#### ORDINANCE NO. 16-294

AN ORDINANCE AMENDING THE ZONING MAP OF THE LAND DEVELOPMENT CODE TO REZONE 4.6± ACRES OF PROPERTY LOCATED AT 901 SIXTH STREET FROM M-1 (LOCAL INDUSTRY) DISTRICT TO PD-G (PLANNED DEVELOPMENT-GENERAL) DISTRICT: AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE HALIFAX MEDIA PLANNED DISTRICT AGREEMENT WITH RPS NEWS **JOURNAL** BUILDING. LLC. TO **PERMIT** THE DEVELOPMENT OF CERTAIN COMMERCIAL USES; APPROVING THE PRELIMINARY PLAT; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, certain property located at 901 Sixth Street is currently zoned M-1 (local industrial) district; and

WHEREAS, the property owner, RPS News Journal Building, LLC, has requested that the City rezone the property to PD-G (planned development-general) district and has submitted a development agreement permitting certain commercial uses; and

WHEREAS, the Planning Board has reviewed the proposed rezoning and recommends approval.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF DAYTONA BEACH, FLORIDA:

SECTION 1. The Zoning Map of the City's Land Development Code is hereby amended to rezone 4.6± acres of property located at 901 Sixth Street from M-1 (local industrial) district to PD-G (planned development-general) district. The property is more particularly described in Exhibit A of the Planned District Agreement.

SECTION 2. The City Commission hereby approves and the Mayor and City Clerk are hereby authorized to execute the Halifax Media Planned District Agreement with RPS News Journal Building, LLC, permitting development of certain commercial uses in accordance with standards set forth therein. A copy of the Agreement in substantially final form is attached hereto and made a part hereof by reference.

SECTION 3. The Preliminary Plat, Exhibit C of the Agreement, is hereby approved in accordance with § 3.4.K.5.d., LDC.

SECTION 4. A Public Hearing at 6:00 p.m., Wednesday, November 2, 2016, in Commission Chambers, City Hall, 301 South Ridgewood Avenue, Daytona Beach, Florida, after notice published, is deemed to comply with the Land Development Code and state law.

SECTION 5. The City Commission has received the report of the Planning Board recommending approval of the Zoning Map amendment.

SECTION 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

# SECTION 7. This Ordinance shall become effective immediately upon its

adoption.

DERRICK L. HENRY

Mayor

ATTEST:

LETITIA LAMAGNA

City Clerk

Passed: October 19, 2016 Adopted: November 2, 2016

Document prepared by:			
Return recorded document to:			
City of Daytona Beach Records Clerk			
P.O. Box 2451			
Daytona Beach, FL 32115-2451			

### HALIFAX MEDIAPLANNED DISTRICT AGREEMENT

The CITY OF DAYTONA BEACH, FLORIDA, a Florida municipal corporation located in Volusia County, Florida ("City"), and RPS News Journal Building, LLC, a Florida Limited Liability Company, the record title property owner ("Owner"), hereby agree and covenant, and bind their heirs, successors, and assigns, as follows:

### 1. PROPERTY DESCRIPTION AND OWNERSHIP.

- A. The property subject to this Agreement consists of approximately 4.6+/- acres of real property ("Property") and is described in Exhibit "A", attached hereto and by reference made a part hereof.
  - B. The Property is under the sole ownership of Owner
- C. The Planned Development consists of land located within the City of Daytona Beach and the City of Holly Hill and contains four lots of 1.9+/- acres, 1.8+/- acres, 1.3+/- acres and 0.6+/- acre, along with an access parcel of 0.5+/- acre as shown on the Preliminary Plat.
- D. Owner previously obtained approval of a Preliminary and Final Plat by the City for the above described property and all subdivision related improvements were constructed to the satisfaction of both the City of Daytona Beach and the City of Holly Hill. The completed subdivision improvements provide for water and sewer service to the Planned Development. The City of Holly Hill has accepted these improvements and operates and maintains these water and sewer facilities. Exhibit C, Preliminary Plat, represents a modified boundary to the previously approved Preliminary Plat.

#### 2. EXHIBITS.

The Exhibits listed below are by reference made a part hereof, and copies or reduced size copies are attached hereto. Full-sized copies of the Exhibits shall be retained by the City Clerk and shall be controlling in case of any ambiguity in the Exhibits. In the event of a conflict between the graphic illustrations of any Exhibit and the textual provisions of this

Agreement, the textual provisions shall control.

Exhibit A: Property legal description, survey.

Exhibit B: Site Plan, prepared by Finley Engineering Group

Exhibit C: Preliminary Plat, prepared by Upham, Inc.

#### 3. **DEVELOPMENT PLAN.**

A. Developer has designated the Property as Halifax Media.

- B. The Property will be developed as a Planned Development General (PD-G) pursuant to the City's Land Development Code (LDC). Development shall be controlled by the LDC and the terms and provisions of this Agreement. In the event of a conflict between this Agreement and the LDC or other ordinances, this Agreement shall control. If this Agreement fails to address a particular subject or requirement, the applicable requirements of the LDC or other City ordinance in effect at the time of development plan approval shall control.
- C. Development of the Property shall be consistent with Exhibit B (Site Plan). Exhibit B generally depicts the planned layout of buildings, parking areas, driveways, common areas, and other planned features or improvements to the Property. Since the exact type of Users for this property is not known at the present time, several options for the development of the lots have been provided for in Exhibit B.
- D. ADDITIONAL LOT DEVELOPMENT CRITERIA. The following lot development criteria shall apply to the Property:
  - (1) Maximum building height of 35 feet;
  - (2) Maximum individual building size of 45,000 sq. ft.
  - (3) Maximum Floor Area Ratio (FAR) = 0.40
  - (4) Setbacks: side 5 ft.; front 50 ft. (Nova Road); rear 10 ft.
  - (5) 35% Maximum building coverage;
  - (6) 20% Minimum open space on the overall property;
  - (7) 80% Maximum impervious surface area;
  - (8) Maximum density 0 (du/ac)
  - (9) Slopes within any dry retention pond(s) shall be 4:1 without a fence;
  - (10) Dry retention pond(s) shall count toward open space requirements; and
  - (11) Landscape requirements shall meet the 50 foot scenic setback criteria for Nova Road (Sodded Fill Slopes shall be an acceptable feature of the scenic setback)
  - E. Developer will subdivide the Property in accordance with the requirements of

the LDC. Exhibit C is the preliminary plat for purposes of complying with the preliminary plat requirements of the LDC. . Site development approval, of the individual lots is contingent upon approval of a Site Plan that is consistent with this Agreement and the City's Land Development Code.

F. UNIQUE FEATURES OF THE PROPERTY. It is recognized by both parties, that Site Plans, for certain of the parcels, require development across Municipal boundaries with a portion of development taking place in the City of Holly Hill. Planning for this development was done so that no building would lie within both Cities. The intent of this Planned Development is to have the entire building for Lots 2, 4 and 5 of the Subdivision to lie wholly within the City of Daytona Beach. Parking and other features of the development of these lots shall be allowed to be within the City of Holly Hill. Development of Lot 6 lies entirely within the City of Holly Hill. Lot 3 of the Subdivision is strictly for Access to Lot 1 of the Subdivision. Lot 1 of the subdivision is currently zoned properly for its current use and is not a part of this Planned Development.

## 4. CONFORMANCE WITH COMPREHENSIVE PLAN; CONCURRENCY; PERMITS.

- A. The City has determined that the Property is suitable in size, location, and character for the uses proposed, and that the uses proposed are consistent with the City's comprehensive plan.
- B. Developer shall be responsible for obtaining all development permits required by the LDC and applicable federal and state laws. Developer specifically acknowledges that approval of this Agreement does not constitute a Concurrency Certificate as required by the LDC, and that Developer will be required to separately obtain a Concurrency Certificate or, where applicable, to enter into proportionate fair share agreement. Approval of this agreement and exhibits is not a permit to begin clearing, to begin site work, or to begin construction without necessary permits.
- C. The City agrees to issue the required permits for development of the Property in the manner set forth in this Agreement and the LDC.

### 5. PERMITTED USES.

The following uses are permitted within the Property, subject to compliance with the Use-Specific Standards set forth in Article 5, LDC:

Newspaper or Magazine publishing Radio or Television Studio Adult Day Care Center Child Care Facility College or University Private School

Vocational School Medical or Dental Clinic or Office Medical or Dental Lab **Medical Treatment Facility** Civic Center Club or Lodge Place of Worship **Animal Grooming Business Service Center** Conference or Training Center **Employment Agency** Travel Agency **Antique Store Art Gallery** Art, Craft, Music, Dance, Martial Arts Studio / School Bank with or without Drive-Through Service **Check Cashing Service Convenience Store** Gas Station **Drug Store with or without Drive-Through Service** Restaurant with or without Drive-through Service Restaurant with Drive-In Service **Specialty Eating or Drinking** Car Wash or Auto Detailing **Business Services Office Contractor's Office Professional Services Office** Cinema **Dry Cleaning Establishment** Florist Gift Shop or Stationary Store **Grocery Store** Jewelry Store **Home and Building Supply Center** Large Retail Sales Establishment Meat, Poultry or Seafood Market **Personal Services Establishment** Second Hand Retail Shop **Shopping Center** 

### 6. INFRASTRUCTURE.

Other Retail Sales and Service Establishment

A. A stormwater retention facility was constructed in conjunction with the

PD FORM REVISED January 2016 development of the Subdivision. The stormwater retention facility will be maintained at a level consistent with the standards of the St. Johns River Water Management District. Collection and transmission facilities have been located pursuant to the approved Preliminary Plat Construction Plans and will be located pursuant to site plans approved for individual lots or structures. The stormwater management system constructed on this site provides treatment and peak attenuation for this Planned Development area as well as the previously developed Printing Plant located on the adjacent property to the east.

- B. Fire protection of this area is provided through a system of fire hydrants connected to the potable water system constructed with the subdivision improvements.
- C. Stormwater Management of this Planned Development is provided by the Lake system already constructed with the subdivision improvements. These existing stormwater improvements provide treatment and peak attenuation for the 23.67 acres of the subdivision.

### 7. PROPERTY OWNERS' ASSOCIATION AND COMMON AREA MAINTENANCE.

- A. As used in this section, "common areas" and "common facilities" refer to all lands and all facilities that are intended to be set aside for common ownership, use, or benefit, whether or not identified as common areas on Exhibit B, such as conservation easements, retention ponds, subdivision entry walls, and passive recreational areas.
- B. Prior to final plat approval or prior to issuance of the first certificate of occupancy within the development, whichever is earlier, Developer will form and incorporate a non-profit property owners' association. The final plat shall include such language as the City may deem necessary to reflect the association's responsibilities. The association shall be responsible for operation, maintenance, and control of all common areas and common facilities, including signage, landscaping, and stormwater drainage. The association shall have authority to establish and assess dues and fees upon its members in order to recoup the cost of maintenance, and the power to impose and enforce liens against those members who fail to pay such assessments. All persons purchasing property within the project shall be members of the property owners' association. Developer may from time to time add additional covenants and restrictions or make changes in association by-laws as may be required to guarantee that the project will be developed in accordance with the policies outlined in this Agreement.
- C. Prior to final plat approval or prior to issuance of the first certificate of occupancy within the development or phase, whichever is earlier, Developer shall complete construction and installation of all common areas and common facilities within the development or phase; or, for those common facilities within a phase that may be susceptible to damage due to remaining construction, the City may allow postponement of this requirement subject to Developer's provision of adequate assurances that the work will be done. For example, the City may require Developer to post a bond sufficient to cover 120%

of the cost of such facilities according to certified estimates. Any bond shall be in a form approved by the City Attorney.

## 8. ARCHITECTURAL AND DESIGN STANDARDS.

A. All buildings and accessory structures constructed within the Property shall be developed in compliance with the requirements of this section, and with the applicable provisions of the LDC relating to architectural standards where they do not conflict with the provisions of this section.

- B. All of the following requirements shall be met within the Property:
- (1) All buildings and accessory structures shall be consistent with a common architectural theme. The theme shall be established by harmoniously coordinating the general appearance of all buildings and accessory structures, including but not limited to: exterior wall finishes or materials; roof styles, slopes, and materials; colors; and architectural details and ornamentation.
- (2) All structures shall complement one another and shall convey a sense of quality and permanence. Lower grade materials, such as unfinished concrete and prefabricated metal, shall be prohibited.
- (3) Corporate prototype design and materials shall be permitted provided they comply with the provisions of this section.
- (4) False or real windows shall be provided on all elevations visible from public right of way in sufficient size and number to complement the proportions of the building.
- (5) Architectural Elevations will be reviewed at the time of Site Plan submittal and will meet the Land Development Code requirements for building design standards for major thoroughfares.
- (6) Through the LDC site plan review process, the City reserves the right to review the proposed construction of all buildings and structures, to recommend the substitution or inclusion of colors, materials, architectural details, and ornamentation, and to require or prohibit the use of the same to ensure compliance with the requirements of this section.
  - (7) No outside display or storage shall be permitted.
- (8) No vending machines shall be permitted on outside walkways or other outdoor pedestrian areas.
  - (9) The physical appearance of all parking lot lighting fixtures shall be

consistent.

### 9. **ENVIRONMENTAL CONSIDERATIONS.**

Development of the Property shall comply with the LDC tree preservation requirements. Developer shall comply with all rules, statutes, and regulations pertaining to protected wildlife species, including but not limited to the rules and permitting requirements of the Florida Game and Freshwater Fish Commission concerning gopher tortoises.

The completed subdivision improvements were done consistent with St. Johns River Water Management District regulations and U.S. Army Corps of Engineers and Florida Department of Transportation drainage and environmental permits were obtained for the work.

### 10. SIGNAGE.

The Planned Development shall have a uniform sign program, as follows:

- A. One Ground sign (either monument type or pole mounted) and one wall sign, for each lot shall be permitted. Lot 2 of the subdivision shall be permitted one ground sign and one wall sign for each street frontage. The pedestal of the ground sign shall be constructed of the same materials as the walls of the building. The colors of the sign face shall complement and coordinate with the appearance of the buildings on the respective lot.
- B. The size of any ground sign shall not exceed one square foot for every lineal foot of property frontage along the street up to a maximum size of 120 square feet along that frontage. The size of any wall signage shall not exceed two square feet for every lineal foot of street frontage up to a maximum of 200 square feet along that frontage. The maximum height for ground signage shall be ten feet as measured from the edge of paving of the adjacent street.
- C. Ground signs shall be located a minimum of five feet from the street right-of-way line and a within the middle one-third of the property frontage.
- D. Materials and permitting requirements for all signage shall be in accordance with the City's Land Development Code.
- E. Electronic messaging signage is specifically prohibited except that the Planned Development allows a maximum of one sign to display electronic gas pricing.

### 11. EFFECTIVE DATE; COMPLETION SCHEDULE.

A. This Agreement shall be effective upon execution by all parties. The restrictions on use and development imposed by this Agreement shall be binding upon all

successors in interest in the Property, unless and until the City alters or eliminates such restrictions in the course of its actions as zoning authority.

- B. Construction of phase one (subdivision infrastructure) has been completed. Construction of the first building within the Planned Development shall be started within five (5) years of the initial approval of this Agreement and all buildings must be substantially complete within 10 years of the initial approval of this Agreement.
- C. One 12-month extension of the scheduled application or completion dates may be permitted as a minor modification to this Agreement.
- D. Failure to comply with the schedule set out above shall cause the development rights granted pursuant to this Agreement to lapse.

### 12. MINOR MODIFICATIONS.

- A. The following may be administratively authorized as minor modifications to this Agreement:
- (1) Amendments to an Exhibit that are necessary for compliance with the provisions of this Agreement, the LDC, or extra-jurisdictional permitting requirements, and address technical considerations that could not reasonably be anticipated during the Planned Development approval process;
- (2) Have no material effect on the character of the approved PD district, the basic concept and terms of the PD Plan/Agreement. These may include, but are not limited to, the following:
  - a) Structural alterations that do not significantly affect the basic size, form, style, and appearance of principal structures;
  - b) Minor changes in the location and configuration of streets and driveways that do not adversely affect vehicular access and circulation on or off the site;
  - c) Minor changes in the location or configuration of buildings, parking areas, landscaping, or other site features;
  - d) Minor changes in the location and configuration of public infrastructure facilities that do not have a significant impact on the City's utility and stormwater management systems;
  - e) Increases of five percent or less in the total number of parking spaces.

- (3) Modifications of up to 20% to any of the lot dimensional requirements and associated Exhibit revisions, where such modifications are necessary to address minor Exhibit errors or unanticipated conditions that reasonably need to be addressed to ensure the development plan can be implemented, <u>EXCEPT</u>:
  - a) Modifications, such as to floor area ratios, that increase intensity or density of the entire project or any phase by more than 2%;
  - b) Modifications that increase building height or decrease setbacks, yards, or landscaping along the perimeter of the Property by more than 10%;
  - Modifications that, when combined with previously approved minor and substantial modifications, would result in a cumulative change of more than 20% of the original requirement for the area in question; and
  - d) Modifications that would unduly impact City-owned public utilities.
- B. Requests for minor modifications shall be submitted in writing on forms provided by the City. Requests shall be reviewed pursuant to the general technical review process described in the LDC.
- C. Denial of a requested minor modification shall be issued in writing to the applicant. Upon denial, or if more than 60 days elapses after the submittal of a completed application without a decision by the City, the applicant may apply for an amendment to the agreement.
  - D. Approved modifications shall be noted on the official plan documents.

#### 13. AMENDMENTS.

- A. Any revision to this Agreement other than a minor modification as described above shall require an amendment approved by the City Commission after review and recommendation by the Planning Board. Requests for an amendment must be submitted in writing and, except as otherwise provided herein, shall be processed in accordance with the LDC. Notice of public hearings shall be provided as if the application is one to rezone property.
- B. In recognition of the City's general authority to rezone and legislate land uses and zoning requirements, all signatories to this Agreement and all individual lot owners, fee titleholders, mortgagees, or lien holders who now or hereafter own property subject to the this Agreement, agree as follows:
- (1) The property owners association established pursuant to Section 7 above shall be authorized to represent and execute amendments to the Agreement on behalf of all lot owners other than the owners of lots directly impacted by the amendment.

- (2) If the property owners association fails to retain its corporate status, then all directly impacted owners shall be authorized to represent and execute an amendment on behalf of all owners not directly impacted who have received notice of the proposed amendment as required by this Agreement or applicable law.
- (3) For purposes of this section, a lot is "directly impacted" by an amendment to this Agreement only where the amendment would revise the listed uses, dimensional requirements, architectural requirements, or sign requirements for that lot.
- C. No property owner other than one who actually executes an amendment shall be deemed to have waived his or her right to challenge a proposed or executed amendment in the same manner that an affected property owner may challenge zoning or related lot specific changes for property which is not subject to a planned development agreement. Such challenges include: (i) objections to a proposed amendment before the City Planning Board or City Commission, (ii) seeking certiorari review or injunctive action in relation to the adoption of such amendment as provided by law, or (iii) consistency challenges as provided for in Section 163.3215, Fla. Stat., or any successor provision.

#### 14. VARIANCES.

This Agreement shall not be deemed to prohibit any owner of property within the planned development from seeking or obtaining one or more variances from the requirements of this Agreement pursuant to the LDC. In addition to those entitled to notice pursuant to the LDC, notice of any public hearing to consider a proposed variance shall be provided to all persons owning property within the planned development. No such variance shall be deemed to require formal amendment to this Agreement.

### 15. POLICE POWER AND SOVEREIGN IMMUNITY NOT WAIVED.

Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the City as it now or hereafter exists under applicable laws, rules, and regulations. Further, nothing contained in this Agreement shall be construed as a waiver of or attempted waiver by the City of its sovereign immunity under the constitution and laws of the State of Florida.

### 16. COMPLETE AGREEMENT; AGREEMENT TO BE RECORDED.

A. This Agreement represents the complete understanding by and between the parties with respect to the development and use of the Property. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement is hereby voided and superseded by this Agreement.

B. This Agreement shall be recorded in the Public Records of Volusia County, Florida, at Developer's expense. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property.

### 17. VENUE AND SEVERABILITY.

- A. In the event of any claim, action, litigation, or proceeding under this Agreement, venue shall be in Volusia County, Florida.
- B. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity or enforceability of any other provision of this Agreement unless the holding so states.

**IN WITNESS WHEREOF**, the parties hereto attached their hands and seals on the dates set forth below.

[Signature pages following]

Signed, sealed and delivered in the presence of:	FLORIDA, a Florida municipal corporation
Witness 1 Nahed I Skander	By: Muh & Merry Derrick L. Henry, Mayor
Print Name of Witness 1  NUMBER  Witness 2  Print Name of Witness 2	By: Letitia LaMagna, City Clerk  Date: 11-11-14-

STATE OF FLORIDA **COUNTY OF VOLUSIA** 

The foregoing instrument was acknowledged before me this 11th day of Number, 2016 by Dernck L Hering and Witha Language Mayor and City Clerk, respectively, of The City of Daytona Beach, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.



**Notary Public** 

Commission No: FF 169451

Signed, sealed and delivered in the presence	[OWNER]
of:  Witness 1  Metha Hankins  Print Name of Witness 1	By:
Debbi Stueart	Date: October 11,2016
Witness 2.  Print Name of Witness 2	[Corporate Seal]
Signed sealed and delivered in the presence of:	[DEVELOPER, IF DIEFERENT FROM OWNER]
Witness 1	Ry:
Print Name of Witness 1	Title:
10.51	Date:
Witness 2	[Corporate Soal]
Print Name of Witness 2	
State of Arkansas County of Pulaski	
The foregoing instrument was acknowl 201/2, by Kath Jorgan as Treasured to in this agreement as "Owner." He or she is identification and did not take an oath.	edged before me this day of <u>\( \frac{\partial}{\partial} \), referred s [ personally known to me or [ produced as</u>
Nota	Take My Wash ry Public mission No. 12365776

STATE OF		
The foregoing instrument was acknowledged as as	of	day of, referred to
in this agreement as "Developer". oath.	Helson is personally known to r	ne and did not take an
	Notary Public Commission No:	

Approved as to legal form:

Robert Jagger, City Attorney

[Exhibit pages attached:]	
EXHIBIT A	
Legal Description of the Property	
EXHIBIT B	
Site Plan	
EXHIBIT C	
Preliminary Plat	

### **EXHIBIT "A"**

#### HALIFAX MEDIA PD REZONING

#### LEGAL DESCRIPTION

BEING A PORTION OF LOTS 5 AND 6, BLOCK 20, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND ALSO RECORDED IN MAP BOOK 12, PAGES 3 AND 4 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. SAID PARCEL ALSO BEING A PORTION OF BLOCKS 18, 19, AND 20 AND A PORTION OF GLADIOLE STREET AS SHOWN ON REPLAT NUMBER ONE OF HOME ACRES ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 11, PAGE 64 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF BLOCK 20, OF SAID REPLAT OF UNIT ONE OF HOME ACRES WITH THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 5, BLOCK 20 OF SAID MASON AND CARSWELL'S HOLLY HILL; THENCE, RUN NORTH 25 DEGREES 42 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 26.12 FEET; THENCE, RUN NORTH 64 DEGREES 11 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 91.48 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 5A (NOVA ROAD) AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION MAP SECTION 79190-2509, DATED NOVEMBER 28, 1995, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE, RUN NORTH 25 DEGREES 46 MINUTES 29 SECONDS WEST ALONG THE SAID EAST LINE OF NOVA ROAD FOR A DISTANCE OF 855.02 FEET;

THENCE, RUN NORTH 14 DEGREES 21 MINUTES 34 SECONDS EAST FOR A DISTANCE OF 26.04 FEET; THENCE, RUN NORTH 55 DEGREES 41 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 75.76 FEET; THENCE, RUN NORTH 59 DEGREES 51 MINUTES 15 SECONDS EAST FOR A DISTANCE OF 47.85 FEET TO THE NOW ESTABLISHED SOUTH RIGHT-OF-WAY LINE OF SIXTH STREET (40 FOOT WIDE PLATTED STREET PER MAP OF HOME ACRES); THENCE, RUN NORTH 64 DEGREES 18 MINUTES 02 SECONDS EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 192.94 FEET; THENCE, RUN SOUTH 25 DEGREES 41 MINUTES 58 SECONDS EAST FOR A DISTANCE OF 512.38 FEET;

THENCE, RUN SOUTH 64 DEGREES 18 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 19.11 FEET; THENCE, RUN SOUTH 25 DEGREES 41 MINUTES 58 SECONDS EAST FOR A DISTANCE OF 219.28 FEET; THENCE, RUN SOUTH 19 DEGREES 18 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 35.36 FEET;

THENCE, RUN SOUTH 64 DEGREES 18 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 118.45 FEET; THENCE, RUN SOUTH 25 DEGREES 41 MINUTES 58 SECONDS EAST FOR A DISTANCE OF 132.98 FEET; THENCE, RUN SOUTH 64 DEGREES 11 MINUTES 08 SECONDS WEST FOR A DISTANCE OF 168.16 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THEREFROM, THE PORTION BEING WITHIN THE CORPORATE LIMITS OF THE CITY OF HOLLY HILL, BEING

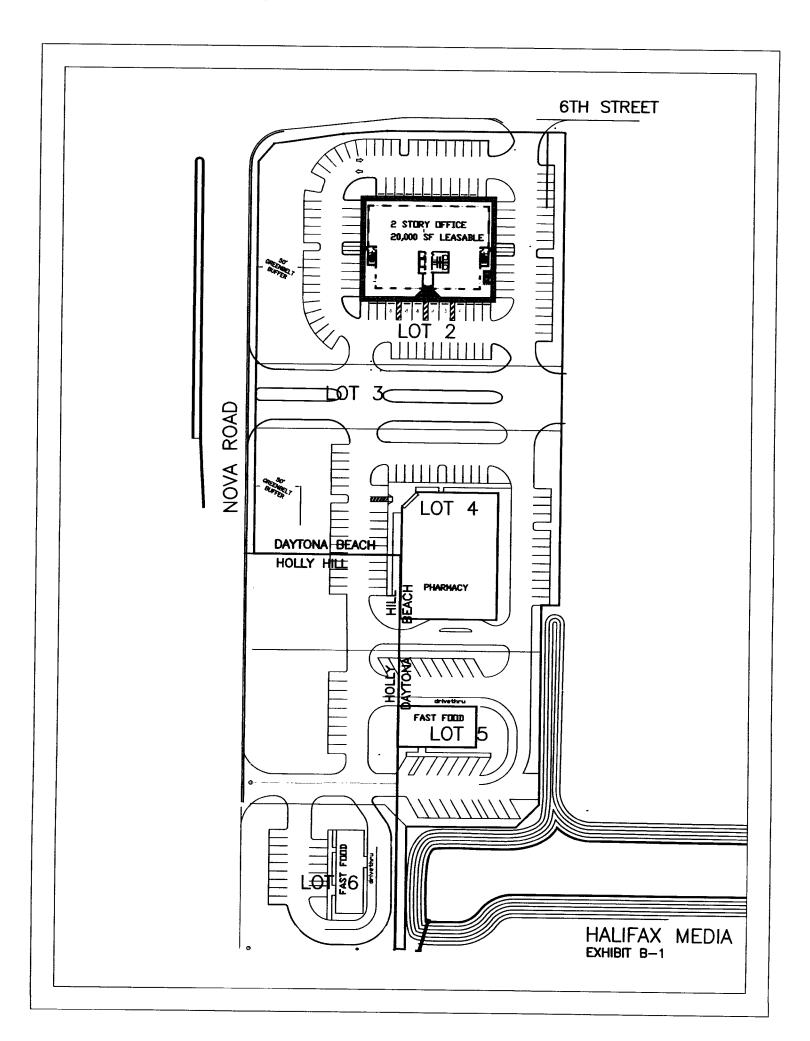
LEGAL DESCRIPTION: PARCEL #4244-01-20-0060

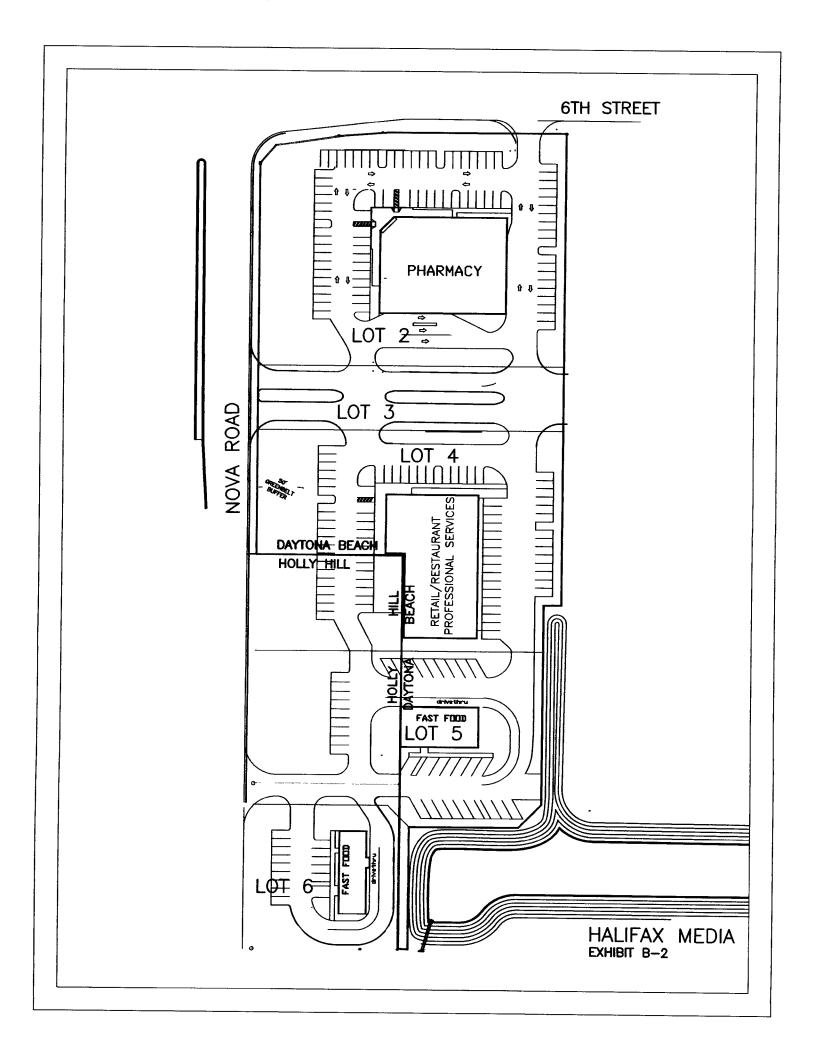
THE NORTH 180 FEET OF THE SOUTH 200 FEET OF THE EAST 158.71 FEET (MEASURED ON THE SOUTH LINE) AND 158.83 FEET (MEASURED ON THE NORTHERLY LINE) OF THE WEST 320 FEET OF LOT 6, BLOCK 20 MASON AND CARSWELLS HOLLY HILL, ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 2, PAGE 90, AS RERECORDED IN MAP BOOK 12, PAGE 3, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND AS PER BOOK 3739 PAGE 1893, AND PER BOOK 5574 PAGE 0853, PER BOOK 6461 PAGES 649 - 665 OF THE OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA

#### ΛND

LEGAL DESCRIPTION: PARCEL #4244-01-20-0061

THE NORTHLY 250 FEET OF THE SOUTHERLY 450 FEET OF THE WESTERLY 320 FEET OF LOT 6, BLOCK 20, EXCEPTING 70 FEET ALONG THE WESTERLY LINE RESERVED FOR DRAINAGE, MASON AND CARSWELLS HOLLY HILL ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 2, PAGE 90, AS RE-RECORDED IN MAP BOOK 12, PAGE 3, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND AS PER BOOK 6461 PAGES 649 - 665 OF THE OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA





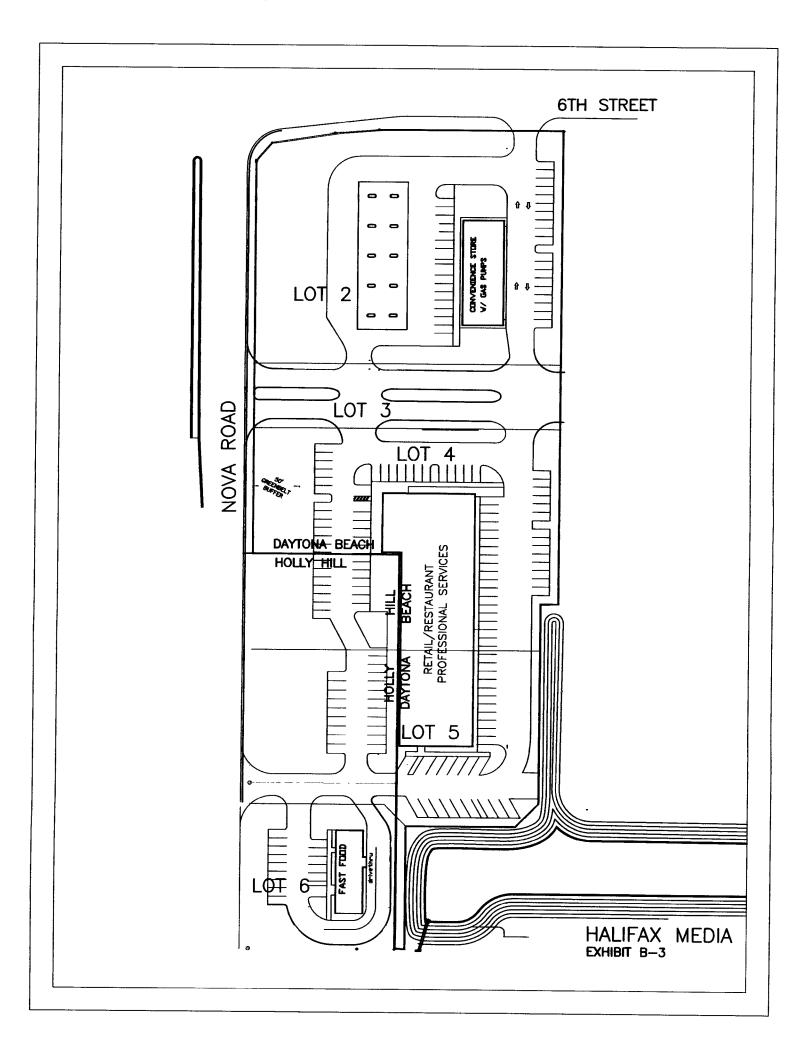


EXHIBIT "C" PRELIMINARY PLAT

#### STARY OF THE STATE AND THE STARY OF THE STAR UNITH CORDUMN SHALL BY TOR THE USE OF THE CITY OF HOLLY HILL FOR WINTER AND AND MINISTERS TO BLOTTING. TO SHALL WINTES TOR BLOTTING OF AND SUCH THIRD PARFORMS AS MAY BECOME AMPLIANT THAN THE TO THIS. STORED WE THE RESERVED WE SET THE SET OF THE MOTATE PLACE STATE OF FLORICY AT LANCE UT COLORESCON ESPIRES. TITL/PARKE, COLORESCON MARKETS. UNLIF EXEMPTS BALL AE FOR THE USE OF THE CITY OF HOLLY HILL FOR GLOTTER, ALBERT SEXTH THEORIES, AND FOR OTHER PAPER. UTILIZE FOR BECOME ANALASE. FROM THE TO THE. IN INTERES WASTER, "NO IT! (GATTOM), LLC. MANTHON, LLC. LA MONTON, LLC. MA MONTON TO THE CONTROL OF THE MANTHON TO THE CONTROL OF THE CONTROL MOTARY PUBLIC STATE OF ALGEBRA LANCE AT COMMUNICAL EXPANSA TITLE/NAVAL COMMUNICAL MARKETS NUMBER OF THE BOATS MANTENER, DAMAGE, NO UTILITY ESSENTIAL AND UTILITY ESSENTIAL AND UTILITY ESSENTIAL OF THE STATE OF THE SHEET 1 OF S PLOTEN, COUNTY OF VOLLEN S TO CERSY MAY BANK MATCHED TO TAKE ACCOMPANIES IN SE MAY, THE TEST BANK MATCHED TO TAKE ACCOMPANIES IN STATE AND COUNTY ATTENDED. PAGE (HAME NOTE A DOMEN LEATH LIME OF PROSECT. AN OWNERSHOON AND THE PROJECT. AN OWNERSHOON AND THEY POSET. H WINESS MEDICO ! WAS INDEAND IT IT HAND AND BOLD IN THE ABOX DATE N WHICH WESTER! HANG MESSATE SET ET HAND AND SEAL ON THE ANDAR DATE. MAP BOOK STATE OF FLORES, COLUMNY OF YOLKEN THES IS TO CORREY THAT, ON BETOME ME, AN OPPICEN DULY ALKNOWED AS EDMINISTER AND THEY (HAVE) **医子类型** MONTO AND SEALED IN THE PRESENCE OF THE BOAT AND COLAMY Same Gine MARTIN WAR DO WE THEN DOLLING CORNELL IS IN THE TO A SECURITY OF A SE ARVIEW BY CITY'S BUNNEYOR AND MARPER WHEN STORY THY 1 ME CAMMED HE PRESONS PLE NO FIRE THE IT CONTINGS TO CAPITAL THE SEATHER A PORT OF REEDING, GOVERNO, PORTER, SYNERSON OF THE WEPERIA LINE OF BLOCK 20 OF SALD RELAT OF UNIT ONE HOME KARB, WITH THE INTERSECTION OF THE ACUTAL INR OF BLOCK 20 OF SALD RELATION OF THE ACUTAL INR OF SALD AND ACUTAL INR OF SALD ACUTAL IN ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND ALSO RECORDED IN MAP BOOK 12, PAGES 3 AND 4 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID PARCEL ALSO BEING A PORTION OF BLOCKS 18, 19, 20 AND A PORTION OF GLADIOLE STREET AND FERN STREET, AS SHOWN ON REPLAT NUMBER ONE OF HOME ACRES ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 11, PAGE 64 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. ALL BEING IN SECTION 37, THOMAS FITCH GRANT, TOWNSHIP 15, SOUTH, RANGE 32 EAST. 14/17 A REPLAT OF A PORTION OF LOTS 5 AND 6, BLOCK 20, MASON AND CARSWELL'S HOLLY HILL E # # E \$ \$ TOWN I WE SHAFTER & MAPES CENTIFICATE OF APPROVAL BY THE CITY OF DAYTONA BEACH THE IS TO COMPY AND ON. CITY DIGHUD THE R TO COMPY THAT ON ... OFFICER DAS MAN - PASH NAME CLUM OF CREAT COURT MACES - PRINT 1884 CONTROL OF THE STATE OF THE STA THE STATE OF THE S COCATION MAP THE BE TO GETTION THAT ON TABLE MARKA, RECORD MARKATONI (LIDBO) FOLK, ACCOUNT OF A COLUMN (MARKATONI (LIDBO) FOLK, ACCOUNT OF A COLUMN (MARKATONI (MARK HALIFAX MEI THE ABOVE PARCEL CONTAINS 23 637 ACRES MORE OR LESS The Part At REDGIES IN TO COMPACE TOWN IS THE OF URLINGSON BY BEAUTH OF THE PART OF THE OF DISTRICTION OF THE PART OF THE WAY THE ADDITIONS OF ONE DISTRICTION OF THE WAY THE WAY THE THE PART OF THE PART OF THE WAY THE THE PART OF THE PART OF THE WAY THE THE PART OF THE PART O O THE PROPERTY EXCENT OF THE BAST IS SUBSECT TO THE CONCENSUS OND NAME PETERCHOOK AND EXAMENTED OF THE HALMAN BEDN MAN TOWNS TO POTS AT RECORDS BOOK TO THE PROPERTY AND THE PUBLIC SECONDS OF VOLUME COUNTY TOWNS. In the IRM Utanies, as used on this bar libral, according to the cuming to seven seculty technolic technology technological and property technological sections (Alband Structure) 2. ALL MEASUREMENTS RETTE TO THE HORIZOUTAL PLANE IN SAMEE WITH THE EXPREDS OF THE U.S. SLEWES FOOT AND/OR ADDITION THE MATIGINAL HISTORIES OF STANDARD AND 4 ACOMMET THE EXCHANGE UNION ERROL OF CLOSUIT DOES HET EXCELS IN THE COLOUR T 2 DIMENSORY ARE SHOWN IN TET AND DEGLACE PARTY THEREOF CONTRICTOR ONE WITTER = 34.37 INCHES /15 = 32004333333 TO EXCREMENT ON THE TAX MALLOSS DESIDENTS TO THE ATTO, HETLALTON, WATERWALL AND DESIDENCE OF DATA IN SERVICE TO SERVICE AND EXCENTING TO THE TAXABLE OF THE SERVICE AND DESIDENCE OF CHELL TRANSPORT OF TAXABLE OF THE SERVICE OF THE TAXABLE OF THE TAXABLE OF AN INCIDENCE OF AN INCIDENCE OF THE TAXABLE OF TAXABLE O STATE PLANE COORDINATES SHOWN ARE OND NAD ST (1920 DJUSTVERM) FLORES EAST FORE 6 ALL LOT LINES ARE BADAL UNLESS SHOWN OTHERWISE (MY) MON-RADAL LINE RELATER TO DURINGS. THE PARTY OF THE P

