



# CITY COUNCIL AGENDA FORM

REQUESTED COUNCIL MEETING DATE: 10/17/06

**SUBJECT: ORDINANCE APPROVING A MASTER DEVELOPMENT AGREEMENT & CONCEPTUAL DEVELOPMENT PLAN/ VILLAS OF KEY LARGO NW CORNER OF YORKTOWNE BLVD. AND HIDDEN LAKE DR. CASE NO. 05-65000003**

**DEPARTMENT: COMMUNITY DEVELOPMENT**

**RECOMMENDED MOTION:**

Approve Ordinance No. 2006-42, approving the Master Development Agreement and the Conceptual Development Plan for the Villas at Key Largo PUD, as recommended by the Planning Commission per the meeting of December 15, 2005.

**SUMMARY:**

**Planning Commission Action: December 15, 2005**

Recommended approval, 6-0 (Commissioner Bickel excused), of the Master Development Agreement and Conceptual Development Plan for the Villas at Key Largo Planned Unit Development (PUD). The proposed PUD will consist of 80 townhome condominium units on 13 acres, located at the northwest corner of Yorktowne Boulevard and Hidden Lake Drive.

The PUD, along with a future land use amendment, was previously heard by the City Council at its March 7, 2006 meeting. At the meeting, the Council remanded the PUD and the amendment back to staff, to provide the applicant with additional time to address the Council's concerns. The project has since been modified. Please see the revised staff report for more information.

**ATTACHMENTS:**  Ordinance  Resolution  Budget Resolution  
 Other  Support Documents/Contracts Available for Review in Manager's Office

<b>DEPARTMENT HEAD</b>	<i>R. W. Wells</i>	Richard W. Wells	10/6/06	Date
<b>FINANCE DEPARTMENT</b>	N/A	Approved as to Budget Requirements		Date
<b>CITY ATTORNEY</b>	<i>J. S. Ketch</i>	Approved as to Form and Legality		Date 10-5-06
<b>CITY MANAGER</b>	<i>[Signature]</i>	Approved Agenda Item For:		10/17/06

**COUNCIL ACTION:**  Approved as Recommended  Disapproved  
 Tabled Indefinitely  Continued to Date Certain  Approved with Modification

10/24/06 - 11/14/06

ORDINANCE NO. 2006-42

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE VILLAS AT KEY LARGO PLANNED UNIT DEVELOPMENT A RESIDENTIAL PUD MASTER DEVELOPMENT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Developer desire to enter into a Master Development Agreement for The Villas at Key Largo Planned Unit Development, A Residential PUD; and

WHEREAS, the developer submitted a request to the Planning Commission to approve The Villas at Key Largo Planned Unit Development Master Development Agreement; and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by a majority vote recommended approval of the Villas at Key Largo Planned Unit Development, a Residential PUD Master Development Agreement, subject to resolution of outstanding staff comments; and

WHEREAS, the City Council has approved by a majority vote of the members present the approval of the Villas at Key Largo Planned Unit Development Master Development Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange does hereby approve the Villas at Key Largo Planned Unit Development Master Development Agreement (attached hereto as Exhibit "A").

Section 2. The Mayor and City Manager are hereby authorized to execute the Villas at Key Largo Planned Unit Development Master Development Agreement on behalf of the City of Port Orange.

Section 3. This ordinance shall become effective as provided by general law.

\_\_\_\_\_  
MAYOR ALLEN GREEN

ATTEST:

\_\_\_\_\_  
Kenneth W. Parker, City Manager

Passed on first reading on the      day of

Passed and adopted on second and final reading on the      day of

Reviewed and Approved:

  
City Attorney

C:\Legal\ORD\willas.at key largo mda.wpd  
10/04/06

THE VILLAS AT KEY LARGO  
PLANNED UNIT DEVELOPMENT  
A RESIDENTIAL PUD  
MASTER DEVELOPMENT AGREEMENT

The City of Port Orange, a Florida municipal corporation (the "City") and Key Largo Townhomes, L.L.C., a Florida limited liability company (the "Developer"), hereby covenant and agree, and bind their successors and assigns as follows:

1. OWNERSHIP OF THE PROPERTY

This Planned Unit Development, commonly known as the "THE VILLAS AT KEY LARGO PUD", involves approximately 13± acres of land which is legally described on Exhibit "A" attached hereto, and shall henceforth be referred to as the "Property". The Property is under the unified ownership of the Developer. This Agreement between the City, the Developer, and the Owner shall revoke any and all prior development agreements applicable to the Property.

2. DEVELOPMENT CONCEPT

The Villas at Key Largo PUD is consistent with the City's Comprehensive Plan and Land Development Regulations. It will be marketed to and targeted for a variety of demographic groups, including young professionals seeking their first opportunity for home ownership, active retirees and "empty nesters" seeking to downsize to homes with less maintenance responsibility. As a community targeted toward these groups, The Villas at Key Largo PUD will offer common maintenance of lawns and facilities used by members of the community. Roadways will be private and street lighting will be paid for and maintained by the Home Owners Association (HOA).

3. DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN

Development of the Property shall be controlled by the terms and provisions of this Master Development Agreement (the "Agreement") and the Conceptual Development Plan,

attached hereto as Exhibit "B". The Conceptual Development Plan generally depicts the planned layout of streets, buildings, common areas and other planned features or improvements to the Property. Collectively, this Master Development Agreement and the Conceptual Development Plan for the Property may be referred to as the "Plan". In the event of a conflict between the terms and provisions of the Master Development Agreement and the graphic illustrations of the Conceptual Development Plan, the Master Development Agreement shall control. If the Master Development Agreement is silent regarding a particular subject or requirement, such silence shall not be construed as a conflict with the Conceptual Development Plan. Except as otherwise provided in this Agreement, in the event of a conflict between the terms and provisions of the Plan and the City's ordinances, the requirements of the Plan shall control. If the Plan fails to address a particular subject or requirements, the requirements of the applicable City ordinance(s) in effect at the time of development shall control. The parties acknowledge that compliance with the City's Land Development Code may necessitate modification of the Conceptual Development Plan. In the event modification to comply with the LDC is required, and the modifications to the Conceptual Development Plan are not in conflict with the textual provisions of this Agreement and any City ordinances not superseded by this Agreement, the modifications shall be deemed "minor" and may be approved without formal amendment of this Agreement. Minor modifications shall require the City Administrative Official's written approval. If the Developer is not satisfied with the suggested resolution of any problem or the decision by the City Administrative Official categorizing the modification as minor or major, the Developer may appeal the decision to the Planning Commission. Appeals from the Planning Commission may be made to the City Council.

4. USAGE OF THE PROPERTY

A. Use

The property shall be used for residential purposes and developed as a residential townhome community in condominium ownership.

B. Temporary Use

Developer, at its option and, subject to compliance with the provisions of LDC Chapter 5, Sections 10.5 and 10.6 as applicable, may operate a marketing/sales/mortgage company/construction office in model units on a temporary basis. The marketing/sales/mortgage company/construction office shall be for the purpose of constructing, selling and reselling residential townhome units within the The Villas at Key Largo PUD. Parking for the temporary office allowed by this paragraph shall be in the parking spaces provided for the model units.

C. Dimensional Requirements

Dimensions and configurations within the PUD are generally depicted on the Conceptual Development Plan. Townhome units shall be constructed on zero lot lines with up to 10 units occupying a single building. The building sizes and configurations may vary from those depicted generally on the Conceptual Development Plan, so long as no building exceeds 10 units.

D. Number of Units/Density

The total number of residential townhome units in the development shall not exceed eighty (80) dwelling units, which is based on a gross project density of seven (7) dwelling units per acre.

E. Open Space /Common Open Space

Minimum 70%/55%  
CDP provides 71%/55%

F. Maximum Building Height

35 Ft.

G. Minimum Building Setbacks from property lines

Front	30 Ft.
Side & Rear	25 Ft. (or equal to building height if greater than 25ft).
Accessory Structures	15 Ft.

H. Minimum Building Separation:

Side to side	25 Ft.
Side to front	25 Ft.
Front to front	50 Ft.
Rear to rear	50 Ft.

I. Minimum Floor Area 1,100 square feet

J. Parking

Cars	1.8 per unit + 1 per 4 units guest parking
Bikes	1 per 10 required car parking spaces

K. Landscape Buffers

Adjacent to Single Family Residential	25 Ft. plus a 6 ft high opaque screen fence or wall
Perimeter	20 Ft.

L. The perimeter buffer shall be as shown on the Conceptual Development Plan. Otherwise, a perimeter landscape buffer at least twenty (20') feet in width shall be provided as depicted. Existing vegetation in this area will remain undisturbed except as necessary to augment existing vegetation to comply with the City's buffering

requirements or to accommodate buffer features such as screening walls, landscape berms and common area improvements. The landscape buffer will be part of the common area to be conveyed to the HOA.

#### 5. AMENITY AREA

The Amenity Areas shall include crushed gravel walkways, sidewalks around retention ponds picnic areas, tot lots, a common pool and clubhouse. The Clubhouse and other structures built by the Developer shall conform to the architectural standards for the development and be subject to Architectural Review Board review and approval. Parking and landscaping of the clubhouse site shall be provided as required by the LDC for community and recreational centers. Due to the Clubhouse's internal location in the development, no buffer yards as defined by the LDC shall be required. Walkways, entry drive, light posts and transformers shall not have a required setback.

#### 6. ARCHITECTURAL STANDARDS AND REVIEW

The Architectural theme for the project shall be consistent with the elevations attached as Exhibit "C". The overall architectural theme of the project shall be "Florida Cracker" style and all colors and materials, signage, building orientation, architectural styles shall be consistent with that theme.

Screened rooms shown on the CDP are for illustration only. Individual owners may request approval for the construction of screened rooms, subject to review and approval by the City and the owner's association Architectural Review Board. Such structures shall maintain the overall architectural theme of the project.

#### 7. R.V./BOAT STORAGE

Recreational Vehicle (R.V.) and boat storage shall not be permitted.



## 8. PHASING

Development of the Property may occur in phases. Each phase shall conform to the City standards of functionally "standing alone" in regard to provisions of access to infrastructure including, but not limited to, roads, potable water, sewer, reclaimed water and other required infrastructure. The area included in a particular phase may be modified subsequent to this Agreement or divided phases provided the phase is able to functionally "stand alone" as required above. Such modification to the Conceptual Development Plan shall be allowed as a minor modification not requiring City Council approval provided the Developer can provide a reasonable and justifiable basis for the modified phasing plan. The Administrative Official shall have the authority to approve such minor modifications. If the Property is developed in phases, the Developer may grade and clear beyond the boundaries of a particular phase so long as such grading and clearing is done pursuant to a valid permit from the City and the St. Johns River Water Management District. The phasing of development shall not effect or change the provisions of Paragraph 16 herein regarding expiration. The concept of phasing is for the purpose of allowing the Developer the flexibility to meet market conditions and the ability to conform to the requirements of this Agreement and the LDC.

## 9. SANITARY WASTE, STORMWATER, POTABLE WATER, AND RECLAIMED WATER

The City shall supply water, sewer and reclaimed water to the project. It is anticipated that the developer will extend water, sewer and reclaimed water lines to serve the PUD property in the development authorized herein. Stormwater shall be retained as generally depicted on the Conceptual Development Plan. In addition, stormwater facilities for the extension of Yorktown Boulevard shall be provided as depicted on the Conceptual Development Plan. The Developer shall comply with the City's Land Development Code and the rules and regulations of the St.

Johns River Water Management District concerning stormwater drainage. A drainage, maintenance and access easement meeting the requirements of Ch. 5, Section 6(d) of the Land Development Code shall be dedicated to the City over all drainage structures, including Tributary #1 of the B-19 Drainage Canal. Such easement shall extend southerly from the northerly boundary of the project to a line 20 feet beyond the top of the bank. City legal staff shall review and approve the form of the easement and associated sketch and legal description before the issuance of any Development Order relating to the project. No private improvements which would conflict with the purpose of the easement, such as retaining walls or fences, shall be constructed within the easement area without express permission from the City.

#### 10. ROADS, SIDEWALKS

Roads, drives, and sidewalks within the Development shall be private and shall be constructed to City standards and maintained by the HOA. Emergency access to the site shall be provided via a gated entry driveway located on Hidden Lakes Drive. The primary entrance for PUD residents should be provided via a gated driveway connecting to the extension of "Yorktowne Boulevard" which the Developer will extend from its existing terminus at Hidden Lake Drive to the western extension of the site's north boundary line as shown on the Conceptual Development Plan. The proposed extension of Yorktown Boulevard shall provide 4 travel lanes <sup>in the City's sole discretion,</sup> and may/be financed in part through a special assessment district established by the City. The Developer shall have the right to seek any applicable impact fee credits for the costs it incurs associated with the construction of the Yorktowne Boulevard extension. The Developer shall install irrigation and landscaping within the medians of the four (4) lane roadway. The Developer shall install a minimum four (4') foot wide sidewalk on both sides of the roadways within the development. The Developer shall also install an eight (8') foot wide sidewalk/bike path on the north side of Yorktowne Boulevard, and a four (4') foot wide sidewalk

on the west side of Hidden Lakes Drive. Easements shall be granted to the City of Port Orange for public access over and across all segments of the sidewalks along Yorktowne Boulevard and Hidden Lakes Drive that meander out of the public right of way onto the project site. The roads, sidewalks, and other improvements located in the project shall be maintained by the Home Owners Association; and easements for access, ingress and egress shall be granted to the City of Port Orange for government services and emergency vehicles. All roads, bike paths and sidewalks will be built to City standards. The Developer will be responsible for providing road improvements as needed to meet concurrency requirements.

Prior to the issuance of a Development Order for the first phase of construction of this development, the Developer shall post a payment and performance bond in accordance with the terms of Section 255.05, Florida Statutes, guaranteeing the construction of off-site public improvements including, but not specifically limited to, the extension of Yorktowne Boulevard and all sidewalks and bike paths, in such form as shall be satisfactory to the City of Port Orange City Manager and City Attorney.

#### 11. STREET LIGHTING

The Developer may use creative and innovative design for street lighting which may vary from the standard requirements of the City's Land Development Code other than the minimum standards for coverage. Payment for energizing and maintenance of the street lighting system shall be the obligation of the Home Owners Association.

#### 12. IMPACT FEE CREDIT

Nothing in this Agreement shall be construed as a waiver by the Developer of its right to pursue impact fee credits for any and all work performed by the Developer for which impact fee credits can be awarded.

### 13. MAINTENANCE OF COMMON OPEN SPACE AND COMMON FACILITIES

The Developer will form and incorporate a non-profit Home Owners Association (the "HOA") which will own, operate, maintain and control, subject to other documents of record, the common areas, and common facilities, including but not limited to, the private roads, sidewalks, street lighting within the PUD, all of the lakes and storm water drainage systems within the PUD and the entrance areas to the PUD. The general scope and format of the Home Owners Association documents, and the covenants and restrictions, will be similar in concept to the documents of similar Owners Associations in Port Orange. The covenants and restrictions governing the Property and association responsibilities shall be executed and recorded in the Public records of Volusia County, Florida. The HOA will have a board of directors to legislate and govern the rules and orders of the HOA. The HOA board will have the means and authority to carry out and regulate the by-laws and restrictions governing the maintenance, operation and repairs of all common areas and facilities. Not only will the board of directors be able to regulate and govern the common area; the board will also regulate each and every member requiring the maintenance and service of his own individual unit. The HOA rules may be enforced by fines and liens upon the individual units and any other remedy available at law. The HOA may charge and collect dues to maintain operate and service all common facilities on the Property. The HOA will have authority to place a lien against individual units in order to collect unpaid HOA dues. The owner of each unit within the Property will automatically become a member of the HOA by virtue of purchasing a unit subject to the rules, covenants, and restrictions of the HOA. The HOA 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. If the association fails to perform the maintenance, repair or replacement, as necessary, of the stormwater drainage facility, the City shall have the right to enter upon the

common area of the PUD and to provide the maintenance, repair, or replacement of the stormwater drainage facility and shall have the right to lien all owners of record in the PUD for the cost of such maintenance, repair, and replacement as the City may deem necessary. Developer reserves for itself, its successors and assigns, the right to maintain and operate separate facilities within the PUD which shall not be construed to be common facilities owned by the Home Owners Association. The facilities which may be separately maintained and operated by Developer include, but are not limited to, the clubhouse, marketing, sales and construction offices, and other facilities or services as may be created or offered by the Developer consistent with the terms and provisions of this Agreement. Prior to the issuance of a Development order for the first phase of construction of this development, the Developer shall provide easements and grants, satisfactory to the City Attorney, for the installation, operation, and maintenance of the public utilities, including water, sewer, and Stormwater/drainage facilities, drainage canal, and conservation areas. The Developer may from time to time add additional covenants and restrictions or make changes in the Association by-laws as may be required to guarantee that the project will be developed in accordance with the policies outlined in this Agreement.

#### 14. ENVIRONMENTAL CONCERNS

Both during and after construction, the Developer will preserve trees and natural vegetation within the Property and maximize protection of natural drainage pathways in accordance with this Agreement. The Developer shall provide a wetland buffer/setback from remaining jurisdictional wetlands, as depicted generally on the Conceptual Development Plan and required by the LDC. Any wetland impacts shall require approval by the City and any other governmental agencies with jurisdiction over wetland permitting. Wetland mitigation credits, if required, shall be purchased from the City's wetland mitigation bank. The PUD shall comply

with the tree preservation requirements of the City's Land Development Code. The Developer shall comply with all rules, statutes, laws 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. Compliance with the City Environmental Preservation Code may necessitate modification of the Conceptual Development Plan.

#### 15. EXPIRATION

Development of the The Villas at Key Largo PUD shall commence within two (2) years from the effective date of this Agreement and be completed within five (5) years from the date of execution. Failure to comply with the schedule set out above shall cause this Agreement to lapse unless the schedule is modified by mutual agreement of the Developer, the Owner and the City. Development shall be as defined by the LDC.

#### 16. EFFECTIVE DATE

This Agreement shall be recorded in the Public Records of Volusia County, Florida by the City within fourteen (14) days of its execution at the expense of the Developer. The Agreement shall become effective upon such recording.

#### 17. AMENDMENTS

Amendments to this Agreement, other than minor modifications to the CDP as referred to in Section 8 of this Agreement, shall not be effective unless in writing and signed on behalf of the City and all record title property owners of the land for which the amendment is to be applied.

Before amending this agreement, the City shall conduct one or more public hearings. At the City's option, one of these public hearings may be held by the City's Planning Commission.

A. Notice of intent to consider an amendment to this Agreement shall be published by the City, at the Developer's cost, in a newspaper of general circulation and readership in Volusia County, Florida.

B. If applicable, notice of intent to consider an amendment shall comply with the requirements of Section 166.041(3)(C), Florida Statutes (2004), as amended from time to time.

C. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing.

D. The notices required above shall specify the location of the PUD Property, the location of that portion of the PUD Property subject to the proposed amendment, the nature of the proposed amendment, and the following information to the extent applicable:

1. Changes in permitted, conditional, and/or prohibited uses proposed;
2. Changes in population densities proposed; and
3. Changes in building intensities and/or height proposed.

E. The notices shall specify a place where a copy of the proposed amendment can be obtained.

## 18. CONFORMANCE WITH THE LAWS

The developer agrees:

A. To develop the property according to all PUD regulations of the City to the extent those regulations are not inconsistent with the Plan for the property.

B. To provide agreements, contracts, deed restrictions, and sureties and other documents required by the City Legal Department for completion of the development or

approved development phases, and for the continuing operation and maintenance of such areas, functions and facilities as are not to be provided, operated or maintained at public expense, and that the Developer's successors in title will be bound by the Developer's commitments made in this Agreement.

C. To be bound by all City codes and ordinances that are not in conflict with the provisions of this Agreement.

#### 19. 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.

#### 20. ENFORCEABILITY

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 enforcement of any other provision of this Agreement unless the holding so states.

#### 21. PRIOR AGREEMENTS

This Agreement represents the complete understandings by and between the parties with respect to the development and continued use of the subject 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.



IN WITNESS WHEREOF, the parties hereto attached their hands and seals this \_\_\_\_\_

day of \_\_\_\_\_, 2006.

Signed, sealed and delivered  
in the presence of

THE CITY OF PORT ORANGE, FLORIDA  
a Florida municipal corporation

\_\_\_\_\_  
Witness 1 Signature

By: \_\_\_\_\_  
Allen Green, Mayor

\_\_\_\_\_  
Print Name of Witness 1

\_\_\_\_\_  
Witness 2 Signature

By: \_\_\_\_\_  
Kenneth W. Parker, City Manager/City Clerk

\_\_\_\_\_  
Print Name of Witness 2

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by Allen Green and Kenneth W. Parker, Mayor and City Manager/City Clerk, respectively, of The City of Port Orange, Florida, a Florida Municipal Corporation, on behalf of the City. They are personally known to me and did not take an oath.

\_\_\_\_\_  
Notary Type, Print or Stamp Name  
My commission expires \_\_\_\_\_

KEY LARGO TOWNHOMES, LLC  
a Florida limited liability company  
"DEVELOPER"

Joann Gant  
Witness 1 Signature

By: [Signature]  
Ed Rancourt, Partner

Joann Gant  
Print Name of Witness 1

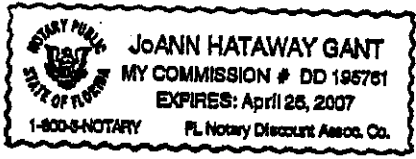
[Signature]  
Witness 2 Signature

Greg Johnson  
Print Name of Witness 2

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of Aug, 2006, by Ed Rancourt, Partner of Key Largo Townhomes, LLC,, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced FL-D.L. as identification and did not take an oath.

Joann Hataway Gant  
Notary Type, Print or Stamp Name  
My commission expires \_\_\_\_\_



**EXHIBIT "A"**

**Legal Description Attached**

A PORTION OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID SECTION 18, RUN S01°43'30"E ALONG THE EAST LINE OF SAID SECTION 18, A DISTANCE OF 2640.02 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18; THENCE S89°41'53"W ALONG THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18, A DISTANCE OF 2055.18 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 95 (A 350 FOOT WIDE RIGHT OF WAY) AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHWEST, HAVING A RADIUS OF 3994.83 FEET, A CENTRAL ANGLE OF 05°49'28" AND A CHORD BEARING OF N53°30'41"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT OF WAY LINE, 406.11 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE N56°25'25"W, 2161.92 FEET; THENCE DEPART SAID EASTERLY RIGHT OF WAY LINE N33°34'35"E, 100.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF YORKTOWNE BOULEVARD (A 100 FOOT WIDE RIGHT OF WAY PER OFFICIAL RECORDS BOOK 3557, PAGE 1879 AND OFFICIAL RECORDS BOOK 3718, PAGE 1042, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA) AND THE POINT OF BEGINNING; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE N56°25'25"W, 1444.30 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 18; THENCE N01°54'42"W ALONG SAID WEST SECTION LINE 16.36 FEET TO A POINT ON THE WESTERLY PROLONGATION OF THE SOUTH BOUNDARY LINE OF HIDDEN LAKE PHASE IV-B, AS RECORDED IN MAP BOOK 41, PAGE 55, SAID PUBLIC RECORDS; THENCE DEPART SAID WEST SECTION LINE N89°53'21"E ALONG SAID WESTERLY PROLONGATION AND SAID SOUTH BOUNDARY LINE AND THE SOUTH BOUNDARY LINE OF HIDDEN LAKE PHASE IV-A, AS RECORDED IN MAP BOOK 40, PAGES 86-87, OF SAID PUBLIC RECORDS, 1279.44 FEET; THENCE DEPART SAID LINE S00°57'27"E, 671.61' TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 190.00 FEET AND A CENTRAL ANGLE OF 34°32'02"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 114.52 FEET; THENCE S33°34'35"W, 37.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING OF S78°34'35"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 39.27 FEET TO THE POINT OF BEGINNING.  
CONTAINING 12.998 ACRES, MORE OR LESS.

**EXHIBIT "B"**

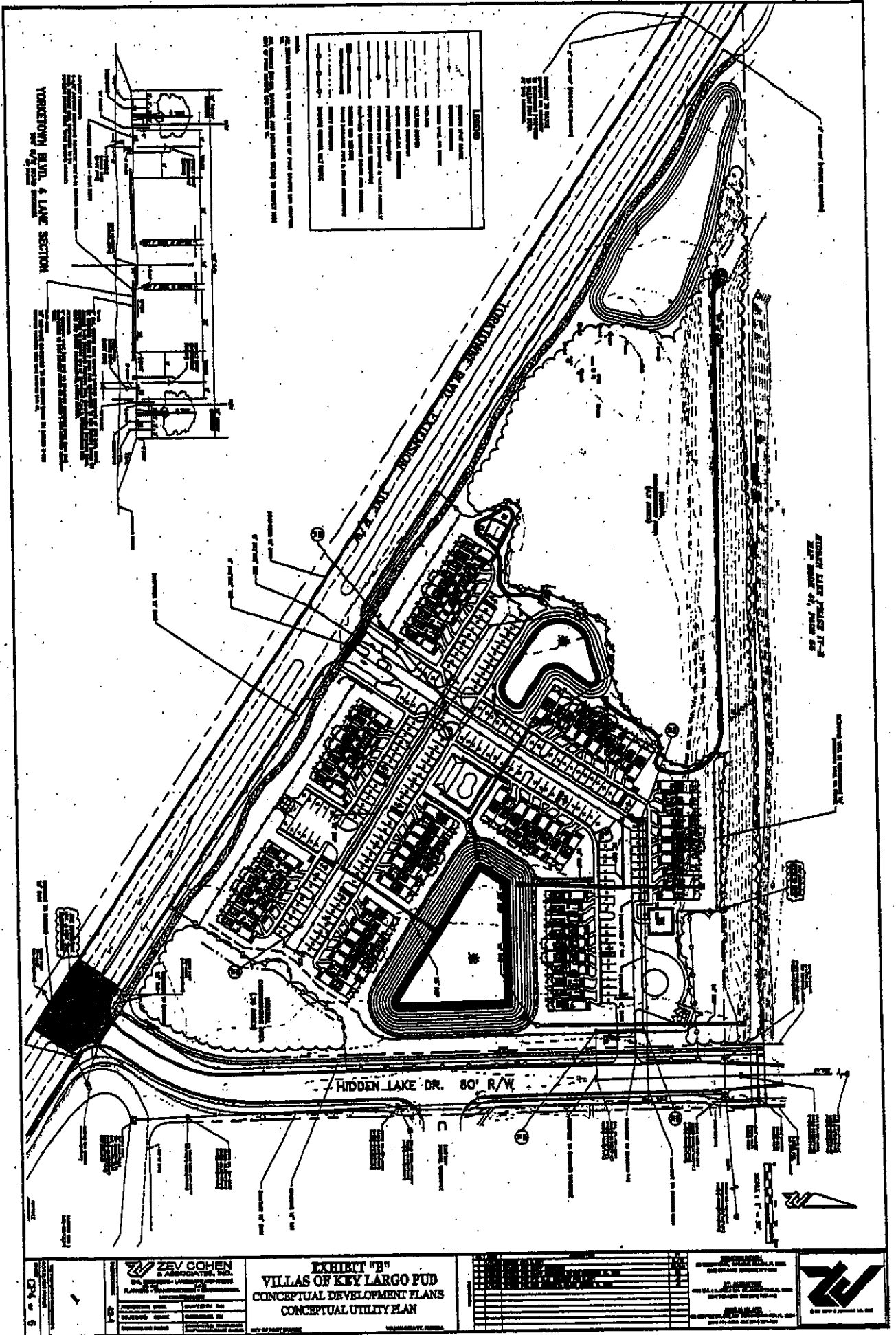
An 8 ½" x 11" reduction of the Conceptual Development Plan prepared by Zev Cohen & Associates is attached. Full-size Conceptual Development Plans are on file with the City of Port Orange and are available for inspection upon request.











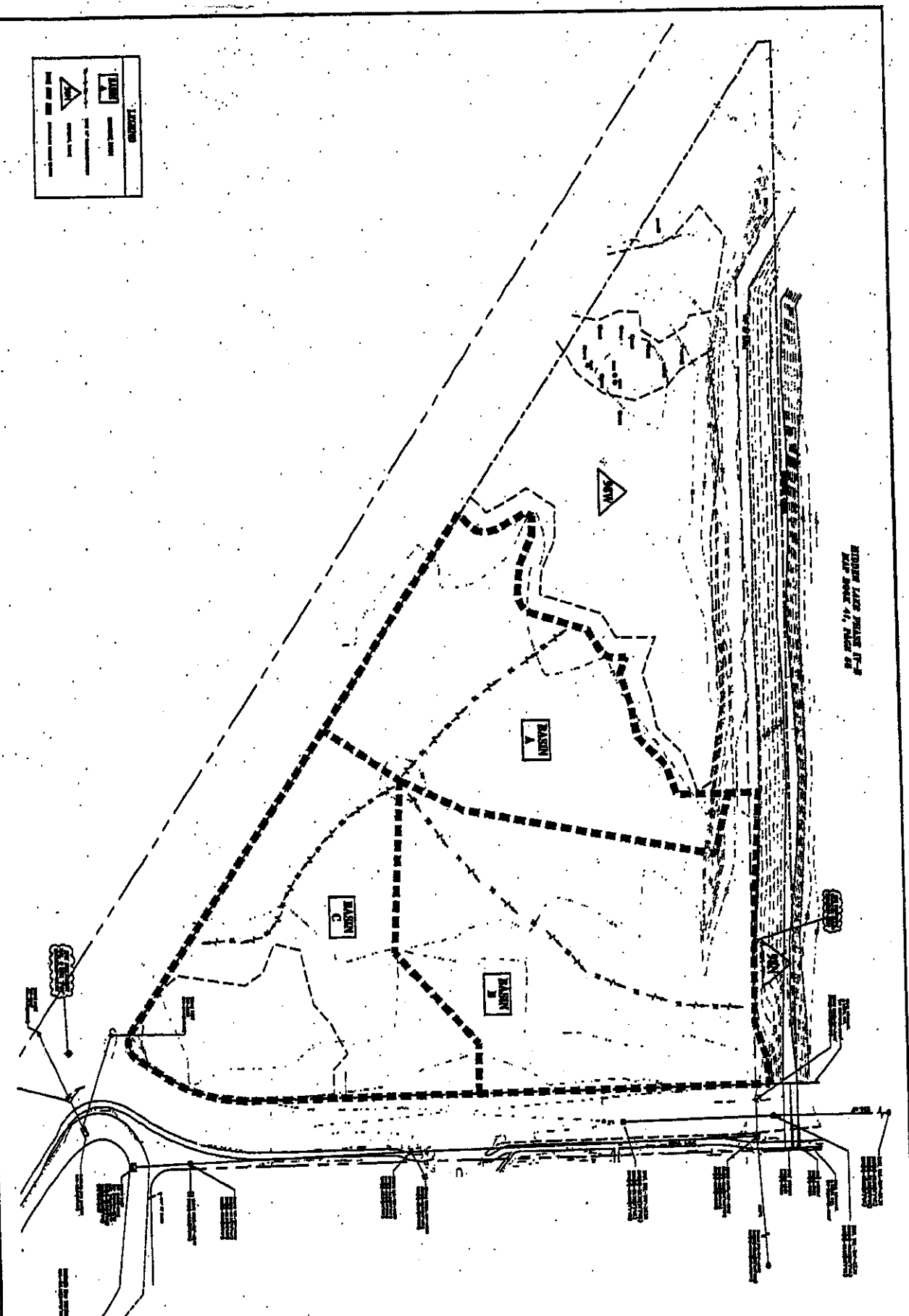
**VIOLATIONS, ETC., AND LINE SECTION**

ALL VIOLATIONS, ETC., AND LINE SECTION SHALL BE CORRECTED BY THE DEVELOPER AT HIS OWN EXPENSE AND TO THE SATISFACTION OF THE CITY ENGINEER.

NO.	DESCRIPTION
1	ALL VIOLATIONS, ETC., AND LINE SECTION SHALL BE CORRECTED BY THE DEVELOPER AT HIS OWN EXPENSE AND TO THE SATISFACTION OF THE CITY ENGINEER.
2	ALL VIOLATIONS, ETC., AND LINE SECTION SHALL BE CORRECTED BY THE DEVELOPER AT HIS OWN EXPENSE AND TO THE SATISFACTION OF THE CITY ENGINEER.
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<p>9 of 10</p>	<p><b>ZEV CHEN</b>          CIVIL ENGINEER          LICENSE NO. 12345          STATE OF FLORIDA</p>	<p><b>EXHIBIT "B"</b>  <b>VILLAS OF KEY LARGO PUD</b>          CONCEPTUAL DEVELOPMENT PLANS          CONCEPTUAL UTILITY PLAN</p>	<p>DATE: 10/15/2023          SCALE: AS SHOWN          SHEET NO. 9 OF 10</p>	
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	PROPOSED ROAD
	PROPOSED UTILITY
	PROPOSED STRUCTURE
	PROPOSED LOT
	PROPOSED BOUNDARY

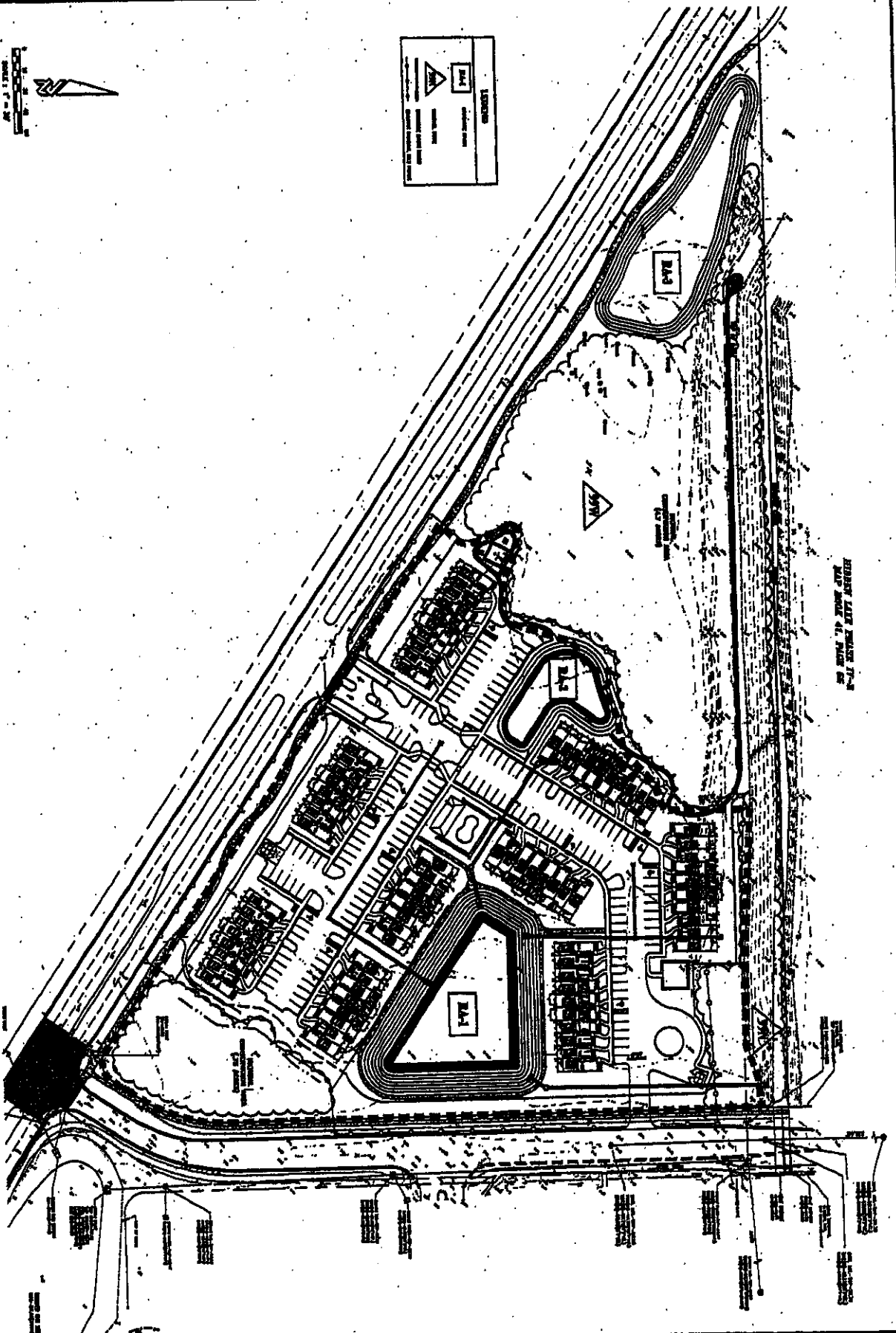


PROPOSED ROAD PLANT (11-8)  
SEE SHEET 41, PLAN 02

ZEV COHEN ARCHITECTS, INC. 1000 N. W. 10th Ave. Ft. Lauderdale, FL 33304 (954) 561-1111 www.zevcohen.com	<b>EXHIBIT "B"</b> <b>VILLAS OF KEY LARGO PUD</b> <b>CONCEPTUAL DEVELOPMENT PLANS</b> <b>PRE-DEVELOPMENT BASIN MAP</b>		PREPARED FOR: CITY OF KEY LARGO 1000 N. W. 10th Ave. Ft. Lauderdale, FL 33304 (954) 561-1111 www.cityofkeylargo.com	
	DATE: 08/15/2011 DRAWN BY: JAC CHECKED BY: JAC APPROVED BY: JAC	SHEET NO.: 08 TOTAL SHEETS: 08		



LEGEND	
	EXISTING STREET
	PROPOSED STREET
	EXISTING UTILITY
	PROPOSED UTILITY
	EXISTING STRUCTURE
	PROPOSED STRUCTURE



NO DATA TO SHOW AT THIS SCALE

<p><b>ZEV COHEN</b> ARCHITECTURAL &amp; ENGINEERING, INC.</p>	<p><b>EXHIBIT "B"</b> <b>VILLAS OF KEY LARGO FUD</b> CONCEPTUAL DEVELOPMENT PLANS POST DEVELOPMENT BASIN MAP</p>	<table border="1"> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DESCRIPTION	DATE							
			NO.	DESCRIPTION	DATE							
<p>DATE: 10/15/08 SCALE: AS SHOWN DRAWN BY: JAC CHECKED BY: JAC</p>												

**EXHIBIT "C"**

**Architectural Theme Attached**



29 + 30

## CITY OF PORT ORANGE

1000 CITY CENTER CIRCLE  
PORT ORANGE, FLORIDA 32129  
TELEPHONE 386-506-5500  
FAX 386-756-5290  
[www.Port-Orange.org](http://www.Port-Orange.org)

November 15, 2006

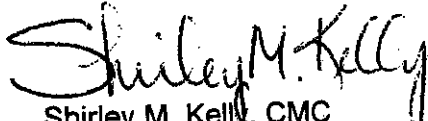
Mark A. Watts  
Cobb & Cole  
351 East New York Avenue  
Suite 200  
DeLand, FL 32724

Dear Mr. Watts:

At its regular meeting on Tuesday, November 14, 2006, the Port Orange City Council approved first reading of Ordinance Nos. 2006-41 and 2006-42 (Villas of Key Largo), as recommended by the Planning Commission and City Staff. Ordinance No. 2006-41 will approve the Small Scale Future Land Use Amendment for Villas of Key Largo, and Ordinance No. 2006-42 will approve the Master Development Agreement and Conceptual Development Plan for Villas of Key Largo, as recommended by the Planning Commission and City Staff. The second and final reading of Ordinance Nos. 2006-41 and 2006-42 will be scheduled following acknowledgment from the Volusia Growth Management Commission of their approval. Please remain in contact with the Community Development Department (506-5600) to ascertain when the Ordinances will be scheduled.

Should you have any questions regarding this, please contact the Community Development Department at 506-5600.

Very truly yours,

  
Shirley M. Kelly, CMC  
Deputy City Clerk

SMK:l

cc: Richard Wells, AICP, Director of Community Development  
Mike Disher, Planning & Development Manager