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FILED  
JAN 4 1987  
CLERK OF CIRCUIT COURT  
VOLUSIA COUNTY, FLORIDA

073299

DEVELOPMENT AGREEMENT  
THE PINES  
PLANNED COMMERCIAL DEVELOPMENT  
PORT ORANGE, FLORIDA

FILED FOR RECORD  
RECORD VERIFIED

JAN 4 3 43 PM '87

*By [Signature]*  
CLERK OF CIRCUIT COURT  
VOLUSIA COUNTY, FLORIDA

The City of Port Orange, a Florida municipal corporation, ("the City"), and Brasada Development Corporation, a Florida Corporation ("the Owner"), hereby agree and covenant, and bind their heirs, successors and assigns, as follows:

Section A: Agreements Governing the Property

1. The Owner owns 25.22 acres, more or less, of real property, described in Exhibit "A", attached hereto and made part hereof, which property is located within the municipal boundaries of the City.

2. As indicated on Exhibit "E", attached hereto and made part hereof, the Owner intends for 25.22 acres, more or less, to be developed for commercial facilities, with areas provided for stormwater retention/detention purposes, and areas reserved for a right-of-way to provide for the extension of Clyde Morris Boulevard along the northern border of the property between Dunlawton Avenue and the east boundary of the property, and an area reserved for a cross-access easement.

3. The Owner has applied to the City for approval, under the City's zoning ordinance, of its plan as a Planned Commercial Development ("PCD"), in three separate tracts, as shown on Exhibit "E", attached hereto and made part hereof, which are hereinafter collectively referred to as "the Property", as follows:

- (a) Tract 1, consisting of 12.2 acres, more or less;
- (b) Tract 2, consisting of 4.2 acres, more or less;
- (c) Tract 3, consisting of 2.6 acres, more or less.

In addition, the above Tracts 1, 2, and 3 are further supported by the drainage system incorporated in Exhibit "E", comprising 3.7 additional acres, more or less and the cross access easement from Dunlawton, consisting of 0.5 acres. The

specific terms and conditions which are unique to and which govern each of Tracts 1, 2 and 3 shall be set forth in this Development Agreement.

4. The Property, consisting of Tracts 1, 2 and 3, shall be known as "The Pines Planned Commercial Development," and shall be governed by the terms and conditions of this Development Agreement, as well as by the applicable regulations of the City to the extent they are not inconsistent with this Agreement, including the City's zoning, subdivision and stormwater ordinances and the current Manual of Uniform Traffic Signs. The Owner and the City also agree to be bound by subsequent modifications of this Agreement which are made in writing upon mutual consent of the parties. The Property shall be developed in accord with the conceptual plan dated January 8, 1987, and approved February 16, 1987 by the Port Orange City Council, a copy of which is attached hereto as Exhibit "E". The conceptual master plan is intended to be conceptual in nature and to serve as a general guide to development of the Property in accordance with the terms and conditions of this Agreement, and shall not preclude the siting of buildings, structures or facilities in a manner which is consistent and in compliance with the terms, conditions and intent of the Agreement.

5. The City has determined that the Property is suitable in size, location and character for the uses proposed, that the uses proposed meet the needs of the City, and that the uses proposed are consistent with the City's long range comprehensive plan. Permitted uses are listed in Exhibit "F," attached hereto and made part hereof.

6. Also attached hereto and made part hereof is Exhibit "C," a map indicating site conditions, general ownership in the vicinity, a vicinity map, a general depiction of adjacent development; Exhibit "D," a map depicting existing soils, topography, vegetation and natural flows on the property; and, proposed surface water drainage and water and sewer utility emplacement which are indicated on Exhibit "E".

7. The City agrees to permit development of the property pursuant to this Agreement and the attached or referenced Exhibits, provided the development complies with the conditions and requirements contained in this Agreement. Development may first occur in any of the tracts depicted on Exhibit "E" without

concurrent or prior development of any other tract. The Parties recognize the two important aspects of the phasing of the development of this project concern road access to develop the Property, and water and sewer capacity. First, the Parties recognize that water and sewer capacity cannot be reserved by the City indefinitely, so it is agreed that the City shall reserve water, sewer and utility capacity for all projects which have site plan approval or authorized extension thereof, until construction is completed or such approval becomes void. Second, provision of road access to each tract as developed shall occur as stated in Paragraph 11 of this Agreement. The Owner acknowledges that subdivision approval from the City is necessary to convey individual parcels to prospective purchasers, or to initiate site plan approval by the City.

8. The Owner shall provide such agreements, deed restrictions and sureties, which are acceptable to the City, as are necessary for the completion of the development of the property, or the phases thereof, in accordance with the terms of this Agreement and in compliance with the applicable regulations of the City. The Owner agrees to bind its successors in title to any and all of the agreements and commitments made pursuant to this Agreement.

9. The uses allowed on the property shall be those as listed in Exhibit "F" and the Parties hereto agree that the Owner may sell, or develop and sell or lease, individual building sites or building space which may be developed or utilized by the individual purchasers or lessees. In the event of development of individual building sites by building site purchasers, the owner of the building site will be required to construct his building, parking areas, and all other improvements in conformance with the terms of this Agreement and the applicable regulations of the City, where not inconsistent with this Development Agreement. Plans for individual building sites purchased from the Owner shall be subject to site plan review by the City as may be required by the Port Orange Zoning Code. In the event of any conflict between the provisions of the Port Orange Zoning Code and this Agreement, the terms of this Agreement shall be controlling. A Table of Use Requirements containing dimensional requirements for individual building sites, structures, building height and setback requirements, landscaping, parking and sign requirements is attached hereto and made part hereof as Exhibit "G".

10. When and as any tract depicted on Exhibit "E" is developed, the Owner

agrees to provide sufficient documentation to the City to indicate the tract has proper access to roads, utilities, easements, drainage facilities and retention areas as shown on the conceptual site plan, and as may be required by City regulations.

11. In consideration for the allowances and uses granted herein, the provision of water and sewer capacity as set forth herein, and the approval by the City of this Agreement, the Owner agrees to the dedication outlined herein. As an absolute condition of this Agreement, and in furtherance of the implementation of the City's transportation plan, the City hereby requires the Owner to dedicate portions of "Clyde Morris Extension" as set forth hereinbelow, and in furtherance of this absolute condition, the City and the Owner agree as follows:

**A. Dedication of Clyde Morris Boulevard Extension.**

The Parties acknowledge that in order to accomplish the construction of Clyde Morris Boulevard from Dunlawton Avenue to Taylor Road it will be necessary for several parties to dedicate portions of the right-of-way. The Owner agrees to dedicate or cause to be dedicated a portion of the Clyde Morris Extension from Dunlawton Avenue to the east boundary of its property, said right-of-way being more specifically described in attached Exhibit "B". The City agrees to use its best efforts and to proceed diligently to cause to be dedicated that portion of the Clyde Morris Extension from Dunlawton Avenue to Taylor Road which is not owned by the Owner. The City agrees to condemn the segments of that portion of Clyde Morris Extension between the Owner's east property boundary and Taylor Road which are not owned by the School Board of Volusia County, if those right-of-way segments have not been dedicated and accepted within two months of the date of execution of this Development Agreement. Said condemnation action shall be filed immediately, and pursued with diligence until said right-of-way segments are acquired. Owner agrees to reimburse the City in the amount of the fair market value of the land, as determined by a jury or in a settlement agreement, provided Owner approves any settlement reached by the City, for the right-of-way segment immediately adjacent to the "Pines" on the east, and immediately north of the Spruce Creek High School property. Owner shall have the duty to dedicate its portion of the right-of-way at the time that all other dedications are made, and the City shall accept all dedications simultaneously. In the event that condemnation occurs, said dedications shall be accepted by the City on the date that the condemned segments of the right-of-way are acquired by the City. In the event that all segments of the right-of-way from Dunlawton Avenue to Taylor Road which are to be dedicated are not accepted by the City on or before a date nine (9) months from the date of the signing of this Development Agreement, or in the event that the condemned segments (if required) are not acquired on or before a date nine (9) months from the date of the signing of this Development Agreement, then this Development Agreement shall become null and void and the Owner shall be required to re-submit a new Development Agreement for acceptance by the City prior to the development of its lands as described in this Agreement. If the Owner and City agree in writing, these time periods may be extended. Notwithstanding any provision in this paragraph, neither the Owner nor the City shall be required to accomplish the dedications/condemnation required in this paragraph unless the entire Clyde Morris Extension (from Dunlawton to Taylor Road) is approved by the Volusia County Council for year 1 of the County's credit for transportation impact fee list, so that the Owner may receive credit against transportation impact fees for the

dedications and road constructions required in this Agreement. All dedications shall be made to the appropriate governing authority. The owner may waive in writing the requirement of this section that the Clyde Morris Extension be placed on year 1 of the County impact fee credit list; in the event the right to waive is exercised by the Owner, the Owner and the City shall be responsible to accomplish all the dedications and condemnation outlined in this section.

#### **B. Construction of Clyde Morris Boulevard Extension.**

Once the right-of-way of Clyde Morris Extension, from Dunlawton Avenue to Taylor Road, has been accepted by the City pursuant to Paragraph "A" hereinabove, the Owner agrees to construct or cause to be constructed a four-lane extension of Clyde Morris Boulevard from Dunlawton Avenue to the entrance to Tract 1 on the Clyde Morris extension, and to construct or cause to be constructed a two-lane extension from said point to Taylor Road. Said roadway shall be constructed according to the specifications of the City, or other appropriate governing body. Within five (5) days of the City's acceptance of all rights-of-way dedications necessary to extend Clyde Morris Boulevard south to Taylor Road, the Owner shall commence its preparations to apply for all permits necessary to construct said Extension as required in Paragraph "A" hereinabove, and the Owner shall proceed diligently using its best efforts to complete construction of the roadway. The Owner may commence development of its lands as allowed in this Development Agreement, after it commences construction of the Clyde Morris Boulevard Extension but prior to completing construction of the Extension. However, no certificate of occupancy shall be granted to any uses constructed on Tract 1 of Owner's land until said road construction has been completed and accepted by the City. The Owner shall have no duty to commence construction or proceed with construction of Clyde Morris Boulevard Extension as required in this Paragraph unless the entire Clyde Morris Boulevard Extension remains on Volusia County's credit for transportation impact fee list as a year 1 credit, so that the Owner may receive full credits against transportation impact fees for the dedication and road construction required in this Agreement. The Owner may waive in writing the requirement of this section that the Clyde Morris Extension be placed on year 1 of the County impact fee credit list; in the event the Owner exercises its right to waive pursuant to this section, the Owner shall be responsible for commencing and proceeding with the construction of the Clyde Morris Extension.

#### **C. Joint Cooperation.**

The City agrees to use its best efforts and to proceed diligently to have the entire Clyde Morris Boulevard Extension (from Dunlawton Avenue to Taylor Road) placed on the County's credit for impact fee list (5 year list), as a "year 1" credit, to use its best efforts, and to proceed diligently, to achieve a prompt dedication of the portion of the proposed Clyde Morris Extension right-of-way which is owned by the Volusia County School Board, Florida Land Company and all other parties. The Owner agrees to lend its best efforts in assisting the City to obtain the Clyde Morris Extension right-of-way between its east boundary line and Taylor Road. The parties agree that the County may set a limit of \$800,000.00 in impact fee credit amount, which amount may be used for all improvements allowed by law to the Clyde Morris Boulevard extension. The City further agrees to use its best efforts to assist the Owner in obtaining all land use and environmental permits which will be required in constructing the Clyde Morris Boulevard Extension, by allowing for said permit applications to be placed in the City's name, if requested by the Owner. However, the City shall bear no expense associated with obtaining said environmental and land use permits.

#### **D. Traffic Signal.**

At the time the City requires the installation of a traffic signal at

the entrance to Tract 1 located ~~at~~ the Clyde Morris extension as depicted on the approved conceptual plan, the Owner of Tract 1 agrees to contribute one-half of the required funds for its installation.

12. The terms and conditions of this Agreement shall not affect the right or entitlement the Owner might otherwise have to credits for any impact fees which might be imposed by the City or County or any other governmental entity at the time this Agreement is entered into or at any time subsequent hereto. The terms and conditions shall not affect the right of the Owner to enter into any agreement with the City or County or other governmental entity or other property owners for reimbursement for a proportionate share of the costs of any excess capacity of capital improvements front-ended or paid for initially by the Owner.

13. The .5 acre cross access easement depicted on Exhibit "E" is intended to be a private easement inuring to the benefit of Tracts 1, 2 and 3, for the purpose of providing additional access for those three parcels to Dunlawton Avenue. Therefore, such cross access easement is not intended to be and will not be dedicated or accepted to the use of the public. The Owner will construct or cause to be constructed the cross access easement at the time any of Tracts 1, 2 or 3 is developed.

14. The Owner agrees to the dedications outlined herein, in consideration for the densities, allowances and uses and impact fee credits granted herein, and the reservation of water and sewer capacity as set forth herein, and the approval by the City of this Agreement.

15. Retention/detention areas, utilities and other infrastructure of the site are intended to be constructed as development occurs, to handle the impacts generated by the particular development phase. However, the Owner reserves the right to construct all such infrastructure at any time prior to development of particular tracts. As an absolute condition of its approval of this Development Agreement, the City hereby requires the Owner to accept the design discharge of stormwater runoff from the retention/detention system indicated on the Woodland Center Planned Commercial Development conceptual plan dated January 8, 1987 and approved on February 16, 1987 by the Port Orange City Council. The City requires the Owner to design its stormwater system to convey these flows through The Pines to the Dunlawton Avenue right-of-way at the southwest corner of the The Pines. Finally, and as an absolute condition of its approval, the City hereby

requires the Owner to loop its water distribution line into that of the Woodland Center system (to the north) as depicted on The Pines conceptual plan dated January 8, 1987 and approved February 16, 1987 by the Port Orange City Council.

16. The Owner agrees to record this Agreement with the Clerk of the Circuit Court of Volusia County, Florida, upon its execution by the City.

17. The roadways and facilities located on the property which shall be undedicated shall be maintained by an appropriate property owners association to be established by the Owner. Such undedicated access ways, stormwater drains and retention system, sanitary sewer system, and water distribution system are considered to be common facilities which shall be maintained by the property owners association. All construction of parking areas and any other common facilities shall be according to City standards and requirements in effect at the time of construction. The Owner will provide to the City access easements, where reasonable and necessary, to any and all areas of the property that the City may provide necessary municipal services, and enforce its resolutions, regulations and ordinances. It is the Owner's intent to maintain architectural control until such time as the property owners association is established. However, one of the requirements of that property owners association shall be the establishment of an architectural review committee, the purpose of which shall be to review all floor plans, elevations and site plans. Approval by the architectural review committee shall be required before construction can commence on any building site which is owned or developed by any person other than the Owner. Approval shall be contingent upon compatibility of design, color, appearance and other such aesthetic considerations, including the placement of structures on a site, within the scheme of development of the tract and the entire property. Architectural controls for the project shall be established and submitted to the City prior to or at the time of site plan approval for any development on the site.

18. Unless the property is sold to a single purchaser, at or before the time of site plan approval the Owner shall establish, as a non-profit corporation, a property owners association for "The Pines". Said association shall operate, maintain and control common areas and common facilities. The association documents will be executed and recorded by the Owner in the Public Records of Volusia County, Florida. The association shall be empowered and shall have the duty to effectuate

such maintenance, operation and control. The association will be governed by a Board of Directors which shall have the power to enforce the rules and orders of the association. The Board of Directors will be able to regulate and govern the common areas, and will also require each and every member to maintain and service his private ownerships. Association rules shall be enforced by mandatory fines and liens upon the individual building sites and any other remedy available at law. The Association may charge and collect dues to maintain, operate and service all common facilities on the property. The Association may place a lien against real property owned by its members in order to collect unpaid Association dues. Each owner of real property in Tracts 1, 2 or 3 with the exception of the Owner, shall automatically become a member of the Association by virtue of purchasing a building site subject to the rules, covenants and restrictions of the Association. The Association will have the power and means to hire, supervise, and regulate persons employed by them for the maintenance, repair and operation of common areas and facilities.

19. The Owner will design and build internal stormwater, wastewater, and potable water conveyance systems for the development of the Property in accordance with the City's other applicable ordinances. These facilities will be integrated with the systems of the City of Port Orange, and will be constructed as needed for the development of the Property. The City is not responsible for building any off-site water and sewer lines to serve this project.

20. This Agreement may be amended only with the consent of both parties to this Agreement in the manner in which the Original Agreement has been adopted. No notice to adjoining owners of the Property shall be required for amendment to this Agreement, unless such amendment substantially deviates from permitted uses, building orientations or dimensional limits in areas of the project immediately adjacent to the property boundaries.

21. In the event the Owner is aggrieved by any decision of any City official interpreting the terms of this Agreement, the Owner may appeal the decision directly to the City Council. The appeal shall be filed by the Owner filing a written request with the City Manager for placement on the City Council agenda. Upon an appeal by the Owner, the City Manager shall place the appeal on the next City Council Agenda established by his office after the appeal is received.



29891616

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22. All references in this Agreement to the Owner, and all requirements and entitlements herein shall also mean, refer to, include and apply to the Owner's heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals this  
1st day of June, 1987.

Signed, sealed and delivered  
in the presence of:

Diana Allen

Reginald A. Sheffield  
Reginald A. Sheffield  
for Brasada Development Corporation

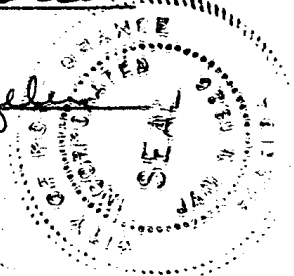
CITY OF PORT ORANGE, a Florida  
municipal corporation

William A. Warner

By: Allen Green  
Mayor Allen Green

Louise Zeller

Attest: Marion J. Zeller  
Marion J. Zeller,  
City Clerk, "City"



29891617

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STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME personally appeared Reginald A. Sheffield, to me well known and known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 4th day of

May, 1987.

  
NOTARY PUBLIC, STATE OF TEXAS  
My Commission Expires:

STATE OF FLORIDA  
COUNTY OF VOLUSIA

DIANA ALLEN  
NOTARY PUBLIC IN AND FOR STATE OF TEXAS  
MY COMMISSION EXPIRES DEC. 22, 1990.

BEFORE ME personally appeared Allen Green, as Mayor, and Marion J. Zeller, as City Clerk, for the City of Port Orange, to me well known and known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 1st day of

June, 1987.

  
NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires July 6, 1990

29891618

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EXHIBIT "A"  
THE PINES

A PORTION OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA. DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 17; RUN SOUTH  $00^{\circ} 12' 40''$  WEST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 2689.66 FEET TO THE POINT OF BEGINNING; THENCE NORTH  $89^{\circ} 56' 20''$  WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 17 A DISTANCE OF 1908.44 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF DUNLAWTON AVENUE (S.R. 421); THENCE RUN ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH  $15^{\circ} 00' 35''$  EAST A DISTANCE OF 81.25 FEET TO THE P.C. OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1841.86 FEET AND A CENTRAL ANGLE OF  $29^{\circ} 58' 17''$ ; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 963.48 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN ALONG THE SOUTHERLY EXTENSION OF THE CENTERLINE OF CLYDE MORRIS BOULEVARD SOUTH  $45^{\circ} 01' 08''$  EAST A DISTANCE OF 181.43 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF  $44^{\circ} 45' 26''$ ; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 468.70 FEET; THENCE SOUTH  $89^{\circ} 46' 34''$  EAST A DISTANCE OF 263.42 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF  $89^{\circ} 50' 14''$ ; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 940.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 25.22 ACRES (1,098,601.36 SQUARE FEET)



# SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

3921 SO. NOVA ROAD PORT ORANGE, FL 32019  
TEL 904-761-5385

29891619

BRASADA  
FLORIDA

## EXHIBIT 'B'

CLYDE MORRIS BOULEVARD  
IN THE PINES CENTER

PORTION OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST,  
OLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID SECTION 17, RUN SOUTH 89 DEGREES 24 MINUTES 10 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 17, A DISTANCE OF 2757.49 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 17; THENCE SOUTH 01 DEGREES 47 MINUTES 01 SECONDS WEST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17 A DISTANCE OF 2689.66 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID LINE RUN NORTH 88 DEGREES 21 MINUTES 59 SECONDS WEST A DISTANCE OF 19.48 FEET; THENCE NORTH 1 DEGREE 22 MINUTES 02 SECONDS EAST A DISTANCE OF 47.09 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 505.00 FEET AND A CENTRAL ANGLE OF 89 DEGREES 34 MINUTES 15 SECONDS; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 789.47 FEET; THENCE NORTH 88 DEGREES 12 MINUTES 13 SECONDS WEST A DISTANCE OF 338.61 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 650.00, AND A CENTRAL ANGLE OF 44 DEGREES 45 MINUTES 26 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 507.75 FEET; THENCE NORTH 43 DEGREES 26 MINUTES 47 SECONDS WEST A DISTANCE OF 180.75 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF DUNLAWTON AVENUE (SR-421) AND A POINT ON THE ARC OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1841.85 FEET, A CENTRAL ANGLE OF 1 DEGREE 33 MINUTES 20 SECONDS AND A CHORD BEARING OF NORTH 45 DEGREES 46 MINUTES 33 SECONDS EAST; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 50.01 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN SOUTH 43 DEGREES 26 MINUTES 47 SECONDS EAST A DISTANCE OF 181.43 FEET TO THE P.C. OF A CURVE CONCAVE NORTHEAST, HAVNG A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 44 DEGREES 45 MINUTES 26 SECONDS; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 468.70 FEET; THENCE SOUTH 88 DEGREES 12 MINUTES 13 SECONDS EAST A DISTANCE OF 263.43 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 89 DEGREES 50 MINUTES 00 SECONDS; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 940.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.49 ACRES

FOR: BRASADA CAPITAL CORP.

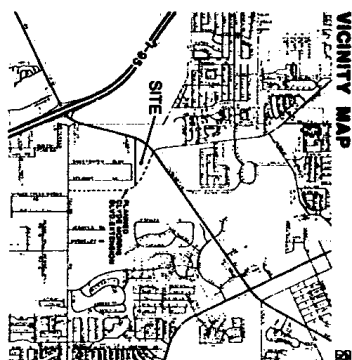
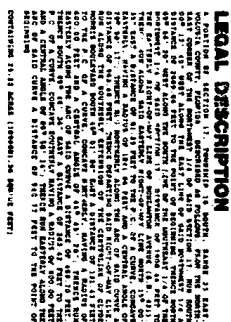
JOB NO.: 87-1044

DATE: APRIL 16, 1987

SHEET

OF

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## GENERAL NOTES

<b>CEMENT</b>	<b>IRON</b>
<p>Bridges Portland Cement Corporation          1641 San Gabriel Avenue          El Paso, TX 79901          (714) 781-1641</p>	<p>Long Beach, Pacific and Gulf, Inc.          1118 S. Pacific Avenue          P.O. Box 100          Los Angeles, CA 90001          (213) 614-9561</p>
<b>GLASS</b>	<b>STEEL</b>
<p>San Diego, Jr.          Glass &amp; Silicates          10000 San Diego Avenue          San Diego, CA 92131          (619) 581-2085</p>	<p>Bilger &amp; Associates, Inc.          7931 South Bryn Mawr          Suite 200          Dallas, TX 75225          (409) 761-5282</p>

## SITE INFORMATION

**COLLIER**, Planned Generation Development (PGD)  
**CALLER** FOR INFORMATION, Generation, Age, Personal life with the  
 Patient/Physician Marriage Subsequent emotional needs.

# CONCEPTUAL DEVELOPMENT PLAN

**CONCEPT/  
SITE INFORMATION**

# THE PINES

A PLANNED COMMERCIAL DEVELOPMENT  
IN PORT ORANGE, FLORIDA, FOR BRASADA  
DEVELOPMENT CORPORATION

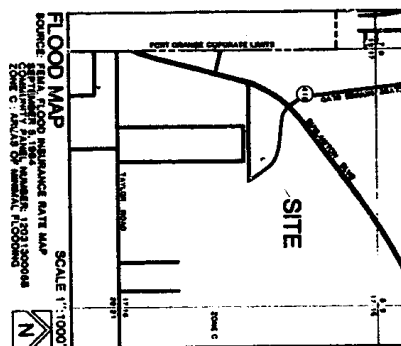
## SITE INFORMATION



1/8-92
1" 100'
140.20
150.00

1

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**GENERAL NOTE**

1. SOIL INFORMATION AVAILABLE FROM SOIL SURVEY OF FLORIDA COUNTY, FLORIDA, SHEET 41. 3346 SOILS CONCENTRATION SERVICE, LOT 1.

**CONCEPTUAL DEVELOPMENT PLAN**  
TOPOGRAPHY, SOILS, VEGETATION AND DRAINAGE

## LEGEND

COASTAL	
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# THE PINES

A PLANNED COMMERCIAL DEVELOPMENT  
IN PORT ORANGE, FLORIDA, FOR BRASADA  
DEVELOPMENT CORPORATION.

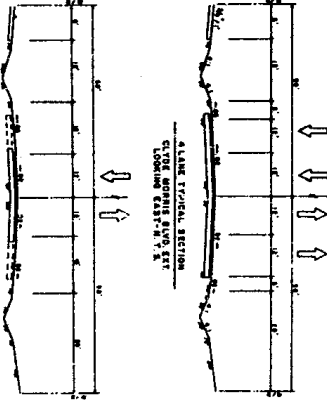
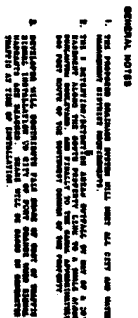
## TOPOGRAPHY, SOILS, VEGETATION AND DRAINAGE



1/8/87
1"=100'
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50.000

2

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## CONCEPTUAL DEVELOPMENT PLAN

## EXHIBIT "F"

Permitted uses\*

Shopping Center\*\*

Automobile Service Station

General Retail Sales and Service

Government Buildings and Office

General Office

Restaurants (Types A and B)

Financial Service Office (bank; savings & loan)

Day Care Center

Laundry/Dry Cleaning (pick up stations only)

Amusement Center

Bowling Alley

Furniture and appliance stores

\* As defined in the Port Orange Zoning Code

\*\* A Strip Shopping Center shall be prohibited along the frontage of Dunlawton Avenue on Tracts 2 and 3 unless it is submitted for site plan approval as an integral part of the development of Tract 1. Strip Shopping Center shall be defined as three or more commercial units located under one roof, all of which front on Dunlawton Avenue, with the sole intent of providing a shopping center independent of Tract 1.



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**EXHIBIT "G"**

**"The Pines", A Planned Commercial Development**

**DIMENSIONAL TABLE**

**(Based on developable area exclusive of the Clyde Morris right-of-way)**

Tract 1- Maximum number of lots: 3  
Tract 2- Maximum number of lots: 3  
Tract 3- Maximum number of lots: 3

Minimum Lot Area: 22,500 Sq. Ft.

Minimum Lot Width: 150 Feet

Maximum Building Coverage: 35% (individual site)  
25% (overall)

Minimum Landscaped Area: 30% (overall)  
20% (individual site)

Minimum Building Setbacks From Right-of-Way and External Property Lines: 50 Feet

Minimum Building Setbacks From Internal Property Lines: 25 Feet between adjacent commercial tracts.

Maximum Height: 45 Feet; 25 feet within 100 feet of any residential zone

Parking and signage as required by the City: freestanding signs for detached businesses shall be no more than 8 feet in height and a minimum of 150 feet apart.

Buffers: as depicted on Exhibit "C". Plantings and preservation in roadside buffers shall be equivalent to or greater than "Type 1" along Clyde Morris Boulevard and "Type 2" along Dunlawton Avenue.

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