



CITY COUNCIL AGENDA FORM

REQUESTED COUNCIL MEETING DATE 2/26/08

SUBJECT: ORDINANCE APPROVING THE 1st AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR THE PEACOCK WAY PCD CASE NO. 07-4000001

DEPARTMENT: COMMUNITY DEVELOPMENT

RECOMMENDED MOTION:

Approve Ordinance No. 2008-10 approving the Master Development Agreement for the Peacock Way PCD 1st Amendment, as recommended by the Planning Commission.

PLANNING COMMISSION ACTION: At the January 24, 2008 meeting, the Planning Commission recommended approval 7-0 of the 1st Amendment to the Master Development Agreement for the Peacock Way PCD.

SUMMARY: The purpose of the amendment is to formally change the name of the PCD from Peacock Way to Journey's End, to incorporate an off-site retention area, and to establish uses for two incorporated lots (approximately 6.71 acres) including mini-warehouse/self-storage, office, retail, and restaurant. Please note all Staff and Planning Commission conditions have been addressed.

ATTACHMENTS: Ordinance Resolution Budget Resolution

Other Support Documents/Contracts Available for Review in Manager's Office

DEPARTMENT HEAD *Wayne Clark* Wayne Clark Community Development Director Date 2/15/08

CITY ATTORNEY *Myra K. Kite* Approved as to Form and Legality Date 2.15.08

CITY MANAGER *Way* Approved Agenda Item For: 2/26/08

COUNCIL ACTION: Approved as Recommended Disapproved

Tabled Indefinitely Continued to Date Certain Approved with Modification

Second Reading 3/18/08

ORDINANCE NO. 2008-10

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR THE JOURNEY'S END (F/K/A THE PEACOCK WAY) PLANNED COMMERCIAL DEVELOPMENT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Developer desire to enter into a First Amendment to the Master Development Agreement for the Journey's End (f/k/a The Peacock Way) Planned Commercial Development and

WHEREAS, the developer submitted a request to the Planning Commission to approve the First Amendment to the Master Development Agreement for Journey's End (f/k/a The Peacock Way) Planned Commercial Development; and

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

WHEREAS, the Planning Commission has by majority vote recommended approval of the proposed First Amendment to the Master Development Agreement for the Journey's End PCD, 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 First Amendment to the Master Development Agreement for The Journey's End (f/k/a The Peacock Way) Planned Commercial Development.

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 First Amendment to the Master Development Agreement for The Journey's End (f/k/a The

Peacock Way) Planned Commercial Development (attached hereto as Exhibit 1).

Section 2. The Mayor and City Manager are hereby authorized to execute said First Amendment to the Master Development Agreement for The Journey's End (f/k/a The Peacock Way) Planned Commercial Development on behalf of the City of Port Orange.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If a ny provision of t his ordinance or t he a pplication thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. This ordinance shall become effective immediately upon adoption by the City Council.

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\journey's end 1st amend to mda.wpd

FIRST AMENDMENT TO THE
MASTER DEVELOPMENT AGREEMENT
FOR THE JOURNEY'S END
(f/k/a THE PEACOCK WAY)
PLANNED COMMERCIAL DEVELOPMENT (PCD)

This Agreement, made and entered into by and between the CITY OF PORT ORANGE, a Florida municipal corporation, hereinafter referred to as the "City," mailing address: Attention: City Manager, 1000 City Center Circle, Port Orange, FL 32129-4144; JAI-AMBE, INC., a Florida corporation, hereinafter sometimes referred to as the "Owner," mailing address: 133 South Ocean Avenue, Daytona Beach, FL 32118; and, PORT ORANGE STOW-A-WAY, LLC, a Florida Limited Liability Company, hereinafter referred to as the "Developer" mailing address: 7184 SE Osprey Street, Hobe Sound, FL 33455; constitutes the First Amendment to the Master Development Agreement for the Peacock Way Planned Commercial Development (PCD).

WHEREAS, Jai-Ambe, Inc., is the owner of property legally described on the attached Exhibit "A," hereinafter referred to as the "Property" which is subject to that certain Master Development Agreement for the Peacock Way Planned Commercial Development (PCD), dated November 1, 2000 and recorded in Official Records Book 4614, Page 746, Public Records of Volusia County, Florida, that Agreement is hereinafter sometimes referred to as the "PCD Agreement;" and

WHEREAS, the Owner has sold to the Developer a parcel of land adjacent to the subject PCD Property, said parcel being approximately 6.71 acres, hereinafter referred to as "Parcel B" and is more particularly described on Exhibit "B;" and

WHEREAS, the Owner and the Developer are desirous of including and subjecting the Parcel B property to be governed by all of the rules, regulations and associations provided for in the subject PCD not in conflict with this First Amendment; and

WHEREAS, the Owner and the Developer are desirous of changing the name of the PCD to "Journey's End PCD;" and

WHEREAS, parcels "A" and "B" will hereafter collectively be the "PCD Property" governed by the Journey's End PCD agreement and this First Amendment.

WHEREAS, the City is desirous of entering into this Agreement with the Owner and Developer for the purposes of incorporating additional lands into the PCD and the City has no objection to changing the name associated with this planned commercial development.

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

1. The premises set forth above are true and correct, form a material part of this First Amendment to the PCD Agreement, and are incorporated herein by reference.
2. The terms and provisions of the PCD Agreement are amended as follows:
3. Title of the PCD. The title of this planned commercial development and the PCD zoning district designation for the properties described on the attached Exhibits "A" and "B" shall hereafter be known as "Journey's End PCD" and the lands identified therein as the "PCD Property" herein and such land as may be annexed thereto in the future shall be subject to the PCD Agreement which shall hereafter be known as: "Master Development Agreement for the Journey's End Planned Commercial Development (PCD)," as amended hereby and from time to time.

4. Additional Property. The property described on the attached Exhibit "B" is hereby added to the existing PCD property as proposed Lot 4 and Lot 5, said lots to be created by subdivision plat, as well as the facility referred to in the original Master Development Plan as "Offsite Stormwater Facility" described on the attached Exhibit "C", Conceptual Development Plan, as Stormwater Detention/Retention Area Tract C. The additional properties shall be governed and regulated by the PCD Agreement, as amended by this First Amendment and, to the extent not in conflict with the PCD Agreement or this First Amendment, all applicable City ordinances including those codified as the City of Port Orange Land Development Code (LDC). In the event of conflict between the terms and provisions of this First Amendment and the Journey's End PCD Agreement, this First Amendment shall control.
5. Conceptual Development Plan. The Parcel B property shall generally be developed as depicted on the Conceptual Development Plan for the property, attached hereto and by reference made a part hereof as Exhibit "C-1," hereinafter referred to as the "CDP."
6. Uses and Dimensional Requirement. The Table of Uses and Dimensional Requirements (Exhibit "D") of the PCD Agreement is amended below shall be read conjunctively with the Amended CDP (Exhibit "C")

Permitted Uses:

Lot 1

Restaurants (Type A)
Restaurants (Type B)
Professional/Medical Offices
Business Services
Financial Services
Banks

Retail Sales/Services
Health/Exercise Clubs

Lot 2

Restaurants (Type A)
Professional/Medical Offices
Business Services
Financial Services
Banks
Retail Sales/Services
Health/Exercise Clubs

Lot 3

Hotels
Wellness Centers
Congregate Living Facilities
Nursing Homes

Lot 4

Professional/Medical Office
Banks
Business Services
Financial Services
Retail Sales/Service
Restaurant- Type A

Lot 5

Self Storage and Storage Yard (to include manager's office) and appurtenant facilities.
Business Services
Financial Services
Adult Care Facility (Day Care, Congregate Living Facility or Nursing Home)

Lot Dimensional Requirements

Minimum Lot Area	1 acre
Minimum Lot Width	
Lot 1, 2, and 3	150 feet
Lot 4	90 feet
Lot 5	137 feet
Maximum Building Coverage	35%
Minimum Lot Open Space	20% ¹
Minimum Front Yard Setback	30 feet
Minimum Side Yard Setback	25 feet
Minimum Rear Yard Setback	25 feet
Minimum Building Separation	10 feet
Maximum Building Height	

Lot 1, 2, and 4	45 feet
Lot 3 and 5	60 feet

¹ Provided that the total minimum open space for the PCD Property as a whole does not fall below 30%.

7. Architectural Standards. The architectural standards of the Journey's End PCD shall apply to the Property described on Exhibit "B".
8. Landscape Buffers. a) Eastern Buffer- The stormwater pond for the Journey's End PCD shall be expanded and, combined with required site landscaping, shall act as the eastern buffer on Lot 4. The self storage buildings built on Lot 5 will be set back twenty feet (20') off the property line and shall have an architectural finish that serves as the eastern buffer on Lot 5. Project perimeter buffers for the west and south side of the Property shall be as provided on the CDP and this paragraph or if not addressed by the CDP or this paragraph as provided by the City Land Development Code (LDC) and in a fashion consistent with the landscaping location and placement required for the property described on Exhibit "A" (the original PCD property). In conjunction with the requirements of this paragraph, the Developer will work with City staff to increase the effectiveness on the south side of the lot to provide a buffer as determined by staff to be necessary to protect residential property from adverse development impact.
9. Conservation Easements. Conservation easements shall be placed around trees required by the City to be preserved on the Exhibit "B" property.
10. Signage. Lot 4 and 5 shall each be permitted to have an interstate highway sign to be located in the sign easements depicted on the conceptual development plan. Each sign shall have a maximum height of fifteen (15') and a maximum copy area

of two hundred (200) square feet. All buildings and parking lot signage shall be allowed by the LDC.

11. Agreement Survival. All terms and provisions of the original PCD agreement not expressly in conflict with the terms and provisions of this First Amendment shall remain in full force and effect and shall not be considered modified or repealed by this First Amendment.
12. This First Amendment shall be effective as of the date it is executed by all parties.
13. This First Amendment shall be recorded in the Public Records of Volusia County, Florida, at the Developer's expense.

IN WITNESS WHEREOF, the parties have executed this First Amendment, by and through their duly authorized representative, on the respective dates below.

WITNESSES:

CITY OF PORT ORANGE, a Florida
municipal corporation

By: _____
Print Name: _____

Allen Green, Mayor

By: _____
Print Name: _____

Attest: _____
Kenneth W. Parker, City Manager

Dated: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by Allen Green and Kenneth W. Parker, as Mayor and City Manager, respectively, for 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 Public, State of Florida at Large
My commission expires:

JAI-AMBE INC, a Florida corporation,
Owner

By: [Signature]
Print Name: Kim Ward
By: [Signature]
Print Name: Laura Hayden

[Signature]
By: Jayesh Patel
Title: PRESIDENT
Dated: 2/12/08

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 12th day of Feb., 2008, by Jayesh Patel as President for JAI-AMBE, INC., a Florida corporation

[Signature]
Notary Public, State of Florida at Large
My commission expires:

Personally Known or Produced Identification _____
Type of Identification Produced _____



PORT ORANGE STOW-A-WAY, LLC,
Developer

By: _____
Print Name: _____
By: _____
Print Name: _____

By: Todd Marshall
Title: Managing Member
Dated: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by Todd Marshall, as Managing Member of Port Orange Stow-A-Way, LLC.

Notary Public, State of Florida at Large
My commission expires:

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

JAI-AMBE INC, Owner

By: _____
Print Name: _____

By: Jayesh Patel
Title: _____
Dated: _____

By: _____
Print Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by Jayesh Patel as Owner for JAI-AMBE, INC.

Notary Public, State of Florida at Large
My commission expires:

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

PORT ORANGE STOW-A-WAY, LLC,
Developer

By: [Signature]
Print Name: CRAIG S. MARSHALL

[Signature]
By: Todd Marshall
Title: Managing Member
Dated: 2-11-2008

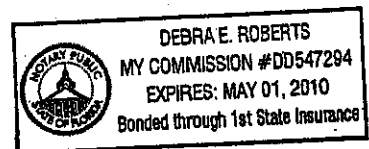
By: [Signature]
Print Name: [Signature]

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 11TH day of February, 2008, by Todd Marshall, as Managing Member of Port Orange Stow-A-Way, LLC.

[Signature]
Notary Public, State of Florida at Large
My commission expires:

Personally Known or Produced Identification _____
Type of Identification Produced _____



Book: 4614
Page: 763

EXHIBIT "A"

LEGAL DESCRIPTION

DESCRIPTION

A PART OF SECTIONS 17, 18, 19 AND 20, TOWNSHIP 18 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, AND A PART OF LOT 1-A, CRAIG FARMS, PLAT 2 AS RECORDED IN MAP BOOK 11, PAGE 90 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID SECTION 20 AS THE POINT OF REFERENCE, RUN S89°39'10"W ALONG THE NORTH LINE OF SAID SECTION 19, A DISTANCE OF 33.67 FEET TO THE POINT OF BEGINNING, AND A POINT ON THE WEST LINE OF PORT ORANGE-SALISULA ROAD; THENCE N11°27'4"E ALONG SAID WEST LINE, A DISTANCE OF 61.29 FEET TO THE SOUTH RIGHT OF WAY LINE OF TAYLOR ROAD, A 50 FOOT RIGHT OF WAY; THENCE N88°48'07"E ALONG SAID SOUTH LINE, A DISTANCE OF 301.00 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN S00°28'04"E PARALLEL WITH THE WEST LINE OF SAID SECTION 20, A DISTANCE OF 718.98 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE CONTINUE S00°28'04"E, A DISTANCE OF 149.14 FEET; THENCE S89°35'07"W, A DISTANCE OF 253.58 FEET; THENCE N15°19'11"W, A DISTANCE OF 94.26 FEET; THENCE S89°31'59"W, A DISTANCE OF 41.38 FEET TO THE EAST RIGHT OF WAY LINE OF INTERSTATE NO. 95 (STATE ROAD NO. 9); THENCE RUN ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: N15°19'11"W, A DISTANCE OF 381.65 FEET; THENCE N04°49'29"E, A DISTANCE OF 315.21 FEET TO A POINT ON THE ARC OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 1116.47 FEET, A CENTRAL ANGLE OF 02°43'53", AND A CHORD BEARING AND DISTANCE OF N45°46'22"E, 53.22 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 53.22 FEET TO THE NORTH LINE OF SAID SECTION 19; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, RUN N88°39'10"E ALONG SAID NORTH LINE, A DISTANCE OF 45.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.49 ACRES, MORE OR LESS.

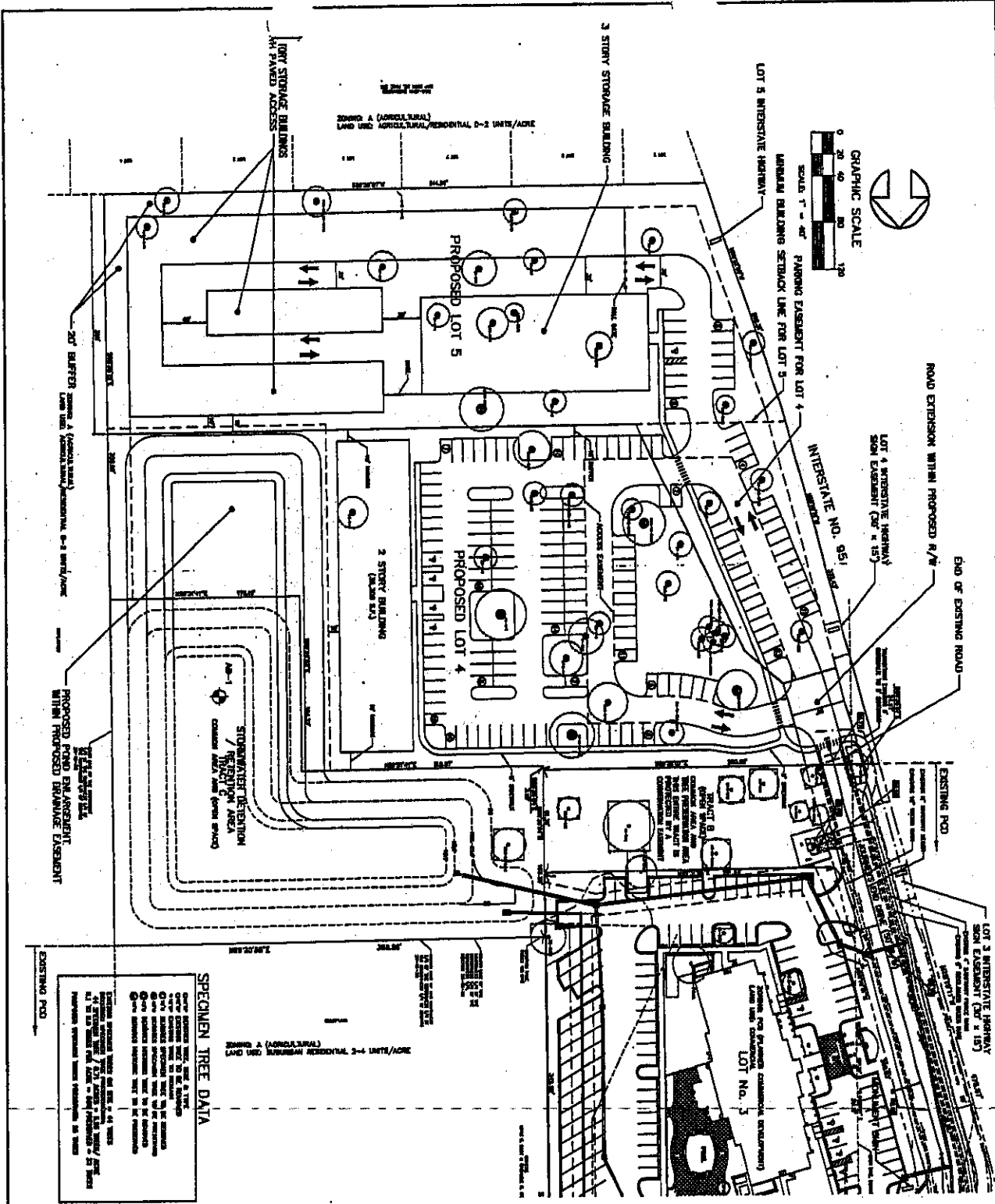
LEGAL DESCRIPTION

DESCRIPTION

A PORTION OF SECTIONS 19 AND 20, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID SECTION 20 AS THE POINT OF REFERENCE, RUN SOUTH 00 DEGREES 28 MINUTES 04 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 20, A DISTANCE OF 810.04 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89 DEGREES 35 MINUTES 07 SECONDS EAST, A DISTANCE OF 280.00 FEET; THENCE SOUTH 00 DEGREES 28 MINUTES 04 SECONDS EAST, A DISTANCE OF 3.15 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 41 SECONDS EAST, A DISTANCE OF 218.87 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 53 SECONDS EAST, A DISTANCE OF 154.33 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 41 SECONDS EAST, A DISTANCE OF 170.15 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE SOUTH 00 DEGREES 28 MINUTES 19 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 356.06 FEET TO THE NORTH LINE OF MAC-JOHN SUBDIVISION AS RECORDED IN MAP BOOK 27, PAGE 223 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 35 MINUTES 07 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 544.81 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 95 (S.R. NO. 9); THENCE NORTH 18 DEGREES 52 MINUTES 05 SECONDS WEST LONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 202.31 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE, NORTH 15 DEGREES 19 MINUTES 11 SECONDS WEST, A DISTANCE OF 332.43 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, RUN NORTH 89 DEGREES 35 MINUTES 07 SECONDS EAST, A DISTANCE OF 24.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.7147 ACRES, MORE OR LESS.



SPECIMEN TREE DATA

1. ALL TREES TO REMAIN SHALL BE IDENTIFIED AND MEASURED AT THE TIME OF THE PRELIMINARY SURVEY. THE MEASUREMENTS SHALL BE TAKEN IN ACCORDANCE WITH THE FOLLOWING:

- TREE SPECIES
- DBH (DIAMETER AT BREAST HEIGHT)
- HEIGHT
- CANOPY SPREAD
- HEALTH
- SPECIES
- LOCATION
- COMMENTS

GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA BUILDING CODE, THE FLORIDA ELECTRICAL CODE, AND THE FLORIDA MECHANICAL CODE.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
4. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
5. THE CONTRACTOR SHALL MAINTAIN THE STRENGTH AND INTEGRITY OF ALL EXISTING FOUNDATIONS.
6. THE CONTRACTOR SHALL MAINTAIN THE STRENGTH AND INTEGRITY OF ALL EXISTING ROADS AND DRIVEWAYS.
7. THE CONTRACTOR SHALL MAINTAIN THE STRENGTH AND INTEGRITY OF ALL EXISTING UTILITIES.
8. THE CONTRACTOR SHALL MAINTAIN THE STRENGTH AND INTEGRITY OF ALL EXISTING STRUCTURES.
9. THE CONTRACTOR SHALL MAINTAIN THE STRENGTH AND INTEGRITY OF ALL EXISTING UTILITIES.
10. THE CONTRACTOR SHALL MAINTAIN THE STRENGTH AND INTEGRITY OF ALL EXISTING STRUCTURES.

SITE DATA

PROJECT: JOURNEYS END PCO
 LOCATION: PORT ORANGE, FLORIDA
 DATE: 12-22-06
 SCALE: 1" = 40'
 DRAWN: [Name]
 CHECKED: [Name]
 DESIGNED: [Name]
 DATE: 12-22-06

LEGAL DESCRIPTION

PART OF SECTION 28, TOWNSHIP 29 NORTH, RANGE 17 WEST, COUNTY OF VOLUPE COUNTY, FLORIDA.

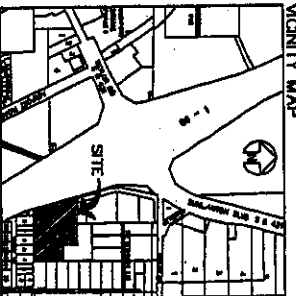


EXHIBIT "C1"
 CONCEPTUAL DEVELOPMENT PLAN
 JOURNEYS END PCO
 PORT ORANGE, FLORIDA

MARK DOWST & ASSOCIATES, INC.
 ENGINEERS • PLANNERS • SURVEYORS
 18 4316
 351 N. MALIBU AVENUE, SUITE # 200 • DAYTONA BEACH, FLORIDA 32114 • (386) 255-7999
 SCALE: 1" = 40' DRAWN: [Name] CHECKED: [Name] DESIGNED: [Name] DATE: 12-22-06

NO.	DATE	APP.	REVISION
1	12-22-06	MD	PRELIMINARY PLAN
2	12-22-06	MD	REVISED PER CITY COMMENTS



STAFF REPORT

CASE NO. 07-4000001

1ST AMENDMENT PEACOCK WAY PCD

Jay Patel, Owner / Jim Morris, Applicant

East of I-95, south of Taylor Rd.

January 17, 2008

INTRODUCTION:

Jim Morris, representing the owner, requests approval of the 1st Amendment to the Journey's End Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the Journey's End Planned Commercial Development (PCD). The purpose of the amendment is to add approximately 6.71 acres and allow further development of the existing PCD. If approved, the contract purchaser and developer, Port Orange Stowaway LLC, intends to subdivide the property into two lots and develop a mini-warehouse facility with a three-story storage building and a two-story office building. (Exhibit "A")

BACKGROUND:

The Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the Peacock Way Planned Commercial Development (PCD) were initially approved by City Council in November 2000. The MDA and CDP established a 7.49-acre planned commercial development. Since 2004, Jay Patel purchased the existing Peacock Way PCD and is the current developer of the Country Inn & Suites hotel, which is adjacent to the subject property. The subject property is located south of the existing Peacock Way PCD, south of Taylor Rd. and east of I-95. The property is currently vacant and wooded.

The project engineer first contacted Staff regarding this project in August 2006, and a pre-application meeting was held with the developer and applicant in December 2006. At that time such items as tree preservation, the joint stormwater pond, and emergency access were discussed. Staff received the application in March 2007 and held SDRC for the MDA and Concept Plan in May 2007.

DISCUSSION:

The developer proposes to construct a mini-warehouse facility with a three-story storage building and a two-story, 36,300 square foot office building with associated site improvements. If the PCD amendment is approved, the developer will submit a subdivision application and site plans to allow the property to be developed. The storage facility would be constructed immediately. The office building will be constructed at a later date. The PCD amendment will incorporate the subject property into the PCD, establish permitted uses, and create development parameters specific to the property. This amendment will also formally change the name of the PCD from Peacock Way to Journey's End.

Permitted Uses

Through the Amendment, the developer is proposing to add Health/Exercise Clubs to the existing lots 1 & 2 as well as establish uses that would be compatible with the City's "PO" (Professional Office) zoning district for Lots 4 & 5, located on the subject property. These uses are also compatible with the *Commercial* future land use designation. Mini-

warehouses are special exception uses in other City commercial zoning districts. Chapter 18 of the Land Development Code makes exception for these kinds of uses by setting forth special development requirements that special exception uses must follow in order to be developed. The special development requirements mini-warehouses must meet pertain to buffering/screening, lot size, and location. The proposed development will meet these requirements, except it does not front on to an arterial road.

Architecture

The original MDA states that all buildings within the PCD must be consistent in design and style in regard to the architecture. That includes window patterns, design elements, colors and materials. Moreover, the architectural design for the PCD shall be established by the first building built or approved, which in this case is the Country Inn & Suites hotel. The storage building and office building will therefore need to be designed consistent with that building. The intended orientation for the mini-warehouses is for the doors to face the interior of the property and for the rear walls of the buildings to act as a buffer between the commercial and residential developments.

Stormwater Retention & Tree Preservation

The applicant is proposing to expand the existing "off-site" stormwater pond currently being used for Lots 1-3 of the PCD for this development. Section 4 of the MDA provides for the pond to be included within the PCD boundary so that it is no longer off-site. The expanded pond will help to serve as a buffer between the office building and the rear property line of the residential homes along Boggs Ford Rd. There will be an additional 20-foot wide buffer between the subject property and the surrounding residential developments.

There are 44 existing specimen trees located on the subject property. The developer is proposing to preserve 25 of those trees, saving three more trees than required by Code. The engineer has designed the buildings and parking lots shown on the Concept Plan around the largest specimen trees to minimize the impact on those trees being preserved.

Driveways & Parking

This development is accessible only off of Journey's End Dr. In order for emergency response vehicles and other drivers to have adequate maneuverability for turn-around, the developer is proposing to provide an access easement through the parking lots on Lots 4 and 5 to create a continuous loop for through traffic in lieu of a traditional cul-de-sac or hammerhead turn-around.

As per Chapter 12, section 4, LDC, the required parking for office buildings is 1 space per 200 square feet. For the proposed 36,300 square-foot proposed office building, the required parking would be 181 spaces. The developer is proposing to use a calculation of 3.5 spaces per 1,000 square feet of office space for Lot 4, which comes to a total of 127 spaces. The amount of parking being provided on the CDP is 150 spaces on Lot 4, which renders it 30 spaces deficient, as per the LDC. However, the amount of parking on this lot is being reduced to meet tree preservation requirements and provide for a better flow of site traffic.

As per Chapter 12, LDC, the parking ratio for mini storage is 1 space per 10 cubicles; however, the exact number of cubicles is not known at this time. The ITE parking generation for warehouses is 0.5 spaces per 1,000 square feet of storage. The storage buildings on the CDP show 91,825 square feet of storage buildings (mini-warehouse buildings plus three-story storage building). The parking needed for this amount of storage is 45 spaces. However, since there is a surplus of available storage space in Port Orange and customers that use mini-warehouse/self-storage facilities are generally there for a short period of time, Staff feels that parking needs will be met by the spaces shown in front of the storage building and the continuous loading outside the mini-warehouse cubicles.

Consistency with the Comprehensive Plan

The developer is concurrently applying for a comprehensive plan amendment to change the subject property's future land use designation to *Commercial* (Case Number 07-20000004). The City's *Comprehensive Plan - Update '98* states that "[c]ommercial land uses are those that provide for the retail sale of items and services to the general public. These areas consist of shopping centers, retail stores, restaurants, automobile service facilities, and similar uses." The proposed office and storage facility listed in the amendment's permitted uses is consistent with the intent of the City's *Commercial* future land use designation. Once the future land use designation is changed, the proposed zoning will be consistent with the comprehensive plan. Additionally, the PCD amendment is consistent with comprehensive plan policies regarding how the land will be developed, with respect to architecture, parking, and tree preservation.

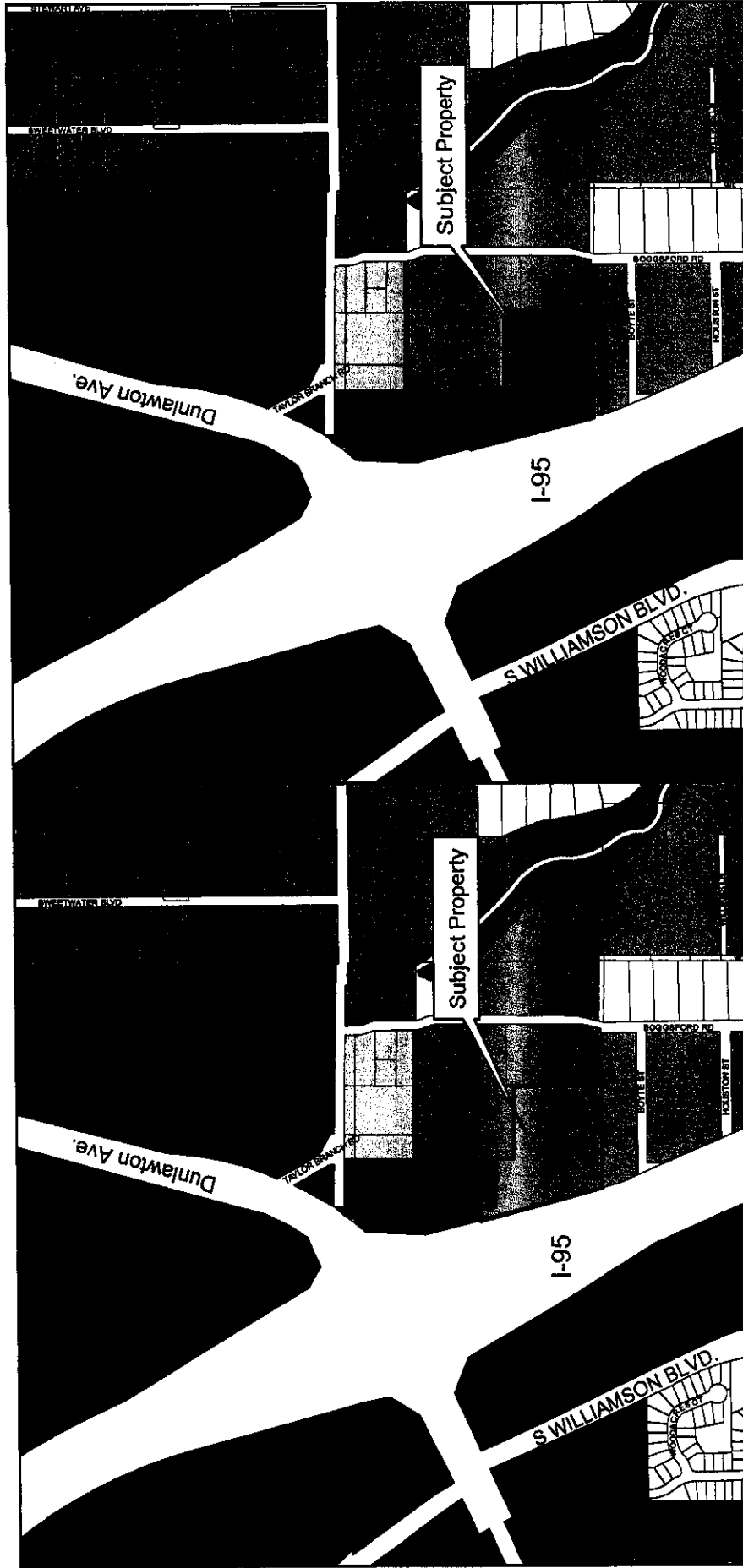
STAFF DEVELOPMENT REVIEW COMMITTEE (SDRC):

The Staff Development Review Committee met on May 9, 2007 to discuss this project. Based upon comments made at this meeting, the applicant submitted revised documents over the next several months. The latest version of the revised amendment and conceptual development plan was submitted on December 14, 2007. This last review by Staff leaves the applicant with no outstanding technical or advisory comments.

RECOMMENDATION:

Based on the findings of this report, Staff recommends approval of the requested 1st Amendment to the Master Development Agreement and Conceptual Development Plan of the Peacock Way Planned Commercial Development with the following conditions:

- The documents will be reviewed by the City Attorney as to legal form and content, and
- Subject to Council approval of the Future Land Use Amendment.



- Proposed Zoning**
- F-C Flood Plain-Conservation
 - A Agriculture
 - RR Rural Residential
 - R-2D Two Family Residential
 - PCD Planned Commercial Development
 - PO Professional Office
 - ICD Interchange Commercial District

- Current Zoning**
- F-C Flood Plain-Conservation
 - A Agriculture
 - RR Rural Residential
 - R-2D Two Family Residential
 - PCD Planned Commercial Development
 - PO Professional Office
 - ICD Interchange Commercial District

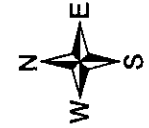


EXHIBIT "A"
07-2000004

REZONING



DEPARTMENT OF COMMUNITY DEVELOPMENT

Prepared by
James S. Morris, Esq.
420 South Nova Road
Daytona Beach, FL 32114

FIRST AMENDMENT TO THE
MASTER DEVELOPMENT AGREEMENT
FOR THE JOURNEY'S END
(f/k/a THE PEACOCK WAY)
PLANNED COMMERCIAL DEVELOPMENT (PCD)

This Agreement, made and entered into by and between the CITY OF PORT ORANGE, a Florida municipal corporation, hereinafter referred to as the "City," mailing address: Attention: City Manager, 1000 City Center Circle, Port Orange, FL 32129-4144; JAI-AMBE, INC., a Florida corporation, hereinafter sometimes referred to as the "Owner," mailing address: 133 South Ocean Avenue, Daytona Beach, FL 32118; and, PORT ORANGE STOW-A-WAY, LLC, a Florida Limited Liability Company, hereinafter referred to as the "Developer" mailing address: 7184 SE Osprey Street, Hobe Sound, FL 33455; constitutes the First Amendment to the Master Development Agreement for the Peacock Way Planned Commercial Development (PCD).

WHEREAS, Jai-Ambe, Inc., is the owner of property legally described on the attached Exhibit "A," hereinafter referred to as the "Property" which is subject to that certain Master Development Agreement for the Peacock Way Planned Commercial Development (PCD), dated November 1, 2000 and recorded in Official Records Book 4614, Page 746, Public Records of Volusia County, Florida, that Agreement is hereinafter sometimes referred to as the "PCD Agreement;" and

WHEREAS, the Owner has sold to the Developer a parcel of land adjacent to the subject PCD Property, said parcel being approximately 6.71 acres, hereinafter referred to as "Parcel B" and is more particularly described on Exhibit "B;" and

WHEREAS, the Owner and the Developer are desirous of including and subjecting the Parcel B property to be governed by all of the rules, regulations and associations provided for in the subject PCD not in conflict with this First Amendment; and

WHEREAS, the Owner and the Developer are desirous of changing the name of the PCD to "Journey's End PCD;" and

WHEREAS, parcels "A" and "B" will hereafter collectively be the "PCD Property" governed by the Journey's End PCD agreement and this First Amendment.

WHEREAS, the City is desirous of entering into this Agreement with the Owner and Developer for the purposes of incorporating additional lands into the PCD and the City has no objection to changing the name associated with this planned commercial development.

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

1. The premises set forth above are true and correct, form a material part of this First Amendment to the PCD Agreement, and are incorporated herein by reference.
2. The terms and provisions of the PCD Agreement are amended as follows:
3. Title of the PCD. The title of this planned commercial development and the PCD zoning district designation for the properties described on the attached Exhibits "A" and "B" shall hereafter be known as "Journey's End PCD" and the lands identified therein as the "PCD Property" herein and such land as may be annexed thereto in the future shall be subject to the PCD Agreement which shall hereafter be known as: "Master Development Agreement for the Journey's End Planned Commercial Development (PCD)," as amended hereby and from time to time.

4. Additional Property. The property described on the attached Exhibit "B" is hereby added to the existing PCD property as proposed Lot 4 and Lot 5, said lots to be created by subdivision plat, as well as the facility referred to in the original Master Development Plan as "Offsite Stormwater Facility" described on the attached Exhibit "C", Conceptual Development Plan, as Stormwater Detention/Retention Area Tract C. The additional properties shall be governed and regulated by the PCD Agreement, as amended by this First Amendment and, to the extent not in conflict with the PCD Agreement or this First Amendment, all applicable City ordinances including those codified as the City of Port Orange Land Development Code (LDC). In the event of conflict between the terms and provisions of this First Amendment and the Journey's End PCD Agreement, this First Amendment shall control.
5. Conceptual Development Plan. The Parcel B property shall generally be developed as depicted on the Conceptual Development Plan for the property, attached hereto and by reference made a part hereof as Exhibit "C-1," hereinafter referred to as the "CDP."
6. Uses and Dimensional Requirement. The Table of Uses and Dimensional Requirements (Exhibit "D") of the PCD Agreement is amended below shall be read conjunctively with the Amended CDP (Exhibit "C")

Permitted Uses:

Lot 1

Restaurants (Type A)
Restaurants (Type B)
Professional/Medical Offices
Business Services
Financial Services
Banks

Retail Sales/Services
Health/Exercise Clubs

Lot 2

Restaurants (Type A)
Professional/Medical Offices
Business Services
Financial Services
Banks
Retail Sales/Services
Health/Exercise Clubs

Lot 3

Hotels
Wellness Centers
Congregate Living Facilities
Nursing Homes

Lot 4

Professional/Medical Office
Banks
Business Services
Financial Services
Retail Sales/Service
Restaurant- Type A

Lot 5

Self Storage and Storage Yard (to include manager's office) and appurtenant facilities.
Business Services
Financial Services
Adult Care Facility (Day Care, Congregate Living Facility or Nursing Home)

Lot Dimensional Requirements

Minimum Lot Area	1 acre
Minimum Lot Width	
Lot 1, 2, and 3	150 feet
Lot 4	90 feet
Lot 5	137 feet
Maximum Building Coverage	35%
Minimum Lot Open Space	20% ¹
Minimum Front Yard Setback	30 feet
Minimum Side Yard Setback	25 feet
Minimum Rear Yard Setback	25 feet
Minimum Building Separation	10 feet
Maximum Building Height	

Lot 1, 2, and 4 45 feet
Lot 3 and 5 60 feet

¹ Provided that the total minimum open space for the PCD Property as a whole does not fall below 30%.

7. Architectural Standards. The architectural standards of the Journey's End PCD shall apply to the Property described on Exhibit "B".
8. Landscape Buffers. a) Eastern Buffer- The stormwater pond for the Journey's End PCD shall be expanded and, combined with required site landscaping, shall act as the eastern buffer on Lot 4. The self storage buildings built on Lot 5 will be set back twenty feet (20') off the property line and shall have an architectural finish that serves as the eastern buffer on Lot 5. Project perimeter buffers for the west and south side of the Property shall be as provided on the CDP and this paragraph or if not addressed by the CDP or this paragraph as provided by the City Land Development Code (LDC) and in a fashion consistent with the landscaping location and placement required for the property described on Exhibit "A" (the original PCD property). In conjunction with the requirements of this paragraph, the Developer will work with City staff to increase the effectiveness on the south side of the lot to provide a buffer as determined by staff to be necessary to protect residential property from adverse development impact.
9. Conservation Easements. Conservation easements shall be placed around trees required by the City to be preserved on the Exhibit "B" property.
10. Signage. Lot 4 and 5 shall each be permitted to have an interstate highway sign to be located in the sign easements depicted on the conceptual development plan. Each sign shall have a maximum height of fifteen (15') and a maximum copy area

of two hundred (200) square feet. All buildings and parking lot signage shall be allowed by the LDC.

11. Agreement Survival. All terms and provisions of the original PCD agreement not expressly in conflict with the terms and provisions of this First Amendment shall remain in full force and effect and shall not be considered modified or repealed by this First Amendment.
12. This First Amendment shall be effective as of the date it is executed by all parties.
13. This First Amendment shall be recorded in the Public Records of Volusia County, Florida, at the Developer's expense.

IN WITNESS WHEREOF, the parties have executed this First Amendment, by and through their duly authorized representative, on the respective dates below.

WITNESSES:

CITY OF PORT ORANGE, a Florida
municipal corporation

By: _____
Print Name: _____

Allen Green, Mayor

By: _____
Print Name: _____

Attest: _____
Kenneth W. Parker, City Manager

Dated: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by Allen Green and Kenneth W. Parker, as Mayor and City Manager, respectively, for 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 Public, State of Florida at Large
My commission expires:

JAI-AMBE INC, a Florida corporation,
Owner

By: [Signature]
Print Name: Kim Ward

By: [Signature]
Print Name: Laura Higgins

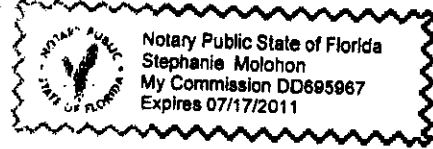
[Signature]
By: Jayesh Patel
Title: PRESIDENT
Dated: 2-12-08

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 12th day of FEB, 2008, by Jayesh Patel as President for JAI-AMBE, INC., a Florida corporation

[Signature]
Notary Public, State of Florida at Large
My commission expires:

Personally Known or Produced Identification _____
Type of Identification Produced _____



PORT ORANGE STOW-A-WAY, LLC,
Developer

By: _____
Print Name: _____

By: _____
Print Name: _____

By: Todd Marshall
Title: Managing Member
Dated: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by Todd Marshall, as Managing Member of Port Orange Stow-A-Way, LLC.

Notary Public, State of Florida at Large
My commission expires:

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

JAI-AMBE INC, Owner

By: _____
Print Name: _____

By: Jayesh Patel
Title: _____
Dated: _____

By: _____
Print Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by Jayesh Patel as Owner for JAI-AMBE, INC.

Notary Public, State of Florida at Large
My commission expires:

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

PORT ORANGE STOW-A-WAY, LLC,
Developer

By: [Signature]
Print Name: Keith M. Chobot

[Signature]
By: Todd Marshall
Title: Managing Member
Dated: 2-11-2008

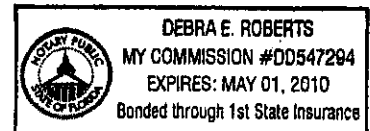
By: [Signature]
Print Name: CRAIG S. MARSHALL

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 11th day of FEBRUARY, 2008, by Todd Marshall, as Managing Member of Port Orange Stow-A-Way, LLC.

[Signature]
Notary Public, State of Florida at Large
My commission expires:

Personally Known or Produced Identification _____
Type of Identification Produced _____



Book: 4614
Page: 763

EXHIBIT "A"

LEGAL DESCRIPTION

DESCRIPTION

A PART OF SECTIONS 17, 18, 19 AND 20, TOWNSHIP 18 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, AND A PART OF LOT 1-A, CRAIG FARMS, PLAT 2 AS RECORDED IN MAP BOOK 11, PAGE 90 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID SECTION 20 AS THE POINT OF REFERENCE, RUN S89°59'10"W ALONG THE NORTH LINE OF SAID SECTION 19, A DISTANCE OF 33.67 FEET TO THE POINT OF BEGINNING, AND A POINT ON THE WEST LINE OF PORT ORANGE-SAMSULA ROAD; THENCE N11°27'44"E ALONG SAID WEST LINE, A DISTANCE OF 61.29 FEET TO THE SOUTH RIGHT OF WAY LINE OF TAYLOR ROAD, A 50 FOOT RIGHT OF WAY; THENCE N89°48'07"E ALONG SAID SOUTH LINE, A DISTANCE OF 301.00 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN S00°25'04"E PARALLEL WITH THE WEST LINE OF SAID SECTION 20, A DISTANCE OF 719.98 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE CONTINUE S00°25'04"E, A DISTANCE OF 149.14 FEET; THENCE S89°35'07"W, A DISTANCE OF 253.58 FEET; THENCE N15°19'11"W, A DISTANCE OF 84.28 FEET; THENCE S89°31'55"W, A DISTANCE OF 41.38 FEET TO THE EAST RIGHT OF WAY LINE OF INTERSTATE NO. 95 (STATE ROAD NO. 9); THENCE RUN ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: N15°19'11"W, A DISTANCE OF 381.85 FEET; THENCE N04°49'29"E, A DISTANCE OF 315.21 FEET TO A POINT ON THE ARC OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 1116.47 FEET, A CENTRAL ANGLE OF 02°43'53", AND A CHORD BEARING AND DISTANCE OF N45°46'22"E, 53.22 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 53.22 FEET TO THE NORTH LINE OF SAID SECTION 19; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, RUN N89°59'10"E ALONG SAID NORTH LINE, A DISTANCE OF 45.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.49 ACRES, MORE OR LESS.

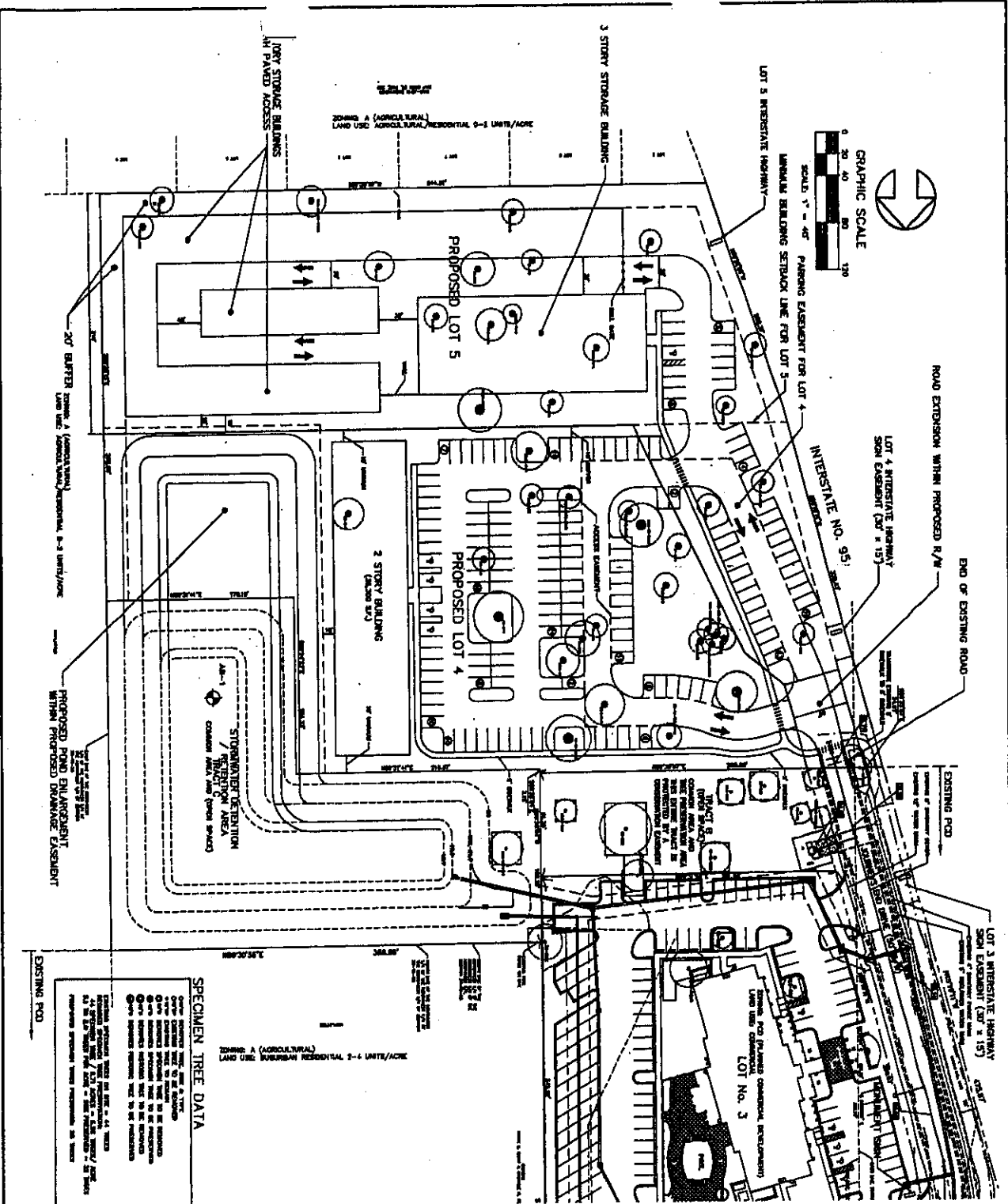
LEGAL DESCRIPTION

DESCRIPTION

A PORTION OF SECTIONS 19 AND 20, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID SECTION 20 AS THE POINT OF REFERENCE, RUN SOUTH 00 DEGREES 28 MINUTES 04 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 20, A DISTANCE OF 810.04 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89 DEGREES 35 MINUTES 07 SECONDS EAST, A DISTANCE OF 280.00 FEET; THENCE SOUTH 00 DEGREES 28 MINUTES 04 SECONDS EAST, A DISTANCE OF 3.15 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 41 SECONDS EAST, A DISTANCE OF 218.87 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 53 SECONDS EAST, A DISTANCE OF 154.33 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 41 SECONDS EAST, A DISTANCE OF 170.15 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE SOUTH 00 DEGREES 28 MINUTES 19 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 356.06 FEET TO THE NORTH LINE OF MAC-JOHN SUBDIVISION AS RECORDED IN MAP BOOK 27, PAGE 223 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 35 MINUTES 07 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 544.81 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 95 (S.R. NO. 9); THENCE NORTH 18 DEGREES 52 MINUTES 05 SECONDS WEST LONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 202.31 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE, NORTH 15 DEGREES 19 MINUTES 11 SECONDS WEST, A DISTANCE OF 332.43 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, RUN NORTH 89 DEGREES 35 MINUTES 07 SECONDS EAST, A DISTANCE OF 24.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.7147 ACRES, MORE OR LESS.



SPECIMEN TREE DATA

ONE SPECIMEN TREE TO BE REMOVED
 ONE SPECIMEN TREE TO BE PRESERVED
 ONE SPECIMEN TREE TO BE PRESERVED
 ONE SPECIMEN TREE TO BE PRESERVED
 ONE SPECIMEN TREE TO BE PRESERVED

EXISTING POOL

LEGAL DESCRIPTION

LOT NO. 3
 TRACT B, SECTION 20, TOWNSHIP 34S, RANGE 15E, COUNTY OF ORANGE, FLORIDA

GENERAL NOTES

1. THIS SITE PLAN IS FOR THE PROPOSED CONCEPTUAL DEVELOPMENT PLAN FOR THE PROJECT AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.

2. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPLICABLE AGENCIES.

3. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EASEMENTS FROM THE APPLICABLE ADJACENT PROPERTIES.

4. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES RECORDS FROM THE APPLICABLE UTILITIES COMPANIES.

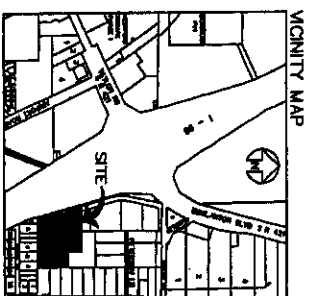
5. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SURVEY DATA FROM THE APPLICABLE SURVEYORS.

SITE DATA

LOT NO. 3
 TRACT B, SECTION 20, TOWNSHIP 34S, RANGE 15E, COUNTY OF ORANGE, FLORIDA
 AREA: 1.25 ACRES
 PERMITS REQUIRED: ZONING, ENVIRONMENTAL, UTILITY

LEGAL DESCRIPTION

LOT NO. 3
 TRACT B, SECTION 20, TOWNSHIP 34S, RANGE 15E, COUNTY OF ORANGE, FLORIDA
 AREA: 1.25 ACRES
 PERMITS REQUIRED: ZONING, ENVIRONMENTAL, UTILITY

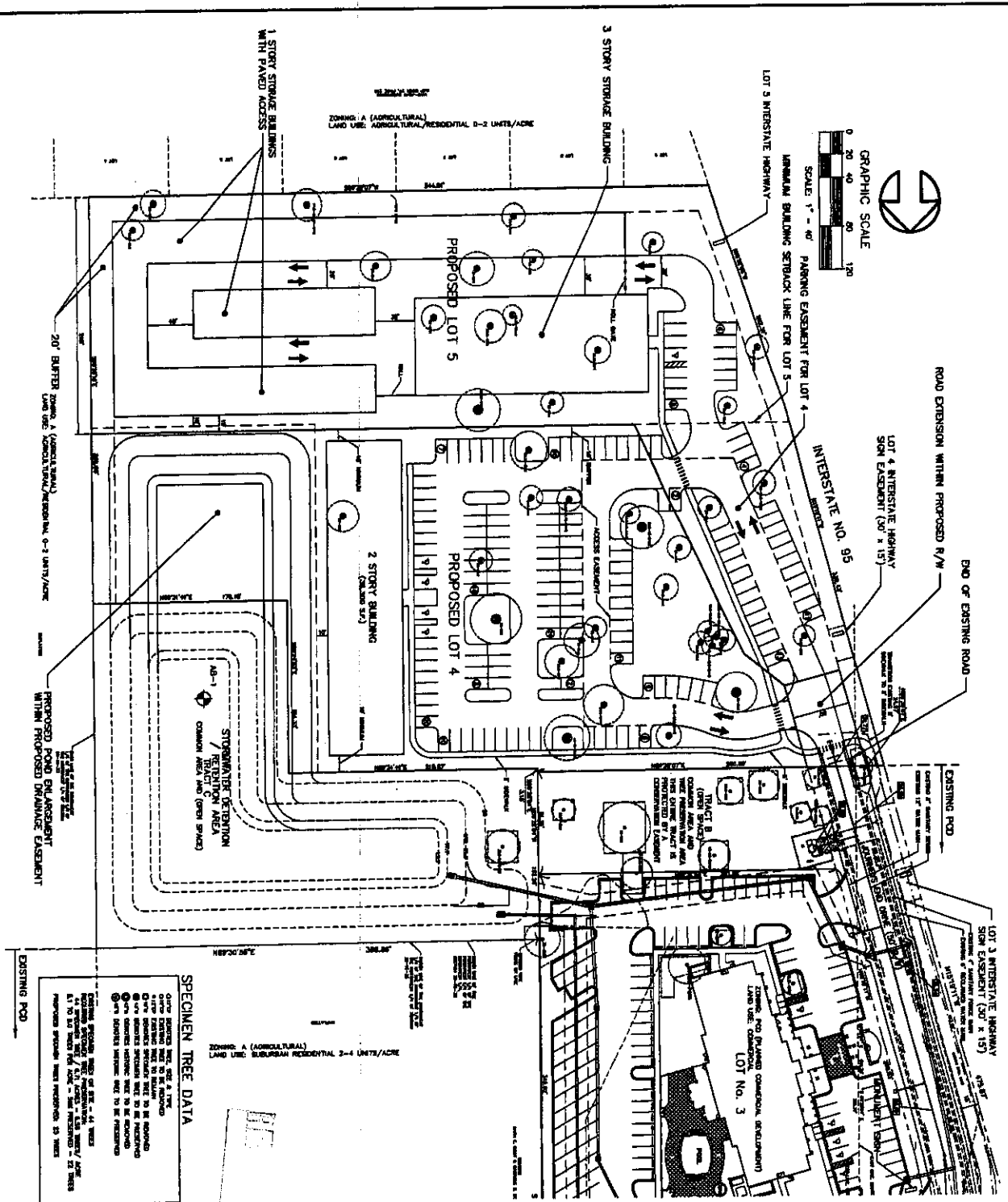


CONCEPTUAL DEVELOPMENT PLAN
 JOURNEYS END PCO
 PORT ORANGE, FLORIDA

DATE: 12-22-04
 SCALE: 1"=40'

MARK DOWST & ASSOCIATES, INC.
 ENGINEERS • PLANNERS • SURVEYORS
 450 N. HALPSA AVENUE, SUITE 200 • DAYTONA BEACH, FLORIDA 32114 • (386) 255-7799
 FAX: (386) 255-7798
 STATE: FLORIDA

NO.	DATE	BY	REVISION
1	05-15-04	MSD	RE-LABELLED ENERGY
2	05-18-04	MSD	REVISED PER CITY COMMENTS



DATE	BY	REVISION
12-22-08	ASD	SCALE
05-18-07	MSD	REVISION FOR CITY COMMENTS
05-19-07	MSD	PC-LABELED ESSENT

LEGAL DESCRIPTION

TRACT B, PARCELS 13-15, LOT 3, TRACT B, PLANNED COMMERCIAL DEVELOPMENT (LAND USE: COMMERCIAL), LOT NO. 3

TRACT B (GREEN SPACE) (GREEN SPACE) (GREEN SPACE)

TRACT B (GREEN SPACE) (GREEN SPACE) (GREEN SPACE)

SITE DATA

AGRICULTURAL/RESIDENTIAL 2-4 UNITS/ACRE

AGRICULTURAL/RESIDENTIAL 2-4 UNITS/ACRE

AGRICULTURAL/RESIDENTIAL 2-4 UNITS/ACRE

GENERAL NOTES

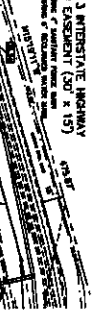
1. THIS SITE PLAN IS PREPARED BY MARK DOWST & ASSOCIATES, INC. ON THE BASIS OF THE INFORMATION PROVIDED BY THE CLIENT AND OTHER SOURCES. THE CLIENT IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED.
2. THIS SITE PLAN IS PREPARED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF PORT ORANGE, FLORIDA. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY AND OTHER AGENCIES.
3. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY AND OTHER AGENCIES.
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25. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY AND OTHER AGENCIES.

SPECIMEN TREE DATA

DATE: FEB 04 2008

PORT ORANGE, FLORIDA

EXHIBIT "C1"



PROJECT NO.	DATE
8078	1

MARK DOWST & ASSOCIATES, INC.
 ENGINEERS • PLANNERS • SURVEYORS
 330 N. HALFAWAY AVENUE, SUITE # 100 • DAYTONA BEACH, FLORIDA 32118 • (386) 238-7000
 FAX: (386) 238-7001
 WWW.MARKDOWST.COM

PREPARED BY: MSD
 DRAWN BY: CSC
 CHECKED BY: ASD
 SCALE: 1"=40'
 DATE: 12-22-08

NO.	DATE	BY	REVISION
1	05-19-07	MSD	PC-LABELED ESSENT
2	05-18-07	MSD	REVISION FOR CITY COMMENTS