree due to its poor condition. Suze Peace seconded the motion, all members present were in favor, and the motion carried.

TAC Reappointments – Mariellen Calabro said appointments for three vacant seats are expected occur on 5/19. She reminded members to plan to attend the City Commission meeting if their seat is one that is up for appointment and they wished to keep it.

Comments from Members: There were no comments from members.

Adjourn: Dani made a motion to adjourn, and Suze Peace seconded the motion. The meeting adjourned at 6:40 PM.

Next Meeting: June 10, 2025 @ 5:15 PM

CITY OF DELAND
Request for Commission Action
June 16, 2025

SUBJECT: Request to Continue the First Reading of Ordinance Annexing ±10.64 Acres of Property, Located at 1290 West Plymouth Avenue (Delaney Trinity Reserve).

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Continuation Memo, Ordinance, AN24-180 Legal Description with Acreage + ROW, AN24-180 Survey 10.64 Acres - includes ROW, AN24-180 Staff Report Delaney Annexation, AN24-180 Narrative, AN24-180 Aerial, AN24-180 Zoning

APPROVED BY: Michael Grebosz, Asst. City Manager, June 11, 2025

SUMMARY/HIGHLIGHT:

The subject property is ± 10.64 acres in size, including the south portion of the W. Plymouth Ave. right-of-way. The property is located in unincorporated Volusia County and is currently zoned VC: A-3 (Volusia County Transitional Agriculture), with a future land use designation of VC: ULI (Volusia County Urban Low Intensity). It is owned by the Trinity United Methodist Church, and the property is currently vacant, but heavily wooded. This application is accompanied by a request for a future land use amendment (SMLU24-181), as well as a PD rezoning application (Z24-179), proposing 78 townhome units. If the requests are approved, any future site improvements will first require approval of a separate development application.

On May 14, 2025, the Planning Board voted unanimously to approve the annexation request.

This is a request for continuance to the July 7, 2025, City Commission meeting.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Institute Smart Growth Principles.

SUSTAINABILITY:

Strategic Plan Focus Area: Preparing for Future Sustainability - Annexing the property into the city's jurisdiction will subject it to the city's adopted policies and allow implementation of the city's Sustainability Action Plan.

FISCAL IMPACT:

Inclusion of the subject property in the City's tax rolls will increase funds towards City services.

RECOMMENDATION:

Requested to continue to the July 7, 2025, City Commission meeting.

BACKGROUND/DISCUSSION:

North of the property is the Hunter’s Creek apartment complex; south is the Heritage Place single-family residential subdivision; east is Putterman Athletics (manufacturer of recreational products for athletic facilities);

and west is currently a vacant and clear piece of land and will be the future location of the new Trinity United Methodist Church.

Planning Department

Memorandum

TO: City Commission

DATE: June 16, 2025

FROM: Kendall Story, CNU-A

SUBJECT: Request to Continue First Reading Annexing ±10.64 Acres of Property Located at 1290 W. Plymouth Ave. (Delaney Trinity Reserve).

==========

The applicant, Mark Watts with CobbCole, requested to continue the above-referenced application from the June 16, 2025, City Commission meeting to the July 7, 2025, City Commission meeting.

ORDINANCE NO. 2025 –

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, ANNEXING A PARCEL OF LAND TOTALING APPROXIMATELY +/- 10.64 ACRES OF PROPERTY LOCATED AT 1290 WEST PLYMOUTH AVENUE; AMENDING CITY BOUNDARIES TO INCLUDE THE ANNEXED PROPERTIES; AFFIRMING COMPLIANCE WITH STATUTORY PROCEDURE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Petitioner, Mark Watts, Esq., on behalf of the owner, Trinity United Methodist Church, Inc., submitted a petition for annexation of approximately +/- 10.64 acres of land located at 1290 West Plymouth Avenue; and

WHEREAS, the subject property to be annexed is currently vacant and heavily wooded

WHEREAS, the area to be annexed is contiguous to the boundaries of the City of DeLand on the north, south, east and west, if annexed, the subject property encloses an existing enclave, is reasonably compact, is not circuitous, and otherwise meets the requirements of *Chapter 171, Florida Statutes*.

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

Section 1. The following described parcel of land in Volusia County, Florida, for which a petition for annexation has been received from the Petitioner, Mark Watts, Esq., totaling approximately +/- 10.64 acres, located at 1290 W. Plymouth Avenue, is hereby annexed and made part of the City of DeLand, subject to the jurisdiction, obligations, benefits and privileges of property within the municipality:

See legal description(s) attached hereto as Exhibit "A"

Parcel Identification No. 700700000030

Section 2. The boundary lines of the City of DeLand are hereby changed and redefined to include the lands described in Section 1 above and depicted on the map attached hereto as Exhibit "B" and by this reference made a part hereof.

Section 3. The City Commission finds that a public hearing has been held on this Ordinance prior to adoption in the Commission Chambers, City Hall, 120 S. Florida Avenue, DeLand, Florida, at 7:00 P.M., on _____, after notice published in accordance with Florida Statutes Section 171.044.

Section 4. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this ___ day of _____, 2025.

_____
Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

_____
Julia M. Hewitt
Interim City Clerk - Auditor

Passed on first reading:
Adopted on second reading:

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

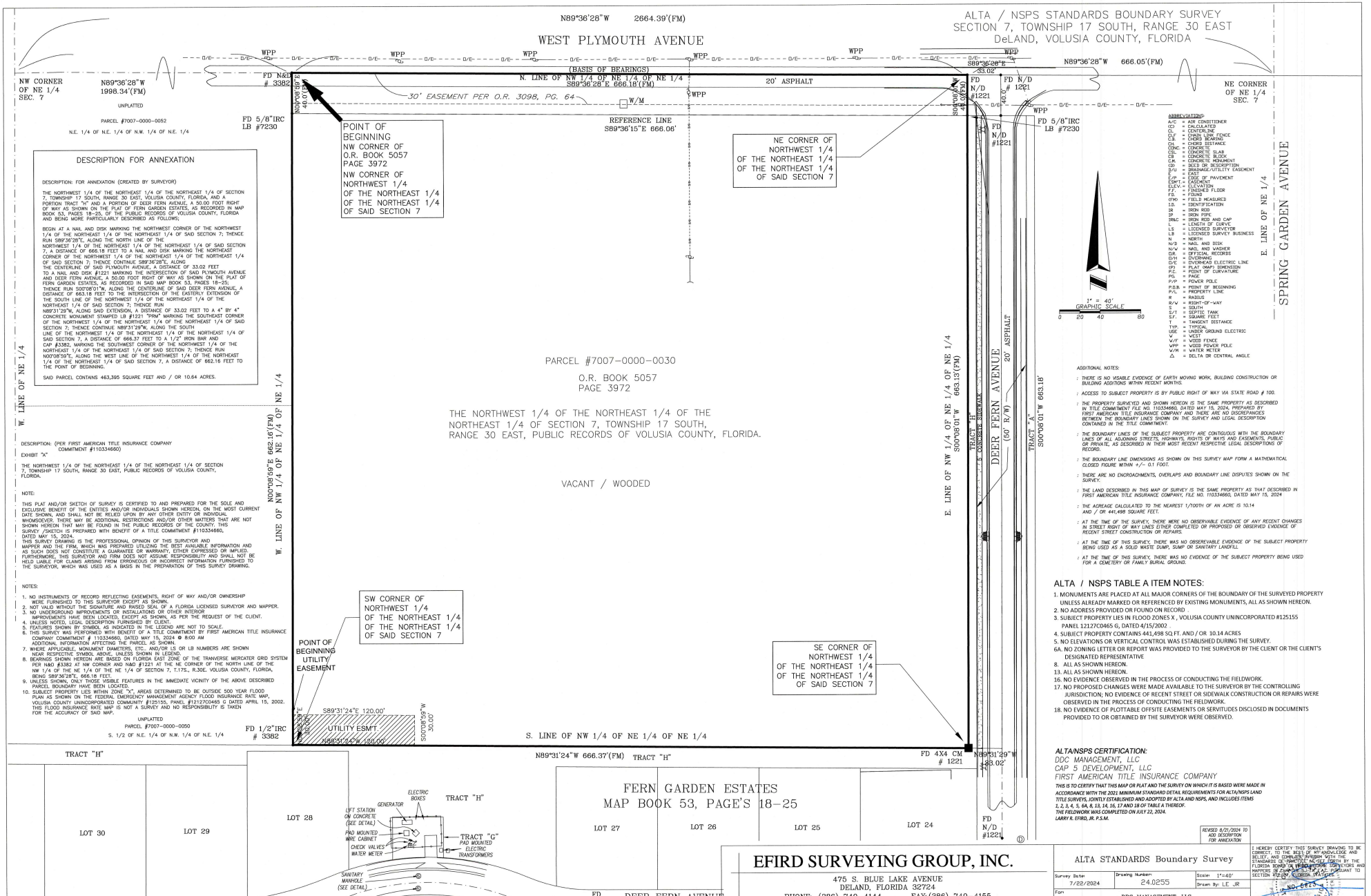
LEGAL DESCRIPTION
DELANEY RESERVE PH 2 ANNEXATION

DESCRIPTION: FOR ANNEXATION (CREATED BY SURVEYOR)

THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, AND A PORTION TRACT "H" AND A PORTION OF DEER FERN AVENUE, A 50.00 FOOT RIGHT OF WAY AS SHOWN ON THE PLAT OF FERN GARDEN ESTATES, AS RECORDED IN MAP BOOK 53, PAGES 18-25, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A NAIL AND DISK MARKING THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE RUN S89°36'28"E, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 666.18 FEET TO A NAIL AND DISK MARKING THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE CONTINUE S89°36'28"E, ALONG THE CENTERLINE OF SAID PLYMOUTH AVENUE, A DISTANCE OF 33.02 FEET TO A NAIL AND DISK #1221 MARKING THE INTERSECTION OF SAID PLYMOUTH AVENUE AND DEER FERN AVENUE, A 50.00 FOOT RIGHT OF WAY AS SHOWN ON THE PLAT OF FERN GARDEN ESTATES, AS RECORDED IN SAID MAP BOOK 53, PAGES 18-25; THENCE RUN S00°08'01"W, ALONG THE CENTERLINE OF SAID DEER FERN AVENUE, A DISTANCE OF 663.18 FEET TO THE INTERSECTION OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE RUN N89°31'29"W, ALONG SAID EXTENSION, A DISTANCE OF 33.02 FEET TO A 4" BY 4" CONCRETE MONUMENT STAMPED LB #1221 "PRM" MARKING THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE CONTINUE N89°31'29"W, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 666.37 FEET TO A 1/2" IRON BAR AND CAP #3382, MARKING THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE RUN N00°08'59"E, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 662.16 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 463,395 SQUARE FEET AND / OR 10.64 ACRES.


ALTA / NSPS STANDARDS BOUNDARY SURVEY
SECTION 7, TOWNSHIP 17 SOUTH, RANGE 30 EAST
DeLAND, VOLUSIA COUNTY, FLORIDA
N89°36'28"W 2664.39'(FM)
WEST PLYMOUTH AVENUE
(BASIS OF BEARINGS)
N. LINE OF NW 1/4 OF NE 1/4
S89°36'28"E 666.18'(FM)
30' EASEMENT PER O.R. 3098, PG. 64
20' ASPHALT
REFERENCE LINE
S89°36'15"E 666.06'
N89°36'28"W 666.05'(FM)
NW CORNER OF SEC. 7
N89°36'28"W 1998.34'(FM)
NE CORNER OF NE 1/4 SEC. 7
FD N&D # 3382
FD 5/8"IRC LB #7230
FD N/D #1221
POINT OF BEGINNING
NW CORNER OF O.R. BOOK 5057 PAGE 3972
NW CORNER OF NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7
NE CORNER OF NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7
SPRING GARDEN AVENUE
E. LINE OF NE 1/4
W. LINE OF NE 1/4
UNPLATTED
PARCEL #7007-0000-0052
N.E. 1/4 OF N.E. 1/4 OF N.W. 1/4 OF N.E. 1/4
DESCRIPTION FOR ANNEXATION
DESCRIPTION: FOR ANNEXATION (CREATED BY SURVEYOR)
THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, AND A PORTION TRACT "H" AND A PORTION OF DEER FERN AVENUE, A 50.00 FOOT RIGHT OF WAY AS SHOWN ON THE PLAT OF FERN GARDEN ESTATES, AS RECORDED IN MAP BOOK 53, PAGES 18-25, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;
BEGIN AT A NAIL AND DISK MARKING THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE RUN S89°36'28"E, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 666.18 FEET TO A NAIL AND DISK MARKING THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE CONTINUE S89°36'28"E, ALONG THE CENTERLINE OF SAID PLYMOUTH AVENUE, A DISTANCE OF 33.02 FEET TO A NAIL AND DISK #1221 MARKING THE INTERSECTION OF SAID PLYMOUTH AVENUE AND DEER FERN AVENUE, A 50.00 FOOT RIGHT OF WAY AS SHOWN ON THE PLAT OF FERN GARDEN ESTATES, AS RECORDED IN SAID MAP BOOK 53, PAGES 18-25; THENCE RUN S00°08'01"W, ALONG THE CENTERLINE OF SAID DEER FERN AVENUE, A DISTANCE OF 663.18 FEET TO THE INTERSECTION OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE RUN N89°31'29"W, ALONG SAID EXTENSION, A DISTANCE OF 33.02 FEET TO A 4" BY 4" CONCRETE MONUMENT STAMPED LB #1221 "PRM" MARKING THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE CONTINUE N89°31'29"W, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 666.37 FEET TO A 1/2" IRON BAR AND CAP #3382, MARKING THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE RUN N00°08'59"E, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 662.16 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINS 463,395 SQUARE FEET AND / OR 10.64 ACRES.
PARCEL #7007-0000-0030
O.R. BOOK 5057
PAGE 3972
THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 17 SOUTH, RANGE 30 EAST, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
VACANT / WOODED
E. LINE OF NW 1/4 OF NE 1/4
S00°08'01"W 663.13'(FM)
DEER FERN AVENUE
(50' R/W)
20' ASPHALT
TRACT "H"
5' CONCRETE SIDEWALK
TRACT "A"
S00°08'01"W 663.18'
W. LINE OF NW 1/4 OF NE 1/4
N00°08'59"E 662.16'(FM)
DESCRIPTION: (PER FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT #1103346660)
EXHIBIT "A"
THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 17 SOUTH, RANGE 30 EAST, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
NOTE:
THIS PLAT AND/OR SKETCH OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS SHOWN HEREON, ON THE MOST CURRENT DATE SHOWN, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN HEREON THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY. THIS SURVEY /SKETCH IS PREPARED WITH BENEFIT OF A TITLE COMMITMENT #1103346660, DATED MAY 15, 2024.
THIS SURVEY DRAWING IS THE PROFESSIONAL OPINION OF THIS SURVEYOR AND MAPPER AND THE FIRM, WHICH WAS PREPARED UTILIZING THE BEST AVAILABLE INFORMATION AND AS SUCH DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE HELD LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED TO THE SURVEYOR, WHICH WAS USED AS A BASIS IN THE PREPARATION OF THIS SURVEY DRAWING.
NOTES:
1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.
2. NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. NO UNDERGROUND IMPROVEMENTS OR INSTALLATIONS OR OTHER INTERIOR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN, AS PER THE REQUEST OF THE CLIENT.
4. UNLESS NOTED, LEGAL DESCRIPTION FURNISHED BY CLIENT.
5. FEATURES SHOWN BY SYMBOL AS INDICATED IN THE LEGEND ARE NOT TO SCALE.
6. THIS SURVEY WAS PERFORMED WITH BENEFIT OF A TITLE COMMITMENT BY FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT # 1103346660, DATED MAY 15, 2024 @ 8:00 AM ADDITIONAL INFORMATION AFFECTING THE PARCEL, AS SHOWN.
7. WHERE APPLICABLE, MONUMENT DIAMETERS, ETC., AND/OR LS OR LB NUMBERS ARE SHOWN NEAR RESPECTIVE SYMBOL ABOVE, UNLESS SHOWN IN LEGEND.
8. BEARINGS SHOWN HEREON ARE BASED ON FLORIDA EAST ZONE OF THE TRANVERSE MERCATER GRID SYSTEM PER NAD #3382 AT NW CORNER AND NAD #1221 AT THE NE CORNER OF THE NORTH LINE OF THE NW 1/4 OF THE NE 1/4 OF THE NE 1/4 OF SECTION 7, T.17S., R.30E. VOLUSIA COUNTY, FLORIDA, BEING S89°36'28"E, 666.18 FEET.
9. UNLESS SHOWN, ONLY THOSE VISIBLE FEATURES IN THE IMMEDIATE VICINITY OF THE ABOVE DESCRIBED PARCEL BOUNDARY HAVE BEEN LOCATED.
10. SUBJECT PROPERTY LIES WITHIN ZONE "X", AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD PLAIN AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, VOLUSIA COUNTY UNINCORPORATED COMMUNITY #125155, PANEL #12127C0465 G DATED APRIL 15, 2002. THIS FLOOD INSURANCE RATE MAP IS NOT A SURVEY AND NO RESPONSIBILITY IS TAKEN FOR THE ACCURACY OF SAID MAP.
UNPLATTED
PARCEL #7007-0000-0050
S. 1/2 OF N.E. 1/4 OF N.W. 1/4 OF N.E. 1/4
FD 1/2"IRC # 3382
SW CORNER OF NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7
POINT OF BEGINNING UTILITY EASEMENT
S89°31'24"E 120.00'
UTILITY ESMT.
N89°31'24"W 120.00'
S00°08'59"W 30.00'
SE CORNER OF NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7
S. LINE OF NW 1/4 OF NE 1/4 OF NE 1/4
N89°31'24"W 666.37'(FM)
TRACT "H"
FD 4X4 CM # 1221
N89°31'29"W 33.02'
TRACT "H"
LOT 30
LOT 29
LOT 28
LOT 27
LOT 26
LOT 25
LOT 24
FERN GARDEN ESTATES
MAP BOOK 53, PAGE'S 18-25
ELECTRIC BOXES
GENERATOR
LIFT STATION ON CONCRETE (SEE DETAIL)
PAD MOUNTED WIRE CABINET
CHECK VALVES WATER METER
TRACT "G" PAD MOUNTED ELECTRIC TRANSFORMERS
SANITARY MANHOLE (SEE DETAIL)
STORM FD MANHOLE
FD N/D #1221
DEER FERN AVENUE
(50' R/W)
1" = 40'
GRAPHIC SCALE
0 20 40 80
ABBREVIATIONS
A/C = AIR CONDITIONER
CD = CALCULATED
CL = CENTERLINE
CLF = CHAIN LINK FENCE
CB = CHORD BEARING
CH = CHORD DISTANCE
CONC = CONCRETE
CSL = CONCRETE SLAB
CB = CONCRETE BLOCK
CM = CONCRETE MONUMENT
DD = DEED OR DESCRIPTION
D/U = DRAINAGE/UTILITY EASEMENT
E = EAST
E/P = EDGE OF PAVEMENT
ESMT = EASEMENT
ELEV = ELEVATION
F.F. = FINISHED FLOOR
F.E. = FENCE
FMO = FIELD MEASURED
I.D. = IDENTIFICATION
IR = IRON ROD
IP = IRON PIPE
IRAC = IRON ROD AND CAP
L = LENGTH OF CURVE
LS = LICENSED SURVEYOR
LB = LICENSED SURVEY BUSINESS
N = NORTH
N/D = NAIL AND DISK
N/W = NAIL AND WASHER
O.R. = OFFICIAL RECORDS
O/H = OVERHANG
O/E = OVERHEAD ELECTRIC LINE
P.O.C. = POINT OF COMMENCEMENT
P.C. = POINT OF CURVATURE
PG. = PAGE
P/P = POWER POLE
P.O.B. = POINT OF BEGINNING
P/L = PROPERTY LINE
R = RADIUS
R/W = RIGHT-OF-WAY
S = SOUTH
S/T = SEPTIC TANK
S.F. = SQUARE FEET
T = TANGENT DISTANCE
TYP. = TYPICAL
UGE = UNDER GROUND ELECTRIC
W = WEST
W/F = WOOD FENCE
WPP = WOOD POWER POLE
W/M = WATER METER
Δ = DELTA OR CENTRAL ANGLE
ADDITIONAL NOTES:
: THERE IS NO VISABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
: ACCESS TO SUBJECT PROPERTY IS BY PUBLIC RIGHT OF WAY VIA STATE ROAD # 100.
: THE PROPERTY SURVEYED AND SHOWN HEREON IS THE SAME PROPERTY AS DESCRIBED IN TITLE COMMITMENT FILE NO. 1103346660, DATED MAY 15, 2024, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY AND THERE ARE NO DISCREPANCIES BETWEEN THE BOUNDARY LINES SHOWN ON THE SURVEY AND LEGAL DESCRIPTION CONTAINED IN THE TITLE COMMITMENT.
: THE BOUNDARY LINES OF THE SUBJECT PROPERTY ARE CONTIGUOUS WITH THE BOUNDARY LINES OF ALL ADJOINING STREETS, HIGHWAYS, RIGHTS OF WAYS AND EASEMENTS, PUBLIC OR PRIVATE, AS DESCRIBED IN THEIR MOST RECENT RESPECTIVE LEGAL DESCRIPTIONS OF RECORD.
: THE BOUNDARY LINE DIMENSIONS AS SHOWN ON THIS SURVEY MAP FORM A MATHEMATICAL CLOSED FIGURE WITHIN +/- 0.1 FOOT.
: THERE ARE NO ENCROACHMENTS, OVERLAPS AND BOUNDARY LINE DISPUTES SHOWN ON THE SURVEY.
: THE LAND DESCRIBED IN THIS MAP OF SURVEY IS THE SAME PROPERTY AS THAT DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 1103346660, DATED MAY 15, 2024
: THE ACREAGE CALCULATED TO THE NEAREST 1/100TH OF AN ACRE IS 10.14 AND / OR 441,498 SQUARE FEET.
: AT THE TIME OF THE SURVEY, THERE WERE NO OBSERVABLE EVIDENCE OF ANY RECENT CHANGES IN STREET RIGHT OF WAY LINES EITHER COMPLETED OR PROPOSED OR OBSERVED EVIDENCE OF RECENT STREET CONSTRUCTION OR REPAIRS.
: AT THE TIME OF THIS SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF THE SUBJECT PROPERTY BEING USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL
: AT THE TIME OF THIS SURVEY, THERE WAS NO EVIDENCE OF THE SUBJECT PROPERTY BEING USED FOR A CEMETERY OR FAMILY BURIAL GROUND.
ALTA / NSPS TABLE A ITEM NOTES:
1. MONUMENTS ARE PLACED AT ALL MAJOR CORNERS OF THE BOUNDARY OF THE SURVEYED PROPERTY UNLESS ALREADY MARKED OR REFERENCED BY EXISTING MONUMENTS, ALL AS SHOWN HEREON.
2. NO ADDRESS PROVIDED OR FOUND ON RECORD .
3. SUBJECT PROPERTY LIES IN FLOOD ZONES X , VOLUSIA COUNTY UNINCORPORATED #125155 PANEL 12127C0465 G, DATED 4/15/2002 .
4. SUBJECT PROPERTY CONTAINS 441,498 SQ.FT. AND / OR 10.14 ACRES
5. NO ELEVATIONS OR VERTICAL CONTROL WAS ESTABLISHED DURING THE SURVEY.
6A. NO ZONING LETTER OR REPORT WAS PROVIDED TO THE SURVEYOR BY THE CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE
8. ALL AS SHOWN HEREON.
13. ALL AS SHOWN HEREON.
16. NO EVIDENCE OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
17. NO PROPOSED CHANGES WERE MADE AVAILABLE TO THE SURVEYOR BY THE CONTROLLING JURISDICTION; NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS WERE OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
18. NO EVIDENCE OF PLOTTABLE OFFSITE EASEMENTS OR SERVITUDES DISCLOSED IN DOCUMENTS PROVIDED TO OR OBTAINED BY THE SURVEYOR WERE OBSERVED.
ALTA/NSPS CERTIFICATION:
DDC MANAGEMENT, LLC
CAP 5 DEVELOPMENT, LLC
FIRST AMERICAN TITLE INSURANCE COMPANY
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6A, 8, 13, 14, 16, 17 AND 18 OF TABLE A THEREOF.
THE FIELDWORK WAS COMPLETED ON JULY 22, 2024.
LARRY R. EFIRD, JR. P.S.M.
REVISED 8/21/2024 TO ADD DESCRIPTION FOR ANNEXATION
EFIRD SURVEYING GROUP, INC.
475 S. BLUE LAKE AVENUE
DELAND, FLORIDA 32724
PHONE: (386) 740-4144 FAX:(386) 740-4155
WEBSITE: www.efirdsurveying.com
e-mail: larry@efirdsurveying.com
Certificate Of Authorization Licensed Business Number 7230
ALTA STANDARDS Boundary Survey
Survey Date 7/22/2024
Drawing Number 24.0255
Scale 1"=40'
Drawn By: LE JR
Form
DDC MANAGEMENT, LLC
CAP 5 DEVELOPMENT, LLC
FIRST AMERICAN TITLE INSURANCE COMPANY
1299 W. PLYMOUTH AVE., DeLAND
I HEREBY CERTIFY THIS SURVEY DRAWING TO BE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND PREPARED IN ACCORDANCE WITH THE STANDARDS ESTABLISHED AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.051, F.A.C. PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
STATE OF FLORIDA
NO. 6629
8/21/2024
LARRY R. EFIRD JR.
Professional Surveyor & Mapper No. 5829

PLANNING DEPARTMENT STAFF REPORT
TO
PLANNING BOARD

May 14, 2025

APPLICATION: AN24-180

1. **Requested Action:** Annexation of 10.64 acres of property into the City limits of DeLand
2. **Location:** 1290 W. Plymouth Ave.
3. **Petitioner**: Mark Watts, CobbCole
4. **Staff:** Kendall Story
5. **Owner**: Trinity United Methodist Church, Inc.
6. **Size of parcel(s):** ± 10.64 acres
7. **Parcel ID**: 700700000030
8. **Land Use Designation & Zoning of Subject Property:**

   Future Land Use: Volusia County: Urban Low Intensity (ULI)

   Existing Zoning: Volusia County: R-3

   Existing Use: Wooded/Undeveloped

9. **Surrounding Land Use & Zoning:**

	LAND USE	ZONING
North:	Medium Density Residential	Hunter's Creek PD (Hunters Creek Apts)
South:	High Density Residential	R-1AA
East:	Medium Density Residential	DeLand Commercial Properties PD/C-2
West:	Medium Density Residential	R-1A

10. Physical Characteristics: The subject property is ± 10.64 acres in size, including the south portion of the W. Plymouth Ave. right-of-way, is wooded and undeveloped. It does not appear to contain any wetlands and does not lie within the 100-year flood zone.

The subject property is located in unincorporated Volusia County and is currently zoned VC: R-3 (Volusia County Urban Single Family), with a future land use designation of VC: ULI (Volusia County Urban Low Intensity). It is owned by the Trinity United Methodist Church, and the property is currently vacant, but heavily wooded. This application is accompanied by a request for a future land use amendment (SMLU24-181) to MDR (Medium Density Residential), as well as a PD rezoning application (Z24-179) proposing 78 townhome units. If the requests are approved, any future site improvements will first require approval of a separate development application.

11. Public Services & Utilities: The City's Utilities Department determined the closest City water main is an 8-inch water main running along W. Plymouth Ave. The closest city sewer main is also located W. Plymouth Ave. as a 6-inch force main, as well as an 8-inch gravity sewer system located in Heritage Place (south).

12. Growth Management Plan Consistency:
North of the property is the Hunter's Creek apartment complex; south is the Heritage Place single-family residential subdivision; east is Putterman Athletics (manufacturer of recreational products for athletic facilities); and west is currently a vacant and clear piece of land and will be the future location of the new Trinity United Methodist Church (SP24-170).

13. Analysis: The City's guidelines for annexation require a property be sufficiently **contiguous** to property already within the city limits and to be accessible to public services provided. In addition, the State requires the property be **reasonably compact**, **not circuitous**, and **does not create an enclave**. The subject property encloses an existing enclave, is contiguous to the City of DeLand, is reasonably compact and is not circuitous. The parcel is nearly a perfect square and contiguous to the city to the north by ± 667 ft., to the south by ± 667 ft., to the east by ± 663 ft. and to the west by ± 662 ft.

Recommendation: Staff recommends that the Planning Board forward this annexation petition to the City Commission, with a recommendation for approval.

Based upon the concurrency requirements of the State of Florida and the City's concurrency management plan, as adopted in Article 5, Sec. 33-41 of the Land Development Regulations, approval of the proposed annexation does not automatically provide vested development rights. At the time the developer applies for a development permit, adequate infrastructure must exist to support the proposed development. If such infrastructure does not exist, the developer may be required to incur additional expense to ensure that the necessary infrastructure is provided.

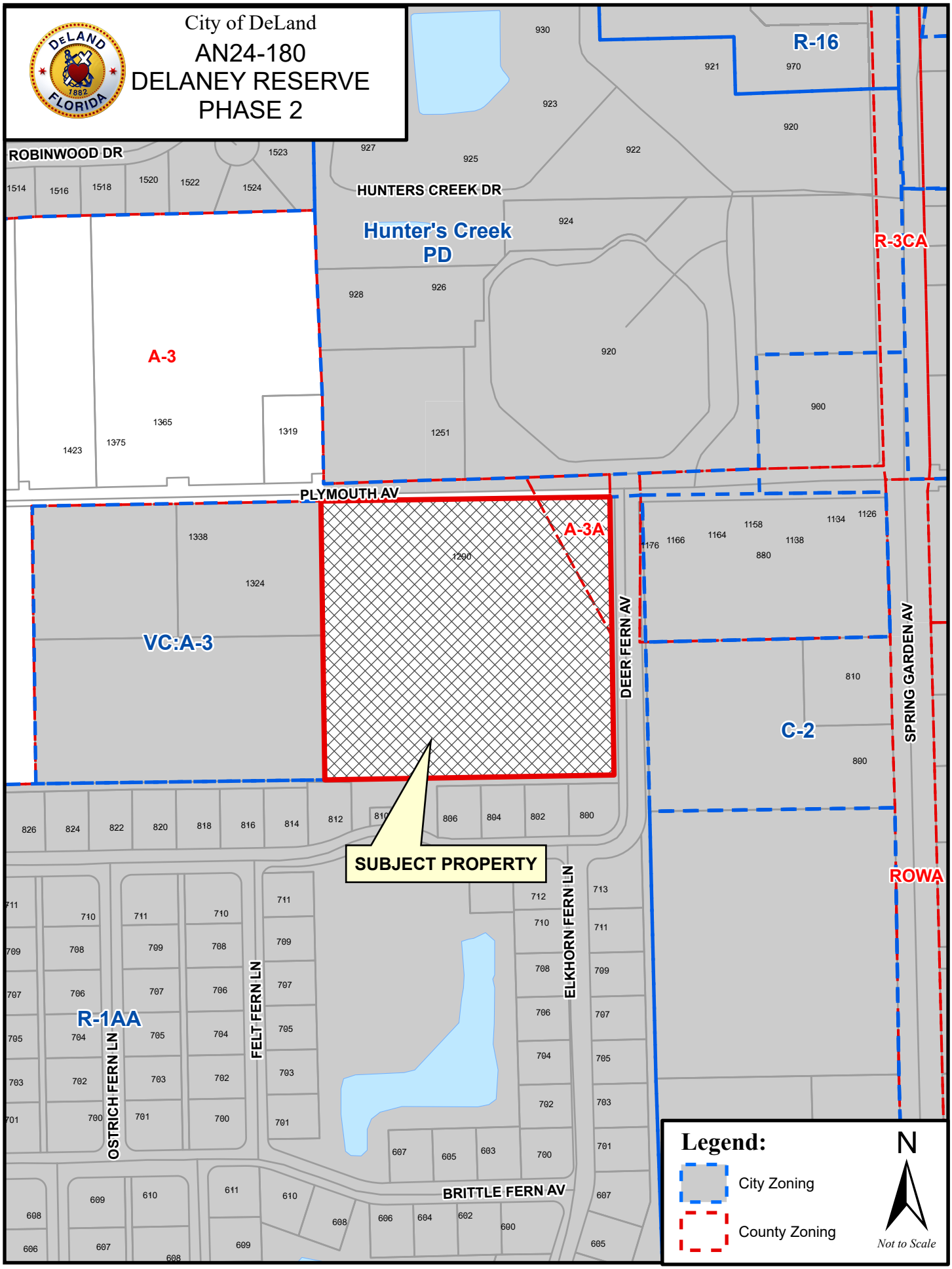
NARRATIVE FOR DELANEY RESERVE PH 2

PUD REZONING, SMALL-SCALE COMP PLAN AMENDMENT

AND ANNEXATION

The subject property is currently in unincorporated Volusia County, but is included in the City of DeLand's utility service area and is shown as part of the planned urban core (Category 2) in the current DeLand 2050 plan. In order to proceed with potential development, annexation is required. In regard to the proposed Medium Density Residential land use classification, the property is adjacent to property that is designated as Highway Commercial, to the east, Medium Density Residential, to the north, and Low Density Residential to the south and west. The applicant is requesting a simultaneous rezoning to Planned Unit Development that will authorize the development of a townhome community. Townhomes are an appropriate transitional housing density between the apartment and townhome development (Lexington Club) to the north, existing commercial development to the east (Putterman Athletics), a planned house of worship to the west (Trinity Methodist Church) and the Heritage Place single family development to the south.

City of DeLand
AN24-180
DELANEY RESERVE
PHASE 2
SUBJECT PROPERTY
PLYMOUTH AV
SPRING GARDEN AV
HUNTERS CREEK DR
DEER FERN AV
ELKHORN FERN LN
OSTRICH FERN LN
FELT FERN LN
BRITTLE FERN AV
S CREEK DR
A-3
A-3A
VC:A-3
PD
R-3CA
C-2
ROWA
R-1AA
Legend:
City Zoning
County Zoning
N
Not to Scale


City of DeLand
AN24-180
DELANEY RESERVE
PHASE 2
ROBINWOOD DR
HUNTERS CREEK DR
Hunter's Creek
PD
R-16
R-3CA
A-3
A-3A
VC:A-3
C-2
R-1AA
ROWA
PLYMOUTH AV
DEER FERN AV
SPRING GARDEN AV
FELT FERN LN
ELKHORN FERN LN
OSTRICH FERN LN
BRITTLE FERN AV
SUBJECT PROPERTY
Legend:
City Zoning
County Zoning
N
Not to Scale

CITY OF DELAND
Request for Commission Action
June 16, 2025

SUBJECT: Request to Continue the First Reading of Ordinance Changing the Land Use for Approximately ±10.14 Acres of Property, Located at 1290 West Plymouth Avenue, from Volusia County Urban Low Intensity (ULI) to City of DeLand Medium Density Residential (MDR).

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Continuation Memo, Ordinance, SMLU24-181 Survey, SMLU24-181 Staff Report, SMLU24-181 Narrative, SMLU24-181 Current Land Use, SMLU24-181 Proposed Land Use, SMLU24-181 VCPS Cert of Capacity, SMLU24-181 Traffic Memo, SMLU24-181 Aerial, SMLU24-181 Zoning

APPROVED BY: Michael Grebosz, Asst. City Manager, June 11, 2025

SUMMARY/HIGHLIGHT:

The applicant is requesting the future land use designation be amended for a ±10.14-acre parcel located at 1290 S. Plymouth Ave. from Volusia County's Urban Low-Intensity (VC: ULI) land use designation to the City of DeLand's Medium-Density Residential (MDR) land use designation. The applicant has also petitioned for annexation (AN24-180) and submitted a rezoning application (Z24-179).

The Future Land Use element requires that the subject property be consistent with surrounding development. The Comprehensive Plan describes the Medium-Density Residential land use designation as being typified by detached and attached moderate density housing types, serving as a transitional area between high-density residential and low-density residential land use with a maximum density of 12 dwelling units per acre. The development should provide recreation and open space through the clustering of dwelling units. It should be located in areas where more intense uses would not be compatible with the surrounding area.

On May 14, 2025, the Planning Board voted unanimously to approve the request to amend the future land use designation.

This is a request for continuation to the July 7, 2025, City Commission meeting.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Institute Smart Growth Principles.

SUSTAINABILITY:

Strategic Plan Focus Area: Preparing for Future Sustainability - adopting the future land use designation of Medium Density Residential (MDR) is in line with the City's policies and long-term goals, as the City grows.

FISCAL IMPACT:

Inclusion of the subject property in the City's tax rolls will increase funds towards City services.

RECOMMENDATION:

Requested to continue to the July 7, 2025, City Commission meeting.

BACKGROUND/DISCUSSION:

The subject property is located in the Urban Core (Category 2) and within Overlay 2 (Activity Center), where the majority of the new, higher-intensity growth is said to take place and where a mix of uses are compatible with and include residential uses. The increase in density is appropriate based on the surrounding properties and location.

Planning Department

Memorandum

TO: City Commission

DATE: June 16, 2025

FROM: Kendall Story, CNU-A

SUBJECT: Request to Continue First Reading Changing the Land Use for Approximately 10.14 Acres of Property, Located at 1290 W. Plymouth Ave. from Volusia County Urban Low Intensity to City of DeLand Medium Density Residential. (Delaney Trinity Reserve).

==========

The applicant, Mark Watts with CobbCole, requested to continue the above-referenced application from the June 16, 2025, City Commission meeting to the July 7, 2025, City Commission meeting.

ORDINANCE NO. 2025 -

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF DELAND, BY CHANGING THE LAND USE DESIGNATION OF CERTAIN PROPERTY LOCATED AT 1290 WEST PLYMOUTH AVENUE, FROM VOLUSIA COUNTY'S URBAN LOW INTENSITY TO CITY OF DELAND'S MEDIUM DENSITY RESIDENTIAL, FUTURE LAND USE DESIGNATION; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, F.S. §163.3161, et seq., creates the Community Planning Act (hereinafter the "Act"); and

WHEREAS, the Act allows each local government to approve comprehensive plan amendments related to small scale development activities at any time during the year under certain conditions; and

WHEREAS, the Act permits small area amendments to be approved without regard to statutory limits on the frequency of comprehensive plan amendments as long as:

1. The proposed amendment involves the change to the land use designation of a parcel of property that is 50 acres or less; and

2. The cumulative effect of the above amendment does not exceed 120 acres annually; and

WHEREAS, the City Commission adopted a comprehensive plan for the future growth and development of the City pursuant to Ordinance No. 90-4, as amended, (hereinafter the "Comprehensive Plan"); and

WHEREAS, the City Commission has received a request to amend the Comprehensive Plan by changing the land use designation of approximately +/- 10.14 acres of land located at 1290 W. Plymouth Avenue; from Volusia County's Urban Low Intensity future land use designation to City of DeLand's Medium Density Residential future land use designation; and

WHEREAS, the Planning Board held a public hearing, after due public notice, for the purpose of recommending the adoption of the proposed Comprehensive Plan amendment; and

WHEREAS, the City Commission held a public hearing after due public notice, in accordance with F.S. §163.3184(11); and

WHEREAS, this land use amendment has been transmitted to and reviewed by the Volusia Growth Management Commission.

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

Section 1. The City Commission hereby amends the Future Land Use Map for the incorporated area by changing the land use designation of that certain parcel of land located at 1290 West Plymouth Avenue; consisting of approximately +/- 10.14 acres of land from Volusia County's Urban Low Intensity Future Land Use designation to City of DeLand's Medium

Density Residential Future Land Use designation, as more particularly described in the Exhibit "A" attached hereto and by this reference made a part hereof.

Section 2. 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 3. The effective date of this Ordinance shall be the later date of the following events: (1) the date of issuance of a certificate of consistency or conditional certificate of consistency with regard to the land use designation of the subject property by the Volusia Growth Management Commission; (2) thirty-one (31) days after its adoption by the City Commission; or (3) if properly challenged by an affected person, after the state land planning agency or the Administration Commission, respectively, issues a final order determining this adopted small scale development amendment to be in compliance. No development orders, development permits or land uses dependent on this Ordinance may be issued or commence before it has become effective.

PASSED AND DULY ADOPTED this ___ day of _____, 2025.

_____
Christopher M. Cloudman
Mayor - Commissioner

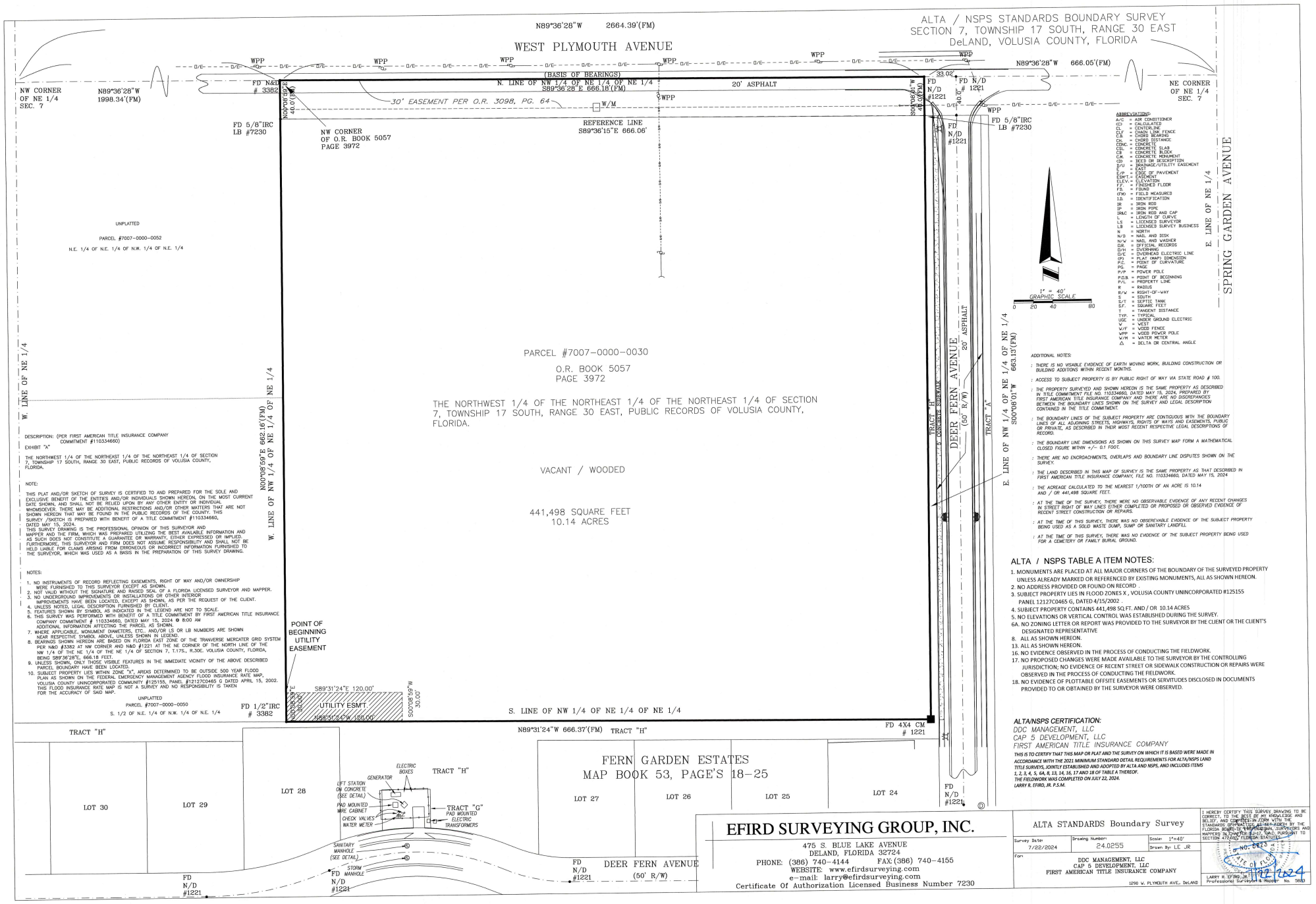
ATTEST:

_____
Julie Hennessy
Interim City Clerk - Auditor

Passed on first reading:
Adopted on second reading:

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney


ALTA / NSPS STANDARDS BOUNDARY SURVEY
SECTION 7, TOWNSHIP 17 SOUTH, RANGE 30 EAST
DeLAND, VOLUSIA COUNTY, FLORIDA
WEST PLYMOUTH AVENUE
N89°36'28"W 2664.39'(FM)
N89°36'28"W 666.05'(FM)
(BASIS OF BEARINGS)
N. LINE OF NW 1/4 OF NE 1/4
S89°36'28"E 666.18'(FM)
30' EASEMENT PER O.R. 3098, PG. 64
REFERENCE LINE
S89°36'15"E 666.06'
NW CORNER OF NE 1/4 SEC. 7
NE CORNER OF NE 1/4 SEC. 7
FD N&D # 3382
FD 5/8"IRC LB #7230
NW CORNER OF O.R. BOOK 5057 PAGE 3972
FD N/D #1221
20' ASPHALT
SPRING GARDEN AVENUE
E. LINE OF NE 1/4
W. LINE OF NE 1/4
W. LINE OF N00°09'59"E 662.16'(FM) W. LINE OF NW 1/4 OF NE 1/4
E. LINE OF NW 1/4 OF NE 1/4 663.13'(FM) S00°09'01"W
UNPLATTED
PARCEL #7007-0000-0052
N.E. 1/4 OF N.E. 1/4 OF N.W. 1/4 OF N.E. 1/4
PARCEL #7007-0000-0030
O.R. BOOK 5057
PAGE 3972
THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 17 SOUTH, RANGE 30 EAST, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
VACANT / WOODED
441,498 SQUARE FEET
10.14 ACRES
DEER FERN AVENUE
(50' R/W)
TRACT "H"
TRACT "A"
CONCRETE SIDEWALK
20' ASPHALT
POINT OF BEGINNING UTILITY EASEMENT
S89°31'24"E 120.00'
UTILITY ESMT.
N89°31'24"W 120.00'
S00°09'59"W 30.00'
N00°09'59"E 30.00'
S. LINE OF NW 1/4 OF NE 1/4 OF NE 1/4
N89°31'24"W 666.37'(FM) TRACT "H"
FD 4X4 CM # 1221
FD 1/2"IRC # 3382
S. 1/2 OF N.E. 1/4 OF N.W. 1/4 OF N.E. 1/4
UNPLATTED
PARCEL #7007-0000-0050
1" = 40' GRAPHIC SCALE
0 20 40 80
DESCRIPTION: (PER FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT #110334660)
EXHIBIT "A"
THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 17 SOUTH, RANGE 30 EAST, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
NOTE:
THIS PLAT AND/OR SKETCH OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS SHOWN HEREON, ON THE MOST CURRENT DATE SHOWN, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN HEREON THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY. THIS SURVEY /SKETCH IS PREPARED WITH BENEFIT OF A TITLE COMMITMENT #110334660, DATED MAY 15, 2024.
THIS SURVEY DRAWING IS THE PROFESSIONAL OPINION OF THIS SURVEYOR AND MAPPER AND THE FIRM, WHICH WAS PREPARED UTILIZING THE BEST AVAILABLE INFORMATION AND AS SUCH DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE HELD LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED TO THE SURVEYOR, WHICH WAS USED AS A BASIS IN THE PREPARATION OF THIS SURVEY DRAWING.
NOTES:
1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.
2. NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. NO UNDERGROUND IMPROVEMENTS OR INSTALLATIONS OR OTHER INTERIOR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN, AS PER THE REQUEST OF THE CLIENT.
4. UNLESS NOTED, LEGAL DESCRIPTION FURNISHED BY CLIENT.
5. FEATURES SHOWN BY SYMBOL AS INDICATED IN THE LEGEND ARE NOT TO SCALE.
6. THIS SURVEY WAS PERFORMED WITH BENEFIT OF A TITLE COMMITMENT BY FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT # 110334660, DATED MAY 15, 2024 @ 8:00 AM ADDITIONAL INFORMATION AFFECTING THE PARCEL AS SHOWN.
7. WHERE APPLICABLE, MONUMENT DIAMETERS, ETC.. AND/OR LS OR LB NUMBERS ARE SHOWN NEAR RESPECTIVE SYMBOL ABOVE, UNLESS SHOWN IN LEGEND.
8. BEARINGS SHOWN HEREON ARE BASED ON FLORIDA EAST ZONE OF THE TRANVERSE MERCATER GRID SYSTEM PER N&D #3382 AT NW CORNER AND N&D #1221 AT THE NE CORNER OF THE NORTH LINE OF THE NW 1/4 OF THE NE 1/4 OF THE NE 1/4 OF SECTION 7, T.17S., R.30E. VOLUSIA COUNTY, FLORIDA, BEING S89°36'28"E, 666.18 FEET.
9. UNLESS SHOWN, ONLY THOSE VISIBLE FEATURES IN THE IMMEDIATE VICINITY OF THE ABOVE DESCRIBED PARCEL BOUNDARY HAVE BEEN LOCATED.
10. SUBJECT PROPERTY LIES WITHIN ZONE "X", AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD PLAN AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, VOLUSIA COUNTY UNINCORPORATED COMMUNITY #125155, PANEL #12127C0465 G DATED APRIL 15, 2002. THIS FLOOD INSURANCE RATE MAP IS NOT A SURVEY AND NO RESPONSIBILITY IS TAKEN FOR THE ACCURACY OF SAID MAP.
ABBREVIATIONS:
A/C = AIR CONDITIONER
(C) = CALCULATED
℄ = CENTERLINE
CLF = CHAIN LINK FENCE
C.B. = CHORD BEARING
CH. = CHORD DISTANCE
CONC. = CONCRETE
C.S. = CONCRETE SLAB
C.B. = CONCRETE BLOCK
C.M. = CONCRETE MONUMENT
(D) = DEED OR DESCRIPTION
D/U = DRAINAGE/UTILITY EASEMENT
E = EAST
E/P = EDGE OF PAVEMENT
ESMT. = EASEMENT
ELEV. = ELEVATION
F.F. = FINISHED FLOOR
FD. = FOUND
(FM) = FIELD MEASURED
I.D. = IDENTIFICATION
IR = IRON ROD
IP = IRON PIPE
IR&C = IRON ROD AND CAP
L = LENGTH OF CURVE
LS = LICENSED SURVEYOR
LB = LICENSED SURVEY BUSINESS
N = NORTH
N/D = NAIL AND DISK
N/W = NAIL AND WASHER
O.R. = OFFICIAL RECORDS
O/H = OVERHANG
O/E = OVERHEAD ELECTRIC LINE
(P) = PLAT (MAP) DIMENSION
P.C. = POINT OF CURVATURE
PG. = PAGE
P/P = POWER POLE
P.O.B. = POINT OF BEGINNING
P/L = PROPERTY LINE
R = RADIUS
R/W = RIGHT-OF-WAY
S = SOUTH
S/T = SEPTIC TANK
S.F. = SQUARE FEET
T = TANGENT DISTANCE
TYP. = TYPICAL
UGE = UNDER GROUND ELECTRIC
V = VESS
W/F = WOOD FENCE
WPP = WOOD POWER POLE
W/M = WATER METER
Δ = DELTA OR CENTRAL ANGLE
ADDITIONAL NOTES:
: THERE IS NO VISABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
: ACCESS TO SUBJECT PROPERTY IS BY PUBLIC RIGHT OF WAY VIA STATE ROAD # 100.
: THE PROPERTY SURVEYED AND SHOWN HEREON IS THE SAME PROPERTY AS DESCRIBED IN TITLE COMMITMENT FILE NO. 110334660, DATED MAY 15, 2024, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY AND THERE ARE NO DISCREPANCIES BETWEEN THE BOUNDARY LINES SHOWN ON THE SURVEY AND LEGAL DESCRIPTION CONTAINED IN THE TITLE COMMITMENT.
: THE BOUNDARY LINES OF THE SUBJECT PROPERTY ARE CONTIGUOUS WITH THE BOUNDARY LINES OF ALL ADJOINING STREETS, HIGHWAYS, RIGHTS OF WAYS AND EASEMENTS, PUBLIC OR PRIVATE, AS DESCRIBED IN THEIR MOST RECENT RESPECTIVE LEGAL DESCRIPTIONS OF RECORD.
: THE BOUNDARY LINE DIMENSIONS AS SHOWN ON THIS SURVEY MAP FORM A MATHEMATICAL CLOSED FIGURE WITHIN +/- 0.1 FOOT.
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16. NO EVIDENCE OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
17. NO PROPOSED CHANGES WERE MADE AVAILABLE TO THE SURVEYOR BY THE CONTROLLING JURISDICTION; NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS WERE OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
18. NO EVIDENCE OF PLOTTABLE OFFSITE EASEMENTS OR SERVITUDES DISCLOSED IN DOCUMENTS PROVIDED TO OR OBTAINED BY THE SURVEYOR WERE OBSERVED.
ALTA/NSPS CERTIFICATION:
DDC MANAGEMENT, LLC
CAP 5 DEVELOPMENT, LLC
FIRST AMERICAN TITLE INSURANCE COMPANY
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6A, 8, 13, 14, 16, 17 AND 18 OF TABLE A THEREOF.
THE FIELDWORK WAS COMPLETED ON JULY 22, 2024.
LARRY R. EFIRD, JR. P.S.M.
TRACT "H"
LOT 30
LOT 29
LOT 28
LOT 27
LOT 26
LOT 25
LOT 24
FERN GARDEN ESTATES
MAP BOOK 53, PAGE'S 18-25
LIFT STATION ON CONCRETE (SEE DETAIL)
GENERATOR
ELECTRIC BOXES
PAD MOUNTED WIRE CABINET
CHECK VALVES WATER METER
TRACT "G"
PAD MOUNTED ELECTRIC TRANSFORMERS
SANITARY MANHOLE (SEE DETAIL)
STORM MANHOLE
FD N/D #1221
DEER FERN AVENUE
(50' R/W)
EFIRD SURVEYING GROUP, INC.
475 S. BLUE LAKE AVENUE
DELAND, FLORIDA 32724
PHONE: (386) 740-4144 FAX:(386) 740-4155
WEBSITE: www.efirdsurveying.com
e-mail: larry@efirdsurveying.com
Certificate Of Authorization Licensed Business Number 7230
ALTA STANDARDS Boundary Survey
Survey Date: 7/22/2024
Drawing Number: 24.0255
Scale: 1"=40'
Drawn By: LE JR
For: DDC MANAGEMENT, LLC
CAP 5 DEVELOPMENT, LLC
FIRST AMERICAN TITLE INSURANCE COMPANY
1290 W. PLYMOUTH AVE., DeLAND
I HEREBY CERTIFY THIS SURVEY DRAWING TO BE CORRECT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND COMPLIED IN FORM WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, O.A.C. PURSUANT TO SECTION 472.027 FLORIDA STATUTES.
STATE OF FLORIDA
LARRY R. EFIRD JR. P.S.M.
Professional Surveyor & Mapper No. 5833
7/22/2024

PLANNING DEPARTMENT STAFF REPORT
TO
THE CITY OF DELAND PLANNING BOARD

May 14, 2025

A. APPLICATION NO.: SMLU24-181

APPLICANT: Mark Watts, CobbCole

STAFF PLANNER: Kendall Story

REQUEST: To amend the land use designation from Volusia County Urban Low-Intensity (ULI) to City of DeLand Medium-Density Residential (MDR)

B. SITE FACTORS:

Location: 1290 S. Plymouth Ave.
Parcel ID #: 700700000030
Parcel Size: ± 10.14 acres
Land Use: Volusia County Urban Low-Intensity
Existing Use: Vacant, undeveloped

	SURROUNDING USE:
North:	Medium Density Residential
South:	Low Density Residential
East:	Highway Commercial
West:	Low Density Residential

C. <u>REQUESTED ACTION & HISTORY</u>:

1. REQUEST: The applicant is requesting the future land use designation be amended for a ±10.14-acre parcel located at 1290 S. Plymouth Ave. from Volusia County's Urban Low-Intensity (VC: ULI) land use designation to the City of DeLand's Medium-Density Residential (MDR) land use designation. *The Applicant has also petitioned for annexation (AN24-180) and submitted a rezoning application (Z24-179).*

D. <u>ANALYSIS</u>:

The purpose of this section is to analyze the reasonableness of the applicant's request for an amendment of the land use designation for the subject property. This analysis will include a description of the current and future land uses of the site and the surrounding area, potential impacts on the transportation system, and any significant adverse environmental impacts. Florida Statute 163.3187 allows for a Future Land Use Map amendment for area of use under 50 acres, and are not an area of critical state concern.

1. Availability of Public Facilities (water, sewer, drainage, traffic, and schools if residential):

The City's Utilities Department states that the closest city water main is 8" and is found on Plymouth Ave. The closest sewer main is also found on Plymouth Ave. or Heritage Place,

with a 6" force main that runs along Plymouth Ave. and an 8" gravity sewer system in Heritage Place.

Due to the proposed use and size, a Traffic Impact Analysis was not required, as the proposed density would not trigger more than 1,000 average daily trips. During the preliminary plat review, traffic will be reviewed by the city and Volusia County for any necessary improvements that may be required to accommodate the additional traffic generated.

In a memo dated October 22, 2024, the Volusia County School Board issued a capacity determination letter which found that there is adequate capacity for the proposed project.

2. **Compatibility with Land Use and Other Elements:** The Future Land Use element requires that the subject property be consistent with surrounding development. The Comprehensive Plan describes the Medium-Density Residential land use designation as being typified by detached and attached moderate density housing types, serving as a transitional area between high-density residential and low-density residential land use with a maximum density of 12 dwelling units per acre. The development should provide recreation and open space through the clustering of dwelling units. It should be located in areas where more intense uses would not be compatible with the surrounding area.

   To the north and west of the subject property is the Hunter's Creek PD, known as the Lexington Club and Hunter's Creek apartments, with a maximum density of 16 dwelling units per acre. To the south is the Heritage Place single-family residential subdivision, with a land use designation of Low-Density Residential (LDR), allowing a maximum of 5.8 dwelling units per acre. To the west is the Trinity United Methodist Church, and to the east is the DeLand Commercial Properties PD (Putterman Athletics, a manufacturer of recreational products for athletic facilities).

3. **Future Land Use Map:** The proposed change in the land use designation to Medium-Density Residential (MDR) will be shown on the revised Future Land Use Map.

4. **Location of Lakes, Floodplains, and Wetlands:** The property does not contain bodies of water, nor is it located within a floodplain.

5. **Analysis of Natural Resources:**
   - ***a.*** *Soil types:*
     DeLand Fine Sand, 0-5% slope.
   - ***b.*** *Presence of Endangered Species*: None known at this time. A full report will be required with the submittal of an application for development of the property.

6. **Existing and Future Impact upon Infrastructure Capacity:**

   - ***a.*** *Water* – The City's Utility Department indicates sufficient water supply is available for the proposed land use designation. The City's Utilities Department determined the closest City water main is an 8-inch water main running along W. Plymouth Ave. The fully engineered plans and final determination will be reviewed at the time of preliminary plat.

b. *Sewer* – The City's Utility Department has indicated sufficient existing capacity. The closest city sewer main is also located W. Plymouth Ave. as a 6-inch force main, as well as an 8-inch gravity sewer system located in Heritage Place (south). The fully engineered plans and final determination will be reviewed at the time of preliminary plat.

c. *Drainage* – The City adheres to the County's standard to retain for the 100-year frequency, 24-hour storm event for landlocked basins. Stormwater capture for future development will be addressed on-site and will be further evaluated at the time of preliminary plat.

d. *Solid Waste* – Solid waste services are available for the property.

e. *Transportation* – The proposed use of the property is for residential use.

In order to estimate traffic generation by development on the subject property, Staff must make projections for the most intense type of development allowed under the existing and proposed land use designations. Development under the most intensive of the uses allowed under the current land use designation of Volusia County Urban Low Intensity (ULI) must be compared with the most intensive use proposed under the City's Medium-Density Residential (MDR) designation.

The Volusia County Urban Low-Intensity land use designation allows a maximum density of 4 dwelling unit per acre; and with the most-intense allowable residential use, the property would currently be permitted to yield up to 40 units and would generate **377** calculated trips per day according to Trip Generation by the Institute of Transportation Engineers. (11^{th} ed.)

DeLand's Medium-Density Residential land use designation allows for a maximum residential density up to 12 dwelling units per acre. If the land use amendment is approved, the 10.14 acres of property could yield as many as 121 units.The traffic generation will be calculated based on the ITE Trip Generation manual. Assuming the maximum density, 12 dwelling units per acre, the 10.14 acres of property would generate **816** calculated trips per day at build-out.

7. **Impact upon Recreation and Open Space:** Future residential development of the site may have a demand for new recreation that will be addressed with the preliminary plat application.

8. **New Public Facilities Needed to Serve Land Use:** Per the feasibility analysis completed by staff, no need for new public facilities is anticipated.

9. **Impact Upon Existing Facilities:** Any future development on this site will be required to manage its own stormwater, based on retaining for the 100 year/24-hour storm event, and it will be further reviewed as part of the preliminary plat submittal.

10. **Impact upon Ability of the City to Fund Capital Improvements:** The development should not create an additional impact upon the City's ability to fund the projects listed in the adopted Five-Year Capital Improvement Program.

11. Impact upon Adopted Five-Year Schedule in Capital Improvements Element: The proposed land use amendment will not require revision to the City's adopted Five-Year Capital Improvement Program.

12. Compatibility with Existing Zoning Classification: The existing zoning classification will be amended upon approval of the land use amendment to a classification permitted by the new land use designation. A concurrent application for a PD rezone is accompanying this application. The proposed Delaney PD is compatible with the Medium-Density Residential land use designation.

13. Will the proposed land use change impact schools? The applicant has provided a current Finding of Adequate Capacity letter from the Volusia County School Board, determining that capacity is available for the proposed land use. At the time of the preliminary plat, the applicant will be required to reserve said capacity and submit an approval letter from the school board at that time.

14. How does this proposal fit with the guidelines developed for DeLand 2050 Vision and the City's Strategic Plan?

a. Located in the Urban Core (Category 2) and within Overlay 2 (Activity Center) – i.e. "where the majority of the new, higher intensity growth will take place" and where a mix of uses are compatible with and include residential uses. – *Consistent; the increase in density is appropriate based on the surrounding properties and location.*

b. DeLand Strategic Plan: "To manage growth, the city will institute a number of smart growth principles. For reasons of both community identity and governmental efficiency, an annexation strategy is required which will 'square off' the city's boundaries". The urban core is the key area to focus development, maintaining a strong job base and taking advantage of existing infrastructure. Locating higher intensity along select corridors or major centers will encourage transit and lessen traffic congestion. – *Consistent; subject property is located within the Urban Core, as shown on the DeLand 2050 Land Use Map. The increase in density is appropriate for the location of higher intensity residential uses as it is located along a collector road, across from the Lexington Apartments and near employment areas such as the hospital.*

E. CONCLUSION: The facility analysis presented in the above sections suggests the proposed land use should not cause any of the City's facilities to degrade below the adopted or current operational level of service (LOS). The proposed land use designation, Medium-Density Residential, is consistent with the surrounding area, and is not expected to create any land use incompatibilities.

F. STAFF RECOMMENDATION: Staff recommends that the Planning Board forward the request to the City Commission with a recommendation of approval of the proposed amendment of the subject property's future land use designation to the City's Medium-Density Residential.

G. VGMC INFRASTRUCTURE IMPACT ASSESSMENT:

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

The following seven public facilities and services were examined: (Table 4)

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

Table 4. Impact Analysis (Theoretical Max.)

Development Variable	**EXISTING** Future Land Use	**PROPOSED** Future Land Use	Net Change
	Theoretical Maximums		
Permitted Density/Intensity	4 du/acre	12 du/acre	+8 du/acre
Dwelling Units	40	121	+81
Non-residential Sq. Ft.	N/A	N/A	N/A
1. Population	98	295	+197
2. PM Peak Hr. Trips/Daily Trips	38 peak/377 ADT	69 peak/816 ADT	+31/+439
3. Sanitary Sewer (gallons/day)	8,000	24,200	+16,200
4. Potable Water (gallons/day)	12,000	36,000	+24,300
5. Solid Waste (pounds/day)	315	947	+632
6. Stormwater Drainage	N/A	N/A	N/A
7. Recreation/Open Space	.69	2.07	+1.38

Notes:

1. Population: 2.44 persons per household (per 2020 Census)
2. Transportation: ITE Trip Generation Manual, 11th Edition: PM PEAK HR rate RM (240): 0.57 trips per unit; ADT rate RM (240): 7.12 trips per day per unit
3. Sanitary Sewer: 200 GPD per Equivalent Residential Unit; 0.10 GPD per sq. ft. commercial use
4. Potable Water: 300 GPD per Equivalent Residential Unit; 0.10 GPD per sq. ft. commercial use
5. Solid Waste 3.21 pounds per person per day; 10 lbs. per 1,000 sq. ft. non-residential development per day
6. Stormwater Drainage: LOS Standard 25-yr, 24-hr event. Drainage system to be designed to meet the req. of the LDC during subdivision or site plan review.
7. Rec. & Open Space: 7 acres/1,000 persons (0.007 acres/person)

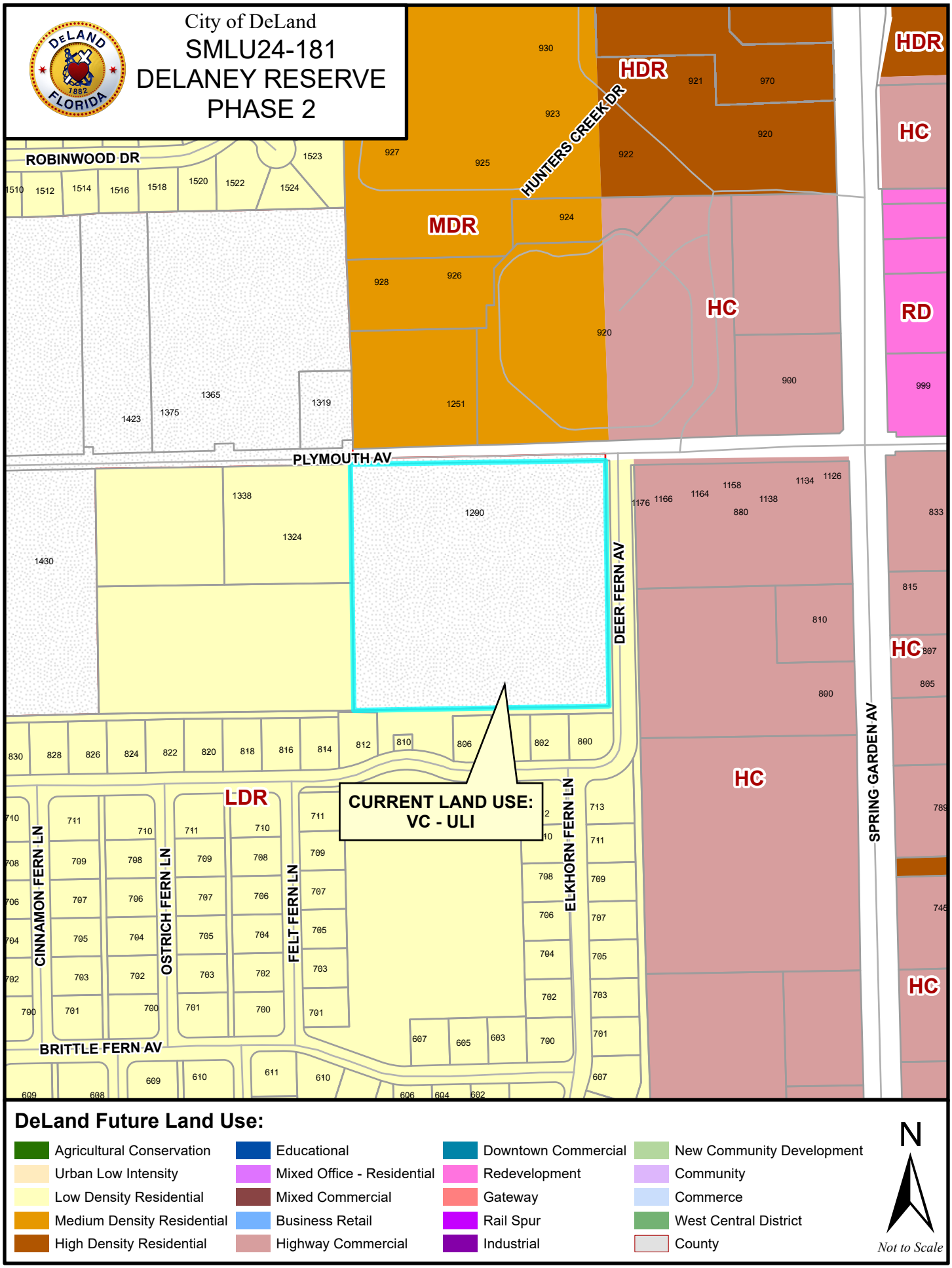
The proposed amendment results in increased impacts to all public infrastructure and services based on the theoretical maximum impact analysis.

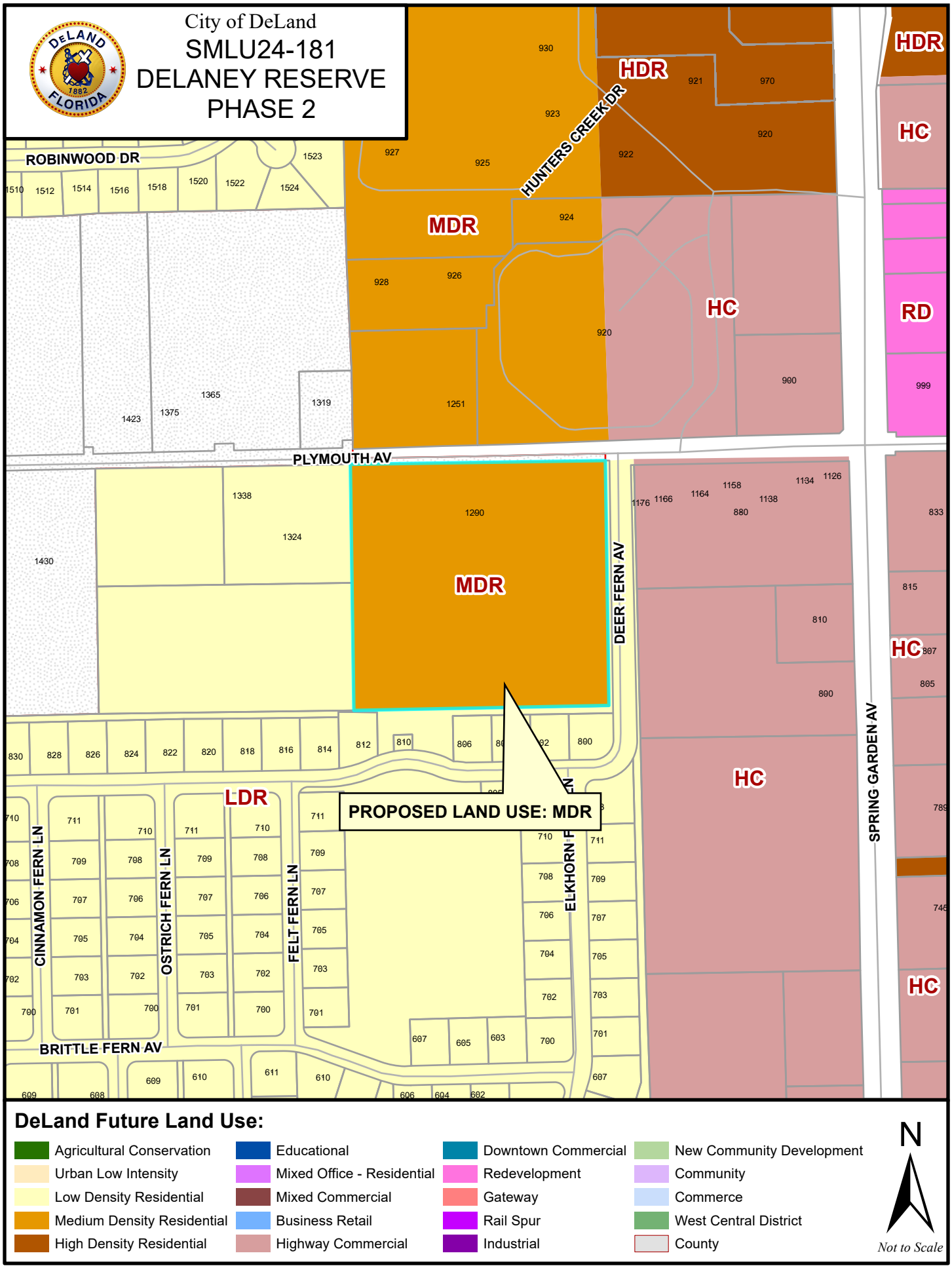
NARRATIVE FOR DELANEY RESERVE PH 2

PUD REZONING, SMALL-SCALE COMP PLAN AMENDMENT

AND ANNEXATION

The subject property is currently in unincorporated Volusia County, but is included in the City of DeLand's utility service area and is shown as part of the planned urban core (Category 2) in the current DeLand 2050 plan. In order to proceed with potential development, annexation is required. In regard to the proposed Medium Density Residential land use classification, the property is adjacent to property that is designated as Highway Commercial, to the east, Medium Density Residential, to the north, and Low Density Residential to the south and west. The applicant is requesting a simultaneous rezoning to Planned Unit Development that will authorize the development of a townhome community. Townhomes are an appropriate transitional housing density between the apartment and townhome development (Lexington Club) to the north, existing commercial development to the east (Putterman Athletics), a planned house of worship to the west (Trinity Methodist Church) and the Heritage Place single family development to the south.


City of DeLand
SMLU24-181
DELANEY RESERVE
PHASE 2
HDR
HC
RD
MDR
LDR
ROBINWOOD DR
HUNTERS CREEK DR
PLYMOUTH AV
DEER FERN AV
SPRING GARDEN AV
CINNAMON FERN LN
OSTRICH FERN LN
FELT FERN LN
ELKHORN FERN LN
BRITTLE FERN AV
CURRENT LAND USE:
VC - ULI
DeLand Future Land Use:
Agricultural Conservation
Urban Low Intensity
Low Density Residential
Medium Density Residential
High Density Residential
Educational
Mixed Office - Residential
Mixed Commercial
Business Retail
Highway Commercial
Downtown Commercial
Redevelopment
Gateway
Rail Spur
Industrial
New Community Development
Community
Commerce
West Central District
County
N
Not to Scale


City of DeLand
SMLU24-181
DELANEY RESERVE
PHASE 2
HDR
HC
RD
MDR
LDR
PROPOSED LAND USE: MDR
ROBINWOOD DR
HUNTERS CREEK DR
PLYMOUTH AV
DEER FERN AV
SPRING GARDEN AV
CINNAMON FERN LN
OSTRICH FERN LN
FELT FERN LN
ELKHORN FERN LN
BRITTLE FERN AV
DeLand Future Land Use:
Agricultural Conservation
Urban Low Intensity
Low Density Residential
Medium Density Residential
High Density Residential
Educational
Mixed Office - Residential
Mixed Commercial
Business Retail
Highway Commercial
Downtown Commercial
Redevelopment
Gateway
Rail Spur
Industrial
New Community Development
Community
Commerce
West Central District
County
N
Not to Scale

VOLUSIA COUNTY SCHOOLS

Carmen J. Balgobin, Ed.D
Superintendent of Schools

School Board of Volusia County

Ms. Jamie M. Haynes, Chairman
Mrs. Anita Burnette, Vice Chairman
Mr. Ruben Colón
Mr. Carl Persis
Mrs. Jessie Thompson

School Adequate Capacity Determination
Finding of Adequate Capacity Letter

October 22, 2024

Mr. Mark A. Watts, Esq
Cobb Cole
231 N woodland Blvd
DeLand, FL 32720

RE : Delaney Reserve Ph 2 – City of DeLand
School Concurrency Case # 24-08-26-001-A

Dear Mr. Watts:

The County Charter requires any Comprehensive Plan Amendment or Rezoning that allows increased residential density to be effective only when adequate public schools can be timely planned and constructed to serve the projected increase in student population. The district uses this requirement as the guiding principle behind the school adequate capacity review.

District staff reviewed the information for the proposed project known as Delaney Reserve Ph 2 associated with 10.14 +/- acres of property located at or near the intersection of W Plymouth Ave and N Spring Garden Ave within DeLand city limits. The proposed project would provide eighty (80) multi-family townhome units.

The district uses a countywide Student Generation Rate (SGR) of (0.137) per multi-family dwelling unit to calculate projected students. By applying the SGR to the use types in Table 1 below, the project could generate eleven (11) full time students.

Table 1

UNIT TYPE	SGR	UNIT COUNT	STUDENTS GENERATED
Single Family Dwelling Unit	0.258	0	0
Multifamily Dwelling Unit	0.137	80	11
Manufactured Home Dwelling Unit	0.052	0	0
	Total	**80**	**11**

When performing an adequate capacity review (Table 2, next page), district staff evaluates the effects of the proposed change compared to any remaining permanent capacity within the impacted schools, up to 100%. The projected increase in student population may be over 100% if there are plans to serve increased student population in that planning area within the long-term planning horizon. A finding of adequate capacity may be issued in either case.

Adequate Capacity Review

Table 2

Schools	SY 2024/25 Enrollment	% of Permanent Capacity	Plans for Capacity Increase Long-Term	Traditional K-12 students projected
Citrus Grove Elementary	733	**117%**	No	4
Southwestern Middle	664	86%	No	2
West CSA (DeLand High)	2,956	115%	No	4
Other				1

The student projections generated by this project **will** increase the existing percentage above 100% permanent capacity at the elementary and high school levels. At the high school level, the concurrency service area (CSA) for DeLand High is at or over 100% but below 120% for level of service (LOS) standards. However, at the elementary school level, the CSA for Citrus Grove Elementary is at or over 115% for LOS standards. A secondary capacity review is therefore required (Table 3).

Secondary Capacity Review

Table 3

Schools	Adopted LOS	SY 2023/24 Enrollment	Existing LOS w/ Adq	Students Generated by Request	Result LOS
Citrus Grove Elementary	115%	733	116%	4	**117%**
Woodward Avenue Elementary	115%	538	104%	-	104%
Elementary CSA Average					111%

A secondary capacity review evaluates whether there is sufficient capacity available in an adjacent CSA. In this case, the CSA for Woodward Avenue Elementary has been identified as a valid adjacency per the policies and conditions established by the School Board. As the average LOS of 111% for both schools falls below mitigation thresholds, the school district has no objections to the proposed development plan.

Minimum planning considerations should include pedestrian and vehicular access, safety, connectivity, and buffering. Additional considerations, particularly for gated and muti-family communities, include accessibility for school buses, by ensuring a turn radius of at least 60 feet at all entrances and exits, and the inclusion of dedicated pickup/drop off sites.

All future development orders, such as site plans and subdivisions, are subject to school concurrency review. School concurrency will be evaluated at the time when the impact of development is specifically quantified and known. Only funded school improvements and then current capacity will be considered at that time.

No student reservations have been made at this time.

Please note the School Board has the right to adjust the attendance boundaries to balance the student enrollment populations at these area schools. Consequently, students generated from this project may not attend the current assigned schools.

Should you need additional information, please contact me at (386) 947-8786, extension 50802.

Sincerely,

James F. Roberts
Specialist, Planning & GIS

CC: Carmen J. Balgobin, Ed.D, Superintendent of Schools
Ron Young, Director of Planning & Construction
Robert J. Voges, Ed.S, Planning Coordinator
Belinda Williams-Collins, AICP, Senior Planner, City of DeLand

VOLUSIA COUNTY SCHOOLS

Finding of Adequate School Capacity

VOLUSIA COUNTY SCHOOL BOARD

Project Information	
Project Name	Delaney Reserve Ph 2
VCSB Project #	**24-08-26-001-A**
Jurisdiction Project #	
Parcel ID Numbers	7007-00-00-0030
Project Location	W Plymouth Ave and N Spring Garden Ave
Potential Residential Units	80 Multi-Family Units
Property Owner/Applicant	Mr. Mark A. Watts, Esq - Cobb Cole
Notes: Additional review will be required at the time of subdivision/site plan submittal(s). No Student Reservations have been made.	

Based upon the Findings of Fact, pursuant to School Board Policy 612 and Section 206 of the County Charter, the school district has determined at this time that school capacity is adequate to serve the proposed increase in residential density. This Finding shall constitute competent substantial evidence that adequate public school capacity is likely to be available at the time it is required to serve the planned new development.

Capacity is <u>not</u> being reserved with this Finding unless otherwise noted on this document. This Finding of Adequate School Capacity allows this subject project to continue through the Comprehensive Plan Amendment and/or rezoning process; however, it may be subject to additional school capacity review in the future.

James F. Roberts
Specialist, Planning & GIS

October 22, 2024
Issue Date

Created: 9/2007
Owner: Facilities Services

2007-073-VCS
Print Locally

LTG Engineering & Planning

Via email: (megan.wilbur@ddcmgmt.com)

Ref: 6329.01

TECHNICAL MEMORANDUM

To: Megan Wilbur

From: Matthew West, AICP

Subject: DeLand Trinity – Comprehensive Plan Amendment (CPA)
DeLand, FL

Date: July 31, 2024

INTRODUCTION

LTG, Inc. (LTG) has been retained by CAP 5 Development, LLC to conduct traffic engineering and transportation planning services on behalf of the proposed future land use change for the DeLand Trinity development. The proposed Comprehensive Plan Amendment (CPA) will change the future land use designation of a 10-acre property from county Urban Low Intensity (ULI) to city Medium Density Residential (MDR). The DeLand Trinity development will be located in the southwest corner of the intersection of Plymouth Avenue and Deer Fern Avenue in DeLand, Florida. A concept plan is attached as Exhibit A.

The methodology and procedures used in this analysis are consistent with the guidelines for Volusia County, the City of DeLand, the Florida Department of Commerce, and the Florida Department of Transportation (FDOT).

TRIP GENERATION FOR THE EXISTING & PROPOSED FLU DESIGNATIONS

The trip generation was determined using the Institute of Transportation Engineers (ITE) document, Trip Generation Manual, 11th Edition. The total daily, AM peak hour, and PM peak hour trips for the existing and proposed future land use (FLU) designations are shown in Tables 1 and 2, respectively.

First, the existing county ULI designation was examined. Based on the ULI maximum allowable density, four (4) dwelling units per acre, on eight (8) acres and the permitted Neighborhood Convenience maximum gross leasable area, 8,500 square feet (with no one use exceeding 5,000 square feet), on two (2) acres, a maximum development program of thirty-two (32) dwelling units and 8,500 square feet of commercial is permitted. Single-Family Detached Housing (ITE code 210), Strip Retail Plaza (<40k) (ITE code 822), and Convenience Store (ITE code 851) were utilized as the highest trip-generating uses for the existing county designation. As indicated in Table 1, the existing county FLU would generate 4,542 daily, 347 AM peak hour, and 303 PM peak hour trips.

Next, the proposed city MDR designation was examined. Based on the MDR maximum allowable density, twelve (12) dwelling units per acre, on ten (10) acres, a maximum development program of one hundred and twenty (120) dwelling units is permitted. Single-Family Attached Housing (ITE code 215) was utilized as the most appropriate trip-generating use for the proposed city designation. As indicated in Table 2, the proposed city FLU would generate 864 daily, 57 AM peak hour, and 68 PM peak hour trips.

Table 1
Existing FLU Total Trip Generation
DeLand Trinity – CPA

Time Period	Land Use	Land Use Code	Trip Rate Equation	Size	Units	Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips
Daily	Single-Family Detached Housing	210	Ln(T)=0.92Ln(X)+2.68	32	DU	50%	50%	177	177	354
	Strip Retail Plaza (<40k)	822	T=42.2(X)+229.68	3.5	KSF	50%	50%	189	188	377
	Convenience Store	851	T=762.28(X)	5	KSF	50%	50%	1,906	1,905	3,811
							Totals:	**2,272**	**2,270**	**4,542**
AM Peak Hour	Single-Family Detached Housing	210	Ln(T)=0.91Ln(X)+0.12	32	DU	25%	75%	7	19	26
	Strip Retail Plaza (<40k)	822	T=2.36(X)	3.5	KSF	60%	40%	5	3	8
	Convenience Store	851	T=62.54(X)	5	KSF	50%	50%	156	157	313
							Totals:	**168**	**179**	**347**
PM Peak Hour	Single-Family Detached Housing	210	Ln(T)=0.94Ln(X)+0.27	32	DU	63%	37%	21	13	34
	Strip Retail Plaza (<40k)	822	T=6.59(X)	3.5	KSF	50%	50%	12	11	23
	Convenience Store	851	T=49.11(X)	5	KSF	51%	49%	125	121	246
							Totals:	**158**	**145**	**303**

Table 2
Proposed FLU Total Trip Generation
DeLand Trinity – CPA

Time Period	Land Use	Land Use Code	Trip Rate Equation	Size	Units	Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips
Daily	Single-Family Attached Housing	215	T=7.62(X)-50.48	120	DU	50%	50%	432	432	864
AM Peak Hour	Single-Family Attached Housing	215	T=0.52(X)-5.7	120	DU	25%	75%	14	43	57
PM Peak Hour	Single-Family Attached Housing	215	T=0.6(X)-3.93	120	DU	59%	41%	40	28	68

TRIP GENERATION DIFFERENCE BETWEEN THE EXISTING & PROPOSED FLU DESIGNATIONS

The trip difference between the existing county ULI designation and the proposed city MDR designation is determined by subtracting trips generated by the proposed city designation from the trips generated by the existing county designation. As indicated in Table 3, this results in a potential trip decrease of 3,678 daily, 290 AM peak hour, and 235 PM peak hour trips.

Table 3
Difference in Trip Generation
DeLand Trinity – CPA

Time Period	Designation		Trip Difference
	Existing	Proposed	
Daily	4,542	864	-3,678
AM Peak Hour	347	57	-290
PM Peak Hour	303	68	-235

CONCLUSION

The study was conducted to evaluate the potential impact the proposed CPA would have on area roadways. Based on this analysis, there would be a net decrease in potential trip generation. Concurrency and any required mitigation to support a proposed development plan will be assessed in greater detail during the final development permitting process.

Attachments:
Exhibit A – Concept Plan

I affirm, by affixing my signature below, that the findings contained herein are, to my knowledge, accurate and truthful and were developed using current procedures standard to the practice of professional planning.

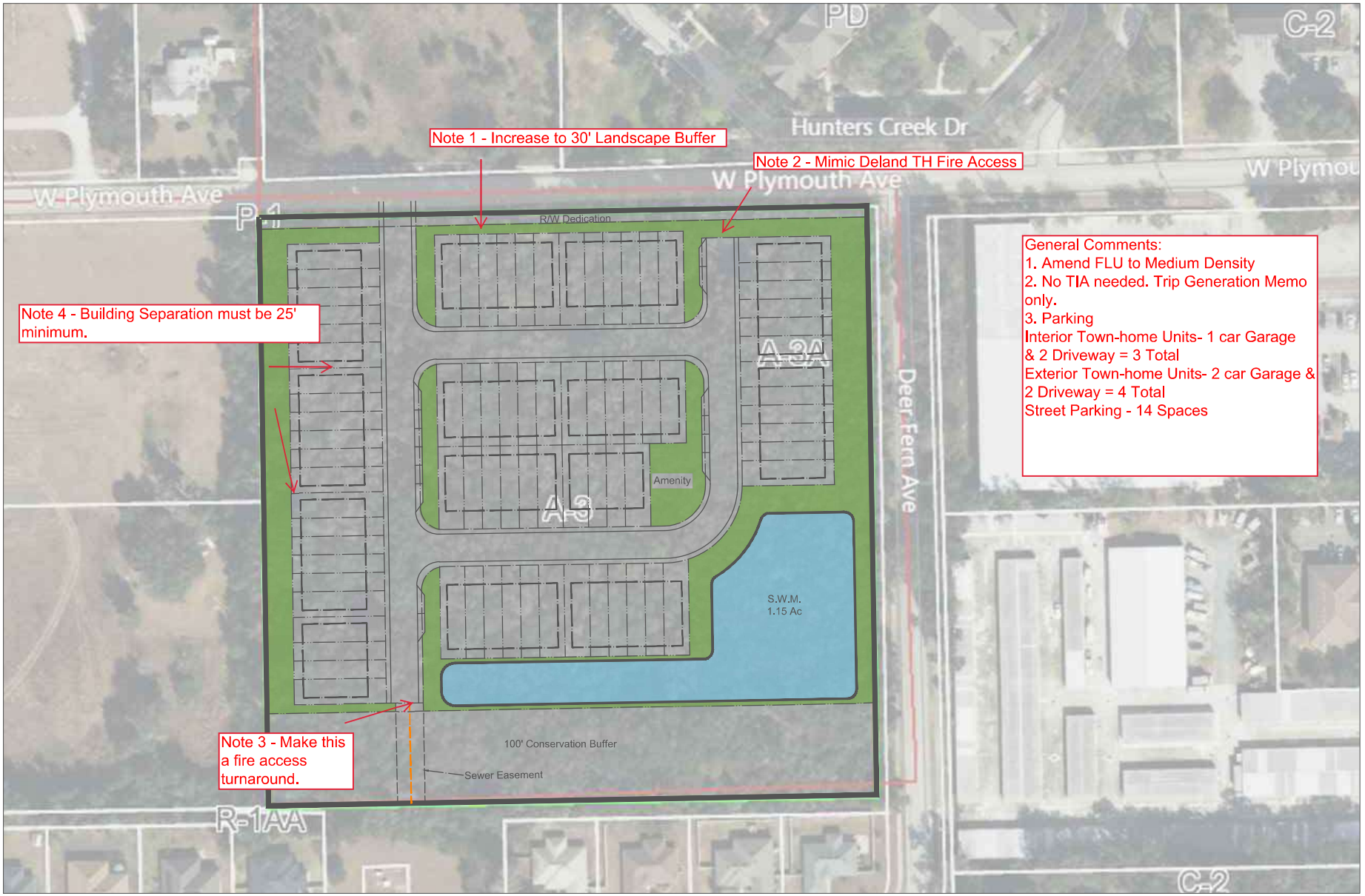
Name: Matthew West, AICP

Signature: _____

Date: July 31, 2024

LTG Engineering & Planning

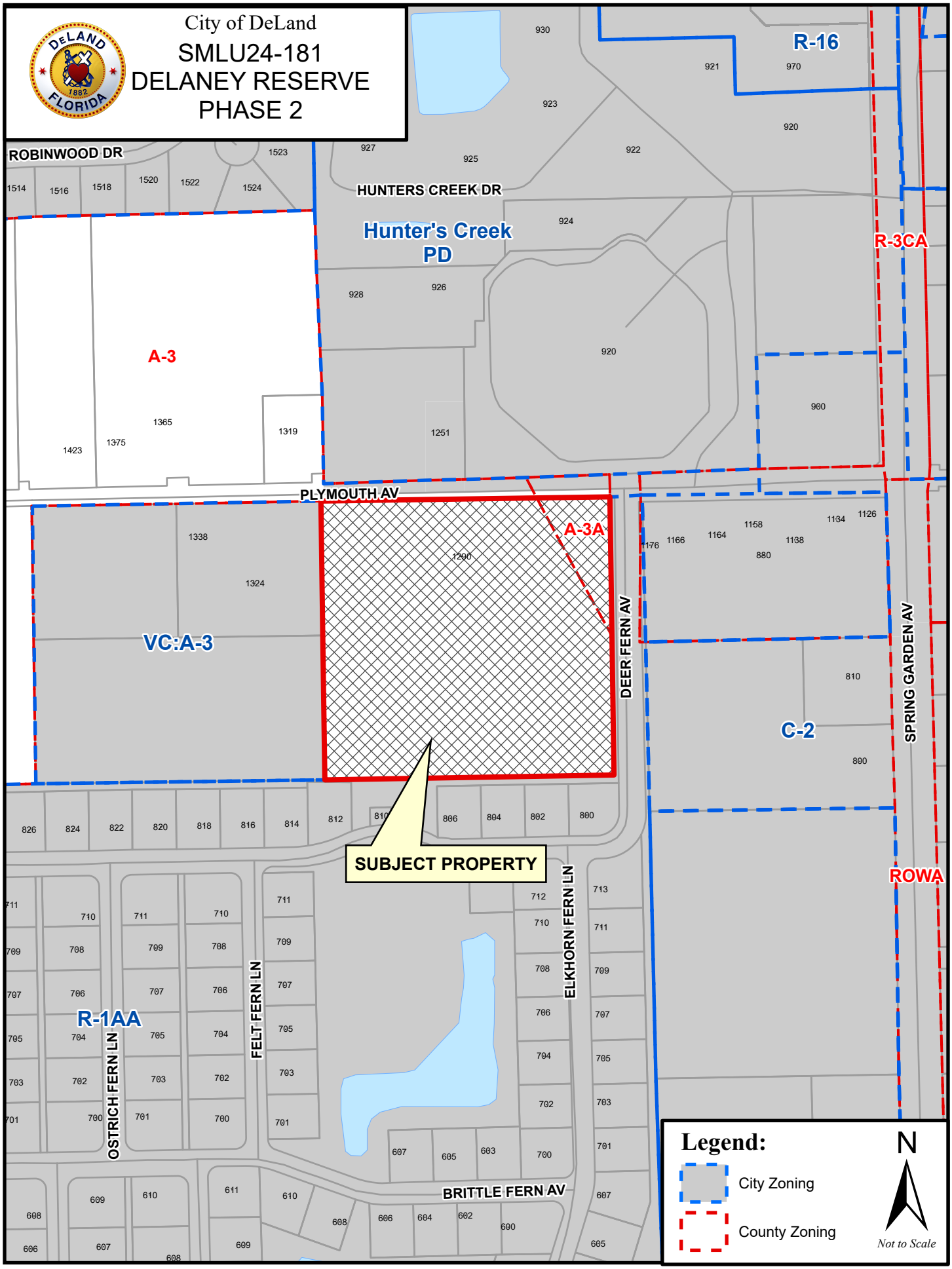
EXHIBIT A
CONCEPT PLAN



SCALE: 1" = 100'

80 Lots

City of DeLand
SMLU24-181
DELANEY RESERVE
PHASE 2
PD
A-3
A-3A
VC:A-3
R-1AA
C-2
PD
PD
R-3CA
ROWA
PLYMOUTH AV
DEER FERN AV
HUNTERS CREEK DR
SPRING GARDEN AV
BRITTLE FERN AV
OSTRICH FERN LN
FELT FERN LN
ELKHORN FERN
SUBJECT PROPERTY
Legend:
City Zoning
County Zoning
N
Not to Scale


City of DeLand
SMLU24-181
DELANEY RESERVE
PHASE 2
ROBINWOOD DR
HUNTERS CREEK DR
Hunter's Creek PD
R-16
R-3CA
A-3
A-3A
VC:A-3
C-2
R-1AA
ROWA
PLYMOUTH AV
DEER FERN AV
SPRING GARDEN AV
ELKHORN FERN LN
FELT FERN LN
OSTRICH FERN LN
BRITTLE FERN AV
SUBJECT PROPERTY
Legend:
City Zoning
County Zoning
N
Not to Scale

CITY OF DELAND
Request for Commission Action
June 16, 2025

SUBJECT: Request to Continue the First Reading of Ordinance Changing the Zoning for ±10.14 Acres of Property, Located at 1290 West Plymouth Avenue, from Volusia County A-3 and A-3A to City of DeLand Planned Development (Delaney Trinity Reserve Planned Development).

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Continuation Memo, Z24-179 Delaney PD Agreement- (updated 5-6-25), Z24-179 PD Concept Plan - 03.25.2025, Z24-179 Elevations, Z24-179 - 3D Landscape Plan Rendering, Z24-179 - 3D Amenity Rendering, Z24-179 Survey, Z24-179 Staff Report, Z24-179 Narrative, Z24-179 Aerial, Z24-179 Zoning, Z24-179 TIA Exemption Memo, Z24-179 VCPS Cert of Capacity Delaney

APPROVED BY: Michael Grebosz, Asst. City Manager, June 11, 2025

SUMMARY/HIGHLIGHT:

The applicant is requesting to rezone approximately 10.14 acres of property located at 1290 W. Plymouth Ave. The current zoning designations are Volusia County A-3 and A-3A (transitional agriculture) and the applicant is proposing a rezone to the Delaney Trinity Reserve PD (planned development). The proposed development consists of 13 buildings with a total of 74 townhome units, each 2-stories tall. Each end unit will have a 2-car garage/driveway and each interior unit will have a single-car garage and 2-car driveway. The applicant is exceeding the minimum parking requirement of 185 spaces, by providing 248 spaces total and all parking will be contained on the lots.

The concept plan shows a Tree Preservation Area that serves as a buffer between the existing neighborhood to the south and the new townhome units, and overall the development will include 17.3% tree preservation area. The development will provide 1.47 acres of amenities such as a playground and shared open space that includes a pedestrian pathway leading to the amenity area. As shown in the elevations, a variety of paint colors and façade finishes are used to differentiate each building, with alternating rooflines, garage overhangs and exterior textures. Sidewalks are included on both sides of all internal roadways, facilitating pedestrian access throughout the site. Additionally, the landscape design will serve environmentally friendly functions, including, but not limited to, cooling, privacy screening, runoff pollution prevention and other best management practices of low-impact development standards. Stormwater will meet the required 100 yr 24 hr storm retention and also provide dark sky lighting.

On May 14, 2025, the Planning Board voted to unanimously approve the rezone. At the meeting, the Board voiced concern regarding school capacity, proposed length of the driveway of 20 feet and no on-street parking be provided. Members of the public had concerns about traffic, the the impact to wildlife on the property and ADA-compliance.

This is a request for continuance to the July 7, 2025, City Commission meeting.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Institute Smart Growth Principles.

SUSTAINABILITY:

Amending the zoning designation of this property and outlining the development parameters will permit development for residential purposes that align with the city's development requirements and will enable the city to continue active pursuit of its vision and strategic plan.

FISCAL IMPACT:

Residential development of this property, and inclusion of the residential units onto the city's tax rolls will increase funds for city services.

RECOMMENDATION:

Requested continuance to the July 7, 2025, City Commission meeting.

BACKGROUND/DISCUSSION:

According to the 2050 Vision, the parcel is located within Category 2, "Urban Core". The Urban Core is described as being a location where the majority of new growth will take place. The proposed Delaney Trinity Reserve PD fits in with the mix of residential uses nearby, providing a multi-family development to serve the current and future residents of the City of DeLand.

Planning Department

Memorandum

TO: City Commission

DATE: June 16, 2025

FROM: Kendall Story, CNU-A

SUBJECT: Request to Continue First Reading of Ordinance Changing the Zoning for Approximately 10.14 Acres of Property, Located at 1290 W. Plymouth Ave. (Delaney Trinity Reserve).

==========

The applicant, Mark Watts with CobbCole, requested to continue the above-referenced application from the June 16, 2025, City Commission meeting to the July 7, 2025, City Commission meeting.

PLANNED DEVELOPMENT AGREEMENT

IN THE CITY COMMISSION OF THE

CITY OF DELAND, FLORIDA

IN RE: Z-24-179, Application of

CAP 5 DEVELOPMENT, LLC

ORDINANCE # 2025 - _____

ORDER AND RESOLUTION

GRANTING A REQUEST FOR CHANGE OF ZONING FROM COUNTY A-3 & A-3A TO

DELANEY TRINITY RESERVE PD

The application of Cap 5 Development, LLC, hereinafter, "Applicant", for rezoning was heard by and before the City Commission, DeLand Florida, on _____. Based upon the verified Application and other supporting documents, maps, charts, overlays, other evidence and instruments; the advice, report, and recommendations of the Community Development, and other Departments and agencies of DeLand, Florida; and the testimony adduced and evidence received at the Public Hearing on this Application by the Planning Board on _____, and otherwise being fully advised, the City Commission does hereby find and determine as follows:

GENERAL FINDINGS

A. That the application of Cap 5 Development, LLC was duly and properly filed herein on _____, 20___ as required by law.

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

C. That the applicant is the contract purchaser/developer of the 10.14 +/- acre parcel of land which is situated in DeLand, Florida. This parcel of land is described more particularly in the survey and legal description, a true copy of which is attached hereto as Exhibit "A".

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

E. That the owner of the property, Trinity United Methodist Church, DeLand, Florida, Inc., agrees with the provisions of the Development Agreement.

FINDINGS REGARDING REZONING

A. That the Applicant has applied for a change of zoning from the present zoning classification of the parcel described in Exhibit "A" from A-3 & A-3A to DDCM DELANEY TRINITY RESERVE PD (Planned Development).

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

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY OF DELAND, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE CITY COMMISSION CHAMBERS, 120 SOUTH FLORIDA AVENUE, DELAND, FLORIDA, THIS _____ DAY OF _____, A.D., _____, AS FOLLOWS:

A. That the Application of Cap 5 Development, LLC for the rezoning of the subject parcel is hereby granted.

B. That the zoning classification of the subject parcel described in Exhibit "A" attached hereto is hereby amended to DELANEY TRINITY RESERVE PD as described in Article VII of the City of DeLand, Land Development Regulations Ordinance No. 2013-

11, as amended.

C. That the Official Zoning Map of the City of DeLand, is hereby amended to show the rezoning of said parcel to DELANEY TRINITY RESERVE PD.

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

E. Unless otherwise provided for herein the City of DeLand, Land Development Regulations Ordinance No. 2013-11, as amended, shall apply to the PD in the same manner as the R-12 zoning classification.

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

DEVELOPMENT AGREEMENT

A. Development Concept The property shall be developed as DELANEY TRINITY RESERVE PD, substantially in accordance with the Planned Development Plan. The Planned Development Plan shall govern the development of the property as a PD and shall regulate the future land use of this parcel(s).

B. Planned Development Plan. The Planned Development Plan shall consist of the Development Plan Map prepared by CESO, Inc. and dated March 25, 2025, is hereby approved and incorporated in this Ordinance by reference as Exhibit “B”. The Planned Development Plan shall be filed and retained for public inspection in the Planning Department, and it shall constitute a supplement to the Official Zoning Map of the City of DeLand.

C. Amendments. All amendments of the Planned Development Plan shall require the review and recommendation of the Planning Board and action by the City Commission in the same manner as a rezoning of the parcel. No administrative amendments may be authorized.

D. Subdivision Approval. After the Planned Development Plan is recorded, and prior to any construction, including clearing and landfill, a preliminary and/or a final plat of the area to be subdivided shall be submitted for review and approval in the manner required by Article 13 of the City of DeLand Land Development Regulations, Ordinance

No. 2013-11, as amended.

E. Unified Ownership. The applicant or his successors shall maintain unified ownership of the individual phases of the subject parcels until after issuance of the Final Subdivision Plat Development Order for a particular phase.

F. Phases of Development. The project may be developed in one or more phases, and the phases may occur in any order. Grading may occur per phase. No burning shall be permitted on site. No vertical construction materials or combustibles may be stored onsite until the utilities and roads have been inspected and approved by utilities/engineering and fire prevention.

G. Land Uses Within PD. The development of the parcel (s) shall be consistent with the uses prescribed for the proposed DELANEY TRINITY RESERVE PD. The location & size of said land use areas are shown on the Development Plan Map, attached hereto as Exhibit “B”. The following land uses shall be allowed as permitted principal uses and structures along with their customary accessory uses and structures:

Permitted Uses:

Townhouses.
Mini and neighborhood parks.
Community uses including but not limited to clubhouse, cabana, dog park, community garden, and bicycle racks
Sheds, gazebos or other typical accessory structures.
Amenities:
Gazebo

Dog Park

Playgrounds

H. Development Standards. All development for the property shall rely upon the standards set forth below:

1.	Minimum lot area:	1,000 sq. ft.
2.	Minimum lot width:	20 ft.
3.	Minimum lot depth:	50 ft.
4.	Minimum Individual Unit Size:	500 sq. ft.
5.	Maximum Unit Count Per Building:	6 units
6.	Minimum Setbacks:	
	a. Front yard:	20 ft.
	b. Rear yard:	10 ft.
	c. Side yard:	0 ft.
	d. Spacing between buildings:	25 ft.
	e. Spacing between buildings: (rear to rear):	50 ft.
7.	Specialty Setbacks	
	a. Air Conditioning/Heating Units:	5 ft.
	b. Generators/Other Mech. Equip.:	5 ft.
	c. Eaves:	5 ft.
8.	Maximum building height:	35 ft.
9.	Landscape buffer requirements:	
	a. North:	25 ft. Type B
	b. South:	25 ft. Type C
	c. East:	25 ft. Type C
	d. West:	30 ft. Type C
10.	Maximum Impervious Surface Area:	70% of total site area
11.	Density:	
	a. Existing Allowable Density:	4 units/acre

b. Proposed Allowable Density: 12 units/acre

c. Proposed Density: 7.3 units/acre

12. Maximum Townhouse Unit Count: 74 units

13. Accessory Structures. Unless otherwise stated herein, all accessory structures shall meet the development standards of Section 33-28 of the Land Development Regulations Ordinance No. 2013-11, as amended.

14. Parking Standards. There will be two (2) parking spaces provided per unit. An additional 0.5 guest parking spaces per unit will be provided on the unit lot. Enforcement of parking and maintenance of the access road(s) shall be the responsibility of a centrally managed maintenance association.

15. Signage. Signage shall be provided per the Land Development Regulations. Monument signs identifying the development shall be placed at the entrances along Plymouth Avenue.

16. Open Space. Open space and/or Common Area shall meet the requirements of the Land Development Regulations except as otherwise expressed in this Development Agreement.

17. Tree Protection Area. 15% of the square footage of the total development shall be designated for the protection of trees.

18. Model Homes and Temporary Sales Offices. Construction of a model home and/or temporary sales office for a particular phase may commence prior to final plat approval, and all the infrastructure improvements for said phase have been approved and accepted by the City of DeLand. The City Engineer shall make the final determination on the acceptance and approval.

19. Alternate Building Design. No building shall be located next to or directly across the street from another building with the same design. The building design shall alternate to avoid repetition.

20. Fencing on Pedestrian Corridor. Fencing along all units that back onto the pedestrian corridor shall not exceed 3 feet in height and

shall be constructed of white vinyl or aluminum picket material.

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

I. Environmental Considerations. The development shall comply with the requirements for preservation of environmental resources as set forth in the Land Development Regulations Ordinance No. 2013-11, as amended. The development has been laid out in a manner to best accommodate the existing topography and drainage conditions identified on the property. However, the actual location and layout of the developed areas within the development shall be determined during subdivision and site plan review. In addition, all landscaping, including buffers, shall predominantly utilize Florida-Friendly Landscaping, as defined by the University of Florida/Institute of Food and Agricultural Sciences ("UF/IFAS") Center for Landscape Conservation and Ecology, native, or low-water plant material. The development shall include landscape designs such that plants will serve environmentally friendly functions including, but not limited to, cooling, privacy screening, shade, aesthetics, wildlife habitat, runoff pollution prevention, and directing traffic flow onto and within the community, such as low impact development standards. All mulching will be conducted in accordance with the most current version of the Florida Green Industries Best Management Practices (BMPs) handbook guidelines. Mowing in common areas shall be done in accordance with the most current version of the Florida Green Industries BMPs handbook and by certified landscaping contractors. Mowing adjacent to swales shall be performed such that no clippings are deposited into any swales or water bodies. All clippings that may have been deposited on impervious surfaces will be swept back into the vegetated area. All pesticide applications in common

areas shall be done by a certified professional in accordance with the most current version of the Florida Green Industries BMPs handbook.

a. Dark Sky Lighting: All lighting shall comply with International Dark Sky standards, except as otherwise permitted by City of DeLand Land Development Regulations Ordinance #2013-11, as amended. This type of lighting is specifically designed to reduce light pollution by restricting the amount of upward-directed light, avoiding glare, avoiding over-lighting, utilizing dimming and other appropriate lighting controls, and minimizing short-wavelength (bluish) light in the nighttime environment.

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

K. Stormwater Drainage. Provision for stormwater retention shall be in accordance with the Land Development Regulations Ordinance No. 2013-11, as amended. All stormwater retention systems will be designed to meet all required governmental regulations. Specifically, the stormwater retention shall be designed to accommodate a 100-year, 24-hour storm event, which shall be retained onsite.

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

1. Access. Access to the site will be from Plymouth Avenue. The Development Plan Map indicates the anticipated connection locations; however, the final locations may vary due to final engineering design and permitting considerations. No movement of the streets are allowed until approved by the fire prevention division of the City to ensure access. The development must always meet height/weight/slope and turning radius of apparatus.

2. Transportation System Improvements. Transportation system improvements will be provided as required by permitting agencies and as needed according to the Traffic Impact Analysis (TIA) for the project.

M. Internal Roadways. Internal roadways will be located as shown on the Development Plan Map. All internal roadways will be owned and maintained by the homeowner's association. In the event (temporary or permanent) secondary roadway access to the project is required, the secondary roadway shall be stabilized for emergency access and shall be maintained by the developer or turned over to a maintenance association. Sidewalks shall be located on both sides of all internal roadways and shall provide connectivity with adjacent development.

N. Homeowner's Owners Association. The applicant shall provide for a centrally managed maintenance entity to serve residents of the development and perform the ongoing duties set forth herein.

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

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

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

This Ordinance and all subsequent amendments shall be filed with the Clerk of the Court and recorded within forty-five (45) days following execution of the document by the City Commission, in the Official Records of Volusia County, Florida. One copy of the document, bearing the book and page number of the Official Record in which the document was recorded, shall be submitted to the Planning Department for placement in the public file. The date of recording of this document shall constitute the effective date of the DDCM DELANEY TOWNHOMES RESERVE PD or its subsequent amendments. The applicant shall pay all filing costs for recording documents.

DONE and ORDERED by the City Commission, City of DeLand, Florida, this ___ day of _____ (mo/yr).

ATTEST: City Commission of DeLand Florida

_____ _____

Michael P. Pleus
City Manager

Christopher M. Cloudman
Mayor

STATE OF FLORIDA
CITY OF DELAND

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this _____ day of _____ (mo/yr), by Michael Plues and Christopher M. Cloudman, as City Manager and Mayor, City of DeLand, respectively, on behalf of the City of DeLand, and who are personally known to me.

NOTARY PUBLIC, STATE OF FLORIDA
Type or Print Name:

_____

Commission No.:_____

My Commission Expires:_____

WITNESSES:

APPLICANT:
CAP 5 MANAGEMENT, LLC

_____

By:_____
Name: _____
Title: _____

_____
Printed Name

_____

_____
Printed Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20___, by _____ as _____ of CAP 5 MANAGEMENT, LLC, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

_____

Commission No.:_____

My Commission Expires:_____

EXHIBIT "A"
LEGAL DESCRIPTION

The Northwest ¼ of the Northeast ¼ of the Northeast ¼ of Section 7, Township 17 South, Range 30 East, Volusia County, Florida.

EXHIBIT “B”
DEVELOPMENT PLAN MAP

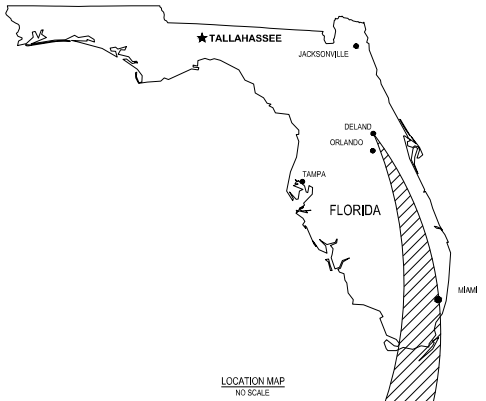
PLANNED DEVELOPMENT PLAN
FOR
DELANEY TRINITY RESERVE
BY
CAP 5 DEVELOPMENT, LLC

PARCEL: 700700000030
PLYMOUTH AVE
DELAND, FLORIDA

LEGAL DESCRIPTION (PER ORB 5057 PG. 3972):

THE NORTHWEST ¼ OF NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 7, TOWNSHIP 17 SOUTH, RANGE 30 EAST, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

SHEET LIST TABLE	
Sheet Number	Sheet Title
PD-1	COVER SHEET
PD-2	BOUNDARY SURVEY
PD-3	CONCEPT PLAN



LOCATION MAP
NO SCALE

PROJECT OWNER AND CONSULTANTS:

OWNER:
TRINITY UNITED METHODIST CHURCH DELAND FLORIDA, INC.
1401 NEW YORK AVE W, DELAND, FL 32720
PHONE: (386) 734-4425

ENGINEER:
CESO, INC.
1000 LEGION PLACE, SUITE 800
ORLANDO, FL 32801
PHONE: (407) 670-2305
CONTACT: GARRETT GEORGE, P.E.

DEVELOPER:
CAP 5 DEVELOPMENT, LLC
1000 LEGION PLACE, SUITE 800
ORLANDO, FL 32801
PHONE: (407) 670-2305
CONTACT: BRIAN MARTIN

LEGAL:
COBB COLE
231 NORTH WOODLAND BLVD
DELAND, FL 32720
PHONE: (386) 736-7700
CONTACT: MARK WATTS

SURVEYOR:
EFIRD SURVEYING GROUP, INC.
1012 NORTH WOODLAND BOULEVARD
DELAND, FLORIDA 32720
PHONE: (386) 740-4144
EMAIL: EFIRD@BELLSOUTH.NET

W:\PROJECTS\DOC\074681-01_CAP5_Delany Reserve Phase2_Deland,FL\03-CIVIL\PLANS\PD PLAN\PLOT SHEETS\PD-1 COVERSHEET.dwg - 10/18/2024 - Garrett George - THESE DRAWINGS ARE THE PROPERTY OF CESO, INC.

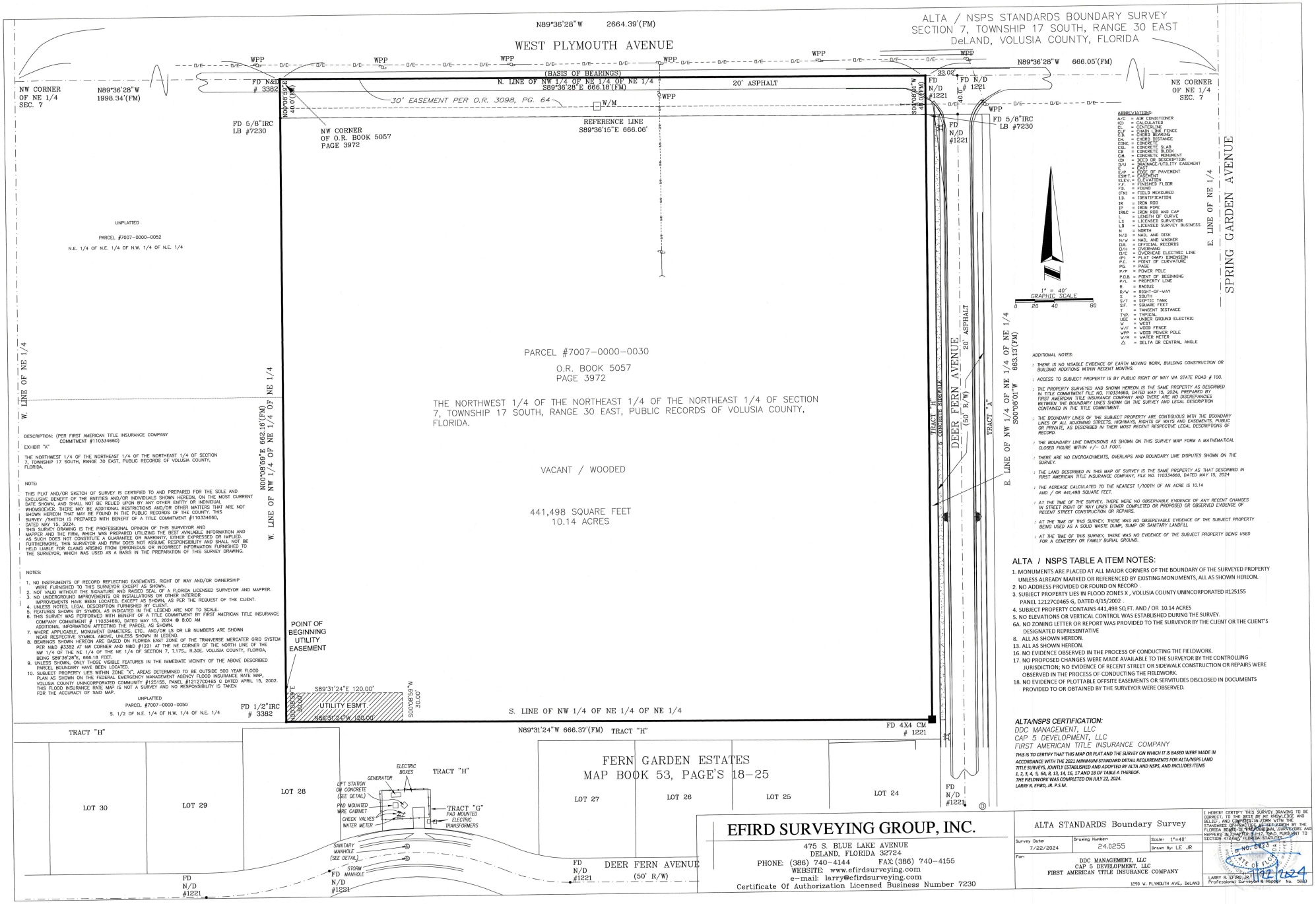
NO.	DATE	REVISION DESCRIPTION

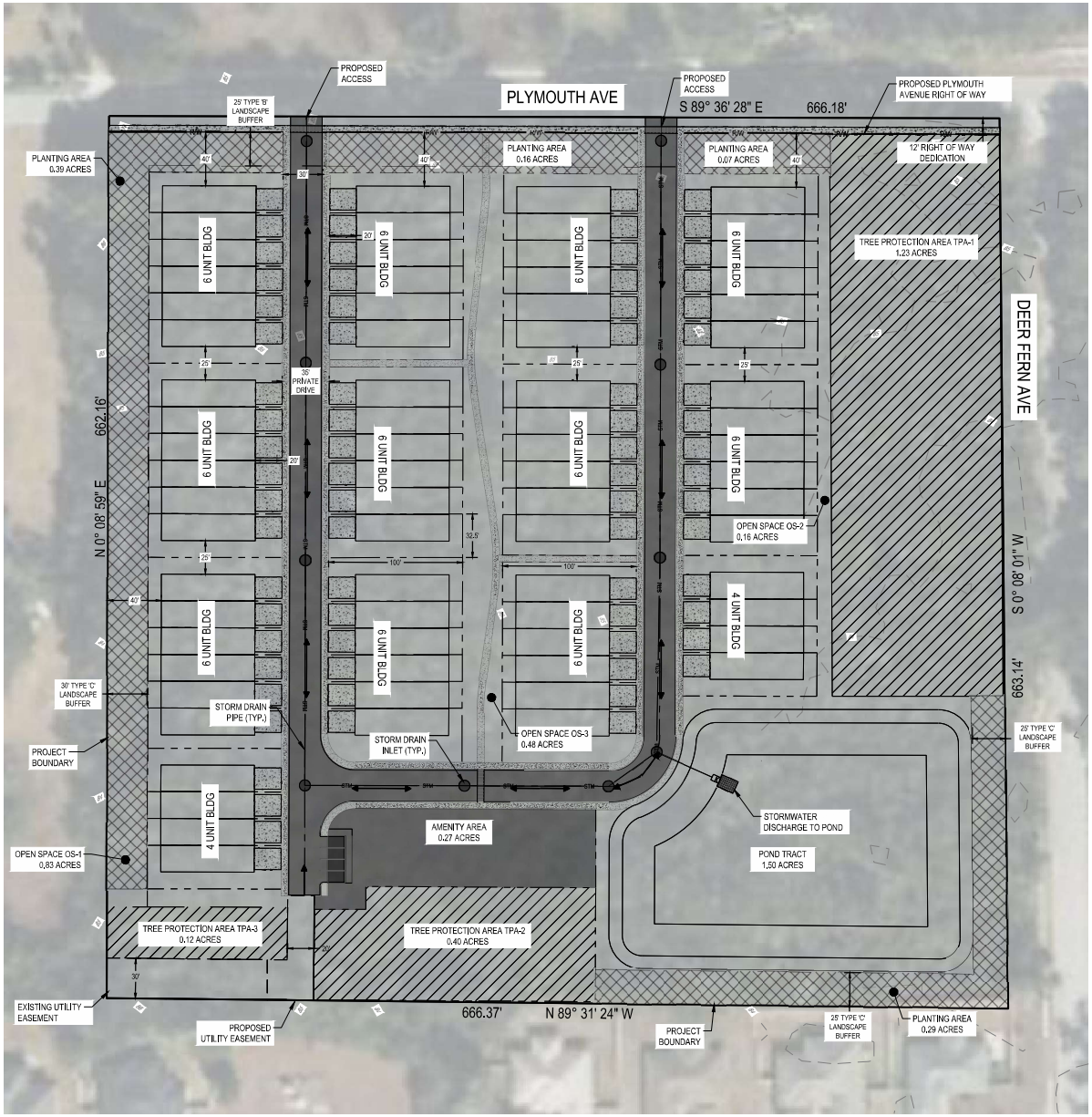
DELANEY TRINITY RESERVE PD
DELAND, FL
1290 W PLYMOUTH AVE, DELAND, FL 32720

COVER SHEET

ISSUE:	PD PLAN
DATE:	03/25/2025
JOB NO.:	761391
DESIGN:	SCR
DRAWN:	SCR
CHECKED:	GG
SHEET NO.	PD-1

W:\PROJECTS\DOC\074681-01_CAP5_DELANY RESERVE PHASE2_DELAND,FL\03-CIVIL\PLANS\PD PLAN\PLOT SHEETS\PD-1 COVERSHEET.DWG - 10/18/2024 4:22 PM


ALTA / NSPS STANDARDS BOUNDARY SURVEY
SECTION 7, TOWNSHIP 17 SOUTH, RANGE 30 EAST
DeLAND, VOLUSIA COUNTY, FLORIDA
WEST PLYMOUTH AVENUE
N89°36'28"W 2664.39'(FM)
N89°36'28"W 666.05'(FM)
(BASIS OF BEARINGS)
N. LINE OF NW 1/4 OF NE 1/4 OF NE 1/4
S89°36'28"E 666.18'(FM)
30' EASEMENT PER O.R. 3098, PG. 64
REFERENCE LINE S89°36'15"E 666.06'
NW CORNER OF NE 1/4 SEC. 7
N89°36'28"W 1998.34'(FM)
NE CORNER OF NE 1/4 SEC. 7
FD N&D # 3382
FD 5/8"IRC LB #7230
NW CORNER OF O.R. BOOK 5057 PAGE 3972
FD N/D #1221
FD 5/8"IRC LB #7230
20' ASPHALT
33.02
40.0'(FM)
N00°09'56"E
S00°09'01"W
UNPLATTED
PARCEL #7007-0000-0052
N.E. 1/4 OF N.E. 1/4 OF N.W. 1/4 OF N.E. 1/4
PARCEL #7007-0000-0030
O.R. BOOK 5057
PAGE 3972
THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 17 SOUTH, RANGE 30 EAST, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
VACANT / WOODED
441,498 SQUARE FEET
10.14 ACRES
W. LINE OF NE 1/4
W. LINE OF NW 1/4 OF NE 1/4 OF NE 1/4
N00°09'56"E 662.16'(FM)
E. LINE OF NW 1/4 OF NE 1/4
S00°09'01"W 663.13'(FM)
E. LINE OF NE 1/4
SPRING GARDEN AVENUE
DEER FERN AVENUE
(50' R/W)
20' ASPHALT
TRACT "H"
TRACT "A"
DESCRIPTION: (PER FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT #110334660)
EXHIBIT "A"
THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 17 SOUTH, RANGE 30 EAST, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
NOTE:
THIS PLAT AND/OR SKETCH OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS SHOWN HEREON, ON THE MOST CURRENT DATE SHOWN, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN HEREON THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY. THIS SURVEY /SKETCH IS PREPARED WITH BENEFIT OF A TITLE COMMITMENT #110334660, DATED MAY 15, 2024.
THIS SURVEY DRAWING IS THE PROFESSIONAL OPINION OF THIS SURVEYOR AND MAPPER AND THE FIRM, WHICH WAS PREPARED UTILIZING THE BEST AVAILABLE INFORMATION AND AS SUCH DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE HELD LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED TO THE SURVEYOR, WHICH WAS USED AS A BASIS IN THE PREPARATION OF THIS SURVEY DRAWING.
NOTES:
1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.
2. NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. NO UNDERGROUND IMPROVEMENTS OR INSTALLATIONS OR OTHER INTERIOR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN, AS PER THE REQUEST OF THE CLIENT.
4. UNLESS NOTED, LEGAL DESCRIPTION FURNISHED BY CLIENT.
5. FEATURES SHOWN BY SYMBOL AS INDICATED IN THE LEGEND ARE NOT TO SCALE.
6. THIS SURVEY WAS PERFORMED WITH BENEFIT OF A TITLE COMMITMENT BY FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT # 110334660, DATED MAY 15, 2024 @ 8:00 AM ADDITIONAL INFORMATION AFFECTING THE PARCEL AS SHOWN.
7. WHERE APPLICABLE, MONUMENT DIAMETERS, ETC., AND/OR LS OR LB NUMBERS ARE SHOWN NEAR RESPECTIVE SYMBOL ABOVE, UNLESS SHOWN IN LEGEND.
8. BEARINGS SHOWN HEREON ARE BASED ON FLORIDA EAST ZONE OF THE TRANVERSE MERCATER GRID SYSTEM PER N&D #3382 AT NW CORNER AND N&D #1221 AT THE NE CORNER OF THE NORTH LINE OF THE NW 1/4 OF THE NE 1/4 OF THE NE 1/4 OF SECTION 7, T.17S., R.30E. VOLUSIA COUNTY, FLORIDA, BEING S89°36'28"E, 666.18 FEET.
9. UNLESS SHOWN, ONLY THOSE VISIBLE FEATURES IN THE IMMEDIATE VICINITY OF THE ABOVE DESCRIBED PARCEL BOUNDARY HAVE BEEN LOCATED.
10. SUBJECT PROPERTY LIES WITHIN ZONE "X", AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD PLAIN AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, VOLUSIA COUNTY UNINCORPORATED COMMUNITY #125155, PANEL #12127C0465 G DATED APRIL 15, 2002. THIS FLOOD INSURANCE RATE MAP IS NOT A SURVEY AND NO RESPONSIBILITY IS TAKEN FOR THE ACCURACY OF SAID MAP.
UNPLATTED
PARCEL #7007-0000-0050
S. 1/2 OF N.E. 1/4 OF N.W. 1/4 OF N.E. 1/4
FD 1/2"IRC # 3382
POINT OF BEGINNING UTILITY EASEMENT
S89°31'24"E 120.00'
UTILITY ESM'T
N89°31'24"W 120.00'
S00°09'56"W 30.00'
S. LINE OF NW 1/4 OF NE 1/4 OF NE 1/4
N89°31'24"W 666.37'(FM) TRACT "H"
FD 4X4 CM # 1221
1" = 40' GRAPHIC SCALE
0 20 40 80
ABBREVIATIONS:
A/C = AIR CONDITIONER
(C) = CALCULATED
CL = CENTERLINE
CLF = CHAIN LINK FENCE
CB. = CHORD BEARING
CD. = CHORD DISTANCE
CONC. = CONCRETE
C.S. = CONCRETE SLAB
CBL = CONCRETE BLOCK
C.M. = CONCRETE MONUMENT
(D) = DEED OR DESCRIPTION
D/U = DRAINAGE/UTILITY EASEMENT
E = EAST
E/P = EDGE OF PAVEMENT
ESMT.= EASEMENT
ELEV.= ELEVATION
F.F. = FINISHED FLOOR
FD. = FOUND
(FM) = FIELD MEASURED
I.D. = IDENTIFICATION
IR = IRON ROD
IP = IRON PIPE
IR&C = IRON ROD AND CAP
L = LENGTH OF CURVE
LS = LICENSED SURVEYOR
LB = LICENSED SURVEY BUSINESS
N = NORTH
N/D = NAIL AND DISK
N/W = NAIL AND WASHER
O.R. = OFFICIAL RECORDS
O/H = OVERHANG
OHE = OVERHEAD ELECTRIC LINE
(P) = PLAT (MAP) DIMENSION
P.C. = POINT OF CURVATURE
PG. = PAGE
P/P = POWER POLE
P.O.B. = POINT OF BEGINNING
P/L = PROPERTY LINE
R = RADIUS
R/W = RIGHT-OF-WAY
S = SOUTH
S/T = SEPTIC TANK
S.F. = SQUARE FEET
T = TANGENT DISTANCE
TYP. = TYPICAL
UGE = UNDER GROUND ELECTRIC
W = WEST
W/F = WOOD FENCE
WPP = WOOD POWER POLE
W/M = WATER METER
Δ = DELTA OR CENTRAL ANGLE
ADDITIONAL NOTES:
: THERE IS NO VISABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
: ACCESS TO SUBJECT PROPERTY IS BY PUBLIC RIGHT OF WAY VIA STATE ROAD # 100.
: THE PROPERTY SURVEYED AND SHOWN HEREON IS THE SAME PROPERTY AS DESCRIBED IN TITLE COMMITMENT FILE NO. 110334660, DATED MAY 15, 2024, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY AND THERE ARE NO DISCREPANCIES BETWEEN THE BOUNDARY LINES SHOWN ON THE SURVEY AND LEGAL DESCRIPTION CONTAINED IN THE TITLE COMMITMENT.
: THE BOUNDARY LINES OF THE SUBJECT PROPERTY ARE CONTIGUOUS WITH THE BOUNDARY LINES OF ALL ADJOINING STREETS, HIGHWAYS, RIGHTS OF WAYS AND EASEMENTS, PUBLIC OR PRIVATE, AS DESCRIBED IN THEIR MOST RECENT RESPECTIVE LEGAL DESCRIPTIONS OF RECORD.
: THE BOUNDARY LINE DIMENSIONS AS SHOWN ON THIS SURVEY MAP FORM A MATHEMATICAL CLOSED FIGURE WITHIN +/- 0.1 FOOT.
: THERE ARE NO ENCROACHMENTS, OVERLAPS AND BOUNDARY LINE DISPUTES SHOWN ON THE SURVEY.
: THE LAND DESCRIBED IN THIS MAP OF SURVEY IS THE SAME PROPERTY AS THAT DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 110334660, DATED MAY 15, 2024
: THE ACREAGE CALCULATED TO THE NEAREST 1/100TH OF AN ACRE IS 10.14 AND / OR 441,498 SQUARE FEET.
: AT THE TIME OF THE SURVEY, THERE WERE NO OBSERVABLE EVIDENCE OF ANY RECENT CHANGES IN STREET RIGHT OF WAY LINES EITHER COMPLETED OR PROPOSED OR OBSERVED EVIDENCE OF RECENT STREET CONSTRUCTION OR REPAIRS.
: AT THE TIME OF THIS SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF THE SUBJECT PROPERTY BEING USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL
: AT THE TIME OF THIS SURVEY, THERE WAS NO EVIDENCE OF THE SUBJECT PROPERTY BEING USED FOR A CEMETERY OR FAMILY BURIAL GROUND.
ALTA / NSPS TABLE A ITEM NOTES:
1. MONUMENTS ARE PLACED AT ALL MAJOR CORNERS OF THE BOUNDARY OF THE SURVEYED PROPERTY UNLESS ALREADY MARKED OR REFERENCED BY EXISTING MONUMENTS, ALL AS SHOWN HEREON.
2. NO ADDRESS PROVIDED OR FOUND ON RECORD .
3. SUBJECT PROPERTY LIES IN FLOOD ZONES X , VOLUSIA COUNTY UNINCORPORATED #125155 PANEL 12127C0465 G, DATED 4/15/2002 .
4. SUBJECT PROPERTY CONTAINS 441,498 SQ.FT. AND / OR 10.14 ACRES
5. NO HORIZONTAL OR VERTICAL CONTROL WAS ESTABLISHED DURING THE SURVEY.
6A. NO ZONING LETTER OR REPORT WAS PROVIDED TO THE SURVEYOR BY THE CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE
8. ALL AS SHOWN HEREON.
13. ALL AS SHOWN HEREON.
16. NO EVIDENCE OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
17. NO PROPOSED CHANGES WERE MADE AVAILABLE TO THE SURVEYOR BY THE CONTROLLING JURISDICTION; NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS WERE OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
18. NO EVIDENCE OF POTTABLE OFFSITE EASEMENTS OR SERVITUDES DISCLOSED IN DOCUMENTS PROVIDED TO OR OBTAINED BY THE SURVEYOR WERE OBSERVED.
ALTA/NSPS CERTIFICATION:
DDC MANAGEMENT, LLC
CAP 5 DEVELOPMENT, LLC
FIRST AMERICAN TITLE INSURANCE COMPANY
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6A, 8, 13, 14, 16, 17 AND 18 OF TABLE A THEREOF.
THE FIELDWORK WAS COMPLETED ON JULY 22, 2024.
LARRY R. EFIRD, JR. P.S.M.
TRACT "H"
LOT 30
LOT 29
LOT 28
LOT 27
LOT 26
LOT 25
LOT 24
FERN GARDEN ESTATES
MAP BOOK 53, PAGE'S 18-25
LIFT STATION ON CONCRETE (SEE DETAIL)
GENERATOR
ELECTRIC BOXES
PAD MOUNTED WIRE CABINET
CHECK VALVES WATER METER
TRACT "G" PAD MOUNTED ELECTRIC TRANSFORMERS
SANITARY MANHOLE (SEE DETAIL)
STORM MANHOLE
FD N/D #1221
DEER FERN AVENUE
(50' R/W)
EFIRD SURVEYING GROUP, INC.
475 S. BLUE LAKE AVENUE
DELAND, FLORIDA 32724
PHONE: (386) 740-4144 FAX: (386) 740-4155
WEBSITE: www.efirdsurveying.com
e-mail: larry@efirdsurveying.com
Certificate Of Authorization Licensed Business Number 7230
ALTA STANDARDS Boundary Survey
Survey Date 7/22/2024
Drawing Number 24.0255
Scale: 1"=40'
Drawn By: LE JR
For:
DDC MANAGEMENT, LLC
CAP 5 DEVELOPMENT, LLC
FIRST AMERICAN TITLE INSURANCE COMPANY
1290 W. PLYMOUTH AVE., DeLAND
I HEREBY CERTIFY THIS SURVEY DRAWING TO BE CORRECT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND COMPLIES IN FORM WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, O.A.C. PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
STATE OF FLORIDA
NO. 6673
7/22/2024
LARRY R. EFIRD, JR.
Professional Surveyor & Mapper No. 6673



N

GRAPHIC SCALE (IN FEET)
1 in. = 40 ft.

SITE PLAN LEGEND	
PROPOSED	
	TREE PROTECTION AREA
	TREE PLANTING AREA
	PROPOSED CONCRETE SIDEWALK
	PROPOSED DRIVEWAY
P/L	PROPERTY LINE
	PRIVATE DRIVE
	EASEMENT
	SETBACK
	LOT LINE
	BUILDING
	STORM DRAIN INLET
STM	STORM DRAIN PIPE
	FLOW ARROWS

PROPERTY DATA:

PARCEL OWNER: TRINITY UNITED METHODIST CHURCH DELAND FLORIDA, INC.
PARCEL ID: 700700000030

ADDRESS: 1290 W PLYMOUTH AVE
DELAND, FL 32720

PROPERTY AREA: ± 10.14 ACRES

SETBACKS — PROPOSED MINIMUM STANDARDS

RESIDENTIAL AREA:
FRONT YARD: 20'
SIDE YARD: 0'
REAR YARD: 10'
SPACING BETWEEN BUILDINGS: 25'

DENSITY
EXISTING ALLOWABLE DENSITY 4.0 DU/AC
PROPOSED ALLOWABLE DENSITY 12.0 DU/AC
PROPOSED DENSITY 7.3 DU/AC (74 UNITS / 10.14 AC)

LANDSCAPE BUFFER

RESIDENTIAL AREA:
NORTH: 25' TYPE B
SOUTH: 25' TYPE C
EAST: 25' TYPE C
WEST: 30' TYPE C

TREE PROTECTION AREA
TREE PROTECTION AREA PROVIDED: 1.75 AC (17.3%)

FLOODPLAIN DESIGNATION:
ACCORDING TO F.I.R.M. NO. 12127C0465H, BEARING AN EFFECTIVE DATE OF 02/19/2014, THE SUBJECT PROPERTIES ARE LOCATED IN A ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL FLOOD PLAIN).

TRASH PICK-UP:
SOLID WASTE DISPOSAL WILL BE VIA CURB SIDE PICK-UP.

*STORMWATER NOTE: THE PROPOSED STORMWATER POND SHOWN IS DESIGNED TO RETAIN THE 100 YR / 24 HR STORM EVENT.

OPEN SPACE TRACT AREAS	
TRACT	AREA
OS-1	0.83 ACRES
OS-2	0.16 ACRES
OS-3	0.48 ACRES
TOTAL	1.47 ACRES

TREE PROTECTION AREA TRACTS	
TRACT	AREA
TPA-1	1.23 ACRES
TPA-2	0.40 ACRES
TPA-3	0.12 ACRES
TOTAL	1.75 ACRES

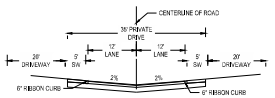
PARKING SPACES			
	STANDARD	VISITOR	TOTAL
REQUIRED	148	37	185
PROPOSED	144	104	248

*PARKING: 2 SPACES/ UNIT = 74 UNITS X 2 = 148 SPACES
0.5 VISITOR SPACES / UNIT = 0.5 X 74 = 37 SPACES

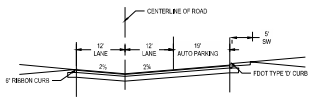
PARKING:
INTERIOR UNITS
1 SPACE - GARAGE PARKING
2 SPACE - DRIVEWAY
3 TOTAL PER INT. UNIT
3 x 48 = UNITS 144 PARKING SPOTS PROVIDED

EXTERIOR UNITS
2 SPACE - GARAGE PARKING
2 SPACE - DRIVEWAY
4 TOTAL PER EXT. UNIT
4 x 26 = UNITS 104 PARKING SPOTS PROVIDED

TOTAL PARKING PROVIDED
144 + 104 = 248



TYPICAL ROADWAY SECTION



TYPICAL ROADWAY SECTION WITH PARKING

CESO
www.ceso-inc.com

NO.	DATE	REVISION DESCRIPTION

DELANEY TRINITY RESERVE PD
DELAND, FL
1290 W PLYMOUTH AVE, DELAND, FL 32720

CONCEPT PLAN

ISSUE:	PRE-PERMIT
DATE:	03/25/2025
JOB NO.:	761391
DESIGN:	SCR
DRAWN:	SCR
CHECKED:	
SHEET NO.	PD-3

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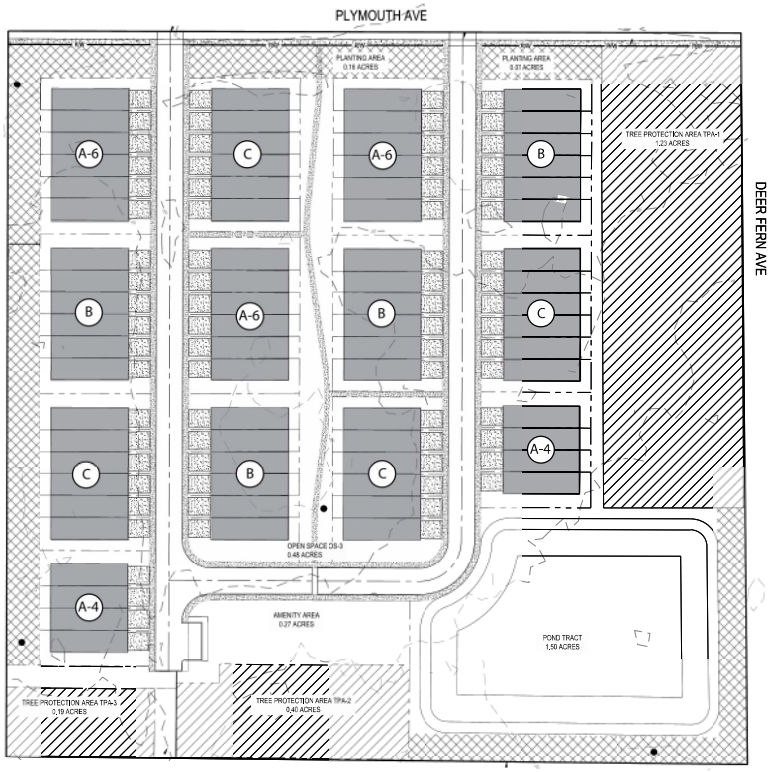
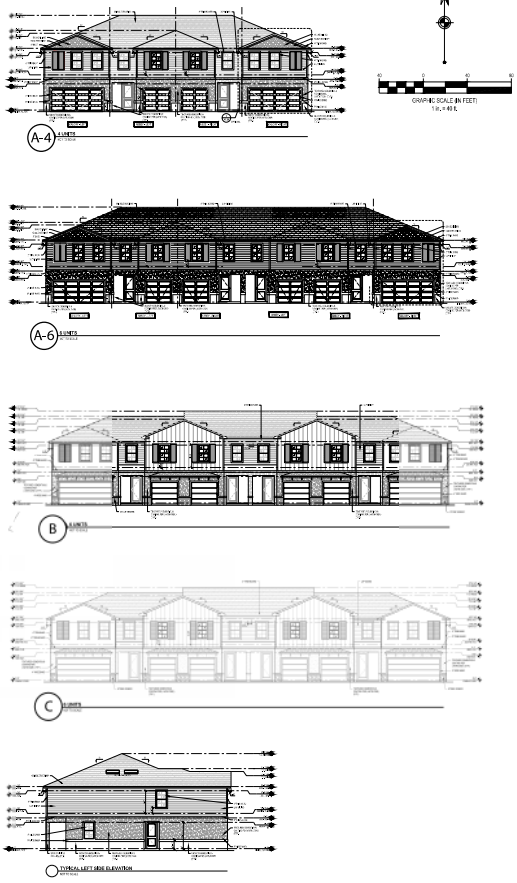
C:\USERS\RYAN.HOPKINS@CIVILCOMMUNITY.COM\CESO\CESO\CAPS DELANEY RESERVE PHASE 2\PROJECT FILES_CESO\761391-01_CAPS_DELANEY RESERVE PHASED_DELAND.FL\03-CIVIL\PLANS\PLAN PLOT SHEETS\PD-1 CONCEPT PLAN.DWG - 3/25/2025 11:43 AM





CESO

NO.	DATE	REVISION DESCRIPTION

DELANEY TRINITY
RESERVE PD
DELAND, FL

1200 W. PLYMOUTH AVE., DELAND, FL 32720

PRODUCT MAP

ISSUE:	PRE-PERMIT
DATE:	10/17/2024
JOB NO.:	761391
DESIGN:	
DRAWN:	
CHECKED:	
SHEET NO.:	

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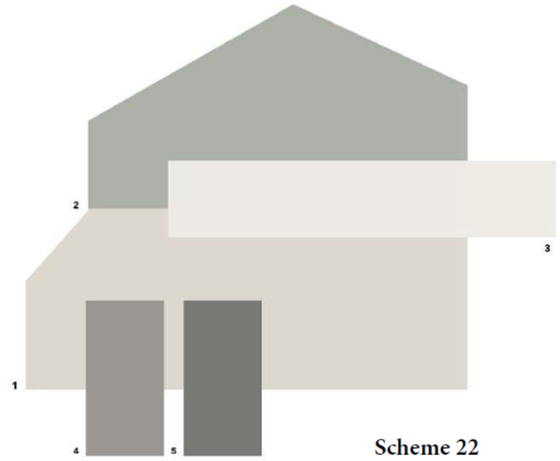
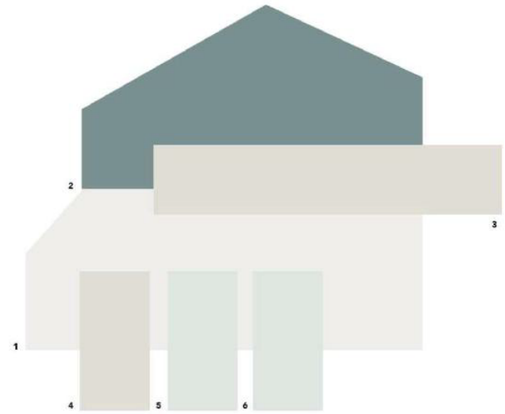


Scheme 22

1. Lower Body	SW 7631 City Loft
2. Upper Body	SW 6206 Oyster Bay
3. Trim	SW 7005 Pure White
4. Garage Door	SW 7673 Pewter Cast
5. Door	SW 2849 Westchester Gray

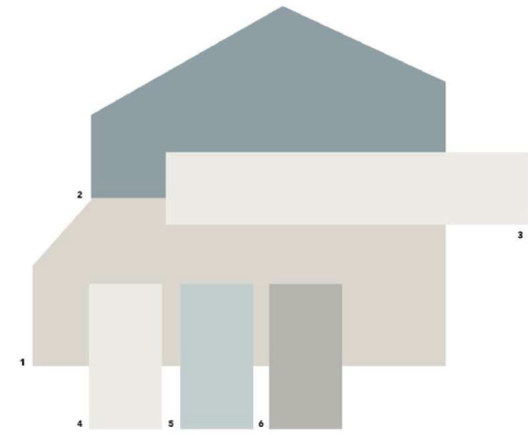
Scheme 23

1. Lower Body	SW 7057 Silver Strand
2. Upper Body	SW 7004 Snowbound
3. Trim	SW 7006 Extra White
4. Garage Door	SW 7057 Silver Strand
5. Door	SW 6227 Meditative



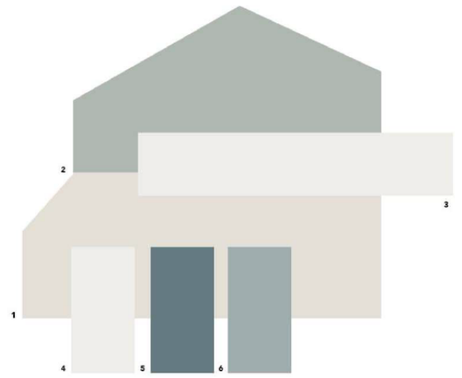
Scheme 24

1. Lower Body	SW 7006 Extra White
2. Upper Body	SW 6221 Moody Blue
3. Trim	SW 7014 Eider White
4. Garage Door	SW 7014 Eider White
5. Door	SW 6476 Glimmer
6. Accent	SW 6476 Glimmer



Scheme 25

1. Lower Body	SW 9166 Drift of Mist
2. Upper Body	SW 9139 Debonair
3. Trim	SW 7005 Pure White
4. Garage Door	SW 7005 Pure White
5. Door	SW 6218 Tradewind
6. Accent	SW 2850 Chelsea Gray



Scheme 26

1. Lower Body	SW 6070 Heron Plume
2. Upper Body	SW 7621 Silvermist
3. Trim	SW 7006 Extra White
4. Garage Door	SW 7006 Extra White
5. Door	SW 7619 Labradorite
6. Accent	SW 7616 Breezy

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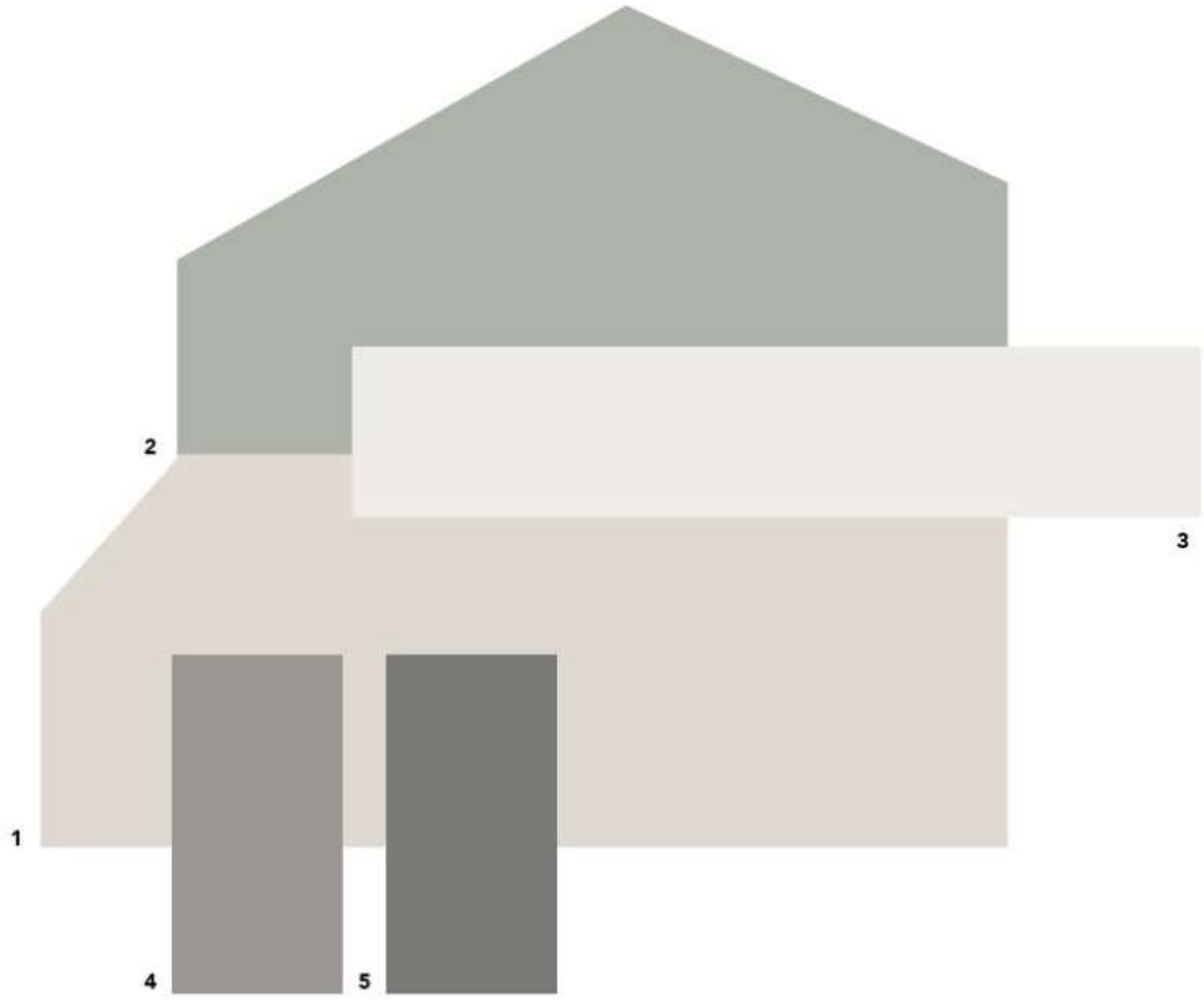
Hartizen Homes - Delaney Reserve

Scheme 1 #22



1. Lower Body	SW 7631	City Loft
2. Upper Body	SW 6206	Oyster Bay
3. Trim	SW 7005	Pure White
4. Garage Door	SW 7673	Pewter Cast
5. Door	SW 2849	Westchester Gray

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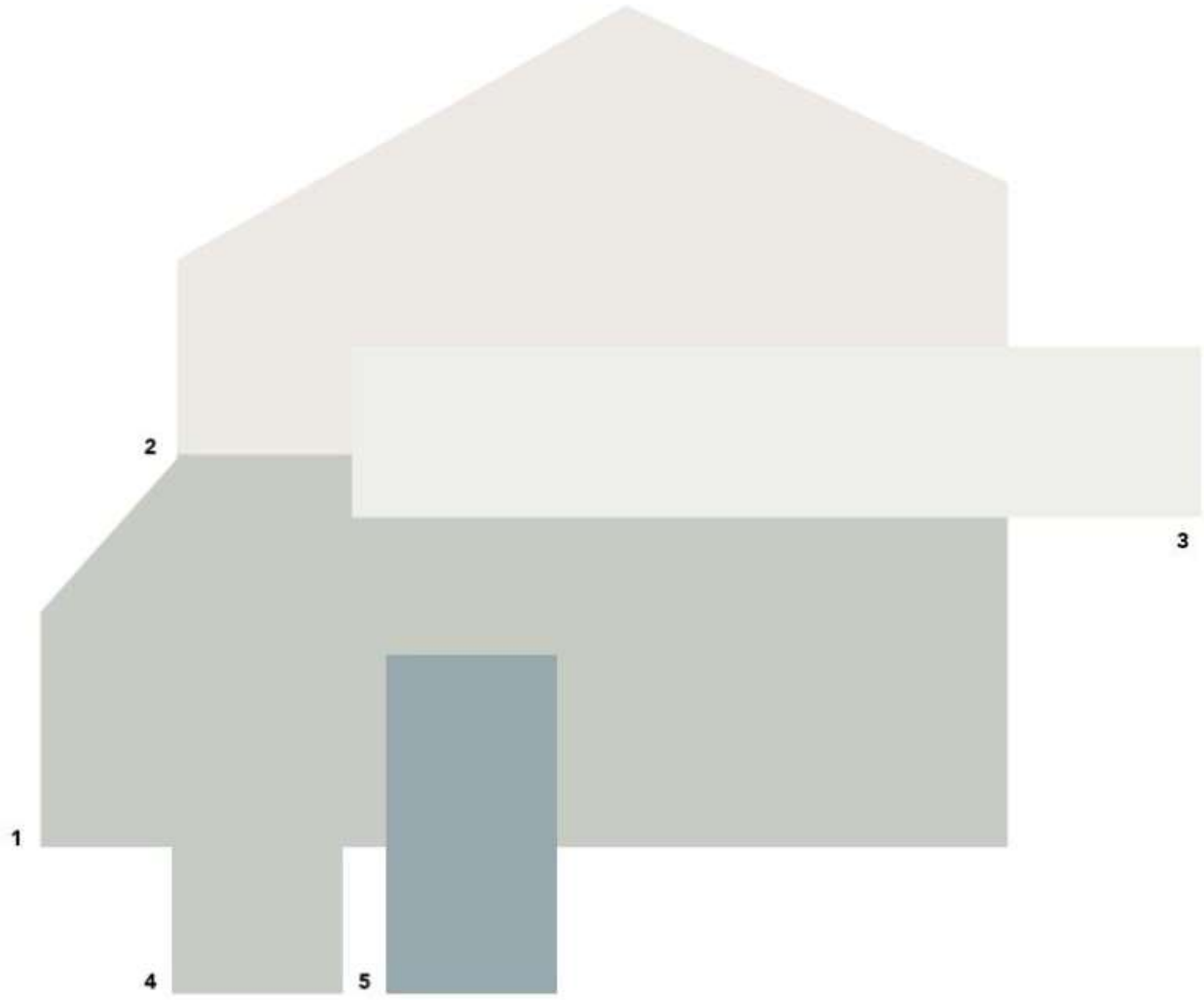
Scheme 2 #23



1. Lower Body	SW 7057	Silver Strand
2. Upper Body	SW 7004	Snowbound
3. Trim	SW 7006	Extra White
4. Garage Door	SW 7057	Silver Strand
5. Door	SW 6227	Meditative

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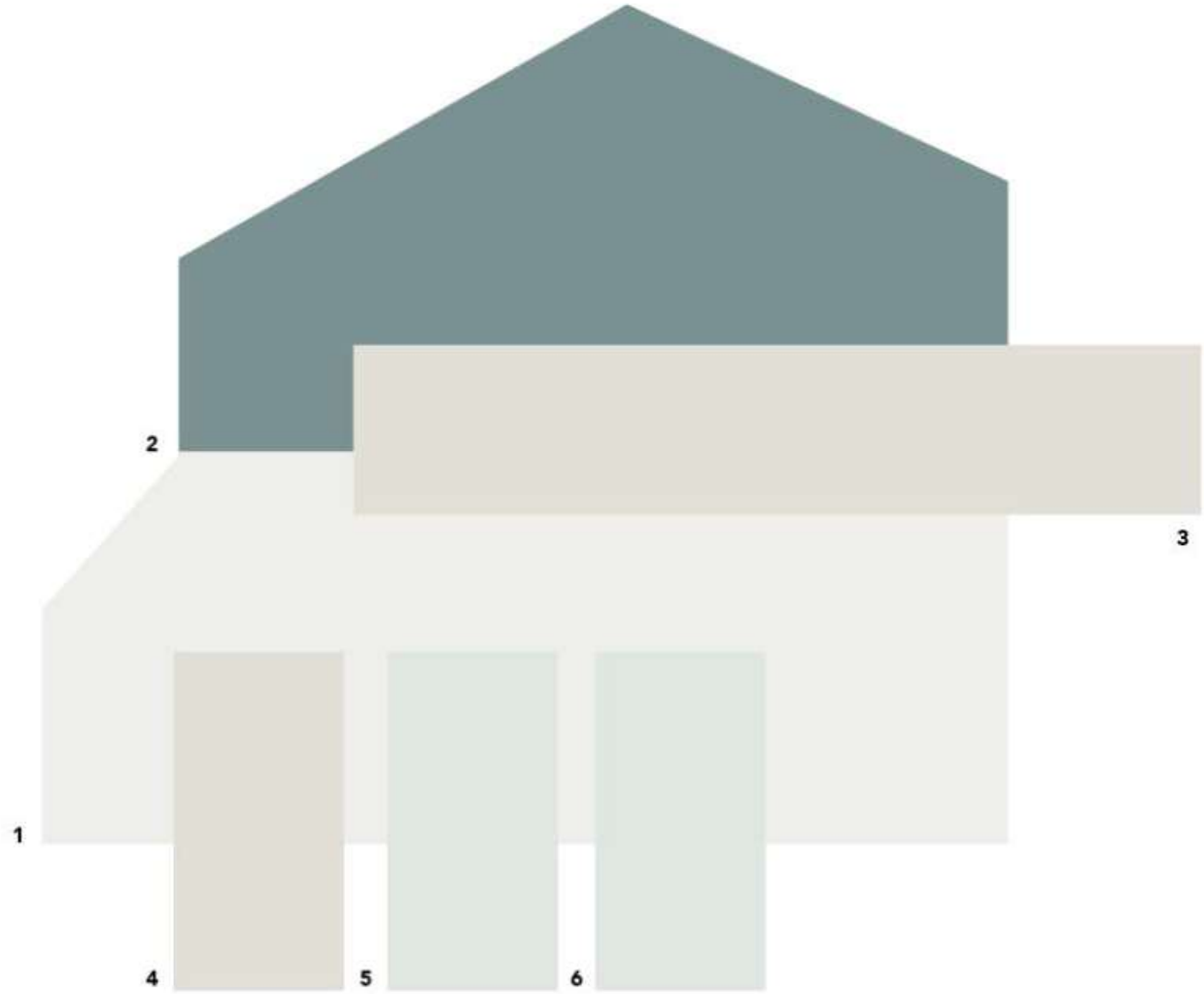
Scheme ~~3~~ #24



1. Lower Body	SW 7006	Extra White
2. Upper Body	SW 6221	Moody Blue
3. Trim	SW 7014	Eider White
4. Garage Door	SW 7014	Eider White
5. Door	SW 6476	Glimmer
6. Accent	SW 6476	Glimmer

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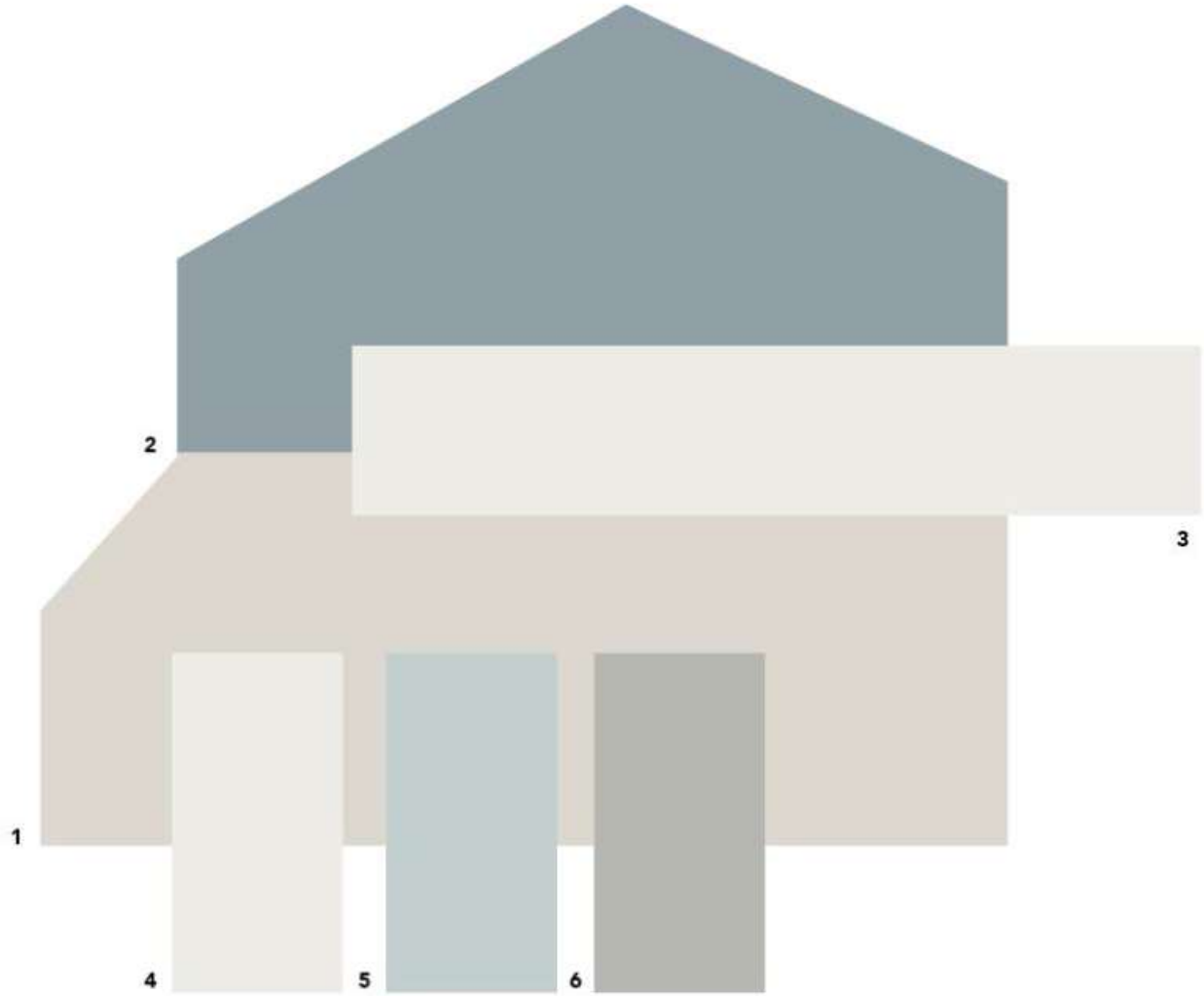
Scheme ~~4~~ #25



1. Lower Body	SW 9166	Drift of Mist
2. Upper Body	SW 9139	Debonair
3. Trim	SW 7005	Pure White
4. Garage Door	SW 7005	Pure White
5. Door	SW 6218	Tradewind
6. Accent	SW 2850	Chelsea Gray

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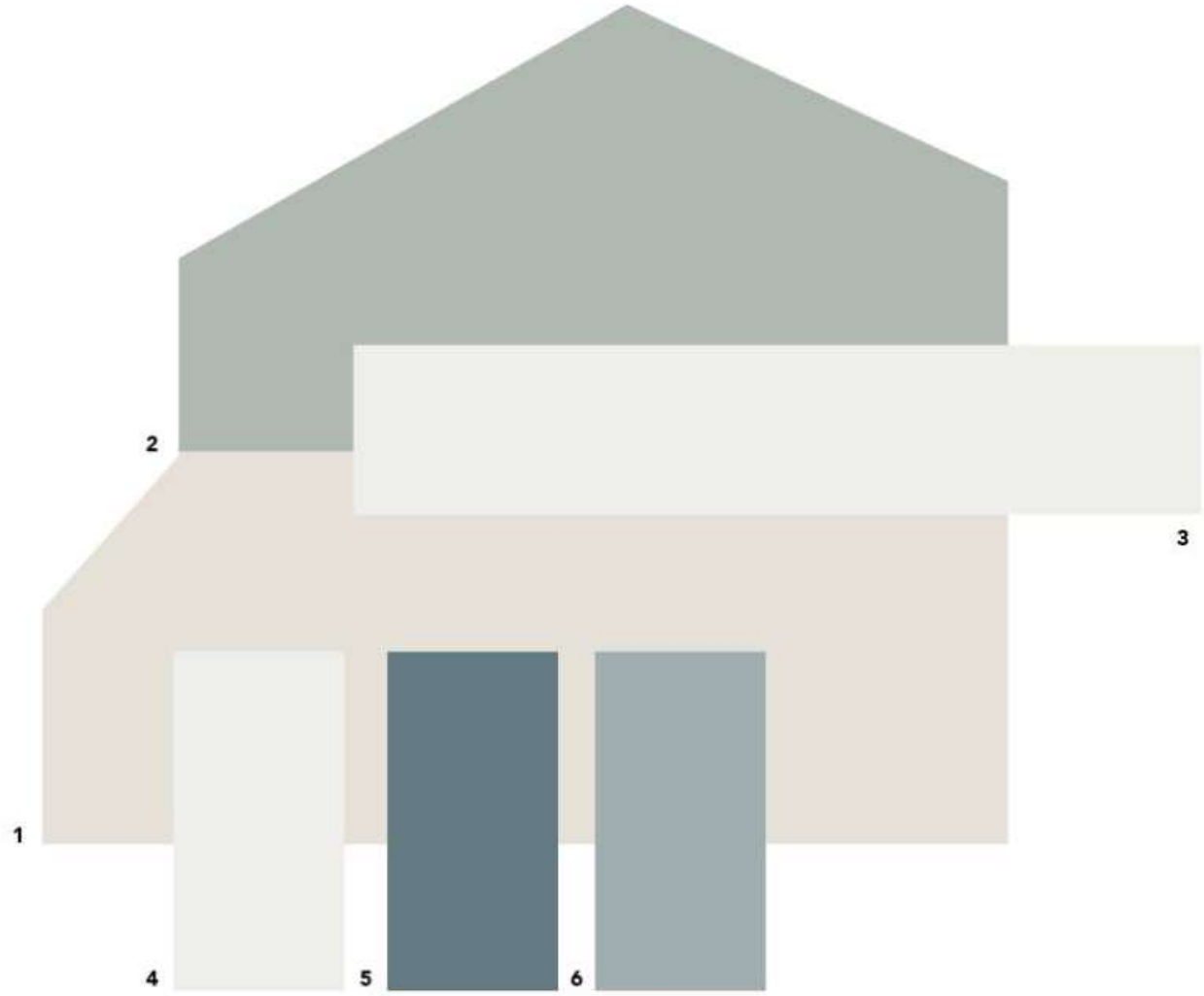
Scheme ~~5~~ #26



1. Lower Body	SW 6070	Heron Plume
2. Upper Body	SW 7621	Silvermist
3. Trim	SW 7006	Extra White
4. Garage Door	SW 7006	Extra White
5. Door	SW 7619	Labradorite
6. Accent	SW 7616	Breezy

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LEGEND

- Proposed Townhomes
- Proposed Water Quality Pond
- Proposed Sidewalk
- Tree Preservation Areas

0 40' 80' 160'

CESO

DDC MANAGEMENT

HARTIZEN HOMES

This exhibit is conceptual in nature and may change at owners discretion in order to meet jurisdictional codes, final site engineering requirements and budget based on pricing for the final plan.

01.10.2025

Concept Master Plan Phase 2

DELANEY TRINITY RESERVE

DeLand, FL

CESO

DDC MANAGEMENT

HARTIZEN HOMES

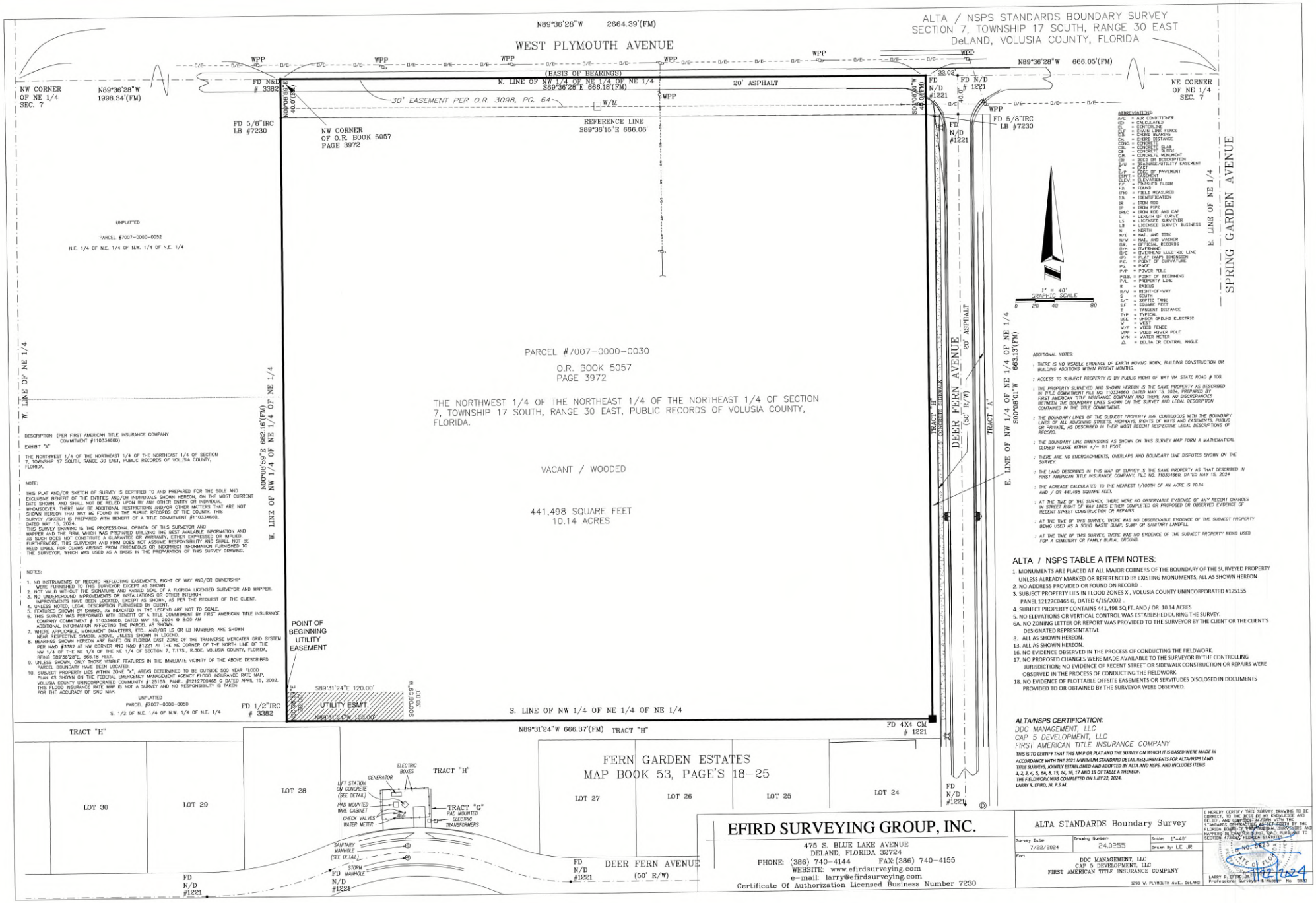
This exhibit is conceptual in nature and may change at owners discretion in order to meet jurisdictional codes, final site engineering requirements and budget based on pricing for the final plan.

01.10.2025

AMENITY PLAN- PH2

DELANEY TRINITY RESERVE

DeLand, FL


ALTA / NSPS STANDARDS BOUNDARY SURVEY
SECTION 7, TOWNSHIP 17 SOUTH, RANGE 30 EAST
DeLAND, VOLUSIA COUNTY, FLORIDA
N89°36'26"W 2664.39'(FM)
WEST PLYMOUTH AVENUE
(BASIS OF BEARINGS)
N. LINE OF NW 1/4 OF NE 1/4
S89°36'28"E 666.18'(FM)
30' EASEMENT PER O.R. 3098, PG. 64
REFERENCE LINE
S89°36'15"E 666.06'
NW CORNER OF NE 1/4 SEC. 7
N89°36'28"W 1998.34'(FM)
FD N&D # 3382
FD 5/8"IRC LB #7230
NW CORNER OF O.R. BOOK 5057 PAGE 3972
N89°36'28"W 666.05'(FM)
NE CORNER OF NE 1/4 SEC. 7
FD N/D #1221
FD 5/8"IRC LB #7230
20' ASPHALT
E. LINE OF NE 1/4
SPRING GARDEN AVENUE
UNPLATTED
PARCEL #7007-0000-0052
N.E. 1/4 OF N.E. 1/4 OF N.W. 1/4 OF N.E. 1/4
W. LINE OF NE 1/4
W. LINE OF N00°08'59"E 662.16'(FM) OF NW 1/4 OF NE 1/4
PARCEL #7007-0000-0030
O.R. BOOK 5057
PAGE 3972
THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 17 SOUTH, RANGE 30 EAST, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
VACANT / WOODED
441,498 SQUARE FEET
10.14 ACRES
DEER FERN AVENUE
(50' R/W)
20' ASPHALT
TRACT "H"
TRACT "A"
E. LINE OF NW 1/4 OF NE 1/4
S00°08'01"W 663.13'(FM)
1" = 40'
GRAPHIC SCALE
0 20 40 80
DESCRIPTION: (PER FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT #110334660)
EXHIBIT "A"
THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 17 SOUTH, RANGE 30 EAST, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
NOTE:
THIS PLAT AND/OR SKETCH OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS SHOWN HEREON, ON THE MOST CURRENT DATE SHOWN, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN HEREON THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY. THIS SURVEY /SKETCH IS PREPARED WITH BENEFIT OF A TITLE COMMITMENT #110334660, DATED MAY 15, 2024.
THIS SURVEY DRAWING IS THE PROFESSIONAL OPINION OF THIS SURVEYOR AND MAPPER AND THE FIRM, WHICH WAS PREPARED UTILIZING THE BEST AVAILABLE INFORMATION AND AS SUCH DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE HELD LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED TO THE SURVEYOR, WHICH WAS USED AS A BASIS IN THE PREPARATION OF THIS SURVEY DRAWING.
NOTES:
1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.
2. NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. NO UNDERGROUND IMPROVEMENTS OR INSTALLATIONS OR OTHER INTERIOR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN, AS PER THE REQUEST OF THE CLIENT.
4. UNLESS NOTED, LEGAL DESCRIPTION FURNISHED BY CLIENT.
5. FEATURES SHOWN BY SYMBOL AS INDICATED IN THE LEGEND ARE NOT TO SCALE.
6. THIS SURVEY WAS PERFORMED WITH BENEFIT OF A TITLE COMMITMENT BY FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT # 110334660, DATED MAY 15, 2024 @ 8:00 AM ADDITIONAL INFORMATION AFFECTING THE PARCEL AS SHOWN.
7. WHERE APPLICABLE, MONUMENT DIAMETERS, ETC., AND/OR LS OR LB NUMBERS ARE SHOWN NEAR RESPECTIVE SYMBOL ABOVE, UNLESS SHOWN IN LEGEND.
8. BEARINGS SHOWN HEREON ARE BASED ON FLORIDA EAST ZONE OF THE TRANVERSE MERCATER GRID SYSTEM PER N&D #3382 AT NW CORNER AND N&D #1221 AT THE NE CORNER OF THE NORTH LINE OF THE NW 1/4 OF THE NE 1/4 OF THE NE 1/4 OF SECTION 7, T.17S., R.30E. VOLUSIA COUNTY, FLORIDA, BEING S89°36'28"E, 666.18 FEET.
9. UNLESS SHOWN, ONLY THOSE VISIBLE FEATURES IN THE IMMEDIATE VICINITY OF THE ABOVE DESCRIBED PARCEL BOUNDARY HAVE BEEN LOCATED.
10. SUBJECT PROPERTY LIES WITHIN ZONE "X", AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD PLAIN AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, VOLUSIA COUNTY UNINCORPORATED COMMUNITY #125155, PANEL #1212720465 G DATED APRIL 15, 2002. THIS FLOOD INSURANCE RATE MAP IS NOT A SURVEY AND NO RESPONSIBILITY IS TAKEN FOR THE ACCURACY OF SAID MAP.
UNPLATTED
PARCEL #7007-0000-0050
S. 1/2 OF N.E. 1/4 OF N.W. 1/4 OF N.E. 1/4
FD 1/2"IRC # 3382
POINT OF BEGINNING UTILITY EASEMENT
S89°31'24"E 120.00'
UTILITY ESMT
S89°31'24"W 120.00'
S00°08'59"W 30.00'
S. LINE OF NW 1/4 OF NE 1/4 OF NE 1/4
N89°31'24"W 666.37'(FM)
FD 4X4 CM # 1221
TRACT "H"
LOT 30
LOT 29
LOT 28
LOT 27
LOT 26
LOT 25
LOT 24
FERN GARDEN ESTATES
MAP BOOK 53, PAGE'S 18-25
LIFT STATION ON CONCRETE (SEE DETAIL)
GENERATOR
ELECTRIC BOXES
PAD MOUNTED WIRE CABINET
CHECK VALVES WATER METER
TRACT "G" PAD MOUNTED ELECTRIC TRANSFORMERS
SANITARY MANHOLE (SEE DETAIL)
STORM MANHOLE
FD N/D #1221
DEER FERN AVENUE
(50' R/W)
ABBREVIATIONS:
A/C = AIR CONDITIONER
(C) = CALCULATED
℄ = CENTERLINE
CLF = CHAIN LINK FENCE
C.B. = CHORD BEARING
CD = CHORD DISTANCE
CONC. = CONCRETE
C.S. = CONCRETE SLAB
C.B. = CONCRETE BLOCK
C.M. = CONCRETE MONUMENT
(D) = DEED OR DESCRIPTION
D/U = DRAINAGE/UTILITY EASEMENT
E = EAST
E/P = EDGE OF PAVEMENT
ESMT. = EASEMENT
ELEV. = ELEVATION
F.F. = FINISHED FLOOR
F.D. = FOUND
(F'W) = FIELD MEASURED
I.D. = IDENTIFICATION
I.R. = IRON ROD
I.P. = IRON PIPE
I.R.&C = IRON ROD AND CAP
L = LENGTH OF CURVE
L.S. = LICENSED SURVEYOR
L.B. = LICENSED SURVEY BUSINESS
N = NORTH
N/D = NAIL AND DISK
N/W = NAIL AND WASHER
O.R. = OFFICIAL RECORDS
OVHD = OVERHANG
O/E = OVERHEAD ELECTRIC LINE
(P) = PLAT (MAP) DIMENSION
P.C. = POINT OF CURVATURE
PG. = PAGE
P/P = POWER POLE
P.O.B. = POINT OF BEGINNING
P/L = PROPERTY LINE
R = RADIUS
R/W = RIGHT-OF-WAY
S = SOUTH
S/T = SEPTIC TANK
S.F. = SQUARE FEET
T = TANGENT DISTANCE
TYP. = TYPICAL
U/E = UNDER GROUND ELECTRIC
V = VESS
W/F = WOOD FENCE
WPP = WOOD POWER POLE
W/M = WATER METER
Δ = DELTA OR CENTRAL ANGLE
ADDITIONAL NOTES:
: THERE IS NO VISABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
: ACCESS TO SUBJECT PROPERTY IS BY PUBLIC RIGHT OF WAY VIA STATE ROAD # 100.
: THE PROPERTY SURVEYED AND SHOWN HEREON IS THE SAME PROPERTY AS DESCRIBED IN TITLE COMMITMENT FILE NO. 110334660, DATED MAY 15, 2024, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY AND THERE ARE NO DISCREPANCIES BETWEEN THE BOUNDARY LINES SHOWN ON THE SURVEY AND LEGAL DESCRIPTON CONTAINED IN THE TITLE COMMITMENT.
: THE BOUNDARY LINES OF THE SUBJECT PROPERTY ARE CONTIGUOUS WITH THE BOUNDARY LINES OF ALL ADJOINING STREETS, HIGHWAYS, RIGHTS OF WAYS AND EASEMENTS, PUBLIC OR PRIVATE, AS DESCRIBED IN THEIR MOST RECENT RESPECTIVE LEGAL DESCRIPTIONS OF RECORD.
: THE BOUNDARY LINE DIMENSIONS AS SHOWN ON THIS SURVEY MAP FORM A MATHEMATICAL CLOSED FIGURE WITHIN +/- 0.1 FOOT.
: THERE ARE NO ENCROACHMENTS, OVERLAPS AND BOUNDARY LINE DISPUTES SHOWN ON THE SURVEY.
: THE LAND DESCRIBED IN THIS MAP OF SURVEY IS THE SAME PROPERTY AS THAT DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 110334660, DATED MAY 15, 2024
: THE ACREAGE CALCULATED TO THE NEAREST 1/100TH OF AN ACRE IS 10.14 AND / OR 441,498 SQUARE FEET.
: AT THE TIME OF THE SURVEY, THERE WERE NO OBSERVABLE EVIDENCE OF ANY RECENT CHANGES IN STREET RIGHT OF WAY LINES EITHER COMPLETED OR PROPOSED OR OBSERVED EVIDENCE OF RECENT STREET CONSTRUCTION OR REPAIRS.
: AT THE TIME OF THIS SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF THE SUBJECT PROPERTY BEING USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL
: AT THE TIME OF THIS SURVEY, THERE WAS NO EVIDENCE OF THE SUBJECT PROPERTY BEING USED FOR A CEMETERY OR FAMILY BURIAL GROUND.
ALTA / NSPS TABLE A ITEM NOTES:
1. MONUMENTS ARE PLACED AT ALL MAJOR CORNERS OF THE BOUNDARY OF THE SURVEYED PROPERTY UNLESS ALREADY MARKED OR REFERENCED BY EXISTING MONUMENTS, ALL AS SHOWN HEREON.
2. NO ADDRESS PROVIDED OR FOUND ON RECORD .
3. SUBJECT PROPERTY LIES IN FLOOD ZONES X , VOLUSIA COUNTY UNINCORPORATED #125155 PANEL 1212720465 G, DATED 4/15/2002.
4. SUBJECT PROPERTY CONTAINS 441,498 SQ.FT. AND / OR 10.14 ACRES
5. NO ELEVATIONS OR VERTICAL CONTROL WAS ESTABLISHED DURING THE SURVEY.
6A. NO ZONING LETTER OR REPORT WAS PROVIDED TO THE SURVEYOR BY THE CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE
8. ALL AS SHOWN HEREON.
13. ALL AS SHOWN HEREON.
16. NO EVIDENCE OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
17. NO PROPOSED CHANGES WERE MADE AVAILABLE TO THE SURVEYOR BY THE CONTROLLING JURISDICTION; NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS WERE OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
18. NO EVIDENCE OF PLOTTABLE OFFSITE EASEMENTS OR SERVITUDES DISCLOSED IN DOCUMENTS PROVIDED TO OR OBTAINED BY THE SURVEYOR WERE OBSERVED.
ALTA/NSPS CERTIFICATION:
DDC MANAGEMENT, LLC
CAP 5 DEVELOPMENT, LLC
FIRST AMERICAN TITLE INSURANCE COMPANY
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6A, 8, 13, 14, 16, 17 AND 18 OF TABLE A THEREOF.
THE FIELDWORK WAS COMPLETED ON JULY 22, 2024.
LARRY R. EFIRD, JR. P.S.M.
EFIRD SURVEYING GROUP, INC.
475 S. BLUE LAKE AVENUE
DELAND, FLORIDA 32724
PHONE: (386) 740-4144 FAX:(386) 740-4155
WEBSITE: www.efirdsurveying.com
e-mail: larry@efirdsurveying.com
Certificate Of Authorization Licensed Business Number 7230
ALTA STANDARDS Boundary Survey
Survey Date: 7/22/2024
Drawing Number: 24.0255
Scale: 1"=40'
Drawn By: LE JR
For:
DDC MANAGEMENT, LLC
CAP 5 DEVELOPMENT, LLC
FIRST AMERICAN TITLE INSURANCE COMPANY
1290 W. PLYMOUTH AVE., DeLAND
I HEREBY CERTIFY THIS SURVEY DRAWING TO BE CORRECT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND CONDUCTED IN CONFORMITY WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FAC, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.
STATE OF FLORIDA
No. 6624
7/22/2024
LARRY R. EFIRD, JR.
Professional Surveyor & Mapper No. 6624

PLANNING DEPARTMENT STAFF REPORT
TO
PLANNING BOARD

May 14, 2025

APPLICATION NO.: Z24-179

STAFF PLANNER: Kendall Story

APPLICANT: Mark Watts, CobbCole

REQUEST: Rezoning from Volusia County A-3 to City of DeLand Delaney Trinity Reserve Planned Development (PD)

APPLICABLE REGULATIONS:

Article IV OVERLAY AND FLOATING ZONES
Sec. 33-32 – Planned Development District.
Article XII ADMINISTRATION AND ENFORCEMENT
Sec. 33-135 – Procedure for text amendments & rezoning.

A. SITE FACTORS:

Location: 1290 W Plymouth Ave.
Parcel Size: ±10.14 acres
Land Use: Urban Low Intensity (ULI)
Existing Zoning: Volusia County A-3 (Transitional Agriculture)
Existing Use: Vacant

	SURROUNDING USE:	SURROUNDING ZONING:
North:	Medium Density Residential (MDR)	Hunter's Creek PD
South:	Low Density Residential (LDR)	R-1AA
East:	Highway Commercial (HC)	DeLand Commercial Prop. PD
West:	Low Density Residential (LDR)	R-1A

B. BACKGROUND: The subject property is 10.14 acres in size, vacant and heavily wooded. The current zoning is Volusia County A-3 (Transitional Agriculture), and the applicant is requesting a rezone to the Delaney Trinity Reserve PD (Planned Development) district. The proposed development consists of 13 buildings with a total of 74 townhome units, 2-stories tall. The property is located south of the Hunter's Creek PD, which consists of the Lexington Club and Hunter's Creek Apartment complexes, and directly abuts the Heritage Place subdivision, to the south, which is comprised of single-family residential homes. The subject property is located within unincorporated Volusia County. Concurrent applications to annex the subject property into the City (AN24-180) and to amend the future land use designation (SMLU24-181) were submitted by the applicant.

C. **ANALYSIS**: Per Sec. 33-32 of the Land Development Regulations, in return for flexibility in site design and development, Planned Developments (PDs) are expected to include exceptional design that preserves critical environmental resources; provides above-average open space and recreational amenities, and incorporates creative design in the layout of buildings.

SITE DATA	
UNIT COUNT	74 TOWNHOMES
OVERALL SIZE	10.14 ACRES
DENSITY	7.3 DU/ACRE
HEIGHT/STORIES	35'/2-STORIES
FRONT YARD SETBACKS	20'
SIDE YARD SETBACKS	0'
REAR YARD SETBACKS	10'
SPACE BETWEEN BLDGS. (REAR TO REAR)	25'
INDIVIDUAL LOT AREA	1,000 SF MIN.
INDIVIDUAL LOT WIDTH/DEPTH	20' WIDE/100' DEEP
MINIMUM UNIT SIZE	500 SF
MAXIMUM IMPERVIOUS	70%
OPEN SPACE	1.47 ACRES (14.5%)
TREE PRESERVATION AREA	1.75 ACRES (17.3%)

The concept plan addresses this section by providing 1.47 acres (14.5%) of open space and 1.75 acres (17.3%) of Tree Preservation Area that serves as a buffer between the existing neighborhood to the south and the residences. Additionally, a meaningful, accessible open space area with a meandering path creates a pedestrian corridor that is centrally located to the site and connects Plymouth Avenue to the main amenity area. As shown in the elevations, a variety of paint colors and façade finishes are used to differentiate each building, with alternating roof lines, garage overhangs and exterior textures. Sidewalks are included on both sides of all internal roadways facilitating pedestrian access throughout the site.

The development includes landscape designs that will serve environmentally friendly functions including, but not limited to, cooling, privacy screening, shade, aesthetics, wildlife habitat, runoff pollution prevention, and directing traffic flow onto and within the community, such as low impact development standards. The perimeter landscape buffers are outlined in the table below which compares the standard buffers for the development, to what the applicant is providing in the PD. As seen in the chart, the buffer widths being provided for the north, south, east and west boundaries are all exceeding the minimum width requirements.

LANDSCAPE BUFFERS		
	REQUIRED	**PROVIDED**
NORTH	TYPE B (15')	TYPE B (25')
SOUTH	TYPE C (20')	TYPE C (25')
EAST	TYPE C (20')	TYPE C (25')
WEST	TYPE C (20')	TYPE C (30')

The development shall comply with the city's Land Development Regulations as well as International Dark Sky standards, designed to reduce light pollution by restricting upward-directed light and avoiding glare.

Each end unit will have a 2-car garage/driveway and each interior unit will have a single-car garage/driveway. The applicant is exceeding the minimum parking requirement of 185 spaces by providing 248 spaces total. The calculations can be seen using the below table.

PARKING	
TOTAL UNITS	74
REQUIRED SPACES/UNIT	2 SPACES/UNIT + 0.5 VISITOR SPACES/UNIT
TOTAL SPACES **REQUIRED**	185 SPACES
INTERIOR UNITS	48
	1 GARAGE SPACE/UNIT 2 DRIVEWAY SPACES/UNIT
TOTAL PER UNIT	3 SPACES/UNIT
TOTAL	144 SPACES
END UNITS	26
	2 GARAGE SPACES/UNIT 2 DRIVEWAY SPACES/UNIT
TOTAL PER UNIT	4 SPACES/UNIT
TOTAL	104 SPACES
OVERALL SPACES **PROVIDED**	248 SPACES

The Planned Development District is intended to provide a method for consideration and approval of unique zoning districts for individual Planned Developments (PD) which are not provided for or allowed in the zoning districts otherwise established. The R-12 zoning district allows multi-family uses such as the Delaney Trinity Reserve PD. However, the applicant is requesting deviations from the city's R-12 zoning district and is proposing a PD that will create tailored zoning district for the project. The code deviations from R-12 to the Delaney Trinity Reserve PD are outlined in the table below.

LIST OF DEVIATIONS		
	R-12 REQUIRED	**TRINITY RESERVE PD**
FRONT YARD SETBACK	30'	20'
REAR YARD SETBACK	25'	10'
LOT WIDTH	75'	20'
MAX. IMPERVIOUS (TOTAL SITE)	50%	70%
MIN. FLOOR AREA/UNIT	725 SF	500 SF

School Concurrency: A school concurrency letter dated October 22, 2024, was provided, stating that the district has no objections to the proposed development plan.

Traffic Analysis: An exemption letter from LTG Planning & Engineering dated August 14, 2024, states that a full traffic impact analysis is not required as the threshold of 1,000 trips is not exceeded The City and Volusia County will review the traffic counts to determine if any off site improvements will be required to accommodate the additional impact as part the preliminary plat review.

Stormwater: A **s**tormwater retention is being provided at the southeast corner of the site. Per the proposed PD Agreement, the stormwater system will be designed to meet all required governmental regulations, and that it shall be designed to accommodate a 100-year, 24-hour stom event which will be retained on site.

On November 21, 2024, the Technical Review Committee recommended that the proposed Planned Development Agreement be forwarded on to the Planning Board, subject to addressing remaining Staff comments. At this time the applicant has addressed all staff comments.

Section 33-135 of the Land Development Regulations provides the following criteria, which the City Commission shall utilize in reviewing a rezoning request:

1. Is the proposed rezoning consistent with the Comprehensive Land Use Plan, the land use, zoning pattern and character of the surrounding area?

The subject property abuts single-family directly to the south and is across the street from the Lexington Club and Hunter's Creek apartments. On the Future Land Use map, the surrounding properties are designated as Low Density Residential (LDR) to the west and south, Medium Density Residential (MDR) to the north and Highway Commercial (HC) to the east, with the subject property designated as Medium Density Residential (MDR). According to the 2050 Vision, the parcel is located within Category 2, "Urban Core". The Urban Core is described as being a location where the majority of new growth will take place. The proposed Delaney Trinity PD fits in with the mix of residential uses nearby by providing a multi-family development to serve the current and future residents of the City of DeLand.

2. Will the proposed rezoning have an impact upon the environment or natural resources?

The subject site is heavily wooded and the proposed development would reduce the tree coverage significantly. However, the PD Agreement and associated plan will ensure that tree preservation areas, buffering and minimum tree coverage meet the requirements of the Land Development Regulations. The development has a proposed TPA of 17.3% (1.75 acres/±76,230 sq. ft.) of the total site to Tree Protection Area which is 2.3% more than required by the Land Development Regulations. Low Impact Development (LID) standards will be applied and will include features such as environmentally and Florida-friendly landscape design and runoff pollution prevention.

3. Will the proposed rezoning have an impact upon the economy of the affected area?

The infusion of newer homes in this project offers alternative housing types that should have a positive impact on the general area and potentially raise overall values.

4. Are there changes in the circumstances or conditions affecting the area since the original assignment of zoning that will support the proposed zoning?

The proposed development is within the city's Urban Core; according to the DeLand 2050 Land Use guide, this area is the key area to focus development, and maintain a strong job base, taking advantage of existing infrastructure. Locating higher intensity along select corridors will encourage transit and lessen traffic congestion.

5. Was there a mistake in the original classification?

There was no mistake in the original classification. Standards that are not included in the PD agreement will default to the R-12 zoning district standards and the Land Development Regulations.

6. Will the proposed rezoning have any effect upon the use or value of the affected area?

The infusion of newer homes in this project could have a positive impact on the general area and potentially raise overall values.

7. Will the proposed rezoning have an impact upon public health, safety and welfare?

There is no indication at this time that the new proposal will create additional impacts upon public health, safety or welfare, as all provided public services have the capacity needed to accommodate the proposed development.

D. CONCLUSION:

The Applicant is proposing a rezoning from Volusia County A-3 (Transitional Agriculture), to the Delaney Trinity Reserve PD. Submittal of a preliminary and final plat will be required to ensure the provisions of the Planned Development Agreement are satisfied, as determined by TRC Staff, Planning Board, and City Commission.

E. STAFF RECOMMENDATION:

Staff recommends that the Planning Board forward the request to the City Commission with a recommendation for approval to rezone the subject property.

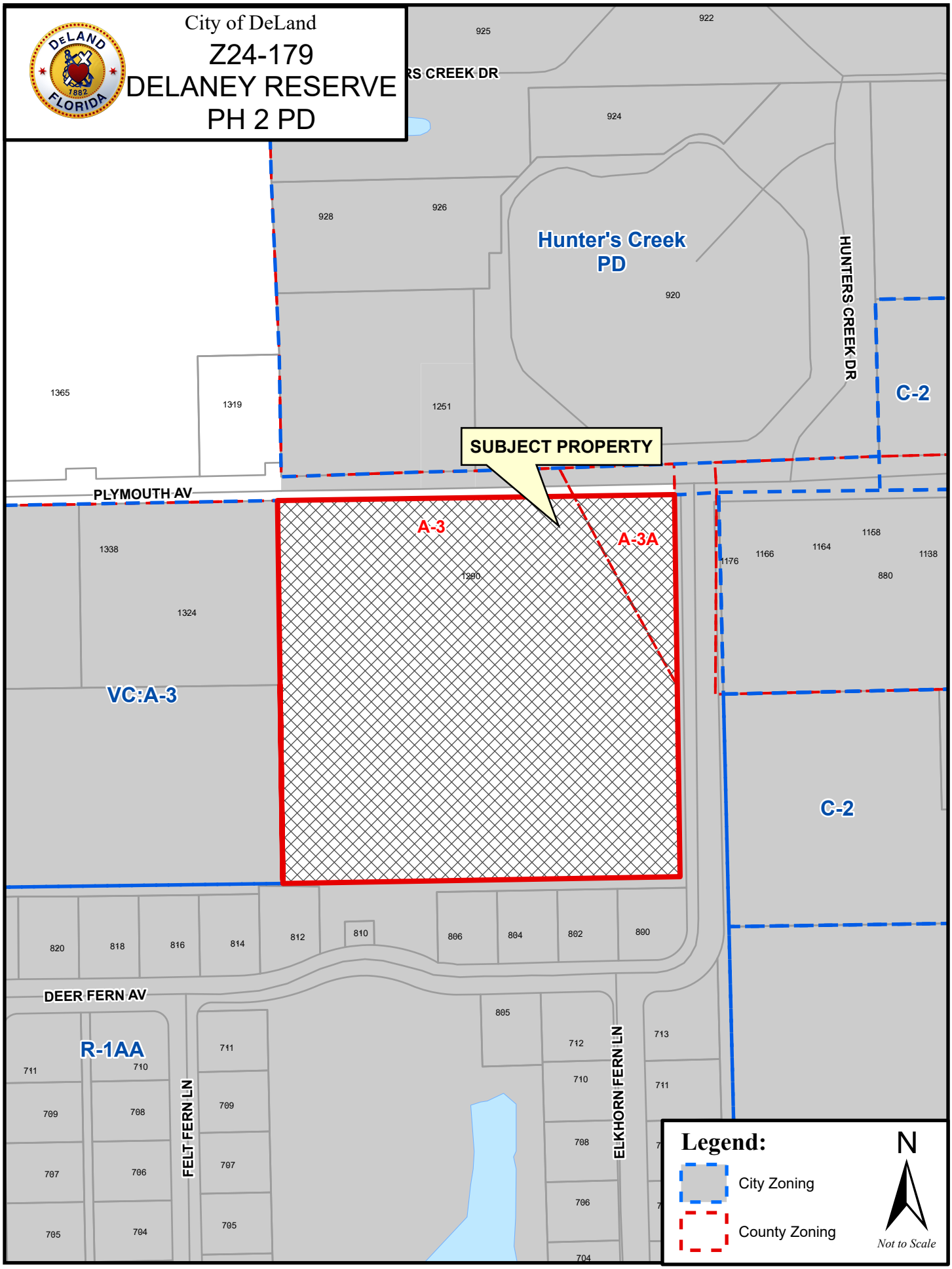
NARRATIVE FOR DELANEY RESERVE PH 2

PUD REZONING, SMALL-SCALE COMP PLAN AMENDMENT

AND ANNEXATION

The subject property is currently in unincorporated Volusia County, but is included in the City of DeLand's utility service area and is shown as part of the planned urban core (Category 2) in the current DeLand 2050 plan. In order to proceed with potential development, annexation is required. In regard to the proposed Medium Density Residential land use classification, the property is adjacent to property that is designated as Highway Commercial, to the east, Medium Density Residential, to the north, and Low Density Residential to the south and west. The applicant is requesting a simultaneous rezoning to Planned Unit Development that will authorize the development of a townhome community. Townhomes are an appropriate transitional housing density between the apartment and townhome development (Lexington Club) to the north, existing commercial development to the east (Putterman Athletics), a planned house of worship to the west (Trinity Methodist Church) and the Heritage Place single family development to the south.

City of DeLand
Z24-179
DELANEY RESERVE
PH 2 PD
CREEK DR
924
928
926
PD
HUNTERS CREEK DR
920
900
C-2
1365
1319
1251
SUBJECT PROPERTY
PLYMOUTH AV
A-3
A-3A
1290
1338
1324
VC:A-3
1176
1166
1164
1158
1138
880
PD
C-2
820
818
816
814
812
810
806
804
802
800
DEER FERN AV
805
712
713
711
710
709
708
707
706
705
704
703
702
R-1AA
FELT FERN LN
ELKHORN FERN LN
PD
Legend:
City Zoning
County Zoning
N
Not to Scale


City of DeLand
Z24-179
DELANEY RESERVE
PH 2 PD
925
922
924
928
926
Hunter's Creek
PD
920
HUNTERS CREEK DR
C-2
1365
1319
1251
SUBJECT PROPERTY
PLYMOUTH AV
A-3
A-3A
1338
1290
1324
1158
1166
1164
1138
1176
880
VC:A-3
C-2
820
818
816
814
812
810
806
804
802
800
DEER FERN AV
805
712
713
710
711
R-1AA
711
710
709
708
707
706
705
704
FELT FERN LN
ELKHORN FERN LN
Legend:
City Zoning
County Zoning
N
Not to Scale

LTG Engineering & Planning

Via email: megan.wilbur@ddcmgmt.com

Ref: 6329.01

TECHNICAL MEMORANDUM

To: Megan Wilbur, CAP 5 Development, LLC

From: Matthew West, AICP

Subject: DeLand Trinity – Buildout Trip Generation and Traffic Impact Analysis (TIA) Exemption
DeLand, FL

Date: August 14, 2024

INTRODUCTION

LTG, Inc. (LTG) has been retained by CAP 5 Development, LLC to conduct a trip generation analysis for the proposed DeLand Trinity development. The development is located in the southwest corner of the intersection of Plymouth Avenue and Deer Fern Avenue, in the City of DeLand, Florida. The development will consist of eighty (80) townhomes, based on the requested zoning of Planned Unit Development (PUD). Access to the development is proposed via Plymouth Avenue. A conceptual site plan is attached as **Exhibit A**. The trip generation will be used to determine if a daily or p.m. peak-hour threshold is reached which would require a TIA.

The methodology and procedures used in this analysis are consistent with engineering standards, City requirements, and the TIA Guidelines adopted by the River to Sea Transportation Organization (R2CTPO).

PROJECT TRIP GENERATION

The daily, a.m. and p.m. project trip generation for the proposed development was determined using the Institute of Transportation Engineers (ITE), *Trip Generation Manual, 11th Edition*. ITE land use code 215 (Single Family Attached Housing) was used for the townhome land use. A comprehensive plan amendment (CPA) was completed in a separate technical memorandum, which documented the future land use (FLU) requested change from Urban Low Intensity to Medium Density Residential and permitted a maximum allowable development program of 120 dwelling units. Since the development PUD is less than the maximum allowed under the requested FLU, the maximum development program produced by the requested FLU will be used for a more conservative analysis. The resulting project trip generation is shown in **Table 1**.

Table 1
Project Trip Generation
DeLand Trinity

Time Period	Land Use	ITE LUC	Trip Rate Equation	Size	Units	Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips
Daily	Single-Family Attached Housing	215	T=7.62(X)-50.48	120	DU	50%	50%	432	432	864
AM PH			T=0.52(X)-5.7			25%	75%	14	43	57
PM PH			T=0.6(X)-3.93			59%	41%	40	28	68

CONCLUSION

The threshold for which a TIA is required, using R2CTPO and City requirements, is a net external trip generation of at least 1,000 daily trips or 100 peak-hour trips. Based on the results of the trip generation analyses the maximum development scenario permitted by the FLU, a TIA will not be required. Therefore, a TIA will not be required for the PUD development program of 80 townhomes. Since the total trips for daily and p.m. peak-hour do not exceed the thresholds, LTG recommends that the requirement for a TIA be waived for the DeLand Trinity project at this time.

I hereby acknowledge that the procedures and references used to develop the results contained in these computations are standard to the professional practice of Transportation Planning.

Matthew West AICP

Digitally signed by Matthew West AICP
DN: C=US, E=mwest@ltg-inc.us, O="LTG, Inc.", OU=Director of Planning, CN=Matthew West AICP
Reason: I am approving this document
Date: 2024.08.14 09:37:43-04'00'

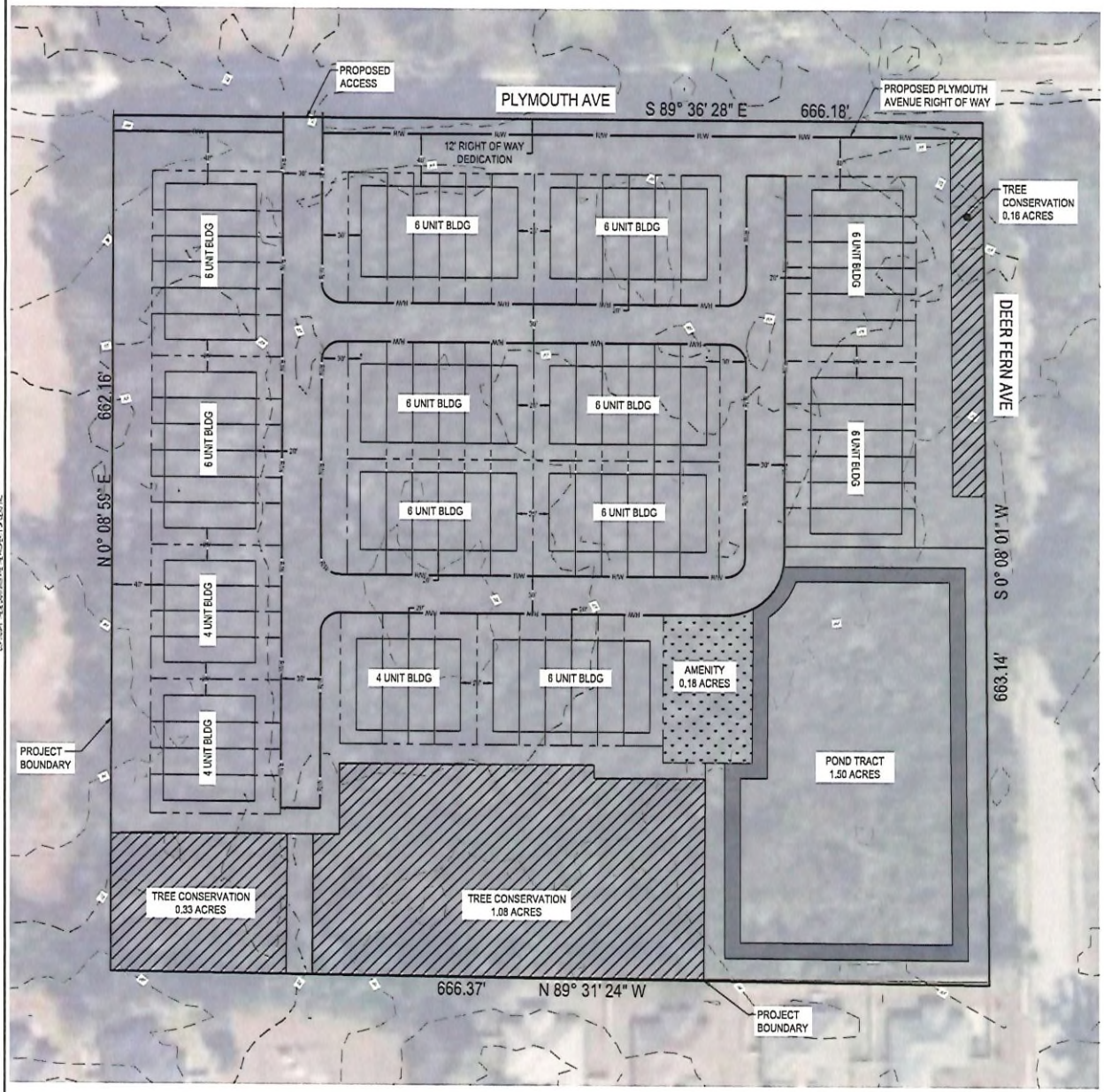
Matthew West, AICP

August 14, 2024

Date

Exhibit A

Site Plan



PROPERTY DATA:

PARCEL OWNER: TRINITY UNITED METHODIST CHURCH DELAND FLORIDA, INC.
PARCEL ID: 7007000000330

ADDRESS: 1290 W PLYMOUTH AVE
DELAND, FL 32720

PROPERTY AREA: ± 10.36 ACRES

SETBACKS — PROPOSED MINIMUM STANDARDS

RESIDENTIAL AREA:

FRONT YARD:	20'
SIDE YARD:	6'
REAR YARD:	10'
SPACING BETWEEN BUILDINGS:	25'

LANDSCAPE BUFFER

RESIDENTIAL AREA:

NORTH:	30' TYPE C
SOUTH:	25' TYPE C
EAST:	25' TYPE C
WEST:	25' TYPE C

* TYPE C INDICATES CONDITIONAL USE
PER ARTICLE II SEC23-17. - ZONING DISTRICTS
CITY OF DELAND CODE OF ORDINANCES

TREE PROTECTION AREA
15% OF SITE REQUIRED — TOTAL TREE PROTECTION AREA: 1.57 AC (15%)

FLOODPLAIN DESIGNATION:
ACCORDING TO F.I.R.M. NO. 12127C0465H, BEARING AN EFFECTIVE DATE OF 02/19/2014, THE SUBJECT PROPERTIES ARE LOCATED IN A ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL FLOOD PLAIN).

TRASH PICK-UP:
SOLID WASTE DISPOSAL WILL BE VIA CURB SIDE PICK-UP.

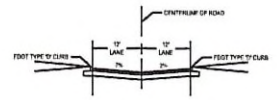
PARKING SPACES			
	STANDARD	VISITOR	TOTAL
REQUIRED	156	39	195
PROPOSED	156	106	262

*PARKING: 2 SPACES/ UNIT = 78 UNITS X 2 = 156 SPACES
0.5 VISITOR SPACES / UNIT = 0.5 X 78 = 39 SPACES

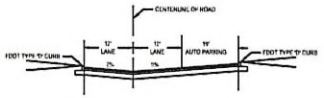
PARKING :
INTERIOR UNITS
1 UNIT - GARAGE PARKING
2 UNIT - DRIVEWAY
3 TOTAL PER INT. UNIT
3 x 50 = UNITS 150 PARKING SPOTS PROVIDED

EXTERIOR UNITS
2 UNIT - GARAGE PARKING
2 UNIT - DRIVEWAY
4 TOTAL PER EXT. UNIT
4 x 28 = UNITS 112 PARKING SPOTS PROVIDED

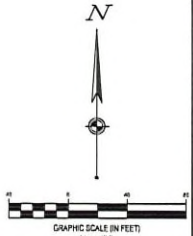
TOTAL PARKING PROVIDED
150 + 112 = 262



TYPICAL ROADWAY SECTION



TYPICAL ROADWAY SECTION WITH PARKING



CESO
www.cesoinc.com

NO.	DATE	REVISION DESCRIPTION

DDCM DELANEY RESERVE
TOWHOMES PHASE 2 PD
DELAND, FL
1290 W PLYMOUTH AVE DELAND FL 32720

CONCEPT PLAN

ISSUE:	PHU-PI HMIT
DATE:	09/16/2024
JOB NO.:	761391
DESIGN:	SCR
DRAWN:	SCR
CHECKED:	

SHEET NO.
PD-3

VOLUSIA COUNTY SCHOOLS

Carmen J. Balgobin, Ed.D
Superintendent of Schools

School Board of Volusia County

Ms. Jamie M. Haynes, Chairman
Mrs. Anita Burnette, Vice Chairman
Mr. Ruben Colón
Mr. Carl Persis
Mrs. Jessie Thompson

School Adequate Capacity Determination
Finding of Adequate Capacity Letter

October 22, 2024

Mr. Mark A. Watts, Esq
Cobb Cole
231 N woodland Blvd
DeLand, FL 32720

RE : Delaney Reserve Ph 2 – City of DeLand
School Concurrency Case # 24-08-26-001-A

Dear Mr. Watts:

The County Charter requires any Comprehensive Plan Amendment or Rezoning that allows increased residential density to be effective only when adequate public schools can be timely planned and constructed to serve the projected increase in student population. The district uses this requirement as the guiding principle behind the school adequate capacity review.

District staff reviewed the information for the proposed project known as Delaney Reserve Ph 2 associated with 10.14 +/- acres of property located at or near the intersection of W Plymouth Ave and N Spring Garden Ave within DeLand city limits. The proposed project would provide eighty (80) multi-family townhome units.

The district uses a countywide Student Generation Rate (SGR) of (0.137) per multi-family dwelling unit to calculate projected students. By applying the SGR to the use types in Table 1 below, the project could generate eleven (11) full time students.

Table 1

UNIT TYPE	SGR	UNIT COUNT	STUDENTS GENERATED
Single Family Dwelling Unit	0.258	0	0
Multifamily Dwelling Unit	0.137	80	11
Manufactured Home Dwelling Unit	0.052	0	0
	Total	**80**	**11**

When performing an adequate capacity review (Table 2, next page), district staff evaluates the effects of the proposed change compared to any remaining permanent capacity within the impacted schools, up to 100%. The projected increase in student population may be over 100% if there are plans to serve increased student population in that planning area within the long-term planning horizon. A finding of adequate capacity may be issued in either case.

Adequate Capacity Review

Table 2

Schools	SY 2024/25 Enrollment	% of Permanent Capacity	Plans for Capacity Increase Long-Term	Traditional K-12 students projected
Citrus Grove Elementary	733	**117%**	No	4
Southwestern Middle	664	86%	No	2
West CSA (DeLand High)	2,956	115%	No	4
Other				1

The student projections generated by this project **will** increase the existing percentage above 100% permanent capacity at the elementary and high school levels. At the high school level, the concurrency service area (CSA) for DeLand High is at or over 100% but below 120% for level of service (LOS) standards. However, at the elementary school level, the CSA for Citrus Grove Elementary is at or over 115% for LOS standards. A secondary capacity review is therefore required (Table 3).

Secondary Capacity Review

Table 3

Schools	Adopted LOS	SY 2023/24 Enrollment	Existing LOS w/ Adq	Students Generated by Request	Result LOS
Citrus Grove Elementary	115%	733	116%	4	**117%**
Woodward Avenue Elementary	115%	538	104%	-	104%
Elementary CSA Average					111%

A secondary capacity review evaluates whether there is sufficient capacity available in an adjacent CSA. In this case, the CSA for Woodward Avenue Elementary has been identified as a valid adjacency per the policies and conditions established by the School Board. As the average LOS of 111% for both schools falls below mitigation thresholds, the school district has no objections to the proposed development plan.

Minimum planning considerations should include pedestrian and vehicular access, safety, connectivity, and buffering. Additional considerations, particularly for gated and muti-family communities, include accessibility for school buses, by ensuring a turn radius of at least 60 feet at all entrances and exits, and the inclusion of dedicated pickup/drop off sites.

All future development orders, such as site plans and subdivisions, are subject to school concurrency review. School concurrency will be evaluated at the time when the impact of development is specifically quantified and known. Only funded school improvements and then current capacity will be considered at that time.

No student reservations have been made at this time.

Please note the School Board has the right to adjust the attendance boundaries to balance the student enrollment populations at these area schools. Consequently, students generated from this project may not attend the current assigned schools.

Should you need additional information, please contact me at (386) 947-8786, extension 50802.

Sincerely,

James F. Roberts
Specialist, Planning & GIS

CC: Carmen J. Balgobin, Ed.D, Superintendent of Schools
Ron Young, Director of Planning & Construction
Robert J. Voges, Ed.S, Planning Coordinator
Belinda Williams-Collins, AICP, Senior Planner, City of DeLand

VOLUSIA COUNTY SCHOOLS

Finding of Adequate School Capacity

VOLUSIA COUNTY SCHOOL BOARD

Project Information	
Project Name	Delaney Reserve Ph 2
VCSB Project #	**24-08-26-001-A**
Jurisdiction Project #	
Parcel ID Numbers	7007-00-00-0030
Project Location	W Plymouth Ave and N Spring Garden Ave
Potential Residential Units	80 Multi-Family Units
Property Owner/Applicant	Mr. Mark A. Watts, Esq - Cobb Cole
Notes: Additional review will be required at the time of subdivision/site plan submittal(s). No Student Reservations have been made.	

Based upon the Findings of Fact, pursuant to School Board Policy 612 and Section 206 of the County Charter, the school district has determined at this time that school capacity is adequate to serve the proposed increase in residential density. This Finding shall constitute competent substantial evidence that adequate public school capacity is likely to be available at the time it is required to serve the planned new development.

Capacity is <u>not</u> being reserved with this Finding unless otherwise noted on this document. This Finding of Adequate School Capacity allows this subject project to continue through the Comprehensive Plan Amendment and/or rezoning process; however, it may be subject to additional school capacity review in the future.

James F. Roberts
Specialist, Planning & GIS

October 22, 2024
Issue Date

Created: 9/2007
Owner: Facilities Services

2007-073-VCS
Print Locally

CITY OF DELAND
Request for Commission Action
June 16, 2025

SUBJECT: First Reading of Ordinance Amending Taylor Ridge PD, Located at 1298 South Blue Lake Avenue, Amended to Modify the Tree Mitigation Language.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Ordinance , Exhibit A- Legal Description, Exhibit B- First Amendment to the Taylor Ridge PD, Z25-038 Survey, Z25-038 Overall Concept Plan (revised), Z25-038 Staff Report, Z25-038 Sheet L101 Statistical Tree Mitigation Plan, Z25-038 Existing Conditions Map, Z25-038 Project Narrative, Z25-038 Aerial, Z25-038 Zoning, Z25-038 Letter of Support

APPROVED BY: Michael Grebosz, Asst. City Manager, June 11, 2025

SUMMARY/HIGHLIGHT:

The applicant is requesting to amend the Taylor Ridge PD to modify the tree mitigation requirements for trees that are in poor health and poor quality. The original PD that was approved by City Commission on February 5, 2024, included in the environmental standards section that all trees 6 inches DBH and larger, regardless of condition, were to be mitigated. However, with this amendment, the PD will make a distinction between trees that are healthy and viable, versus trees that are deteriorating and in poor condition. This language is similar to the tree replacement requirements of Volusia County. In the county, trees that are damaged and deteriorating are considered exempt from replacement calculations. However, the city's regulations do not have such a distinction. With this amendment, trees in poor health will be replaced at a reduced mitigation rate of 10%.

On May 14, 2025, the Planning Board voted to approve the PD amendment, 4-1. The Board would like to add: "and agreed upon by the city forester" as a condition when determining the health of a tree deemed to be in poor health or unable to be restored. Multiple members of the public spoke in favor of the amendment.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Institute Smart Growth Priniciples.

SUSTAINABILITY:

Modifying the PD zoning designation of this property will permit development for residential purposes that align with the city's development requirements and will enable the city to continue active pursuit of its vision and strategic plan.

FISCAL IMPACT:

Residential development of this property, and inclusion of the residential units onto the city's tax rolls will increase funds for city services.

RECOMMENDATION:

It is recommended that the City Commission approve the Taylor Ridge PD Amendment, on first reading.

BACKGROUND/DISCUSSION:

The Taylor Ridge PD consists of ± 26.011 acres of vacant, wooded land, located on the northwest corner of S. Blue Lake Ave. & E. Taylor Rd. The PD was originally approved by the City Commission on February 5, 2024, for a 65-lot single-family residential subdivision. The property was also the first to apply the city's newest land use designation TRD (Transitional Residential Development).

ORDINANCE NO. 2025 -

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING TAYLOR RIDGE PLANNED DEVELOPMENT (PD), ON PROPERTY LOCATED AT 1298 SOUTH BLUE LAKE AVENUE; APPROVING AN AMENDMENT TO A PLANNED DEVELOPMENT PLAN ORIGINALLY CONSISTING OF APPROXIMATELY 26.011 +/- 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, Esquire, on behalf of the owners, has filed for an amendment to the Taylor Ridge Planned Development (PD) originally consisting of approximately 26.011 +/- acres of land located at 1298 S 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 Taylor Ridge Planned Development was approved by the City Commission on February 5, 2024 (Ordinance No. 2024-07); and

WHEREAS, the applicant is proposing an amendment to the Taylor Ridge PD in order to revise the tree mitigation language; and

WHEREAS, said amendment is consistent with both the Comprehensive Plan and the purpose and intent of Section 33-32 and Section 33-135 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 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 Transitional Residential Development 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 amendment to the Taylor Ridge Planned Development Agreement originally consisting of approximately 26.011 +/- acres of land located at 1298 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 Taylor Ridge 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 which were previously submitted for the Taylor Ridge PD, Planned Development District, as well as the documentation submitted along with the current application, all of

which has been filed and will be 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 and Development Agreement for Taylor Ridge PD, Planned Development District, shall be amended as per the attached Exhibit "B" which by this reference made a part hereof.

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

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

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

Section 8. The Planning Director is 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 9. 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 10. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this ___ day of _____, 2025.

_____
Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

_____
Julie A. Hennessy
City Clerk - Auditor

Passed on first reading:
Adopted on second reading:

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

LEGAL DESCRIPTION

Parcel 1:
The South ½ of the Southeast ¼ of the Southeast ¼, lying North of Taylor Road, Section 22, Township 17 South, Range 30 East, Volusia County, Florida, Less and Except Road Right of Ways.

also described as:

All of Blocks 1 and 2, and that portion of Blocks 3 and 4, lying North of Taylor Road, Carroll and Marshall Addition to Deland, according to the map thereof as recorded in Map Book 9, Page 22, Public Records of Volusia County, Florida, Less and Except Road Right of Ways.

Parcel 2:
The Northeast ¼ of the Southeast ¼ of the Southeast ¼, Section 22, Township 17 South, Range 30 East, Volusia County, Florida, Less Road Right of Way.

CONTAINING: 26.011 acres, more or less

EXHIBIT "B"

FIRST AMENDMENT TO TAYLOR RIDGE

PLANNED DEVELOPMENT AGREEMENT

This First Amendment to the Taylor Ridge Planned Development Agreement (the "First Amendment") is made this _____ day of _____, 2025 between the **CITY OF DELAND,** a Florida municipal corporation (hereafter, the "City"), whose mailing address is 120 S. Florida Avenue, DeLand, FL 32720, **TLC BLUE LAKE, LLC**, a Florida limited liability company with a mailing address of 605 Commonwealth Ave., Orlando, FL 32803 (hereafter, "TLC").

WHEREAS, the City and TLC previously entered into that certain Planned Development Agreement (the "PD Agreement") dated on or about February 5, 2024 and recorded in Official Records Book 8526, Page 3905 of the Public Records of Volusia County, Florida in connection with the rezoning of 26.011 +/- acres known as the "Taylor Ridge PD"; and

WHEREAS, TLC desires to modify the language regarding the required mitigation for the removal of trees designated by an arborist as poor and unable to be restored to viability, which are located on the property; and

WHEREAS, TLC desires to modify the language regarding the required mitigation for the removal of non-specimen, non-historic trees; and

WHEREAS, the application of TLC to amend the Taylor Ridge PD was duly and properly filed with the City on March ____, 2025 and the application was reviewed by the City's Community Development Department and determined to be consistent with the City's Comprehensive Plan; and

WHEREAS, Public Hearings on this First Amendment to the Taylor Ridge PD Agreement were held by the Planning Board on _____, 2025 and the City Commission on

_____, 2025 and _____, 2025 after due public notice was provided in accordance with the City's Land Development Regulations Ordinance No. 2013-11, as amended.

NOW THEREFORE, the City and TLC acknowledge and agree that the Taylor Ridge PD is hereby amended to reflect the following changes, revisions and amendments to the Taylor Ridge PD Agreement and amended Planned Development Plan:

1. Paragraph I (8) of the Development Agreement for the Taylor Ridge PD is added to as follows **(changes shown in ~~strikethrough~~/underline format):**

8. As a result of the high percentage of trees designated by an arborist as poor and unable to be restored to viability identified in the statistical tree survey, mitigation of non-specimen protected trees designated by an arborist (and as agreed upon by the City Forester) as poor and unable to be restored to viability shall be based on a calculation of 10% of the DBH of the removed trees. Mitigation for healthy non-specimen, healthy specimen and historic trees shall be as provided by the Land Development Code.

IN WITNESS WHEREOF, the City and TLC have caused this First Amendment to the Taylor Ridge Planned Development Agreement to be duly executed by their authorized representatives as of the last date entered below.

(Signatures on Following Pages)

ATTEST:

Michael Pleus
City Manager

City Commission of DeLand Florida

Christopher M. Cloudman
Mayor

STATE OF FLORIDA

CITY OF DELAND

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2025 by Michael Pleus and Christopher M. Cloudman, as City Manager and Mayor, City of DeLand, respectively, on behalf of the City of DeLand, and who are personally known to me.

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

_____

Commission No.: _____

My Commission Expires: _____

WITNESSES

_____
Print Name
_____
Sign Name

_____
Print Name
_____
Sign Name

TLC BLUE LAKE, LLC,
a Florida limited liability company

By: _____
ANDREW J. OROSZ
Authorized Representative

Date: _____

STATE OF _____
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2025, by ANDREW J. OROSZ, as Authorized Representative for and on behalf of **TLC BLUE LAKE, LLC**. He is personally known to me or has produced _____ as identification.

_____
Notary Public

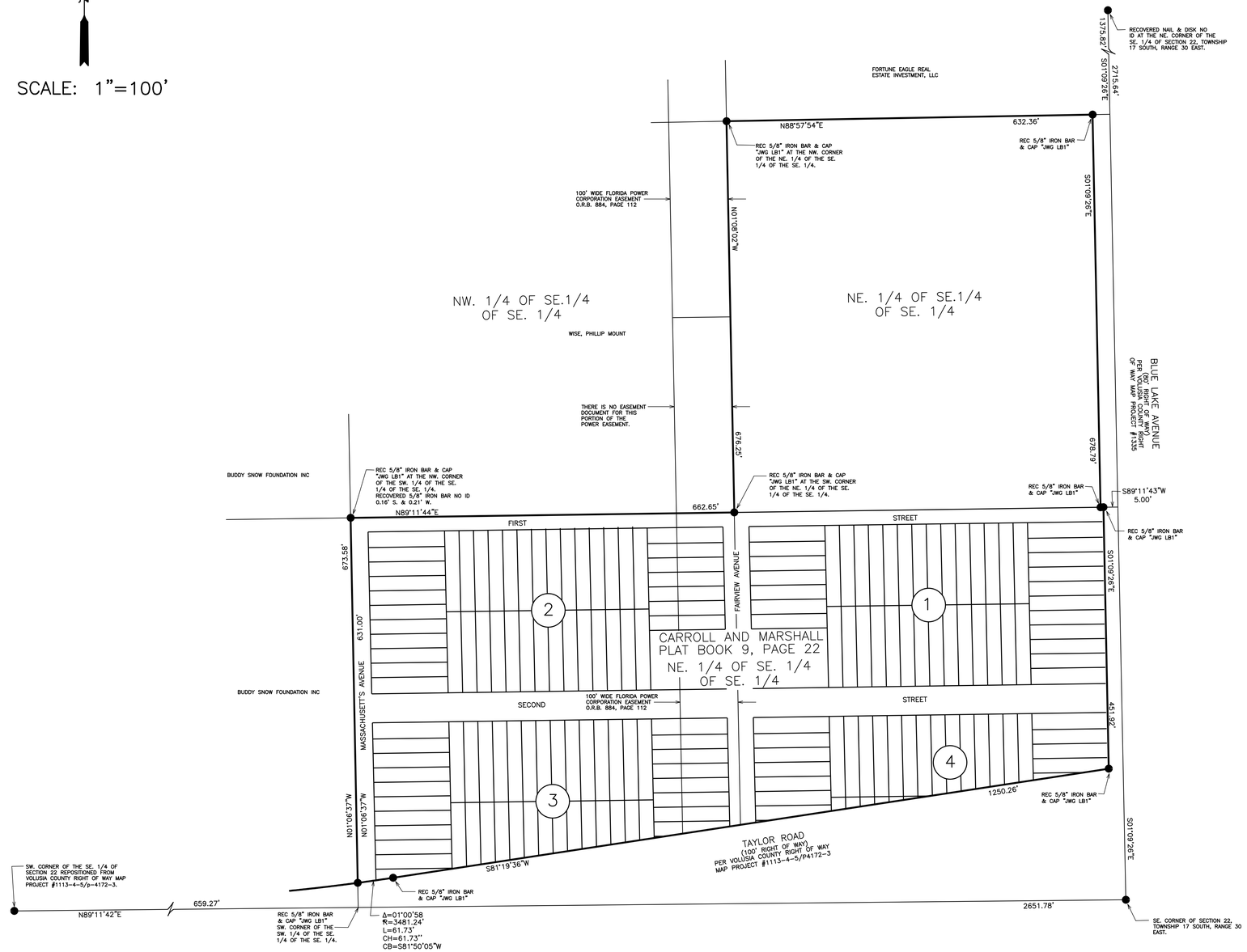
Seal

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

(ALTA/NSPS) BOUNDARY SURVEY

SECTION 22, TOWNSHIP 17 SOUTH, RANGE 30 EAST
VOLUSIA COUNTY, FLORIDA

SCALE: 1"=100'



DESCRIPTION

Parcel 1:
The South 1/2 of the Southeast 1/4 of the Southeast 1/4, lying North of Taylor Road, Section 22, Township 17 South, Range 30 East, Volusia County, Florida, Less and Except Road Right of Ways.

also described as:

All of Blocks 1 and 2, and that portion of Blocks 3 and 4, lying North of Taylor Road, Carroll and Marshall Addition to Deland, according to the map thereof as recorded in Map Book 9, Page 22, Public Records of Volusia County, Florida, Less and Except Road Right of Ways.

Parcel 2:
The Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4, Section 22, Township 17 South, Range 30 East, Volusia County, Florida, Less Road Right of Way.

CONTAINING: 26.011 acres, more or less.

LEGEND

R	=	RADIUS
Δ	=	DELTA
L	=	LENGTH
CH	=	CHORD LENGTH
CB	=	CHORD BEARING
ASPH	=	ASPHALT
BC	=	BACK OF CURB
BNDY	=	BOUNDARY
C&G	=	CURB & GUTTER
CM	=	CONCRETE MONUMENT
CONC.	=	CONCRETE
CSL	=	CONCRETE SLAB
D	=	DESCRIPTION
DOC.	=	DOCUMENT
EL.	=	ELEVATION
EP	=	EDGE OF PAVEMENT
F	=	FIELD
FL	=	FLOWLINE OF CURB
IBC	=	IRON BAR & CAP
ID	=	IDENTIFICATION
INV	=	PIPE INVERT
MES	=	MITERED END SECTION
N&D	=	NAIL & DISK
OHE	=	OVERHEAD ELECTRIC WIRES
ORB	=	OFFICIAL RECORDS BOOK
P	=	PLAT
PB	=	PLAT BOOK
PG	=	PAGE
POB	=	POINT OF BEGINNING
POC	=	POINT OF COMMENCEMENT
RCP	=	REINFORCED CONCRETE PIPE
REC	=	RECOVERED
TB	=	TANGENT BEARING
W/	=	WITH
	=	CABLE RISER
	=	ELECTRIC SERVICE BOX
	=	GUY ANCHOR
	=	MAILBOX
	=	MANHOLE-SANITARY
	=	PEDESTRIAN CROSSING SIGN
	=	POWER POLE-CONCRETE
	=	POWER POLE-METAL
	=	POWER POLE-WOOD
	=	SIGN
	=	TELEPHONE PEDESTAL
	=	WELL PUMP
	=	4"X4" CONCRETE MONUMENT
	=	5/8" IRON BAR & CAP, UNLESS NOTED OTHERWISE

NOTES
1. This Plat represents a Boundary Survey of the Description provided by client to Jones, Wood & Gentry, Inc. and does not indicate ownership.

2. Bearings shown hereon are based on the East Boundary of the Southeast 1/4 of Section 22 as bearing S01°09'26"E, per Florida State Plane coordinates Zone East.

3. A Commitment for Title Insurance was prepared by Fidelity National Title Insurance Company, Commitment No. 10918003 with a commitment date of December 15, 2022 at 5:00 P.M. and was provided to Jones, Wood & Gentry, Inc. for use in preparing this survey. Research of the public records was not a part of the Scope of Surveying Services contract. Items listed in Schedule B Section II of the title commitment, to the extent they affect and can be shown graphically on the survey, relative to the subject property, are listed below:
IITEM 5. Easement in favor of Florida Power Corporation recorded November 1, 1966 in Official Records Book 884, Page 112; Subordination of Utility Interests recorded March 19, 1991 in Official Records Book 3603, Page 829. O.R.B. 884, Page 112 describes a 100' wide Power easement. But does not describe that part of the property known as "The S. 1/2 of the NW. 1/4 of the SE. 1/4 of the SE. 1/4 of SECTION 22" as shown hereon. O.R.B. 3603, Page 829 does not affect the property. That description described the a portion of the powerline easement where the Taylor Road widening occured and no longer affects the property.

4. Elevations shown hereon are based on Volusia County 1988 datum Vertical Control Points:
BLA#4 X-Cut in Concrete Published Elevation 84.343.

ALTA CERTIFICATION
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 8, 11(as to observed evidence), 13, 14, 16, 17, 18 and 19 of Table A thereof. The field work was completed on February 10, 2023.

CERTIFIED TO:
Landsea Homes of Florida, LLC
Shutts & Bowen LLP

MEMBERS F.S.M.S.
JONES, WOOD & GENTRY, INC.
PROFESSIONAL SURVEYORS AND MAPPERS – LB1
9645 EAST COLONIAL DRIVE
SUITE 114
ORLANDO, FLORIDA 32817
407-898-7780

NOT VALID WITHOUT SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

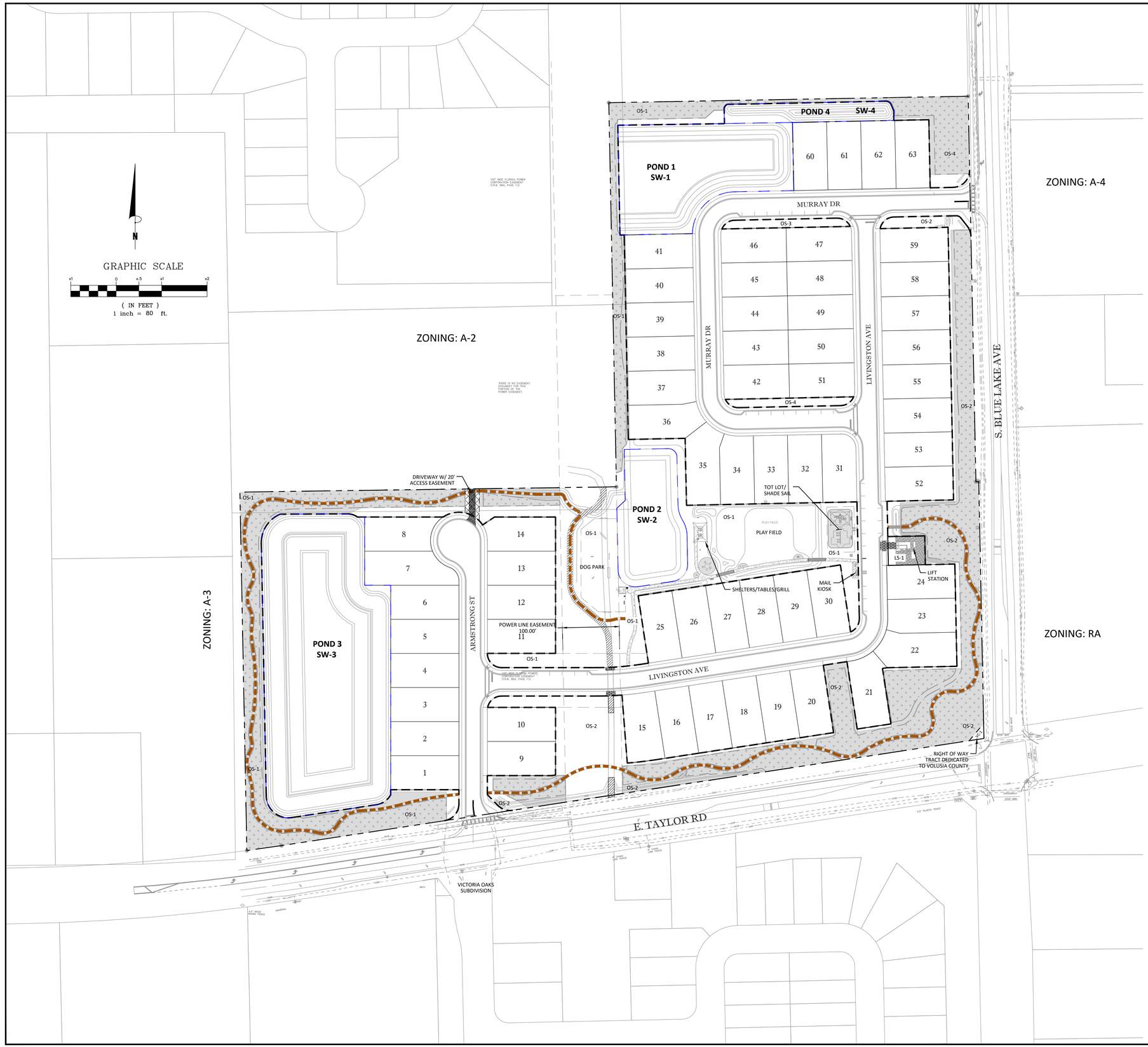
DANIEL E. GENTRY JR., Florida Registration Number 5047

DANIEL E. GENTRY JR. CERTIFICATE NO. 5047 STATE OF FLORIDA REG. SURVEYOR

FOR:
HANOVER LAND COMPANY, LLC

IT IS CERTIFIED THAT THE SURVEY REPRESENTED HEREON WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 FLORIDA STATUTES. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

BY: DG3
DATE: 02-10-23
DRAWING: 29293-COV.DWG
JOB #: 29293
SHEET: 1 OF 1



SITE DATA

SUBDIVSION PROJECT AREA:	26.00 AC	
RIGHT OF WAY DEDICATION:	0.01 AC	
TOTAL:	**26.01 AC**	
LOTS / UNITS:	63 LOTS	
DENSITY:	2.42 UNITS / AC	
TOTAL LENGTH OF STREETS	3043 LF	
LAND USE:	VACANT	
FUTURE LAND USE:	TRANSITIONAL RESIDENTIAL DEV.	
ZONING:	PD	

LOT / UNIT SUMMARY:

60' LOTS:	63	
TOTAL:	**63 LOTS**	
TOTAL PROJECT AREA:	26.01 AC	
RESIDENTIAL LOT AREA	10.44 AC	**40%**
INTERNAL RIGHT OF WAY	3.59 AC	**14%**
RIGHT OF WAY DEDICATION	0.01 AC	**0%**
LIFT STATION	0.08 AC	**0.3%**
OPEN SPACE	11.90 AC	**46%**
STORMWATER TRACTS	4.44 AC	
TREE PROTECTION	4.10 AC	**15.8%**
POWERLINE EASEMENT	1.14 AC	
OPEN SPACE* (INCLUDES AMENITIES, & LANDSCAPE BUFFERS)	2.22 AC	
TOTAL AREA	26.01 AC	**100%**

*NOTE THAT OPEN SPACE IS GENERAL OPEN SPACE; NOT TOTAL AREA OF OPEN SPACE TRACTS.

DETACHED DEVELOPMENT STANDARDS (PROVIDED)

MIN. LOT WIDTH:	60 FT
MIN. LOT DEPTH:	115 FT
MAX. IMPERVIOUS AREA LOT COVERAGE:	65 %
MAX. BUILDING HEIGHT:	35 FT
SETBACKS:	
FRONT (TO THE STRUCTURE):	15 FT
REAR:	20 FT
SIDE:	5 FT
STREET SIDE (CORNER):	15 FT
GARAGE (TO GARAGE FACE/DOOR):	25 FT

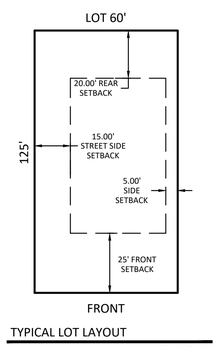
TRACT TABLE

TRACT	AREA	DESCRIPTION	OWNERSHIP
LS-1	0.08 AC	LIFT STATION TRACT	CITY OF DELAND
VC-1	0.01 AC	RIGHT OF WAY DEDICATION	VOLUSIA COUNTY
SW-1	1.09 AC	STORMWATER MANAGEMENT	HOMEOWNER'S ASSOCIATION
SW-2	0.58 AC	STORMWATER MANAGEMENT	HOMEOWNER'S ASSOCIATION
SW-3	2.53 AC	STORMWATER MANAGEMENT	HOMEOWNER'S ASSOCIATION
SW-4	0.23 AC	STORMWATER MANAGEMENT	HOMEOWNER'S ASSOCIATION
OS-1	4.38 AC	OPEN SPACE / AMENITIES / WALL EASEMENT / ACCESS EASMENT / TPA / NVRA	HOMEOWNER'S ASSOCIATION
OS-2	2.93 AC	OPEN SPACE / WALL EASEMENT / ACCESS EASMENT / TPA / NVRA	HOMEOWNER'S ASSOCIATION
OS-3	0.07 AC	OPEN SPACE / LANDSCAPE BUFFER	HOMEOWNER'S ASSOCIATION
OS-4	0.07 AC	OPEN SPACE / LANDSCAPE BUFFER	HOMEOWNER'S ASSOCIATION

	11.98 AC	TRACT AREA
	10.44 AC	LOT AREA
	3.59 AC	SUBDIVISION RIGHT OF WAY
TOTAL	26.01 AC	

LEGEND

- PROJECT BOUNDARY
- STORMWATER TRACT BOUNDARY
- OPEN SPACE TRACT BOUNDARY
- MULCH TRAIL. SEE LANDSCAPE PLAN FOR DETAILS
- NATURAL VEGETATION RETENTION AREA
- TREE PROTECTION AREA



TYPICAL LOT LAYOUT

SCALE: 1" = 30'

FOR REVIEW ONLY
CIVIL DISCIPLINE ONLY
CERTIFICATE OF AUTHORIZATION NUMBER# 00007550
SEAN CARLTON FORTIER
LICENSE No. 68396
STATE OF FLORIDA
PROFESSIONAL ENGINEER
SEAN C. FORTIER, P.E.
FLORIDA REGISTRATION 68396
NOT VALID FOR CONSTRUCTION UNLESS SIGNED IN THIS BLOCK

KELLY, COLLINS & GENTRY, INC.
KCG
1700 NORTH ORANGE AVENUE, SUITE 400
ORLANDO, FLORIDA 32804
(407) 898-7858 FAX (407) 898-1488

REVISION

DATE

PREPARED FOR:
TLC
BLUE LAKE, LLC

TAYLOR RIDGE SUBDIVISION

OVERALL PLAN

DRAWN: TMT
DESIGN: DSR
CHECKED: SCF
JOB NO.: 1512.000
DATE: 03/05/2025

SHEET
C-2.0

PLANNING DEPARTMENT STAFF REPORT
TO
PLANNING BOARD

May 14, 2025

APPLICATION NO.: Z25-038

STAFF PLANNER: Kendall Story

APPLICANT: Mr. Michael Woods, Esq., Cobb Cole

REQUEST: First Amendment to the Taylor Ridge PD Agreement to modify the tree mitigation language

APPLICABLE REGULATIONS:

Article IV	OVERLAY AND FLOATING ZONES Sec. 33-32 – Planned Development District.
Article XII	ADMINISTRATION AND ENFORCEMENT Sec. 33-135 – Procedure for text amendments & rezoning.

A. SITE FACTORS:

Location:	1298 S. Blue Lake Ave.
Parcel Size:	± 26.01 acres
Land Use:	Transitional Residential Development (TRD)
Existing Zoning:	Taylor Ridge PD
Existing Use:	Undeveloped

	SURROUNDING USE:	SURROUNDING ZONING:
North:	VC: Rural; LDR	VC: A-2; Saddlebrook PD
South:	VC: Rural; New Community Development	Bridle Oaks PD; Victoria Park PD
East:	VC: Rural	VC: A-3
West:	VC: Urban Low Intensity	VC: RA; VC: A-4

B. HISTORY:

The Taylor Ridge PD consists of ± 26.011 acres of vacant, wooded land, located on the northwest corner of S. Blue Lake Ave. & E. Taylor Rd. The PD was originally approved by the City Commission on February 5, 2024, for a 65-lot single-family residential subdivision. The property was also the first to apply the city's newest land use designation TRD (Transitional Residential Development).

C. ANALYSIS:

The preliminary plat for the Taylor Ridge development is currently being reviewed by the Technical Review Committee (TRC). When evaluating the site design, and out of an abundance of caution, it was determined that the size of the original retention pond should be expanded.

In the environmental standards section of the original PD, it outlines the tree replacement and mitigation requirements. The PD requires all specimen and historic trees to be surveyed. For non-specimen or non-historic trees, an arborist must identify statistically significant sample areas. All trees that are 6 inches DBH (diameter at breast height) and larger, regardless of condition, are to be counted as part of the sample areas. The tree density determined by the sample areas is used to determine the tree replacement amount for the site. However, with this amendment, the PD will make a distinction between trees that are healthy and viable, versus trees that are deteriorating and in poor condition. This proposed revision to the tree mitigation language is similar to the tree replacement requirements of Volusia County. In the county, trees that are damaged and deteriorating are considered exempt from replacement calculations. However, the city's regulations do not have such a distinction. With this amendment, trees in poor health will be replaced at a reduced mitigation rate. The mechanism for making modifications to the tree mitigation language is through a PD amendment, and City Commission action.

Per the applicant's arborist, Laurel Oak trees, which are known for being structurally weak and prone to breakage, are prevalent throughout the site. Over recent years the site experienced a significant amount of storm-related tree damage and poor pruning practices carried out by the utility company, all which have contributed to increased tree stress and vulnerability. If amended, deteriorating trees that are in poor condition will be done based on a reduced replacement rate. Specifically, the applicant has requested the following revised language:

> *"As a result of the high percentage of trees designated by an arborist as poor and unable to be restored to viability identified in the statistical tree survey, mitigation of non-specimen protected trees designated by an arborist as poor and unable to be restored to viability shall be based on a calculation of 10% of the DBH of the removed trees. Mitigation for healthy non-specimen, healthy specimen and historic trees shall be as provided by the Land Development Code."*

D. CONCLUSION:

The Applicant is requesting an amendment to the Taylor Ridge PD agreement to modify the tree mitigation language, making a distinction between healthy trees and trees in poor condition.

E. STAFF RECOMMENDATION:

Staff recommends that the Planning Board forward the request to amend the Taylor Ridge PD to the City Commission with a recommendation of approval.

TREE MITIGATION LEGEND

SPECIMEN TREES REMOVED

HISTORIC TREE REMOVED POOR CONDITION

SPECIMEN TREE SAVED

TREE PROTECTION AREA

NATURAL VEGETATION RETENTION AREA

TREE SURVEY LEGEND

= LIVE OAK

= LAUREL OAK

= SLASH PINE

= SAND PINE

= PALM

4

ACREAGE			
0.25	SECTION 1	TREE	SIZE
POOR	A062	LAUREL	16
POOR	A063	LIVE	7
POOR	A064	LAUREL	14
POOR	A065	LAUREL	6
HEALTHY	A066	LAUREL	10
HEALTHY	A067	SLASH	14
POOR	A068	SLASH	6
POOR	A069	LAUREL	12
POOR	A070	LIVE	6
POOR	A071	LAUREL	10
POOR	A072	LIVE	8
HEALTHY	A073	SLASH	9
HEALTHY	A074	LAUREL	13
HEALTHY	A075	LIVE	9
HEALTHY	A075	LIVE	9
POOR	A084	LAUREL	7
HEALTHY	A085	LAUREL	10
HEALTHY	A086	SLASH	11
HEALTHY	A087	LAUREL	8
		TOTAL	93
		healthy protected tree inches per acre	372
		deteriorated laurels >20" per acre	0
		palm inches per acre	0
		poor protected tree inches per acre	368

ACREAGE			
0.3	SECTION 2	TREE	SIZE
HEALTHY	A116	SLASH	20
POOR	A117	SLASH	14
POOR	A118	LIVE	9
HEALTHY	A119	LAUREL	8
POOR	A120	LAUREL	14
POOR	A121	LAUREL	10
POOR	A121	LAUREL	12
HEALTHY	A122	SLASH	14
POOR	A123	LAUREL	14
HEALTHY	A124	SLASH	18
POOR	A125	LAUREL	9
POOR	A126	LAUREL	11
POOR	A127	LAUREL	15
POOR	A128	LIVE	7
POOR	A129	LIVE	6
POOR	A130	LIVE	8
HEALTHY	A131	SLASH	15
POOR	A132	LAUREL	17
POOR	A134	LAUREL	12
POOR	A135	LAUREL	11
POOR	A135	LAUREL	8
HEALTHY	A136	SLASH	22
HEALTHY	A137	LAUREL	11
POOR	A138	LAUREL	10
HEALTHY	A139	LAUREL	7
HEALTHY	A140	SLASH	17
		TOTAL	132
		healthy protected tree inches per acre	440
		deteriorated laurels >20" per acre	0
		palm inches per acre	0
		poor protected tree inches per acre	748

ACREAGE			
0.25	SECTION 3	TREE	SIZE
POOR	T131	LAUREL	16
POOR	T132	LAUREL	9
POOR	T133	LAUREL	11
POOR	T134	SAND	25
POOR	T136	LAUREL	9
HEALTHY	T137	LAUREL	12
POOR	T138	BLACK CHERRY	9
HEALTHY	T140	LAUREL	12
POOR	T141	LAUREL	10
POOR	T145	LAUREL	6
HEALTHY	T147	LAUREL	12
POOR	T148	LAUREL	10
POOR	T149	LAUREL	10
POOR	T150	LAUREL	8
POOR	T151	LAUREL	15
POOR	T152	LAUREL	13
POOR	T153	LAUREL	11
POOR	T154	SLASH	16
HEALTHY	T155	LAUREL	17
POOR	T156	LAUREL	8
POOR	T157	LAUREL	6
POOR	T158	LAUREL	7
OMIT	T164	LAUREL*	21
POOR	T164	LAUREL	11
POOR	T164	LAUREL	18
POOR	T165	LAUREL	16
HEALTHY	T166	LAUREL	18
OMIT	T167	LAUREL*	43
		TOTAL	71
		healthy protected tree inches per acre	284
		deteriorated laurels >20" per acre	8
		palm inches per acre	0
		poor protected tree inches per acre	976

ACREAGE			
0.25	SECTION 4	TREE	SIZE
POOR	T015	LAUREL	12
POOR	T016	SLASH	12
POOR	T017	LAUREL	7
POOR	T018	LAUREL	9
HEALTHY	T020	SLASH	17
HEALTHY	T020	SLASH	16
POOR	T021	LAUREL	15
HEALTHY	T022	LAUREL	9
POOR	T023	LAUREL	11
HEALTHY	T024	LAUREL	10
HEALTHY	T025	LAUREL	11
OMIT	T026	PALM*	25
HEALTHY	T027	LAUREL	10
POOR	T028	LAUREL	8
POOR	T029	LAUREL	6
POOR	T029	LAUREL	7
POOR	T030	LAUREL	6
HEALTHY	T031	SLASH	8
HEALTHY	T037	LAUREL	13
POOR	T038	LAUREL	12
POOR	T039	LAUREL	9
POOR	T040	LAUREL	15
		TOTAL	94
		healthy protected tree inches per acre	376
		deteriorated laurels >20" per acre	0
		palm inches per acre	100
		poor protected tree inches per acre	516

ACREAGE			
0.25	SECTION 5	TREE	SIZE
POOR	T046	LAUREL	11
POOR	T047	LAUREL	9
POOR	T048	LAUREL	7
POOR	T049	LAUREL	9
POOR	T050	LAUREL	9
POOR	T051	LAUREL	6
POOR	T051	LAUREL	7
POOR	T052	LAUREL	8
POOR	T053	LAUREL	9
OMIT	T054	LAUREL*	40
POOR	T055	LAUREL	7
POOR	T056	LAUREL	13
HEALTHY	T057	SLASH	15
POOR	T058	LAUREL	7
POOR	T059	LAUREL	18
OMIT	T061	LAUREL*	24
OMIT	T063	LAUREL*	23
POOR	T066	LAUREL	7
POOR	T069	LAUREL	7
POOR	T070	LAUREL	8
POOR	T071	LAUREL	6
POOR	T072	SLASH	17
OMIT	T073	PALM*	20
POOR	T074	LAUREL	9
OMIT	T075	LAUREL*	20
POOR	T076	LAUREL	17
POOR	T077	LAUREL	13
		TOTAL	15
		healthy protected tree inches per acre	60
		deteriorated laurels >20" per acre	16
		palm inches per acre	80
		poor protected tree inches per acre	816

ACREAGE			
0.3	SECTION 6	TREE	SIZE
HEALTHY	T184	SLASH	15
POOR	T185	SLASH	14
POOR	T186	LAUREL	12
POOR	T187	LAUREL	13
OMIT	T188	LAUREL*	22
POOR	T189	LAUREL	15
POOR	T189	LAUREL	17
POOR	T190	LAUREL	19
POOR	T191	LAUREL	6
POOR	T192	LAUREL	8
OMIT	T193	LAUREL*	41
POOR	T194	LAUREL	19
POOR	T195	LAUREL	18
POOR	T196	SLASH	15
OMIT	T197	LAUREL*	20
OMIT	T197	LAUREL*	21
POOR	T198	LAUREL	13
OMIT	T201	LAUREL*	20
HEALTHY	T205	LAUREL	6
POOR	T206	LAUREL	15
POOR	T207	LAUREL	13
OMIT	T208	LAUREL*	21
POOR	T209	LAUREL	17
POOR	T210	LAUREL	7
POOR	T211	SLASH	16
HEALTHY	T212	SLASH	14
POOR	T213	LAUREL	8
HEALTHY	T214	SLASH	17
POOR	T215	LAUREL	10
HEALTHY	T216	SLASH	17
POOR	T217	LAUREL	8
HEALTHY	T219	SLASH	18
POOR	T220	LAUREL	9
POOR	T221	LAUREL	15
OMIT	T222	LAUREL*	20
POOR	T223	SLASH	14
POOR	T224	LAUREL	15
OMIT	T225	LAUREL*	20
OMIT	T226	LAUREL*	24
		TOTAL	87
		healthy protected tree inches per acre	290
		deteriorated laurels >20" per acre	36
		palm inches per acre	0
		poor protected tree inches per acre	1264

ACREAGE			
0.3	SECTION 7	TREE	SIZE
POOR	A002	LAUREL	12
POOR	A003	LAUREL	12
HEALTHY	A004	SLASH	16
HEALTHY	T321	SLASH	30
POOR	T322	LAUREL	12
POOR	T323	LAUREL	11
POOR	T327	LAUREL	8
POOR	T328	LAUREL	8
POOR	T328	LAUREL	9
POOR	T330	LAUREL	6
OMIT	T331	LAUREL*	20
POOR	T332	LAUREL	9
POOR	T333	LAUREL	13
POOR	T334	LAUREL	12
POOR	T335	LAUREL	12
POOR	T336	LAUREL	9
HEALTHY	T337	SLASH	13
POOR	T338	LAUREL	9
POOR	T339	SLASH	15
POOR	T340	LAUREL	10
HEALTHY	T341	SLASH	13
		TOTAL	72
		healthy protected tree inches per acre	240
		deteriorated laurels >20" per acre	4
		palm inches per acre	0
		poor protected tree inches per acre	668

ACREAGE			
0.4	SECTION 8	TREE	SIZE
HEALTHY	T269	SLASH	17
POOR	T270	LAUREL	10
HEALTHY	T271	SLASH	8
HEALTHY	T271	SLASH	12
POOR	T272	LAUREL	11
POOR	T273	SLASH	14
POOR	T274	LAUREL	13
POOR	T274	LAUREL	18
POOR	T275	LAUREL	10
POOR	T276	LAUREL	13
POOR	T278	LAUREL	6
POOR	T279	LAUREL	8
POOR	T280	LAUREL	8
POOR	T281	LAUREL	6
POOR	T282	LAUREL	12
HEALTHY	T283	SLASH	18
POOR	T286	LAUREL	8
HEALTHY	T287	SLASH	14
POOR	T296	LAUREL	10
HEALTHY	T297	SLASH	14
POOR	T298	LAUREL	7
POOR	T298	LAUREL	11
POOR	T300	SLASH	12
POOR	T301	SLASH	7
POOR	T302	SLASH	7
POOR	T304	LAUREL	9
POOR	T305	SLASH	15
HEALTHY	T306	SLASH	15
HEALTHY	T307	LAUREL	8
POOR	T308	LAUREL	7
POOR	T308	LAUREL	9
POOR	T309	LAUREL	9
POOR	T310	LAUREL	10
POOR	T311	LAUREL	13
POOR	T312	LAUREL	9
POOR	T313	LAUREL	6
POOR	T315	SLASH	20
POOR	T316	LAUREL	6
POOR	T317	LAUREL	6
POOR	T318	LAUREL	7
HEALTHY	T319	SLASH	16
		TOTAL	122
		healthy protected tree inches per acre	305
		deteriorated laurels >20" per acre	0
		palm inches per acre	0
		poor protected tree inches per acre	1268

3
4

Statistical Healthy Protected Tree Plot Totals		
PLOT #	INCHES PER PLOT	INCHES PER ACRE
1	93	372
2	132	440
3	71	284
4	94	376
5	15	60
6	87	290
7	72	240
8	122	305
	AVERAGE PER ACRE	296
	TOTAL INCHES	6154

20.8 acres clearing

TREE INVENTORY LEGEND:

STATISTICAL SURVEY SECTION
(SEE CHARTS FOR SECTION SQ.FT.)

SCALE: 1" = 100'

0' 50' 100' 200'

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BONNETT design group, llc
landscape architecture
community planning
FL #LA0001718

400 South Orlando Ave. Suite 201
Maitland, FL. 32751
407.622.1588

Taylor Ridge
Landscape Architecture
Hanover Land Company, LLC
Deland, Florida
STATISTICAL TREE MITIGATION PLAN

DATE: April 12, 2024
DRAWN BY: BRL
CHECKED BY: TWB
JOB NUMBER: 2021.188
FILE NAME: 2021.188_HANOVER-TAYLOR RIDGE_LSBASE

REVISIONS:
1 City Comments 07-26-2024
2 City Comments 09-09-2024
3 City Comments 10-28-2024
4 City Comments 03-07-2025

Todd W. Bonnett, FLA # FLA001718

2
L101

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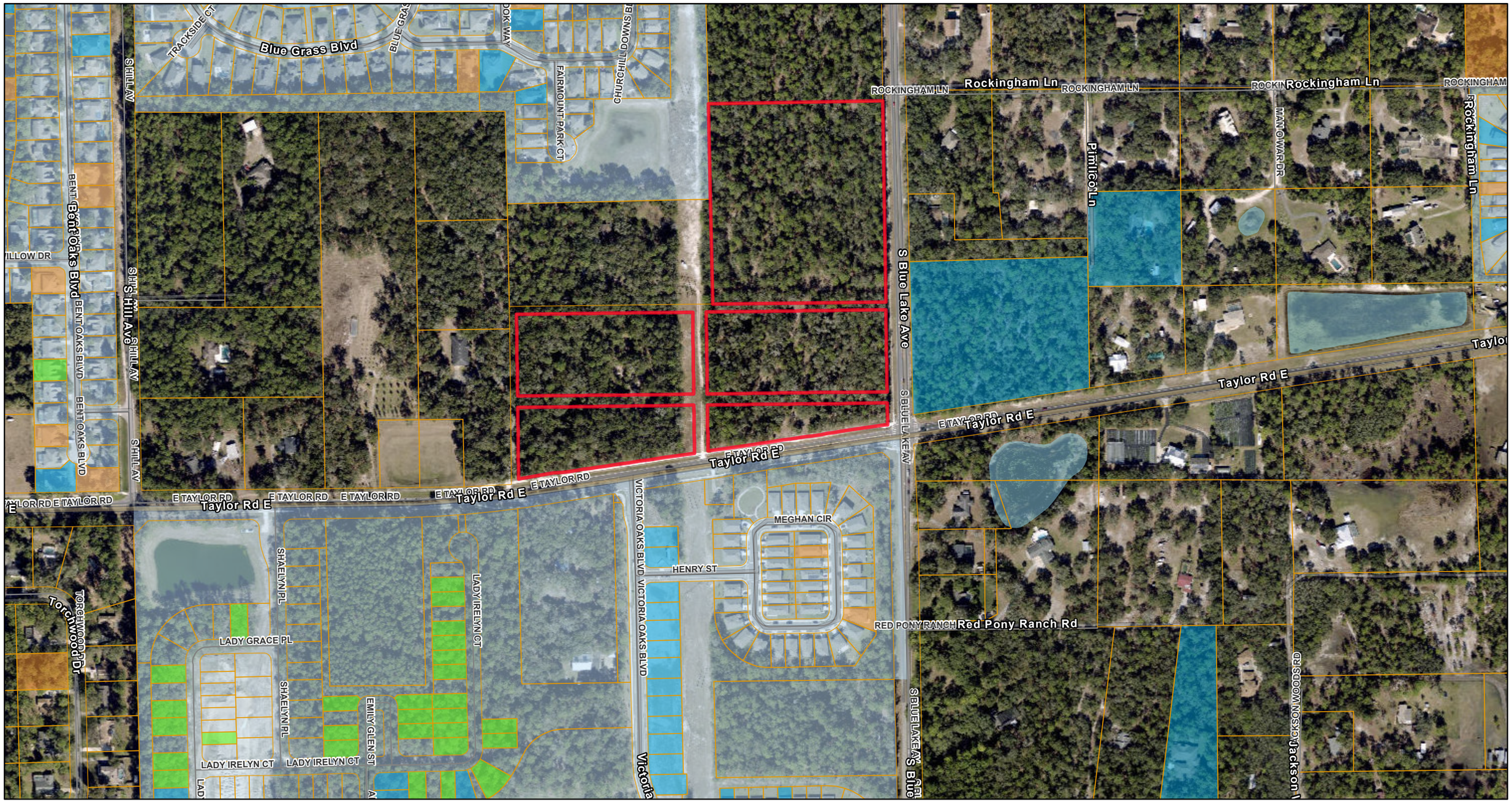
CITY SUBMITTAL - 2024-04-12

Volusia County Property Appraiser



5/11/2023, 4:56:23 PM

Parcel
Streets
Parcel Text

Recent Sales
2023
2021
2022

Cities
DELAND

Water Body Names
Water Bodies
County Boundary

1:4,514

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

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ArcGIS Web AppBuilder
ECPA 2021

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John P. Ferguson
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Heather Bond Vargas
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Raymond L. Schumann
Kathleen L. Crotty
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Andrew C. Grant
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OF COUNSEL
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Ira Halfond

William M. Cobb (1881-1939)
Thomas T. Cobb (1916-2004)
W. Warren Cole, Jr. (1926-2008)

March 6, 2025

VIA ONLINE APPLICATION

Carol Kuhn
Planning Director
City of DeLand
120 S. Florida Ave.
DeLand, Florida 32720

Re: Project Narrative – Taylor Ridge PD Amendment

Dear Carol:

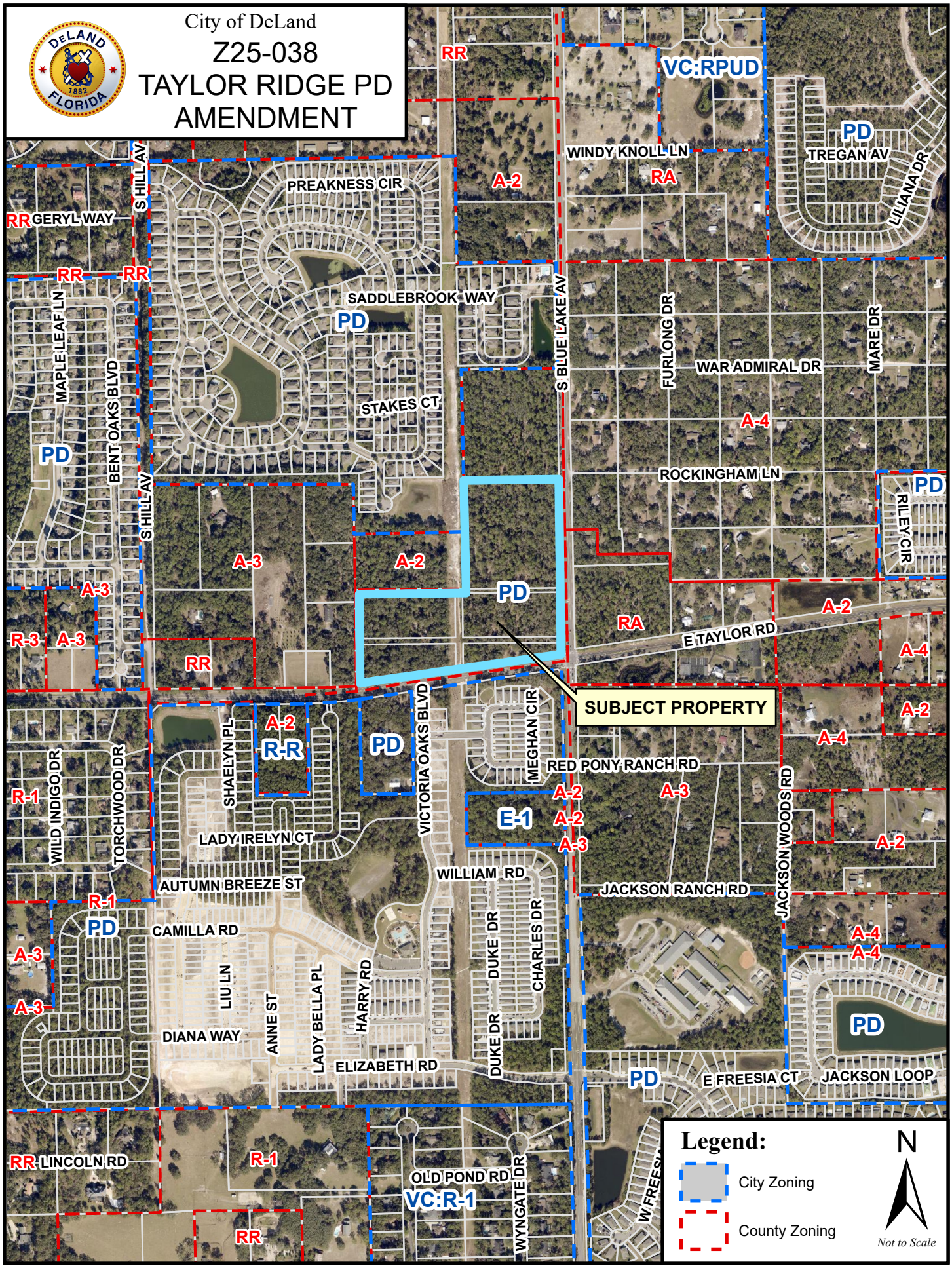
As you know, our firm represents TLC Blue Lake, LLC with their Taylor Ridge PD project. We are submitting a PD Amendment application to:

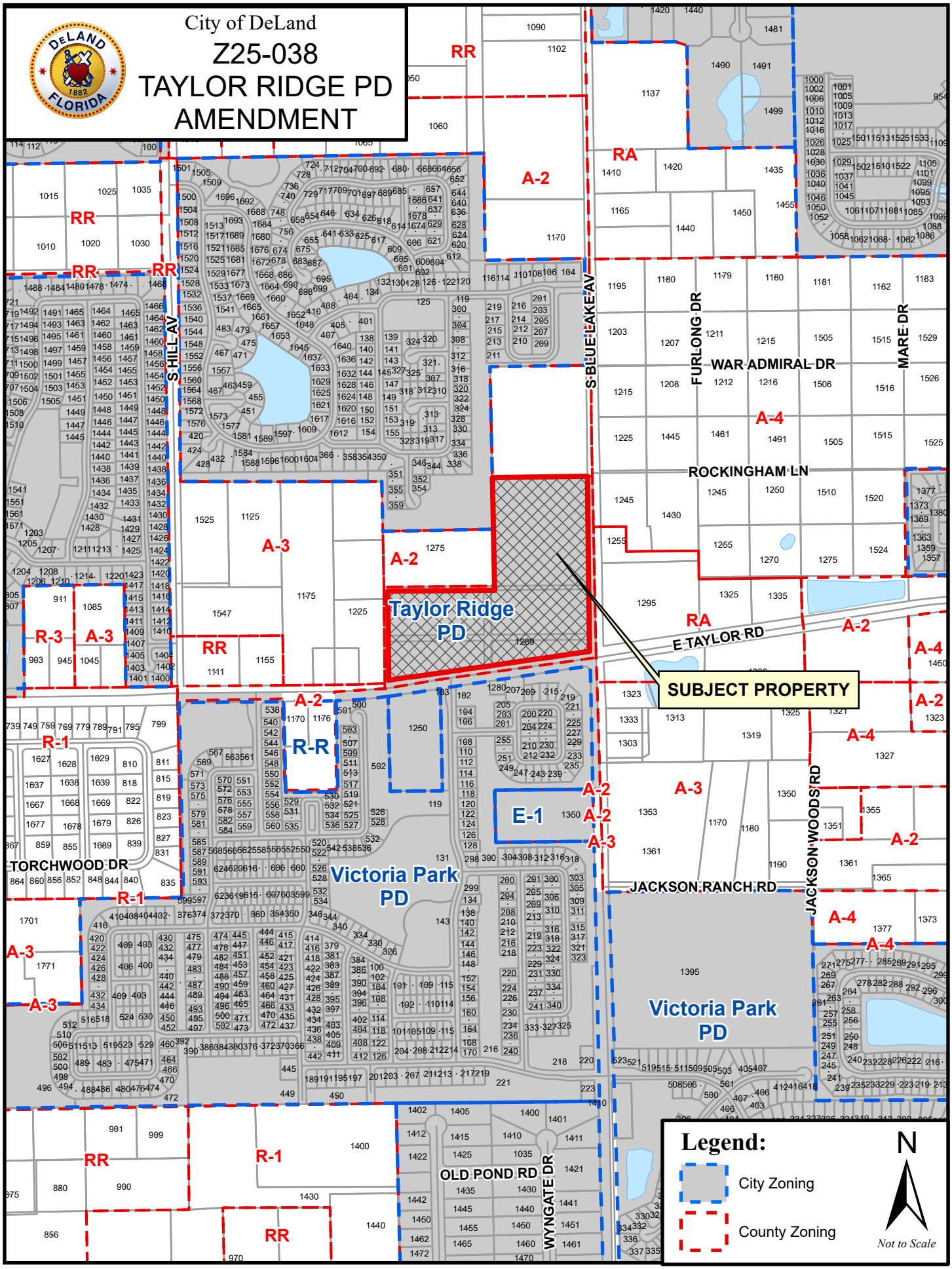
1. modify the language to reduce the required mitigation for the removal of dead, dying or diseased trees located on the property;
2. modify the language to increase the required mitigation for the removal of non-specimen, non-historic trees; and
3. modify the language to reduce the maximum unit count from 65 to 63 to reflect the impact of enlarged stormwater management facilities.

Please let us know if you have any questions.

Sincerely,

Michael J. Woods, Esq.
Michael.Woods@cobbcole.com


City of DeLand
Z25-038
TAYLOR RIDGE PD
AMENDMENT
SUBJECT PROPERTY
E TAYLOR RD
RED PONY RANCH RD
JACKSON RANCH RD
WINDY KNOLL LN
TREGAN AV
LILIANA DR
PREAKNESS CIR
GERYL WAY
S HILL AV
SADDLEBROOK WAY
STAKES CT
MAPLE LEAF LN
BENT OAKS BLVD
S BLUE LAKE AV
FURLONG DR
WAR ADMIRAL DR
MARE DR
ROCKINGHAM LN
RILEY CIR
MEGHAN CIR
VICTORIA OAKS BLVD
SHAELYN PL
WILD INDIGO DR
TORCHWOOD DR
LADY IRELYN CT
AUTUMN BREEZE ST
CAMILLA RD
LIU LN
ANNE ST
LADY BELLA PL
HARRY RD
DIANA WAY
ELIZABETH RD
WILLIAM RD
DUKE DR
CHARLES DR
JACKSON WOODS RD
E FREESIA CT
JACKSON LOOP
LINCOLN RD
OLD POND RD
WYNGATE DR
VC:RPUD
VC:R-1
PD
RR
RA
A-2
A-3
A-4
R-1
R-3
R-R
E-1
Legend:
City Zoning
County Zoning
N
Not to Scale


City of DeLand
Z25-038
TAYLOR RIDGE PD AMENDMENT
SUBJECT PROPERTY
Taylor Ridge PD
Victoria Park PD
Victoria Park PD
E-1
R-R
RR
RA
A-2
A-3
A-4
R-1
R-3
S HILL AV
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FURLONG DR
WAR ADMIRAL DR
MARE DR
ROCKINGHAM LN
E TAYLOR RD
JACKSON WOODS RD
JACKSON RANCH RD
TORCHWOOD DR
OLD POND RD
WYNGATE DR
Legend:
City Zoning
County Zoning
N
Not to Scale

Christine Wise
1275 Taylor Rd. East

Deland, Florida 32724

May 27, 2025

To:
The Honorable Members of the Deland City Commission.

Subject: Support for PUD Amendment – Tree Mitigation Adjustment

Dear Members of the City Commission,

I am writing to express my full support for the proposed PUD amendment associated with the Taylor Ridger Subdivision that seeks to reduce the required tree mitigation. As a nearby resident and neighbor to the property, I believe this adjustment is reasonable and necessary given the on-the-ground realities that I've personally witnessed.

A significant portion of the trees in question have deteriorated and many have died, especially following last year's severe storm event. In the aftermath of the storm, the Saddlebrook subdivision located directly north of the project site began pumping stormwater from their stormwater pond onto my property, and then onto the proposed project site. This event, along with sustained water stress and poor drainage conditions, further weakened the existing tree canopy and contributed to the loss of many trees that would otherwise be counted in mitigation assessments.

I understand and appreciate the intent behind the City's tree protection and mitigation policies. However, in this particular case, applying the standard mitigation to already-damaged or non-viable trees would place an undue burden on the proposed development, without achieving the environmental benefits typically intended by the code. In fact, the redevelopment of this property presents a valuable opportunity to restore and enhance the landscape with healthy trees in a planned and managed way that will benefit the community in the long term.

As someone directly impacted by both the historical site conditions and the future development, I encourage the City to recognize the exceptional circumstances and approve this request. A thoughtful and flexible approach in this case will still uphold the City's environmental goals while promoting sustainable and responsible development.

Thank you for your consideration.

Sincerely,
Christine Wise

Christine Wise

CITY OF DELAND
Request for Commission Action
June 16, 2025

SUBJECT: First Reading of Ordinance Changing the Land Use for Approximately 6.36 Acres of Property, Located at 1100 South Garfield Avenue, from Volusia County Urban Medium Intensity (UMI) to City of DeLand Low Density Residential (LDR).

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Ordinance, Exhibit A- Legal Description, SMLU24-215 Overall Survey, SMLU24-215 Staff Report, SMLU24-215 Proposed Land Use, SMLU24-215 Aerial, SMLU24-215 Zoning

APPROVED BY: Michael Grebosz, Asst. City Manager, June 11, 2025

SUMMARY/HIGHLIGHT:

The Public Services Department is located at 1100 S. Garfield Ave. and consists of multiple parcels and has expanded over time, as the City acquires more land for the site, with the goal of creating one unified "campus". Currently, there are buildings that cross property lines and existing structures that do not meet the setbacks on individual lots. However, if all properties are viewed as one large, contiguous lot, then the buildings would meet the required setbacks. In order to combine the individual lots, each of the lots would need to have the same land use and zoning designations. Therefore, the City has applied for a future land use amendment.

On May 14, 2025, the Planning Board unanimously voted to recommend approval of the land use amendment.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Institute Smart Growth Principles.

SUSTAINABILITY:

This will allow the city to continue to efficiently serve the community.

FISCAL IMPACT:

There are no fiscal impacts.

RECOMMENDATION:

Staff recommends that the City Commission approve the land use amendment, on first reading.

BACKGROUND/DISCUSSION:

The City of DeLand's Public Services Campus is located between S. Garfield Ave. and S. Amelia Ave. Over the years, the city has acquired property and integrated it into the campus, expanding the overall site. The most recent additions include an annexation of ±1.14 acres of property (Lots 21-26 along with the adjacent Mansfield Ave. right-of-way), located on the south side of the Public Works Campus, approved on May 1, 2023, and ±2.28 acres of property located on Haven Rd., on the north side of the Public Works Campus,

approved by the City Commission on August 23, 2023. At the time of annexation, the properties maintained their county land use and zoning.

ORDINANCE NO. 2025 -

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF DELAND, BY CHANGING THE LAND USE DESIGNATION OF CERTAIN PROPERTY LOCATED AT 1100 SOUTH GARFIELD FROM VOLUSIA COUNTY'S URBAN MEDIUM INTENSITY TO CITY OF DELAND'S LOW-DENSITY RESIDENTIAL FUTURE LAND USE DESIGNATION; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, F.S. §163.3161, et seq., creates the Community Planning Act (hereinafter the "Act"); and

WHEREAS, the Act allows each local government to approve comprehensive plan amendments related to small scale development activities at any time during the year under certain conditions; and

WHEREAS, the Act permits small area amendments to be approved without regard to statutory limits on the frequency of comprehensive plan amendments as long as:

1. The proposed amendment involves the change to the land use designation of a parcel of property that is 50 acres or less; and

2. The cumulative effect of the above amendment does not exceed 120 acres annually; and

WHEREAS, the City Commission adopted a comprehensive plan for the future growth and development of the City pursuant to Ordinance No. 90-4, as amended, (hereinafter the "Comprehensive Plan"); and

WHEREAS, the City Commission has received a request to amend the Comprehensive Plan by changing the land use designation of approximately +/- 6.36 acres of land located at 1100 South Garfield; from Volusia County's Urban Medium Intensity future land use designation to City of DeLand's Low-Density Residential future land use designation; and

WHEREAS, the Planning Board held a public hearing, after due public notice, for the purpose of recommending the adoption of the proposed Comprehensive Plan amendment; and

WHEREAS, the City Commission held a public hearing after due public notice, in accordance with F.S. §163.3184(11); and

WHEREAS, this land use amendment has been transmitted to and reviewed by the Volusia Growth Management Commission.

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

Section 1. The City Commission hereby amends the Future Land Use Map for the incorporated area by changing the land use designation of that certain parcel of land located at 1100 S. Garfield Avenue, consisting of approximately +/- 6.36 acres of land from Volusia County's Urban Medium Intensity Future Land Use designation to City of DeLand's Low-

Density Residential Future Land Use designation, as more particularly described in the Exhibit "A" attached hereto and by this reference made a part hereof.

Section 2. 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 3. The effective date of this Ordinance shall be the later date of the following events: (1) the date of issuance of a certificate of consistency or conditional certificate of consistency with regard to the land use designation of the subject property by the Volusia Growth Management Commission; (2) thirty-one (31) days after its adoption by the City Commission; or (3) if properly challenged by an affected person, after the state land planning agency or the Administration Commission, respectively, issues a final order determining this adopted small scale development amendment to be in compliance. No development orders, development permits or land uses dependent on this Ordinance may be issued or commence before it has become effective.

PASSED AND DULY ADOPTED this ___ day of _____, 2025.

_____
Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

_____
Julie Hennessy
Interim City Clerk - Auditor

Passed on first reading:
Adopted on second reading:

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

“EXHIBIT A”

DESCRIPTION

VOLUSIA COUNTY PARCEL ID 702100000180 (PER VOLUSIA COUNTY OFFICIAL RECORDS BOOK 1787, PAGE 798):

THE NORTH HALF (N 1/2) OF THE SE 1/4 OF THE SW 1/4 OF THE NE 1/4, SECTION 21 TOWNSHIP 17 SOUTH, RANGE 30 EAST, CONTAINING FIVE ACRES MORE OF LESS.

AND

VOLUSIA COUNTY PARCEL ID 702102000090 (PER VOLUSIA COUNTY OFFICIAL RECORDS BOOK 6466, PAGE 4530):

LOT 9, EXCEPT THE WEST 252.75 FEET THEREOF, PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 3, PAGE 25, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. LESS RIGHT-OF-WAY ON EAST.

AND

VOLUSIA COUNTY PARCEL ID 702100000171 & A PORTION OF VOLUSIA COUNTY PARCEL ID 702100000170 (PER VOLUSIA COUNTY OFFICIAL RECORDS BOOK 7578, PAGE 4747):

THE SOUTH ONE HALF (S 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4), SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

VOLUSIA COUNTY PARCEL IDS 702102000061, 702102000060, 702102000052 & 702102000050 (PER VOLUSIA COUNTY OFFICIAL RECORDS BOOK 8373, PAGE 552)

PARCEL 1:

THE WEST 1/2 OF LOT 6, LESS AND EXCEPT THE WESTERLY PORTION THEREOF OCCUPIED BY SOUTH AMELIA AVENUE, ACCORDING TO THE PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE, LOCATED IN THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, RECORDED IN MAP BOOK 3, PAGE 25, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THIS DESCRIPTION DESCRIBES THE LANDS IDENTIFIED IN OFFICIAL RECORDS BOOK 3766 PAGE 2062.

DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, BEGIN AT THE NORTH 1/4 CORNER OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, OCCUPIED BY A 2 INCH IRON PIPE WITH NO IDENTIFICATION, IN THE ASPHALT ROAD; THENCE S01°03'28"E, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21 AND THE WEST LINE HIRAM WATERS, MAP BOOK 3, PAGE 25, A DISTANCE OF 848.72 FEET TO THE NORTHWEST CORNER OF LOT 6, SAID HIRAM WATERS GROVE; THENCE DEPARTING SAID WEST LINE N89°51'00"E, ALONG THE SOUTHERLY LINE OF LOT 5, SAID HIRAM WATERS GROVE AND THE WESTERLY PROJECTION OF THE SOUTH LINE OF THE LANDS DESCRIBED IN THE FOLLOWING OFFICIAL RECORDS BOOKS AND PAGES: 4262/2015, 1893/0720, 5694/2672, AND 3987/0178, A DISTANCE OF 31.09 FEET TO THE EASTERLY RIGHT OF WAY OF SOUTH AMELIA AVENUE AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE OF LOT 5, N89°51'00"E, A DISTANCE OF 300.65 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/2 OF SAID LOT 5; THENCE S00°55'48"E, ALONG THE WEST LINE OF THE EAST 1/2 OF SAID LOT 6, A DISTANCE OF 205.75 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/2 OF SAID LOT 6; THENCE S89°56'35"W, ALONG THE NORTH LINE OF LOT 7, OF SAID HIRAM WATERS GROVE A DISTANCE OF 303.93 FEET TO THE EASTERLY LINE OF THE RIGHT OF WAY OF SOUTH AMELIA AVENUE AS NOW OCCUPIED; THENCE N00°00'58"W, ALONG SAID RIGHT OF WAY A DISTANCE OF 205.24 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 1.426 ACRES, MORE OR LESS.

PARCEL 2:

THE EAST 1/2 OF LOT 6, AND THE EAST 1/2 OF THE SOUTH 108.00 FEET OF LOT 5, LESS AND EXCEPT THE WEST 80.00 FEET AND THE EASE 80.00 FEET OF SAID LOT 5, ACCORDING TO THE PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE, LOCATED IN THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, RECORDED IN MAP BOOK 3, PAGE 25, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THIS DESCRIPTION DESCRIBES THE LANDS IDENTIFIED IN OFFICIAL RECORDS BOOK 1893 PAGE 0720.

DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, BEGIN AT THE NORTH 1/4 CORNER OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, OCCUPIED BY A 2 INCH IRON PIPE IN THE ASPHALT ROAD; THENCE SO1°03'28"E, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21 AND THE WEST LINE HIRAM WATERS, MAP BOOK 3, PAGE 25 A DISTANCE OF 848.72 FEET TO THE NORTHWEST CORNER OF LOT 6, SAID HIRAM WATERS

GROVE; THENCE DEPARTING SAID WEST LINE N89°51'00"E ALONG THE SOUTHERLY LINE OF LOT 5, SAID HIRAM WATERS GROVE AND THE WESTERLY PROJECTION OF THE SOUTH LINE OF THE LANDS DESCRIBED IN THE FOLLOWING OFFICIAL RECORDS BOOKS AND PAGES: 4262/2015, 1893/0720, 5694/2672, AND 3987/0178, A DISTANCE OF 331.74 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 5, AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE OF LOT 5, N89°51'00"E, A DISTANCE OF 80.01 FEET TO THE SOUTHEAST CORNER OF THE WEST 80.00 FEET OF THE EAST 1/2 OF SAID LOT 5; THENCE N00°55'48"W, ALONG THE EAST LINE OF THE WEST 80.00 FEET OF THE EAST 1/2 OF SAID LOT 5, A DISTANCE OF 108.01 FEET TO THE NORTHEAST CORNER OF THE EAST LINE OF THE WEST 80.00 FEET OF THE SOUTH 108.00 FEET OF SAID LOT 5; THENCE N89°51'00"E, ALONG THE NORTH LINE OF THE SOUTH 108.00 FEET OF SAID LOT 5, A DISTANCE OF 171.97 FEET TO THE NORTHWEST CORNER OF THE EAST 80 FEET OF THE SOUTH 108.00 FEET OF SAID LOT 5; THENCE S00°48'10"E, ALONG THE WEST LINE OF THE EAST 80.00 FEET OF SAID LOT 5, A DISTANCE OF 108.01 FEET TO THE SOUTHWEST CORNER OF THE EAST 80.00 FEET OF SAID LOT 5; THENCE N89°51'00"E, ALONG THE AFORESAID SOUTH LINE OF LOT 5, A DISTANCE OF 80.01 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5, AND THE WESTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5166 PAGE 3678; THENCE S00°48'10"E, ALONG THE EASTERLY LINE OF SAID LOT 6, AND SAID WEST LINE RECORDED IN OFFICIAL RECORDS BOOK 5166 PAGE 3678 DISTANCE OF 206.28 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE S89°56'35"W, ALONG THE NORTH LINE OF LOT 7, OF SAID HIRAM WATERS GROVE A DISTANCE OF 331.29 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 6; THENCE N00°55'48"W, ALONG THE EAST LINE OF THE WEST 1/2 OF SAID LOT 6, A DISTANCE OF 205.75 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 1.994 ACRES, MORE OR LESS.

PARCEL 4:

THE WEST 80.00 FEET OF THE EAST 1/2 OF LOT 5, ACCORDING TO THE PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE, LOCATED IN THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, RECORDED IN MAP BOOK 3, PAGE 25, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THIS DESCRIPTION DESCRIBES THE LANDS IDENTIFIED IN OFFICIAL RECORDS BOOK 5694 PAGE 2672.

DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, BEGIN AT THE NORTH 1/4 CORNER OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, OCCUPIED BY A 2 INCH IRON PIPE WITH NO IDENTIFICATION, IN THE ASPHALT ROAD; THENCE S01°03'28"E, ALONG THE WEST LINE

OF THE NORTHEAST 1/4 OF SAID SECTION 21 AND THE WEST LINE HIRAM WATERS, MAP BOOK 3, PAGE 25 A DISTANCE OF 848.72 FEET TO THE NORTHWEST CORNER OF LOT 6, SAID HIRAM WATERS GROVE; THENCE DEPARTING SAID WEST LINE N89°51'00"E ALONG THE SOUTHERLY LINE OF LOT 5, SAID HIRAM WATERS GROVE AND THE WESTERLY PROJECTION OF THE SOUTH LINE OF THE LANDS DESCRIBED IN THE FOLLOWING OFFICIAL RECORDS BOOKS AND PAGES: 4262/2015, 1893/0720, 5694/2672, AND 3987/0178, A DISTANCE OF 331.74 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/2 SAID LOT 5, AND THE POINT OF BEGINNING; THENCE N00°55'48"W, ALONG EAST LINE OF THE WEST 1/2 OF SAID LOT 5, A DISTANCE OF 108.01 FEET TO THE NORTHWEST CORNER OF THE SOUTH 108.00 FEET OF THE EAST 1/2 OF SAID LOT 5; THENCE N89°51'00"E, ALONG THE NORTH LINE OF THE SOUTH 108.00 FEET OF SAID LOT 5, A DISTANCE OF 80.01 FEET TO THE NORTHEAST CORNER OF THE WEST 80.00 FEET OF THE SOUTH 108.00 FEET OF THE EAST 1/2 OF LOT 5; THENCE S00°55'48"E, ALONG THE EAST LINE OF THE WEST 80.00 FEET OF THE EAST 1/2 OF SAID LOT 5, A DISTANCE OF 108.01 TO SOUTHEAST CORNER OF THE WEST 80 FEET OF THE EAST 1/2 OF SAID LOT 5; THENCE S89°51'00"W, ALONG THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 80.01 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 0.198 ACRES, MORE OR LESS.

PARCEL 5:

THE EAST 80.00 FEET LESS THE EAST 20.00 FEET OF LOT 5, ACCORDING TO THE PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE, LOCATED IN THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, RECORDED IN MAP BOOK 3, PAGE 25, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THIS DESCRIPTION DESCRIBES THE LANDS IDENTIFIED IN OFFICIAL RECORDS BOOK 398 PAGE 0178.

DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, BEGIN AT THE NORTH 1/4 CORNER OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, OCCUPIED BY A 2 INCH IRON PIPE WITH NO IDENTIFICATION, IN THE ASPHALT ROAD; THENCE S01°03'28"E, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21 AND THE WEST LINE HIRAM WATERS, MAP BOOK 3, PAGE 25 A DISTANCE OF 848.72 FEET TO THE NORTHWEST CORNER OF LOT 6, SAID HIRAM WATERS GROVE; THENCE DEPARTING SAID WEST LINE N89°51'00"E ALONG THE SOUTHERLY LINE OF LOT 5, SAID HIRAM WATERS GROVE AND THE WESTERLY PROJECTION OF THE SOUTH LINE OF THE LANDS DESCRIBED IN THE FOLLOWING OFFICIAL RECORDS BOOKS AND PAGES: 4262/2015, 1893/0720, 5694/2672, AND 3987/0178, A DISTANCE OF 583.47 FEET TO THE SOUTHWEST CORNER OF THE EAST

80.00 FEET SAID LOT 5, AND THE POINT OF BEGINNING; THENCE N00°48'10"W, ALONG THE WEST LINE OF THE EAST 80.00 FEET OF SAID LOT 5, A DISTANCE OF 108.01 FEET TO THE NORTHWEST CORNER OF THE EAST 80.00 FEET OF THE SOUTH 108.00 FEET OF SAID LOT 5; THENCE N89°51'00"E, ALONG THE NORTH LINE OF THE SOUTH 108.00 FEET OF SAID LOT 5, A DISTANCE OF 60.00 FEET TO THE NORTHWEST CORNER OF THE EAST 20.00 FEET OF THE SOUTH 108.00 FEET OF SAID LOT 5; THENCE S00°48'10"E, ALONG THE WEST LINE OF THE EAST 20.00 FEET OF SAID LOT 5, A DISTANCE OF 108.01 FEET TO THE SOUTHWEST CORNER OF THE EAST 20.00 FEET OF SAID LOT 5; THENCE S89°51'00"W, ALONG THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 0.149 ACRES, MORE OR LESS

AND

VOLUSIA COUNTY PARCEL ID 702100000170 (PER VOLUSIA COUNTY PROPERTY APPRAISER - NO OTHER LEGAL DESCRIPTION FOUND OR PROVIDED):

21 17 30 NE 1/4 OF SW 1/4 OF NE 1/4 & W 1/2 OF SW 1/4 OF NE 1/4 EXC S 214.17 FT MEAS ON E/L & S 41.48 FT MEAS ON W/L

AND

VOLUSIA COUNTY PARCEL IDS 702101000210 & 702101000220 (PER VOLUSIA COUNTY OFFICIAL RECORDS BOOK 8267, PAGE 237):

PARCEL 1:

LOT 21, CLARK HARPER'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, SECTION 21 TOWNSHIP 17 SOUTH, RANGE 30 EAST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 9, PAGE 15 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

PARCEL 2:

LOTS 22 THROUGH 26, CLARK HARPER'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 9, PAGE 15, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

VOLUSIA COUNTY PARCEL ID 702101000190 (PER VOLUSIA COUNTY OFFICIAL RECORDS BOOK 6748, PAGE 2719):

LOT 19, CLARK HARPER'S SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 9, PAGE 15, OF THE CURRENT PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

ALL BEING MORE PARTICULARLY DESCRIBED AS:

DESCRIPTION (BY THIS SURVEYOR):

PARCEL 1

A PORTION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, LYING IN VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF BERESFORD AVENUE AND THE CENTERLINE OF AMELIA AVENUE AS SHOWN ON THE PLAT OF GOLF VIEW HEIGHTS AS RECORDED IN MAP BOOK 23, PAGE 175 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT BEING THE NORTHWEST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST; THENCE ALONG THE NORTH LINE OF SAID SECTION 21, N89°30'53"E, A DISTANCE OF 1,310.49 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE S01°00'41"E ALONG THE EAST LINE OF SAID WEST 1/2, A DISTANCE OF 1,038.57 TO THE NORTHEAST CORNER OF LOT 9 AS SHOWN ON THE PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE AS RECORDED IN MAP BOOK 3, PAGE 25 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S89°56'03"W ALONG THE NORTH LINE OF SAID LOT 9, A DISTANCE OF 25.00 FEET TO THE WEST RIGHT OF WAY LINE OF SOUTH GARFIELD AVENUE (AN APPARENT 50.00 FOOT RIGHT OF WAY) AND THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY LINE, S01°00'41"E, A DISTANCE OF 1,384.52 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE N89°30'37"W ALONG SAID NORTH LINE, A DISTANCE OF 634.69 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE S00°54'37"E ALONG THE WEST LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE

SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 314.57 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF EAST NEW HAMPSHIRE AVENUE; THENCE N89°22'19"W ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 630.29 FEET TO THE EAST RIGHT OF WAY LINE OF SOUTH AMELIA AVENUE; THENCE N00°48'29"W ALONG THE EAST RIGHT OF WAY OF AMELIA AVENUE (AN APPARENT 60.00 FOOT RIGHT OF WAY), A DISTANCE OF 1,890.21 FEET TO A POINT ON THE SOUTH LINE OF LOT 5 AS SHOWN ON THE PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE AS RECORDED IN MAP BOOK 3, PAGE 25 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N89°56'05"E ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 298.38 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/2 OF SAID LOT 5; THENCE N00°51'33"W ALONG THE EAST LINE OF THE WEST HALF OF SAID LOT 5, A DISTANCE OF 108.01 FEET TO THE NORTH LINE OF THE SOUTH 108.00 FEET OF SAID LOT 5; THENCE N89°56'05"E ALONG THE NORTH LINE OF THE SOUTH 108.00 FEET OF SAID LOT 5, A DISTANCE OF 308.29 FEET TO THE NORTHEAST CORNER OF THE WEST 60.00 FEET OF THE EAST 80.00 FEET OF THE SOUTH 108.00 FEET OF SAID LOT 5; THENCE S00°54'37"E ALONG THE EAST LINE OF THE WEST 60.00 FEET OF THE EAST 80.00 FEET OF SAID LOT 5, A DISTANCE OF 108.01 FEET TO THE SOUTH LINE OF SAID LOT 5; THENCE N89°56'05"E ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 20.00 FEET TO THE NORTHEAST CORNER OF LOT 6 AS SHOWN ON SAID PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE; THENCE S00°54'37"E ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 204.99 FEET TO THE NORTHWEST CORNER OF LOT 9 AS SHOWN ON SAID PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE; THENCE N89°56'03"E ALONG THE NORTH LINE OF SAID LOT 9, A DISTANCE OF 632.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 48.171 ACRES, MORE OR LESS.

PARCEL 2

LOTS 21 THROUGH 26, CLARK HARPER'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 9, PAGE 15, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST; THENCE N89°22'19"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 1,320.71 FEET TO THE

SOUTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF CLARK HARPER'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 9, PAGE 15, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N01°00'41"W ALONG THE EAST LINE OF CO SAID CLARK HARPER'S SUBDIVISION AND THE EAST LINE OF THE SOUTH HALF OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 326.18 FEET TO THE INTERSECTION OF THE EAST LINE OF THE SOUTH HALF OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21 AND THE EASTERLY EXTENSION OF THE SOUTH RIGHT OF WAY LINE OF MANSFIELD AVENUE AS SHOWN ON SAID CLARK HARPER'S SUBDIVISION; THENCE N89°30'37"W ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 20.01 FEET TO THE NORTHEAST CORNER OF LOT 19 OF SAID CLARK HARPER'S SUBDIVISION; THENCE CONTINUE N89°30'37"W ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 184.11 FEET TO THE NORTHEAST CORNER OF LOT 21 OF SAID CLARK HARPER'S SUBDIVISION AND THE POINT OF BEGINNING; THENCE S00°58'53"E ALONG THE EAST LINE OF SAID LOT 21, A DISTANCE OF 150.34 FEET TO THE SOUTHEAST CORNER OF SAID LOT 21; THENCE N89°26'28"W ALONG THE SOUTH LINE OF LOTS 21 THROUGH 26 OF SAID CLARK HARPER'S SUBDIVISION, A DISTANCE OF 301.95 FEET TO THE SOUTHWEST CORNER OF LOT 26; THENCE N00°55'55"W ALONG THE WEST LINE OF SAID LOT 26, A DISTANCE OF 149.97 FEET TO THE NORTHWEST CORNER OF SAID LOT 26, BEING ON THE SOUTH RIGHT OF WAY LINE OF SAID MANSFIELD AVENUE; THENCE S89°30'37"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 301.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.040 ACRES, MORE OR LESS.

PARCEL 3

LOT 19, CLARK HARPER'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 9, PAGE 15, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST; THENCE N89°22'19"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 1,320.71 FEET TO THE

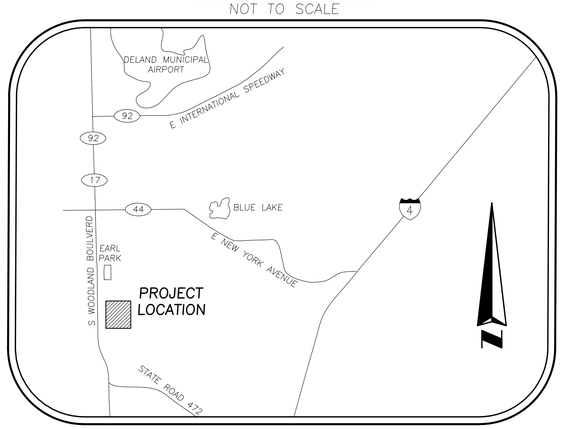
SOUTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF CLARK HARPER'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 9, PAGE 15, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N01°00'41"W ALONG THE EAST LINE OF SAID CLARK HARPER'S SUBDIVISION AND THE EAST LINE OF THE SOUTH HALF OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 326.18 FEET TO THE INTERSECTION OF THE EAST LINE OF THE SOUTH HALF OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21 AND THE EASTERLY EXTENSION OF THE SOUTH RIGHT OF WAY LINE OF MANSFIELD AVENUE AS SHOWN ON SAID CLARK HARPER'S SUBDIVISION; THENCE N89°30'37"W ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 20.01 FEET TO THE NORTHEAST CORNER OF LOT 19 OF SAID CLARK HARPER'S SUBDIVISION AND THE POINT OF BEGINNING; THENCE S01°00'41"E ALONG THE EAST LINE OF SAID LOT 19, A DISTANCE OF 50.19 FEET TO THE SOUTHEAST CORNER OF SAID LOT 19; THENCE N89°29'14”W ALONG THE SOUTH LINE OF SAID LOT 19, A DISTANCE OF 133.82 FEET TO THE SOUTHWEST CORNER OF SAID LOT 19; THENCE N00°59'23”W ALONG THE WEST LINE OF SAID LOT 19, A DISTANCE OF 50.13 FEET TO THE NORTHWEST CORNER OF SAID LOT 19, SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF SAID MANSFIELD AVENUE; THENCE S89°30'37”E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 133.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,710 SQUARE FEET, MORE OR LESS.

CITY OF DELAND PUBLIC WORKS COMPLEX

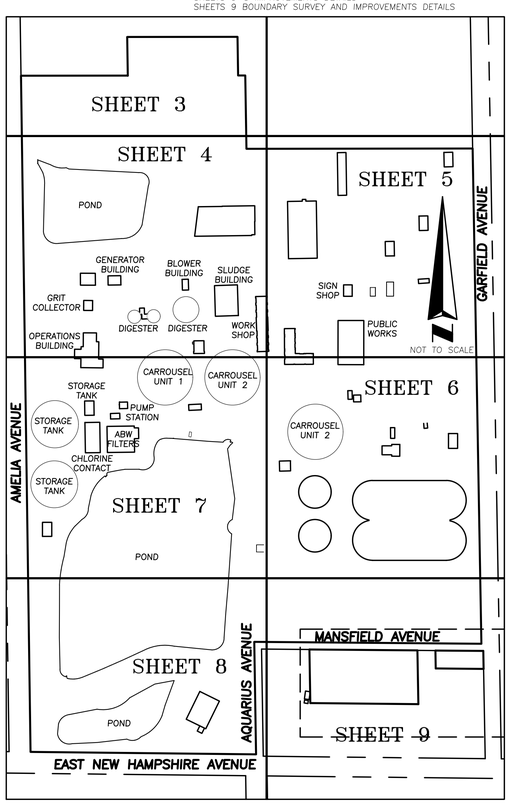
SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST
VOLUSIA COUNTY, DELAND, FLORIDA.

VICINITY MAP
NOT TO SCALE



SHEET LAYOUT

SHEET 1 COVER & KEY MAP
SHEETS 2 BOUNDARY SURVEY OVERALL SITE
SHEETS 3–8 IMPROVEMENTS DETAILS
SHEETS 9 BOUNDARY SURVEY AND IMPROVEMENTS DETAILS



DESCRIPTION

VOLUSIA COUNTY PARCEL ID 702100000180 (PER VOLUSIA COUNTY OFFICIAL RECORDS BOOK 1787, PAGE 798):

THE NORTH HALF (N 1/2) OF THE SE 1/4 OF THE SW 1/4 OF THE NE 1/4, SECTION 21 TOWNSHIP 17 SOUTH, RANGE 30 EAST, CONTAINING FIVE ACRES MORE OF LESS.

AND

VOLUSIA COUNTY PARCEL ID 702102000090 (PER VOLUSIA COUNTY OFFICIAL RECORDS BOOK 6466, PAGE 4530):

LOT 9, EXCEPT THE WEST 252.75 FEET THEREOF, PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 3, PAGE 25, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. LESS RIGHT-OF-WAY ON EAST.

AND

VOLUSIA COUNTY PARCEL ID 702100000171 & A PORTION OF VOLUSIA COUNTY PARCEL ID 702100000170 (PER VOLUSIA COUNTY OFFICIAL RECORDS BOOK 7578, PAGE 4747):

THE SOUTH ONE HALF (S 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4), SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

VOLUSIA COUNTY PARCEL IDS 702102000061, 702102000060, 702102000052 & 702102000050 (PER VOLUSIA COUNTY OFFICIAL RECORDS BOOK 8373, PAGE 552)

PARCEL 1:

THE WEST 1/2 OF LOT 6, LESS AND EXCEPT THE WESTERLY PORTION THEREOF OCCUPIED BY SOUTH AMELIA AVENUE, ACCORDING TO THE PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE, LOCATED IN THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, RECORDED IN MAP BOOK 3, PAGE 25, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THIS DESCRIPTION DESCRIBES THE LANDS IDENTIFIED IN OFFICIAL RECORDS BOOK 3766 PAGE 2062.

DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, BEGIN AT THE NORTH 1/4 CORNER OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, OCCUPIED BY A 2 INCH IRON PIPE WITH NO IDENTIFICATION, IN THE ASPHALT ROAD; THENCE S01°03'28"E, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21 AND THE WEST LINE HIRAM WATERS, MAP BOOK 3, PAGE 25, A DISTANCE OF 848.72 FEET TO THE NORTHWEST CORNER OF LOT 6, SAID HIRAM WATERS GROVE; THENCE DEPARTING SAID WEST LINE N89°51'00"E, ALONG THE SOUTHERLY LINE OF LOT 5, SAID HIRAM WATERS GROVE AND THE WESTERLY PROJECTION OF THE SOUTH LINE OF THE LANDS DESCRIBED IN THE FOLLOWING OFFICIAL RECORDS BOOKS AND PAGES: 4262/2015, 1893/0720, 5694/2672, AND 3987/0178, A DISTANCE OF 31.09 FEET TO THE EASTERLY RIGHT OF WAY OF SOUTH AMELIA AVENUE AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE OF LOT 5, N89°51'00"E, A DISTANCE OF 300.65 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/2 OF SAID LOT 5; THENCE S00°55'48"E, ALONG THE WEST LINE OF THE EAST 1/2 OF SAID LOT 6, A DISTANCE OF 205.75 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/2 OF SAID LOT 6; THENCE S89°56'35"W, ALONG THE NORTH LINE OF LOT 7, OF SAID HIRAM WATERS GROVE A DISTANCE OF 303.93 FEET TO THE EASTERLY LINE OF THE RIGHT OF WAY OF SOUTH AMELIA AVENUE AS NOW OCCUPIED; THENCE N00°00'58"W, ALONG SAID RIGHT OF WAY A DISTANCE OF 205.24 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 1.426 ACRES, MORE OR LESS.

PARCEL 2:

THE EAST 1/2 OF LOT 6, AND THE EAST 1/2 OF THE SOUTH 108.00 FEET OF LOT 5, LESS AND EXCEPT THE WEST 80.00 FEET AND THE EASE 80.00 FEET OF SAID LOT 5, ACCORDING TO THE PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE, LOCATED IN THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, RECORDED IN MAP BOOK 3, PAGE 25, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THIS DESCRIPTION DESCRIBES THE LANDS IDENTIFIED IN OFFICIAL RECORDS BOOK 1893 PAGE 0720.

DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, BEGIN AT THE NORTH 1/4 CORNER OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, OCCUPIED BY A 2 INCH IRON PIPE IN THE ASPHALT ROAD; THENCE S01°03'28"E, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21 AND THE WEST LINE HIRAM WATERS, MAP BOOK 3, PAGE 25 A DISTANCE OF 848.72 FEET TO THE NORTHWEST CORNER OF LOT 6, SAID HIRAM WATERS GROVE; THENCE DEPARTING SAID WEST LINE N89°51'00"E ALONG THE SOUTHERLY LINE OF LOT 5, SAID HIRAM WATERS GROVE AND THE WESTERLY PROJECTION OF THE SOUTH LINE OF THE LANDS DESCRIBED IN THE FOLLOWING OFFICIAL RECORDS BOOKS AND PAGES: 4262/2015, 1893/0720, 5694/2672, AND 3987/0178, A DISTANCE OF 331.74 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 5, AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE OF LOT 5, N89°51'00"E, A DISTANCE OF 80.01 FEET TO THE SOUTHEAST CORNER OF THE WEST 80.00 FEET OF THE EAST 1/2 OF SAID LOT 5; THENCE N00°55'48"W, ALONG THE EAST LINE OF THE WEST 80.00 FEET OF THE EAST 1/2 OF SAID LOT 5, A DISTANCE OF 108.01 FEET TO THE NORTHEAST CORNER OF THE EAST LINE OF THE WEST 80.00 FEET OF THE SOUTH 108.00 FEET OF SAID LOT 5; THENCE N89°51'00"E, ALONG THE NORTH LINE OF THE SOUTH 108.00 FEET OF SAID LOT 5, A DISTANCE OF 171.97 FEET TO THE NORTHWEST CORNER OF THE EAST 80 FEET OF THE SOUTH 108.00 FEET OF SAID LOT 5; THENCE S00°48'10"E, ALONG THE WEST LINE OF THE EAST 80.00 FEET OF SAID LOT 5, A DISTANCE OF 108.01 FEET TO THE SOUTHWEST CORNER OF THE EAST 80.00 FEET OF SAID LOT 5; THENCE N89°51'00"E, ALONG THE AFORESAID SOUTH LINE OF LOT 5, A DISTANCE OF 80.01 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5, AND THE WESTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5166 PAGE 3678; THENCE S00°48'10"E, ALONG THE EASTERLY LINE OF SAID LOT 6, AND SAID WEST LINE RECORDED IN OFFICIAL RECORDS BOOK 5166 PAGE 3678 DISTANCE OF 206.28 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE S89°56'35"W, ALONG THE NORTH LINE OF LOT 7, OF SAID HIRAM WATERS GROVE A DISTANCE OF 331.29 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 6; THENCE N00°55'48"W, ALONG THE EAST LINE OF THE WEST 1/2 OF SAID LOT 6, A DISTANCE OF 205.75 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 1.994 ACRES, MORE OR LESS.

PARCEL 4:

THE WEST 80.00 FEET OF THE EAST 1/2 OF LOT 5, ACCORDING TO THE PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE, LOCATED IN THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, RECORDED IN MAP BOOK 3, PAGE 25, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THIS DESCRIPTION DESCRIBES THE LANDS IDENTIFIED IN OFFICIAL RECORDS BOOK 5694 PAGE 2672.

DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, BEGIN AT THE NORTH 1/4 CORNER OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, OCCUPIED BY A 2 INCH IRON PIPE WITH NO IDENTIFICATION, IN THE ASPHALT ROAD; THENCE S01°03'28"E, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21 AND THE WEST LINE HIRAM WATERS, MAP BOOK 3, PAGE 25 A DISTANCE OF 848.72 FEET TO THE NORTHWEST CORNER OF LOT 6, SAID HIRAM WATERS GROVE; THENCE DEPARTING SAID WEST LINE N89°51'00"E ALONG THE SOUTHERLY LINE OF LOT 5, SAID HIRAM WATERS GROVE AND THE WESTERLY PROJECTION OF THE SOUTH LINE OF THE LANDS DESCRIBED IN THE FOLLOWING OFFICIAL RECORDS BOOKS AND PAGES: 4262/2015, 1893/0720, 5694/2672, AND 3987/0178, A DISTANCE OF 331.74 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 5, AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE OF LOT 5, N89°51'00"E, A DISTANCE OF 80.01 FEET TO THE SOUTHEAST CORNER OF THE WEST 80.00 FEET OF THE EAST 1/2 OF SAID LOT 5; THENCE N00°55'48"W, ALONG THE EAST LINE OF THE WEST 80.00 FEET OF THE EAST 1/2 OF SAID LOT 5, A DISTANCE OF 108.01 FEET TO THE NORTHEAST CORNER OF THE EAST LINE OF THE WEST 80.00 FEET OF THE SOUTH 108.00 FEET OF SAID LOT 5; THENCE N89°51'00"E, ALONG THE NORTH LINE OF THE SOUTH 108.00 FEET OF SAID LOT 5, A DISTANCE OF 171.97 FEET TO THE NORTHWEST CORNER OF THE EAST 80 FEET OF THE SOUTH 108.00 FEET OF SAID LOT 5; THENCE S00°48'10"E, ALONG THE WEST LINE OF THE EAST 80.00 FEET OF SAID LOT 5, A DISTANCE OF 108.01 FEET TO THE SOUTHWEST CORNER OF THE EAST 80.00 FEET OF SAID LOT 5; THENCE N89°51'00"E, ALONG THE AFORESAID SOUTH LINE OF LOT 5, A DISTANCE OF 80.01 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5, AND THE WESTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5166 PAGE 3678; THENCE S00°48'10"E, ALONG THE EASTERLY LINE OF SAID LOT 6, AND SAID WEST LINE RECORDED IN OFFICIAL RECORDS BOOK 5166 PAGE 3678 DISTANCE OF 206.28 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE S89°56'35"W, ALONG THE NORTH LINE OF LOT 7, OF SAID HIRAM WATERS GROVE A DISTANCE OF 331.29 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 6; THENCE N00°55'48"W, ALONG THE EAST LINE OF THE WEST 1/2 OF SAID LOT 6, A DISTANCE OF 205.75 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 1.994 ACRES, MORE OR LESS.

PARCEL 5:

THE EAST 80.00 FEET LESS THE EAST 20.00 FEET OF LOT 5, ACCORDING TO THE PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE, LOCATED IN THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, RECORDED IN MAP BOOK 3, PAGE 25, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THIS DESCRIPTION DESCRIBES THE LANDS IDENTIFIED IN OFFICIAL RECORDS BOOK 398 PAGE 0178.

DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, BEGIN AT THE NORTH 1/4 CORNER OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, OCCUPIED BY A 2 INCH IRON PIPE WITH NO IDENTIFICATION, IN THE ASPHALT ROAD; THENCE S01°03'28"E, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21 AND THE WEST LINE HIRAM WATERS, MAP BOOK 3, PAGE 25 A DISTANCE OF 848.72 FEET TO THE NORTHWEST CORNER OF LOT 6, SAID HIRAM WATERS GROVE; THENCE DEPARTING SAID WEST LINE N89°51'00"E ALONG THE SOUTHERLY LINE OF LOT 5, SAID HIRAM WATERS GROVE AND THE WESTERLY PROJECTION OF THE SOUTH LINE OF THE LANDS DESCRIBED IN THE FOLLOWING OFFICIAL RECORDS BOOKS AND PAGES: 4262/2015, 1893/0720, 5694/2672, AND 3987/0178, A DISTANCE OF 583.47 FEET TO THE SOUTHWEST CORNER OF THE EAST 80.00 FEET SAID LOT 5, AND THE POINT OF BEGINNING; THENCE N00°48'10"W, ALONG THE WEST LINE OF THE EAST 80.00 FEET OF SAID LOT 5, A DISTANCE OF 108.01 FEET TO THE NORTHWEST CORNER OF THE EAST 80.00 FEET OF THE SOUTH 108.00 FEET OF SAID LOT 5; THENCE N89°51'00"E, ALONG THE NORTH LINE OF THE SOUTH 108.00 FEET OF SAID LOT 5, A DISTANCE OF 60.00 FEET TO THE NORTHWEST CORNER OF THE EAST 20.00 FEET OF THE SOUTH 108.00 FEET OF SAID LOT 5; THENCE S00°48'10"E, ALONG THE WEST LINE OF THE EAST 20.00 FEET OF SAID LOT 5, A DISTANCE OF 108.01 FEET TO THE SOUTHWEST CORNER OF THE EAST 20.00 FEET OF SAID LOT 5; THENCE S89°51'00"W, ALONG THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 0.149 ACRES, MORE OR LESS

AND

VOLUSIA COUNTY PARCEL ID 702100000170 (PER VOLUSIA COUNTY PROPERTY APPRAISER – NO OTHER LEGAL DESCRIPTION FOUND OR PROVIDED):

21 17 30 NE 1/4 OF SW 1/4 OF NE 1/4 & W 1/2 OF SW 1/4 OF NE 1/4 EXC S 214.17 FT MEAS ON E/L & S 41.48 FT MEAS ON W/L

AND

VOLUSIA COUNTY PARCEL IDS 702101000210 & 702101000220 (PER VOLUSIA COUNTY OFFICIAL RECORDS BOOK 8267, PAGE 237):

PARCEL 1:

LOT 21, CLARK HARPER'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, SECTION 21 TOWNSHIP 17 SOUTH, RANGE 30 EAST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 9, PAGE 15 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

PARCEL 2:

LOTS 22 THROUGH 26, CLARK HARPER'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 9, PAGE 15, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

VOLUSIA COUNTY PARCEL ID 702101000190 (PER VOLUSIA COUNTY OFFICIAL RECORDS BOOK 6748, PAGE 2719):

LOT 19, CLARK HARPER'S SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 9, PAGE 15, OF THE CURRENT PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

ALL BEING MORE PARTICULARLY DESCRIBED AS:

DESCRIPTION (BY THIS SURVEYOR):

PARCEL 1

A PORTION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, LYING IN VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF BERESFORD AVENUE AND THE CENTERLINE OF AMELIA AVENUE AS SHOWN ON THE PLAT OF GOLF VIEW HEIGHTS AS RECORDED IN MAP BOOK 23, PAGE 175 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT BEING THE NORTHWEST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST; THENCE ALONG THE NORTH LINE OF SAID SECTION 21, N89°30'53"E, A DISTANCE OF 1,310.49 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE S01°00'41"E ALONG THE EAST LINE OF SAID WEST 1/2, A DISTANCE OF 1,038.57 TO THE NORTHEAST CORNER OF LOT 9 AS SHOWN ON THE PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE AS RECORDED IN MAP BOOK 3, PAGE 25 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S89°56'03"W ALONG THE NORTH LINE OF SAID LOT 9, A DISTANCE OF 25.00 FEET TO THE WEST RIGHT OF WAY LINE OF SOUTH GARFIELD AVENUE (AN APPARENT 50.00 FOOT RIGHT OF WAY) AND THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY LINE, S01°00'41"E, A DISTANCE OF 1,384.52 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE N89°30'37"W ALONG SAID NORTH LINE, A DISTANCE OF 634.69 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE S00°54'37"E ALONG THE WEST LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 314.57 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF EAST NEW HAMPSHIRE AVENUE; THENCE N89°22'19"W ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 630.29 FEET TO THE EAST RIGHT OF WAY LINE OF SOUTH AMELIA AVENUE; THENCE N00°48'29"W ALONG THE EAST RIGHT OF WAY OF AMELIA AVENUE (AN APPARENT 60.00 FOOT RIGHT OF WAY), A DISTANCE OF 1,890.21 FEET TO A POINT ON THE SOUTH LINE OF LOT 5 AS SHOWN ON THE PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE AS RECORDED IN MAP BOOK 3, PAGE 25 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N89°56'05"E ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 25.00 FEET TO THE NORTHEAST CORNER OF THE WEST 60.00 FEET OF THE SOUTH 108.00 FEET OF SAID LOT 5; THENCE N89°56'05"E ALONG THE NORTH LINE OF THE SOUTH 108.00 FEET OF SAID LOT 5, A DISTANCE OF 308.29 FEET TO THE NORTHEAST CORNER OF THE WEST 60.00 FEET OF THE EAST 80.00 FEET OF THE SOUTH 108.00 FEET OF SAID LOT 5; THENCE S00°54'37"E ALONG THE EAST LINE OF THE WEST 60.00 FEET OF THE EAST 80.00 FEET OF SAID LOT 5, A DISTANCE OF 108.01 FEET TO THE SOUTH LINE OF SAID LOT 5; THENCE N89°56'05"E ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 20.00 FEET TO THE NORTHEAST CORNER OF LOT 6 AS SHOWN ON SAID PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE; THENCE S00°54'37"E ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 204.99 FEET TO THE NORTHWEST CORNER OF LOT 9 AS SHOWN ON SAID PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE; THENCE N89°56'03"E ALONG THE NORTH LINE OF SAID LOT 9, A DISTANCE OF 632.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 48.171 ACRES, MORE OR LESS.

PARCEL 2

LOTS 21 THROUGH 26, CLARK HARPER'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 9, PAGE 15, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST; THENCE N89°22'19"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 1,320.71 FEET TO THE SOUTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF CLARK HARPER'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 9, PAGE 15, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N01°00'41"W ALONG THE EAST LINE OF CO SAID CLARK HARPER'S SUBDIVISION AND THE EAST LINE OF THE SOUTH HALF OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 326.18 FEET TO THE INTERSECTION OF THE EAST LINE OF THE SOUTH HALF OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21 AND THE EASTERLY EXTENSION OF THE SOUTH RIGHT OF WAY LINE OF MANSFIELD AVENUE AS SHOWN ON SAID CLARK HARPER'S SUBDIVISION; THENCE N89°30'37"W ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 20.01 FEET TO THE NORTHEAST CORNER OF LOT 19 OF SAID CLARK HARPER'S SUBDIVISION; THENCE CONTINUE N89°30'37"W ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 184.11 FEET TO THE NORTHEAST CORNER OF LOT 21 OF SAID CLARK HARPER'S SUBDIVISION AND THE POINT OF BEGINNING; THENCE S00°58'53"E ALONG THE EAST LINE OF SAID LOT 21, A DISTANCE OF 150.34 FEET TO THE SOUTHEAST CORNER OF SAID LOT 21; THENCE N89°26'28"W ALONG THE SOUTH LINE OF LOTS 21 THROUGH 26 OF SAID CLARK HARPER'S SUBDIVISION, A DISTANCE OF 301.95 FEET TO THE SOUTHWEST CORNER OF LOT 26; THENCE N00°55'55"W ALONG THE WEST LINE OF SAID LOT 26, A DISTANCE OF 149.97 FEET TO THE NORTHWEST CORNER OF SAID LOT 26, BEING ON THE SOUTH RIGHT OF WAY LINE OF SAID MANSFIELD AVENUE; THENCE S89°30'37"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 301.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.040 ACRES, MORE OR LESS.

PARCEL 3

LOT 19, CLARK HARPER'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 9, PAGE 15, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST; THENCE N89°22'19"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 1,320.71 FEET TO THE SOUTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF CLARK HARPER'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 9, PAGE 15, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N01°00'41"W ALONG THE EAST LINE OF SAID CLARK HARPER'S SUBDIVISION AND THE EAST LINE OF THE SOUTH HALF OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 326.18 FEET TO THE INTERSECTION OF THE EAST LINE OF THE SOUTH HALF OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21 AND THE EASTERLY EXTENSION OF THE SOUTH RIGHT OF WAY LINE OF MANSFIELD AVENUE AS SHOWN ON SAID CLARK HARPER'S SUBDIVISION; THENCE N89°30'37"W ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 20.01 FEET TO THE NORTHEAST CORNER OF LOT 19 OF SAID CLARK HARPER'S SUBDIVISION AND THE POINT OF BEGINNING; THENCE S01°00'41"E ALONG THE EAST LINE OF SAID LOT 19, A DISTANCE OF 50.19 FEET TO THE SOUTHEAST CORNER OF SAID LOT 19; THENCE N89°29'14"W ALONG THE SOUTH LINE OF SAID LOT 19, A DISTANCE OF 133.82 FEET TO THE SOUTHWEST CORNER OF SAID LOT 19; THENCE N00°59'23"W ALONG THE WEST LINE OF SAID LOT 19, A DISTANCE OF 50.13 FEET TO THE NORTHWEST CORNER OF SAID LOT 19, SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF SAID MANSFIELD AVENUE; THENCE S89°30'37"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 133.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,710 SQUARE FEET, MORE OR LESS.

LEGEND & ABBREVIATIONS:

AC = AIR CONDITIONING UNIT	○ = IRON PIPE	⌖ = COMBINATION UTILITY POLE	LB = LICENSED BUSINESS
= AIR RELEASE VALVE	● = IRON ROD	= MAILBOX	PSM = PROFESSIONAL SURVEYOR AND MAPPER
= BURIED CABLE TV PEDESTAL	IRR = IRRIGATION VALVE	UM = UTILITY MARKER	ID = IDENTIFICATION
= BURIED ELECTRIC PEDESTAL	= LANDSCAPE LIGHTING	= WATER METER	ORB = OFFICIAL RECORDS BOOK
= BACKFLOW PREVENTER	= LIGHT POLE	= WATER VALVE	(P) = PLAT
= BENCH	LS = LIFT STATION	= YARD DRAIN	PG(S) = PAGE(S)
= BUSH	= MITERED END SECTION	–X– = CHAINLINK FENCE	(F) = FIELD
= BURIED TELEPHONE PEDESTAL	MW = MONITORING WELL	–O– = WOOD FENCE	TRAV.PT. = TRAVERSE POINT
= CONCRETE MONUMENT	= NAIL W/DISC	–OHL– = OVERHEAD UTILITY LINE	NAD = NORTH AMERICAN DATUM
= CLEAN OUT	= UTILITY POLE	= TREE/HEDGE LINE	NAVD = NORTH AMERICAN VERTICAL DATUM
= DRAINAGE MANHOLE	• = POST/BOLLARD	LA = LANDSCAPED AREA	SSMC = SOUTHEASTERN SURVEYING & MAPPING CORPORATION
= ELECTRIC FIXTURE	RCM = RECLAIMED WATER METER	PVC = POLYVINYL CHLORIDE PIPE	
= ELECTRIC MANHOLE	RCV = RECLAIMED WATER VALVE	DIP = DUCTILE IRON PIPE	
= ELECTRIC SERVICE METER	= SANITARY MANHOLE	FNM = METAL FENCE	
= FLAT GRATE INLET	= NON-TRAFFIC SIGN	EFX = ELECTRIC FIXTURE	
= FIRE HYDRANT	= SERVICE POLE	UM = UTILITY MARKER	
= FLAGPOLE	= SEWER VALVE	RCV = RECLAIMED WATER VALVE	
= DOWN GUY	= TRAFFIC SIGN		
= WATER SPIGOT	TK = TANK		
= HAND HOLE	TR = TRANSFORMER ON SLAB		
	VAULT = VAULT		

SURVEYOR'S REPORT:

1. UTILITY LOCATIONS IF SHOWN HEREON ARE BASED ON FIELD LOCATION OF MARKINGS BY UTILITY COMPANY REPRESENTATIVES, SURFACE FEATURES AND CONSTRUCTION PLANS FURNISHED TO THE SURVEYOR. ADDITIONAL SUB-SURFACE UTILITIES MAY EXIST THAT HAVE NOT BEEN FIELD LOCATED.
2. EASEMENTS OR RIGHTS OF WAY THAT APPEAR ON RECORDED PLANS OR THAT HAVE BEEN FURNISHED TO THE SURVEYOR BY OTHERS HAVE BEEN INCORPORATED INTO THIS DRAWING WITH APPROPRIATE NOTATION.
3. MINIMUM HORIZONTAL ACCURACY FOR THIS SURVEY IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 REQUIREMENTS OF FLORIDA ADMINISTRATION CODE. THE MAP AND MEASUREMENT METHODS USED FOR THIS SURVEY MEET OR EXCEED THIS REQUIREMENT. THE DIMENSIONS SHOWN HEREON ARE IN UNITED STATES STANDARD FEET AND DECIMALS THEREOF.
4. THIS SURVEY DOES NOT DETERMINE OWNERSHIP OF THE LANDS SHOWN HEREON.
5. UNDERGROUND FOUNDATIONS HAVE NOT BEEN LOCATED.
6. SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. AND IF SHOWN HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 5J-17.062 AND F

MATCH LINE A

MATCH LINE A

EAST HAVEN ROAD
RIGHT OF WAY VARIES
PER RECOVERED MONUMENTATION
NO DOCUMENTATION FOUND OR PROVIDED

LOT 4
ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE
MAP BOOK 3, PAGE 25

PARCEL ID-702102000049
ORB 5979, PG 1297
OWNERS-AEON & WINSOME AIKEN (NOT INCLUDED)

PARCEL ID-702102000040
ORB 8511, PG 4998 (NOT INCLUDED)
OWNER-TERESA VELAZQUEZ NUNEZ

PARCEL ID-702102000047
ORB 8566, PG 3752 (NOT INCLUDED)
OWNER – TERESA VELAZQUEZ NUNEZ

LOT 3
ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE
MAP BOOK 3, PAGE 25

PARCEL ID – 702102000030
ORB 6436, PG 3890 (NOT INCLUDED)
OWNER – DELAND FLORIDA DEVELOPERS LLC

FOUND 5/8" IRON ROD
LB 3019, 4.4' WEST & 0.3' NORTH

FOUND 1/2" IRON ROD
NO ID

FOUND 5/8" IRON ROD
NO ID

SET 5/8" IRON ROD
SSMC LB 2018

NORTH LINE OF LOT 5

SET 5/8" IRON ROD
LB 2108

FOUND 5/8" IRON ROD
LB 3019 WEST 0.5'
NE CORNER OF W 60' OF THE
E 80' OF S 108' OF LOT 5

EAST LINE OF WEST 60'
OF THE EAST 80' OF LOT 5

PARCEL ID – 702102000053
ORB 4262, PG 2015
OWNERS-RUTHA & MILTON CORLEY
(NOT INCLUDED)

EAST LINE OF THE W1/2 OF LOT 5

PARCEL ID-702102000054
NO DOCUMENTATION
FOUND OR PROVIDED
SOUTH 111' OF LOT 5, LESS WEST 130'
PER VOLUSIA COUNTY
PROPERTY APPRAISER
OWNERS – WILLIAMS, ET AL.
(NOT INCLUDED)

S89°56'05"W 308.29'

NORTH LINE OF THE
SOUTH 108' OF LOT 5

SET 5/8" IRON ROD
LB 2108

S 108.0'

W 80.0'

N00°51'33"W
108.01'

SUBJECT PARCEL
EAST 80' OF THE SOUTH 108' OF THE EAST 1/2 OF LOT 5,
LESS THE EAST 20'
PARCEL ID – 702102000050
PARCEL 5 IN ORB 8373, PG 552

W 60.0'

E 80.0'

S00°54'37"E
108.01'

SET 5/8" IRON ROD
LB 2108
NE CORNER OF LOT 6
SE CORNER OF LOT 5
FOUND 5/8" IRON ROD
LB 3019 0.9' WEST

FOUND 5/8" IRON ROD
LB 3019, 0.8' WEST

SET 5/8" IRON ROD
LB 2108

SOUTH LINE
OF LOT 5

FOUND 5/8" IRON ROD
LB 3019 0.9' WEST

N89°51'00"E(D)
331.74'(D)

SOUTH LINE OF LOT 5

FOUND 5/8" IRON ROD
LB 3019
4.1' WEST, 0.3' NORTH

SET 5/8" IRON ROD
SSMC LB 2018

NORTHWEST
CORNER
LOT 6

N89°56'05"E
298.38'

SUBJECT PARCEL
WEST 1/2 LOT 6
PARCEL ID – 702102000061
PARCEL 1 IN ORB 8373, PG 552

SUBJECT PARCEL
WEST 80' OF THE SOUTH 108'
OF THE EAST 1/2 OF LOT 5
PARCEL ID – 702102000052
PARCEL 4 IN ORB 8373, PG 552

SUBJECT PARCEL
EAST 1/2 LOT 6
AND THE SOUTH 108' OF
EAST HALF OF LOT 5,
LESS EAST 80' & LESS W 80'
PARCEL ID – 702102000060
PARCEL 2 IN ORB 8373, PG 552

SET 5/8" IRON ROD
SSMC LB 2018
SE CORNER OF THE W 1/2 OF LOT 5

LOT 6
ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE
MAP BOOK 3, PAGE 25

N89°56'05"E
20.00'

N00°54'37"W
204.99'

S00°48'10"E(D)

EAST LINE OF LOT 6

FOUND 5/8" IRON ROD
LB 3019
5.4' WEST, 1.7' NORTH

SET 5/8" IRON ROD
SSMC LB 2018
NW CORNER OF LOT 9
SE CORNER OF LOT 6

LOT 8
ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE
MAP BOOK 3, PAGE 25

PARCEL ID – 702102000021

ORB 5166, PG 3678
OWNER – DANS AUTO SALVAGE INC
(NOT INCLUDED)

PARCEL ID – 702102000080

ORB 8422, PG 4295
OWNER – CFF REAL ESTATE LLC
(NOT INCLUDED)

EAST LINE OF W 1/2 OF THE NE 1/4
OF SECTION 21-17-30

S01°00'41"E 1038.57'

FOUND NAIL & DISK
ILLEG

FOUND 4"X4" CONCRETE
MONUMENT PRM 1221

N89°56'03"E 632.13'

NORTH LINE OF LOT 9

NE CORNER OF LOT 9
ASSESSOR'S SUBDIVISION
OF HIRAM WATERS GROVE
MAP BOOK 3, PAGE 25

S89°56'03"W
25.00'

POINT OF BEGINNING
PARCEL 1
FOUND 4"X4" CONCRETE
MONUMENT PRM 1221

WEST LINE OF THE NE 1/4 OF SECTION 21; ALSO WEST LINE OF HIRAM WATERS GROVE

SET 5/8" IRON ROD
SSMC LB 2018

LOT 7
ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE
MAP BOOK 3, PAGE 25

SUBJECT PARCEL
LOT 7 & WEST 252.75' OF LOT 9
PER VOLUSIA COUNTY PROPERTY APPRAISER
PARCEL ID – 702102000092
NO DOCUMENTATION FOUND OR PROVIDED

LOT 9
ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE
MAP BOOK 3, PAGE 25

SUBJECT PARCEL
LOT 9 EXCEPT WEST 252.75'
PARCEL ID – 702102000090
ORB 6466, PG 4530

WEST RIGHT OF WAY LINE

50.0'

S AMELIA AVENUE
APPARENT 60' RIGHT OF WAY
PER FOUND MONUMENTATION
NO OTHER DOCUMENTATION FOUND OR PROVIDED

N00°48'29"W 1890.21'

SUBJECT PARCEL
NORTHWEST 1/4 OF THE SW 1/4 OF THE NE 1/4 OF
SECTION 21
A PORTION OF PARCEL ID – 702100000170
NO DOCUMENTATION FOUND OR PROVIDED

PARCEL 1

SUBJECT PARCEL
NORTHEAST 1/4 OF THE SW 1/4 OF THE NE 1/4 OF
SECTION 21
A PORTION OF PARCEL ID – 702100000170
NO DOCUMENTATION FOUND OR PROVIDED

S01°00'41"E 1384.52'

SOUTH GARFIELD AVENUE
RIGHT OF WAY WIDTH VARIES
PER FOUND MONUMENTATION
NO OTHER DOCUMENTATION FOUND OR PROVIDED

APPARENT EAST RIGHT OF WAY LINE

ASPHALT PAVEMENT

S01°00'41"E 1730.96'

SET NAIL & DISK
SSMC LB 2018

SUBJECT PARCEL
NORTH 1/2 OF THE SW 1/4 OF THE NE 1/4 OF THE NE
1/4 OF SECTION 21
A PORTION OF PARCEL ID – 702100000170
NO DOCUMENTATION FOUND OR PROVIDED

SUBJECT PARCEL
NORTH 1/2 OF THE SE 1/4 OF THE SW 1/4 OF THE NE
1/4 OF SECTION 21
PARCEL ID – 702100000180
PER ORB 1787, PG 798

MATCH LINE B

MANSFIELD AVENUE
20' RIGHT OF WAY UNIMPROVED
PER PLAT BOOK 9, PAGE 15
NO OTHER DOCUMENTATION FOUND
OR PROVIDED

SEE SHEET 9
FOR DETAILS

SET 5/8" IRON ROD
SSMC LB 2018

FOUND 5/8" IRON ROD
LB 3019 SLIGER 2.8'
NORTH, 0.9' WEST

SET 5/8" IRON ROD
SSMC LB 2018
NW CORNER OF THE S 1/2 OF THE
SE 1/4 OF THE SW 1/4 OF THE NE
1/4 OF SECTION 21

N89°30'37"W 634.69'

NORTH LINE OF THE S1/2 OF THE SE 1/4 OF THE SW
1/4 OF THE NE 1/4 OF SECTION 21

SET 5/8" IRON ROD
SSMC LB 2018
NW CORNER
OF LOT 26

SET 5/8" IRON ROD
SSMC LB 2018

PARCEL 2

SUBJECT PARCEL
LOTS 21-26
PARCEL ID – 702101000220
PER ORB 8267, PG 237

LOT 26 LOT 25 LOT 24 LOT 23 LOT 22 LOT 21 LOT 20 LOT 19

LOT 2

LOT 3

LOT 18

PARCEL 3

SUBJECT PARCEL
LOT 19
PARCEL ID – 702101000190
PER ORB 6748, PG 1719

SET 5/8" IRON ROD
SSMC LB 2018

SET 5/8" IRON ROD
SSMC LB 2018
SW CORNER
OF LOT 26

MAP OF CLARK HARPER'S SUBDIVISION
MAP BOOK 9, PAGE 15

FOUND 1/2" IRON ROD
VOLUSIA COUNTY

LOT 17

45.0'

SET 5/8" IRON ROD
SSMC LB 2108
SE CORNER
OF LOT 26

FOUND 5/8" IRON ROD
LB 7230 0.4' NORTH

FOUND 1/2" IRON ROD
LB 3019 0.8' SOUTH,
0.4' WEST

LOT 16

20.0' PER PB 9, PG 15

FOUND 1/2" IRON ROD
VOLUSIA COUNTY

LOT 15

LOT 4

LOT 5

LOT 7 LOT 8 LOT 9 LOT 10 LOT 11 LOT 12 LOT 13

FOUND 5/8" IRON ROD
EFIRD LB 7230

FOUND 1/2" IRON ROD
NO ID

FOUND NAIL & DISK
LB 3019

LOT 14

LOT 6

S00°54'37"E 314.57'

WEST LINE OF THE E 1/2 OF THE SE 1/4 OF THE SW
1/4 OF THE NE 1/4 OF SECTION 21

SUBJECT PARCEL
SOUTH 1/2 OF THE SW 1/4 OF THE
SW 1/4 OF THE NE 1/4 OF SECTION 21
PARCEL ID – 702100000171
PER ORB 7578, PG 4747

EAST RIGHT OF WAY LINE
PER ORB 1725, PG 435

AQUARIUS AVENUE(F)
MASSACHUSETTS AVENUE(P)
20' RIGHT OF WAY UNIMPROVED
PER PLAT BOOK 9, PAGE 15
NO OTHER DOCUMENTATION
FOUND OR PROVIDED

EAST NEW HAMPSHIRE AVENUE
RIGHT OF WAY WIDTH VARIES
PER FOUND MONUMENTATION
NO OTHER DOCUMENTATION FOUND OR PROVIDED

SET 5/8" IRON ROD
SSMC LB 2108

NORTH RIGHT OF WAY LINE
PER ORB 1725, PG 435

N89°22'19"W 630.29'

APPARENT NORTH RIGHT OF WAY LINE

NORTH RIGHT OF WAY LINE PER PLAT BOOK 9, PG 15

SOUTH LINE OF NORTHEAST 1/4 OF SECTION 21-17-30 (BEARING BASIS)

N89°22'19"W 1320.71'

55.0'

25.0' PER PB 9, PG 15

N89°22'19"W

FOUND IRON ROD
NO ID

FOUND 1/2" IRON ROD
NO ID

FOUND 1/2" IRON ROD

N89°22'19"W 2623.02'

W 1/4 CORNER OF
SECTION 21-17-30
FOUND NAIL & DISK
NO ID

FOUND IRON ROD
NO ID

SET 5/8" IRON ROD
SSMC LB 2108

APPARENT SOUTH RIGHT OF WAY LINE

S89°22'19"E 1320.71'

E 1/4 CORNER OF
SECTION 21-17-30
FOUND IRON PIPE
NO ID, CCR# 077303

MATCH LINE B

MATCH LINE B

S00°48'29"E 2669.61'

S 1/4 CORNER OF
SECTION 21-17-30
FOUND NAIL & DISK
NO ID

SEE SHEET 1 FOR NOTES,
LEGEND AND DESCRIPTION.

SEE SHEET 9
FOR DETAILS

NE CORNER OF THE
W 1/2 OF THE NE 1/4
OF SECTION 21-17-30

N89°30'53"E 1310.49'

BERESFORD AVENUE

NORTH LINE OF SECTION 21

N89°30'53"E 1310.49'

NE CORNER OF
SECTION 21-17-30
FOUND NAIL & DISK
LB 2791, CCR# 112294

POINT OF COMMENCEMENT
PARCEL 1
INTERSECTION OF THE CENTERLINE
OF BERESFORD AVENUE AND THE
CENTERLINE OF AMELIA AVENUE
PER MAP BOOK 23, PAGE 175
FOUND NAIL & DISK
NO ID
NORTHWEST CORNER OF THE WEST 1/2
OF THE NORTHEAST 1/4 OF
SECTION 21-17-30
(NORTH 1/4 CORNER)

S AMELIA AVENUE

S00°48'29"E 2743.80'

S00°48'29"E 825.94'

S01°03'29"E(D) 868.72'(D)

SOUTH GARFIELD AVENUE

EAST LINE OF W 1/2 OF THE NE 1/4
OF SECTION 21-17-30

S01°00'41"E 1038.57'

MATCH LINE A

MATCH LINE A

1" = 100'
GRAPHIC SCALE
0 50' 100' 200'

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION
550 South Highland Street
Mt. Dora, Florida 32757
(352) 343-4880
e-mail: info@southeasternsurveying.com
Certification Number LB#108

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SHEET NUMBER 2 OF 9
NOT VALID WITHOUT SHEETS
1 THROUGH 9

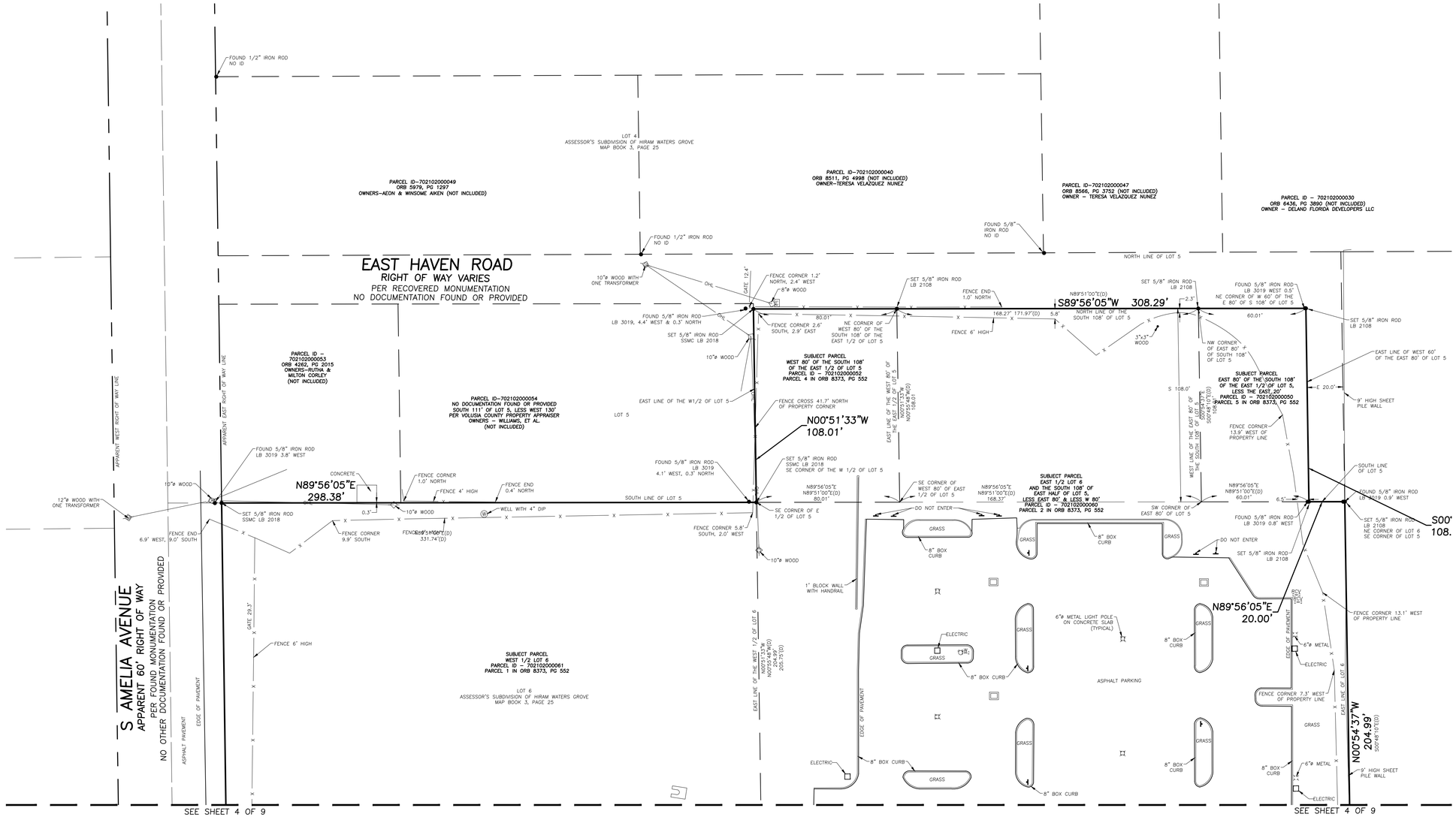
REVISION DATE	REVISION	BY

BOUNDARY SURVEY

Project:
S. AMELIA AVENUE
DELAND, FLORIDA – 32724

Field Date: FEBRUARY 27, 2025 | Drawn By: JO | Scale: 1" = 30'

DRAWING NUMBER
59575003
SHEET NUMBER
2 OF 9



1" = 30'
GRAPHIC SCALE
0 15' 30' 60'

SHEET NUMBER 3 OF 9
NOT VALID WITHOUT SHEETS 1 THROUGH 9

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SOUTHEASTERN SURVEYING AND MAPPING CORPORATION
550 South Highland Street
Mt. Dora Florida 32757
(352) 343-4880
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Certification Number LB2108

REVISION	BY
REVISION DATE	

BOUNDARY SURVEY
S. AMELIA AVENUE
DELAND, FLORIDA - 32724

Project:
Field Date: FEBRUARY 27, 2025
Drawn By: JO
Scale: 1" = 30'

SEE SHEET 1 FOR NOTES, LEGEND AND DESCRIPTION.

DRAWING NUMBER
59575003
SHEET NUMBER
3 OF 9

SEE SHEET 3 OF 9

SEE SHEET 3 OF 9

SEE SHEET 5 OF 9

SEE SHEET 7 OF 9

SEE SHEET 7 OF 9

S AMELIA AVENUE
APPARENT 60' RIGHT OF WAY
PER FOUND MONUMENTATION
NO OTHER DOCUMENTATION FOUND OR PROVIDED

SUBJECT PARCEL
LOT 7 & WEST 252.75' OF LOT 9
PER VOLUSIA COUNTY PROPERTY APPRAISER
PARCEL ID – 702102000092
NO DOCUMENTATION FOUND OR PROVIDED

SUBJECT PARCEL
NORTHWEST 1/4 OF THE SW 1/4 OF THE NE 1/4 OF SECTION 21
A PORTION OF PARCEL ID – 702100000170
NO DOCUMENTATION FOUND OR PROVIDED

1" = 30'
GRAPHIC SCALE
0 15' 30' 60'

SHEET NUMBER 4 OF 9
NOT VALID WITHOUT SHEETS 1 THROUGH 9

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION
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e-mail: info@southeasternsurveying.com
Certification Number LB2108

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REVISION	BY	REVISION DATE

BOUNDARY SURVEY

S. AMELIA AVENUE
DELAND, FLORIDA – 32724

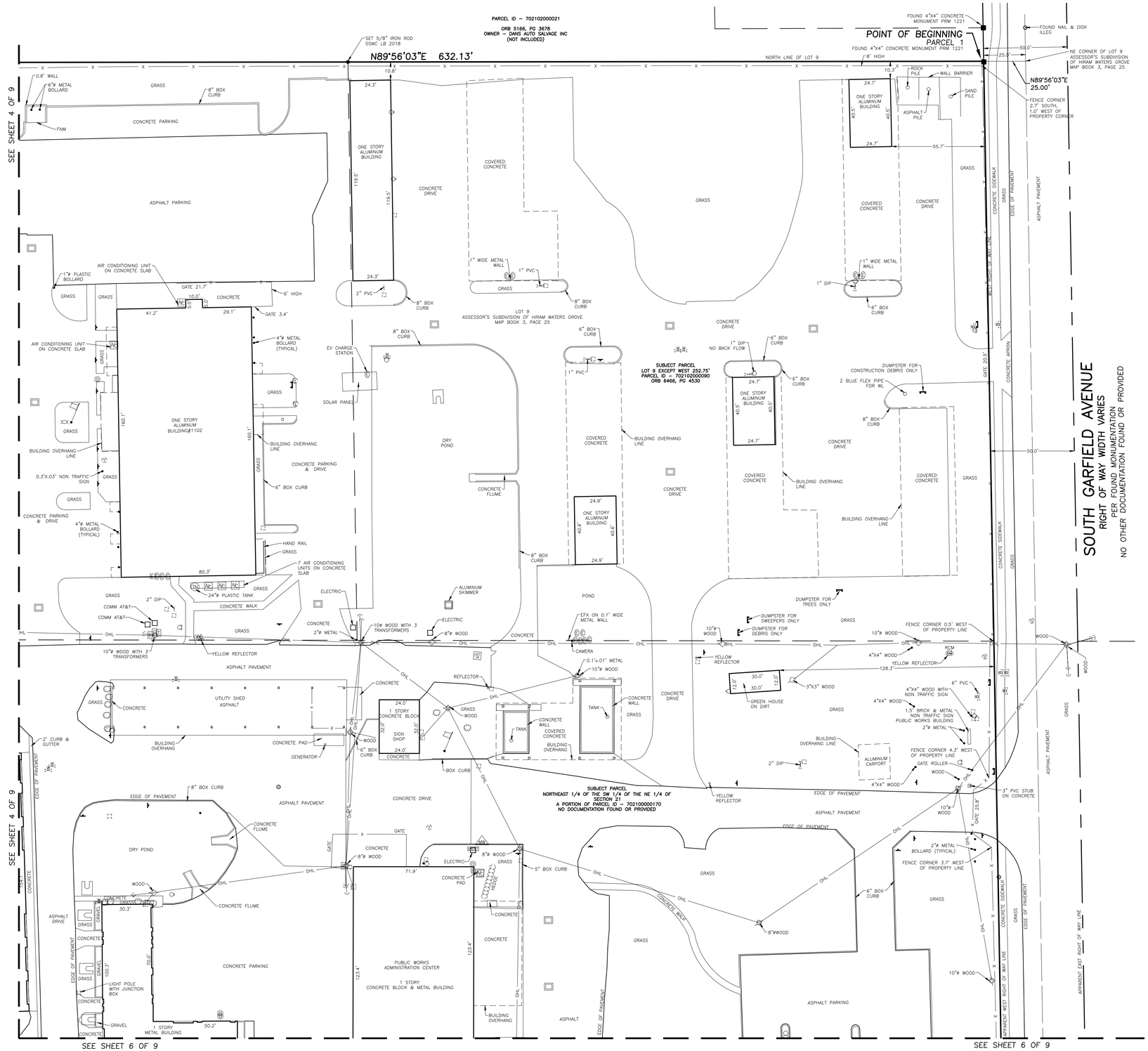
Project:

Field Date: FEBRUARY 27, 2025 | Drawn By: JO | Scale: 1" = 30'

SEE SHEET 1 FOR NOTES, LEGEND AND DESCRIPTION.

DRAWING NUMBER
59575003

SHEET NUMBER
4 OF 9



1" = 30'
GRAPHIC SCALE
0 15' 30' 60'

SHEET NUMBER 5 OF 9
NOT VALID WITHOUT SHEETS
1 THROUGH 9

SOUTHEASTERN SURVEYING
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Certification Number LB2108

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BY	REVISION	REVISION DATE

BOUNDARY SURVEY

Project:
S. AMELIA AVENUE
DELAND, FLORIDA – 32724

Field Date: FEBRUARY 27, 2025
Drawn By: JO
Scale: 1" = 30'

SEE SHEET 1 FOR NOTES,
LEGEND AND DESCRIPTION.

DRAWING NUMBER
59575003
SHEET
NUMBER
5 OF 9

1" = 30'
GRAPHIC SCALE
0 15' 30' 60'

SHEET NUMBER 6 OF 9
NOT VALID WITHOUT SHEETS 1 THROUGH 9

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION
550 South Highland Street
Mt. Dora Florida 32757
(352) 343-4880
e-mail: info@southeasternsurveying.com
Certification Number LB2108

SSMC SUE • SURVEY • GIS

BY	REVISION	REVISION DATE

BOUNDARY SURVEY

S. AMELIA AVENUE
DELAND, FLORIDA – 32724

Project:

Field Date: FEBRUARY 27, 2025 | Drawn By: JO | Scale: 1" = 30'

SEE SHEET 1 FOR NOTES, LEGEND AND DESCRIPTION.

DRAWING NUMBER
59575003
SHEET NUMBER
6 OF 9

SEE SHEET 4 OF 9

SEE SHEET 4 OF 9

SEE SHEET 6 OF 9

SEE SHEET 6 OF 9

SEE SHEET 8 OF 9

SEE SHEET 8 OF 9

PARCEL 1

N00°48'29"W 1890.21'

S AMELIA AVENUE
APPARENT 60' RIGHT OF WAY
PER FOUND MONUMENTATION
NO OTHER DOCUMENTATION FOUND OR PROVIDED

SUBJECT PARCEL
NORTHWEST 1/4 OF THE SW 1/4 OF THE NE 1/4 OF SECTION 21
A PORTION OF PARCEL ID - 702100000170
NO DOCUMENTATION FOUND OR PROVIDED

SUBJECT PARCEL
NORTH 1/2 OF THE SW 1/4 OF THE SW 1/4 OF THE NE 1/4 OF SECTION 21
A PORTION OF PARCEL ID - 702100000170
NO DOCUMENTATION FOUND OR PROVIDED

1" = 30'
GRAPHIC SCALE
0 15' 30' 60'

SHEET NUMBER 7 OF 9
NOT VALID WITHOUT SHEETS 1 THROUGH 9

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REVISION	BY

REVISION DATE	

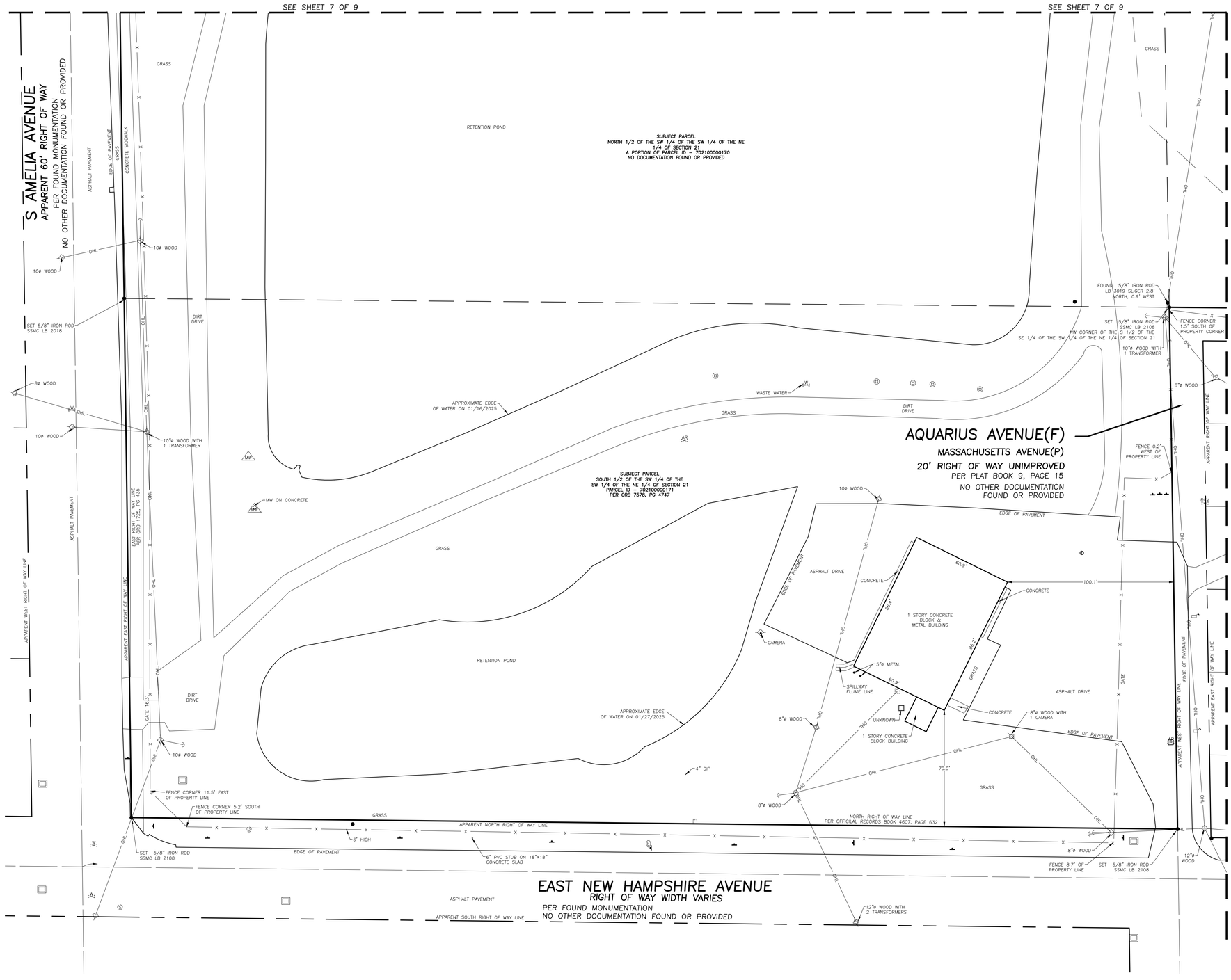
BOUNDARY SURVEY

Project: S. AMELIA AVENUE
DELAND, FLORIDA - 32724

Field Date: FEBRUARY 27, 2025 | Drawn By: JO | Scale: 1" = 30'

SEE SHEET 1 FOR NOTES, LEGEND AND DESCRIPTION.

DRAWING NUMBER
59575003
SHEET NUMBER
7 OF 9



SHEET NUMBER 8 OF 9
NOT VALID WITHOUT SHEETS 1 THROUGH 9

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SSMC SUE • SURVEY • GIS

REVISION	BY	REVISION DATE

BOUNDARY SURVEY

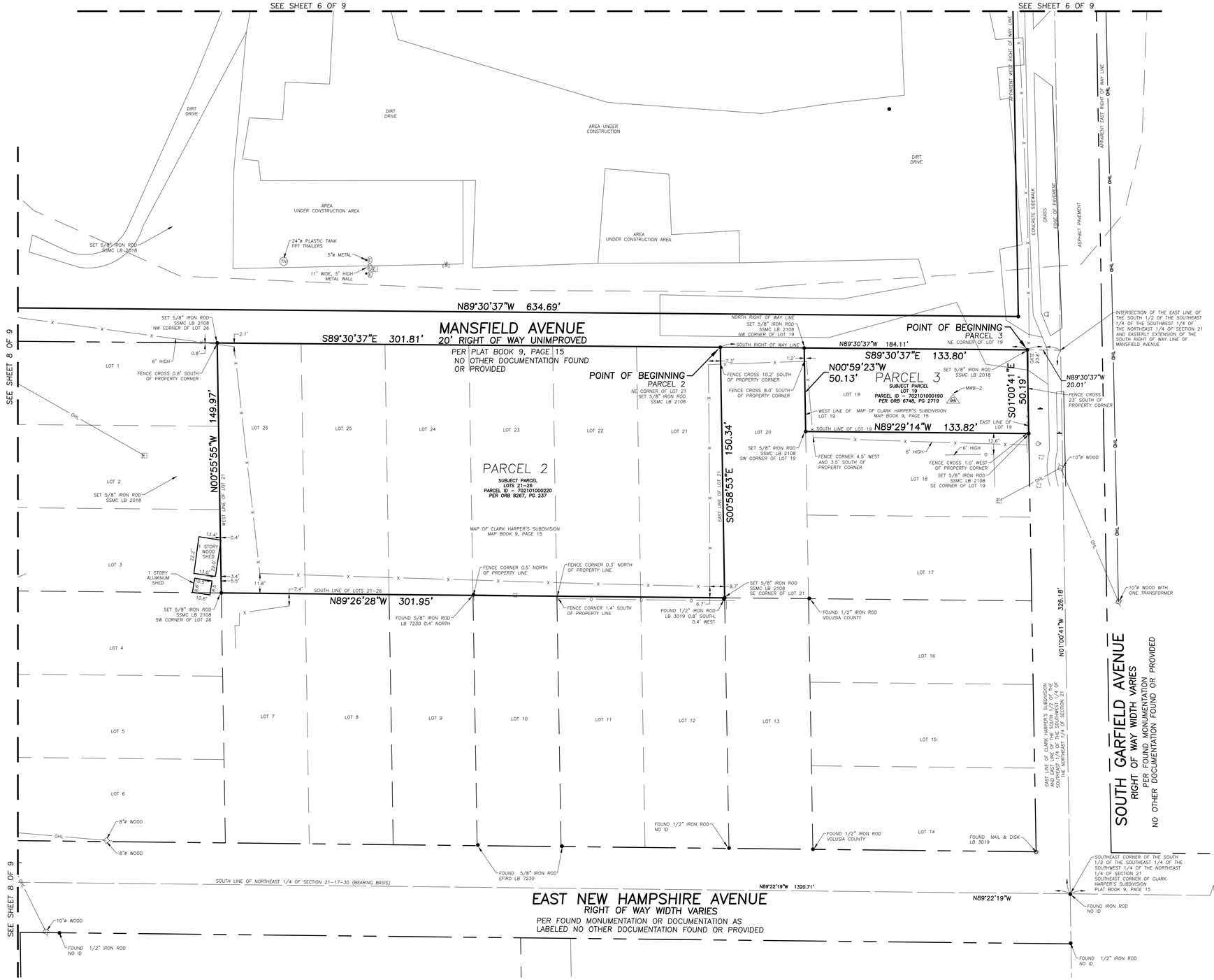
Project:
S. AMELIA AVENUE
DELAND, FLORIDA – 32724

Field Date: FEBRUARY 27, 2025
Drawn By: JO
Scale: 1" = 30'

SEE SHEET 1 FOR NOTES, LEGEND AND DESCRIPTION.

DRAWING NUMBER
59575003
SHEET NUMBER
8 OF 9

DETAILS FROM SHEET 2



1" = 30'
GRAPHIC SCALE
0 15' 30' 60'

SHEET NUMBER 9 OF 9
NOT VALID WITHOUT SHEETS 1 THROUGH 9

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SSMC SUE • SURVEY • GIS

BY	REVISION	REVISION DATE

BOUNDARY SURVEY

Project:
S. AMELIA AVENUE
DELAND, FLORIDA - 32724

Field Date: FEBRUARY 27, 2025 | Drawn By: JO | Scale: 1" = 30'

SEE SHEET 1 FOR NOTES, LEGEND AND DESCRIPTION.

DRAWING NUMBER
59575003
SHEET NUMBER
9 OF 9

PLANNING DEPARTMENT STAFF REPORT
TO
THE CITY OF DELAND PLANNING BOARD

May 14, 2025

A. APPLICATION NO.: SMLU24-215

APPLICANT: City of DeLand

STAFF PLANNER: Kendall Story

REQUEST: To amend the land use designation from Volusia County Urban Medium-Intensity (UMI) to City of DeLand Low-Density Residential (LDR)

B. SITE FACTORS:

Location: 1100 S. Garfield Ave.
Property Size: ± 6.36 acres
Land Use: Volusia County Urban Medium-Intensity
Existing Use: Vacant, undeveloped

	SURROUNDING USE:
North:	Low Density Residential
South:	Low Density Residential
East:	Low Density Residential; Medium Density Residential
West:	High Density Residential; Redevelopment

C. <u>REQUESTED ACTION & HISTORY</u>:

The City of DeLand's Public Services Campus is located between S. Garfield Ave. and S. Amelia Ave. Over the years, the city has acquired property and integrated it into the campus, expanding the overall site. The most recent additions include an annexation of ±1.14 acres of property (Lots 21-26 along with the adjacent Mansfield Ave. right-of-way), located on the south side of the Public Works Campus, approved on May 1, 2023, and ±2.28 acres of property located on Haven Rd., on the north side of the Public Works Campus, approved by the City Commission on August 23, 2023. At the time of annexation, the properties maintained their county land use and zoning. The city's goal is to combine all of the acquired parcels into one large parcel, with a uniform land use, overlay and zoning district. Amending the future land use designation to Low Density Residential for the outlying properties is the first step.

On August 18, 2022, the Technical Review Committee (TRC) reviewed and conditionally approved a Class II site plan (SP22-165) to construct a ± 24,241 sq. ft. building to be used as the new Utility Administration Building and accompanying parking lot. Following said approval, on August 17, 2023, the TRC reviewed and conditionally approved a site plan (SP23-146) for additional facility upgrades to the site which included a new master pump station and other technical items. Per the review, it was a requirement to combine the various parcels to bring everything into conformity. Currently, there are buildings that cross property lines and existing structures that do not meet the setbacks on individual lots.

However, when all properties are viewed as a whole, contiguous lot, then the buildings would meet the required setbacks. In order to combine the individual lots, each of the lots would need to have the same land use and zoning designations. Therefore, the City has applied for a future land use designation and, under a separate applications, rezoning application and the addition of the Institutional Overlay in order to facilitate a future lot combination.

The City of DeLand Public Services Department (PSD) is proposing a future land use amendment for ± 6.36 acres of the campus, located at 1101 S. Garfield Ave., from Volusia County's Urban Medium-Intensity (VC: UMI) land use designation, to the City of DeLand's Low-Density Residential (LDR) land use designation. *The city has also petitioned for an Institutional Overlay (#SMLU24-216) and a rezone (Z24-211).*

D. ANALYSIS:

The purpose of this section is to analyze the reasonableness of the applicant's request for an amendment of the land use designation for the subject property. This analysis will include a description of the current and future land uses of the site and the surrounding area, Florida Statute 163.3187 allows for a Future Land Use Map amendment for if the area is under 50 acres, and is not an area of critical state concern. The proposed application is for a land use change for approximately 6.36 acres of property. In total, the overall campus is 49.37 acres.

1. **Compatibility with Land Use and Other Elements:** The Future Land Use element requires that the subject property be consistent with surrounding development. The surrounding development is a mixture of residential land uses, with the Applewood Apartments to the west and the Hawthorne Hills mobile home development to the east. To the north of the subject property, it directly abuts the Central Florida Recycling Center and to the south is the DeLand Middle School.

2. **Future Land Use Map:** The proposed change in the land use designation to Low-Density Residential (LDR) will be shown on the revised Future Land Use Map.

3. **Location of Lakes, Floodplains, and Wetlands:** The property contains a body of water that acts as a stormwater retention pond for the site, but is not located within a floodplain or wetland area.

4. **Analysis of Natural Resources:**
   - ***a.*** *Soil types:*
     Astatula Fine Sand, 0-8% slope
   - ***b.*** *Presence of Endangered Species*: None; this is a developed site.

5. **Existing and Future Impact upon Infrastructure Capacity:**

   - ***a.*** *Water* – The City's Utility Department indicates sufficient water supply is available for the proposed land use designation, as this is an existing, developed site.

   - ***b.*** *Sewer* – The City's Utility Department has indicated sufficient existing capacity, as this is an existing, developed site.

c. *Drainage* – The City adheres to the County's 100-year frequency, 24-hour storm event standard for landlocked basins. Stormwater capture for future development will be addressed on-site and will be further evaluated at the time of site plan or preliminary plat.

d. *Solid Waste* – Solid waste services are available for the property, as this is an existing, developed site.

6. Compatibility with Existing Zoning Classification: The existing zoning classification will be amended upon approval of the land use amendment to a classification permitted in the LDR land use designation. As mentioned above, concurrent applications for a rezone to R-1B and an Institutional Overlay both accompany this application.

E. CONCLUSION: The facility analysis presented in the above sections suggests the proposed land use will not cause any of the City's facilities to degrade below the adopted or current operational level of service (LOS). The proposed land use designation, Low-Density Residential, is consistent with the surrounding area, and will not create any land use incompatibilities.

F. STAFF RECOMMENDATION: Staff recommends that the Planning Board forward the request to City Commission with a recommendation of approval of the proposed amendment from Volusia County's UMI to the City of DeLand's LDR designation.

G. VGMC INFRASTRUCTURE IMPACT ASSESSMENT:

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

The following seven public facilities and services were examined: (Table 4)

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

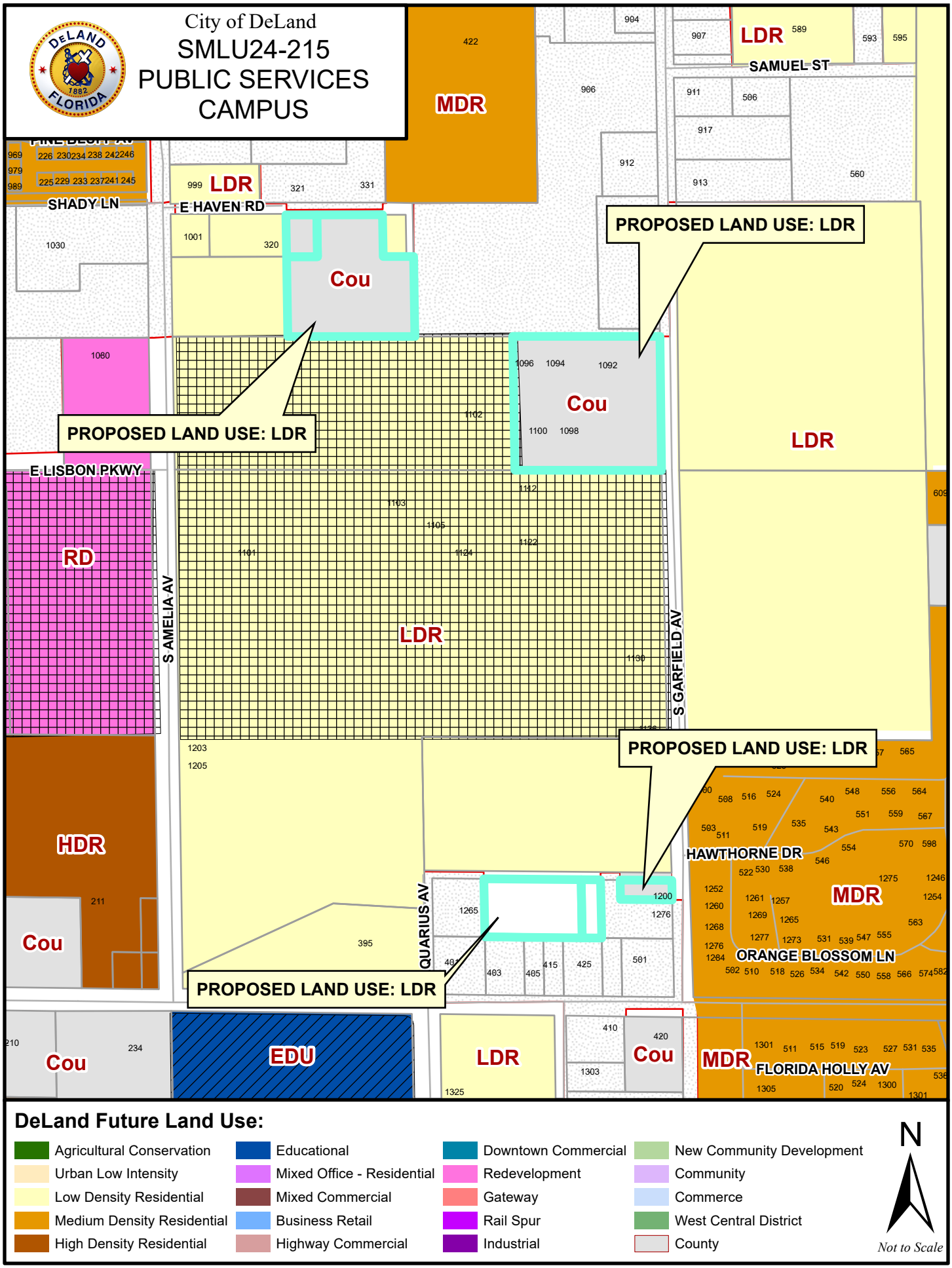
Table 4. Impact Analysis (Theoretical Max.)

Development Variable	**EXISTING** Future Land Use	**PROPOSED** Future Land Use	Net Change
	VC: UMI	**CITY LDR**	
Permitted Density/Intensity	8 du/acres; 0.5 FAR	5.8 du/acre	-2.2 du/acre
Dwelling Units	50	36	-14
Non-residential Sq. Ft.	138,085 SF	N/A	-138,085 SF
1. Population	122	88	-34
2. PM Peak Hr. Trips/Daily Trips (Residential) PM Peak Hr. Trips/Daily Trips (Commercial)	47 peak/472 ADT (res.) 199 peak/1,496 ADT (com.)	34 peak/339 ADT (res.) N/A (com.)	-13/-133 (res.) -199/-1,496 (com.)
3. Sanitary Sewer (gallons/day)	10,000 (res.) 13,000 (com.)	7,200 (res.) N/A (com.)	-2,800 (res.) -13,000 (com.)
4. Potable Water (gallons/day)	15,000 (res.) 13,000 (com.)	7,200 (res.) N/A (com.)	-7,800 (res.) -13,000 (com.)
5. Solid Waste (pounds/day)	391 (res.) 13,800 (com.)	282 (res.) N/A (com.)	-109 (res.) -13,800 (com.)
6. Stormwater Drainage	N/A	N/A	N/A
7. Recreation/Open Space	0.85	0.62	-0.23

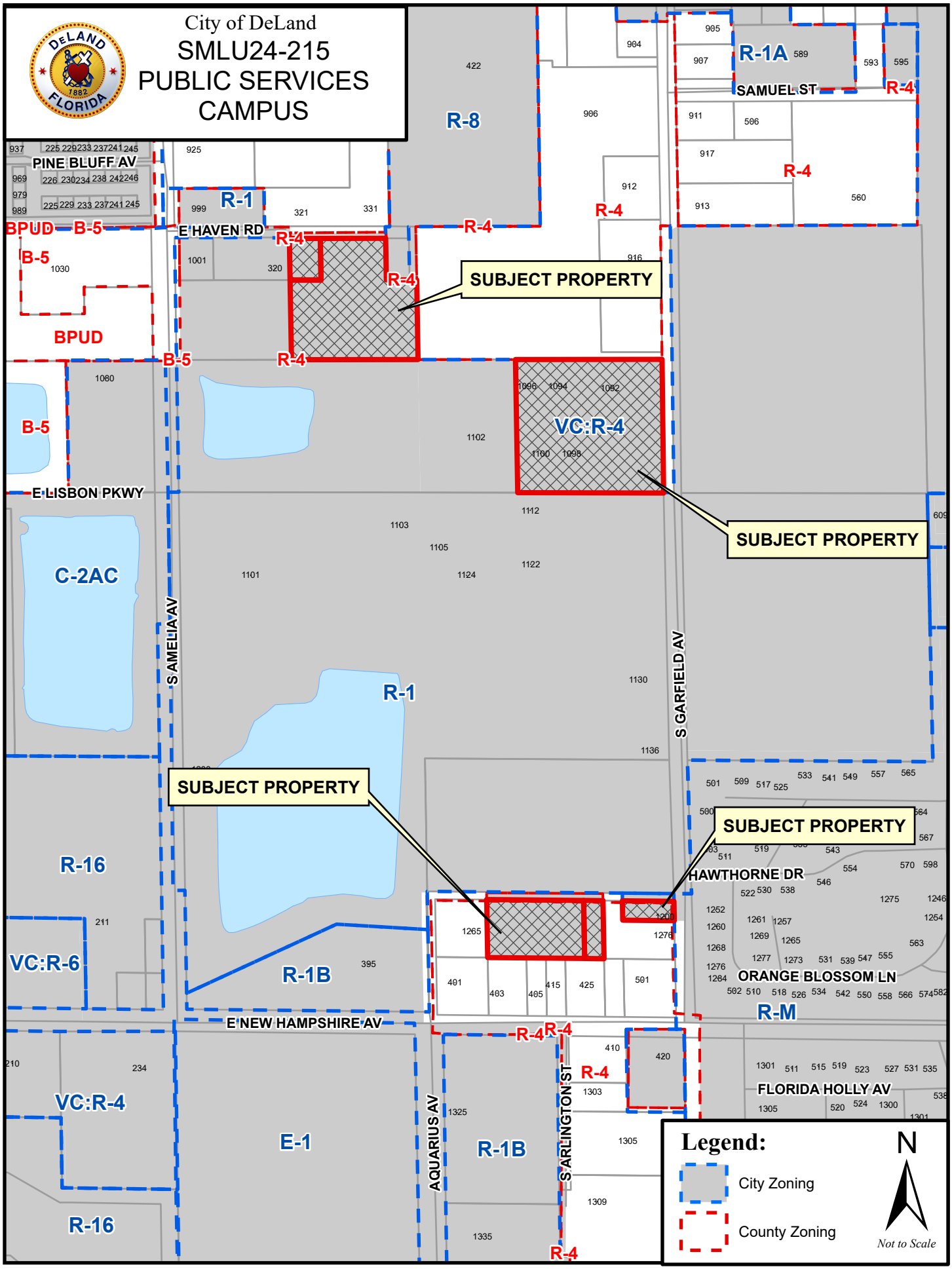
Notes:

1. Population:	*2.44 persons per household (per 2020 Census)*
2. Transportation:	*ITE Trip Generation Manual, 11th Edition: PM PEAK HR rate SFR (210): 0.94 trips/unit; ADT rate SFR (210): 9.43 trips/unit*
	ITE Trip Generation Manual, 11th Edition: PM PEAK HR rate OFF (710): 1.44 trips/1,000 sf; ADT rate OFF (710): 10.84 trips/1,000 sf
3. Sanitary Sewer:	*200 GPD per Equivalent Residential Unit; 0.10 GPD per sq. ft. commercial use*
4. Potable Water:	*300 GPD per Equivalent Residential Unit; 0.10 GPD per sq. ft. commercial use*
5. Solid Waste	*3.21 pounds per person per day; 10 lbs. per 1,000 sq. ft. non-residential development per day*
6. Stormwater Drainage:	*LOS Standard 25-yr, 24-hr event. Drainage system to be designed to meet the req. of the LDC during subdivision or site plan review.*
7. Rec. & Open Space:	*7 acres/1,000 persons (0.007 acres/person)*

The proposed amendment results in decreased impacts to all public infrastructure and services based on the theoretical maximum impact analysis.


City of DeLand
SMLU24-215
PUBLIC SERVICES CAMPUS
PROPOSED LAND USE: LDR
PROPOSED LAND USE: LDR
PROPOSED LAND USE: LDR
PROPOSED LAND USE: LDR
MDR
LDR
SAMUEL ST
SHADY LN
E HAVEN RD
Cou
Cou
LDR
E LISBON PKWY
RD
S AMELIA AV
LDR
S GARFIELD AV
HDR
Cou
QUARIUS AV
HAWTHORNE DR
MDR
ORANGE BLOSSOM LN
Cou
EDU
LDR
Cou
MDR
FLORIDA HOLLY AV
DeLand Future Land Use:
Agricultural Conservation
Urban Low Intensity
Low Density Residential
Medium Density Residential
High Density Residential
Educational
Mixed Office - Residential
Mixed Commercial
Business Retail
Highway Commercial
Downtown Commercial
Redevelopment
Gateway
Rail Spur
Industrial
New Community Development
Community
Commerce
West Central District
County
N
Not to Scale

City of DeLand
SMLU24-215
PUBLIC SERVICES CAMPUS
S ALABAMA
E BERESFORD AV
OAKLEIGH DR
ELMWOOD AV
PINE BLUFF AV
SHADY LN
E HAVEN RD
SUBJECT PROPERTY
SUBJECT PROPERTY
SUBJECT PROPERTY
SUBJECT PROPERTY
PERSEA CT
SAMUEL ST
E LISBON PKWY
S AMELIA AV
S GARFIELD AV
SPRING CIR
HAWTHORNE DR
HICKORY LN
LINDEN CIR
E NEW HAMPSHIRE AV
AQUARIUS AV
S ARLINGTON ST
FLORIDA HOLLY AV
BLVD
E VILLA CAPRI CIR
B-5
BPUD
BPUDC
R-12
R-8
R-4
R-1A
PD
VC:R-4
C-2AC
R-1
R-16
VC:R-6
R-M
E-1
R-1B
Legend:
City Zoning
County Zoning
N
Not to Scale


City of DeLand
SMLU24-215
PUBLIC SERVICES CAMPUS
SUBJECT PROPERTY
SUBJECT PROPERTY
SUBJECT PROPERTY
SUBJECT PROPERTY
R-8
R-1A
R-4
R-1
B-5
BPUD
VC:R-4
C-2AC
R-16
VC:R-6
R-1B
E-1
R-M
PINE BLUFF AV
E HAVEN RD
E LISBON PKWY
S AMELIA AV
S GARFIELD AV
SAMUEL ST
HAWTHORNE DR
ORANGE BLOSSOM LN
FLORIDA HOLLY AV
E NEW HAMPSHIRE AV
AQUARIUS AV
S ARLINGTON ST
Legend:
City Zoning
County Zoning
N
Not to Scale

CITY OF DELAND
Request for Commission Action
June 16, 2025

SUBJECT: First Reading of Ordinance to Add the Institutional Overlay to ±49.37 Acres of Property, Located at 1200 South Garfield Avenue.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Ordinance, Exhibit A-Legal Description, SMLU24-216 Survey, SMLU24-216 Staff Report, SMLU24-216 Proposed Overlay

APPROVED BY: Michael Grebosz, Asst. City Manager, June 11, 2025

SUMMARY/HIGHLIGHT:

The City of DeLand Public Services Department (PSD) is proposing a future land use overlay be added to approximately ± 49.37 acres, covering the entire Public Services Campus, located at 1100 S. Garfield Ave. The city's ultimate goal is to combine all the acquired parcels into one large parcel, with a uniform land use, overlay, and zoning district to make the site compatible with the underlying land use and zoning district. Adding the Institutional Overlay is the second step.

According to the Comprehensive Plan, the Institutional Overlay may be applied to property without the requirement for a distinct land use designation. It was designed to be compatible with all other land use categories and may be applied as needed for publicly owned lands for things such as public utilities, public safety, health, and other public uses.

On May 14, 2025, the Planning Board voted unanimously to recommend approval of the request for the Institutional Overlay.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Institute Smart Growth Principles.

SUSTAINABILITY:

Adding the Institutional Overlay to the subject property is the second step in combining the parcels to create one unified Public Services Campus.

FISCAL IMPACT:

There are not any fiscal impacts anticipated.

RECOMMENDATION:

It is recommended that the City Commission approve the request to apply the Institutional Overlay, on first reading.

BACKGROUND/DISCUSSION:

Over the years, the city has acquired property and integrated it into the Public Services Campus, expanding the

overall site. The most recent additions include an annexation of ±1.14 acres of property (Lots 21-26 along with the adjacent Mansfield Ave. right-of-way), located on the south side of the Public Works Campus, approved on May 1, 2023, and ±2.28 acres of property located on Haven Rd., on the north side of the Public Works Campus, approved by the City Commission on August 23, 2023. At the time of annexation, the properties maintained their county land use and zoning.

ORDINANCE NO. 2025 -

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF DELAND, BY ADDING THE INSTITUTIONAL OVERLAY FUTURE LAND USE DESIGNATION TO PROPERTY LOCATED AT 1200 SOUTH GARFIELD AVENUE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, F.S. §163.3161, et seq., creates the Community Planning Act (hereinafter the "Act"); and

WHEREAS, the Act allows each local government to approve comprehensive plan amendments related to small scale development activities at any time during the year under certain conditions; and

WHEREAS, the Act permits small area amendments to be approved without regard to statutory limits on the frequency of comprehensive plan amendments as long as:

1. The proposed amendment involves the change to the land use designation of a parcel of property that is 50 acres or less; and

2. The cumulative effect of the above amendment does not exceed 120 acres annually; and

WHEREAS, the City Commission adopted a comprehensive plan for the future growth and development of the City pursuant to Ordinance No. 90-4, as amended, (hereinafter the "Comprehensive Plan"); and

WHEREAS, the City Commission has received a request to amend the Comprehensive Plan by adding the Institutional Overlay future land use designation of approximately +/- 49.37 acres of land located at 1200 South Garfield Avenue; and

WHEREAS, the Planning Board held a public hearing, after due public notice, for the purpose of recommending the adoption of the proposed Comprehensive Plan amendment; and

WHEREAS, the City Commission held a public hearing after due public notice, in accordance with F.S. §163.3184(11); and

WHEREAS, this land use amendment has been transmitted to and reviewed by the Volusia Growth Management Commission.

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

Section 1. The City Commission hereby amends the Future Land Use Map for the incorporated area by adding the Institutional Overlay future land use designation of that certain parcel of land located at 1200 S. Garfield Avenue, consisting of approximately +/- 49.37 acres of land, as more particularly described in the Exhibit “A” attached hereto and by this reference made a part hereof.

Section 2. 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 3. The effective date of this Ordinance shall be the later date of the following events: (1) the date of issuance of a certificate of consistency or conditional certificate of consistency with regard to the land use designation of the subject property by the Volusia Growth Management Commission; (2) thirty-one (31) days after its adoption by the City Commission; or (3) if properly challenged by an affected person, after the state land planning agency or the Administration Commission, respectively, issues a final order determining this adopted small scale development amendment to be in compliance. No development orders, development permits or land uses dependent on this Ordinance may be issued or commence before it has become effective.

PASSED AND DULY ADOPTED this ___ day of _____, 2025.

_____
Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

_____
Julie Hennessy
Interim City Clerk - Auditor

Passed on first reading:
Adopted on second reading:

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

“EXHIBIT A”

DESCRIPTION

VOLUSIA COUNTY PARCEL ID 702100000180 (PER VOLUSIA COUNTY OFFICIAL RECORDS BOOK 1787, PAGE 798):

THE NORTH HALF (N 1/2) OF THE SE 1/4 OF THE SW 1/4 OF THE NE 1/4, SECTION 21 TOWNSHIP 17 SOUTH, RANGE 30 EAST, CONTAINING FIVE ACRES MORE OF LESS.

AND

VOLUSIA COUNTY PARCEL ID 702102000090 (PER VOLUSIA COUNTY OFFICIAL RECORDS BOOK 6466, PAGE 4530):

LOT 9, EXCEPT THE WEST 252.75 FEET THEREOF, PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 3, PAGE 25, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. LESS RIGHT-OF-WAY ON EAST.

AND

VOLUSIA COUNTY PARCEL ID 702100000171 & A PORTION OF VOLUSIA COUNTY PARCEL ID 702100000170 (PER VOLUSIA COUNTY OFFICIAL RECORDS BOOK 7578, PAGE 4747):

THE SOUTH ONE HALF (S 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4), SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

VOLUSIA COUNTY PARCEL IDS 702102000061, 702102000060, 702102000052 & 702102000050 (PER VOLUSIA COUNTY OFFICIAL RECORDS BOOK 8373, PAGE 552)

PARCEL 1:

THE WEST 1/2 OF LOT 6, LESS AND EXCEPT THE WESTERLY PORTION THEREOF OCCUPIED BY SOUTH AMELIA AVENUE, ACCORDING TO THE PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE, LOCATED IN THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, RECORDED IN MAP BOOK 3, PAGE 25, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THIS DESCRIPTION DESCRIBES THE LANDS IDENTIFIED IN OFFICIAL RECORDS BOOK 3766 PAGE 2062.

DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, BEGIN AT THE NORTH 1/4 CORNER OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, OCCUPIED BY A 2 INCH IRON PIPE WITH NO IDENTIFICATION, IN THE ASPHALT ROAD; THENCE S01°03'28"E, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21 AND THE WEST LINE HIRAM WATERS, MAP BOOK 3, PAGE 25, A DISTANCE OF 848.72 FEET TO THE NORTHWEST CORNER OF LOT 6, SAID HIRAM WATERS GROVE; THENCE DEPARTING SAID WEST LINE N89°51'00"E, ALONG THE SOUTHERLY LINE OF LOT 5, SAID HIRAM WATERS GROVE AND THE WESTERLY PROJECTION OF THE SOUTH LINE OF THE LANDS DESCRIBED IN THE FOLLOWING OFFICIAL RECORDS BOOKS AND PAGES: 4262/2015, 1893/0720, 5694/2672, AND 3987/0178, A DISTANCE OF 31.09 FEET TO THE EASTERLY RIGHT OF WAY OF SOUTH AMELIA AVENUE AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE OF LOT 5, N89°51'00"E, A DISTANCE OF 300.65 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/2 OF SAID LOT 5; THENCE S00°55'48"E, ALONG THE WEST LINE OF THE EAST 1/2 OF SAID LOT 6, A DISTANCE OF 205.75 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/2 OF SAID LOT 6; THENCE S89°56'35"W, ALONG THE NORTH LINE OF LOT 7, OF SAID HIRAM WATERS GROVE A DISTANCE OF 303.93 FEET TO THE EASTERLY LINE OF THE RIGHT OF WAY OF SOUTH AMELIA AVENUE AS NOW OCCUPIED; THENCE N00°00'58"W, ALONG SAID RIGHT OF WAY A DISTANCE OF 205.24 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 1.426 ACRES, MORE OR LESS.

PARCEL 2:

THE EAST 1/2 OF LOT 6, AND THE EAST 1/2 OF THE SOUTH 108.00 FEET OF LOT 5, LESS AND EXCEPT THE WEST 80.00 FEET AND THE EASE 80.00 FEET OF SAID LOT 5, ACCORDING TO THE PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE, LOCATED IN THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, RECORDED IN MAP BOOK 3, PAGE 25, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THIS DESCRIPTION DESCRIBES THE LANDS IDENTIFIED IN OFFICIAL RECORDS BOOK 1893 PAGE 0720.

DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, BEGIN AT THE NORTH 1/4 CORNER OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, OCCUPIED BY A 2 INCH IRON PIPE IN THE ASPHALT ROAD; THENCE SO1°03'28"E, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21 AND THE WEST LINE HIRAM WATERS, MAP BOOK 3, PAGE 25 A DISTANCE OF 848.72 FEET TO THE NORTHWEST CORNER OF LOT 6, SAID HIRAM WATERS

GROVE; THENCE DEPARTING SAID WEST LINE N89°51'00"E ALONG THE SOUTHERLY LINE OF LOT 5, SAID HIRAM WATERS GROVE AND THE WESTERLY PROJECTION OF THE SOUTH LINE OF THE LANDS DESCRIBED IN THE FOLLOWING OFFICIAL RECORDS BOOKS AND PAGES: 4262/2015, 1893/0720, 5694/2672, AND 3987/0178, A DISTANCE OF 331.74 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 5, AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE OF LOT 5, N89°51'00"E, A DISTANCE OF 80.01 FEET TO THE SOUTHEAST CORNER OF THE WEST 80.00 FEET OF THE EAST 1/2 OF SAID LOT 5; THENCE N00°55'48"W, ALONG THE EAST LINE OF THE WEST 80.00 FEET OF THE EAST 1/2 OF SAID LOT 5, A DISTANCE OF 108.01 FEET TO THE NORTHEAST CORNER OF THE EAST LINE OF THE WEST 80.00 FEET OF THE SOUTH 108.00 FEET OF SAID LOT 5; THENCE N89°51'00"E, ALONG THE NORTH LINE OF THE SOUTH 108.00 FEET OF SAID LOT 5, A DISTANCE OF 171.97 FEET TO THE NORTHWEST CORNER OF THE EAST 80 FEET OF THE SOUTH 108.00 FEET OF SAID LOT 5; THENCE S00°48'10"E, ALONG THE WEST LINE OF THE EAST 80.00 FEET OF SAID LOT 5, A DISTANCE OF 108.01 FEET TO THE SOUTHWEST CORNER OF THE EAST 80.00 FEET OF SAID LOT 5; THENCE N89°51'00"E, ALONG THE AFORESAID SOUTH LINE OF LOT 5, A DISTANCE OF 80.01 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5, AND THE WESTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5166 PAGE 3678; THENCE S00°48'10"E, ALONG THE EASTERLY LINE OF SAID LOT 6, AND SAID WEST LINE RECORDED IN OFFICIAL RECORDS BOOK 5166 PAGE 3678 DISTANCE OF 206.28 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE S89°56'35"W, ALONG THE NORTH LINE OF LOT 7, OF SAID HIRAM WATERS GROVE A DISTANCE OF 331.29 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 6; THENCE N00°55'48"W, ALONG THE EAST LINE OF THE WEST 1/2 OF SAID LOT 6, A DISTANCE OF 205.75 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 1.994 ACRES, MORE OR LESS.

PARCEL 4:

THE WEST 80.00 FEET OF THE EAST 1/2 OF LOT 5, ACCORDING TO THE PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE, LOCATED IN THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, RECORDED IN MAP BOOK 3, PAGE 25, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THIS DESCRIPTION DESCRIBES THE LANDS IDENTIFIED IN OFFICIAL RECORDS BOOK 5694 PAGE 2672.

DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, BEGIN AT THE NORTH 1/4 CORNER OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, OCCUPIED BY A 2 INCH IRON PIPE WITH NO IDENTIFICATION, IN THE ASPHALT ROAD; THENCE S01°03'28"E, ALONG THE WEST LINE

OF THE NORTHEAST 1/4 OF SAID SECTION 21 AND THE WEST LINE HIRAM WATERS, MAP BOOK 3, PAGE 25 A DISTANCE OF 848.72 FEET TO THE NORTHWEST CORNER OF LOT 6, SAID HIRAM WATERS GROVE; THENCE DEPARTING SAID WEST LINE N89°51'00"E ALONG THE SOUTHERLY LINE OF LOT 5, SAID HIRAM WATERS GROVE AND THE WESTERLY PROJECTION OF THE SOUTH LINE OF THE LANDS DESCRIBED IN THE FOLLOWING OFFICIAL RECORDS BOOKS AND PAGES: 4262/2015, 1893/0720, 5694/2672, AND 3987/0178, A DISTANCE OF 331.74 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/2 SAID LOT 5, AND THE POINT OF BEGINNING; THENCE N00°55'48"W, ALONG EAST LINE OF THE WEST 1/2 OF SAID LOT 5, A DISTANCE OF 108.01 FEET TO THE NORTHWEST CORNER OF THE SOUTH 108.00 FEET OF THE EAST 1/2 OF SAID LOT 5; THENCE N89°51'00"E, ALONG THE NORTH LINE OF THE SOUTH 108.00 FEET OF SAID LOT 5, A DISTANCE OF 80.01 FEET TO THE NORTHEAST CORNER OF THE WEST 80.00 FEET OF THE SOUTH 108.00 FEET OF THE EAST 1/2 OF LOT 5; THENCE S00°55'48"E, ALONG THE EAST LINE OF THE WEST 80.00 FEET OF THE EAST 1/2 OF SAID LOT 5, A DISTANCE OF 108.01 TO SOUTHEAST CORNER OF THE WEST 80 FEET OF THE EAST 1/2 OF SAID LOT 5; THENCE S89°51'00"W, ALONG THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 80.01 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 0.198 ACRES, MORE OR LESS.

PARCEL 5:

THE EAST 80.00 FEET LESS THE EAST 20.00 FEET OF LOT 5, ACCORDING TO THE PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE, LOCATED IN THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, RECORDED IN MAP BOOK 3, PAGE 25, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THIS DESCRIPTION DESCRIBES THE LANDS IDENTIFIED IN OFFICIAL RECORDS BOOK 398 PAGE 0178.

DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, BEGIN AT THE NORTH 1/4 CORNER OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, OCCUPIED BY A 2 INCH IRON PIPE WITH NO IDENTIFICATION, IN THE ASPHALT ROAD; THENCE S01°03'28"E, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21 AND THE WEST LINE HIRAM WATERS, MAP BOOK 3, PAGE 25 A DISTANCE OF 848.72 FEET TO THE NORTHWEST CORNER OF LOT 6, SAID HIRAM WATERS GROVE; THENCE DEPARTING SAID WEST LINE N89°51'00"E ALONG THE SOUTHERLY LINE OF LOT 5, SAID HIRAM WATERS GROVE AND THE WESTERLY PROJECTION OF THE SOUTH LINE OF THE LANDS DESCRIBED IN THE FOLLOWING OFFICIAL RECORDS BOOKS AND PAGES: 4262/2015, 1893/0720, 5694/2672, AND 3987/0178, A DISTANCE OF 583.47 FEET TO THE SOUTHWEST CORNER OF THE EAST

80.00 FEET SAID LOT 5, AND THE POINT OF BEGINNING; THENCE N00°48'10"W, ALONG THE WEST LINE OF THE EAST 80.00 FEET OF SAID LOT 5, A DISTANCE OF 108.01 FEET TO THE NORTHWEST CORNER OF THE EAST 80.00 FEET OF THE SOUTH 108.00 FEET OF SAID LOT 5; THENCE N89°51'00"E, ALONG THE NORTH LINE OF THE SOUTH 108.00 FEET OF SAID LOT 5, A DISTANCE OF 60.00 FEET TO THE NORTHWEST CORNER OF THE EAST 20.00 FEET OF THE SOUTH 108.00 FEET OF SAID LOT 5; THENCE S00°48'10"E, ALONG THE WEST LINE OF THE EAST 20.00 FEET OF SAID LOT 5, A DISTANCE OF 108.01 FEET TO THE SOUTHWEST CORNER OF THE EAST 20.00 FEET OF SAID LOT 5; THENCE S89°51'00"W, ALONG THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 0.149 ACRES, MORE OR LESS

AND

VOLUSIA COUNTY PARCEL ID 702100000170 (PER VOLUSIA COUNTY PROPERTY APPRAISER - NO OTHER LEGAL DESCRIPTION FOUND OR PROVIDED):

21 17 30 NE 1/4 OF SW 1/4 OF NE 1/4 & W 1/2 OF SW 1/4 OF NE 1/4 EXC S 214.17 FT MEAS ON E/L & S 41.48 FT MEAS ON W/L

AND

VOLUSIA COUNTY PARCEL IDS 702101000210 & 702101000220 (PER VOLUSIA COUNTY OFFICIAL RECORDS BOOK 8267, PAGE 237):

PARCEL 1:

LOT 21, CLARK HARPER'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, SECTION 21 TOWNSHIP 17 SOUTH, RANGE 30 EAST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 9, PAGE 15 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

PARCEL 2:

LOTS 22 THROUGH 26, CLARK HARPER'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 9, PAGE 15, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

VOLUSIA COUNTY PARCEL ID 702101000190 (PER VOLUSIA COUNTY OFFICIAL RECORDS BOOK 6748, PAGE 2719):

LOT 19, CLARK HARPER'S SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 9, PAGE 15, OF THE CURRENT PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

ALL BEING MORE PARTICULARLY DESCRIBED AS:

DESCRIPTION (BY THIS SURVEYOR):

PARCEL 1

A PORTION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, LYING IN VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF BERESFORD AVENUE AND THE CENTERLINE OF AMELIA AVENUE AS SHOWN ON THE PLAT OF GOLF VIEW HEIGHTS AS RECORDED IN MAP BOOK 23, PAGE 175 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT BEING THE NORTHWEST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST; THENCE ALONG THE NORTH LINE OF SAID SECTION 21, N89°30'53"E, A DISTANCE OF 1,310.49 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE S01°00'41"E ALONG THE EAST LINE OF SAID WEST 1/2, A DISTANCE OF 1,038.57 TO THE NORTHEAST CORNER OF LOT 9 AS SHOWN ON THE PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE AS RECORDED IN MAP BOOK 3, PAGE 25 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S89°56'03"W ALONG THE NORTH LINE OF SAID LOT 9, A DISTANCE OF 25.00 FEET TO THE WEST RIGHT OF WAY LINE OF SOUTH GARFIELD AVENUE (AN APPARENT 50.00 FOOT RIGHT OF WAY) AND THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY LINE, S01°00'41"E, A DISTANCE OF 1,384.52 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE N89°30'37"W ALONG SAID NORTH LINE, A DISTANCE OF 634.69 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE S00°54'37"E ALONG THE WEST LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE

SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 314.57 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF EAST NEW HAMPSHIRE AVENUE; THENCE N89°22'19"W ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 630.29 FEET TO THE EAST RIGHT OF WAY LINE OF SOUTH AMELIA AVENUE; THENCE N00°48'29"W ALONG THE EAST RIGHT OF WAY OF AMELIA AVENUE (AN APPARENT 60.00 FOOT RIGHT OF WAY), A DISTANCE OF 1,890.21 FEET TO A POINT ON THE SOUTH LINE OF LOT 5 AS SHOWN ON THE PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE AS RECORDED IN MAP BOOK 3, PAGE 25 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N89°56'05"E ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 298.38 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/2 OF SAID LOT 5; THENCE N00°51'33"W ALONG THE EAST LINE OF THE WEST HALF OF SAID LOT 5, A DISTANCE OF 108.01 FEET TO THE NORTH LINE OF THE SOUTH 108.00 FEET OF SAID LOT 5; THENCE N89°56'05"E ALONG THE NORTH LINE OF THE SOUTH 108.00 FEET OF SAID LOT 5, A DISTANCE OF 308.29 FEET TO THE NORTHEAST CORNER OF THE WEST 60.00 FEET OF THE EAST 80.00 FEET OF THE SOUTH 108.00 FEET OF SAID LOT 5; THENCE S00°54'37"E ALONG THE EAST LINE OF THE WEST 60.00 FEET OF THE EAST 80.00 FEET OF SAID LOT 5, A DISTANCE OF 108.01 FEET TO THE SOUTH LINE OF SAID LOT 5; THENCE N89°56'05"E ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 20.00 FEET TO THE NORTHEAST CORNER OF LOT 6 AS SHOWN ON SAID PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE; THENCE S00°54'37"E ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 204.99 FEET TO THE NORTHWEST CORNER OF LOT 9 AS SHOWN ON SAID PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE; THENCE N89°56'03"E ALONG THE NORTH LINE OF SAID LOT 9, A DISTANCE OF 632.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 48.171 ACRES, MORE OR LESS.

PARCEL 2

LOTS 21 THROUGH 26, CLARK HARPER'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 9, PAGE 15, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST; THENCE N89°22'19"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 1,320.71 FEET TO THE

SOUTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF CLARK HARPER'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 9, PAGE 15, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N01°00'41"W ALONG THE EAST LINE OF CO SAID CLARK HARPER'S SUBDIVISION AND THE EAST LINE OF THE SOUTH HALF OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 326.18 FEET TO THE INTERSECTION OF THE EAST LINE OF THE SOUTH HALF OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21 AND THE EASTERLY EXTENSION OF THE SOUTH RIGHT OF WAY LINE OF MANSFIELD AVENUE AS SHOWN ON SAID CLARK HARPER'S SUBDIVISION; THENCE N89°30'37"W ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 20.01 FEET TO THE NORTHEAST CORNER OF LOT 19 OF SAID CLARK HARPER'S SUBDIVISION; THENCE CONTINUE N89°30'37"W ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 184.11 FEET TO THE NORTHEAST CORNER OF LOT 21 OF SAID CLARK HARPER'S SUBDIVISION AND THE POINT OF BEGINNING; THENCE S00°58'53"E ALONG THE EAST LINE OF SAID LOT 21, A DISTANCE OF 150.34 FEET TO THE SOUTHEAST CORNER OF SAID LOT 21; THENCE N89°26'28"W ALONG THE SOUTH LINE OF LOTS 21 THROUGH 26 OF SAID CLARK HARPER'S SUBDIVISION, A DISTANCE OF 301.95 FEET TO THE SOUTHWEST CORNER OF LOT 26; THENCE N00°55'55"W ALONG THE WEST LINE OF SAID LOT 26, A DISTANCE OF 149.97 FEET TO THE NORTHWEST CORNER OF SAID LOT 26, BEING ON THE SOUTH RIGHT OF WAY LINE OF SAID MANSFIELD AVENUE; THENCE S89°30'37"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 301.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.040 ACRES, MORE OR LESS.

PARCEL 3

LOT 19, CLARK HARPER'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 9, PAGE 15, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST; THENCE N89°22'19"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 1,320.71 FEET TO THE

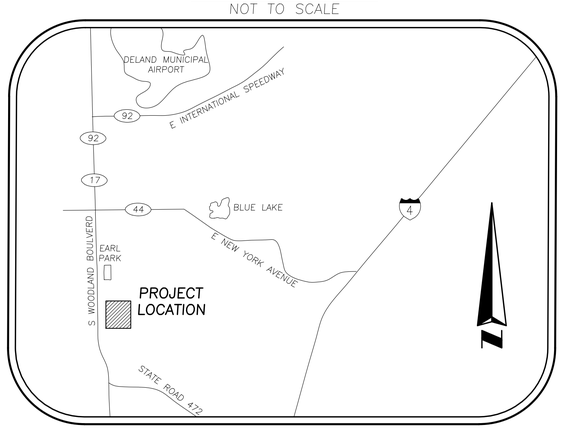
SOUTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF CLARK HARPER'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 9, PAGE 15, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N01°00'41"W ALONG THE EAST LINE OF SAID CLARK HARPER'S SUBDIVISION AND THE EAST LINE OF THE SOUTH HALF OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 326.18 FEET TO THE INTERSECTION OF THE EAST LINE OF THE SOUTH HALF OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21 AND THE EASTERLY EXTENSION OF THE SOUTH RIGHT OF WAY LINE OF MANSFIELD AVENUE AS SHOWN ON SAID CLARK HARPER'S SUBDIVISION; THENCE N89°30'37"W ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 20.01 FEET TO THE NORTHEAST CORNER OF LOT 19 OF SAID CLARK HARPER'S SUBDIVISION AND THE POINT OF BEGINNING; THENCE S01°00'41"E ALONG THE EAST LINE OF SAID LOT 19, A DISTANCE OF 50.19 FEET TO THE SOUTHEAST CORNER OF SAID LOT 19; THENCE N89°29'14”W ALONG THE SOUTH LINE OF SAID LOT 19, A DISTANCE OF 133.82 FEET TO THE SOUTHWEST CORNER OF SAID LOT 19; THENCE N00°59'23”W ALONG THE WEST LINE OF SAID LOT 19, A DISTANCE OF 50.13 FEET TO THE NORTHWEST CORNER OF SAID LOT 19, SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF SAID MANSFIELD AVENUE; THENCE S89°30'37”E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 133.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,710 SQUARE FEET, MORE OR LESS.

CITY OF DELAND PUBLIC WORKS COMPLEX

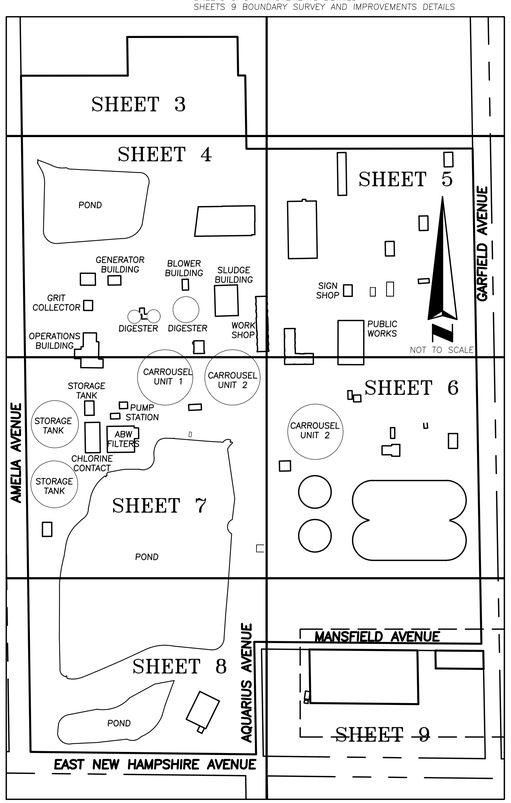
SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST
VOLUSIA COUNTY, DELAND, FLORIDA.

VICINITY MAP
NOT TO SCALE



SHEET LAYOUT

SHEET 1 COVER & KEY MAP
SHEETS 2 BOUNDARY SURVEY OVERALL SITE
SHEETS 3–8 IMPROVEMENTS DETAILS
SHEETS 9 BOUNDARY SURVEY AND IMPROVEMENTS DETAILS



DESCRIPTION

VOLUSIA COUNTY PARCEL ID 702100000180 (PER VOLUSIA COUNTY OFFICIAL RECORDS BOOK 1787, PAGE 798):

THE NORTH HALF (N 1/2) OF THE SE 1/4 OF THE SW 1/4 OF THE NE 1/4, SECTION 21 TOWNSHIP 17 SOUTH, RANGE 30 EAST, CONTAINING FIVE ACRES MORE OF LESS.

AND

VOLUSIA COUNTY PARCEL ID 702102000090 (PER VOLUSIA COUNTY OFFICIAL RECORDS BOOK 6466, PAGE 4530):

LOT 9, EXCEPT THE WEST 252.75 FEET THEREOF, PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 3, PAGE 25, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. LESS RIGHT-OF-WAY ON EAST.

AND

VOLUSIA COUNTY PARCEL ID 702100000171 & A PORTION OF VOLUSIA COUNTY PARCEL ID 702100000170 (PER VOLUSIA COUNTY OFFICIAL RECORDS BOOK 7578, PAGE 4747):

THE SOUTH ONE HALF (S 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4), SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

VOLUSIA COUNTY PARCEL IDS 702102000061, 702102000060, 702102000052 & 702102000050 (PER VOLUSIA COUNTY OFFICIAL RECORDS BOOK 8373, PAGE 552)

PARCEL 1:

THE WEST 1/2 OF LOT 6, LESS AND EXCEPT THE WESTERLY PORTION THEREOF OCCUPIED BY SOUTH AMELIA AVENUE, ACCORDING TO THE PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE, LOCATED IN THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, RECORDED IN MAP BOOK 3, PAGE 25, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THIS DESCRIPTION DESCRIBES THE LANDS IDENTIFIED IN OFFICIAL RECORDS BOOK 3766 PAGE 2062.

DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, BEGIN AT THE NORTH 1/4 CORNER OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, OCCUPIED BY A 2 INCH IRON PIPE WITH NO IDENTIFICATION, IN THE ASPHALT ROAD; THENCE S01°03'28"E, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21 AND THE WEST LINE HIRAM WATERS, MAP BOOK 3, PAGE 25, A DISTANCE OF 848.72 FEET TO THE NORTHWEST CORNER OF LOT 6, SAID HIRAM WATERS GROVE; THENCE DEPARTING SAID WEST LINE N89°51'00"E, ALONG THE SOUTHERLY LINE OF LOT 5, SAID HIRAM WATERS GROVE AND THE WESTERLY PROJECTION OF THE SOUTH LINE OF THE LANDS DESCRIBED IN THE FOLLOWING OFFICIAL RECORDS BOOKS AND PAGES: 4262/2015, 1893/0720, 5694/2672, AND 3987/0178, A DISTANCE OF 31.09 FEET TO THE EASTERLY RIGHT OF WAY OF SOUTH AMELIA AVENUE AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE OF LOT 5, N89°51'00"E, A DISTANCE OF 300.65 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/2 OF SAID LOT 5; THENCE S00°55'48"E, ALONG THE WEST LINE OF THE EAST 1/2 OF SAID LOT 6, A DISTANCE OF 205.75 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/2 OF SAID LOT 6; THENCE S89°56'35"W, ALONG THE NORTH LINE OF LOT 7, OF SAID HIRAM WATERS GROVE A DISTANCE OF 303.93 FEET TO THE EASTERLY LINE OF THE RIGHT OF WAY OF SOUTH AMELIA AVENUE AS NOW OCCUPIED; THENCE N00°00'58"W, ALONG SAID RIGHT OF WAY A DISTANCE OF 205.24 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 1.426 ACRES, MORE OR LESS.

PARCEL 2:

THE EAST 1/2 OF LOT 6, AND THE EAST 1/2 OF THE SOUTH 108.00 FEET OF LOT 5, LESS AND EXCEPT THE WEST 80.00 FEET AND THE EASE 80.00 FEET OF SAID LOT 5, ACCORDING TO THE PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE, LOCATED IN THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, RECORDED IN MAP BOOK 3, PAGE 25, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THIS DESCRIPTION DESCRIBES THE LANDS IDENTIFIED IN OFFICIAL RECORDS BOOK 1893 PAGE 0720.

DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, BEGIN AT THE NORTH 1/4 CORNER OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, OCCUPIED BY A 2 INCH IRON PIPE IN THE ASPHALT ROAD; THENCE S01°03'28"E, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21 AND THE WEST LINE HIRAM WATERS, MAP BOOK 3, PAGE 25 A DISTANCE OF 848.72 FEET TO THE NORTHWEST CORNER OF LOT 6, SAID HIRAM WATERS GROVE; THENCE DEPARTING SAID WEST LINE N89°51'00"E ALONG THE SOUTHERLY LINE OF LOT 5, SAID HIRAM WATERS GROVE AND THE WESTERLY PROJECTION OF THE SOUTH LINE OF THE LANDS DESCRIBED IN THE FOLLOWING OFFICIAL RECORDS BOOKS AND PAGES: 4262/2015, 1893/0720, 5694/2672, AND 3987/0178, A DISTANCE OF 331.74 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 5, AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE OF LOT 5, N89°51'00"E, A DISTANCE OF 80.01 FEET TO THE SOUTHEAST CORNER OF THE WEST 80.00 FEET OF THE EAST 1/2 OF SAID LOT 5; THENCE N00°55'48"W, ALONG THE EAST LINE OF THE WEST 80.00 FEET OF THE EAST 1/2 OF SAID LOT 5, A DISTANCE OF 108.01 FEET TO THE NORTHEAST CORNER OF THE EAST LINE OF THE WEST 80.00 FEET OF THE SOUTH 108.00 FEET OF SAID LOT 5; THENCE N89°51'00"E, ALONG THE NORTH LINE OF THE SOUTH 108.00 FEET OF SAID LOT 5, A DISTANCE OF 171.97 FEET TO THE NORTHWEST CORNER OF THE EAST 80 FEET OF THE SOUTH 108.00 FEET OF SAID LOT 5; THENCE S00°48'10"E, ALONG THE WEST LINE OF THE EAST 80.00 FEET OF SAID LOT 5, A DISTANCE OF 108.01 FEET TO THE SOUTHWEST CORNER OF THE EAST 80.00 FEET OF SAID LOT 5; THENCE N89°51'00"E, ALONG THE AFORESAID SOUTH LINE OF LOT 5, A DISTANCE OF 80.01 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5, AND THE WESTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5166 PAGE 3678; THENCE S00°48'10"E, ALONG THE EASTERLY LINE OF SAID LOT 6, AND SAID WEST LINE RECORDED IN OFFICIAL RECORDS BOOK 5166 PAGE 3678 DISTANCE OF 206.28 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE S89°56'35"W, ALONG THE NORTH LINE OF LOT 7, OF SAID HIRAM WATERS GROVE A DISTANCE OF 331.29 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 6; THENCE N00°55'48"W, ALONG THE EAST LINE OF THE WEST 1/2 OF SAID LOT 6, A DISTANCE OF 205.75 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 1.994 ACRES, MORE OR LESS.

PARCEL 4:

THE WEST 80.00 FEET OF THE EAST 1/2 OF LOT 5, ACCORDING TO THE PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE, LOCATED IN THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, RECORDED IN MAP BOOK 3, PAGE 25, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THIS DESCRIPTION DESCRIBES THE LANDS IDENTIFIED IN OFFICIAL RECORDS BOOK 5694 PAGE 2672.

DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, BEGIN AT THE NORTH 1/4 CORNER OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, OCCUPIED BY A 2 INCH IRON PIPE WITH NO IDENTIFICATION, IN THE ASPHALT ROAD; THENCE S01°03'28"E, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21 AND THE WEST LINE HIRAM WATERS, MAP BOOK 3, PAGE 25 A DISTANCE OF 848.72 FEET TO THE NORTHWEST CORNER OF LOT 6, SAID HIRAM WATERS GROVE; THENCE DEPARTING SAID WEST LINE N89°51'00"E ALONG THE SOUTHERLY LINE OF LOT 5, SAID HIRAM WATERS GROVE AND THE WESTERLY PROJECTION OF THE SOUTH LINE OF THE LANDS DESCRIBED IN THE FOLLOWING OFFICIAL RECORDS BOOKS AND PAGES: 4262/2015, 1893/0720, 5694/2672, AND 3987/0178, A DISTANCE OF 331.74 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 5, AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE OF LOT 5, N89°51'00"E, A DISTANCE OF 80.01 FEET TO THE SOUTHEAST CORNER OF THE WEST 80.00 FEET OF THE EAST 1/2 OF SAID LOT 5; THENCE N00°55'48"W, ALONG THE EAST LINE OF THE WEST 80.00 FEET OF THE SOUTH 108.00 FEET OF SAID LOT 5; THENCE N89°51'00"E, ALONG THE NORTH LINE OF THE SOUTH 108.00 FEET OF SAID LOT 5, A DISTANCE OF 171.97 FEET TO THE NORTHWEST CORNER OF THE EAST 80 FEET OF THE SOUTH 108.00 FEET OF SAID LOT 5; THENCE S00°48'10"E, ALONG THE WEST LINE OF THE EAST 80.00 FEET OF SAID LOT 5, A DISTANCE OF 108.01 FEET TO THE SOUTHWEST CORNER OF THE EAST 80.00 FEET OF SAID LOT 5; THENCE N89°51'00"E, ALONG THE AFORESAID SOUTH LINE OF LOT 5, A DISTANCE OF 80.01 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5, AND THE WESTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5166 PAGE 3678; THENCE S00°48'10"E, ALONG THE EASTERLY LINE OF SAID LOT 6, AND SAID WEST LINE RECORDED IN OFFICIAL RECORDS BOOK 5166 PAGE 3678 DISTANCE OF 206.28 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE S89°56'35"W, ALONG THE NORTH LINE OF LOT 7, OF SAID HIRAM WATERS GROVE A DISTANCE OF 331.29 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 6; THENCE N00°55'48"W, ALONG THE EAST LINE OF THE WEST 1/2 OF SAID LOT 6, A DISTANCE OF 205.75 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 1.994 ACRES, MORE OR LESS.

PARCEL 5:

THE EAST 80.00 FEET LESS THE EAST 20.00 FEET OF LOT 5, ACCORDING TO THE PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE, LOCATED IN THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, RECORDED IN MAP BOOK 3, PAGE 25, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THIS DESCRIPTION DESCRIBES THE LANDS IDENTIFIED IN OFFICIAL RECORDS BOOK 398 PAGE 0178.

DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, BEGIN AT THE NORTH 1/4 CORNER OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, OCCUPIED BY A 2 INCH IRON PIPE WITH NO IDENTIFICATION, IN THE ASPHALT ROAD; THENCE S01°03'28"E, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21 AND THE WEST LINE HIRAM WATERS, MAP BOOK 3, PAGE 25 A DISTANCE OF 848.72 FEET TO THE NORTHWEST CORNER OF LOT 6, SAID HIRAM WATERS GROVE; THENCE DEPARTING SAID WEST LINE N89°51'00"E ALONG THE SOUTHERLY LINE OF LOT 5, SAID HIRAM WATERS GROVE AND THE WESTERLY PROJECTION OF THE SOUTH LINE OF THE LANDS DESCRIBED IN THE FOLLOWING OFFICIAL RECORDS BOOKS AND PAGES: 4262/2015, 1893/0720, 5694/2672, AND 3987/0178, A DISTANCE OF 583.47 FEET TO THE SOUTHWEST CORNER OF THE EAST 80.00 FEET SAID LOT 5, AND THE POINT OF BEGINNING; THENCE N00°48'10"W, ALONG THE WEST LINE OF THE EAST 80.00 FEET OF SAID LOT 5, A DISTANCE OF 108.01 FEET TO THE NORTHWEST CORNER OF THE EAST 80.00 FEET OF THE SOUTH 108.00 FEET OF SAID LOT 5; THENCE N89°51'00"E, ALONG THE NORTH LINE OF THE SOUTH 108.00 FEET OF SAID LOT 5, A DISTANCE OF 60.00 FEET TO THE NORTHWEST CORNER OF THE EAST 20.00 FEET OF THE SOUTH 108.00 FEET OF SAID LOT 5; THENCE S00°48'10"E, ALONG THE WEST LINE OF THE EAST 20.00 FEET OF SAID LOT 5, A DISTANCE OF 108.01 FEET TO THE SOUTHWEST CORNER OF THE EAST 20.00 FEET OF SAID LOT 5; THENCE S89°51'00"W, ALONG THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 0.149 ACRES, MORE OR LESS

AND

VOLUSIA COUNTY PARCEL ID 702100000170 (PER VOLUSIA COUNTY PROPERTY APPRAISER – NO OTHER LEGAL DESCRIPTION FOUND OR PROVIDED):

21 17 30 NE 1/4 OF SW 1/4 OF NE 1/4 & W 1/2 OF SW 1/4 OF NE 1/4 EXC S 214.17 FT MEAS ON E/L & S 41.48 FT MEAS ON W/L

AND

VOLUSIA COUNTY PARCEL IDS 702101000210 & 702101000220 (PER VOLUSIA COUNTY OFFICIAL RECORDS BOOK 8267, PAGE 237):

PARCEL 1:

LOT 21, CLARK HARPER'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, SECTION 21 TOWNSHIP 17 SOUTH, RANGE 30 EAST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 9, PAGE 15 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

PARCEL 2:

LOTS 22 THROUGH 26, CLARK HARPER'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 9, PAGE 15, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

VOLUSIA COUNTY PARCEL ID 702101000190 (PER VOLUSIA COUNTY OFFICIAL RECORDS BOOK 6748, PAGE 2719):

LOT 19, CLARK HARPER'S SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 9, PAGE 15, OF THE CURRENT PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

ALL BEING MORE PARTICULARLY DESCRIBED AS:

DESCRIPTION (BY THIS SURVEYOR):

PARCEL 1

A PORTION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, LYING IN VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF BERESFORD AVENUE AND THE CENTERLINE OF AMELIA AVENUE AS SHOWN ON THE PLAT OF GOLF VIEW HEIGHTS AS RECORDED IN MAP BOOK 23, PAGE 175 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT BEING THE NORTHWEST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST; THENCE ALONG THE NORTH LINE OF SAID SECTION 21, N89°30'53"E, A DISTANCE OF 1,310.49 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE S01°00'41"E ALONG THE EAST LINE OF SAID WEST 1/2, A DISTANCE OF 1,038.57 TO THE NORTHEAST CORNER OF LOT 9 AS SHOWN ON THE PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE AS RECORDED IN MAP BOOK 3, PAGE 25 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S89°56'03"W ALONG THE NORTH LINE OF SAID LOT 9, A DISTANCE OF 25.00 FEET TO THE WEST RIGHT OF WAY LINE OF SOUTH GARFIELD AVENUE (AN APPARENT 50.00 FOOT RIGHT OF WAY) AND THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY LINE, S01°00'41"E, A DISTANCE OF 1,384.52 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE N89°30'37"W ALONG SAID NORTH LINE, A DISTANCE OF 634.69 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE S00°54'37"E ALONG THE WEST LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 314.57 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF EAST NEW HAMPSHIRE AVENUE; THENCE N89°22'19"W ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 630.29 FEET TO THE EAST RIGHT OF WAY LINE OF SOUTH AMELIA AVENUE; THENCE N00°48'29"W ALONG THE EAST RIGHT OF WAY OF AMELIA AVENUE (AN APPARENT 60.00 FOOT RIGHT OF WAY), A DISTANCE OF 1,890.21 FEET TO A POINT ON THE SOUTH LINE OF LOT 5 AS SHOWN ON THE PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE AS RECORDED IN MAP BOOK 3, PAGE 25 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N89°56'05"E ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 25.00 FEET TO THE NORTHEAST CORNER OF THE WEST 60.00 FEET OF THE SOUTH 108.00 FEET OF SAID LOT 5; THENCE N89°56'05"E ALONG THE NORTH LINE OF THE SOUTH 108.00 FEET OF SAID LOT 5, A DISTANCE OF 308.29 FEET TO THE NORTHEAST CORNER OF THE WEST 60.00 FEET OF THE EAST 80.00 FEET OF THE SOUTH 108.00 FEET OF SAID LOT 5; THENCE S00°54'37"E ALONG THE EAST LINE OF THE WEST 60.00 FEET OF THE EAST 80.00 FEET OF SAID LOT 5, A DISTANCE OF 108.01 FEET TO THE SOUTH LINE OF SAID LOT 5; THENCE N89°56'05"E ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 20.00 FEET TO THE NORTHEAST CORNER OF LOT 6 AS SHOWN ON SAID PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE; THENCE S00°54'37"E ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 204.99 FEET TO THE NORTHWEST CORNER OF LOT 9 AS SHOWN ON SAID PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE; THENCE N89°56'03"E ALONG THE NORTH LINE OF SAID LOT 9, A DISTANCE OF 632.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 48.171 ACRES, MORE OR LESS.

PARCEL 2

LOTS 21 THROUGH 26, CLARK HARPER'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 9, PAGE 15, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST; THENCE N89°22'19"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 1,320.71 FEET TO THE SOUTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF CLARK HARPER'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 9, PAGE 15, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N01°00'41"W ALONG THE EAST LINE OF CO SAID CLARK HARPER'S SUBDIVISION AND THE EAST LINE OF THE SOUTH HALF OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 326.18 FEET TO THE INTERSECTION OF THE EAST LINE OF THE SOUTH HALF OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21 AND THE EASTERLY EXTENSION OF THE SOUTH RIGHT OF WAY LINE OF MANSFIELD AVENUE AS SHOWN ON SAID CLARK HARPER'S SUBDIVISION; THENCE N89°30'37"W ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 20.01 FEET TO THE NORTHEAST CORNER OF LOT 19 OF SAID CLARK HARPER'S SUBDIVISION; THENCE CONTINUE N89°30'37"W ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 184.11 FEET TO THE NORTHEAST CORNER OF LOT 21 OF SAID CLARK HARPER'S SUBDIVISION AND THE POINT OF BEGINNING; THENCE S00°58'53"E ALONG THE EAST LINE OF SAID LOT 21, A DISTANCE OF 150.34 FEET TO THE SOUTHEAST CORNER OF SAID LOT 21; THENCE N89°26'28"W ALONG THE SOUTH LINE OF LOTS 21 THROUGH 26 OF SAID CLARK HARPER'S SUBDIVISION, A DISTANCE OF 301.95 FEET TO THE SOUTHWEST CORNER OF LOT 26; THENCE N00°55'55"W ALONG THE WEST LINE OF SAID LOT 26, A DISTANCE OF 149.97 FEET TO THE NORTHWEST CORNER OF SAID LOT 26, BEING ON THE SOUTH RIGHT OF WAY LINE OF SAID MANSFIELD AVENUE; THENCE S89°30'37"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 301.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.040 ACRES, MORE OR LESS.

PARCEL 3

LOT 19, CLARK HARPER'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 9, PAGE 15, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST; THENCE N89°22'19"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 1,320.71 FEET TO THE SOUTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF CLARK HARPER'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 9, PAGE 15, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N01°00'41"W ALONG THE EAST LINE OF SAID CLARK HARPER'S SUBDIVISION AND THE EAST LINE OF THE SOUTH HALF OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 326.18 FEET TO THE INTERSECTION OF THE EAST LINE OF THE SOUTH HALF OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21 AND THE EASTERLY EXTENSION OF THE SOUTH RIGHT OF WAY LINE OF MANSFIELD AVENUE AS SHOWN ON SAID CLARK HARPER'S SUBDIVISION; THENCE N89°30'37"W ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 20.01 FEET TO THE NORTHEAST CORNER OF LOT 19 OF SAID CLARK HARPER'S SUBDIVISION AND THE POINT OF BEGINNING; THENCE S01°00'41"E ALONG THE EAST LINE OF SAID LOT 19, A DISTANCE OF 50.19 FEET TO THE SOUTHEAST CORNER OF SAID LOT 19; THENCE N89°29'14"W ALONG THE SOUTH LINE OF SAID LOT 19, A DISTANCE OF 133.82 FEET TO THE SOUTHWEST CORNER OF SAID LOT 19; THENCE N00°59'23"W ALONG THE WEST LINE OF SAID LOT 19, A DISTANCE OF 50.13 FEET TO THE NORTHWEST CORNER OF SAID LOT 19, SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF SAID MANSFIELD AVENUE; THENCE S89°30'37"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 133.80 FEET TO THE POINT OF BEGINNING.

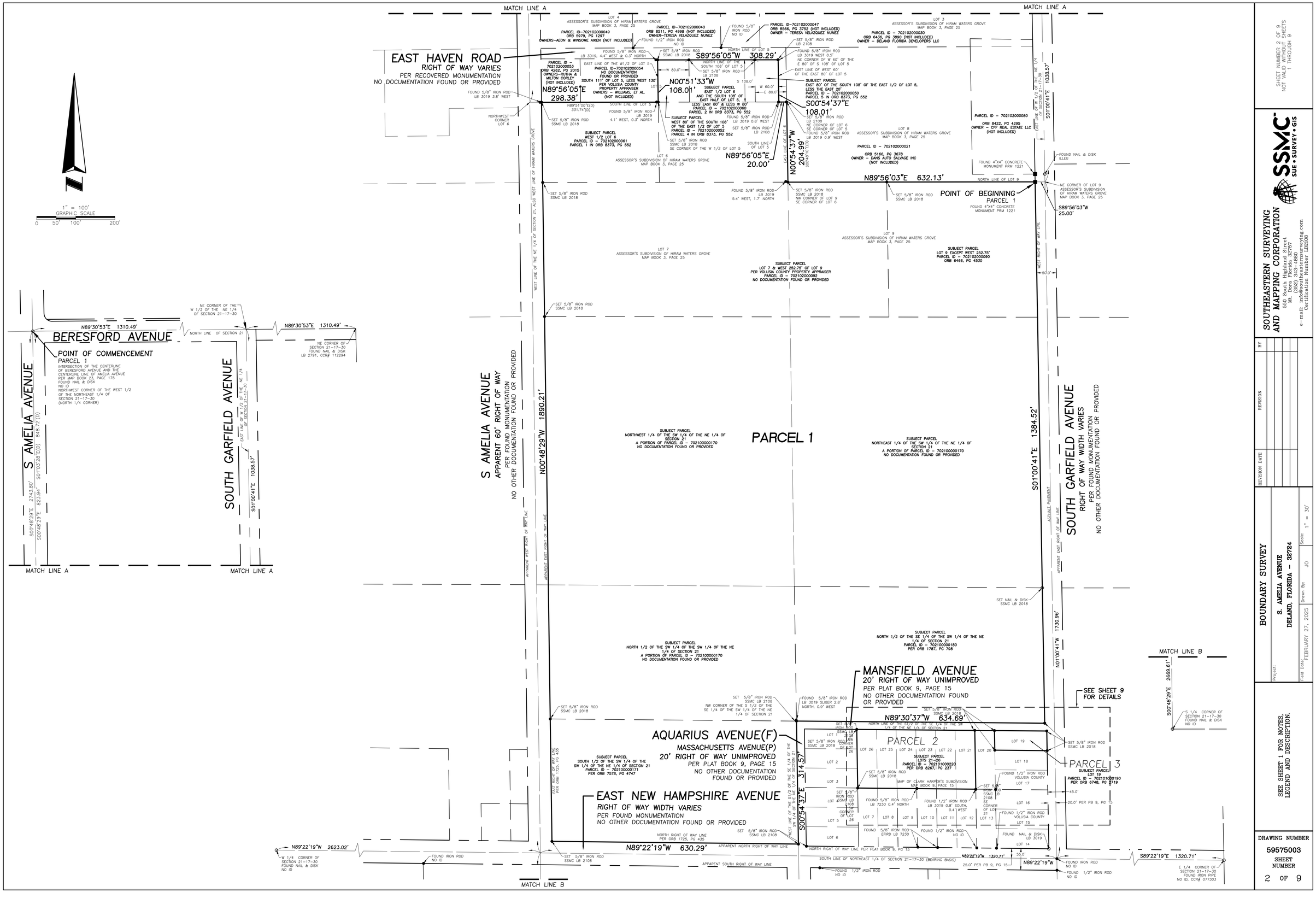
CONTAINING 6,710 SQUARE FEET, MORE OR LESS.

LEGEND & ABBREVIATIONS:

AC = AIR CONDITIONING UNIT	○ = IRON PIPE	⊹ = COMBINATION UTILITY POLE	LB = LICENSED BUSINESS
= AIR RELEASE VALVE	● = IRON ROD	= MAILBOX	PSM = PROFESSIONAL SURVEYOR AND MAPPER
= BURIED CABLE TV PEDESTAL	IRR = IRRIGATION VALVE	UM = UTILITY MARKER	ID = IDENTIFICATION
= BURIED ELECTRIC PEDESTAL	= LANDSCAPE LIGHTING	= WATER METER	ORB = OFFICIAL RECORDS BOOK
= BACKFLOW PREVENTER	= LIGHT POLE	= WATER VALVE	(P) = PLAT
= BENCH	LS = LIFT STATION	= YARD DRAIN	PG(S) = PAGE(S)
= BUSH	= MITERED END SECTION	–X– = CHAINLINK FENCE	(F) = FIELD
= BURIED TELEPHONE PEDESTAL	MW = MONITORING WELL	–O– = WOOD FENCE	TRAV.PT. = TRAVERSE POINT
= CONCRETE MONUMENT	= NAIL W/DISC	–OHL– = OVERHEAD UTILITY LINE	NAD = NORTH AMERICAN DATUM
= CLEAN OUT	= UTILITY POLE	= TREE/HEDGE LINE	NAVD = NORTH AMERICAN VERTICAL DATUM
= DRAINAGE MANHOLE	• = POST/BOLLARD	LA = LANDSCAPED AREA	SSMC = SOUTHEASTERN SURVEYING & MAPPING CORPORATION
= ELECTRIC FIXTURE	RCM = RECLAIMED WATER METER	PVC = POLYVINYL CHLORIDE PIPE	
= ELECTRIC MANHOLE	RCV = RECLAIMED WATER VALVE	DIP = DUCTILE IRON PIPE	
= ELECTRIC SERVICE METER	= SANITARY MANHOLE	FNM = METAL FENCE	
= FLAT GRATE INLET	= NON-TRAFFIC SIGN	EFX = ELECTRIC FIXTURE	
= FIRE HYDRANT	= SERVICE POLE	UM = UTILITY MARKER	
= FLAGPOLE	= SEWER VALVE	RCV = RECLAIMED WATER VALVE	
= DOWN GUY	= TRAFFIC SIGN		
= WATER SPIGOT	TK = TANK		
= HAND HOLE	TR = TRANSFORMER ON SLAB		
	VAULT = VAULT		

SURVEYOR'S REPORT:

1. UTILITY LOCATIONS IF SHOWN HEREON ARE BASED ON FIELD LOCATION OF MARKINGS BY UTILITY COMPANY REPRESENTATIVES, SURFACE FEATURES AND CONSTRUCTION PLANS FURNISHED TO THE SURVEYOR. ADDITIONAL SUB-SURFACE UTILITIES MAY EXIST THAT HAVE NOT BEEN FIELD LOCATED.
2. EASEMENTS OR RIGHTS OF WAY THAT APPEAR ON RECORDED PLANS OR THAT HAVE BEEN FURNISHED TO THE SURVEYOR BY OTHERS HAVE BEEN INCORPORATED INTO THIS DRAWING WITH APPROPRIATE NOTATION.
3. MINIMUM HORIZONTAL ACCURACY FOR THIS SURVEY IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J–17 REQUIREMENTS OF FLORIDA ADMINISTRATION CODE. THE MAP AND MEASUREMENT METHODS USED FOR THIS SURVEY MEET OR EXCEED THIS REQUIREMENT. THE DIMENSIONS SHOWN HEREON ARE IN UNITED STATES STANDARD FEET AND DECIMALS THEREOF.
4. THIS SURVEY DOES NOT DETERMINE OWNERSHIP OF THE LANDS SHOWN HEREON.
5. UNDERGROUND FOUNDATIONS HAVE NOT BEEN LOCATED.
6. SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. AND IF SHOWN HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 5J–17.062 AND FLORIDA STATUTE 472.025.
7. FEATURES SHOWN BY SYMBOL AS INDICATED IN THE LEGEND ARE NOT TO SCALE.
8. ADDITIONS OR DELETIONS TO SURVEY MAPS OR RE



SHEET NUMBER 2 OF 9
NOT VALID WITHOUT SHEETS 1 THROUGH 9

SSMC
SUE • SURVEY • GIS

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION
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Mt. Dora, Florida 32757
(352) 343-4880
e-mail: info@southeasternsurveying.com
Certification Number: LB#108

REVISION DATE	REVISION	BY

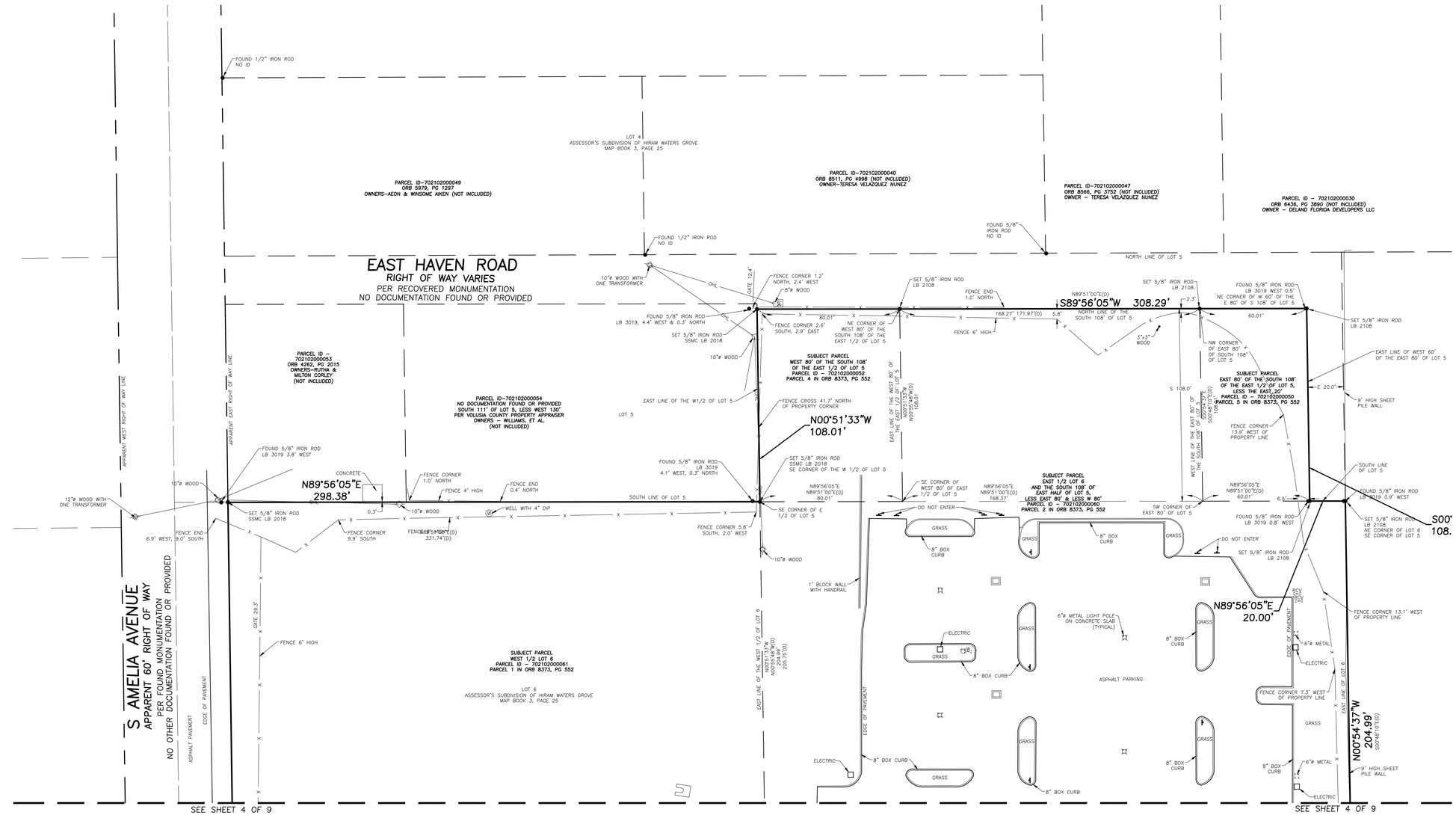
BOUNDARY SURVEY

Project: S. AMELIA AVENUE
DELAND, FLORIDA - 32724

Field Date: FEBRUARY 27, 2025 | Drawn By: JO | Scale: 1" = 30'

SEE SHEET 1 FOR NOTES, LEGEND AND DESCRIPTION.

DRAWING NUMBER
59575003
SHEET NUMBER
2 OF 9



1" = 30'
GRAPHIC SCALE
0 15' 30' 60'

SHEET NUMBER 3 OF 9
NOT VALID WITHOUT SHEETS 1 THROUGH 9

SSMC SUE • SURVEY • GIS

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION
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REVISION	REVISION DATE	BY

BOUNDARY SURVEY
S. AMELIA AVENUE
DELAND, FLORIDA - 32724

Project:
Field Date: FEBRUARY 27, 2025
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Scale: 1" = 30'

SEE SHEET 1 FOR NOTES, LEGEND AND DESCRIPTION.

DRAWING NUMBER
59575003
SHEET NUMBER
3 OF 9

SEE SHEET 3 OF 9

SEE SHEET 3 OF 9

SEE SHEET 5 OF 9

SEE SHEET 7 OF 9

SEE SHEET 7 OF 9

S AMELIA AVENUE
APPARENT 60' RIGHT OF WAY
PER FOUND MONUMENTATION
NO OTHER DOCUMENTATION FOUND OR PROVIDED

APPARENT WEST RIGHT OF WAY LINE

APPARENT EAST RIGHT OF WAY LINE

EDGE OF PAVEMENT

ASPHALT PAVEMENT WITHIN THE NORTH LINE OF WATERS GROVE

SET 5/8" IRON ROD SSMC LB 2018

ALUMINUM SKIMMER

LOT 6
ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE
MAP BOOK 3, PAGE 25

EAST LINE OF THE WEST 1/2 OF LOT 6

SW CORNER OF THE EAST 1/2 OF LOT 6

NORTH LINE LOT 7

N89°56'03"E
N89°56'35"E(D)
328.57'
331.29'(D)

6"ø METAL
ELECTRIC

PVC STUB

0.8' HEADWALL

WV ON CONCRETE

12"ø WOOD WITH 3 TRANSFORMERS

OHL

GATE 24.3'

APPROXIMATE EDGE OF WATER LINE
DATED=01/17/2025

RETENTION POND

LOT 7
ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE
MAP BOOK 3, PAGE 25

COMM ATnT

FENCE 6' HIGH

FENCE CORNER 8.4' WEST OF PROPERTY LINE

FENCE CORNER 5.8' EAST OF PROPERTY LINE

12"ø WOOD

8"ø WOOD

GATE MOTOR
CONCRETE
ELECTRIC

KEYPAD

WALL CONCRETE

GATE MOTOR

ASPHALT DRIVE

6"ø CONCRETE

4" PVC STUB

4" BOX CURB

IRR

2"ø METAL

12"ø WOOD

41.8'

1 STORY CONCRETE BLOCK

33.3'

DIESEL TANK

CONCRETE

157.9'

16.2'

GATE

SET 5/8" IRON ROD SSMC LB 2018

SET 5/8" IRON ROD SSMC LB 2018
NW CORNER OF LOT 9
SE CORNER OF LOT 6

FENCE 6' HIGH

8" HIGH

FENCE 6.4' WEST OF PROPERTY LINE

FENCE 4.0' WEST OF PROPERTY LINE

FOUND 5/8" IRON ROD
LB 3019
5.4' WEST, 1.7' NORTH

8" BOX CURB

EDGE OF PAVEMENT

GRASS

CONCRETE PARKING & DRIVE

ALUMINUM COVERED AREA

CONCRETE WALK

GROUND

8" BOX CURB WITH WALL

0.6"ø METAL

0.65' WALL

CONCRETE

COVERED CONCRETE ELECTRICAL ROOM

TR

SUBJECT PARCEL
LOT 7 & WEST 252.75' OF LOT 9
PER VOLUSIA COUNTY PROPERTY APPRAISER
PARCEL ID – 702102000092
NO DOCUMENTATION FOUND OR PROVIDED

91.2'

66.6'

0.7'

44.1'

ONE STORY ALUMINUM BUILDING

36.6'

8.8'

2.2'

6.2'

0.9'

36.7'

34.8'

PATIO LINE

28.1'

53.3'

159.8'

2.0'

8.7'

UNKNOWN

CONCRETE WALK

COMM

ELECTRIC

83.1'

CONCRETE WALK

ALUMINUM COVERED AREA

CONCRETE PARKING & DRIVE

8" BOX CURB

6" DIP

2" DIP

CONCRETE

WATER VALVES ON 18"ø CONCRETE

10"ø WOOD

RCM/RCM

10"ø WOOD WITH ONE TRANSFORMER

UNKNOWN

AIR CONDITIONING UNIT ON 3.4'X3.4' CONCRETE SLAB

GENERATOR BUILDING

35.6'

1 STORY CONCRETE BLOCK

LIGHT POLE ON 1'X1' CONCRETE SLAB

CONCRETE WALK

ASPHALT DRIVE

BLOWER BUILDING

12.4'

30.1'

1 STORY CONCRETE BLOCK

17.4'

LIGHT POLE ON 10"X10" CONCRETE

2' CURB & GUTTER

3 UNKNOWN VALVES

DIGESTER NO. 3

HANDRAIL

STEP

CONCRETE

1 STORY CONCRETE BLOCK AND METAL BUILDING

SLUDGE PROCESS BUILDING

85.6'

64.1'

64.2'

LIGHT POLE ON CONCRETE SLAB

LIGHT POLE ON 8"X8" CONCRETE SLAB

VEHICLE STORAGE

32.3'

2 STORY CONCRETE BLOCK & METAL BUILDING

15.4'

WORK SHOP

MAINTENANCE ALLEY

CONCRETE PARKING

12" FIBERGLASS (TYPICAL)

BUILDING OVERHANG

WET WELL

INFLUENT PUMP STATION

1 STORY CONCRETE BLOCK

24.8'

27.6'

28.1'

PUMP / MOTOR

18"ø METAL

LARGE TANK

LIFT STATION ON CONCRETE

GRIT COLLECTOR & COMMINUTOR

STEP

SUBJECT PARCEL
NORTHWEST 1/4 OF THE SW 1/4 OF THE NE 1/4 OF SECTION 21
A PORTION OF PARCEL ID – 702100000170
NO DOCUMENTATION FOUND OR PROVIDED

ASPHALT

LIGHT POLE ON 10"X10" CONCRETE

COVERED CONCRETE

WEATHER STATION

ANTENNA ON 8"X8" CONCRETE POST

AIR CONDITIONING UNIT ON 3.4'X3.4' CONCRETE SLAB

AIR CONDITIONING UNIT ON 3'X3.8' CONCRETE SLAB

OPERATIONS BUILDING

1 STORY CONCRETE BUILDING

36.8'

24.6'

38.7'

6.7'

6.01'

7.32'

18.0'

26.2'

48.4'

139.0'

8"ø WOOD

AIR CONDITIONING UNIT ON 3.4'X3.4' CONCRETE SLAB

COLUMN TYPICAL

DIGESTER

3.0'

16.0'

8.3'

1 STORY CONCRETE BLOCK

DIGESTER

FIBER OPTIC

STEP & HAND RAIL

BUILDING OVERHANG

ASPHALT

SEWER VALVE ON 18"X18"ø CONCRETE

WATER VALVE ON 18"X18" CONCRETE

LIGHT POLE ON 15"X15" CONCRETE

WATER VALVE ON 18"ø CONCRETE

6"ø METAL

12" DIP VERTICAL

SLUDGE PUMP STATION

1 STORY CONCRETE BLOCK

8" DIP VERTICAL

16" DIP VERTICAL

1.0'

5.4'

30.1'

STEP & HANDRAIL

LIGHT POLE ON 12"X12" CONCRETE

1" = 30'
GRAPHIC SCALE
0 15' 30' 60'

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e-mail: info@southeasternsurveying.com
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SHEET NUMBER 4 OF 9
NOT VALID WITHOUT SHEETS 1 THROUGH 9

REVISION	BY	REVISION DATE

BOUNDARY SURVEY

Project:

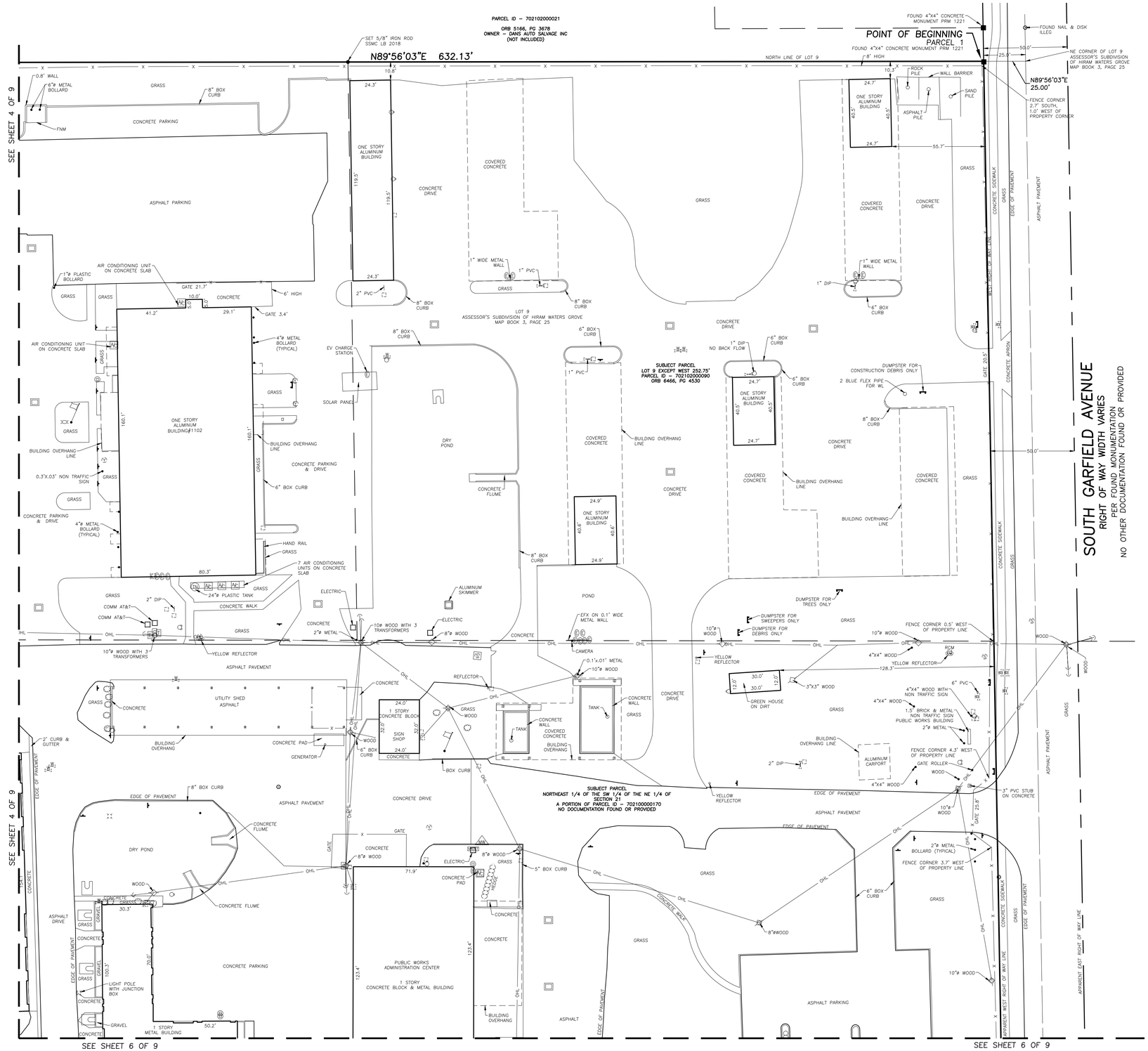
S. AMELIA AVENUE
DELAND, FLORIDA – 32724

Field Date: FEBRUARY 27, 2025
Drawn By: JO
Scale: 1" = 30'

SEE SHEET 1 FOR NOTES, LEGEND AND DESCRIPTION.

DRAWING NUMBER
59575003

SHEET NUMBER
4 OF 9



SHEET NUMBER 5 OF 9
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1 THROUGH 9

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e-mail: info@southeasternsurveying.com
Certification Number LB2108

BY	REVISION	REVISION DATE

BOUNDARY SURVEY

S. AMELIA AVENUE
DELAND, FLORIDA – 32724

Project:

Field Date: FEBRUARY 27, 2025 | Drawn By: JO | Scale: 1" = 30'

SEE SHEET 1 FOR NOTES, LEGEND AND DESCRIPTION.

DRAWING NUMBER
59575003
SHEET NUMBER
5 OF 9

SEE SHEET 5 OF 9

SEE SHEET 5 OF 9

SEE SHEET 7 OF 9

SEE SHEET 7 OF 9

SEE SHEET 9 OF 9

SEE SHEET 9 OF 9

1 STORY METAL BUILDING
AIR CONDITIONING UNIT ON 3'X3' CONCRETE SLAB
UNKNOWN
PLANTER
30.3'
EDGE OF PAVEMENT
80.3'
CONCRETE
CONCRETE
GRASS
8"ø WOOD
GRASS
OHL
1 STORY CONCRETE BLOCK & METAL BUILDING
72.0'
COVERED CONCRETE
8" WOOD
OHL
6" BOX CURB
YELLOW REFLECTOR
6" PVC STUB
8"ø WOOD
EDGE OF PAVEMENT
GRASS
ASPHALT PARKING
6" BOX CURB
ASPHALT DRIVE
REFLECTOR
PLASTIC YELLOW REFLECTORS
6" BOX CURB
EDGE OF PAVEMENT
ASPHALT DRIVE
SUBJECT PARCEL
NORTHEAST 1/4 OF THE SW 1/4 OF THE NE 1/4 OF SECTION 21
A PORTION OF PARCEL ID = 7021000000170
NO DOCUMENTATION FOUND OR PROVIDED
BC/ARCH
2' CURB & GUTTER
CONCRETE
UTILITY SHED
COVERED CONCRETE
11.2'
METAL SHED
24.0'
11.7'
20.4'
METAL BUILDING
19.7'
19.2'
20.4'
UTILITY SHED
CONCRETE
COVERED DIRT
TRASH ONLY
CARDBOARD ONLY
GRASS
BUILDING OVERHANG
1" PVC STUB
GATE
DIRT DRIVE
ASPHALT DRIVE
2' CURB & GUTTER
LIGHT POLE ON 10"X10" CONCRETE SLAB
CAROUSEL UNIT NO. 3
CONCRETE SLAB
COVERED AREA
METAL SHED
GROUND
25.5'
ONE STORY MASONRY ELECTRICAL BUILDING
41.4'
41.4'
25.5'
CONCRETE PAD
CONCRETE
56.1'
56.9'
11.9'
29.8'
GREEN HOUSE
30.0'
11.8'
CONCRETE
DIRT DRIVE
27.0'
4.0'
22.6'
25.0'
SPLITTER STRUCTURE
33.0'
27.0'
22.6'
1.0' WIDE CONCRETE FOOTER
GENERATOR PAD
CONCRETE
CONCRETE SIDEWALK
GRASS
EDGE OF PAVEMENT
ASPHALT PAVEMENT
APPARENT WEST RIGHT OF WAY LINE
APPARENT EAST RIGHT OF WAY LINE
AREA UNDER CONSTRUCTION
CONCRETE
30.8'
SLUDGE BUILDING
1 STORY METAL BUILDING
28.1'
28.2'
30.7'
SEWER METER
STEP
LIGHT POLE ON 10"X10" CONCRETE SLAB
6' HIGH
6' HIGH
6' HIGH
4'
EDGE OF PAVEMENT
EDGE OF PAVEMENT
ASPHALT
2' CURB & GUTTER
TANKS UNDER CONSTRUCTION
206.3'
CONCRETE WATER TREATMENT STRUCTURE UNDER CONSTRUCTION
35.3'
AREA UNDER CONSTRUCTION
CONCRETE
SET NAIL & DISK SSMC LB 2018
0.6'
OHE
CONCRETE APRON
37.3'
1.2'
TANKS UNDER CONSTRUCTION
OHL
OHL
OHL
OHL
ASPHALT DRIVE
4 EFXS
DIRT DRIVE
GRASS
DIRT DRIVE
SUBJECT PARCEL
NORTH 1/2 OF THE SE 1/4 OF THE SW 1/4 OF THE NE 1/4 OF SECTION 21
PARCEL ID = 7021000000180
PER ORB 1787, PG 798
S01°00'41"E 1384.52'
N01°00'41"W 1730.96'
2.7'
3.8'
2.5'
SOUTH GARFIELD AVENUE
RIGHT OF WAY WIDTH VARIES
PER FOUND MONUMENTATION
NO OTHER DOCUMENTATION FOUND OR PROVIDED
ASPHALT PAVEMENT

1" = 30'
GRAPHIC SCALE
0 15' 30' 60'

SHEET NUMBER 6 OF 9
NOT VALID WITHOUT SHEETS 1 THROUGH 9

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REVISION	BY
REVISION DATE	

BOUNDARY SURVEY

Project: S. AMELIA AVENUE
DELAND, FLORIDA – 32724

Field Date: FEBRUARY 27, 2025
Drawn By: JO
Scale: 1" = 30'

SEE SHEET 1 FOR NOTES, LEGEND AND DESCRIPTION.

DRAWING NUMBER
59575003
SHEET NUMBER
6 OF 9

SEE SHEET 4 OF 9

SEE SHEET 4 OF 9

SEE SHEET 6 OF 9

SEE SHEET 6 OF 9

SEE SHEET 8 OF 9

SEE SHEET 8 OF 9

PARCEL 1

N00°48'29"W 1890.21'

S AMELIA AVENUE
APPARENT 60' RIGHT OF WAY
PER FOUND MONUMENTATION
NO OTHER DOCUMENTATION FOUND OR PROVIDED

SUBJECT PARCEL
NORTHWEST 1/4 OF THE SW 1/4 OF THE NE 1/4 OF SECTION 21
A PORTION OF PARCEL ID - 702100000170
NO DOCUMENTATION FOUND OR PROVIDED

SUBJECT PARCEL
NORTH 1/2 OF THE SW 1/4 OF THE SW 1/4 OF THE NE 1/4 OF SECTION 21
A PORTION OF PARCEL ID - 702100000170
NO DOCUMENTATION FOUND OR PROVIDED

1 STORY CONCRETE BUILDING LAB
1 STORY CONCRETE BLOCK UTILITY BUILDING
1 STORY METAL BUILDING
ONE STORY STUCCO BUILDING
CHLORINE CONTACT TANK
CHLORINE TANK
GENERATOR PAD
EFFLUENT PUMP STATION
ABW FILTERS ALUMINUM WITH VINYL COVER
STORAGE TANK
RADIO TOWER
COLUMN TYPICAL PUMP/MOTOR
BUILDING OVERHANG
CHLORINE FACILITY
CAROUSEL UNIT NO. 1
CAROUSEL UNIT NO. 2
RETENTION POND

ASPHALT DRIVE
DIRT DRIVE
CONCRETE WALK
CONCRETE SLAB WITH HANDRAIL
CONCRETE SLAB
CONCRETE FLUME
RIP/RAP
ASPHALT
PLASTIC
0.7' WIDE WALL
HEAD WALL
GRASS
PARKING
CONCRETE PARKING
STORM WATER PUMP STATION
LIFT STATION ALARM
KEYPAD
GATE MOTOR
GATE 23.9'
EDGE OF PAVEMENT
ASPHALT PAVEMENT
APPARENT WEST RIGHT OF WAY LINE
APPARENT EAST ROAD OF WAY LINE
EDGE OF PAVEMENT GRASS CONCRETE SIDEWALK
APPROXIMATE EDGE OF WATER ON 01/16/2025

FENCE CORNER 6.4' EAST OF PROPERTY LINE
FENCE CORNER 6.2' EAST OF PROPERTY LINE
FENCE CORNER 0.4' WEST OF PROPERTY LINE
RECYCLED WATER
WATER
LIGHT POLE ON CONCRETE SLAB
LIGHT POLE ON 8"X8" CONCRETE
LIGHT POLE ON 10"X10" CONCRETE
LIGHT POLE WITH JUNCTION BOX
LIFT STATION ALARM
SEWER VALVE ON 18"X18" CONCRETE
SEWER VALVE ON 18"X18" CONCRETE
LIGHT POLE ON 15"X15" CONCRETE
WV ON 6"ø METAL
WV ON 18"ø CONCRETE
MOTORIZED WEIR ON CONCRETE
WEIR CONTROL
ANTENNA
JUNCTION BOX ON WALL
AIR CONDITIONING UNIT ON 3'X3' CONCRETE SLAB
CLEANOUT ON 18"X18" CONCRETE
ESM ON 6"X6" CONCRETE
UNKNOWN
10"ø WOOD WITH 3 TRANSFORMERS

8" DIP VERTICAL
10" DIP VERTICAL
12" DIP VERTICAL
24" DIP VERTICAL
36" DIP VERTICAL
18" DIP VERTICAL
24" DIP TO 16" DIP
16" DIP VERTICAL (TYPICAL)
2" PVC STUB ON 6"X6" CONCRETE
6" DIP
RCV ON 18"X18" CONCRETE
RCVS 6
6" PVC STUB
OVERHEAD CATWALK
HANDRAIL
STEP
RAMP
HAND RAIL
ELECTRIC
2"ø METAL
12"ø WOOD
10"ø WOOD
OHL
GATE
LA
AC
TR
RCM
RCV
RCVS
WV
LS

1" = 30'
GRAPHIC SCALE
0 15 30 60

SHEET NUMBER 7 OF 9
NOT VALID WITHOUT SHEETS 1 THROUGH 9

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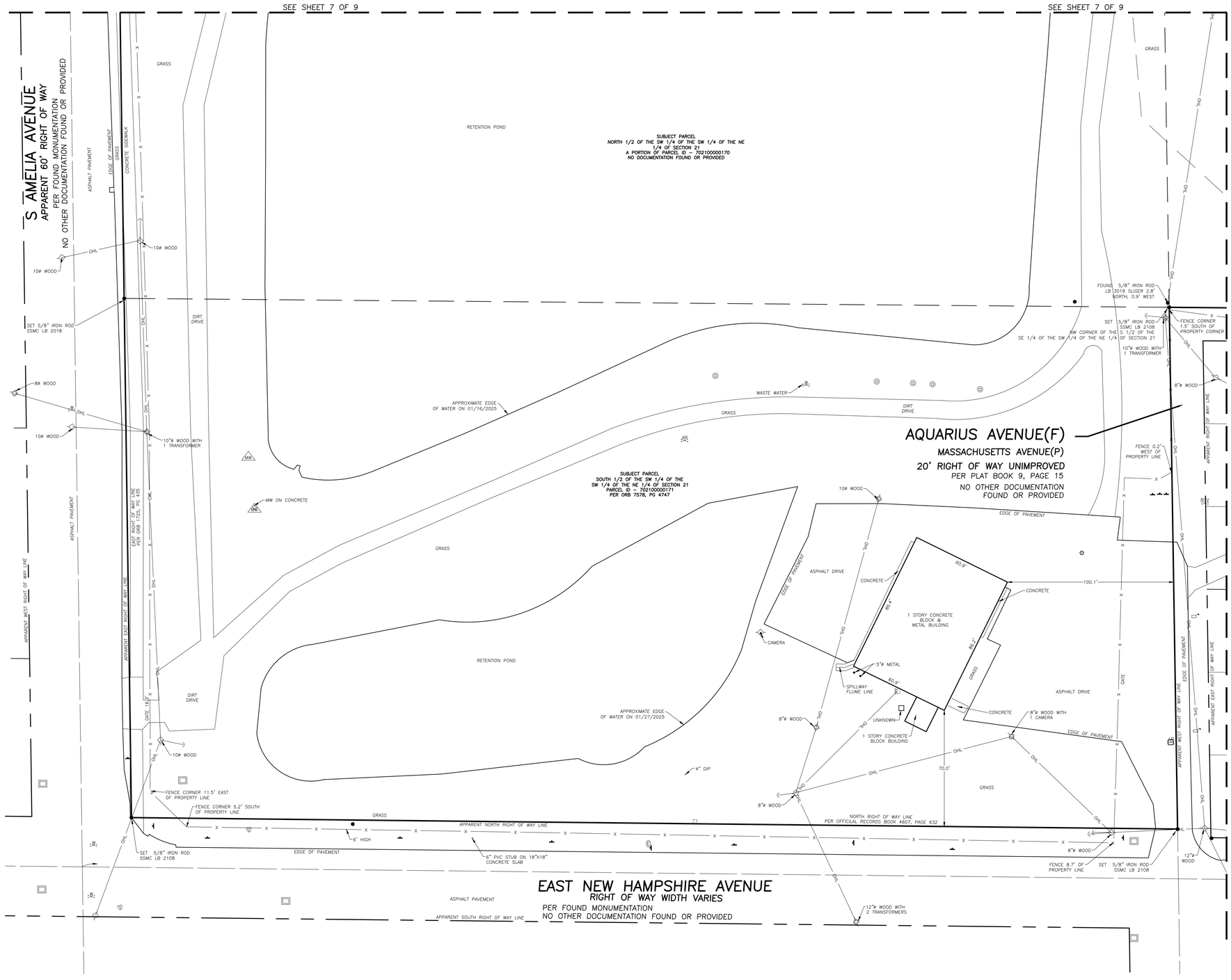
REVISION	REVISION DATE	BY

BOUNDARY SURVEY
Project:
S. AMELIA AVENUE
DELAND, FLORIDA - 32724
Field Date: FEBRUARY 27, 2025
Drawn By: JO
Scale: 1" = 30'

SEE SHEET 1 FOR NOTES, LEGEND AND DESCRIPTION.

DRAWING NUMBER
59575003
SHEET NUMBER
7 OF 9



SHEET NUMBER 8 OF 9
NOT VALID WITHOUT SHEETS 1 THROUGH 9

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REVISION	BY	REVISION DATE

BOUNDARY SURVEY

Project:
S. AMELIA AVENUE
DELAND, FLORIDA – 32724

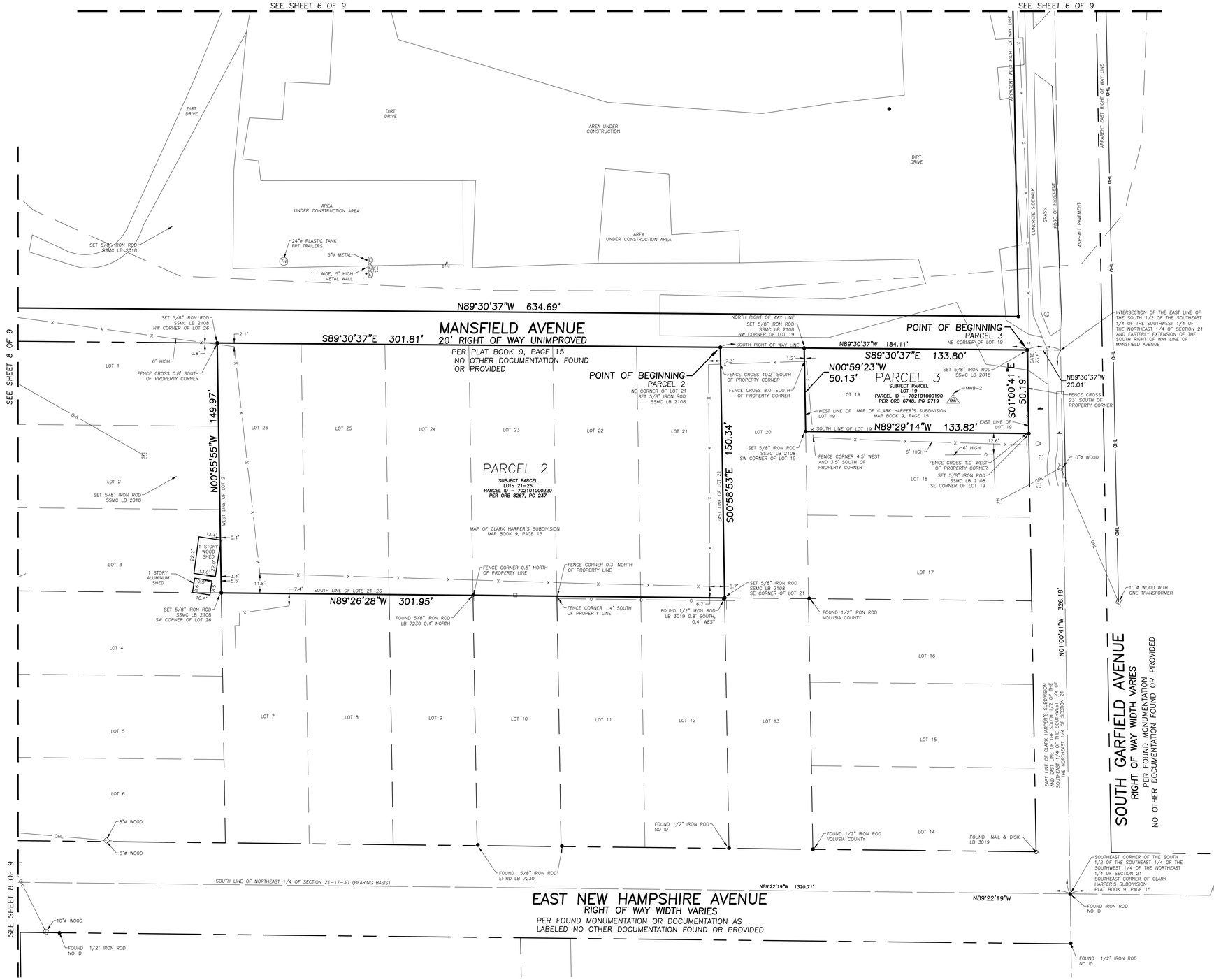
Field Date: FEBRUARY 27, 2025
Drawn By: JO
Scale: 1" = 30'

SEE SHEET 1 FOR NOTES, LEGEND AND DESCRIPTION.

DRAWING NUMBER
59575003

SHEET NUMBER
8 OF 9

DETAILS FROM SHEET 2



1" = 30'
GRAPHIC SCALE
0 15' 30' 60'

SHEET NUMBER 9 OF 9
NOT VALID WITHOUT SHEETS 1 THROUGH 9

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BY	REVISION	REVISION DATE

BOUNDARY SURVEY

Project: S. AMELIA AVENUE
DELAND, FLORIDA - 32724

Field Date: FEBRUARY 27, 2025 | Drawn By: JO | Scale: 1" = 30'

SEE SHEET 1 FOR NOTES, LEGEND AND DESCRIPTION.

DRAWING NUMBER
59575003
SHEET NUMBER
9 OF 9

PLANNING DEPARTMENT STAFF REPORT
TO
THE CITY OF DELAND PLANNING BOARD

May 14, 2025

A. APPLICATION NO.: SMLU24-216

APPLICANT: City of DeLand

STAFF PLANNER: Kendall Story

REQUEST: A request to add the Institutional Overlay to the Public Services Campus

B. SITE FACTORS:

Location: 1100 S. Garfield Ave.
Parcel Size: ± 49.37 acres
Land Use: LDR (Low Density Residential)
Existing Use: Public Services Campus

	SURROUNDING USE:
North:	VC: UMI (VC Urban Medium Intensity); MDR (Medium Density Residential)
South:	EDU (Educational); LDR (Low Density Residential)
East:	LDR (Low Density Residential); MDR (Medium Density Residential)
West:	HDR (High Density Residential); RD (Redevelopment)

C. <u>REQUESTED ACTION</u>:

The City of DeLand's Public Services Campus is located between S. Garfield Ave. and S. Amelia Ave. Over the years, the city has acquired property and integrated it into the campus, expanding the overall site. The most recent additions include an annexation of ±1.14 acres of property (Lots 21-26 along with the adjacent Mansfield Ave. right-of-way), located on the south side of the Public Works Campus, approved on May 1, 2023, and ±2.28 acres of property located on Haven Rd., on the north side of the Public Works Campus, approved by the City Commission on August 23, 2023. At the time of annexation, the properties maintained their county land use and zoning. The city's ultimate goal is to combine all of the acquired parcels into one large parcel, with a uniform land use, overlay, and zoning district to make the site compatible with the underlying land use and zoning district. Adding the Institutional Overlay is the second step.

The City of DeLand Public Services Department (PSD) is proposing a future land use overlay be added to approximately ± 49.37 acres, covering the entire Public Services Campus, located at 1100 S. Garfield Ave. *The city has also petitioned for a future land use amendment to the LDR designation (SMLU24-215) and a rezone (Z24-211).*

D. <u>COMPATIBILITY ANALYSIS</u>:

According to the Comprehensive Plan, the Institutional Overlay may be applied to property without the requirement for a distinct land use designation. It was designed to be

compatible with all other land use categories and may be applied as needed for publicly owned lands for things such as public utilities, public safety, health, and other uses.

Other locations for the Institutional Overlay include City Hall, the Volusia County Court House and the local public library. The Institutional Overlay allows for public uses to be permitted under the current land use designation. By adding the overlay to the subject property, it would be consistent with other public properties in the city. There are standards that apply to the overlay when applying it. These standards include compatibility with the surrounding uses, building mass, height and scale.

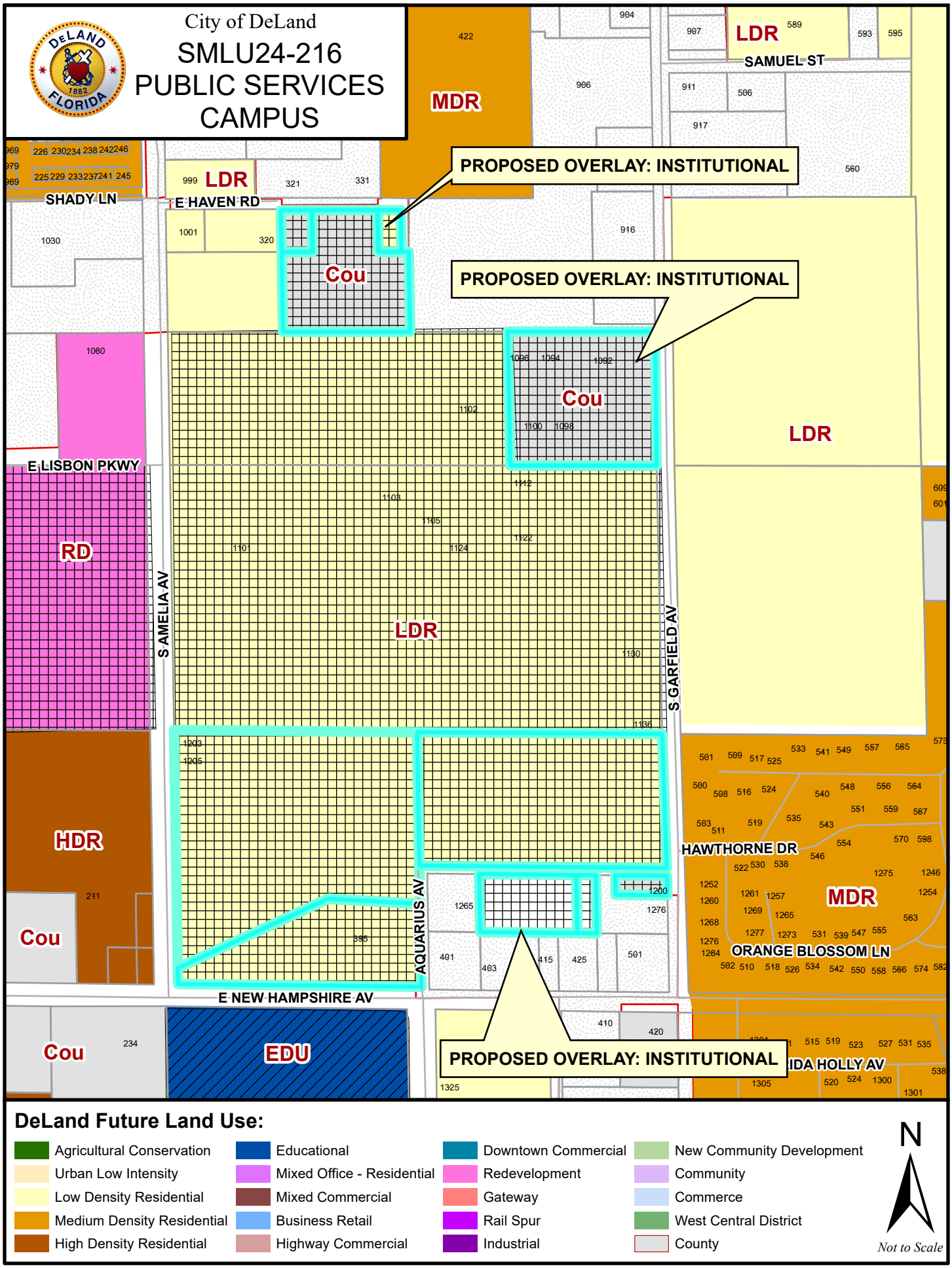
The surrounding development is a mixture of residential single-family and multi-family land uses, with the Applewood Apartments to the west and the Hawthorne Hills mobile home development to the east. The north side of the subject property directly abuts the Central Florida Recycling Center and to the south is the DeLand Middle School.

The height of the structures on the Campus are similar in height to the surrounding properties, with the new administrative building being less than 35 feet in height. Additionally, the closest facility structure on site is more than 150 feet from the nearest neighboring building. The majority of the facility operations are internal to the Campus, lessening the noise of city vehicles.

E. **CONCLUSION:** The proposed Institutional Overlay is appropriate for the subject property, as it is designed to allow public facilities to be located as needed.

F. **STAFF RECOMMENDATION:** Staff recommends that the Planning Board forward the request to the City Commission with a recommendation of approval of the proposed Institutional Overlay on the Public Services Campus, located at 1100 S. Garfield Ave.

L:\COMMDEV\PLANNING\Staff Reports\2025\PB\May\SR-SMLU24-216 Public Services Campus Land Use Amendment(Institutional Overlay)


City of DeLand
SMLU24-216
PUBLIC SERVICES CAMPUS
PROPOSED OVERLAY: INSTITUTIONAL
PROPOSED OVERLAY: INSTITUTIONAL
PROPOSED OVERLAY: INSTITUTIONAL
MDR
LDR
SAMUEL ST
LDR
SHADY LN
E HAVEN RD
Cou
Cou
LDR
E LISBON PKWY
RD
S AMELIA AV
LDR
S GARFIELD AV
HDR
Cou
AQUARIUS AV
HAWTHORNE DR
MDR
ORANGE BLOSSOM LN
E NEW HAMPSHIRE AV
Cou
EDU
IDA HOLLY AV
DeLand Future Land Use:
Agricultural Conservation
Urban Low Intensity
Low Density Residential
Medium Density Residential
High Density Residential
Educational
Mixed Office - Residential
Mixed Commercial
Business Retail
Highway Commercial
Downtown Commercial
Redevelopment
Gateway
Rail Spur
Industrial
New Community Development
Community
Commerce
West Central District
County
N
Not to Scale

CITY OF DELAND
Request for Commission Action
June 16, 2025

SUBJECT: First Reading of Ordinance Changing the Zoning for ±46.97 Acres of Property, Located at 1101 South Amelia Avenue, from Volusia County R-4 (Urban Single Family) and City of DeLand R-1 (Single-Family Residential) to City of DeLand Single-Family Residential (R-1B) for the City's Public Services Campus.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Ordinance, Exhibit A-Legal Description, Z24-211 Survey, Z24-211 Staff Report, Z24-211 Aerial, Z24-211 Zoning

APPROVED BY: Michael Grebosz, Asst. City Manager, June 11, 2025

SUMMARY/HIGHLIGHT:

The City of DeLand's Public Services Campus is located between S. Garfield Ave. and S. Amelia Ave. Over the years, the city has acquired property and integrated it into the campus, expanding the overall site. The most recent additions include an annexation of ±1.14 acres of property (Lots 21-26 along with the adjacent Mansfield Ave. right-of-way), located on the south side of the Public Works Campus, approved on May 1, 2023, and ±2.28 acres of property located on Haven Rd., on the north side of the Public Works Campus, approved by the City Commission on August 23, 2023. At the time of annexation, the properties maintained their county land use and zoning. The city's goal is to combine all of the acquired parcels into one large parcel, with a uniform land use, overlay and zoning district. Rezoning the property to R-1B, which is compatible with the underlying land use designation of LDR (Low Density Residential), is the third and final step.

The surrounding development is a mixture of residential land uses, with the Applewood Apartments to the west and the Hawthorne Hills mobile home development to the east. To the north of the subject property, it directly abuts the Central Florida Recycling Center and to the south is the DeLand Middle School.

On May 14, 2025, the Planning Board voted unanimously to recommend approval of the rezone request.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Institute Smart Growth Principles.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

No Fiscal Impact is Anticipated.

RECOMMENDATION:

Staff recommends the City Commission approve the request to rezone to R-1B, on first reading.

BACKGROUND/DISCUSSION:

The development is consistent with the Comprehensive Plan with an underlying land use designation of LDR (Low Density Residential), with the Institutional Overlay. R-1B is compatible with the LDR land use designation, and the use is permitted by applying the Institutional Overlay.

ORDINANCE NO. 2025 -

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM VOLUSIA COUNTY'S R-4, URBAN SINGLE-FAMILY AND CITY OF DELAND'S R-1, SINGLE-FAMILY RESIDENTIAL TO CITY OF DELAND'S R-1B, SINGLE-FAMILY RESIDENTIAL ON PROPERTIES LOCATED AT 1101 SOUTH AMELIA AVENUE; MAKING FINDINGS OF CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN FOR THE CITY OF DELAND; DIRECTING CHANGE IN THE COMPREHENSIVE ZONING MAP; CONDITIONING FINAL DEVELOPMENT ORDERS ON A DETERMINATION OF CAPACITY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the property located at 1101 South Amelia Avenue and more particularly described in the attached Exhibit "A", is currently zoned as R-4, Urban Single Family, pursuant to Volusia County's Zoning Ordinances and City of DeLand's R-1, Single-family Residential; and

WHEREAS, the properties currently have a Land Use Designation of Low Density Residential (Institutional Overlay) pursuant to the City of DeLand's Land Use Plan; and

WHEREAS, a proper and complete application has been received requesting that the zoning be changed to City of DeLand's R-1B, Single-family residential; and

WHEREAS, the R-1B, Single-family residential zoning designation is consistent with the Comprehensive Plan of the City of DeLand.

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

Section 1. The City Commission has held a public hearing on the application for a change of zoning from Volusia County's R-4, Urban Single Family and City of DeLand's R-1, Single Family Residential to City of DeLand's R-1B, Single-family Residential zoning designation, on the following described properties:

See legal description attached hereto as Exhibit "A"

Tax Parcel Identification Nos.:
702102000050, 702102000052, 702102000060,
702102000061, 702102000090, 702102000092
702100000170, 702100000180 702101000190,
702101000210, and 702101000220

Section 2. The City Commission hereby finds that the R-1B, Single-family Residential zoning designation is consistent with the parcels' Low Density Residential (Institutional Overlay) future land use designation.

Section 3. Pursuant to the determination made at public hearing, the City Commission hereby amends the Comprehensive Zoning Map of the City of DeLand and changes the zoning from Volusia County's R-4, Urban Single Family and City of DeLand's R-1, Single Family Residential to City of DeLand's R-1B, Single-family Residential zoning designation on the parcels described in Section 1.

Section 4. The Planning Director is 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 5. No rights to obtain final development orders nor any rights to develop the property have been granted or implied by this Ordinance. Final development orders for the property including, but not limited to building permits and site plan approval shall be subject to a determination of capacity.

Section 6. 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 7. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this ____day of _____, 2025.

_____
Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

_____
Julie A. Hennessy
City Clerk - Auditor

Passed on first reading:
Adopted on second reading:

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

“EXHIBIT A”

DESCRIPTION

VOLUSIA COUNTY PARCEL ID 702100000180 (PER VOLUSIA COUNTY OFFICIAL RECORDS BOOK 1787, PAGE 798):

THE NORTH HALF (N 1/2) OF THE SE 1/4 OF THE SW 1/4 OF THE NE 1/4, SECTION 21 TOWNSHIP 17 SOUTH, RANGE 30 EAST, CONTAINING FIVE ACRES MORE OF LESS.

AND

VOLUSIA COUNTY PARCEL ID 702102000090 (PER VOLUSIA COUNTY OFFICIAL RECORDS BOOK 6466, PAGE 4530):

LOT 9, EXCEPT THE WEST 252.75 FEET THEREOF, PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 3, PAGE 25, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. LESS RIGHT-OF-WAY ON EAST.

AND

VOLUSIA COUNTY PARCEL ID 702100000171 & A PORTION OF VOLUSIA COUNTY PARCEL ID 702100000170 (PER VOLUSIA COUNTY OFFICIAL RECORDS BOOK 7578, PAGE 4747):

THE SOUTH ONE HALF (S 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4), SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

VOLUSIA COUNTY PARCEL IDS 702102000061, 702102000060, 702102000052 & 702102000050 (PER VOLUSIA COUNTY OFFICIAL RECORDS BOOK 8373, PAGE 552)

PARCEL 1:

THE WEST 1/2 OF LOT 6, LESS AND EXCEPT THE WESTERLY PORTION THEREOF OCCUPIED BY SOUTH AMELIA AVENUE, ACCORDING TO THE PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE, LOCATED IN THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, RECORDED IN MAP BOOK 3, PAGE 25, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THIS DESCRIPTION DESCRIBES THE LANDS IDENTIFIED IN OFFICIAL RECORDS BOOK 3766 PAGE 2062.

DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, BEGIN AT THE NORTH 1/4 CORNER OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, OCCUPIED BY A 2 INCH IRON PIPE WITH NO IDENTIFICATION, IN THE ASPHALT ROAD; THENCE S01°03'28"E, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21 AND THE WEST LINE HIRAM WATERS, MAP BOOK 3, PAGE 25, A DISTANCE OF 848.72 FEET TO THE NORTHWEST CORNER OF LOT 6, SAID HIRAM WATERS GROVE; THENCE DEPARTING SAID WEST LINE N89°51'00"E, ALONG THE SOUTHERLY LINE OF LOT 5, SAID HIRAM WATERS GROVE AND THE WESTERLY PROJECTION OF THE SOUTH LINE OF THE LANDS DESCRIBED IN THE FOLLOWING OFFICIAL RECORDS BOOKS AND PAGES: 4262/2015, 1893/0720, 5694/2672, AND 3987/0178, A DISTANCE OF 31.09 FEET TO THE EASTERLY RIGHT OF WAY OF SOUTH AMELIA AVENUE AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE OF LOT 5, N89°51'00"E, A DISTANCE OF 300.65 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/2 OF SAID LOT 5; THENCE S00°55'48"E, ALONG THE WEST LINE OF THE EAST 1/2 OF SAID LOT 6, A DISTANCE OF 205.75 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/2 OF SAID LOT 6; THENCE S89°56'35"W, ALONG THE NORTH LINE OF LOT 7, OF SAID HIRAM WATERS GROVE A DISTANCE OF 303.93 FEET TO THE EASTERLY LINE OF THE RIGHT OF WAY OF SOUTH AMELIA AVENUE AS NOW OCCUPIED; THENCE N00°00'58"W, ALONG SAID RIGHT OF WAY A DISTANCE OF 205.24 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 1.426 ACRES, MORE OR LESS.

PARCEL 2:

THE EAST 1/2 OF LOT 6, AND THE EAST 1/2 OF THE SOUTH 108.00 FEET OF LOT 5, LESS AND EXCEPT THE WEST 80.00 FEET AND THE EASE 80.00 FEET OF SAID LOT 5, ACCORDING TO THE PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE, LOCATED IN THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, RECORDED IN MAP BOOK 3, PAGE 25, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THIS DESCRIPTION DESCRIBES THE LANDS IDENTIFIED IN OFFICIAL RECORDS BOOK 1893 PAGE 0720.

DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, BEGIN AT THE NORTH 1/4 CORNER OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, OCCUPIED BY A 2 INCH IRON PIPE IN THE ASPHALT ROAD; THENCE SO1°03'28"E, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21 AND THE WEST LINE HIRAM WATERS, MAP BOOK 3, PAGE 25 A DISTANCE OF 848.72 FEET TO THE NORTHWEST CORNER OF LOT 6, SAID HIRAM WATERS

GROVE; THENCE DEPARTING SAID WEST LINE N89°51'00"E ALONG THE SOUTHERLY LINE OF LOT 5, SAID HIRAM WATERS GROVE AND THE WESTERLY PROJECTION OF THE SOUTH LINE OF THE LANDS DESCRIBED IN THE FOLLOWING OFFICIAL RECORDS BOOKS AND PAGES: 4262/2015, 1893/0720, 5694/2672, AND 3987/0178, A DISTANCE OF 331.74 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 5, AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE OF LOT 5, N89°51'00"E, A DISTANCE OF 80.01 FEET TO THE SOUTHEAST CORNER OF THE WEST 80.00 FEET OF THE EAST 1/2 OF SAID LOT 5; THENCE N00°55'48"W, ALONG THE EAST LINE OF THE WEST 80.00 FEET OF THE EAST 1/2 OF SAID LOT 5, A DISTANCE OF 108.01 FEET TO THE NORTHEAST CORNER OF THE EAST LINE OF THE WEST 80.00 FEET OF THE SOUTH 108.00 FEET OF SAID LOT 5; THENCE N89°51'00"E, ALONG THE NORTH LINE OF THE SOUTH 108.00 FEET OF SAID LOT 5, A DISTANCE OF 171.97 FEET TO THE NORTHWEST CORNER OF THE EAST 80 FEET OF THE SOUTH 108.00 FEET OF SAID LOT 5; THENCE S00°48'10"E, ALONG THE WEST LINE OF THE EAST 80.00 FEET OF SAID LOT 5, A DISTANCE OF 108.01 FEET TO THE SOUTHWEST CORNER OF THE EAST 80.00 FEET OF SAID LOT 5; THENCE N89°51'00"E, ALONG THE AFORESAID SOUTH LINE OF LOT 5, A DISTANCE OF 80.01 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5, AND THE WESTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5166 PAGE 3678; THENCE S00°48'10"E, ALONG THE EASTERLY LINE OF SAID LOT 6, AND SAID WEST LINE RECORDED IN OFFICIAL RECORDS BOOK 5166 PAGE 3678 DISTANCE OF 206.28 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE S89°56'35"W, ALONG THE NORTH LINE OF LOT 7, OF SAID HIRAM WATERS GROVE A DISTANCE OF 331.29 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 6; THENCE N00°55'48"W, ALONG THE EAST LINE OF THE WEST 1/2 OF SAID LOT 6, A DISTANCE OF 205.75 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 1.994 ACRES, MORE OR LESS.

PARCEL 4:

THE WEST 80.00 FEET OF THE EAST 1/2 OF LOT 5, ACCORDING TO THE PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE, LOCATED IN THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, RECORDED IN MAP BOOK 3, PAGE 25, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THIS DESCRIPTION DESCRIBES THE LANDS IDENTIFIED IN OFFICIAL RECORDS BOOK 5694 PAGE 2672.

DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, BEGIN AT THE NORTH 1/4 CORNER OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, OCCUPIED BY A 2 INCH IRON PIPE WITH NO IDENTIFICATION, IN THE ASPHALT ROAD; THENCE S01°03'28"E, ALONG THE WEST LINE

OF THE NORTHEAST 1/4 OF SAID SECTION 21 AND THE WEST LINE HIRAM WATERS, MAP BOOK 3, PAGE 25 A DISTANCE OF 848.72 FEET TO THE NORTHWEST CORNER OF LOT 6, SAID HIRAM WATERS GROVE; THENCE DEPARTING SAID WEST LINE N89°51'00"E ALONG THE SOUTHERLY LINE OF LOT 5, SAID HIRAM WATERS GROVE AND THE WESTERLY PROJECTION OF THE SOUTH LINE OF THE LANDS DESCRIBED IN THE FOLLOWING OFFICIAL RECORDS BOOKS AND PAGES: 4262/2015, 1893/0720, 5694/2672, AND 3987/0178, A DISTANCE OF 331.74 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/2 SAID LOT 5, AND THE POINT OF BEGINNING; THENCE N00°55'48"W, ALONG EAST LINE OF THE WEST 1/2 OF SAID LOT 5, A DISTANCE OF 108.01 FEET TO THE NORTHWEST CORNER OF THE SOUTH 108.00 FEET OF THE EAST 1/2 OF SAID LOT 5; THENCE N89°51'00"E, ALONG THE NORTH LINE OF THE SOUTH 108.00 FEET OF SAID LOT 5, A DISTANCE OF 80.01 FEET TO THE NORTHEAST CORNER OF THE WEST 80.00 FEET OF THE SOUTH 108.00 FEET OF THE EAST 1/2 OF LOT 5; THENCE S00°55'48"E, ALONG THE EAST LINE OF THE WEST 80.00 FEET OF THE EAST 1/2 OF SAID LOT 5, A DISTANCE OF 108.01 TO SOUTHEAST CORNER OF THE WEST 80 FEET OF THE EAST 1/2 OF SAID LOT 5; THENCE S89°51'00"W, ALONG THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 80.01 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 0.198 ACRES, MORE OR LESS.

PARCEL 5:

THE EAST 80.00 FEET LESS THE EAST 20.00 FEET OF LOT 5, ACCORDING TO THE PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE, LOCATED IN THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, RECORDED IN MAP BOOK 3, PAGE 25, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THIS DESCRIPTION DESCRIBES THE LANDS IDENTIFIED IN OFFICIAL RECORDS BOOK 398 PAGE 0178.

DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, BEGIN AT THE NORTH 1/4 CORNER OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, OCCUPIED BY A 2 INCH IRON PIPE WITH NO IDENTIFICATION, IN THE ASPHALT ROAD; THENCE S01°03'28"E, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21 AND THE WEST LINE HIRAM WATERS, MAP BOOK 3, PAGE 25 A DISTANCE OF 848.72 FEET TO THE NORTHWEST CORNER OF LOT 6, SAID HIRAM WATERS GROVE; THENCE DEPARTING SAID WEST LINE N89°51'00"E ALONG THE SOUTHERLY LINE OF LOT 5, SAID HIRAM WATERS GROVE AND THE WESTERLY PROJECTION OF THE SOUTH LINE OF THE LANDS DESCRIBED IN THE FOLLOWING OFFICIAL RECORDS BOOKS AND PAGES: 4262/2015, 1893/0720, 5694/2672, AND 3987/0178, A DISTANCE OF 583.47 FEET TO THE SOUTHWEST CORNER OF THE EAST

80.00 FEET SAID LOT 5, AND THE POINT OF BEGINNING; THENCE N00°48'10"W, ALONG THE WEST LINE OF THE EAST 80.00 FEET OF SAID LOT 5, A DISTANCE OF 108.01 FEET TO THE NORTHWEST CORNER OF THE EAST 80.00 FEET OF THE SOUTH 108.00 FEET OF SAID LOT 5; THENCE N89°51'00"E, ALONG THE NORTH LINE OF THE SOUTH 108.00 FEET OF SAID LOT 5, A DISTANCE OF 60.00 FEET TO THE NORTHWEST CORNER OF THE EAST 20.00 FEET OF THE SOUTH 108.00 FEET OF SAID LOT 5; THENCE S00°48'10"E, ALONG THE WEST LINE OF THE EAST 20.00 FEET OF SAID LOT 5, A DISTANCE OF 108.01 FEET TO THE SOUTHWEST CORNER OF THE EAST 20.00 FEET OF SAID LOT 5; THENCE S89°51'00"W, ALONG THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 0.149 ACRES, MORE OR LESS

AND

VOLUSIA COUNTY PARCEL ID 702100000170 (PER VOLUSIA COUNTY PROPERTY APPRAISER - NO OTHER LEGAL DESCRIPTION FOUND OR PROVIDED):

21 17 30 NE 1/4 OF SW 1/4 OF NE 1/4 & W 1/2 OF SW 1/4 OF NE 1/4 EXC S 214.17 FT MEAS ON E/L & S 41.48 FT MEAS ON W/L

AND

VOLUSIA COUNTY PARCEL IDS 702101000210 & 702101000220 (PER VOLUSIA COUNTY OFFICIAL RECORDS BOOK 8267, PAGE 237):

PARCEL 1:

LOT 21, CLARK HARPER'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, SECTION 21 TOWNSHIP 17 SOUTH, RANGE 30 EAST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 9, PAGE 15 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

PARCEL 2:

LOTS 22 THROUGH 26, CLARK HARPER'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 9, PAGE 15, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

VOLUSIA COUNTY PARCEL ID 702101000190 (PER VOLUSIA COUNTY OFFICIAL RECORDS BOOK 6748, PAGE 2719):

LOT 19, CLARK HARPER'S SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 9, PAGE 15, OF THE CURRENT PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

ALL BEING MORE PARTICULARLY DESCRIBED AS:

DESCRIPTION (BY THIS SURVEYOR):

PARCEL 1

A PORTION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, LYING IN VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF BERESFORD AVENUE AND THE CENTERLINE OF AMELIA AVENUE AS SHOWN ON THE PLAT OF GOLF VIEW HEIGHTS AS RECORDED IN MAP BOOK 23, PAGE 175 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT BEING THE NORTHWEST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST; THENCE ALONG THE NORTH LINE OF SAID SECTION 21, N89°30'53"E, A DISTANCE OF 1,310.49 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE S01°00'41"E ALONG THE EAST LINE OF SAID WEST 1/2, A DISTANCE OF 1,038.57 TO THE NORTHEAST CORNER OF LOT 9 AS SHOWN ON THE PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE AS RECORDED IN MAP BOOK 3, PAGE 25 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S89°56'03"W ALONG THE NORTH LINE OF SAID LOT 9, A DISTANCE OF 25.00 FEET TO THE WEST RIGHT OF WAY LINE OF SOUTH GARFIELD AVENUE (AN APPARENT 50.00 FOOT RIGHT OF WAY) AND THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY LINE, S01°00'41"E, A DISTANCE OF 1,384.52 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE N89°30'37"W ALONG SAID NORTH LINE, A DISTANCE OF 634.69 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE S00°54'37"E ALONG THE WEST LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE

SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 314.57 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF EAST NEW HAMPSHIRE AVENUE; THENCE N89°22'19"W ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 630.29 FEET TO THE EAST RIGHT OF WAY LINE OF SOUTH AMELIA AVENUE; THENCE N00°48'29"W ALONG THE EAST RIGHT OF WAY OF AMELIA AVENUE (AN APPARENT 60.00 FOOT RIGHT OF WAY), A DISTANCE OF 1,890.21 FEET TO A POINT ON THE SOUTH LINE OF LOT 5 AS SHOWN ON THE PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE AS RECORDED IN MAP BOOK 3, PAGE 25 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N89°56'05"E ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 298.38 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/2 OF SAID LOT 5; THENCE N00°51'33"W ALONG THE EAST LINE OF THE WEST HALF OF SAID LOT 5, A DISTANCE OF 108.01 FEET TO THE NORTH LINE OF THE SOUTH 108.00 FEET OF SAID LOT 5; THENCE N89°56'05"E ALONG THE NORTH LINE OF THE SOUTH 108.00 FEET OF SAID LOT 5, A DISTANCE OF 308.29 FEET TO THE NORTHEAST CORNER OF THE WEST 60.00 FEET OF THE EAST 80.00 FEET OF THE SOUTH 108.00 FEET OF SAID LOT 5; THENCE S00°54'37"E ALONG THE EAST LINE OF THE WEST 60.00 FEET OF THE EAST 80.00 FEET OF SAID LOT 5, A DISTANCE OF 108.01 FEET TO THE SOUTH LINE OF SAID LOT 5; THENCE N89°56'05"E ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 20.00 FEET TO THE NORTHEAST CORNER OF LOT 6 AS SHOWN ON SAID PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE; THENCE S00°54'37"E ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 204.99 FEET TO THE NORTHWEST CORNER OF LOT 9 AS SHOWN ON SAID PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE; THENCE N89°56'03"E ALONG THE NORTH LINE OF SAID LOT 9, A DISTANCE OF 632.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 48.171 ACRES, MORE OR LESS.

PARCEL 2

LOTS 21 THROUGH 26, CLARK HARPER'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 9, PAGE 15, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST; THENCE N89°22'19"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 1,320.71 FEET TO THE

SOUTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF CLARK HARPER'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 9, PAGE 15, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N01°00'41"W ALONG THE EAST LINE OF CO SAID CLARK HARPER'S SUBDIVISION AND THE EAST LINE OF THE SOUTH HALF OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 326.18 FEET TO THE INTERSECTION OF THE EAST LINE OF THE SOUTH HALF OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21 AND THE EASTERLY EXTENSION OF THE SOUTH RIGHT OF WAY LINE OF MANSFIELD AVENUE AS SHOWN ON SAID CLARK HARPER'S SUBDIVISION; THENCE N89°30'37"W ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 20.01 FEET TO THE NORTHEAST CORNER OF LOT 19 OF SAID CLARK HARPER'S SUBDIVISION; THENCE CONTINUE N89°30'37"W ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 184.11 FEET TO THE NORTHEAST CORNER OF LOT 21 OF SAID CLARK HARPER'S SUBDIVISION AND THE POINT OF BEGINNING; THENCE S00°58'53"E ALONG THE EAST LINE OF SAID LOT 21, A DISTANCE OF 150.34 FEET TO THE SOUTHEAST CORNER OF SAID LOT 21; THENCE N89°26'28"W ALONG THE SOUTH LINE OF LOTS 21 THROUGH 26 OF SAID CLARK HARPER'S SUBDIVISION, A DISTANCE OF 301.95 FEET TO THE SOUTHWEST CORNER OF LOT 26; THENCE N00°55'55"W ALONG THE WEST LINE OF SAID LOT 26, A DISTANCE OF 149.97 FEET TO THE NORTHWEST CORNER OF SAID LOT 26, BEING ON THE SOUTH RIGHT OF WAY LINE OF SAID MANSFIELD AVENUE; THENCE S89°30'37"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 301.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.040 ACRES, MORE OR LESS.

PARCEL 3

LOT 19, CLARK HARPER'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 9, PAGE 15, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST; THENCE N89°22'19"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 1,320.71 FEET TO THE

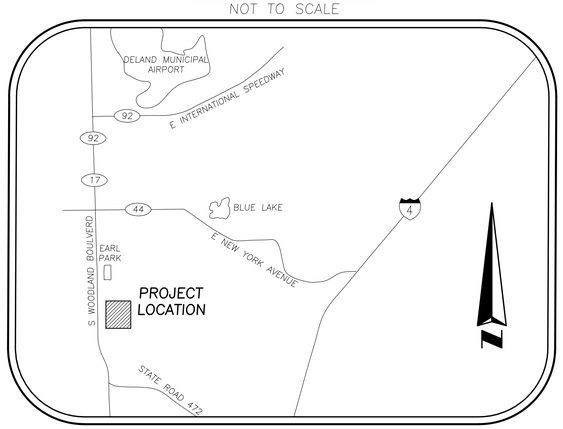
SOUTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF CLARK HARPER'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 9, PAGE 15, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N01°00'41"W ALONG THE EAST LINE OF SAID CLARK HARPER'S SUBDIVISION AND THE EAST LINE OF THE SOUTH HALF OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 326.18 FEET TO THE INTERSECTION OF THE EAST LINE OF THE SOUTH HALF OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21 AND THE EASTERLY EXTENSION OF THE SOUTH RIGHT OF WAY LINE OF MANSFIELD AVENUE AS SHOWN ON SAID CLARK HARPER'S SUBDIVISION; THENCE N89°30'37"W ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 20.01 FEET TO THE NORTHEAST CORNER OF LOT 19 OF SAID CLARK HARPER'S SUBDIVISION AND THE POINT OF BEGINNING; THENCE S01°00'41"E ALONG THE EAST LINE OF SAID LOT 19, A DISTANCE OF 50.19 FEET TO THE SOUTHEAST CORNER OF SAID LOT 19; THENCE N89°29'14”W ALONG THE SOUTH LINE OF SAID LOT 19, A DISTANCE OF 133.82 FEET TO THE SOUTHWEST CORNER OF SAID LOT 19; THENCE N00°59'23”W ALONG THE WEST LINE OF SAID LOT 19, A DISTANCE OF 50.13 FEET TO THE NORTHWEST CORNER OF SAID LOT 19, SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF SAID MANSFIELD AVENUE; THENCE S89°30'37”E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 133.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,710 SQUARE FEET, MORE OR LESS.

CITY OF DELAND PUBLIC WORKS COMPLEX

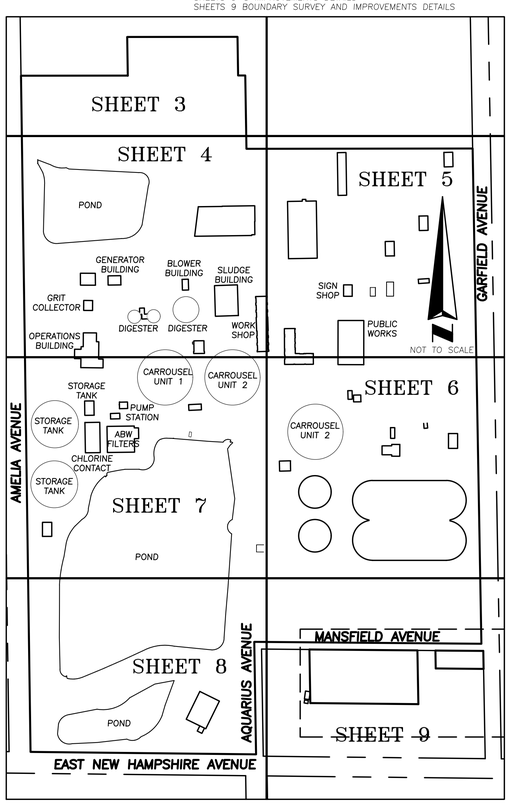
SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST
VOLUSIA COUNTY, DELAND, FLORIDA.

VICINITY MAP
NOT TO SCALE



SHEET LAYOUT

SHEET 1 COVER & KEY MAP
SHEETS 2 BOUNDARY SURVEY OVERALL SITE
SHEETS 3–8 IMPROVEMENTS DETAILS
SHEETS 9 BOUNDARY SURVEY AND IMPROVEMENTS DETAILS



DESCRIPTION

VOLUSIA COUNTY PARCEL ID 702100000180 (PER VOLUSIA COUNTY OFFICIAL RECORDS BOOK 1787, PAGE 798):

THE NORTH HALF (N 1/2) OF THE SE 1/4 OF THE SW 1/4 OF THE NE 1/4, SECTION 21 TOWNSHIP 17 SOUTH, RANGE 30 EAST, CONTAINING FIVE ACRES MORE OF LESS.

AND

VOLUSIA COUNTY PARCEL ID 702102000090 (PER VOLUSIA COUNTY OFFICIAL RECORDS BOOK 6466, PAGE 4530):

LOT 9, EXCEPT THE WEST 252.75 FEET THEREOF, PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 3, PAGE 25, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. LESS RIGHT-OF-WAY ON EAST.

AND

VOLUSIA COUNTY PARCEL ID 702100000171 & A PORTION OF VOLUSIA COUNTY PARCEL ID 702100000170 (PER VOLUSIA COUNTY OFFICIAL RECORDS BOOK 7578, PAGE 4747):

THE SOUTH ONE HALF (S 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4), SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

VOLUSIA COUNTY PARCEL IDS 702102000061, 702102000060, 702102000052 & 702102000050 (PER VOLUSIA COUNTY OFFICIAL RECORDS BOOK 8373, PAGE 552)

PARCEL 1:

THE WEST 1/2 OF LOT 6, LESS AND EXCEPT THE WESTERLY PORTION THEREOF OCCUPIED BY SOUTH AMELIA AVENUE, ACCORDING TO THE PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE, LOCATED IN THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, RECORDED IN MAP BOOK 3, PAGE 25, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THIS DESCRIPTION DESCRIBES THE LANDS IDENTIFIED IN OFFICIAL RECORDS BOOK 3766 PAGE 2062.

DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, BEGIN AT THE NORTH 1/4 CORNER OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, OCCUPIED BY A 2 INCH IRON PIPE WITH NO IDENTIFICATION, IN THE ASPHALT ROAD; THENCE S01°03'28"E, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21 AND THE WEST LINE HIRAM WATERS, MAP BOOK 3, PAGE 25, A DISTANCE OF 848.72 FEET TO THE NORTHWEST CORNER OF LOT 6, SAID HIRAM WATERS GROVE; THENCE DEPARTING SAID WEST LINE N89°51'00"E, ALONG THE SOUTHERLY LINE OF LOT 5, SAID HIRAM WATERS GROVE AND THE WESTERLY PROJECTION OF THE SOUTH LINE OF THE LANDS DESCRIBED IN THE FOLLOWING OFFICIAL RECORDS BOOKS AND PAGES: 4262/2015, 1893/0720, 5694/2672, AND 3987/0178, A DISTANCE OF 31.09 FEET TO THE EASTERLY RIGHT OF WAY OF SOUTH AMELIA AVENUE AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE OF LOT 5, N89°51'00"E, A DISTANCE OF 300.65 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/2 OF SAID LOT 5; THENCE S00°55'48"E, ALONG THE WEST LINE OF THE EAST 1/2 OF SAID LOT 6, A DISTANCE OF 205.75 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/2 OF SAID LOT 6; THENCE S89°56'35"W, ALONG THE NORTH LINE OF LOT 7, OF SAID HIRAM WATERS GROVE A DISTANCE OF 303.93 FEET TO THE EASTERLY LINE OF THE RIGHT OF WAY OF SOUTH AMELIA AVENUE AS NOW OCCUPIED; THENCE N00°00'58"W, ALONG SAID RIGHT OF WAY A DISTANCE OF 205.24 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 1.426 ACRES, MORE OR LESS.

PARCEL 2:

THE EAST 1/2 OF LOT 6, AND THE EAST 1/2 OF THE SOUTH 108.00 FEET OF LOT 5, LESS AND EXCEPT THE WEST 80.00 FEET AND THE EASE 80.00 FEET OF SAID LOT 5, ACCORDING TO THE PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE, LOCATED IN THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, RECORDED IN MAP BOOK 3, PAGE 25, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THIS DESCRIPTION DESCRIBES THE LANDS IDENTIFIED IN OFFICIAL RECORDS BOOK 1893 PAGE 0720.

DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, BEGIN AT THE NORTH 1/4 CORNER OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, OCCUPIED BY A 2 INCH IRON PIPE IN THE ASPHALT ROAD; THENCE S01°03'28"E, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21 AND THE WEST LINE HIRAM WATERS, MAP BOOK 3, PAGE 25 A DISTANCE OF 848.72 FEET TO THE NORTHWEST CORNER OF LOT 6, SAID HIRAM WATERS GROVE; THENCE DEPARTING SAID WEST LINE N89°51'00"E ALONG THE SOUTHERLY LINE OF LOT 5, SAID HIRAM WATERS GROVE AND THE WESTERLY PROJECTION OF THE SOUTH LINE OF THE LANDS DESCRIBED IN THE FOLLOWING OFFICIAL RECORDS BOOKS AND PAGES: 4262/2015, 1893/0720, 5694/2672, AND 3987/0178, A DISTANCE OF 331.74 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 5, AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE OF LOT 5, N89°51'00"E, A DISTANCE OF 80.01 FEET TO THE SOUTHEAST CORNER OF THE WEST 80.00 FEET OF THE EAST 1/2 OF SAID LOT 5; THENCE N00°55'48"W, ALONG THE EAST LINE OF THE WEST 80.00 FEET OF THE EAST 1/2 OF SAID LOT 5, A DISTANCE OF 108.01 FEET TO THE NORTHEAST CORNER OF THE EAST LINE OF THE WEST 80.00 FEET OF THE SOUTH 108.00 FEET OF SAID LOT 5; THENCE N89°51'00"E, ALONG THE NORTH LINE OF THE SOUTH 108.00 FEET OF SAID LOT 5, A DISTANCE OF 171.97 FEET TO THE NORTHWEST CORNER OF THE EAST 80 FEET OF THE SOUTH 108.00 FEET OF SAID LOT 5; THENCE S00°48'10"E, ALONG THE WEST LINE OF THE EAST 80.00 FEET OF SAID LOT 5, A DISTANCE OF 108.01 FEET TO THE SOUTHWEST CORNER OF THE EAST 80.00 FEET OF SAID LOT 5; THENCE N89°51'00"E, ALONG THE AFORESAID SOUTH LINE OF LOT 5, A DISTANCE OF 80.01 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5, AND THE WESTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5166 PAGE 3678; THENCE S00°48'10"E, ALONG THE EASTERLY LINE OF SAID LOT 6, AND SAID WEST LINE RECORDED IN OFFICIAL RECORDS BOOK 5166 PAGE 3678 DISTANCE OF 206.28 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE S89°56'35"W, ALONG THE NORTH LINE OF LOT 7, OF SAID HIRAM WATERS GROVE A DISTANCE OF 331.29 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 6; THENCE N00°55'48"W, ALONG THE EAST LINE OF THE WEST 1/2 OF SAID LOT 6, A DISTANCE OF 205.75 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 1.994 ACRES, MORE OR LESS.

PARCEL 4:

THE WEST 80.00 FEET OF THE EAST 1/2 OF LOT 5, ACCORDING TO THE PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE, LOCATED IN THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, RECORDED IN MAP BOOK 3, PAGE 25, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THIS DESCRIPTION DESCRIBES THE LANDS IDENTIFIED IN OFFICIAL RECORDS BOOK 5694 PAGE 2672.

DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, BEGIN AT THE NORTH 1/4 CORNER OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, OCCUPIED BY A 2 INCH IRON PIPE WITH NO IDENTIFICATION, IN THE ASPHALT ROAD; THENCE S01°03'28"E, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21 AND THE WEST LINE HIRAM WATERS, MAP BOOK 3, PAGE 25 A DISTANCE OF 848.72 FEET TO THE NORTHWEST CORNER OF LOT 6, SAID HIRAM WATERS GROVE; THENCE DEPARTING SAID WEST LINE N89°51'00"E ALONG THE SOUTHERLY LINE OF LOT 5, SAID HIRAM WATERS GROVE AND THE WESTERLY PROJECTION OF THE SOUTH LINE OF THE LANDS DESCRIBED IN THE FOLLOWING OFFICIAL RECORDS BOOKS AND PAGES: 4262/2015, 1893/0720, 5694/2672, AND 3987/0178, A DISTANCE OF 331.74 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 5, AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE OF LOT 5, N89°51'00"E, A DISTANCE OF 80.01 FEET TO THE SOUTHEAST CORNER OF THE WEST 80.00 FEET OF THE EAST 1/2 OF SAID LOT 5; THENCE N00°55'48"W, ALONG THE EAST LINE OF THE WEST 80.00 FEET OF THE EAST 1/2 OF SAID LOT 5, A DISTANCE OF 108.01 FEET TO THE NORTHEAST CORNER OF THE EAST LINE OF THE WEST 80.00 FEET OF THE SOUTH 108.00 FEET OF SAID LOT 5; THENCE N89°51'00"E, ALONG THE NORTH LINE OF THE SOUTH 108.00 FEET OF SAID LOT 5, A DISTANCE OF 171.97 FEET TO THE NORTHWEST CORNER OF THE EAST 80 FEET OF THE SOUTH 108.00 FEET OF SAID LOT 5; THENCE S00°48'10"E, ALONG THE WEST LINE OF THE EAST 80.00 FEET OF SAID LOT 5, A DISTANCE OF 108.01 FEET TO THE SOUTHWEST CORNER OF THE EAST 80.00 FEET OF SAID LOT 5; THENCE N89°51'00"E, ALONG THE AFORESAID SOUTH LINE OF LOT 5, A DISTANCE OF 80.01 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5, AND THE WESTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5166 PAGE 3678; THENCE S00°48'10"E, ALONG THE EASTERLY LINE OF SAID LOT 6, AND SAID WEST LINE RECORDED IN OFFICIAL RECORDS BOOK 5166 PAGE 3678 DISTANCE OF 206.28 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE S89°56'35"W, ALONG THE NORTH LINE OF LOT 7, OF SAID HIRAM WATERS GROVE A DISTANCE OF 331.29 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 6; THENCE N00°55'48"W, ALONG THE EAST LINE OF THE WEST 1/2 OF SAID LOT 6, A DISTANCE OF 205.75 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 0.198 ACRES, MORE OR LESS.

PARCEL 5:

THE EAST 80.00 FEET LESS THE EAST 20.00 FEET OF LOT 5, ACCORDING TO THE PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE, LOCATED IN THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, RECORDED IN MAP BOOK 3, PAGE 25, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THIS DESCRIPTION DESCRIBES THE LANDS IDENTIFIED IN OFFICIAL RECORDS BOOK 398 PAGE 0178.

DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, BEGIN AT THE NORTH 1/4 CORNER OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, OCCUPIED BY A 2 INCH IRON PIPE WITH NO IDENTIFICATION, IN THE ASPHALT ROAD; THENCE S01°03'28"E, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21 AND THE WEST LINE HIRAM WATERS, MAP BOOK 3, PAGE 25 A DISTANCE OF 848.72 FEET TO THE NORTHWEST CORNER OF LOT 6, SAID HIRAM WATERS GROVE; THENCE DEPARTING SAID WEST LINE N89°51'00"E ALONG THE SOUTHERLY LINE OF LOT 5, SAID HIRAM WATERS GROVE AND THE WESTERLY PROJECTION OF THE SOUTH LINE OF THE LANDS DESCRIBED IN THE FOLLOWING OFFICIAL RECORDS BOOKS AND PAGES: 4262/2015, 1893/0720, 5694/2672, AND 3987/0178, A DISTANCE OF 583.47 FEET TO THE SOUTHWEST CORNER OF THE EAST 80.00 FEET SAID LOT 5, AND THE POINT OF BEGINNING; THENCE N00°48'10"W, ALONG THE WEST LINE OF THE EAST 80.00 FEET OF SAID LOT 5, A DISTANCE OF 108.01 FEET TO THE NORTHWEST CORNER OF THE EAST 80.00 FEET OF THE SOUTH 108.00 FEET OF SAID LOT 5; THENCE N89°51'00"E, ALONG THE NORTH LINE OF THE SOUTH 108.00 FEET OF SAID LOT 5, A DISTANCE OF 60.00 FEET TO THE NORTHWEST CORNER OF THE EAST 20.00 FEET OF THE SOUTH 108.00 FEET OF SAID LOT 5; THENCE S00°48'10"E, ALONG THE WEST LINE OF THE EAST 20.00 FEET OF SAID LOT 5, A DISTANCE OF 108.01 FEET TO THE SOUTHWEST CORNER OF THE EAST 20.00 FEET OF SAID LOT 5; THENCE S89°51'00"W, ALONG THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 0.149 ACRES, MORE OR LESS

AND

VOLUSIA COUNTY PARCEL ID 702100000170 (PER VOLUSIA COUNTY PROPERTY APPRAISER – NO OTHER LEGAL DESCRIPTION FOUND OR PROVIDED):

21 17 30 NE 1/4 OF SW 1/4 OF NE 1/4 & W 1/2 OF SW 1/4 OF NE 1/4 EXC S 214.17 FT MEAS ON E/L & S 41.48 FT MEAS ON W/L

AND

VOLUSIA COUNTY PARCEL IDS 702101000210 & 702101000220 (PER VOLUSIA COUNTY OFFICIAL RECORDS BOOK 8267, PAGE 237):

PARCEL 1:

LOT 21, CLARK HARPER'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, SECTION 21 TOWNSHIP 17 SOUTH, RANGE 30 EAST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 9, PAGE 15 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

PARCEL 2:

LOTS 22 THROUGH 26, CLARK HARPER'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 9, PAGE 15, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

VOLUSIA COUNTY PARCEL ID 702101000190 (PER VOLUSIA COUNTY OFFICIAL RECORDS BOOK 6748, PAGE 2719):

LOT 19, CLARK HARPER'S SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 9, PAGE 15, OF THE CURRENT PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

ALL BEING MORE PARTICULARLY DESCRIBED AS:

DESCRIPTION (BY THIS SURVEYOR):

PARCEL 1

A PORTION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, LYING IN VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF BERESFORD AVENUE AND THE CENTERLINE OF AMELIA AVENUE AS SHOWN ON THE PLAT OF GOLF VIEW HEIGHTS AS RECORDED IN MAP BOOK 23, PAGE 175 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT BEING THE NORTHWEST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST; THENCE ALONG THE NORTH LINE OF SAID SECTION 21, N89°30'53"E, A DISTANCE OF 1,310.49 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE S01°00'41"E ALONG THE EAST LINE OF SAID WEST 1/2, A DISTANCE OF 1,038.57 TO THE NORTHEAST CORNER OF LOT 9 AS SHOWN ON THE PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE AS RECORDED IN MAP BOOK 3, PAGE 25 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S89°56'03"W ALONG THE NORTH LINE OF SAID LOT 9, A DISTANCE OF 25.00 FEET TO THE WEST RIGHT OF WAY LINE OF SOUTH GARFIELD AVENUE (AN APPARENT 50.00 FOOT RIGHT OF WAY) AND THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY LINE, S01°00'41"E, A DISTANCE OF 1,384.52 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE N89°30'37"W ALONG SAID NORTH LINE, A DISTANCE OF 634.69 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE S00°54'37"E ALONG THE WEST LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 314.57 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF EAST NEW HAMPSHIRE AVENUE; THENCE N89°22'19"W ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 630.29 FEET TO THE EAST RIGHT OF WAY LINE OF SOUTH AMELIA AVENUE; THENCE N00°48'29"W ALONG THE EAST RIGHT OF WAY OF AMELIA AVENUE (AN APPARENT 60.00 FOOT RIGHT OF WAY), A DISTANCE OF 1,890.21 FEET TO A POINT ON THE SOUTH LINE OF LOT 5 AS SHOWN ON THE PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE AS RECORDED IN MAP BOOK 3, PAGE 25 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N89°56'05"E ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 25.00 FEET TO THE NORTHEAST CORNER OF THE WEST 60.00 FEET OF THE SOUTH 108.00 FEET OF SAID LOT 5; THENCE N89°56'05"E ALONG THE NORTH LINE OF THE SOUTH 108.00 FEET OF SAID LOT 5, A DISTANCE OF 308.29 FEET TO THE NORTHEAST CORNER OF THE WEST 60.00 FEET OF THE EAST 80.00 FEET OF THE SOUTH 108.00 FEET OF SAID LOT 5; THENCE S00°54'37"E ALONG THE EAST LINE OF THE WEST 60.00 FEET OF THE EAST 80.00 FEET OF SAID LOT 5, A DISTANCE OF 108.01 FEET TO THE SOUTH LINE OF SAID LOT 5; THENCE N89°56'05"E ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 20.00 FEET TO THE NORTHEAST CORNER OF LOT 6 AS SHOWN ON SAID PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE; THENCE S00°54'37"E ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 204.99 FEET TO THE NORTHWEST CORNER OF LOT 9 AS SHOWN ON SAID PLAT OF THE ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE; THENCE N89°56'03"E ALONG THE NORTH LINE OF SAID LOT 9, A DISTANCE OF 632.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 48.171 ACRES, MORE OR LESS.

PARCEL 2

LOTS 21 THROUGH 26, CLARK HARPER'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 9, PAGE 15, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST; THENCE N89°22'19"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 1,320.71 FEET TO THE SOUTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF CLARK HARPER'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 9, PAGE 15, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N01°00'41"W ALONG THE EAST LINE OF CO SAID CLARK HARPER'S SUBDIVISION AND THE EAST LINE OF THE SOUTH HALF OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 326.18 FEET TO THE INTERSECTION OF THE EAST LINE OF THE SOUTH HALF OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21 AND THE EASTERLY EXTENSION OF THE SOUTH RIGHT OF WAY LINE OF MANSFIELD AVENUE AS SHOWN ON SAID CLARK HARPER'S SUBDIVISION; THENCE N89°30'37"W ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 20.01 FEET TO THE NORTHEAST CORNER OF LOT 19 OF SAID CLARK HARPER'S SUBDIVISION; THENCE CONTINUE N89°30'37"W ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 184.11 FEET TO THE NORTHEAST CORNER OF LOT 21 OF SAID CLARK HARPER'S SUBDIVISION AND THE POINT OF BEGINNING; THENCE S00°58'53"E ALONG THE EAST LINE OF SAID LOT 21, A DISTANCE OF 150.34 FEET TO THE SOUTHEAST CORNER OF SAID LOT 21; THENCE N89°26'28"W ALONG THE SOUTH LINE OF LOTS 21 THROUGH 26 OF SAID CLARK HARPER'S SUBDIVISION, A DISTANCE OF 301.95 FEET TO THE SOUTHWEST CORNER OF LOT 26; THENCE N00°55'55"W ALONG THE WEST LINE OF SAID LOT 26, A DISTANCE OF 149.97 FEET TO THE NORTHWEST CORNER OF SAID LOT 26, BEING ON THE SOUTH RIGHT OF WAY LINE OF SAID MANSFIELD AVENUE; THENCE S89°30'37"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 301.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.040 ACRES, MORE OR LESS.

PARCEL 3

LOT 19, CLARK HARPER'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 9, PAGE 15, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 30 EAST; THENCE N89°22'19"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 1,320.71 FEET TO THE SOUTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF CLARK HARPER'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 9, PAGE 15, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N01°00'41"W ALONG THE EAST LINE OF SAID CLARK HARPER'S SUBDIVISION AND THE EAST LINE OF THE SOUTH HALF OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 326.18 FEET TO THE INTERSECTION OF THE EAST LINE OF THE SOUTH HALF OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21 AND THE EASTERLY EXTENSION OF THE SOUTH RIGHT OF WAY LINE OF MANSFIELD AVENUE AS SHOWN ON SAID CLARK HARPER'S SUBDIVISION; THENCE N89°30'37"W ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 20.01 FEET TO THE NORTHEAST CORNER OF LOT 19 OF SAID CLARK HARPER'S SUBDIVISION AND THE POINT OF BEGINNING; THENCE S01°00'41"E ALONG THE EAST LINE OF SAID LOT 19, A DISTANCE OF 50.19 FEET TO THE SOUTHEAST CORNER OF SAID LOT 19; THENCE N89°29'14"W ALONG THE SOUTH LINE OF SAID LOT 19, A DISTANCE OF 133.82 FEET TO THE SOUTHWEST CORNER OF SAID LOT 19; THENCE N00°59'23"W ALONG THE WEST LINE OF SAID LOT 19, A DISTANCE OF 50.13 FEET TO THE NORTHWEST CORNER OF SAID LOT 19, SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF SAID MANSFIELD AVENUE; THENCE S89°30'37"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 133.80 FEET TO THE POINT OF BEGINNING.

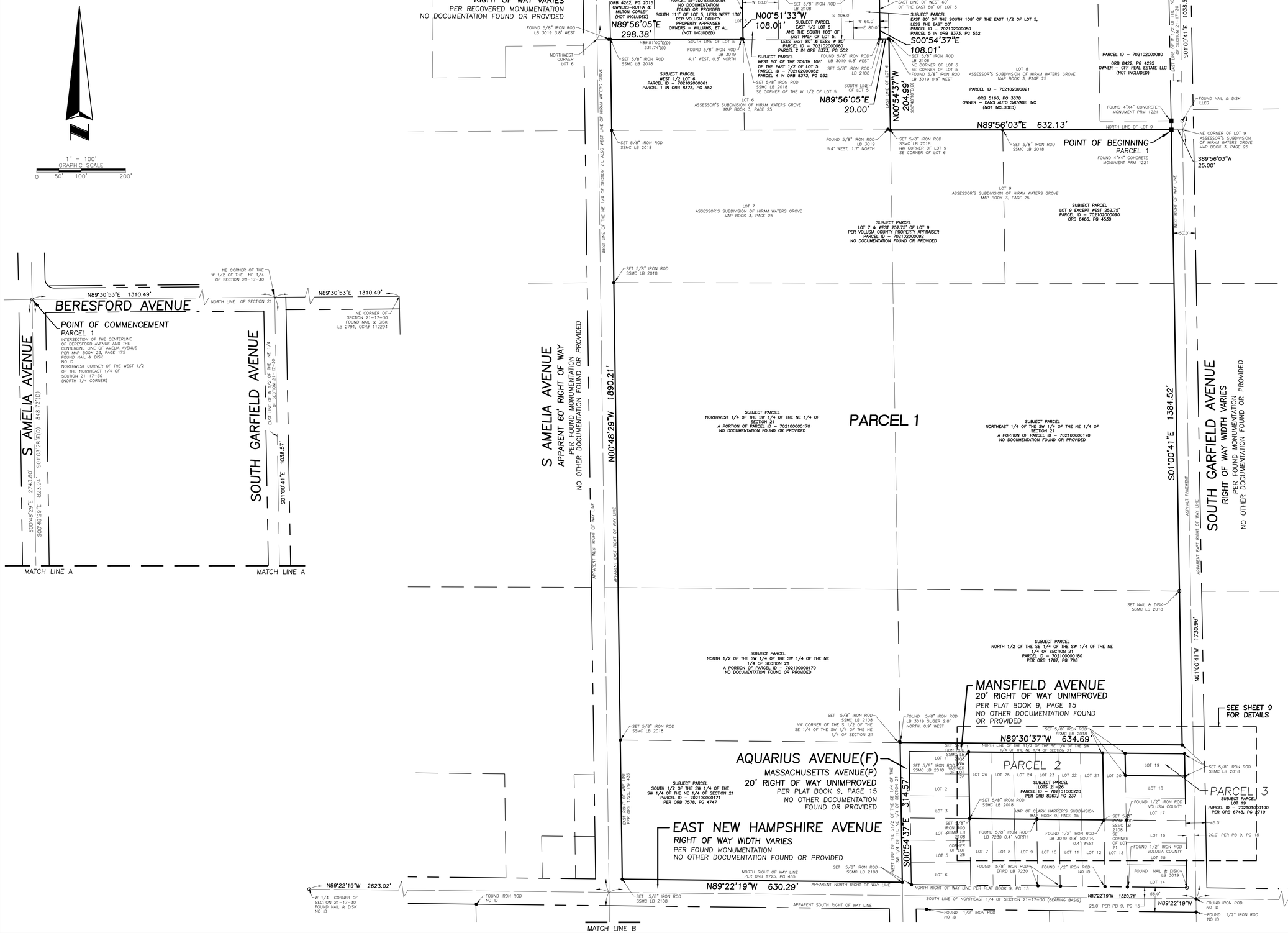
CONTAINING 6,710 SQUARE FEET, MORE OR LESS.

LEGEND & ABBREVIATIONS:

AC = AIR CONDITIONING UNIT	○ = IRON PIPE	⌖ = COMBINATION UTILITY POLE	LB = LICENSED BUSINESS
= AIR RELEASE VALVE	● = IRON ROD	= MAILBOX	PSM = PROFESSIONAL SURVEYOR AND MAPPER
= BURIED CABLE TV PEDESTAL	IRR = IRRIGATION VALVE	UM = UTILITY MARKER	ID = IDENTIFICATION
= BURIED ELECTRIC PEDESTAL	= LANDSCAPE LIGHTING	= WATER METER	ORB = OFFICIAL RECORDS BOOK
= BACKFLOW PREVENTER	= LIGHT POLE	= WATER VALVE	(P) = PLAT
= BENCH	LS = LIFT STATION	= YARD DRAIN	PG(S) = PAGE(S)
= BUSH	= MITERED END SECTION	–X– = CHAINLINK FENCE	(F) = FIELD
= BURIED TELEPHONE PEDESTAL	MW = MONITORING WELL	–O– = WOOD FENCE	TRAV.PT. = TRAVERSE POINT
= CONCRETE MONUMENT	= NAIL W/DISC	–OHL– = OVERHEAD UTILITY LINE	NAD = NORTH AMERICAN DATUM
= CLEAN OUT	= UTILITY POLE	= TREE/HEDGE LINE	NAVD = NORTH AMERICAN VERTICAL DATUM
= DRAINAGE MANHOLE	• = POST/BOLLARD	LA = LANDSCAPED AREA	SSMC = SOUTHEASTERN SURVEYING & MAPPING CORPORATION
= ELECTRIC FIXTURE	RCM = RECLAIMED WATER METER	PVC = POLYVINYL CHLORIDE PIPE	
= ELECTRIC MANHOLE	RCV = RECLAIMED WATER VALVE	DIP = DUCTILE IRON PIPE	
= ELECTRIC SERVICE METER	= SANITARY MANHOLE	FNM = METAL FENCE	
= FLAT GRATE INLET	= NON-TRAFFIC SIGN	EFX = ELECTRIC FIXTURE	
= FIRE HYDRANT	= SERVICE POLE	UM = UTILITY MARKER	
= FLAGPOLE	= SEWER VALVE	RCV = RECLAIMED WATER VALVE	
= DOWN GUY	= TRAFFIC SIGN		
= WATER SPIGOT	TK = TANK		
= HAND HOLE	TR = TRANSFORMER ON SLAB		
	VAULT = VAULT		

SURVEYOR'S REPORT:

1. UTILITY LOCATIONS IF SHOWN HEREON ARE BASED ON FIELD LOCATION OF MARKINGS BY UTILITY COMPANY REPRESENTATIVES, SURFACE FEATURES AND CONSTRUCTION PLANS FURNISHED TO THE SURVEYOR. ADDITIONAL SUB-SURFACE UTILITIES MAY EXIST THAT HAVE NOT BEEN FIELD LOCATED.
2. EASEMENTS OR RIGHTS OF WAY THAT APPEAR ON RECORDED PLANS OR THAT HAVE BEEN FURNISHED TO THE SURVEYOR BY OTHERS HAVE BEEN INCORPORATED INTO THIS DRAWING WITH APPROPRIATE NOTATION.
3. MINIMUM HORIZONTAL ACCURACY FOR THIS SURVEY IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J–17 REQUIREMENTS OF FLORIDA ADMINISTRATION CODE. THE MAP AND MEASUREMENT METHODS USED FOR THIS SURVEY MEET OR EXCEED THIS REQUIREMENT. THE DIMENSIONS SHOWN HEREON ARE IN UNITED STATES STANDARD FEET AND DECIMALS THEREOF.
4. THIS SURVEY DOES NOT DETERMINE OWNERSHIP OF THE LANDS SHOWN HEREON.
5. UNDERGROUND FOUNDATIONS HAVE NOT BEEN LOCATED.
6. SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. AND IF SHOWN HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 5J–17.062 AND F



SHEET NUMBER 2 OF 9
NOT VALID WITHOUT SHEETS 1 THROUGH 9

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION
550 South Highland Street
Mt. Dora, Florida 32757
(352) 343-4880
e-mail: info@southeasternsurveying.com
Certification Number LB#108

SSMC SUE • SURVEY • GIS

REVISION	BY	REVISION DATE

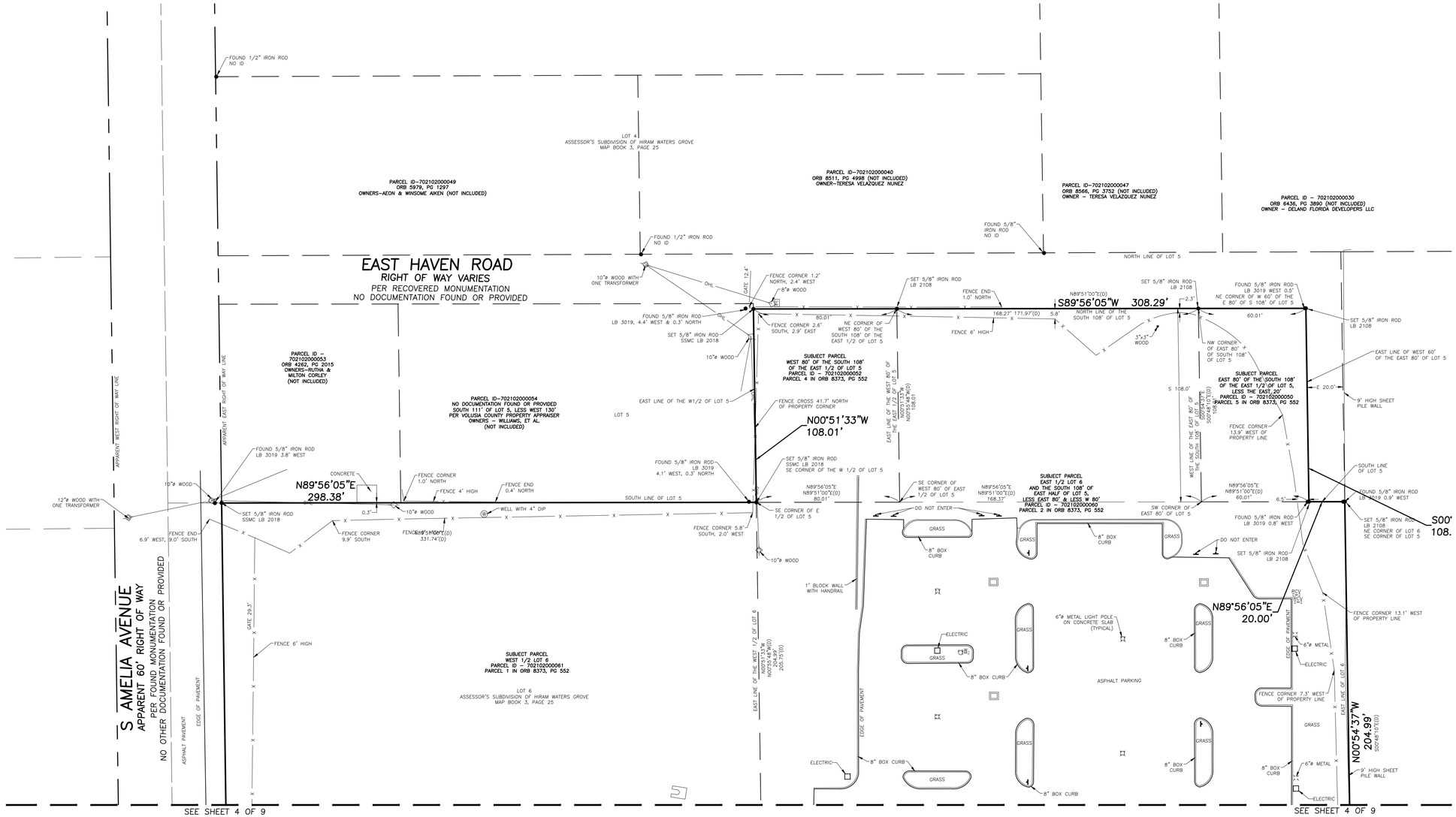
BOUNDARY SURVEY

Project: S. AMELIA AVENUE
DELAND, FLORIDA – 32724

Field Date: FEBRUARY 27, 2025 | Drawn By: JO | Scale: 1" = 30'

SEE SHEET 1 FOR NOTES, LEGEND AND DESCRIPTION.

DRAWING NUMBER
59575003
SHEET NUMBER
2 OF 9



1" = 30'
GRAPHIC SCALE
0 15' 30' 60'

SHEET NUMBER 3 OF 9
NOT VALID WITHOUT SHEETS 1 THROUGH 9

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REVISION	REVISION DATE	BY

BOUNDARY SURVEY
S. AMELIA AVENUE
DELAND, FLORIDA - 32724

Project:
Field Date: FEBRUARY 27, 2025
Drawn By: JO
Scale: 1" = 30'

SEE SHEET 1 FOR NOTES, LEGEND AND DESCRIPTION.

DRAWING NUMBER
59575003
SHEET NUMBER
3 OF 9

SEE SHEET 3 OF 9

SEE SHEET 3 OF 9

SEE SHEET 5 OF 9

SEE SHEET 7 OF 9

SEE SHEET 7 OF 9

S AMELIA AVENUE
APPARENT 60' RIGHT OF WAY
PER FOUND MONUMENTATION
NO OTHER DOCUMENTATION FOUND OR PROVIDED

APPARENT WEST RIGHT OF WAY LINE

APPARENT EAST RIGHT OF WAY LINE

EDGE OF PAVEMENT

ALUMINUM SKIMMER

LOT 6
ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE
MAP BOOK 3, PAGE 25

EAST LINE OF THE WEST 1/2 OF LOT 6

SW CORNER OF THE EAST 1/2 OF LOT 6

NORTH LINE LOT 7

N89°56'03"E
N89°56'35"E(D)
328.57'
331.29'(D)

SET 5/8" IRON ROD
SSMC LB 2018
NW CORNER OF LOT 9
SE CORNER OF LOT 6

FENCE 6' HIGH

FENCE 6.4' WEST OF PROPERTY LINE

FENCE 4.0' WEST OF PROPERTY LINE

FOUND 5/8" IRON ROD
LB 3019
5.4' WEST, 1.7' NORTH

SET 5/8" IRON ROD
SSMC LB 2018

WITNESS CORNER OF THE NORTH LINE OF HIRAM WATERS GROVE

12"ø WOOD

12"ø WOOD WITH 3 TRANSFORMERS

0.8' HEADWALL

WV ON CONCRETE

PVC STUB

APPROXIMATE EDGE OF WATER LINE
DATED=01/17/2025

RETENTION POND

LOT 7
ASSESSOR'S SUBDIVISION OF HIRAM WATERS GROVE
MAP BOOK 3, PAGE 25

GATE 24.3'

COMM ATnT

FENCE 6' HIGH

FENCE CORNER 8.4' WEST OF PROPERTY LINE

FENCE CORNER 5.8' EAST OF PROPERTY LINE

GATE MOTOR
CONCRETE
ELECTRIC

KEYPAD

WALL
CONCRETE

GATE MOTOR

GATE

2"ø METAL

12"ø WOOD

DIESEL TANK
CONCRETE

1 STORY
CONCRETE BLOCK

GENERATOR
BUILDING
1 STORY
CONCRETE BLOCK

LIGHT POLE ON 1'X1'
CONCRETE SLAB

12#WOOD

6"ø CONCRETE

4" PVC
STUB

CONCRETE
4" BOX CURB

6" DIP

8"ø WOOD

8" BOX CURB

GRASS

ASPHALT DRIVE

CONCRETE WALK

CONCRETE

EDGE OF PAVEMENT

KEYPAD

ASPHALT DRIVE

GATE MOTOR
CONCRETE
ELECTRIC

WALL
CONCRETE

GATE MOTOR

GATE

2"ø METAL

12"ø WOOD

FENCE CORNER 5.8' EAST OF PROPERTY LINE

GRASS

CONCRETE

157.9'

16.2'

12"ø WOOD

8"ø WOOD

SUBJECT PARCEL
NORTHWEST 1/4 OF THE SW 1/4 OF THE NE 1/4 OF SECTION 21
A PORTION OF PARCEL ID – 7021000000170
NO DOCUMENTATION FOUND OR PROVIDED

SUBJECT PARCEL
LOT 7 & WEST 252.75' OF LOT 9
PER VOLUSIA COUNTY PROPERTY APPRAISER
PARCEL ID – 7021020000092
NO DOCUMENTATION FOUND OR PROVIDED

ONE STORY ALUMINUM BUILDING

ALUMINUM COVERED AREA

CONCRETE PARKING & DRIVE

PATIO LINE

CONCRETE WALK

GROUND

UNKNOWN

CONCRETE PARKING & DRIVE

0.6'ø METAL

0.65' WALL

CONCRETE

COVERED CONCRETE ELECTRICAL ROOM

COMM

ELECTRIC

6"ø METAL

8" BOX CURB

6" DIP

2" DIP

CONCRETE

WATER VALVES ON 18"ø CONCRETE

10"ø WOOD

RCV/RCM

10"ø WOOD WITH ONE TRANSFORMER

UNKNOWN

LIFT STATION ON CONCRETE

ELECTRIC

RCM

CONCRETE WALK

GRIT COLLECTOR & COMMINUTOR

STEP

WET WELL

INFLUENT PUMP STATION
1 STORY
CONCRETE BLOCK

PUMP / MOTOR

LARGE TANK

18"ø METAL

12" FIBERGLASS (TYPICAL)

BUILDING OVERHANG

24.8'

28.1'

27.6'

24.8'

CONCRETE

GRASS

ASPHALT DRIVE

WALL

12" FIBERGLASS (TYPICAL)

BUILDING OVERHANG

CONCRETE WALK

GRASS

ASPHALT

LIGHT POLE ON 10'X10' CONCRETE

CONCRETE

COVERED CONCRETE

36.8'

24.6'

6.7'

GRASS

WEATHER STATION

ANTENNA ON 8"X8" CONCRETE POST

ELECTRIC

AIR CONDITIONING UNIT ON 3.4'X3.4' CONCRETE SLAB

AIR CONDITIONING UNIT ON 3'X3.8' CONCRETE SLAB

AC

38.7'

6.01'

7.32'

18.0'

OPERATIONS BUILDING

1 STORY
CONCRETE BUILDING

48.4'

139.0'

26.2'

CONCRETE WALK

CONCRETE WALK

AIR CONDITIONING UNIT ON 3.4'X3.4' CONCRETE SLAB

GRASS

CONCRETE WALK

COVERED CONCRETE

ASPHALT DRIVE

LIGHT POLE ON 10'X10' CONCRETE

2' CURB & GUTTER

3 UNKNOWN VALVES

CONCRETE WALK

COLUMN TYPICAL

BUILDING OVERHANG

ASPHALT

DIGESTER

3.0'

16.0'

1 STORY CONCRETE BLOCK

DIGESTER

FIBER OPTIC

STEP & HAND RAIL

GRASS

CONCRETE WALK

SEWER VALVE ON 18"X18"ø CONCRETE

WATER VALVE ON 18"X18" CONCRETE

LIGHT POLE ON 15"X15" CONCRETE

COMM

WATER VALVE ON 18"ø CONCRETE

6"ø METAL

ELECTRIC

8" DIP VERTICAL

16" DIP VERTICAL

12" DIP VERTICAL

SLUDGE PUMP STATION
1 STORY
CONCRETE BLOCK

8" DIP VERTICAL

1.0'

5.4'

30.1'

16" DIP VERTICAL

STEP & HANDRAIL

BLOWER BUILDING
1 STORY
CONCRETE BLOCK

12.4'

30.2'

30.1'

12.4'

ASPHALT DRIVE

CONCRETE

STEP

HANDRAIL

DIGESTER NO. 3

HANDRAIL

STEP

CONCRETE

GRASS

1 STORY
CONCRETE BLOCK AND METAL BUILDING

SLUDGE PROCESS BUILDING

64.1'

85.6'

85.7'

64.2'

LIGHT POLE ON CONCRETE SLAB

LIGHT POLE ON 10'X10' CONCRETE SLAB

LIGHT POLE ON 8"X8" CONCRETE SLAB

32.3'

VEHICLE STORAGE

2 STORY
CONCRETE BLOCK & METAL BUILDING

154.2'

CONCRETE PARKING

ASPHALT

28.1'

6"ø METAL

LIGHT POLE ON 12"X12" CONCRETE

WORK SHOP

32.3'

MAINTENANCE ALLEY

ASPHALT DRIVE

1" = 30'
GRAPHIC SCALE
0 15' 30' 60'

SHEET NUMBER 4 OF 9
NOT VALID WITHOUT SHEETS 1 THROUGH 9

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(352) 343-4880
e-mail: info@southeasternsurveying.com
Certification Number: LB2108

REVISION	BY	REVISION DATE

BOUNDARY SURVEY

Project:

S. AMELIA AVENUE
DELAND, FLORIDA – 32724

Scale: 1" = 30'

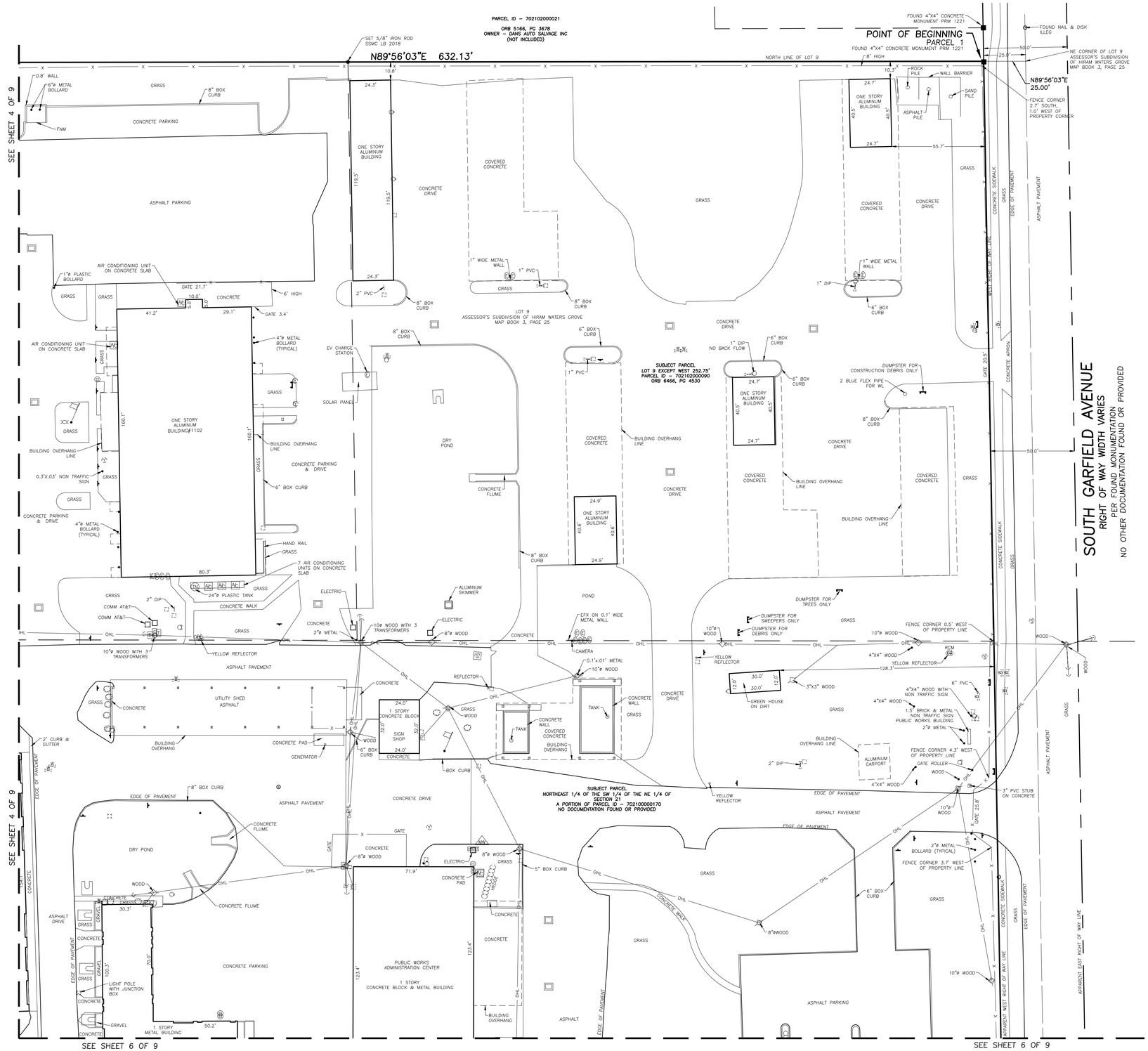
Drawn By: JO

Field Date: FEBRUARY 27, 2025

SEE SHEET 1 FOR NOTES, LEGEND AND DESCRIPTION.

DRAWING NUMBER
59575003

SHEET NUMBER
4 OF 9



SHEET NUMBER 5 OF 9
NOT VALID WITHOUT SHEETS
1 THROUGH 9

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BY	REVISION	REVISION DATE

BOUNDARY SURVEY

Project:

S. AMELIA AVENUE
DELAND, FLORIDA – 32724

Field Date: FEBRUARY 27, 2025 | Drawn By: JO | Scale: 1" = 30'

SEE SHEET 1 FOR NOTES,
LEGEND AND DESCRIPTION.

DRAWING NUMBER
59575003
SHEET
NUMBER
5 OF 9

SEE SHEET 5 OF 9

SEE SHEET 5 OF 9

SEE SHEET 7 OF 9

SEE SHEET 7 OF 9

SEE SHEET 9 OF 9

SEE SHEET 9 OF 9

1 STORY METAL BUILDING
AIR CONDITIONING UNIT ON 3'X3' CONCRETE SLAB
UNKNOWN
PLANTER
30.3'
EDGE OF PAVEMENT
80.3'
CONCRETE
CONCRETE
GRASS
8"ø WOOD
GRASS
OHL
1 STORY CONCRETE BLOCK & METAL BUILDING
72.0'
COVERED CONCRETE
8" WOOD
OHL
6" BOX CURB
YELLOW REFLECTOR
6" PVC STUB
8"ø WOOD
EDGE OF PAVEMENT
GRASS
ASPHALT PARKING
6" BOX CURB
ASPHALT DRIVE
REFLECTOR
PLASTIC YELLOW REFLECTORS
6" BOX CURB
EDGE OF PAVEMENT
ASPHALT DRIVE
SUBJECT PARCEL
NORTHEAST 1/4 OF THE SW 1/4 OF THE NE 1/4 OF SECTION 21
A PORTION OF PARCEL ID = 7021000000170
NO DOCUMENTATION FOUND OR PROVIDED
BC/ARCH 1:1
2' CURB & GUTTER
CONCRETE
UTILITY SHED
COVERED CONCRETE
11.2'
METAL SHED
24.0'
11.7'
20.4'
METAL BUILDING
19.2'
19.1'
20.4'
UTILITY SHED
CONCRETE
COVERED DIRT
TRASH ONLY
CARDBOARD ONLY
GRASS
BUILDING OVERHANG
GRASS
1" PVC STUB
ASPHALT DRIVE
2' CURB & GUTTER
GATE
DIRT DRIVE
CONCRETE SLAB
COVERED AREA
METAL SHED
LIGHT POLE ON 10"X10" CONCRETE SLAB
CAROUSEL UNIT NO. 3
ASPHALT DRIVE
11.9'
GREEN HOUSE
29.8'
30.0'
11.8'
CONCRETE
DIRT DRIVE
GROUND
25.5'
ONE STORY MASONRY ELECTRICAL BUILDING
41.4'
41.4'
25.5'
CONCRETE PAD
CONCRETE
56.1'
56.9'
27.0'
4.0'
22.6'
25.0'
SPLITTER STRUCTURE
33.0'
27.0'
22.6'
1.0' WIDE CONCRETE FOOTER
GENERATOR PAD
CONCRETE
CONCRETE
SEWER METER
STEP
LIGHT POLE ON 10"X10" CONCRETE SLAB
SLUDGE BUILDING
1 STORY METAL BUILDING
30.8'
28.1'
28.2'
30.7'
CONCRETE
AREA UNDER CONSTRUCTION
6' HIGH
6' HIGH
6' HIGH
EDGE OF PAVEMENT
206.3'
TANKS UNDER CONSTRUCTION
ASPHALT
35.3'
2" CURB & GUTTER
AREA UNDER CONSTRUCTION
CONCRETE WATER TREATMENT STRUCTURE UNDER CONSTRUCTION
SET NAIL & DISK SSMC LB 2018
0.6'
CONCRETE
OHE
CONCRETE APRON
TANKS UNDER CONSTRUCTION
37.3'
1.2'
ASPHALT DRIVE
OHL
DIRT DRIVE
4 EFXS
206.3'
CONCRETE SIDEWALK
GRASS
EDGE OF PAVEMENT
ASPHALT PAVEMENT
OHL
OHL
OHL
2.7'
3.8'
2.5'
SUBJECT PARCEL
NORTH 1/2 OF THE SE 1/4 OF THE SW 1/4 OF THE NE 1/4 OF SECTION 21
PARCEL ID = 7021000000180
PER ORB 1787, PG 798
GRASS
DIRT DRIVE
S01°00'41"E 1384.52'
N01°00'41"W 1730.96'
APPARENT WEST RIGHT OF WAY LINE
APPARENT EAST RIGHT OF WAY LINE
ASPHALT PAVEMENT

SOUTH GARFIELD AVENUE

RIGHT OF WAY WIDTH VARIES
PER FOUND MONUMENTATION
NO OTHER DOCUMENTATION FOUND OR PROVIDED

1" = 30'
GRAPHIC SCALE
0 15' 30' 60'

SHEET NUMBER 6 OF 9
NOT VALID WITHOUT SHEETS 1 THROUGH 9

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REVISION	BY
REVISION DATE	

BOUNDARY SURVEY

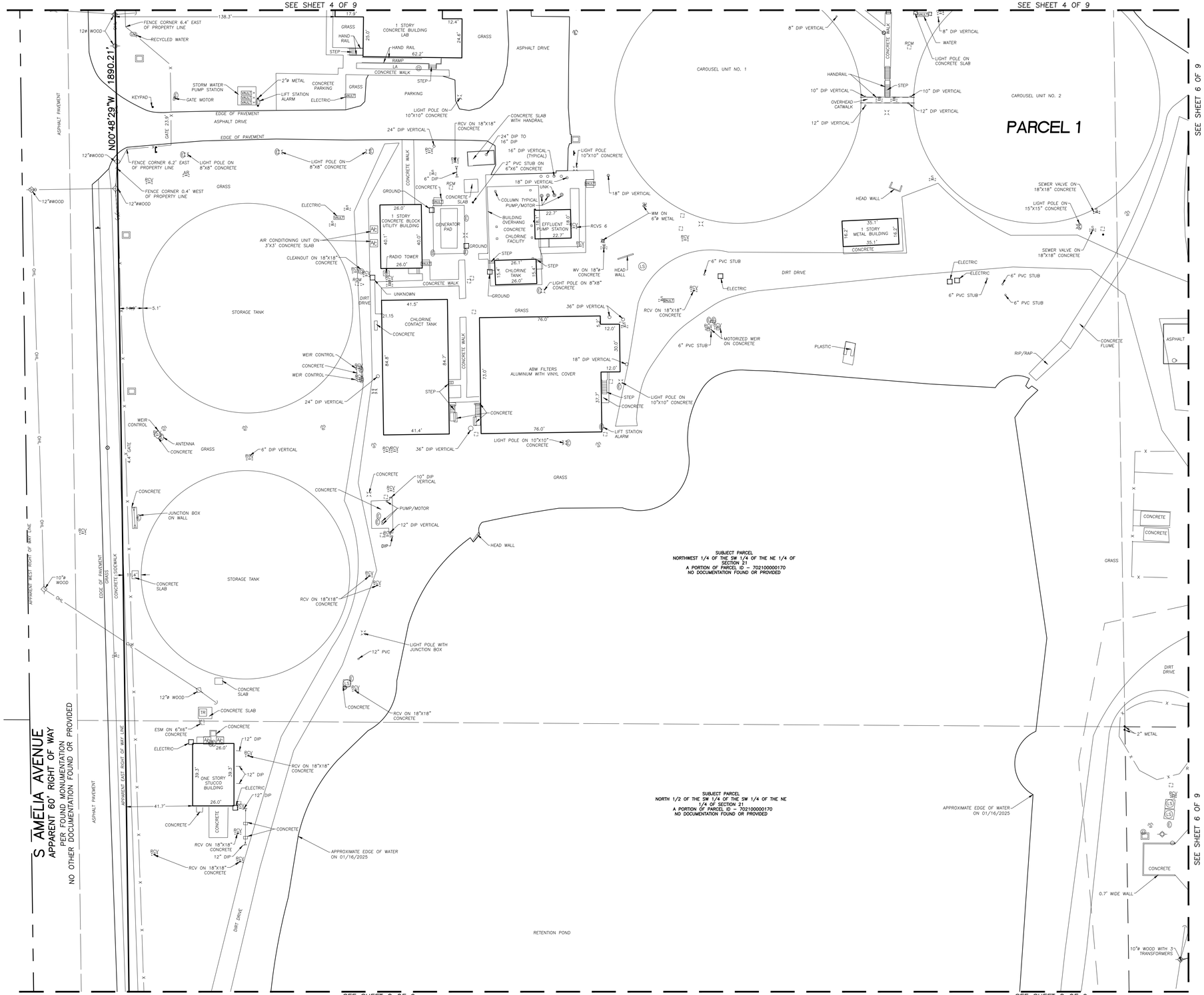
S. AMELIA AVENUE
DELAND, FLORIDA – 32724

Project:

Field Date: FEBRUARY 27, 2025 | Drawn By: JO | Scale: 1" = 30'

SEE SHEET 1 FOR NOTES, LEGEND AND DESCRIPTION.

DRAWING NUMBER
59575003
SHEET NUMBER
6 OF 9



SHEET NUMBER 7 OF 9
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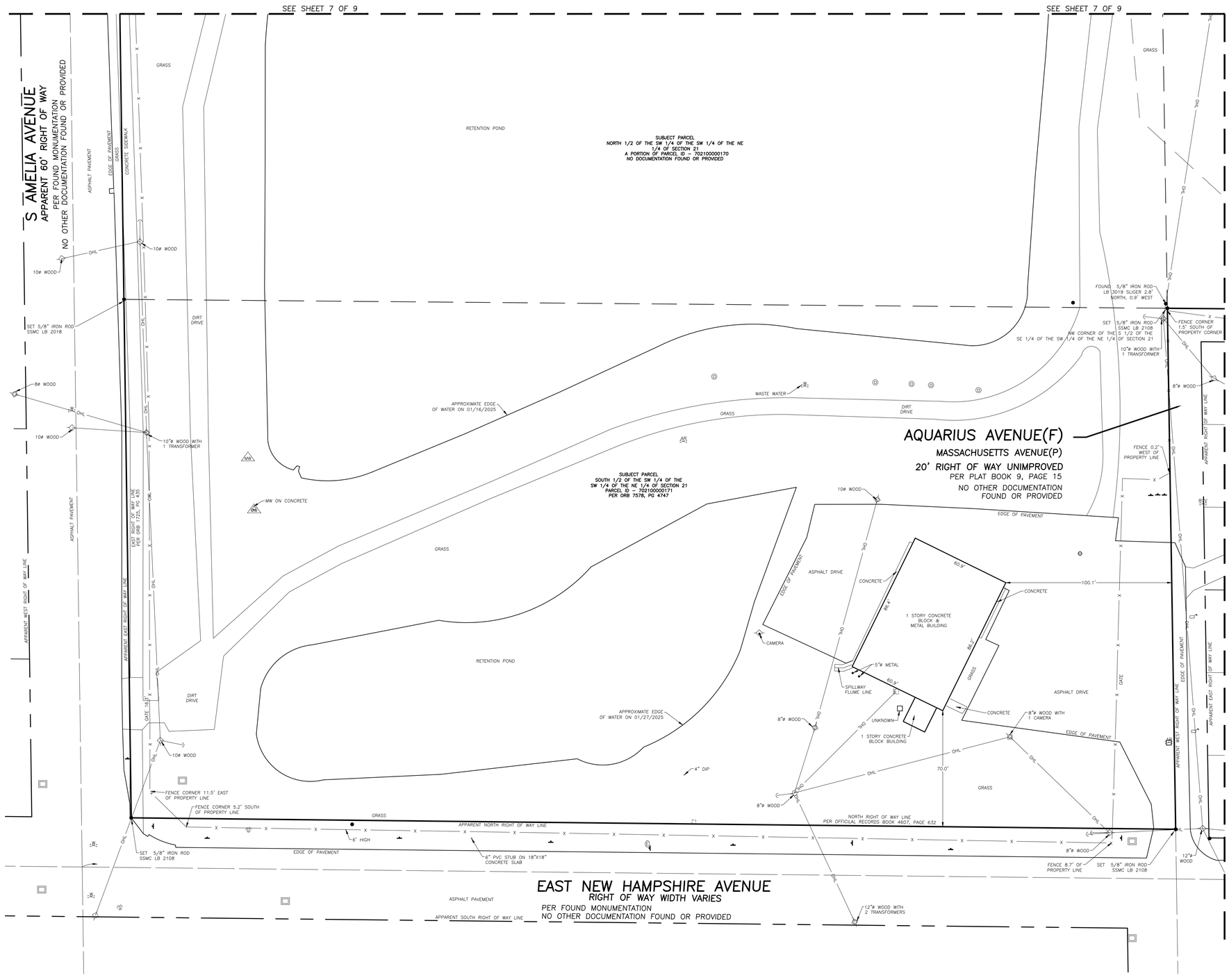
DRAWING NUMBER
59575003
SHEET NUMBER
7 OF 9



1" = 30'
GRAPHIC SCALE
0 15' 30' 60'

SHEET NUMBER 8 OF 9
NOT VALID WITHOUT SHEETS 1 THROUGH 9

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REVISION	BY	REVISION DATE

BOUNDARY SURVEY

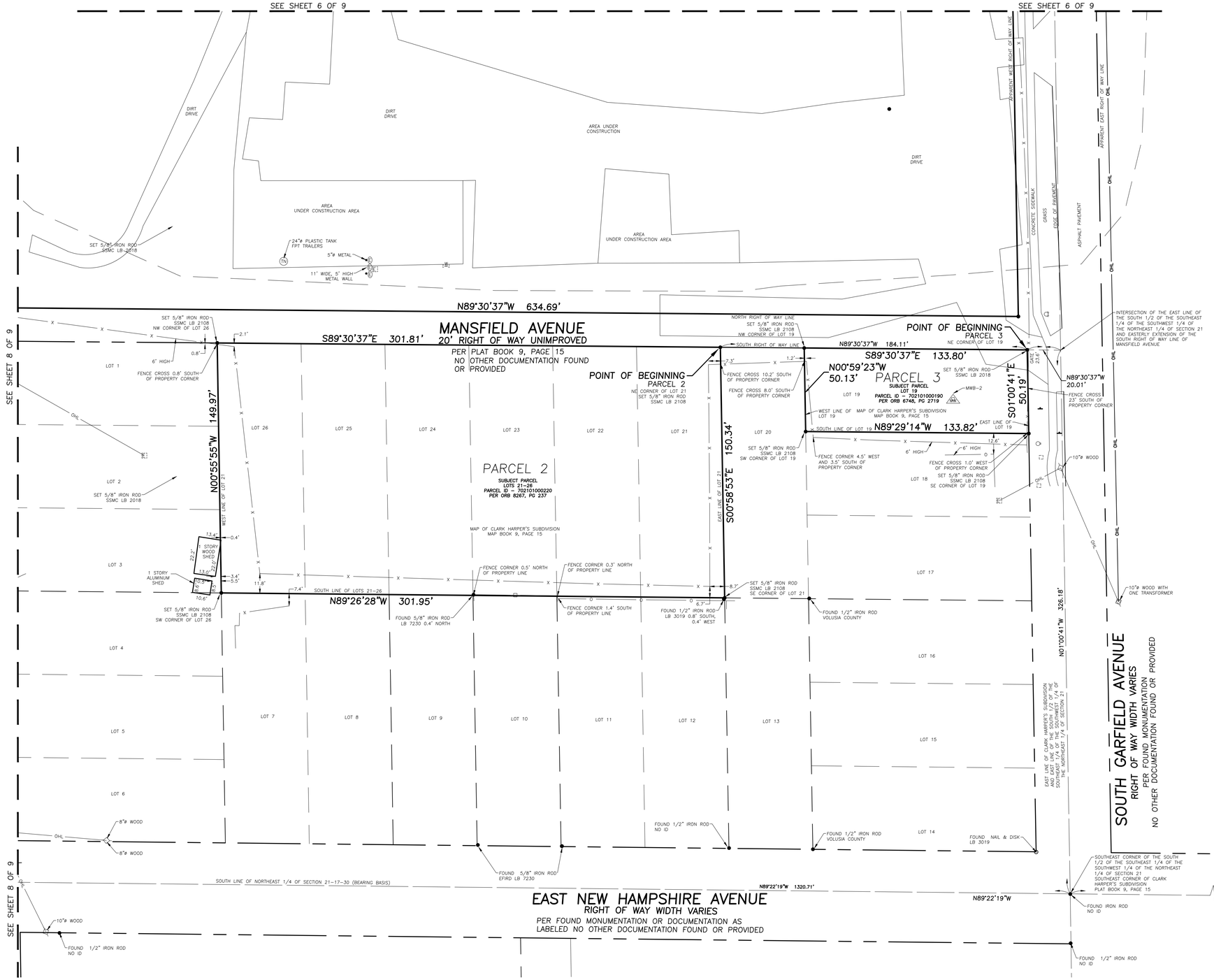
Project:
S. AMELIA AVENUE
DELAND, FLORIDA – 32724

Field Date: FEBRUARY 27, 2025
Drawn By: JO
Scale: 1" = 30'

SEE SHEET 1 FOR NOTES, LEGEND AND DESCRIPTION.

DRAWING NUMBER
59575003
SHEET NUMBER
8 OF 9

DETAILS FROM SHEET 2



1" = 30'
GRAPHIC SCALE
0 15' 30' 60'

SHEET NUMBER 9 OF 9
NOT VALID WITHOUT SHEETS 1 THROUGH 9

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BY	REVISION	REVISION DATE

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SEE SHEET 1 FOR NOTES, LEGEND AND DESCRIPTION.

DRAWING NUMBER
59575003
SHEET NUMBER
9 OF 9

PLANNING DEPARTMENT STAFF REPORT
TO
PLANNING BOARD

May 14, 2025

A. APPLICATION NO.: Z24-211

STAFF PLANNER: Kendall Story

APPLICANT: City of DeLand

REQUEST: Rezone from Volusia County R-4 (Residential) and City R-1 (Residential), to City R-1B (Residential)

APPLICABLE REGULATIONS:
Article XII ADMINISTRATION AND ENFORCEMENT
Sec. 33-135 – Procedure for text amendments & rezoning.

B. SITE FACTORS:

Location:	1101 S. Amelia Ave.
Size:	±46.97 acres
Land Use:	LDR, Low Density Residential (Institutional Overlay)
Existing Zoning:	VC R-4; R-1; R-8; R-4
Existing Use:	Public Services Campus

	SURROUNDING LAND USE:	SURROUNDING ZONING:
North:	VC: UMI (VC Urban Medium Intensity)	VC: R-4 (VC Single Family)
South:	EDU (Education); LDR (Low Density Res.)	R-1B (Single Family); E-1 (Education)
East:	MDR (Medium Density Res.); LDR (Low Density Res.)	RM (Mobile Home); R-1 (Single Family)
West:	HDR (High Density Residential), RD (Redevelopment)	C-2AC (Commercial Activity Core); R-16 (Multi Family)

C. ANALYSIS:

The City of DeLand's Public Services Campus is located between S. Garfield Ave. and S. Amelia Ave. Over the years, the city has acquired property and integrated it into the campus, expanding the overall site. The most recent additions include an annexation of ±1.14 acres of property (Lots 21-26 along with the adjacent Mansfield Ave. right-of-way), located on the south side of the Public Works Campus, approved on May 1, 2023, and ±2.28 acres of property located on Haven Rd., on the north side of the Public Works Campus, approved by the City Commission on August 23, 2023. At the time of annexation, the properties maintained their county land use and zoning. The city's

goal is to combine all of the acquired parcels into one large parcel, with a uniform land use, overlay and zoning district. Rezoning the property to R-1B, which is compatible with the underlying land use designation of LDR (Low Density Residential), is the third and final step.

The surrounding development is a mixture of residential land uses, with the Applewood Apartments to the west and the Hawthorne Hills mobile home development to the east. To the north of the subject property, it directly abuts the Central Florida Recycling Center and to the south is the DeLand Middle School.

Section 33-135 of the Land Development Regulations provides the following criteria, which the Planning Board and City Commission shall utilize in reviewing a rezoning request:

1. Is the proposed rezoning consistent with the Comprehensive Land Use Plan, the land use, zoning pattern and character of the surrounding area?

The development is consistent with the Comprehensive Plan with an underlying land use designation of LDR (Low Density Residential), with the Institutional Overlay. R-1B is compatible with the LDR land use designation, with the use permitted by application of the Institutional Overlay.

2. Will the proposed rezoning have an impact upon the environment or natural resources?

The rezoning of this property should not impact any environmental or natural resources, as it is an already-developed site. Any future development or redevelopment would be analyzed for environmental impacts at the time of site plan.

3. Will the proposed rezoning have an impact upon the economy of the affected area?

The rezoning will not have an impact upon the economy, as the property is already developed.

4. Will the proposed rezoning have an impact upon governmental services?

The use of the property is anticipated to have little to no impact on governmental services, as the property is already developed and existing services, such as police and fire, are already available.

5. Are there changes in the circumstances or conditions affecting the area since the original assignment of zoning that will support the proposed zoning?

The subject property is within the Institutional Overlay. Per the Comprehensive Plan, the land uses include publicly owned lands for police/fire stations, hospitals and public utilities and is located on an as-needed basis.

6. Was there a mistake in the original classification?

There was no known mistake in the original zoning classification. It was the city's intention to acquire adjacent property over time to add to the Public Services Campus to eventually combine all of the parcels into one.

7. Will the proposed rezoning have any effect upon the use or value of the affected area?

The proposed rezoning would allow the operation of the existing Public Services Campus to continue and will not have any effect upon the surrounding area, as the site is already developed.

8. Will the proposed rezoning have an impact upon public health, safety and welfare?

There will not be any adverse impacts upon public health, safety, or welfare as a result of this zoning change. This rezoning would make the property conforming and allow it to continue to operate and serve the citizens of DeLand.

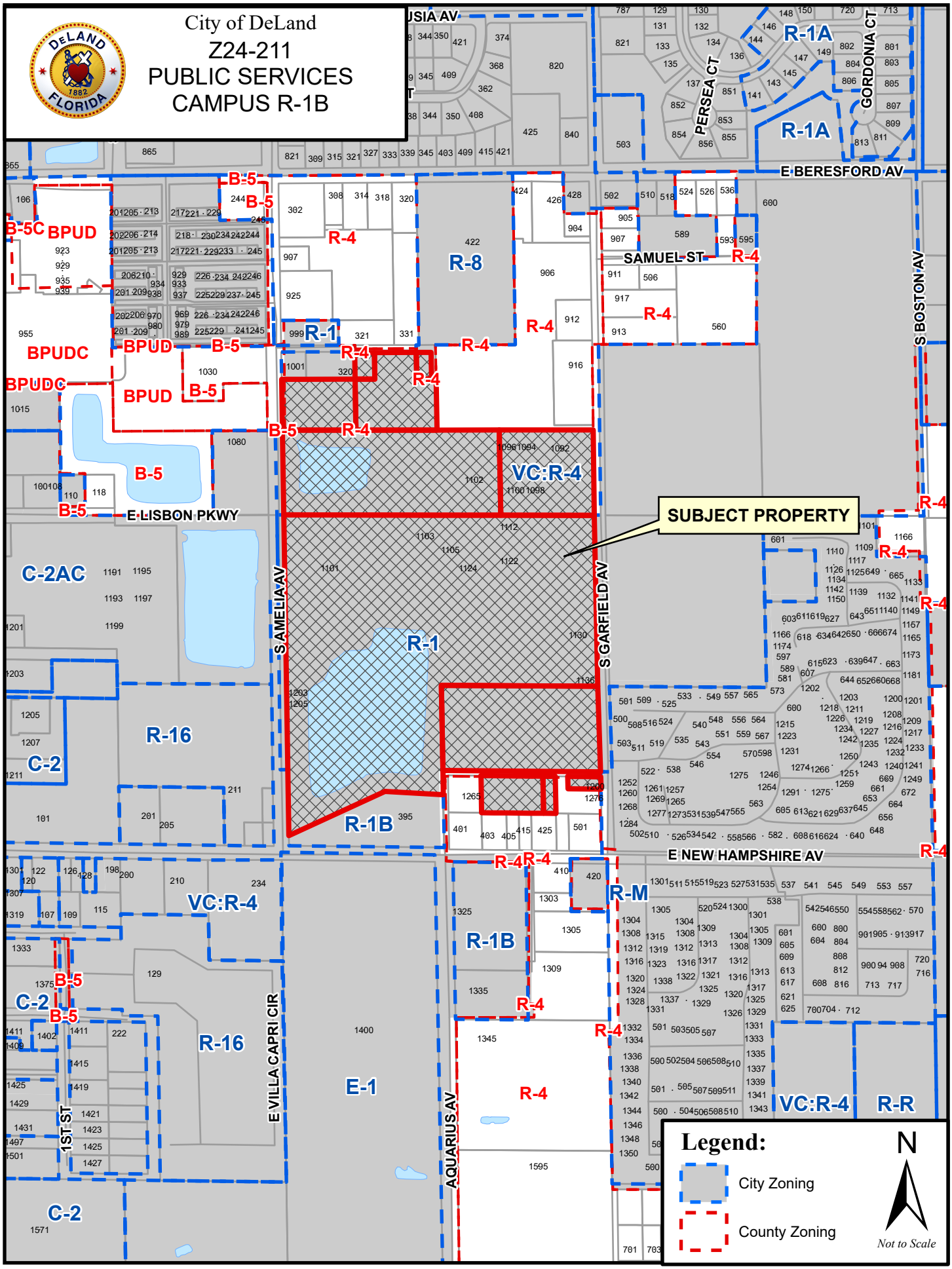
D. CONCLUSION:

The City of DeLand is proposing to rezone the subject property to R-1B, which is compatible with the LDR (Low Density Residential) future land use and Institutional Overlay, which includes the recently annexed parcels on Mansfield Ave. and Haven Rd.

E. STAFF RECOMMENDATION:

Staff recommends that the Planning Board forward the application to the City Commission with a recommendation of approval for the request to rezone from Volusia County R-4 and City R-1 to R-1B.

City of DeLand
Z24-211
PUBLIC SERVICES
CAMPUS R-1B
SUBJECT PROPERTY
E VOLUSIA AV
E BERESFORD AV
E LISBON PKWY
E NEW HAMPSHIRE AV
GRANT AV
S WOODLAND BLVD
S AMELIA AV
S GARFIELD AV
S BOSTON AV
E VILLA CAPRI CIR
AQUARIUS AV
R-1B
C-2
B-5
B-5C
BPUD
BPUDC
B-5C BPUDC
C-2AC
R-16
R-4
R-1
R-R
R-1AA
VC:R-4
E-1
PD
BR
Legend:
City Zoning
County Zoning
N
Not to Scale


City of DeLand
Z24-211
PUBLIC SERVICES
CAMPUS R-1B
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E BERESFORD AV
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SAMUEL ST
S BOSTON AV
S GARFIELD AV
S AMELIA AV
E VILLA CAPRI CIR
AQUARIUS AV
PERSEA CT
GORDONIA CT
1ST ST
R-1A
R-1
R-1B
R-4
R-8
R-M
R-R
VC:R-4
R-16
E-1
C-2
C-2AC
B-5
B-5C
BPUD
BPUDC
Legend:
City Zoning
County Zoning
N
Not to Scale

CITY OF DELAND
Request for Commission Action
June 16, 2025

SUBJECT: Consideration re Purchase of Property Adjacent to Utility Campus Located at 1265 Aquarius Avenue.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: Contract signed by Sellers, Contract signed by buyer (City), 1265 Aquarius Exhibit

APPROVED BY: Michael Grebosz, Asst. City Manager, June 11, 2025

SUMMARY/HIGHLIGHT:

The City's utility and public works campus is undergoing a major development related to the sewer plant upgrades. As the plant footprint expands, the City has looked to acquire additional land adjacent to the campus. A residential home on a lot adjacent to the campus, and surrounded on three sides by city owned property has been listed for sale. The City has obtained a contract for the purchase of this property. In order to consummate the purchase, the City Commission must approve the acquisition. Funds for the acquisition would come from the City's utility fund.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High value government.

SUSTAINABILITY:

The current waste water treatment plant expansion and upgrade is vital to the sustainability efforts of the City and its utility operations in particular. This property acquisition is in a key location to support any necessary future expansion of the utility campus.

FISCAL IMPACT:

The purchase price for the property is $320,000. The City is paying closing costs of several thousand dollars and will reimburse our contracted acquisition agent. The City will also obtain a survey and phase one environmental assessment during the due diligence period. All included the total cost of acquisition will be approximately $340,000. This is included in the budget amendment being presented at this meeting for City Commission approval, with funding coming from Water and Sewer Fund reserves.

RECOMMENDATION:

Approve the purchase pursuant to the attached purchase and sale agreement.

BACKGROUND/DISCUSSION:

The City has strategically acquired properties surrounding the utility plant / public works campus. The attached exhibit shows the properties owned by the City on the southern side of the campus. When properties come up for sale in the area, the City staff endeavors to acquire them. If this property is acquired, the City can also abandon a portion of the opened and unopened Aquarius Avenue right-of-way in the area, which will go into the City's ownership by virtue of owning the land on both sides of the right-of-way. The property last sold for

$303,000 in August of 2023. The property is listed for sale at $349,900 and it is a beautiful home on the inside with updated cabinets, appliances, etc. The City will need to determine what to do with the home on the property.

AS IS Residential Contract For Sale And Purchase
THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

, Branz & Paul, LLP
142 East New York Avenue
DeLand. FL 32724
(386) 734-3020

PARTIES: ***MATIANA LETICIA GARCIA RIVERO AND GARCIA BRYAN A GONZALEZ*** ("Seller"), and ***CITY OF DELAND*** ("Buyer"), agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and any riders and addenda ("Contract"):

1. PROPERTY DESCRIPTION:

(a) Street address, city, zip: ***1265 AQUARIUS AVENUE***

(b) Located in: ***VOLUSIA*** County, Florida. Property Tax ID #: ***7021-01-00-0010***

(c) Real Property: The legal description is ***21-17-30 LOTS 1 TO 3 HARPER SUB MB 9 PG 15 PER OR 2082 PG 1750 PER OR 5698 PG 0527 PER OR 5710 PG 4909 PER OR 5792 PGS 2099-2100 PER OR 7145 PG 3086 PER OR 8331 PG 0713 PER OR 8347 PG 4174 PER OR 8455 PG 0422***

together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or by other terms of this Contract.

(d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s), doorbell(s), television wall mount(s) and television mounting hardware, security gate and other access devices, mailbox keys, and storm shutters/storm protection items and hardware ("Personal Property").
Other Personal Property items included in this purchase are: _____

Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

(e) The following items are excluded from the purchase: ***detached utility shed.***

PURCHASE PRICE AND CLOSING

2. PURCHASE PRICE (U.S. currency): ..... **$** ***320,000.00***

(a) Initial deposit to be held in escrow in the amount of **(checks subject to Collection)** ..... $ ***10,000.00***
The initial deposit made payable and delivered to "Escrow Agent" named below
(CHECK ONE): (i) ☐ accompanies offer or (ii) ☒ is to be made within ***3*** (if left blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii) SHALL BE DEEMED SELECTED.
Escrow Agent Name: ***First Choice Title ATTN: Missy Elkins***
Address: ***112 West Indiana Avenue, Suite 102, DeLand, FL 32720*** Phone: ***386-878-2930***
Email: _____ Fax: ***386-878-2940***

(b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10) days after Effective Date ..... $ _____
(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

(c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8..... _____

(d) Other: _____ ..... $ _____

(e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other Collected funds (See STANDARD S) ..... $ ***310,000.00***

3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

(a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before ***June 6, 2025***, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.

(b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed and delivered this offer or final counter-offer ("Effective Date").

4. CLOSING; CLOSING DATE: The closing of this transaction shall occur when all funds required for closing are received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions of

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this Contract, the Closing shall occur on ***7 days after expiration of Inspection Period.*** ("Closing Date"), at the time established by the Closing Agent.

5. EXTENSION OF CLOSING DATE:

(a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7 days.

(b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be extended as provided in STANDARD G.

6. OCCUPANCY AND POSSESSION:

(a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall have accepted the Property in its existing condition as of time of taking occupancy, see Rider T PRE-CLOSING OCCUPANCY BY BUYER.

(b) ☐ **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

7. ASSIGNABILITY: (CHECK ONE): Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☐ may not assign this Contract. IF NO BOX IS CHECKED, THEN BUYER MAY NOT ASSIGN THIS CONTRACT.

FINANCING

8. FINANCING:

☒ (a) This is a cash transaction with no financing contingency.

☐ (b) This Contract is contingent upon, within _____ (if left blank, then 30) days after Effective Date ("Loan Approval Period"): (1) Buyer obtaining approval of a ☐ conventional ☐ FHA ☐ VA or ☐ other _____ (describe) mortgage loan for purchase of the Property for a **(CHECK ONE):** ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____(if left blank, then 30) years ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required for lender to provide Financing for Buyer and proceed to Closing ("Appraisal").

(i) Buyer shall make application for Financing within _____ (if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of Paragraph 8(b)(1) and (2), above, ("Loan Approval") within the Loan Approval Period and, thereafter, to close this Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval unless Rider V is attached.

Buyer's failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited to, timely furnishing all documents and information required by Buyer's mortgage broker and lender and paying for Appraisal and other fees and charges in connection with Buyer's application for Financing.

(ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions of Loan Approval. Buyer authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status

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and progress and release preliminary and finally executed closing disclosures and settlement statements, as appropriate and allowed, to Seller and Broker.

(iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within Loan Approval Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

(iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vi) If Buyer has timely provided either written notice provided for in Paragraph 8b(iii), above, and Buyer thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

☐ (c) Assumption of existing mortgage (see Rider D for terms).

☐ (d) Purchase money note and mortgage to Seller (see Rider C for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) **COSTS TO BE PAID BY SELLER:**

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- Charges for FIRPTA withholding and reporting
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Seller's Closing Services
- Other: _____

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11, a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) **COSTS TO BE PAID BY BUYER:**

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Other: _____
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9(c)(iii) is checked)
- Buyer's Closing Services

(c) **TITLE EVIDENCE AND INSURANCE:** At least ***15*** (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance, or other evidence of title covering the Real Property, Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium and title search (collectively, "Owner's Policy and Charges") shall be paid as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search"

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means a search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body, authority or agency.

"Closing Services" shall have the meaning ascribed to that term in Section 627.7711(1)(a), F.S.; each party shall bear their own Closing Services fees payable to Closing Agent or such other provider(s) as each party may select.

(CHECK ONE):

☐ (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges. Buyer shall pay premiums for any lender's title policy and endorsements; or

☒ (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and premiums for any lender's title policy and endorsements; or

☐ (iii) [**MIAMI-DADE/BROWARD REGIONAL PROVISION**]**:** Buyer shall designate Closing Agent and pay for premiums for owner's title policy, any lender's title policy and endorsements, and any post-Closing continuation. Seller shall pay actual costs for: (A) a title search or continuation of title evidence acceptable to Buyer's title insurance underwriter, not to exceed $_____ (if left blank, then $200.00); (B) tax search; and (C) municipal lien search.

(d) **SURVEY:** At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ☒ N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed $_____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**

☒ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

☐ (b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be deemed selected for such assessment(s).

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79, F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"

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or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within ***30*** (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.

(e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

(f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.

(g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**

(h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

(i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.

(j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. PROPERTY MAINTENANCE: Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

(a) ***PROPERTY INSPECTIONS AND RIGHT TO CANCEL: Buyer shall have 30 (if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.***

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(b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.

(c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.

(d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become Collected shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.

In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

14. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

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Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract.

(b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

(a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).

(b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) - (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

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(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASE INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s)("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

F. TIME: Time is of the essence in this Contract. Calendar days, based on where the Property is located, shall be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5 U.S.C. Sec. 6103(a)), or a day on which a national legal public holiday is observed because it fell on a Saturday or Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a day on which a national legal public holiday is observed.

G. FORCE MAJEURE: Buyer or Seller shall not be required to exercise or perform any right or obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the right or obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed,

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caused or prevented by a Force Majeure event. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents performance, non-performance, or the availability of services, insurance or required approvals essential to Closing. All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however, if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **FinCEN GTO REPORTING OBLIGATION**. If Closing Agent is required to comply with a U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Order ("GTO"), then Buyer shall provide Closing Agent with essential information and documentation related to Buyer and its Beneficial Owners, including photo identification, and related to the transaction contemplated by this Contract which are required to complete mandatory reporting, including the Currency Transaction Report; and Buyer consents to Closing Agent's collection and report of said information to IRS**.**

(iv) **PROCEDURE:** The deed shall be recorded upon Collection of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to Collection of all closing funds,** disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment

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is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5% or receive a refund of the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public or official records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may only be made by mail, facsimile transmission, personal delivery or email. A facsimile or electronic copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "Collection" or "Collected" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been Collected in Closing Agent's accounts.

T. RESERVED.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

V. FIRPTA TAX WITHHOLDING: If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service

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(IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.
(i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.
(ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS.
(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.
(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.
(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

W. RESERVED

X. BUYER WAIVER OF CLAIMS: ***To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming*** **by, through, under or against the Buyer.** ***This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.***

ADDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached addenda or riders and incorporated into this Contract (**Check if applicable**):

- ☐ A. Condominium Rider
- ☐ B. Homeowners' Assn.
- ☐ C. Seller Financing
- ☐ D. Mortgage Assumption
- ☐ E. FHA/VA Financing
- ☐ F. Appraisal Contingency
- ☐ G. Short Sale
- ☐ H. Homeowners'/Flood Ins
- I. RESERVED
- ☐ J. Interest-Bearing Acct.
- K. RESERVED
- L. RESERVED
- ☐ M. Defective Drywall
- ☐ N. Coastal Construction Control Line
- ☐ O. Insulation Disclosure
- ☐ P. Lead Paint Disclosure (Pre-1978)
- ☐ Q. Housing for Older Persons
- ☐ R. Rezoning
- ☐ S. Lease Purchase/ Lease Option
- ☐ T. Pre-Closing Occupancy
- ☐ U. Post-Closing Occupancy
- ☐ V. Sale of Buyer's Property
- ☐ W. Back-up Contract
- ☐ X. Kick-out Clause
- ☐ Y. Seller's Attorney Approval
- ☐ Z. Buyer's Attorney Approval
- ☐ AA. Licensee Property Interest
- ☐ BB. Binding Arbitration
- ☐ CC. Miami-Dade County Special Taxing District Disclosure
- ☐ DD. Seasonal/Vacation Rentals
- ☐ EE. PACE Disclosure
- ☐ FF. Credit Related to Buyers Broker Compensation
- ☐ GG. Sellers Agreement with Respect to Buyers Broker Compensation
- ☐ Other:_____

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20. ADDITIONAL TERMS:

Closing agent is Missy Elkins, First Choice Title 386-878-2930.
Closing Date is to be 7 days after expiration of Inspection Period.
Listing agent to receive disbursement from seller's proceeds at closing equal to 1.5% of the final sale price.
Seller may remove detached utility shed from the property prior to closing.
Buyer agrees to pay all closing costs with the exception of prorated taxes and any assessments or other liens.

SIGNATURE BY THE CITY IS CONTINGENT UPON APPROVAL OF THE CITY COMMISSION.

COUNTER-OFFER

☐ Seller counters Buyer's offer.

[The remainder of this page is intentionally left blank.

This Contract continues with Line 610 on Page 13 of 13.]

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THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

Signed by:
Seller: _____ Date: 6/3/2025
2FC80817E6D1424...

Firmado por:
Seller: Mariana Leticia Garcia Date: 6/3/2025
AD2E427744C644B...

Buyer's address for purposes of notice
City of DeLand c/o Aeriel A. McCann, Esq.
142 East New York Avenue
DeLand, Florida 32724

Seller's address for purposes of notice
_____
_____
_____

BROKER: Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Contract shall not modify any offer of compensation made by Seller or Listing Broker to Cooperating Brokers.

_____ ***Christopher Rosser***
Cooperating Sales Associate, if any **Listing Sales Associate**

_____ ***Redfin Corporation***
Cooperating Broker, if any **Listing Broker**

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PARTIES: *MATIANA LETICIA GARCIA RIVERO AND GARCIA BRYAN A GONZALEZ* ("Seller"), and *CITY OF DELAND* ("Buyer"), agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and any riders and addenda ("Contract"):

1. PROPERTY DESCRIPTION:

(a) Street address, city, zip: *1265 AQUARIUS AVENUE*

(b) Located in: *VOLUSIA* County, Florida. Property Tax ID #: *7021-01-00-0010*

(c) Real Property: The legal description is *21-17-30 LOTS 1 TO 3 HARPER SUB MB 9 PG 15 PER OR 2082 PG 1750 PER OR 5698 PG 0527 PER OR 5710 PG 4909 PER OR 5792 PGS 2099-2100 PER OR 7145 PG 3086 PER OR 8331 PG 0713 PER OR 8347 PG 4174 PER OR 8455 PG 0422*

together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or by other terms of this Contract.

(d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s), doorbell(s), television wall mount(s) and television mounting hardware, security gate and other access devices, mailbox keys, and storm shutters/storm protection items and hardware ("Personal Property").
Other Personal Property items included in this purchase are: _____
Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

(e) The following items are excluded from the purchase: *detached utility shed.*

PURCHASE PRICE AND CLOSING

2. PURCHASE PRICE (U.S. currency): ..... $ *320,000.00*

(a) Initial deposit to be held in escrow in the amount of **(checks subject to Collection)** ..... $ *10,000.00*
The initial deposit made payable and delivered to "Escrow Agent" named below
(CHECK ONE): (i) ☐ accompanies offer or (ii) ☒ is to be made within *3* (if left blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii) SHALL BE DEEMED SELECTED.
Escrow Agent Name: *First Choice Title ATTN: Missy Elkins*
Address: *112 West Indiana Avenue, Suite 102, DeLand, FL 32720* Phone: *386-878-2930*
Email: _____ Fax: *386-878-2940*

(b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10) days after Effective Date ..... $ _____
(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

(c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 ..... _____

(d) Other: _____ ..... $ _____

(e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other Collected funds (See STANDARD S) ..... $ *310,000.00*

3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

(a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before *June 6, 2025*, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.

(b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed and delivered this offer or final counter-offer ("Effective Date").

4. CLOSING; CLOSING DATE: The closing of this transaction shall occur when all funds required for closing are received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions of

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this Contract, the Closing shall occur on *7 days after expiration of Inspection Period.* ("Closing Date"), at the time established by the Closing Agent.

5. EXTENSION OF CLOSING DATE:

(a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7 days.

(b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be extended as provided in STANDARD G.

6. OCCUPANCY AND POSSESSION:

(a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall have accepted the Property in its existing condition as of time of taking occupancy, see Rider T PRE-CLOSING OCCUPANCY BY BUYER.

(b) ☐ **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

7. ASSIGNABILITY: (CHECK ONE): Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☐ may not assign this Contract. IF NO BOX IS CHECKED, THEN BUYER MAY NOT ASSIGN THIS CONTRACT.

FINANCING

8. FINANCING:

☒ (a) This is a cash transaction with no financing contingency.

☐ (b) This Contract is contingent upon, within _____ (if left blank, then 30) days after Effective Date ("Loan Approval Period"): (1) Buyer obtaining approval of a ☐ conventional ☐ FHA ☐ VA or ☐ other _____ (describe) mortgage loan for purchase of the Property for a **(CHECK ONE):** ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____(if left blank, then 30) years ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required for lender to provide Financing for Buyer and proceed to Closing ("Appraisal").

(i) Buyer shall make application for Financing within _____ (if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of Paragraph 8(b)(1) and (2), above, ("Loan Approval") within the Loan Approval Period and, thereafter, to close this Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval unless Rider V is attached.

Buyer's failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited to, timely furnishing all documents and information required by Buyer's mortgage broker and lender and paying for Appraisal and other fees and charges in connection with Buyer's application for Financing.

(ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions of Loan Approval. Buyer authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status

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and progress and release preliminary and finally executed closing disclosures and settlement statements, as appropriate and allowed, to Seller and Broker.

(iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within Loan Approval Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

(iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vi) If Buyer has timely provided either written notice provided for in Paragraph 8b(iii), above, and Buyer thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

☐ (c) Assumption of existing mortgage (see Rider D for terms).

☐ (d) Purchase money note and mortgage to Seller (see Rider C for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) **COSTS TO BE PAID BY SELLER:**

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- Charges for FIRPTA withholding and reporting
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Seller's Closing Services
- Other: _____

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11, a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) **COSTS TO BE PAID BY BUYER:**

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Other: _____
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9(c)(iii) is checked)
- Buyer's Closing Services

(c) **TITLE EVIDENCE AND INSURANCE:** At least *15* (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance, or other evidence of title covering the Real Property, Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium and title search (collectively, "Owner's Policy and Charges") shall be paid as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search"

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means a search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body, authority or agency.

"Closing Services" shall have the meaning ascribed to that term in Section 627.7711(1)(a), F.S.; each party shall bear their own Closing Services fees payable to Closing Agent or such other provider(s) as each party may select.

(CHECK ONE):

☐ (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges. Buyer shall pay premiums for any lender's title policy and endorsements; or

☒ (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and premiums for any lender's title policy and endorsements; or

☐ (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Buyer shall designate Closing Agent and pay for premiums for owner's title policy, any lender's title policy and endorsements, and any post-Closing continuation. Seller shall pay actual costs for: (A) a title search or continuation of title evidence acceptable to Buyer's title insurance underwriter, not to exceed $_____ (if left blank, then $200.00); (B) tax search; and (C) municipal lien search.

(d) **SURVEY:** At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ☒ N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed $_____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**

☒ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

☐ (b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be deemed selected for such assessment(s).

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79, F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"

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or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within *30* (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.

(e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

(f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.

(g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**

(h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

(i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.

(j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. PROPERTY MAINTENANCE: Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

(a) ***PROPERTY INSPECTIONS AND RIGHT TO CANCEL: Buyer shall have 30 (if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.***

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(b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.

(c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.

(d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become Collected shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.

In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

14. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

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Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract.

(b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

(a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).

(b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) - (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

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(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASE INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s)("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

F. TIME: Time is of the essence in this Contract. Calendar days, based on where the Property is located, shall be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5 U.S.C. Sec. 6103(a)), or a day on which a national legal public holiday is observed because it fell on a Saturday or Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a day on which a national legal public holiday is observed.

G. FORCE MAJEURE: Buyer or Seller shall not be required to exercise or perform any right or obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the right or obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed,

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caused or prevented by a Force Majeure event. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents performance, non-performance, or the availability of services, insurance or required approvals essential to Closing. All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however, if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **FinCEN GTO REPORTING OBLIGATION**. If Closing Agent is required to comply with a U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Order ("GTO"), then Buyer shall provide Closing Agent with essential information and documentation related to Buyer and its Beneficial Owners, including photo identification, and related to the transaction contemplated by this Contract which are required to complete mandatory reporting, including the Currency Transaction Report; and Buyer consents to Closing Agent's collection and report of said information to IRS.

(iv) **PROCEDURE:** The deed shall be recorded upon Collection of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to Collection of all closing funds,** disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment

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is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5% or receive a refund of the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public or official records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may only be made by mail, facsimile transmission, personal delivery or email. A facsimile or electronic copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "Collection" or "Collected" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been Collected in Closing Agent's accounts.

T. RESERVED.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

V. FIRPTA TAX WITHHOLDING: If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service

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(IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.
(i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.
(ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS.
(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.
(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.
(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

W. RESERVED

X. BUYER WAIVER OF CLAIMS: ***To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming*** **by, through, under or against the Buyer.** ***This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.***

ADDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached addenda or riders and incorporated into this Contract (**Check if applicable**):

- ☐ A. Condominium Rider
- ☐ B. Homeowners' Assn.
- ☐ C. Seller Financing
- ☐ D. Mortgage Assumption
- ☐ E. FHA/VA Financing
- ☐ F. Appraisal Contingency
- ☐ G. Short Sale
- ☐ H. Homeowners'/Flood Ins
- I. RESERVED
- ☐ J. Interest-Bearing Acct.
- K. RESERVED
- L. RESERVED
- ☐ M. Defective Drywall
- ☐ N. Coastal Construction Control Line
- ☐ O. Insulation Disclosure
- ☐ P. Lead Paint Disclosure (Pre-1978)
- ☐ Q. Housing for Older Persons
- ☐ R. Rezoning
- ☐ S. Lease Purchase/ Lease Option
- ☐ T. Pre-Closing Occupancy
- ☐ U. Post-Closing Occupancy
- ☐ V. Sale of Buyer's Property
- ☐ W. Back-up Contract
- ☐ X. Kick-out Clause
- ☐ Y. Seller's Attorney Approval
- ☐ Z. Buyer's Attorney Approval
- ☐ AA. Licensee Property Interest
- ☐ BB. Binding Arbitration
- ☐ CC. Miami-Dade County Special Taxing District Disclosure
- ☐ DD. Seasonal/Vacation Rentals
- ☐ EE. PACE Disclosure
- ☐ FF. Credit Related to Buyers Broker Compensation
- ☐ GG. Sellers Agreement with Respect to Buyers Broker Compensation
- ☐ Other: _____

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20. ADDITIONAL TERMS:

Closing agent is Missy Elkins, First Choice Title 386-878-2930.
Closing Date is to be 7 days after expiration of Inspection Period.
Listing agent to receive disbursement from seller's proceeds at closing equal to 1.5% of the final sale price.
Seller may remove detached utility shed from the property prior to closing.
Buyer agrees to pay all closing costs with the exception of prorated taxes and any assessments or other liens.

SIGNATURE BY THE CITY IS CONTINGENT UPON APPROVAL OF THE CITY COMMISSION.

COUNTER-OFFER

☐ Seller counters Buyer's offer.

[The remainder of this page is intentionally left blank.

This Contract continues with Line 610 on Page 13 of 13.]

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THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

City of DeLand

By: Buyer: Michael Grebosz Date: 6/3/2025

Michael Grebosz, Acting City Manager

Buyer: _____ Date: _____

Seller: _____ Date: _____

Seller: _____ Date: _____

Buyer's address for purposes of notice	Seller's address for purposes of notice
City of DeLand c/o Aeriel A. McCann, Esq.	
142 East New York Avenue	
DeLand, Florida 32724	

BROKER: Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Contract shall not modify any offer of compensation made by Seller or Listing Broker to Cooperating Brokers.

	Christopher Rosser
Cooperating Sales Associate, if any	**Listing Sales Associate**
	Redfin Corporation
Cooperating Broker, if any	**Listing Broker**

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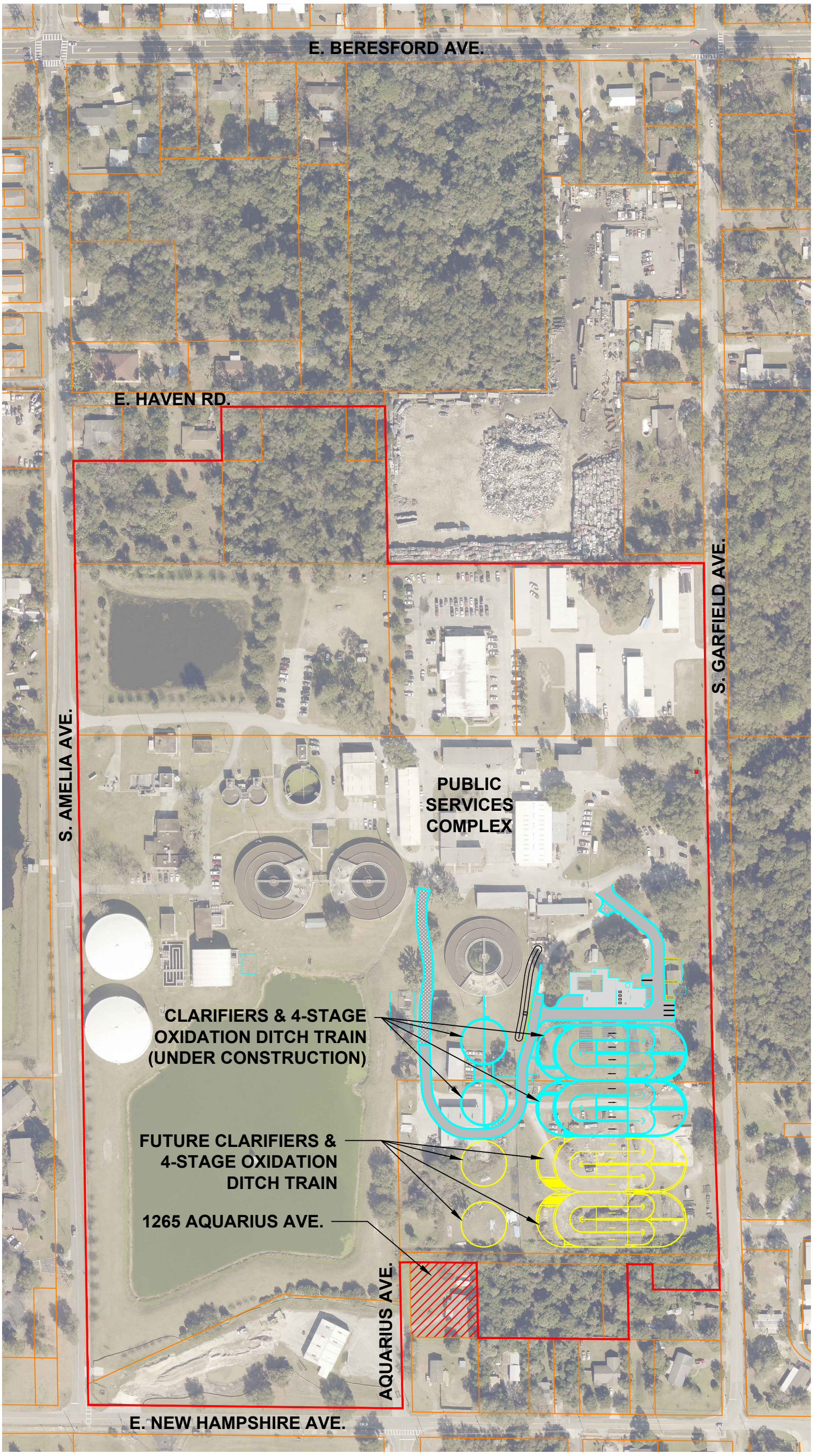
PROPOSED ACQUISITION OF 1265 AQUARIUS AVE



LEGEND

- EX. PARCEL LINE
- PROP. PUBLIC SERVICES COMPLEX PARCEL LINE
- UNDER CONSTRUCTION
- FUTURE CONSTRUCTION

200 150 100 50 0 100 200

SCALE IN FEET 1"= 200'

CITY OF DELAND
Request for Commission Action
June 16, 2025

SUBJECT: Consideration re Letter of Support for Family Renew Community CDBG Application.

DEPARTMENT: Admin Services

PREPARED BY: Michael Grebosz, Asst. City Manager

ATTACHMENTS: FRC Letter, FY 25.26 CDBG Capital Improvement App. Family Renew Community , Family Renew Community Contingent Approval

APPROVED BY: Michael Grebosz, Asst. City Manager, June 11, 2025

SUMMARY/HIGHLIGHT:

As part of the revised Community Development Block Grant (CDBG) application process for Volusia County, Family Renew Community requested that the City of DeLand provide a letter of support for their application. Jennifer Robertson from Family Renew Community sent an email request for this letter of support on June 4th 2025. The request is for structural improvements (roof, HVAC, plumbing, and electrical) to the property located at 259 W. Voohis Ave. in the amount of $147,515.

Shortly thereafter, staff received notice on June 10th 2025, that the Family Renew Community CDBG project was conditionally approved by Volusia County and a support letter from the City is needed for them to move the process forward.

Staff has attached the email request, the application and contingent approval letter from Jennifer Robertson, Director of Development at Family Renew Community for reference.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Preserving Sense of Community as a key asset.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the City Commission authorize staff to draft a letter of support for the Family Renew Community CDBG application.

BACKGROUND/DISCUSSION:

The Community Development Block Grant application process is administered by Volusia County for the City of DeLand. This year, the County has substantially revised its application process and part of that process

includes the requirement of any non-governmental entity applying for CDBG to request a support letter from the jurisdiction that they are located in to be part of the County CDBG application.

Mike Grebosz

To: Mike Grebosz
Subject: RE: Letter of Support Request for CDBG Funding on Behalf of Family Renew Community Inc.

From: Jennifer Robertson <Jennifer@familyrenew.org>
Sent: Wednesday, June 4, 2025 3:26 PM
To: Teri Byrnes <Byrnest@deland.org>
Cc: tphillips@wasteprousa.com; Jennifer Robertson <Jennifer@familyrenew.org>
Subject: Letter of Support Request for CDBG Funding on Behalf of Family Renew Community Inc.
Importance: High

Dear DeLand City Leaders,

I hope this message finds you well and encouraged by the continued progress and positive momentum throughout our city.

On behalf of Family Renew Community, Inc., I respectfully request your review and signature on the attached letter of support for our recent application to Volusia County for Community Development Block Grant (CDBG) Capital Improvement funding. This request specifically supports critical renovations at our DeLand campus, located at 259 W. Voorhis Avenue.

For more than 36 years, Family Renew Community has provided transitional housing and supportive services to families with children experiencing homelessness—helping them move from crisis to stability. Our DeLand campus remains a cornerstone of this mission, and the proposed improvements will enhance safety, accessibility, and the quality of life for the families we serve.

As part of our submission, we have included a copy of the full application that was provided to Volusia County. A letter of support from the City of DeLand is an essential component of our application and would demonstrate the city's continued commitment to collaborative solutions that uplift vulnerable families and strengthen our shared community.

To meet the county's deadline, we kindly request that the signed letter of support be returned to us by **June 12, 2025**.

Thank you for your ongoing leadership and for considering this request. Please don't hesitate to reach out if we can provide any additional information or assistance.

With sincere appreciation,

Jennifer

"First, you change your thinking. Then, you change your life."

Jennifer Robertson

Director of Development
Family Renew Community
Cell: (386) 986-5089
Office: (386) 310-2428
jennifer@familyrenew.org
www.familyrenew.org

A hand UP, not a handout!

Volusia County
FLORIDA

County of Volusia

FY 2025/26

Community Development Block Grant (CDBG) Program

Capital Improvement Project Application

Family Renew Community, Inc.

Applicant Name

Foundations of Stability: Deland Transitional Housing Rehabilitation Initative

Project Name

Application Checklist

FY 2025/26 CDBG Capital Project - Funding Application Checklist

*Applicant **MUST** place this initialed checklist on top of all submitted proposals.*

Initials of CDBG Primary Contact or Representative	Necessary Application Document/Information
JE	Section A: **Signed** Applicant Information
JE	Section B: Project Description
JE	Section C: National Objective
JE	Section D: Applicant Capacity
JE	Section E: Project Support
JE	Section F: Project Timeframe
JE	Section G: Project Budget
JE	Section H: Procurement
JE	Section I: **Signed** Certification of Construction Need
JE	Section J: **Signed** Conflict of Interest Statement
JE	Attached Site Map, Photos, and Plans
To be completed by June 15, 2025	Attached Letter(s) of Support, if applicable
JE	Attached Public Participation Documentation
To be completed by June 15, 2025	Attached Board, City Commission, or Department Director approval documentation including meeting agendas, meeting minutes, signed resolutions, etc.
JE	Applicable Procurement Policy (attach only the pages referenced)
	Other (If applicable) _____

Note: When filling out this application, please refer to the FY 2025/26 CDBG Funding Application Instructions and Guidance.

A. Applicant Information

Name of Applicant: Family Renew Community Inc.

CDBG Primary Contact Name and Title:
(should be the same for all proposals) Lindsay Elliott

Email Address: lindsay@familyrenew.org Phone Number: 386-239-0861

Project Manager Name and Title:
(Implementation) Lindsay Elliott

Email Address: lindsay@familyrenew.org Phone Number: 386-239-0861

Foundations of Stability: Deland Transitional Housing

Proposed Project Title: Rehabilitation Initiative

Total Amount Requested: $147,515.00 Total Estimated Project Cost: $184,630

Additional Funds Available to Leverage, if applicable: $N/A

Source of Additional Funds, if applicable: N/A

Physical Location of Proposed Project: 259 W. Voorhis Ave.; DeLand, FL 32720

Certifying Representative
▪ Person authorized to sign contract, if project is selected ▪ Please sign in **BLUE INK**
To the best of my knowledge and belief, data in this proposal are true and correct and the **governing body of the applicant has duly authorized the document.**

Signature: Lindsay Elliott 5/7/25

Name: Lindsay Elliott **Date Signed**

Title: Executive Director

B. Project Description

Type of Project:

- ☐ Senior Centers
- ☐ Clearance/Demolition/Asbestos Removal
- ☐ Facilities for Persons with Disabilities
- ☒ Homeless Facilities (not operating costs)
- ☐ Youth Centers
- ☐ Neighborhood Facilities
- ☐ Parks, Recreational Facilities
- ☐ Parking Facilities
- ☐ Solid Waste Disposal Improvements
- ☐ Water/Sewer Improvements
- ☐ Street/Sidewalk Improvements
- ☐ Non-Residential Historic Preservation
- ☐ ADA Accessibility
- ☐ Public Facility Improvements (General)

Exact Location/Project Address:
Provide a site map clearly identifying where on the site the proposed project will take place.

The DeLand residential campus at 259 W Voorhis Ave comprises multiple housing units

If applicable, please indicate the following:

Address Start: **259 W. Voorhis Ave. Deland, FL 32720** Address End: **259 W. Voorhis Ave Deland, FL 32720**

Linear Feet:

Summary of Project:
Provide a detailed description of the project to include the entire scope of work. Elements of the project not included in this section of the application may not be considered once awarded.

Family Renew Community seeks $147,515.00 in Community Development Block Grant (CDBG) Capital Improvement funding to implement the Foundations of Stability: DeLand Transitional Housing Rehabilitation Initiative—a transformative project aimed at preserving and enhancing one of the few transitional housing complexes in Volusia County that provides stability for families with children facing homelessness.

Located in DeLand, Florida, this eight-unit property serves up to seven families at a time, providing not just shelter, but a pathway to self-sufficiency through case management, life-skills education, and individualized support. Uniquely, this facility accommodates both single-parent and two-parent households—including families with older male children—ensuring no one is excluded based on gender or household composition. This model sets Family Renew apart and addresses a critical gap in services countywide.

Now decades old, the DeLand campus is in urgent need of rehabilitation to maintain its viability as a safe, code-compliant, and energy-efficient residence for vulnerable families. Requested funds will be dedicated to essential capital improvements, including structural repairs, ADA accessibility upgrades, interior refurbishments, and critical systems replacement.

These improvements are not cosmetic—they are foundational to the continued operation of a facility that provides housing stability during the most uncertain time in a family's life.

Without immediate intervention, the physical deterioration of the property threatens the continuity of service to families who rely on this lifeline. With CDBG investment, this initiative will directly prevent the loss of transitional housing stock in a community already strained by the affordable housing crisis, ensuring that West Volusia/ Deland continues to be a place where families in crisis can stabilize, regroup, and rebuild their lives.

Family Renew Community has a proven track record of delivering impactful services to families experiencing homelessness in Volusia County. With no current construction projects underway and a detailed plan in place for timely execution, the organization is well-positioned to complete this rehabilitation initiative within the CDBG program's performance period. Community support, strong leadership, and a commitment to fiscal accountability underscore our readiness and capacity to carry out this initiative with excellence.

The Foundations of Stability project represents more than bricks and mortar—it is an investment in the dignity, security, and long-term wellbeing of families working to break the cycle of homelessness.

Family Renew Community proposes the comprehensive rehabilitation of its DeLand transitional housing complex to ensure long-term habitability, code compliance, energy efficiency, and safety for the families we serve. This critical scope of work addresses four major building systems—roofing, HVAC, plumbing, and electrical—to extend the life of the property and preserve its function as a vital community resource for years to come.

Roofing System Rehabilitation:

The current roofing system, comprised of deteriorating roll roofing, poses a risk to structural integrity and indoor air quality. As part of this project, the existing roof will be fully removed. The underlying wood roof deck will be carefully inspected, with any compromised sections replaced to ensure a stable substrate. Wood patching will be conducted where aging HVAC units have been removed, restoring structural continuity. A new 30-year architectural shingle roofing system will be installed, providing a durable and weather-resistant envelope for the facility. The project will retain and reuse existing gutters and downspouts to reduce costs and minimize environmental impact.

HVAC System Modernization:

Each unit currently relies on aging, inefficient split systems housed in roof-mounted and closet-installed configurations that are well beyond their service life. The project will remove these outdated units entirely and replace them with modern, energy-efficient ductless mini-split systems. These advanced systems will enhance indoor comfort, reduce utility expenses for the organization, and improve air quality for residents. New condenser units will be mounted externally on precast concrete curbs, minimizing noise and maximizing serviceability.

Refrigerant piping will be routed externally in a visually discreet and weather-protected manner, streamlining installation and maintenance while maintaining aesthetic integrity.

Plumbing System Upgrades:

To ensure compliance with current building codes and enhance water delivery reliability, the project includes a complete overhaul of the domestic water supply infrastructure. Modern PEX piping will replace the outdated internal supply system, with all valves and fittings upgraded to current code. New lines will be routed within existing utility chases, minimizing disruption to walls and finishes. Existing copper and PVC lines will be safely capped and left in place to avoid unnecessary demolition. The current gas water heaters, which pose ongoing safety, efficiency, and maintenance challenges, will be removed and replaced with high-efficiency electric water heaters, simplifying utility service and reducing emissions.

Electrical System Enhancements:

The electrical infrastructure will be upgraded to support increased load demands driven by the new HVAC and water heating systems. Existing electrical subpanels will be removed and replaced with larger capacity panels to meet modern electrical needs. Existing breakers will be reused where compatible, providing cost savings without compromising safety. Additional breakers will be installed to service the new HVAC units and water heaters. Dedicated branch circuit wiring will also be installed to support these new systems, ensuring consistent and safe operation while allowing for future flexibility.

This strategic capital investment will restore and modernize a critical community housing asset, reduce maintenance liabilities, and provide a safer, more comfortable environment for families in transition. Each upgrade has been carefully planned to minimize service interruptions, maximize value, and align with CDBG goals of sustainability, resilience, and community impact.

Planning Status:

Provide a description of where the project is at in the planning phase. Will engineered plans be required for this project? If yes, are those plans completed or underway? If plans are underway, describe when they are set to be completed. Attach relevant documents to support which may include completed plans, a timeline provided by the engineer creating the plans, etc.

The DeLand Transitional Housing Rehabilitation Project is currently in the early planning stage, with the full scope of work identified, prioritized, and preliminarily assessed for feasibility and alignment with applicable building codes and CDBG-eligible capital improvements. At this time, Family Renew Community has conducted internal site assessments, gathered contractor input, and coordinated with local building officials to confirm

that the proposed scope—including roof replacement, HVAC upgrades, plumbing improvements, and electrical system modernization—does not require formal engineering plans or stamped architectural drawings.

The nature of the planned work involves like-for-like system replacements and component upgrades that fall under standard construction permits and do not constitute structural alterations or new construction that would otherwise trigger the need for licensed engineering design services. All work will be performed by licensed and insured contractors in compliance with City of DeLand building regulations, the Florida Building Code, and applicable safety and energy-efficiency standards.

Because the project scope is limited to systems renovation and infrastructure replacement, no engineered drawings or schematics are currently underway or anticipated. As such, no supporting documents related to engineering timelines or plans are attached.

Family Renew Community remains in active coordination with local permitting authorities and pre-qualified contractors to ensure that all planning milestones will be met on schedule, and that implementation can proceed immediately upon receipt of CDBG funding and required permits.

Project Need and Justification:

Describe the underlying purpose and need for the proposed project, including any alternatives considered, and how the proposed project is intended to address housing and/or community development needs.

Purpose and Need for the Proposed Project

The DeLand Transitional Housing Rehabilitation Project is a targeted capital investment in one of Volusia County's most essential safety net housing resources for homeless families with children. Operated by Family Renew Community—a nonprofit organization with over 36 years of service—this facility at 259 W Voorhis Avenue provides temporary housing and supportive services to up to 7 families at a time. This includes one and two parent households each with at least one child under the age of 18. The underlying purpose of the proposed project is to preserve and modernize the critical infrastructure of this aging property to ensure it remains a safe, habitable, and operationally efficient resource for vulnerable families working toward housing stability.

The need for the project is both urgent and well-documented. The roofing system is at the end of its functional life and is vulnerable to water intrusion and structural degradation. The HVAC systems are outdated, inefficient, and prone to failure, resulting in discomfort for residents and increased utility and maintenance costs. The plumbing infrastructure relies on obsolete materials, and the current gas water heaters present ongoing safety, efficiency, and operational concerns. The electrical systems, including undersized subpanels and outdated

wiring, are insufficient to support modern appliances and fail to meet the demands of upgraded mechanical systems.

Collectively, these infrastructure deficiencies place the property at risk of diminished habitability, code violations, and escalating repair costs, threatening the long-term viability of this transitional housing asset. Moreover, the population served—low-income families with children experiencing homelessness—has limited housing options and is particularly vulnerable to displacement. Maintaining and improving this facility is not only a preservation effort but a direct intervention in preventing family homelessness and supporting neighborhood stabilization.

Alternatives Considered

Several alternatives were considered prior to pursuing this comprehensive rehabilitation approach:

• Minimal Repair Strategy: A limited-scope strategy involving only emergency repairs was considered but determined to be cost-inefficient over the long term. Piecemeal interventions would fail to resolve systemic failures in building systems and would lead to continued service disruptions for residents.

• Demolition and Redevelopment: Demolition and new construction were deemed financially prohibitive and logistically unfeasible. The current structures are fundamentally sound and located in a strategically advantageous area with access to public transit, schools, and services. Reinvestment in the existing footprint offers the greatest return in terms of community development impact and speed of deployment.

• Relocation of Services: Relocating families or services to other facilities would reduce overall program capacity and increase operational complexity, while also placing additional strain on an already limited local inventory of affordable transitional housing.

After thorough consideration, full rehabilitation of the existing infrastructure was identified as the most cost-effective, least disruptive, and highest-impact strategy to preserve the property and continue meeting urgent community needs.

Addressing Housing and Community Development Needs

The proposed project directly advances the housing and community development priorities of Volusia County's CDBG program by:

• Preserving Existing Affordable Housing Stock: The project will extend the useful life of a facility that serves extremely low-income households with children, thereby preventing displacement and reducing the risk of chronic homelessness.

• Improving Housing Quality and Code Compliance: Comprehensive upgrades will ensure that units are safe, energy-efficient, and compliant with all applicable building codes—enhancing the quality of life for residents and minimizing long-term public costs.

• Supporting Neighborhood Revitalization: By reinvesting in a centrally located, community-serving property, this project contributes to the stabilization and uplift of the surrounding area, aligning with broader revitalization goals.

• Promoting Family Self-Sufficiency: A safe, functional, and dignified living environment is essential to helping families transition from homelessness to permanent housing. The proposed improvements will remove barriers to housing stability and allow Family Renew Community to focus its resources on wraparound services that promote economic mobility.

In summary, the proposed project is a strategic and necessary reinvestment in transitional housing infrastructure that addresses both immediate health and safety concerns and long-term community development outcomes. It is designed to preserve a critical resource, serve a highly vulnerable population, and align with federal and local goals for equitable housing and neighborhood resilience.

Project Location Status:

Is a project currently underway at the same location (phased project)? Is yes, when will the current phase be completed? What steps are you taking to ensure the current project is substantially completed prior to October 1, 2025?

There are no projects currently underway at the proposed project location, 259 W Voorhis Avenue in DeLand, Florida. This is not a phased project, and there are no existing capital improvements, renovations, or construction activities in progress at this site at the time of this application.

As such, no overlap or scheduling conflicts are anticipated that would delay the initiation or timely completion of the proposed scope of work. Upon award of CDBG funding and completion of all required contracting and permitting processes, Family Renew Community is prepared to mobilize immediately. All project activities will be coordinated to ensure substantial completion prior to October 1, 2025, in alignment with the program's performance timeline requirements.

Our readiness reflects a clear and focused plan to complete the proposed rehabilitation—roofing, HVAC, plumbing, and electrical upgrades—within the designated timeframe, using experienced, licensed contractors and proven project management procedures.

Anticipated Accomplishments and/or Outcomes:

Describe the anticipated accomplishments and/or outcomes that are expected as a result of the project once completed.

Upon completion, the DeLand Transitional Housing Rehabilitation Project will result in the full preservation and modernization of an eight-unit residential complex that serves up to seven homeless families with children. The anticipated outcomes are both immediate and long-term, directly aligning with the core objectives of the Community Development Block Grant (CDBG) program: the provision of decent housing, the revitalization of distressed properties, and the stabilization of low- to moderate-income communities.

Specifically, the project is expected to achieve the following measurable outcomes:

1. Preservation of Critical Transitional Housing Units

• Eight existing housing units (one unit being used as a dedicated office for the Program Manager) will be rehabilitated and brought up to current code and performance standards, extending the useful life of the facility by at least 20–30 years.

• Seven families with children will continue to have access to safe, stable transitional housing—serving an estimated 35 to 50 individuals annually, based on average program turnover.

2. Enhanced Health, Safety, and Code Compliance

• Replacement of the deteriorating roof will eliminate water intrusion and structural risks, improving overall building integrity.

• Upgraded HVAC, plumbing, and electrical systems will reduce health and safety hazards, ensuring that all units meet or exceed local housing and occupancy codes.

• These upgrades will significantly reduce the risk of system failure, fire hazards, or utility service disruption, especially during peak weather seasons.

3. Improved Energy Efficiency and Cost Savings

• The installation of energy-efficient ductless HVAC systems, electric water heaters, and updated electrical infrastructure will reduce utility costs for the organization, allowing resources to be redirected toward supportive services for residents.

• Modern plumbing fixtures and PEX piping will improve water conservation and reduce long-term maintenance needs.

4. Increased Resident Stability and Program Effectiveness

• A safe, climate-controlled, and dignified living environment will directly support residents' ability to maintain employment, participate in case management, and work toward permanent housing goals.

• The improved physical environment will enhance the impact of Family Renew Community's wraparound services, contributing to higher program retention and successful exits to permanent housing.

5. Strengthened Community Development Impact

• The rehabilitation of this centrally located, community-serving property will support the overall vitality of the surrounding DeLand neighborhood by reducing blight, maintaining property values, and sustaining housing availability for a high-need population.

• As a result, the project will contribute to Volusia County's broader goals for neighborhood revitalization, poverty alleviation, and equitable access to housing resources.

Conclusion

In totality, the project will transform an aging, at-risk housing asset into a safe, efficient, and sustainable housing environment for families recovering from homelessness. These outcomes represent not only a sound public investment but a deeply meaningful step toward long-term housing stability and self-sufficiency for some of the county's most vulnerable residents.

Describe the Designated Service Area and Beneficiaries:
Provide a detailed description, photos, and a map that clearly shows the project site and area that will benefit from the proposed project.

The proposed capital improvement project will take place at 259 W. Voorhis Ave, a centrally located multi-family residential complex situated in Deland, Volusia County, Florida. The site consists of an eight-unit transitional housing complex, seven of which will be directly utilized to provide safe, stable, and supportive housing for families experiencing homelessness. The remaining unit will be designated for on-site case management and administrative support to ensure effective coordination of services.

Target Population and Project Beneficiaries

This project directly benefits homeless families with minor children, as defined under HUD's standards for homelessness (24 CFR 91.5), which includes those lacking a fixed, regular, and adequate nighttime residence or residing in shelters, cars, places not meant for habitation, or fleeing domestic violence without resources to obtain housing independently.

All families served at this site must meet the criteria for homelessness and will be verified through a formal intake process that includes documentation of housing status, income eligibility, and proof of child dependency (under 18 years of age). The project prioritizes vulnerable subgroups, including:

- Single mothers and fathers with children;
- Two-parent households, including those with older male youth who are often excluded from shelter-based models due to gender-based restrictions

On an annual basis, the project will serve up to 70 individuals through transitional housing and supportive case management. The physical improvements made to this site will ensure that these families are provided with a safe, habitable, and dignified environment as they work toward housing stability and self-sufficiency.

Geographic Context and Accessibility

The project site is strategically located within close proximity to public transportation, schools, health clinics, childcare facilities, and employment resources. Its placement within a mixed residential zone supports both integration and access while offering a quiet and secure environment conducive to family healing and stability.

This initiative aligns fully with the national objective of benefiting very low, low- and moderate-income persons and directly addresses the urgent community need for increased housing capacity for families experiencing homelessness throughout Volusia County. The capital improvements funded through this CDBG request will have a direct and lasting impact on those most in need, while also preserving and enhancing a critical piece of local housing infrastructure.

Existing Conditions and Trends:

Provide a description of existing conditions, the character, features, and resources of the project area as well as any trends that are likely to continue in the absence of the project. Please cite current data to support your response.

The proposed project site, located at 259 W Voorhis Avenue in DeLand, Florida, is situated within a historically residential neighborhood characterized by a mix of single-family homes and multifamily dwellings. This area is part of a broader community that has experienced both economic challenges and revitalization efforts over the years.

The property in question is an eight-unit multifamily complex that provides transitional housing for up to seven families with children experiencing homelessness. Constructed in 1958, the building exhibits signs of aging infrastructure, including outdated roofing, HVAC, plumbing, and electrical systems. These deficiencies not only compromise the safety and comfort of residents but also hinder the property's energy efficiency and long-term sustainability.

According to the Volusia County 2020–2024 Five-Year Consolidated Plan, there is a significant need for the preservation and rehabilitation of existing affordable housing units. The plan identifies that many housing units in the county, particularly those built before 1950, are in substandard condition and require substantial repair . The property's current state aligns with these findings, underscoring the urgency for comprehensive rehabilitation to meet modern standards and codes.Volusia County Government Online

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Community Resources and Features

The surrounding area offers several community resources that are vital for the families residing at 259 W Voorhis Avenue:

• Educational Institutions: Proximity to local schools provides accessible education opportunities for children.

• Public Transportation: Availability of bus routes facilitates mobility for residents, connecting them to employment centers and essential services.

• Healthcare Facilities: Nearby clinics and hospitals ensure that families have access to medical care.

• Employment Opportunities: The area's commercial zones offer potential job prospects for residents striving for economic stability.

These features contribute to the neighborhood's potential as a supportive environment for transitional housing. However, the deteriorating condition of the housing units threatens to negate these advantages by compromising the quality of life for residents.

Projected Trends Without Intervention

In the absence of the proposed rehabilitation project, several adverse trends are likely to persist or worsen:

• Deterioration of Housing Stock: Continued neglect of the property's infrastructure will lead to further degradation, potentially rendering units uninhabitable and reducing the availability of affordable housing options.

• Increased Maintenance Costs: Aging systems will require more frequent repairs, diverting resources from other critical services and programs aimed at assisting residents.

• Health and Safety Risks: Outdated electrical and plumbing systems pose safety hazards, while inadequate HVAC systems can lead to poor indoor air quality, affecting residents' health.

• Community Decline: The presence of deteriorating properties can have a negative impact on neighborhood aesthetics and property values, potentially deterring investment and contributing to community decline.

These trends highlight the necessity of timely intervention to preserve the property's function as a safe and supportive transitional housing facility.

Conclusion

The rehabilitation of 259 W Voorhis Avenue is critical to maintaining the availability of quality transitional housing in DeLand. By addressing the property's infrastructural deficiencies, the project will enhance the living conditions for vulnerable families, support community stability, and align with Volusia County's strategic objectives for housing preservation and neighborhood revitalization.

Hours of Operation:

If the project consists of work for a public facility, describe the hours of operation and/or what they will be once construction is completed. If proposed project is not a public facility, put N/A.

N/A – The proposed project involves the rehabilitation of a privately operated transitional housing facility owned and managed by Family Renew Community. It is not classified as a public facility.

C. National Objective

Activity will meet a national objective by: *(choose one of the two options)*

☐ **Area Benefit**
Uses census tract data to demonstrate at least 51% of beneficiaries are LMI.
(choose one of the two options)
☐ Census tract block group data
or
☐ Income survey conducted by agency/municipality

☒ **Limited Clientele Benefit**
Uses data for a certain population within the community.
(choose one of the two options)
☐ Will be income verified
or
☒ Presumed low-income by HUD

Area Benefit: *(if applicable)*

Census Tract	Block Group	Total Population	Low/Mod Population	% Low/Mod Population
	Total			

Limited Clientele Benefit: *(if applicable)*

Qualifying group Homeless persons

Number of persons served 70

D. Applicant Capacity

Similar Projects:

Describe any similar capital projects previously carried out, and the outcomes. Describe any experience with implementing projects utilizing CDBG or other federal funding sources.

Family Renew Community brings over three decades of experience in operating and maintaining transitional housing facilities designed to serve families with children experiencing homelessness in Volusia County. Our organization currently operates three residential campuses—located in Daytona Beach, Holly Hill, and DeLand—and we are actively expanding our service footprint with the development of a fourth facility in Southeast Volusia County. This growth underscores our commitment to addressing the region's urgent affordable housing crisis with proven, scalable solutions.

Family Renew Community has successfully implemented several capital improvement projects to maintain and modernize its facilities, ensuring long-term viability and safety for the families we serve. Most recently, in 2023, we completed the full roof replacement at our Holly Hill campus, a project that was delivered on time, within budget, and with minimal disruption to resident families. Additionally, the roof replacement at our Daytona Beach facility is currently underway, following a similar model of strategic planning, contractor coordination, and resident-centered implementation.

While this application represents our first request for CDBG Capital Improvement funding, Family Renew Community is not new to administering grants. We have previously partnered with public and private funders—including state and municipal agencies—to implement a range of programmatic and facility-based projects. Our staff has the administrative infrastructure, financial controls, and compliance protocols in place to effectively manage federally sourced funds in accordance with all regulatory requirements, including procurement, reporting, and performance documentation.

Our approach to capital improvement is informed by decades of hands-on property management and mission-driven service delivery. We understand that well-maintained, code-compliant housing is not only a matter of structural integrity, but a foundational component of family stability. With each successful capital project, we have strengthened our capacity to serve vulnerable populations, minimized emergency repair costs, and increased the long-term sustainability of our transitional housing program.

The Foundations of Stability project builds on this proven track record, and CDBG support will allow us to preserve and enhance a facility that continues to serve as a vital stepping stone for families working toward independence.

Agency Capacity:

Describe the agency's experience and current capacity to manage a capital project. Describe the agency's capacity to complete a competitive solicitation, oversee grant compliance, and manage contractors.

Since its founding in 1989, Family Renew Community has built a strong and sustainable framework for providing transitional housing and supportive services to families with children experiencing homelessness in Volusia County. Over the past three and a half decades, we have developed the leadership structure, operational systems, and technical expertise required to manage capital improvement projects with efficiency, integrity, and a strong commitment to mission-driven outcomes.

Our agency is fully prepared to implement and oversee a federally funded capital initiative, including all aspects of competitive procurement, grant compliance, contractor oversight, and fiscal management. Our organizational structure includes:

• Executive Director: With deep institutional knowledge and decades of leadership experience, our Executive Director ensures all capital projects are strategically aligned and operationally sound. She provides executive oversight for contractor selection, budget management, and stakeholder coordination, ensuring the project advances on schedule and meets all compliance benchmarks.

• Director of Maintenance: Responsible for the upkeep of our multi-site housing portfolio, the Director of Maintenance oversees the technical aspects of project implementation. With extensive experience coordinating major repairs and capital upgrades, he ensures contractor performance, adherence to safety standards, and quality assurance across all phases of construction.

• Development Director (hired February 2025): As the newest addition to the leadership team, our Development Director brings expertise in grant strategy and external communications. This role supports coordination of grant reporting, progress documentation, and stakeholder engagement to maintain transparency and alignment with funding objectives.

• Finance Manager: Our Finance Manager provides robust financial oversight of all grant expenditures, including procurement compliance, cost tracking, and reporting in accordance with CDBG and other federal funding standards. Her experience in nonprofit finance ensures that all financial operations are fully documented, audit-ready, and compliant with both internal policies and federal regulations.

Family Renew Community has clearly defined procurement procedures in place that comply with federal guidelines, including competitive bidding, conflict-of-interest safeguards, and contractor selection based on cost and qualifications. Our staff is experienced in developing and issuing Requests for Proposals (RFPs), evaluating bids,

and executing contracts that include detailed scopes of work, payment terms, and performance guarantees.

In recent years, we have successfully managed multiple capital projects across our existing campuses. In 2023, we completed the roof replacement at our Holly Hill facility, and a similar roof replacement project is currently underway at our Daytona Beach location. These projects were implemented with careful coordination to minimize disruption to residents and maximize value to the organization. With these experiences, our capacity to manage the upcoming Foundations of Stability rehabilitation project is both proven and scalable.

Today, Family Renew Community operates three transitional housing facilities across Volusia County and is actively expanding with a fourth site in Southeast Volusia, further demonstrating our growth, readiness, and long-standing commitment to serving families in need. With over 35 years of experience and a leadership team equipped to deliver results, we are well-positioned to successfully complete this capital project while meeting all expectations for performance, compliance, and community impact.

Past Contracts:
Has the agency ever been required to return funds because of non-compliance or due to the inability to expend funds during the contract period? If yes, explain the reason why, and how long ago this took place.

Family Renew Community has never been required to return funds due to noncompliance or the inability to expend awarded funds within the designated contract period. Since our founding in 1989, the organization has maintained a strong track record of fiscal responsibility, contract compliance, and timely project execution. Our financial management systems, internal controls, and commitment to stewardship ensure that all funds—whether public or private—are utilized as intended and in accordance with all regulatory requirements. This history reflects our reliability as a funding partner and our readiness to manage CDBG funds with the same level of diligence and accountability.

Feasibility of Maintaining Project:
Explain future maintenance as a result of the project.

The Foundations of Stability: DeLand Transitional Housing Rehabilitation Initiative is not only a capital investment in the physical infrastructure of our transitional housing program—it is a strategic step toward long-term operational sustainability. Upon completion of this project, Family Renew Community will be positioned to significantly reduce emergency repair costs, improve energy efficiency, and extend the usable life of one of our most critical facilities.

All new systems—roofing, HVAC, plumbing, and electrical—are being selected and installed with an emphasis on durability, efficiency, and ease of maintenance. These upgrades will substantially reduce the frequency and severity of reactive repairs, enabling our maintenance staff to focus on preventative care and routine inspections rather than costly emergency interventions.

Future maintenance responsibilities will be overseen by our Director of Maintenance, who has extensive experience managing multi-unit transitional housing facilities. Regular maintenance protocols—including quarterly system checks, filter replacements, water heater servicing, roof inspections, and electrical panel reviews—will be implemented to ensure all components remain in optimal working condition. The Director of Maintenance will also manage vendor relationships for any warranty-covered equipment, ensuring timely response and compliance with manufacturer guidelines.

In addition, Family Renew Community maintains an annual facilities operations budget that includes dedicated line items for ongoing maintenance, system servicing, and minor capital repairs. As a fiscally responsible organization with more than 35 years of continuous service, we have the financial discipline and strategic foresight to proactively plan for the future upkeep of all our properties. The completion of this rehabilitation project will allow us to stabilize maintenance costs across the portfolio and reinvest more resources into direct services for families.

The Foundations of Stability project reflects not only a response to present needs but a forward-looking commitment to preserving this facility as a safe, efficient, and welcoming place for families in crisis—today and for years to come.

E. Project Support

Public Support:

Describe the actions that were taken to gather public support for the project. Describe the activities taken to inform the public of the proposed project (public meetings, notices, letters, etc.). Attach copies of proof of public participation including meeting documents, notices, letters of support, etc.

Public Support and Community Engagement

Family Renew Community understands that the strength and success of a capital improvement project are deeply rooted in transparency, stakeholder engagement, and public trust. In preparation for the Foundations of Stability: DeLand Transitional Housing Rehabilitation Initiative, we have taken deliberate and meaningful steps to inform the public, invite community involvement, and cultivate broad-based support for this critical investment in family housing stability.

Website Update and Community Accessibility

To publicly announce the proposed project and ensure ongoing transparency, Family Renew Community updated its official website to include a dedicated notice under the "What's New" section, highlighting renovations coming soon to the DeLand transitional housing campus. This announcement affirms our commitment to facility preservation and family safety, and invites community engagement by providing our general contact address—frc@familyrenew.org—for anyone wishing to ask questions or provide feedback. The website serves as an accessible, central hub for public information regarding our work and current initiatives.

Updated Agency Materials

In alignment with our continued efforts to keep stakeholders informed, our agency brochure has been refreshed to reflect our growing impact and footprint in Volusia County, including the expansion into Southeast Volusia. While no specific mention of construction was included, the updated brochure helps contextualize the DeLand campus within the broader scope of Family Renew Community's mission, helping readers understand the importance of sustaining this site as a safe, stable environment for families working toward self-sufficiency.

Stakeholder Outreach and Local Engagement

In addition to public-facing materials, Family Renew Community is engaged in ongoing conversations with City of DeLand officials and community leaders to build awareness and municipal support for the project. These discussions have been positive and productive, and we anticipate a formal letter of support from City leadership no later than June 15, 2025. This endorsement will further demonstrate alignment with local priorities

and recognition of the project's critical role in preserving transitional housing for families with children in the community.

Additionally, we have recently developed a "Deland FRC Advisory Committee" comprosed of community partners, local businesses and major donors in an effort to garner public support.

Documentation Attached:

• Screenshot/printout of the website posting referencing renovations at the DeLand campus

• Updated agency brochure

• (Pending) Letter of support from the City of DeLand (anticipated by June 15, 2025)

Through these efforts, Family Renew Community is not only informing the public but actively fostering a sense of shared investment in the project's success. The Foundations of Stability initiative reflects a community-supported vision of housing preservation, designed to ensure that vulnerable families continue to have access to safety, dignity, and a pathway forward.

Municipality Support (Non-profit Organizations):

Review the requirements for non-profits as described in the "Funding Application Instructions and Guidance". If you are unable to obtain a letter of support by the application due date, explain in the space below the steps your organization will take to ensure support is provided no later than June 15, 2025. Cities, county departments, and non-profits with project located within unincorporated Volusia County, put N/A.

Family Renew Community has reviewed the requirements outlined in the Community Development Block Grant Application Instructions and Guidance, including the expectation of municipal support for proposed projects. We recognize that meaningful collaboration with local government is essential to the success and sustainability of community development efforts.

At the time of application submission, we are actively engaged in productive conversations with City of DeLand community memebrs and leadership regarding the Foundations of Stability: DeLand Transitional Housing Rehabilitation Initiative. City officials have been made fully aware of the project's scope, community impact, and alignment with local housing and development priorities. These discussions have been met with clear verbal support and interest in the project's successful execution.

While a formal letter of support has not yet been obtained at this time, we are actively seeking connections and communication with city representatives to ensure that official documentation is provided. We anticipate securing a formal letter of municipal support

from the City of DeLand no later than June 15, 2025. This letter will be submitted to Volusia County immediately upon receipt to complete the application file.

Family Renew Community has a longstanding history of positive collaboration with municipal partners throughout Volusia County. We are confident that this project will be formally endorsed by the City of DeLand as it directly addresses shared goals around housing stability, homelessness prevention, and neighborhood preservation

Governing Body Support:

Review the requirements for non-profits as described in the "Funding Application Instructions and Guidance". Attach proof of support by the applicant's governing body. If you are unable to obtain approval by the application due date, explain in the space below the steps your organization will take to ensure support is provided no later than June 15, 2025. Non-profits without a governing body or board, put N/A.

letter of support to be provided on behalf of Family Renew Community's Board of Directors by June 15, 2025.

F. Project Timeframe

Implementation Responsibility:

Who will be implementing the construction of the proposed project?

☐ Agency/Municipality Employees
☒ Contractor
☐ County of Volusia Employees (only applies to internal departments/divisions)

Comments about implementation responsibility (if needed):

Plan of Action:

Plan of Action (POA) below will become part of the Subrecipient Agreement if project is approved. Clearly explain who created the POA provided below (i.e. purchasing analyst, public works director, etc.), what factors were considered, what is unique to this project timeline, and note any potential concerns or delays. Projects that show proof of being shovel ready by October 1, 2025 will be prioritized. See application instructions for an example POA.

The Plan of Action for the Foundations of Stability: DeLand Transitional Housing Rehabilitation Initiative was developed by the Director of Maintenance for Family Renew Community, who brings extensive experience managing capital improvements and vendor coordination across the organization's multi-site transitional housing portfolio. His hands-on knowledge of the DeLand facility's infrastructure, operational needs, and local contractor availability played a critical role in shaping a realistic and efficient project timeline.

Key Factors Considered:

In creating this timeline, the Director of Maintenance accounted for the following:

• The anticipated Authorization to Proceed (ATP) date of October 1, 2025, and the CDBG requirement to demonstrate shovel-ready readiness by that time.

• The fact that engineered drawings are not required, significantly reducing the typical pre-construction planning phase.

• A clearly defined scope of work that includes roof replacement, HVAC upgrades, plumbing improvements, and electrical enhancements, all of which can be completed with standard construction permits and do not require architectural or structural redesign.

• Typical lead times for solicitation, contractor selection, and permit issuance in Volusia County, along with potential seasonal or holiday slowdowns.

What Makes This Timeline Unique:

This project benefits from its relatively straightforward scope, its reliance on experienced internal oversight, and the absence of complex engineering requirements, making it highly suitable for an expedited schedule. The timeline has been designed to ensure that all procurement documentation is prepared and submitted within the first month of the ATP, putting the project on track for a January 2026 construction start. Additionally, the work will be executed while minimizing disruption to resident families through strategic scheduling and phased execution.

Concerns or Potential Delays:

While no major delays are anticipated, a few factors were noted as possible risks:

- Weather-related delays during the roofing phase, especially in early spring.
- Contractor availability around the holiday season (November–December), which has been mitigated by scheduling award and onboarding prior to year-end.
- The importance of timely ATP issuance, as all downstream dates are contingent upon receiving this formal authorization on or before October 1, 2025.

Family Renew Community is fully committed to ensuring that this project is shovel-ready by October 1, 2025, and is proactively aligning procurement and internal planning efforts to meet this benchmark. Our preparedness, experienced project leadership, and clearly defined scope, position this initiative as an ideal candidate for timely and successful execution under the CDBG Capital Improvement framework.

CDBG FY 2025/26 Plan of Action		
Milestones	**Planned Date**	**Notes (not required)**
Authorization to Proceed (ATP) Received	10/1/25	Remaining dates will adjust if ATP is not received by this date
Technical Design & Procurement Documents Complete	10/15/2025	No engineered drawings required
Complete Solicitation Package Submitted to Volusia County	10/22/25	
Solicitation Package Approved by Volusia County (Allow one week)	10/29/2025	
Solicitation Advertised	11/1/2025	
Pre-Solicitation Meeting	11/8/2025	
Solicitation Opening	11/22/2025	2 week advertisement period
Contract Award	12/6/2025	following bid review and scoring
Pre-Construction Meeting	12/13/2025	
Issue a Notice to Proceed	12/16/2025	allows for contractor mobilitation
Project Start Date	1/6/2026	after holiday season
Project Completed	8/30/2026	8 month construction window
All Reimbursement Requests Submitted to Volusia County	9/15/2026	allows time for invoicing and closeout

G. Project Budget

Applicants must either fill out the following budget or attach an additional budget.

Budget Categories	Project Cost Estimate	Sources of Funds		
		CDBG Funds	Applicant Funds	Other:
		AMOUNT	AMOUNT	AMOUNT
Materials Costs	$53,465	$53465	$0	$0
Labor Costs	$94,050	$940500	$0	$0
Engineering Services	$0	$0	$0	$0
Other: Maintenance Dir- Salary/benefits	$0	$0	$37,115	$
Other: _____	$	$	$	$
Other: _____	$	$	$	$
SOURCE TOTAL (Column total)		$147,515	$	$
TOTAL PROJECT COST (the total project costs, all funding sources)	**$184,630**			

Please note, due to the grant-based accounting method used by HUD, funds cannot be transferred between fiscal years. As a result, remaining program year balances that are less than $1,000 will revert to countywide funds.

Description of Budget:

Explain the budget above. Include the resources that will be used for the project prior to reimbursement, any potential funding concerns, completeness of budget given, and estimates used. Backup documentation for the budget amounts should be available upon request. If the project is to be implemented by the county, attach correspondence with relevant County of Volusia department stating the budget reasoning.

Please see attached budget:

Leveraged Funds:

Clearly explain what funds, if any, are being used to match CDBG funds for the project. If any funds are anticipated, but are not currently in hand, please note that here (ex: pledges).

To ensure the successful execution and ongoing oversight of the proposed capital improvement project, Family Renew Community will leverage $37,115 in committed organizational funds to support the salary of the agency's Maintenance Director. These funds will not be requested from CDBG but will be sourced through a combination of private donations, unrestricted operating funds, and foundation support.

The Maintenance Director plays a critical role in managing all phases of capital project execution, including contractor coordination, materials procurement, site inspections, and adherence to project timelines and safety standards. By allocating these leveraged funds toward this key staff position, Family Renew Community ensures that professional oversight and internal capacity are firmly in place to meet all performance benchmarks, permitting requirements, and reporting obligations associated with the project.

This leveraged contribution strengthens the overall sustainability of the project and reflects the agency's long-standing commitment to accountability, quality, and fiscal stewardship. The value of this support—both financially and operationally—demonstrates a meaningful organizational investment and a clear readiness to partner effectively with Volusia County in the delivery of CDBG-funded services.

Outstanding Balance:

Explain any remaining CDBG balances from prior year capital projects.

N/A

H. Procurement

Eligible procurement:

Purchases must be handled fairly and in a manner that encourages full and open competition; documentation must be maintained that demonstrates this. Additionally, subrecipients or subgrantees are required to abide by the strictest of the following when purchasing services, supplies, materials, or equipment:

- The municipality or agency purchasing and procurement policy
- All applicable federal procurement rules, most specifically those contained in 24 CFR 85.36
- A Volusia County CDBG entitlement program threshold of $50,000 for small purchases, which will be outlined in the FY 2025/26 Subrecipient Agreement. Purchases above this threshold must be awarded through a formal competitive bid or proposal process, even if the limit established in the subrecipient's or subgrantee's procurement policy allows a higher threshold for a formal competitive bid.

Please note: Approval of the application including the process outlined below does not eliminate the requirement to approve all steps of the project procurement and implementation with Community Assistance prior to moving forward, this is mandatory to ensure that projects remain compliant and eligible for CDBG reimbursement.

Method of Procurement to be Used for this Project:

Include the name of the procurement method, a brief summary of the steps that will be taken, and a reference to the procurement policy of the agency or municipality implementing the project. Attach the page of the policy that applies to the reference to this submission.

Family Renew Community will utilize a competitive sealed bid procurement method in accordance with both federal requirements for Community Development Block Grant funding and the organization's internal procurement policy. This method ensures transparency, cost-effectiveness, and the selection of qualified contractors through a fair and open process.

The procurement process will follow these steps:

1. Scope of Work Development: The Director of Maintenance, in collaboration with the Building & Grounds Committee, will finalize a clear and detailed scope of work for the rehabilitation project. This scope will form the basis of the bid package and solicitation.

2. Bid Solicitation: A formal Request for Bids (RFB) will be advertised to ensure broad distribution and accessibility to qualified contractors. The solicitation will include specifications, submission instructions, evaluation criteria, and applicable compliance requirements.

3. Bid Collection and Review: In accordance with Family Renew Community's procurement policy, a minimum of two (ideally three) bids will be solicited for all expenditures exceeding $5,000.00. Bids will be evaluated based on cost, contractor qualifications, experience with similar work, and the ability to meet project timelines.

4. Recommendation and Approval: The Building & Grounds Committee, which is responsible for overseeing the material condition of all Family Renew properties, will review the bids and submit funding recommendations to the Executive Committee and/or Finance Committee. These governing bodies will discuss and either approve, deny, or request modifications to the

recommendation.

5. Contract Award and Oversight: Once approved, the selected contractor will be issued a contract, and the Building & Grounds Committee will continue to monitor the progress of work, report status updates to the full Board of Trustees, and ensure compliance with both project specifications and budgetary constraints.

This procurement process is grounded in the agency's formal policy, which states:

"It is the responsibility of the Building & Grounds Committee to maintain awareness of the material conditions of all of the Corporation's residences and outbuildings, fences and walls, playgrounds, parking areas, trees and open spaces of all of the Corporation's properties. This Committee will recommend actions to the Executive Committee and to the full Board to make repairs and correct material problems as needed. Also, the Committee will oversee the progress of work on major repairs and upgrades of buildings and facilities, including tree trimming, and report the status of all the above to the full Board. A minimum of two (ideally three) bids are required for expenditures over $5,000.00. The Building & Grounds Committee will submit requests for funds for repairs and maintenance to the Finance Committee or Executive Committee which will discuss, approve, deny or request changes."

This structured procurement approach ensures that CDBG funds will be used in a compliant, efficient, and well-documented manner while aligning with the organization's mission-driven standards and financial accountability practices.

Procurement Reasoning:

Clearly explain why the method of procurement noted above is the best choice for this project.

The competitive sealed bid method has been selected as the most appropriate procurement approach for the Foundations of Stability: DeLand Transitional Housing Rehabilitation Initiative due to its alignment with federal procurement standards, the nature of the work, and the core principles of transparency, fairness, and cost-effectiveness.

This method is particularly well-suited for this project because the scope of work—roofing replacement, HVAC modernization, plumbing and electrical upgrades—can be clearly defined in advance with specific technical requirements and measurable deliverables. The absence of engineered drawings or complex design-build elements further supports a sealed bidding process, where price is a significant factor and contractor qualifications can be evaluated against standardized criteria.

By requiring a minimum of two (ideally three) bids for expenditures exceeding $5,000, Family Renew Community's internal procurement policy ensures that the bidding process remains competitive and compliant with both HUD procurement guidelines and our own governance standards. This method:

• Promotes open and fair competition by publicly advertising the opportunity and inviting bids from qualified local and regional contractors;

• Safeguards against conflicts of interest through a transparent evaluation process overseen by the Building & Grounds Committee, with final review and approval by the Finance or Executive Committee;

• Encourages cost savings and fiscal accountability by allowing the organization to select the most responsive and responsible bidder, not necessarily the lowest bid, based on

qualifications, timeline, and understanding of the project scope;

• Reduces risk by establishing clear contractual terms at the outset, including compliance with all federal labor and reporting requirements (such as Davis-Bacon wage determinations, Section 3, and procurement recordkeeping standards).

Given the federally funded nature of the project, the need for timely execution, and the straightforward rehabilitation scope, the competitive sealed bid method offers the highest assurance of compliance, performance, and public trust. It also allows for equitable participation by contractors, increasing the likelihood of attracting skilled, cost-effective vendors who can deliver quality results on schedule.

Ultimately, this procurement method ensures that public resources are invested prudently, community needs are met efficiently, and the project is executed with the transparency and integrity that are foundational to the CDBG program's mission.

Procurement Management:

Explain who will be responsible for implementing the procurement method above, including their position. Explain past solicitations completed that show the capacity to complete a competitive solicitation (how it was advertised, type of projects, dollar amounts of projects, etc.).

The implementation of the competitive sealed bid procurement process for the Foundations of Stability: DeLand Transitional Housing Rehabilitation Initiative will be overseen by Family Renew Community's Director of Maintenance, in collaboration with the Building & Grounds Committee and under the final authority of the Executive Director and Finance Committee.

• The Director of Maintenance will serve as the project lead for procurement implementation. With extensive experience managing property repairs and vendor coordination across our multi-campus portfolio, he will be responsible for drafting the scope of work, coordinating the bid package, collecting and reviewing contractor proposals, and overseeing compliance with internal procurement procedures.

• The Building & Grounds Committee, in accordance with our procurement policy, will review bid responses, evaluate vendor qualifications, and make formal recommendations to the Finance Committee or Executive Committee for final approval.

• The Executive Director will ensure overall accountability and coordination between procurement, contract execution, and project compliance, maintaining alignment with Community Development Block Grant (CDBG) regulations and reporting expectations.

Demonstrated Capacity and Experience with Competitive Solicitation

Family Renew Community has successfully executed several competitive solicitations in recent years that demonstrate our ability to manage federally compliant procurement processes and oversee high-value rehabilitation projects. Notable examples where this process was completed was include:

• Holly Hill Campus Roof Replacement (2023): Three bids were collected, reviewed by the Building & Grounds Committee, and awarded based on cost, contractor reputation, and project timeline. This project was completed on time and within budget with final inspection by local building department.

• Daytona Beach Roof Replacement (2024, currently in progress): Bids reviewed by staff and committee, contract awarded in March 2024; construction currently underway with no delays to date

These past projects involved the same internal stakeholders and processes that will be used for the DeLand rehabilitation initiative. Our internal system of checks and balances—led by maintenance, guided by Board oversight, and enforced by financial controls—ensures each solicitation is conducted fairly, transparently, and in full alignment with procurement regulations.

This history of successful procurement and capital project management reflects Family Renew Community's readiness to implement a CDBG-funded rehabilitation initiative with efficiency, integrity, and a strong foundation of institutional experience.

I. Certification of Construction Need

The purpose of this form is to differentiate between the two categories of public facility or infrastructure projects shown below:

- Maintenance of a public facility or infrastructure, and
- Necessary rehabilitation of a public facility or infrastructure.

The agency or municipality that is implementing the proposed capital project must designate an employee to confirm which category, from the two listed above, of which the project best fits. The employee should have the knowledge and experience to make an informed determination and explanation regarding the proposed project, the facility, the past use, and the current condition.

Agencies and municipalities should exercise reasonable judgment in choosing an employee to certify the construction need of a project. It is not the intent of the entitlement community, County of Volusia, to have the agency or municipality incur any additional costs or to hire outside experts. Due to the vast differences in the organization of different agencies and jurisdictions, specific employee positions cannot be defined. A certification completed by the CDBG contact(s) for the agency or municipality would not be appropriate. Please discuss potential certifications with Volusia County if you have any questions or concerns.

Name and Title of Certifying Employee: Mark Abbey- Maintenance Director

Email Address: mark@familyrenew.org Phone Number: 224-627-1185

Foundations of Stability: Deland Transitional Housing

Proposed Project Title: Rehabilitation Initative

Project should be classified as:

☐ Maintenance ☐ Deferred Maintenance ☒ Rehabilitation ☐ New Construction

Reason for determination given:
Attach additional pages or documentation as needed.

Mark Abbey	Mark Abbey	5/7/25
Certifying Employee Printed Name	**Certifying Employee Signature**	**Date**

J. Conflict of Interest Statement

Please read and sign at the bottom of the next page, signifying that you have read and agree to adhere to the following policy. Also, please disclose any potential conflicts including any boards or committees currently serving on, any private companies owned by you or members of your Board of Directors, and any other potential conflicts.

(a) *Applicability.* (1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.

(2) In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to §570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to §570.203, 570.204, 570.455, or 570.703(i)).

(b) *Conflicts prohibited.* The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. For the UDAG program, the above restrictions shall apply to all activities that are a part of the UDAG project and shall cover any such financial interest or benefit during, or at any time after, such person's tenure.

(c) *Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

(d) *Exceptions.* Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) *Threshold requirements.* HUD will consider an exception only after the recipient has provided the following documentation:

(i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
(ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(2) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:

(i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available.
(ii) Whether an opportunity was provided for open competitive bidding or negotiation.
(iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class.
(iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question.
(v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section.
(vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
(vii) Any other relevant considerations.

Name	Conflicts/Potential

Authorized Official		CDBG Liaison	
Lindsey Elliott 5/1/25			
Signature	Date	Signature	Date

VOLUSIA COUNTY PROPERTY APPRAISER
LARRY BARTLETT, JD, CFA
WE VALUE VOLUSIA

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

Property Summary

Alternate Key:	2246651
Parcel ID:	701610000211
Township-Range-Section:	17 - 30 - 16
Subdivision-Block-Lot:	10 - 00 - 0211
Owner(s):	FAMILY RENEW COMMUNITY INC - FS - Fee Simple - 100%
Mailing Address On File:	810 RIDGEWOOD AVE HOLLY HILL FL 32117
Physical Address:	259 W VOORHIS AVE, DELAND 32720
Building Count:	1
Living Units:	8
Neighborhood:	7011 - GARDEN APARTMENT - WEST VOLUSIA
Subdivision Name:	BOND LUMBER CO BLK 9 HOWRYS ADD
Property Use:	0800 - MFR <10 UNITS
Tax District:	012-DELAND
2024 Final Millage Rate:	18.4144
Homestead Property:	No
Agriculture Classification:	No
Short Description:	S 60 FT OF LOT U & S 60 FT T BLK 9 HOWRYS ADD DELAND MB 5 PG 127 PER OR 4734 PG 3849

Property Values

Tax Year:	2025 Working	2024 Final	2023 Final
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	$300,853	$294,948	$237,591
Land Value:	$96,000	$96,000	$96,000
Just/Market Value:	$396,853	$390,948	$333,591

Working Tax Roll Values by Taxing Authority

Values shown below are the 2025 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2024 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority		Just/Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017	CAPITAL IMPROVEMENT	$396,853	$396,853	$396,853	$0	1.5000	$0.00
0012	DISCRETIONARY	$396,853	$396,853	$396,853	$0	0.7480	$0.00
0011	REQ LOCAL EFFORT	$396,853	$396,853	$396,853	$0	3.0370	$0.00
0050	GENERAL FUND	$396,853	$312,957	$396,853	$0	3.2007	$0.00
0053	LAW ENFORCEMENT FUND	$396,853	$312,957	$396,853	$0	1.5994	$0.00
0055	LIBRARY	$396,853	$312,957	$396,853	$0	0.3891	$0.00
0058	VOLUSIA ECHO	$396,853	$312,957	$396,853	$0	0.2000	$0.00
0057	VOLUSIA FOREVER	$396,853	$312,957	$396,853	$0	0.2000	$0.00
0065	FLORIDA INLAND NAVIGATION DISTRICT	$396,853	$312,957	$396,853	$0	0.0288	$0.00
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	$396,853	$312,957	$396,853	$0	0.1793	$0.00
0070	WEST VOLUSIA HOSPITAL AUTHORITY	$396,853	$312,957	$396,853	$0	1.0480	$0.00
0150	DELAND	$396,853	$312,957	$396,853	$0	6.2841	$0.00
						18.4144	$0.00

Non-Ad Valorem Assessments

Project	#Units	Rate	Amount

Estimated Ad Valorem Tax:	$0.00
Estimated Non-Ad Valorem Tax:	$0.00
Estimated Taxes:	**$0.00**
Estimated Tax Amount without SOH/10CAP ⓘ	$7,307.81

Where your tax dollars are going:

Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	County Exemptions	County Taxable	HX Savings
2024	$96,000	$294,948	$390,948	$284,507	$284,507	$0	$0
2023	$96,000	$237,591	$333,591	$258,643	$258,643	$0	$0
2022	$96,000	$139,130	$235,130	$235,130	$235,130	$0	$0
2021	$96,000	$127,630	$223,630	$223,630	$223,630	$0	$0
2020	$96,000	$129,321	$225,321	$225,321	$225,321	$0	$0
2019	$80,000	$131,333	$211,333	$211,333	$211,333	$0	$0
2018	$72,000	$135,958	$207,958	$200,299	$200,299	$0	$0
2017	$69,838	$112,252	$182,090	$182,090	$182,090	$0	$0
2016	$69,838	$103,024	$172,862	$172,862	$172,862	$0	$0

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0300-MULTI FAM - OVER 10	N	U-UNIT	8					12,000	$96,000
									Total Land Value:	$96,000

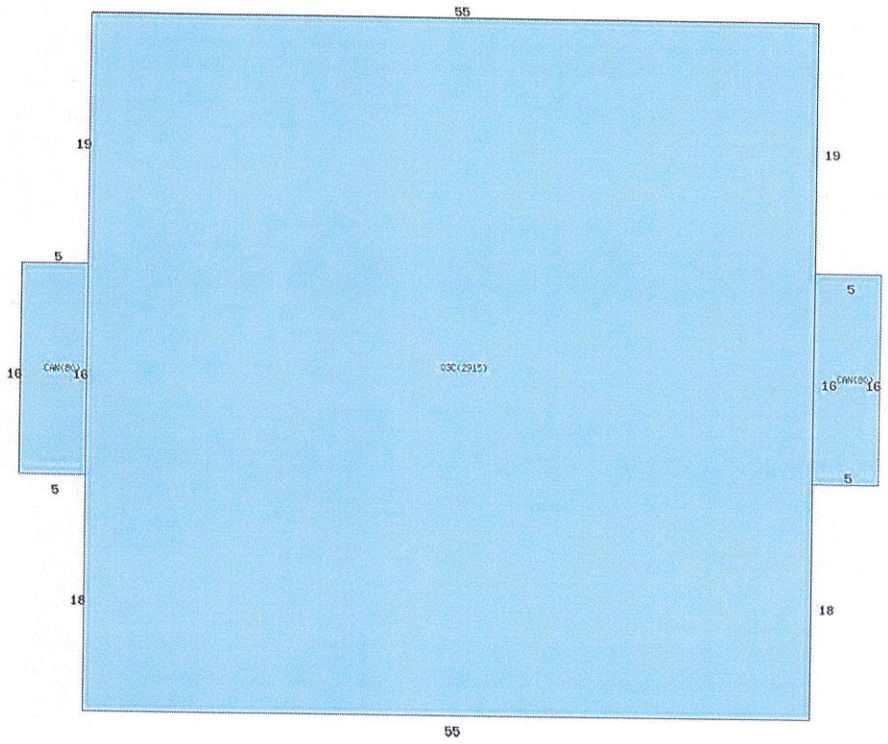
Building(s) - Commercial

Card (Bldg) #1

Structure Code:	C - CONCRETE/MASONRY	**Base RCN**	$693,364
		Percent Good	43 %
Class:	-	**Total RCNLD**	$298,147
Grade:	300	**Market (NBHD)**	1
Built / Effective Year:	1959 / 1985	**Factor**	
Total / Business Area	5990 / 5830	**Cost Value**	$298,147

Summary of Commercial Sections Data

Line #	From-To Floor	Section Finish	Stories	Area	Total Area	Business Area	Year Blt
1	01 -02	03C - APARTMENT, AVERAGE	2	2,915	5,830	5,830	
2	01 -01	CAN - CANOPY	1	80	80	N/A	
3	01 -01	CAN - CANOPY	1	80	80	N/A	
					5,990	5,830	



Miscellaneous Improvement(s)

#	Type	Year	Area	Units	L x W	Depreciated Value
1	PVC-PAVING CONCRETE	1986	216	1		$712
2	FEN-FENCE CHAIN LINK	2008	70	1		$241
3	WFN-FENCE, WOOD	2008	152	1		$621
4	FNV-FENCE, VINYL	2012	127	1		$1,132
					Total Miscellaneous Value:	$2,706

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description and/or recorded and indexed with the Clerk of the Court.

Book/Page	Instrument No.	Sale Date	Deed Type	Qualified/Unqualified	Vacant/Improved	Sale Price
4734 / 3849	2001181924	08/15/2001	QC-QUIT CLAIM DEED	UNQUALIFIED	IMPROVED	$100
2634 / 0027		11/15/1984	WD-WARRANTY DEED	UNQUALIFIED	IMPROVED	$69,800
2155 / 1639		03/15/1980	WD-WARRANTY DEED	UNQUALIFIED	IMPROVED	$65,000

Property Description

NOTE: This property description may be a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Volusia County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property descriptions found on this site.

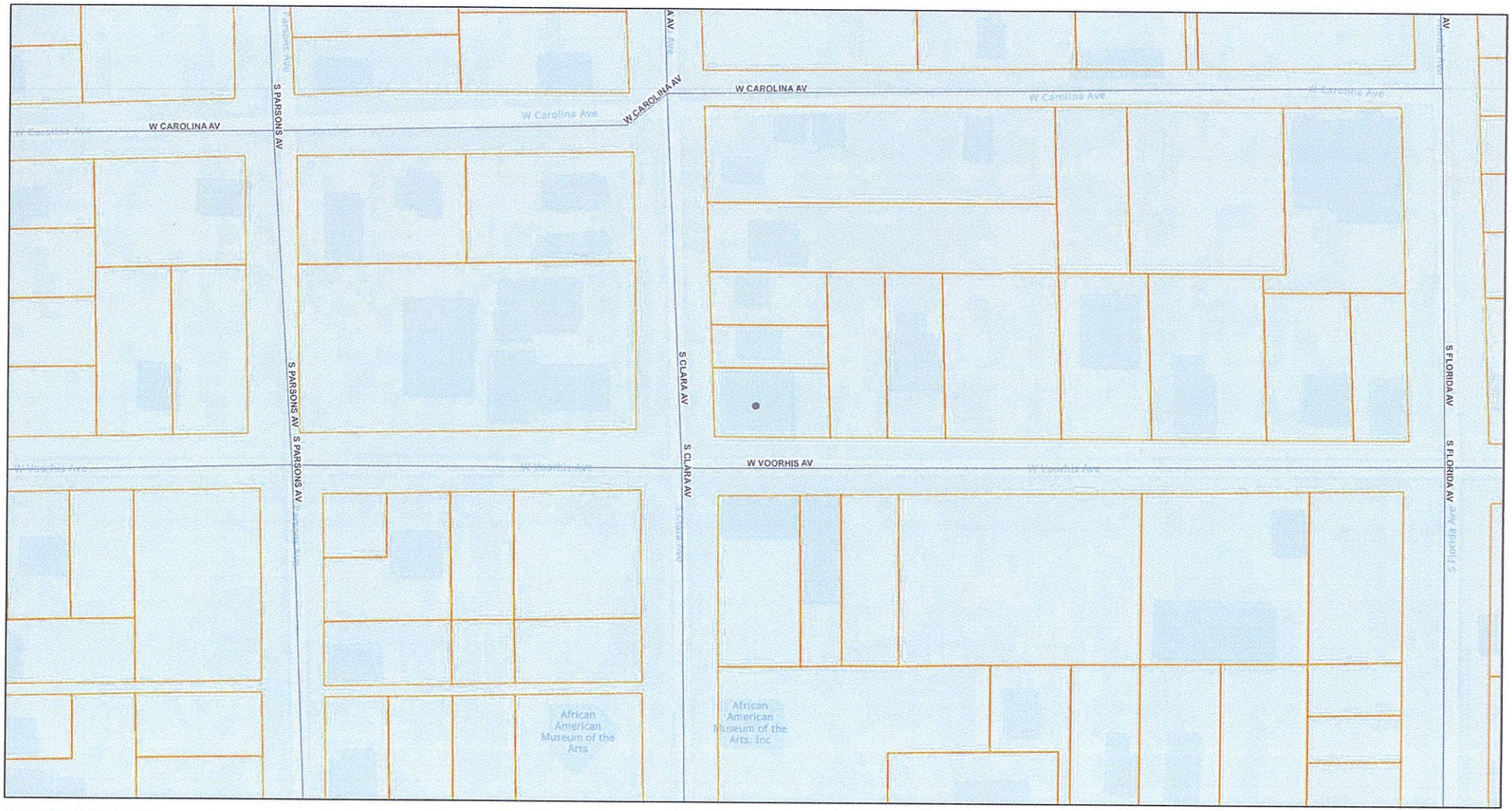
Legal Description	Millage Group	Township-Range-Section	Subdivision-Block-Lot	Date Created
S 60 FT OF LOT U & S 60 FT T BLK 9 HOWRYS ADD DELAND MB 5 PG 127 PER OR 4734 PG 3849	012	17 - 30 - 16	10 - 00 - 0211	18-DEC-81

Permit Summary

NOTE: Permit data does not originate from the Volusia County Property Appraiser's office. For details or questions concerning a permit, please contact the building department of the tax district in which the property is located.

Date	Number	Description	Amount
	0514001	190 FT OF FENCE	$5,000
10/23/2014	0517080	RE-ROOF	$8,800
08/24/2011	0511848	REPLACE 2 TON, 13 SEER	$2,800
12/22/2008	0508037	SFR RENOVATION	$22,500
09/27/2002	02-01036	ADDITIONS/ALTERATION	$2,300
05/09/2002	02-00529	ADDITIONS/ALTERATION	$19,536
11/19/2001	01-01012	MISCELLANEOUS	$1,900
10/07/1998	98-00801	MISCELLANEOUS	$5,000
09/01/1985	9114	REMOD. TO 03C BG 2-9-87	$84,000

Volusia County Property Appraiser



5/6/2025, 7:14:58 AM

Parcel
Parcel Text
County Boundary
Streets
Cities
DELAND

1:1,128

0 0.01 0.02 0.04 mi
0 0.02 0.04 0.07 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland,

ArcGIS Web AppBuilder
VCPA 2021

Family Renew Community
DeLand Campus Rehabilitation

Description: Repair aging building systems and bring them up to date with modern energy efficient and code compliant systems. Avoid ongoing and future repair costs due to deteriorating and failing systems.

Date of Estimate: April 23, 2025

Item	Description	Quantity	Unit	Material	Labor	Subtotal	Extended Material	Extended Labor	Total
Roofing	Remove existing roll roofing. Inspect and replace wood roof deck as required. Patch wood roof deck at areas of removed HVAC. Install 30-year shingle roofing. Re-use existing gutters and downspouts.	49	SQ	$ 185.00	$ 450.00	$ 635.00	$9,065	$22,050	$31,115
HVAC	Remove aging split systems from each HVAC closet and from the roof. Install modern energy efficient ductless split systems. Mount new condenser units outside on precast concrete curbs. Route new condenser piping along outside of building.	8	EA	$ 2,000.00	$ 1,500.00	$ 3,500.00	$16,000	$12,000	$28,000
Plumbing	Install modern up-to-code PEX water supply piping, valves and fittings. Route piping in existing utility chases. Old copper and PVC piping to capped and remain in place (no need to remove). Coordinate schedule to minimize downtime.	32	Fixtures	$ 400.00	$ 1,200.00	$ 1,600.00	$12,800	$38,400	$51,200
	Remove aging gas water heaters. Install modern efficient electric water heaters.	8.00	EA	$ 350.00	$ 700.00	$ 1,050.00	$2,800	$5,600	$8,400
Electrical	Remove existing electrical sub-panels and install new larger capacity sub-panels. Re-use existing breakers. Add additional breakers for added electric HVAC and water heaters. Install new branch circuit wiring for HVAC units and water heaters.	8.00	EA	$ 1,600.00	$ 2,000.00	$ 3,600.00	$12,800	$16,000	$28,800
					Grand Total		**$53,465**	**$94,050**	**$147,515**

TOTAL – Current Prices $147,515

TOTAL 4th Quarter 2025 **$150,465**

TOTAL 1st Quarter 2026 **$153,475**

TOTAL 3rd Quarter 2026 **$156,544**

TOTAL 4th Quarter 2026 **$159,675**

ARTICLE VII

Standing Committees

7.1 Committee Formation & Appointments: The Board will establish Standing Committees as it is deemed necessary to fulfill the operations of the Corporation's organizational structure. Also, the Board will define the functions, powers and duties of each Committee. The Committee Members and ultimate actions of each Committee will be subject to Board approval.

The Chair of each Standing Committee will be selected from the current Board membership and declared by the Nomination Process so they will be voted on at the annual election process. All Board Members, both Faith Based Trustee Representative and At- Large, are expected to be a member of at least one Standing Committee or to contribute to the organization and to the Board in other ways suitable to their time and schedule. Board Members may serve on more than one Standing Committee.

All Honoraries (past Board Members) are welcome to serve on any Standing Committee with voting rights in the Committee. Committee members are NOT required to be Trustees or At-Large Members of the Board, and they DO have voting rights on the Committees in which they serve.

In addition, as soon as possible after installation, the Board will approve each Committee Membership. The President may appoint and discharge AD HOC Committees, as needed, to address specific issues.

All Standing Committees will meet as necessary to conduct their business at hand with the frequency determined by the Chair and/or the Membership. All meetings can be held in person and/or virtually. Meetings can be recorded in writing, and the Chair can

appoint a Committee Secretary to record the proceedings. These recordings are not subject to Board review or approval.

In the absence of the Committee Chairperson a temporary surrogate Chair can be elected by the Committee Members. Duties can include running the monthly meeting, sending emails and generally keeping the Committee up to date on the progress of its programs and responsibilities.

Committee Protocol: Committee findings, recommendations and reports will be submitted verbally or in writing to the Board for official action. No Committee finding or recommendations of alternative policies or procedures will be published without the approval of the Board or Executive Committee acting on behalf of the Board.

7.2 Standing Committees

A. Executive Committee: The Executive Committee will consist of the Corporate Officers – the President, the Vice-President of Mission Leadership, the Vice-President of Fundraising, the Secretary, Buildings and Grounds and the Treasurer. The President will preside at meetings, and the Secretary, or someone who is designated as Secretary, will keep minutes of these meetings.

The Executive Committee shall exercise all the powers of the Board in the intervals between meetings of the Board. The Committee will report any and all actions taken to the full Board at the next regularly scheduled meeting, and these actions will be included in the regular Board meeting minutes. Action of the Executive Committee requires 2/3 of the Committee Members to approve or deny.

B. Mission Leadership Committee: (Combined with Administration/ Leadership/Nominating/Committees) The Mission Leadership Committee, chaired by the Vice-President of Mission Leadership, will oversee any changes that are proposed to the Bylaws and policies of the Corporation.

This Committee is also responsible for preparing a slate of officers and presenting the slate prior to the Annual Meeting. The Mission Leadership Chair will place this slate of officers in nomination for acceptance by the Board. (Nominations may be made from the floor at the time of the election provided written consent of the nominee has been obtained.)

The Mission Leadership Committee is a liaison between the Executive Committee and the Board making communication the key component. In addition, this Committee is the

liaison between the Executive Director and Pastors, Priests and Rabbis who lead the faith-based community closely affiliated with the Corporation.

This Committee is also responsible for the continuing education of Board Members about:

1. program components;
2. unique features of FRC;
3. opportunities for Board Member participation in the program and in events that benefit the program.

Within forty-five (45) days of the annual Meeting, new and returning Board members will attend an orientation to acquaint or reacquaint them with pertinent information about the Corporation's organizational structure and program. In addition, a visit to all campuses will be afforded to new and returning Board Members.

C. **Building & Grounds Committee:** It is the responsibility of the Building & Grounds Committee to maintain awareness of the material conditions of all of the Corporation's residences and outbuildings, fences and walls, playgrounds, parking areas, trees and open spaces of all of the Corporation's properties.

This Committee will recommend actions to the Executive Committee and to the full Board to make repairs and correct material problems as needed. Also, the Committee will oversee the progress of work on major repairs and upgrades of buildings and facilities, including tree trimming, and report the status of all the above to the full Board.

A minimum of two (ideally three) bids are required for expenditures over $5,000.00. The Building & Grounds Committee will submit requests for funds for repairs and maintenance to the Finance Committee or Executive Committee which will discuss, approve, deny or request changes.

D. **Fundraising Committee:** The Fundraising Committee may have Members who are not Members of the Board. The Fundraising Committee, chaired by the Vice President of Fundraising, is responsible for assisting staff in:

1. fund-raising activities and events;
2. appointing Chairs for fund-raising sub-committees and events;
3. reporting to the Board on planned events for approval;
4. developing new and alternative means of generating income for the Corporation;
5. public relations – soliciting estate donations, etc

FAMILY RENEW COMMUNITY

FAMILY RENEW COMMUNITY is an ecumenical, Judeo-Christian undertaking, by numerous religious organizations of our area. All of the religious groups are financial sponsors, and comprise the Directorship of **FAMILY RENEW COMMUNITY**, a non-profit corporation.

Faith Based Trustees

Basilica of St. Paul Catholic Church
Church of the Epiphany Catholic Ch.
Community United Methodist Church
Covenant United Methodist Church
Edgewater Alliance Church
First Presbyterian Church DeLand
First United Methodist Church of Ormond
Lighthouse Christ Presbyterian Church
Ormond Beach Presbyterian Church
Our Lady of Hope Catholic Church
Our Lady of Lourdes Catholic Church
Prince of Peace Catholic Church
Seabreeze United Church
St. Barnabas Episcopal Church
St. Brendan Catholic Church
St. James Episcopal Church
St. Peter Catholic Church
Temple Beth-EL
Tomoka United Methodist Church
Unitarian Universalist Congregation

In The Beginning...

The business recession of 1989 and the resulting widespread unemployment created alarm among Social Service agencies as well as religious and charitable organizations. They saw a growing number of families with children existing in automobiles, in tents, and on the streets. Catholic, Protestant and Jewish leaders met to cooperate in tackling what was becoming a major problem.

Thus, FAMILY RENEW COMMUNITY was created. The plan was to provide transitional housing (6 months to one year) for homeless families with children, who were willing to work toward their own economic stability. The plan included services to enable them to break the cycle of poverty and transform their lives. The rooms of a motel complex in Holly Hill were converted to tiny cottages for two-parent families with children.

Going Forward...

After years of successfully serving that segment of the homeless population at 810 Ridgewood Avenue, Holly Hill, FAMILY RENEW COMMUNITY was awarded a start-up grant from the Federal Government to provide the same quality services to eleven single parent families with children.

In 1997, Family Renew Community purchased an apartment building located at 105 South Street in Daytona Beach to house single mothers with children. A fund drive called "Operation 300" was launched in 1997 to raise the matching funds needed for this grant.

Our third facility was opened early 2002 in DeLand and provides housing for seven single and two parent families with children. This apartment building was donated by Tom and Linda O'Quinn.

Our "SECRET ATTIC THRIFT STORE" in Ormond Beach (Granada Plaza at A1A) helps raise money for the services we provide for our participants. Merchandise donations help furnish all 32 apartments and our resident families receive complimentary referrals to the store for clothing and other needs.

Tomorrow...

With the strong support of the Religious community, government agencies, the United Way of Volusia/Flagler and concerned citizens, we help make an impact on the problem of homelessness in our area. Our future goals include expansion into Southeast Volusia and Flagler County. **Your generous contributions are essential for the continued success of our mission.**

FAMILY RENEW COMMUNITY

If you would like to volunteer your time and talent to Family Renew Community, or would like any further information about our agency, please call:

Administrative Offices

810 Ridgewood Avenue • Holly Hill FL 32117
386-239-0861
Executive Director: Lindsay Elliott
Development Director: Jennifer Robertson
Business Administrator/Volunteer Coordinator: Yolanda Parra

Residential Campuses

Daytona Beach
(Single Mothers with Children)
105 South Street • Daytona Beach, FL 32114
386-258-5993
Program Manager: Laurie Archer-Dugo

DeLand
(Two Parents/Single Parents with Children)
259 W. Vorrhis Avenue • DeLand, FL 32720
386-736-0500
Program Manager: Linda Carson Adkinson

Holly Hill
(Two Parents/Single Parents with Children)
810 Ridgewood Avenue • Holly Hill FL 32117
386-252-0711
Program Manager: Anita Brooks

Thrift Store

Secret Attic Thrift Store
32 N. Ocean Shore Boulevard (A1A)
Granada Plaza, Ormond Beach, FL 32176
386-615-3837
Manager: Christopher Whitewood

COMMUNITY FOUNDATION

United Way
Volusia-Flagler Counties

A HAND UP, NOT A HAND OUT!

FAMILY RENEW COMMUNITY

Transitional Housing for Homeless Families with Children Since 1989

COMMUNITY FOUNDATION
United Way
Volusia-Flagler Counties

P.O. Box 250123
Holly Hill, FL 32125

www.familyrenew.org

The **Problem:**

- *Children with their Parents, sleeping in cars, in tents, or in the streets with little hope of shelter or care...*
- *Children forced to live in unsanitary, over-crowded, even unsafe conditions, because of insufficient family income...*
- *Parents whose low wage level prevents them from saving enough for minimum rent and utility deposits for their own house or apartment...*
- *A heartsick father considering abandoning his children so that they will qualify for public assistance...*

The **Solution:**

- *FAMILY RENEW COMMUNITY is an organization which provides over **58,000+ bed nights per year of transitional housing** for homeless families with children!*
- *FAMILY RENEW COMMUNITY is a NON-PROFIT agency whose staff and volunteers **help homeless parents learn budgeting, nutrition, and practical parenting.***
- *FAMILY RENEW COMMUNITY is an opportunity for parents to **save toward permanent housing and to reorder their priorities and lifestyle** while living in cost-free temporary housing.*
- *FAMILY RENEW COMMUNITY is **children experiencing the security of a happier, unbroken family** as parents learn to be self-sufficient, breaking the cycle of poverty.*

We Need Your Help!

Your Pledge or Donation can produce positive, life-changing results...

Would you like to Volunteer?
Call (386) 944-9938 For More Information!

Our Mission

Family Renew Community considers homelessness in Volusia County to be a problem worthy of major concern. To this end, Family Renew Community, in conjunction with faith based organizations, governmental bodies and the private and public sectors, works to provide the support, services, and transitional housing needed by homeless families with children. The purpose is to achieve both permanent housing and self-sufficiency.

FRC FAMILY RENEW COMMUNITY

YES! I Want to Help!

I will support FAMILY RENEW COMMUNITY with a MONTHLY PLEDGE of...

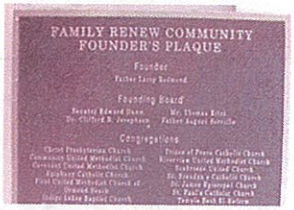
☐ $25 ☐ $50 ☐ $100 ☐ $200 ☐ $_____

☐ *I am unable to pledge at this time. Please accept my one-time gift of $_____*

Name				
Address				
City		State	ZIP	
Phone		Cell Phone		
Email				

Make checks payable to FAMILY RENEW COMMUNITY - P.O. Box 250123 - Holly Hill, FL 32125

Our Facilities



Administrative Offices

Holly Hill Residential Campus

Daytona Beach Residential Campus

DeLand Residential Campus

Renovations beginning soon- potential funding through Volusia County Community Development Block Grant.
Contact **frc@familyrenew.org** for more information.

Edgewater Residential Campus/serving Southeast Volusia County

Contact **frc@familyrenew.org** for more information.

Activate Windows
Go to Settings to activate.

Volusia County
FLORIDA

June 10, 2025

Lindsay Elliot, Executive Director
Family Renew Community, Inc.
810 Ridgewood Ave.
Holly Hill, FL 32117

Re: FY 2025/26 Community Development Block Grant (CDBG) Application Decision

Dear Ms. Elliot,

The County of Volusia received and reviewed your application for Community Development Block Grant funds in the amount of $147,515 for the Foundations of Stability: DeLand Transitional Housing Rehabilitation project.

The evaluation committee is recommending the project be funded at the full request of $147,515. This recommendation is contingent upon receipt of a letter of support from the City of DeLand. Please note that this letter does not constitute approval as the project must still go before the Volusia County Council and be approved by HUD. There are also environmental review requirements that must be met prior to the execution of any agreement. Please wait until an Authorization to Proceed is issued to begin any project activities outside of planning.

Should you have any questions, please feel free to contact Eva Colee at 386-736-5955 ext. 15593.

Sincerely,

Brittany Louis, Activity Project Manager
Grants Administration