



# CITY COUNCIL AGENDA FORM

REQUESTED COUNCIL MEETING DATE: 12/08/2009

**SUBJECT: ORDINANCE APPROVING THE 14<sup>th</sup> AMENDMENT TO THE SOUTHWINDS PUD MASTER DEVELOPMENT & CONCEPTUAL DEVELOPMENT PLAN.  
CASE NO. 09-40000004**

**DEPARTMENT: COMMUNITY DEVELOPMENT**

**RECOMMENDED MOTION:**

Approval of Ordinance No. 2009 *27*, adopting the 14<sup>th</sup> Amendment to the Southwinds PUD Master Development Agreement and Conceptual Development Plan, as recommended by the Planning Commission.

**PLANNING COMMISSION ACTION:**

Recommended approval at the November 19<sup>th</sup>, 2009 regular meeting, 6-0 (Commissioners Parker excused), of the 14<sup>th</sup> Amendment for the Southwinds PUD Master Development Agreement and Conceptual Development Plan, subject to the following condition:

1. City Council approval of the four policy considerations defined in the attached staff report.

If the 14<sup>th</sup> Amendment is approved, it will provide the regulatory framework for the development and establish the permitted uses for a portion of the subject property fronting on Clyde Morris Blvd. Please see the attached staff report for more information regarding the proposed amendment and the four policy considerations.

**ATTACHMENTS:**  Ordinance  Resolution  Budget Resolution

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

**DEPARTMENT HEAD**

Wayne Clark  
Community Development Director

Date *11/28/09*

**CITY ATTORNEY**

Approved as to Form and Legality

Date *11.24.09*

**CITY MANAGER**

Approved Agenda Item For:

*12/8/09*

**COUNCIL ACTION:**

Approved as Recommended

Disapproved

Tabled Indefinitely

Continued to Date Certain

Approved with Modification

*Second Reading - 11/19/10*

ORDINANCE NO. 2009-27

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE 14<sup>TH</sup> AMENDMENT TO THE SOUTHWINDS PLANNED UNIT DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and the Owner/Developer desire to enter into a 14<sup>th</sup> Amendment to the Southwinds Planned Unit Development (P.U.D.) Development Agreement and Conceptual Development Plan; and

WHEREAS, the Owner/Developer submitted a request to the Planning Commission to approve the 14<sup>th</sup> Amendment to the Southwinds Planned Unit Development (P.U.D.) Development Agreement and Conceptual Development Plan; 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 14<sup>th</sup> Amendment to the Southwinds Planned Unit Development (P.U.D.) Development Agreement and Conceptual Development Plan; and

WHEREAS, the City Council has approved by a majority vote of the members present the approval of the 14<sup>th</sup> Amendment to the Southwinds Planned Unit Development (P.U.D.) Development Agreement and Conceptual Development Plan.

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 14<sup>th</sup> Amendment to the Southwinds Planned Unit Development (P.U.D.) Development Agreement and Conceptual Development Plan (attached hereto as Exhibit 1).

Section 2. The Mayor and City Manager are hereby authorized to execute said 14<sup>th</sup> Amendment to the Southwinds Planned Unit Development (P.U.D.) Development Agreement 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 any provision of this ordinance or the application 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\southwinds pud mda.wpdMTR 11.24.2009



## **STAFF REPORT**

**CASE NO. 09-4000004**

**14<sup>th</sup> Amendment to the Southwinds PUD**

Parker Mynchenberg, applicant

East side of Clyde Morris Blvd., north of Southwinds Blvd.

November 13, 2009

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### **INTRODUCTION**

Parker Mynchenberg of Parker Mynchenberg & Associates, applicant, on behalf of E.V. Lacour, managing member of Southwinds Villas-LAC-LLC, owner/developer, requests approval of the 14th Amendment to the Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the Southwinds Planned Unit Development (PUD). If the request is approved, the amendment will provide the regulatory framework for the development of a portion of the subject property fronting on Clyde Morris Blvd. The subject property is located on the east side of Clyde Morris Boulevard, north of Southwinds Boulevard (Exhibit "A").

### **OVERVIEW**

The property is currently vacant. On the north end is an existing stormwater pond that serves as a retention facility for the Southwinds residential subdivision. There are also two wellheads located on the north end, which are part of the City's Eastern Well Field.

The future land use designation of the property is *Office/Residential Transition*, which will support the proposed amendment. The surrounding land uses and zoning designations are depicted graphically on the maps attached to this report (Exhibit "A").

### **BACKGROUND**

Staff has reviewed the proposed amendment to the MDA and CDP. Since the initial review, Staff has been able to work with the applicant to resolve all of the outstanding technical items and concerns. The amendment is now ready for consideration by the Planning Commission and City Council. Four policy questions remain to be decided which are presented in later sections of this report.

### **DISCUSSION**

The purpose of a PUD is to provide a flexible approach for unique and innovative land development proposals, which would otherwise not be permitted by the Land Development Code (LDC). A PUD constitutes a zoning document for the property, establishing permitted uses and certain development requirements. It does not grant approval of any specific development itself, but rather establishes parameters for how the property must be developed. The flexibility from the

standard code requirements is offered with the goal of creating a better quality project with greater benefits for the public and the developer.

### **DEVELOPMENT PROPOSAL**

This section of the report describes the development proposal along with the flexibility from standard code requirements being requested by the developer and the proposed benefits being offered. The significant aspects of the proposal are discussed below.

### Phasing

The subject property will be developed in two phases (see Figure 1):

- Phase 1 (area outlined in black)- Located at the south end of the site, to be developed initially.
- Phase II – Located north of Phase I, to be developed in the future.

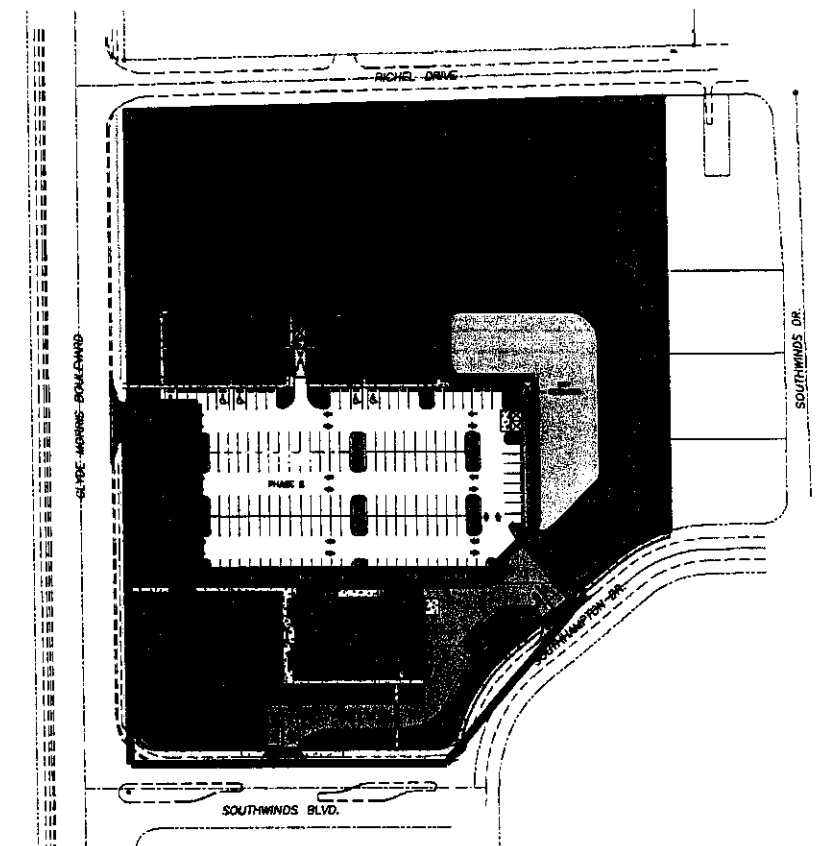


Figure 1. Phasing Plan

### Sidewalks

The 5' sidewalks along Clyde Morris Boulevard and Southwinds Boulevard will remain and the developer will be installing an additional 5' sidewalk along Southhampton Drive. The developer is requesting the LDC requirement to install a 4' sidewalk along Richel Road be waived. Staff supports this request, because the sidewalk would encroach into the City's well field easements and provide an unsecured and unwanted access to two wellheads.

### Buffering/Screening:

The proposed development will comply with the landscape requirements of the City's LDC, with three exceptions specified in the MDA.

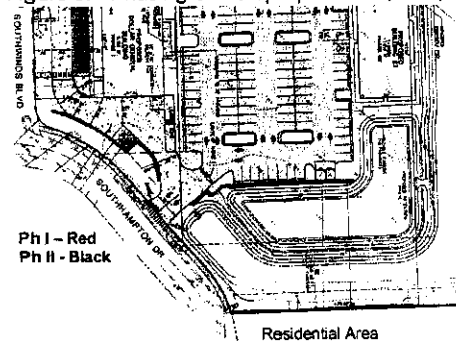
#### Living Wall

The LDC requires a six-foot opaque fence or wall between the existing single-family dwellings and the proposed development. The applicant is requesting that a "living wall", which will consist of a dense hedge, be an option that could be used to satisfy this requirement (Figure 2). The amendment requires that the hedge be 6' in height and provide sufficient screening at the time of planting. The Owner/Developer or the Condominium Association will be responsible for the maintenance of the 6' living wall, including replacement as necessary.

Figure 2. - Example of a Living Wall



Figure 3. - Phasing of the opaque fence, wall, or living wall



The opaque fence, wall, or living wall will be constructed along the rear (east side) of the property (see Figure 3). The southern segment (red) will be installed with phase 1 and the northern segment (black) will be installed with development of phase 2.

#### Maximum Vegetation Removal

The LDC requires that a minimum of 65 percent of any landscape buffer over ten feet in width be set aside for the preservation of existing trees. The applicant is seeking to waive this requirement for the 20' landscape buffer along Clyde Morris Boulevard. The applicant is requesting to waive this requirement due to the poor quality of existing trees within this area. The existing trees have been damaged by fire and wind and have been deemed poor quality and hazardous. The developer has proposed to remove the existing damaged trees and replant the buffer according to the requirements of the LDC.

#### Area Tree Protection Requirements

The LDC requires fifteen percent of the square footage of any development be designated for the protection of existing trees. The applicant is requesting that the area tree protection requirement for the subject property be reduced to six percent to allow the removal of damaged trees. The deficiency in the tree protection area would not occur until Phase II is developed. The majority of the trees are pines and have fire and wind

damaged and have been deemed poor quality. The developer has proposed to remove the existing damaged trees and replant trees according to the requirements of the LDC, which is one tree for every 2,500 square feet of lot area.

#### Parking/Project Access

Per the LDC, the general parking areas for the proposed development are shown on the CDP. The applicant has also elected to lay out the parking lot in order to gauge the size of the parking area needed. Vehicles will enter and exit the property via Clyde Morris Boulevard and Southwinds Boulevard.

#### Architecture:

As described in the amendment, the architectural style of the building and accessory structures will be designed with elements of the Florida Vernacular architectural style. A formal review of the architectural design will occur with the site plan.

#### Stormwater Retention:

The stormwater drainage infrastructure for this project will be a retention pond. The stormwater drainage design will be reviewed with the submittal with the final site plan. Per the City's LDC, the applicant will be required to construct on-site stormwater facilities, designed to accommodate and treat the 25-year, 24-hour storm event, without causing flooding to adjacent properties or polluting the receiving water bodies. The anticipated size and location is shown on the CDP.

#### Permitted Uses:

The amendment permits general office uses, medical/health uses, and a select amount of commercial uses. The list of the permitted uses is on page 2 of the amendment. To be consistent with the future land use designation in place, *Office/Residential Transition*, only 25% of the gross leaseable square footage area can be occupied with commercial uses. To ensure that this requirement is being met, language has been added to the amendment that a maximum of 25% of the proposed gross leaseable area may be used for commercial purposes.

#### **CONSISTENCY WITH COMPREHENSIVE PLAN – 98' UPDATE**

The subject property has a Future Land Use Designation of *Office/Residential Transition* and is intended to provide a transition between areas of high and low intensity uses. It also provides for an appropriate mix of uses along arterial roadways as a means to confine intensive commercial uses to nodes at major intersections. The permitted uses listed in the proposed amendment are consistent with the intent of the City's *Office/Residential Transition* future land use designation.



### **OUTSTANDING TECHNICAL COMMENTS**

The Staff Development Review Committee (SDRC) has reviewed this project and the applicant has addressed all of staff's technical comments.

### **SUMMARY OF THE POLICY ISSUES**

As part of its review of the amendment proposal, the Planning Commission and City Council will need to consider the following policy requests:

- a) Waive the requirement to install a 4' sidewalk along Richel Road;
- b) Allow a 6' living wall as an option to address the screening requirement along the eastern property line;
- c) Reduce the area tree protection requirement to 6%.
- d) Waive the requirement to preserve 65% of the existing trees within the Clyde Morris Blvd. landscape buffer.

### **PUBLIC BENEFITS (APPLICANT'S PROPOSAL)**

Additionally, the applicant is offering to provide irrigation to the existing two landscaped islands located within the Southwinds Boulevard right-of-way. By providing irrigation to these islands, they will be able to support proper landscaping as an enhancement to the right-of-way and entrance to the Southwinds subdivision and the commercial property on either side of Southwinds Boulevard.

### **RECOMMENDATION**

Based on Staff's review of the proposed amendment, Staff recommends **approval** of the 14th Amendment to the Southwinds PUD, subject to the following:

1. City Council approval of the four policy items, and
2. Review and approval by the City Attorney's Office for the legal form and content.

Case No: 09-40000004

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City of Port Orange Department of Community Development

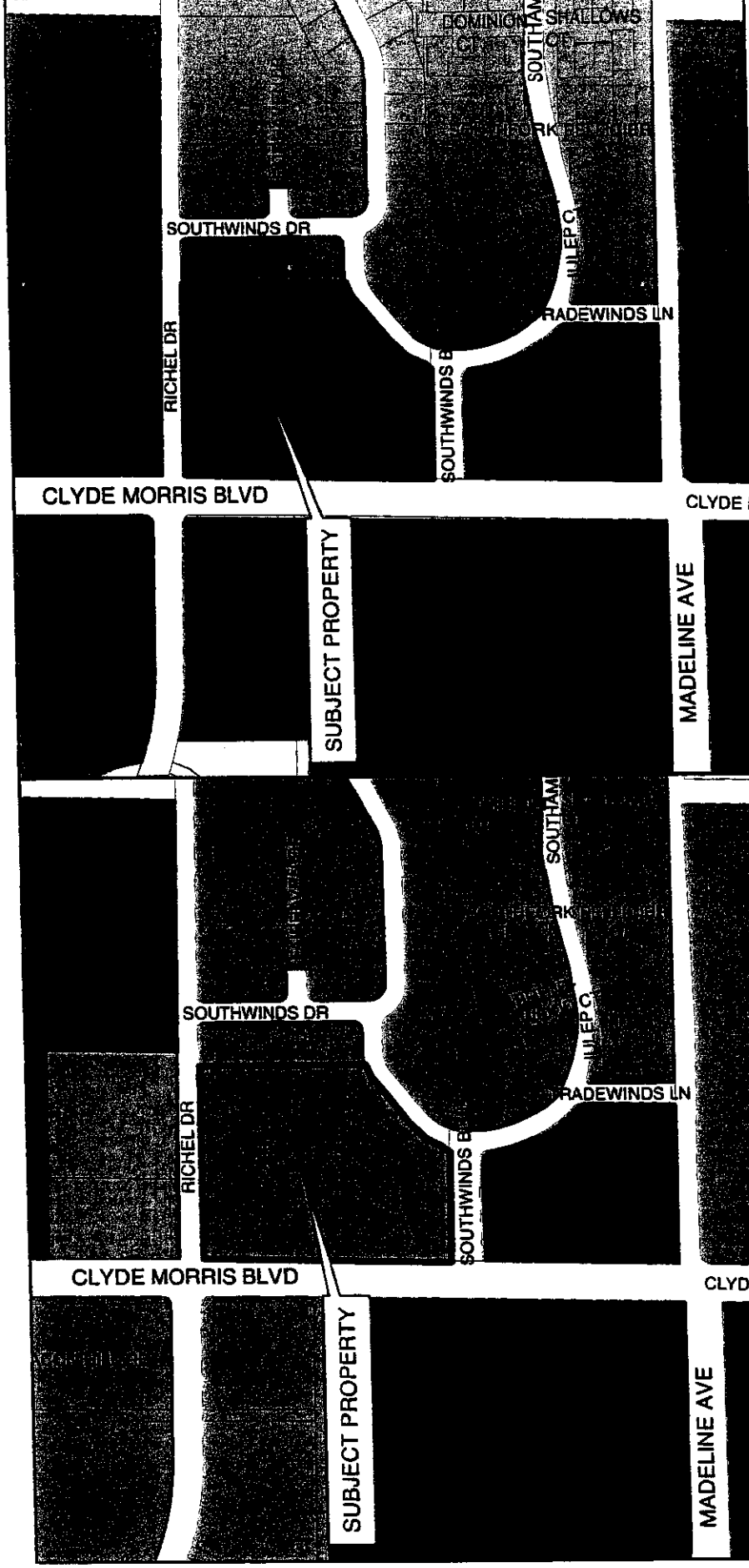
(386) 506-5600

PLANNING COMMISSION DATE:

November 19, 2009

CITY COUNCIL DATE:

December 8, 2009



SUBJECT PROPERTY

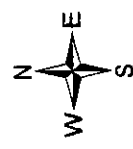
SUBJECT PROPERTY

**Surrounding FLU**

- Suburban Residential 2-4 Units/Acre
- Urban Low Density Residential 4-8 Units/Acre
- Urban High Density Residential 8-16 Units/Acre
- Office/Residential Transition
- Commercial

**Surrounding Zoning**

- R-3M Multi-Family Residential
- PUD Planned Unit Development
- PCD Planned Commercial Development
- PO Professional Office



CASE NO. 09-40000004



**EXHIBIT "A"**  
**DEPARTMENT OF COMMUNITY DEVELOPMENT**

**REVISED**

**STATE OF FLORIDA**

**COUNTY OF VOLUSIA**

**FOURTEENTH AMENDMENT TO SOUTHWINDS  
PLANNED UNIT DEVELOPMENT (P.U.D.)  
DEVELOPMENT AGREEMENT**

THIS FOURTEENTH AMENDMENT TO SOUTHWINDS PLANNED UNIT DEVELOPMENT (P.U.D.) DEVELOPMENT AGREEMENT (this "Fourteenth Amendment") is entered into by and between the City of Port Orange, a Florida municipal corporation (the "City"), Southwind Villas-LAC, LLC a Florida Limited Liability Company, (the "Owner/Developer"), and Southwinds Homeowners Association, Inc., a Florida not for profit corporation (HOA), and constitutes the fourteenth amendment to the Southwinds Planned Unit Development Agreement.

WHEREAS, the City approved the Southwinds Planned Unit Development Agreement recorded December 14, 1981, in the Official Records Book 2317, Pages 1791-1814, Public Records of Volusia County, Florida and lastly amended by the Thirteenth Amendment, recorded September 3, 2009 in Official Records Book 6392, Page 4370, Public Records of Volusia County.

WHEREAS, the Owner/Developer is the contract purchaser of Parcel B, as described on the attached Exhibit "A".

WHEREAS, the Owner/Developer wishes to develop Parcel B, Southwinds Trails Subdivision, as recorded in Map Book 43, Pages 93 through 95, Public Records of Volusia County, Florida as more particularly described on the attached Exhibit "A", in accordance with the future land use designation of Office/Residential Transition ("ORT"), and the Conceptual Development Plan, attached hereto as Exhibit "B".

WHEREAS, the proposed changes are consistent with the City of Port Orange Comprehensive Plan and Land Development Code.

WHEREAS, the parties to this Agreement understand and agree that Jeffrey Rundall, acting as President of Southwinds Home Owners' Association, Inc., as signatory to this Agreement, represents only the interests of the Southwinds Home Owners' Association, Inc. in Parcels A and B of Southwinds Trails, Unit 1, and does not represent any other Southwinds Trails Unit 1 land owners, or other persons or entities.

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

1. The premises set forth above are true, correct and form a material part of this Fourteenth Amendment.

2. This Fourteenth Amendment to the PUD Agreement shall apply only to that property described in Exhibit "A", attached hereto and by reference made a part hereof. The property described in Exhibit "A" shall be referred herein as the "Subject Property".

3. This Fourteenth Amendment to the PUD Development Agreement, as previously amended and all applicable City ordinances, resolutions, and regulations in effect at the time of development of the Subject Property shall govern the development unless they are in conflict with the terms and provisions of this Amendment. In that event, this Amendment shall control. In case of any conflict between the terms of this Fourteenth Amendment and the exhibits to or terms contained in the PUD Agreement as amended, the terms and exhibits contained in this Fourteenth Amendment shall control. The Owner agrees to be bound by all other applicable City ordinances, resolutions, and regulations that are not in conflict with or contrary to the terms and exhibits of this Fourteenth Amendment or the PUD Agreement as amended.

4. The Subject Property shall be developed for uses permitted in the PUD Development Agreement as amended, and shall expressly include all uses defined in Professional Office zoning and any future zoning changes consistent with the City's comprehensive plan as follows:

**Permitted Uses:**

**Retail Uses\***

Antennas  
Business Services  
Camouflaged and Monopole Communications Towers  
Financial Services  
Fleet Based Services  
Funeral homes (freestanding uses only)  
Medical Office/Clinics  
Offices  
Veterinary Clinics  
Xerographic and offset printing

**Permitted Uses with special development requirements\* (See Chapter 18, section 4 of the City's Land Development Code)**

Assisted living facilities (subsection 1.5)  
Banks\* (subsection 3)  
Child Care Centers (subsection 4)  
Health/Exercise Clubs\* (subsection 6)  
Nursing Homes (subsection 1.5)  
Office Supplies (subsection 11)  
Office/Warehouse facilities (subsection 12)  
Personal Services\* (subsection 13)  
Restaurants – Type "A" ("non-drive-through" service)\* (subsection 15)

**Special Exception Uses: (See Chapter 18, section 2 & 3 of the City's Land Development Code)**

Guyed and Lattice Communication Towers  
Houses of Worship (subsection 9)  
Private Schools (subsection 16)

*\*Per the Office/residential Transition Future Land Use designation for the subject property, only one quarter (25%) of the gross leasable area within this development may be used for personal, business and financial services, including convenience stores, banks, and non-drive through restaurants as defined by the LDC, and used in conformity with the PUD Development Agreement, as amended, and as further amended by the conceptual development plan, prepared by Parker Mynchenberg & Associates, Inc., dated October 08, 2009, a copy of which is attached hereto and by reference made a part of this Fourteenth Amendment as Exhibit "B".*

Subject Property is intended to be developed for the condominium form of ownership and management. Owner/Developer shall establish a condominium association to provide for maintenance of all common areas facilities and to enforce the specific restrictions and covenants applicable to those common amenities within the subject property.

Development of the Subject Property shall be in accordance with the uses; maximum building square footage and parking requirements as shown on the Conceptual Development Plan prepared by Parker Mynchenberg & Associates, Inc., dated November 9, 2009, and attached hereto and by reference made a part of this Fourteenth Amendment as Exhibit "B". An administrative official of the City of Port Orange Community Development Department may approve minor adjustments to the location/footprint of the buildings.

It is acknowledged by all parties hereto that approval of this Fourteenth Amendment, and the exhibits attached hereto, does not constitute final site plan approval.

5. Allowable Range for the total gross floor area per the underlying Future Land Use Designation (Office Residential Transition):

- Residential 16.0 units/acre (as part of mixed-use development) 0% - 25%
- Office/Institutional/Medical 75% - 100%
- Commercial (as part of office only) 0% - 25%

Proposed Development: Total Gross Floor Area Proposed = 36,400 SF

- Office/Institutional/Medical 75% - 100%
- Commercial (as part of office only) 0% - 25%

6. Architectural Standards. The Subject Property, including principal and accessory structures shall be developed according to the requirements of Chapter 14 of the Port Orange Land Development Code. All structures shall be designed with full architectural treatment in view of the street or adjoining properties. Façade treatments or windows shall be required on any side visible from an adjacent public right of way, and on the side on which the main building entrance is located. Architecturally compatible gutters and down spouts may be incorporated. Furthermore, the architectural style of all structures on the Subject Property shall be Florida vernacular.

Florida vernacular styles of architecture are as follows: Cracker, Caribbean, Mediterranean Revival, and Modern, attached hereto as Exhibit "D", Architectural Style.

7. Dimensional Requirements:

- a. Minimum open space = 30%
- b. Minimum Lot Area/ = 10,000 SF
- c. Minimum Lot Width = 115'
- d. Maximum Bldg Coverage = 30%

Set Backs:

- a. Front = to the Landscape Buffer
- b. Side\* = 10'
- c. Rear\* = 25'
- d. Maximum Building Height = 35'

\*Commercial building setbacks adjoining residential zoning shall be equal to or greater than bldg. height.

8. Fencing. A 6' opaque fence, 6' masonry wall, or 6' living wall as shown on attached Exhibit "B". The living wall is required to be at least 6' in height and sufficient in density and maturity at the time of planting to provide opaque screening. The Owner/Developer or the Condominium Association will be responsible for the maintenance of the 6' opaque fence or living wall, including replacement as necessary.

9. Phasing. The Subject Property will be developed in two phases, per attached Exhibit "C". Development of Phase I shall commence within two (2) years from the date of execution of this Fourteenth Amendment and Phase II shall be completed within fifteen (15) years from the date of execution. Failure to comply with the schedule set out above shall cause this Fourteenth Amendment to lapse unless the schedule is modified by mutual agreement of the Owner and the City. In the event Phase II is cleared and building does not commence within three (3) months from the date clearing ends the following will be provided: a) Native landscaping along the north and east perimeter of cleared area or re-shaped bank of existing pond and/or ditch consisting of a mix of shade trees, understory trees and shrubs to meet or exceed a type 3 landscape buffer and b) The 6' opaque fence, 6' masonry wall, or 6' living wall shall be extended to the northern limit shown on the CDP.

10. Landscaping and Maintenance. Maintenance and any associated electric or water cost of the irrigation system, landscaping, all common areas/common elements, and utilities to be maintained by Condominium Association. Developer/Owner agrees to clean up existing debris, excess soil, rocks, and overgrown plant material, provide irrigation water source, irrigation system components and drought tolerant groundcover to the existing two (2) Landscape Islands located at Southwinds Blvd. and Clyde Morris Blvd. at time of Phase I development.

11. Sidewalks. The requirement for a 4' sidewalk along Richel Road will be waived so as not to encroach upon the well field protection zones. A 5' sidewalk will be installed along South Hampton Blvd as shown on the CDP, see attached Exhibit "B".

12. Project Buffers and Environmental Considerations. The perimeter buffers shall be as shown on the Conceptual Development Plan. Existing vegetation within buffers not designated as tree conservation may be removed and replaced with new plant material to comply with the City's buffering requirements. Both during and after construction, the Developer will use reasonable efforts to preserve trees and natural vegetation within the Property and maximize protection of natural drainage pathways. The majority of existing pines concentrated along the southern half of the Property are in poor condition caused by wind and fire damage. The area tree protection requirements for the PUD shall be six percent of the square footage of the development instead of the minimum fifteen percent required by code to allow removal and replacement of damaged trees. 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 Fish and Wildlife Conservation Commission (FFWCC) concerning gopher tortoises.

13. Easements. Owner/Developer intends to apply to the City of Port Orange to vacate the platted "Conservation Easements" as set forth in the Plat of Southwinds Trails, Unit 1 Map Book 43, Page 93 through 95, Public Records of Volusia County, Florida within the Subject Property; and upon approval the Owner/Developer will grant to the City one or more on-site tree conservation easements of equal or greater square footage as the above referenced vacated conservation easements. The replacement tree conservation easements will be subordinated to the rights, uses, and purpose of the existing Well Field and Well Site easements as forth in the plat of Southwinds Trails, Unit 1, Map Book 43, Page 93 through 95, and Agreement for Easement Deed as set forth in Book 2144, Page 1313-1319, PRVCF. Conservation easements as referenced above do not include the well field areas, and the City's well field protection zones shall not be encroached upon, pursuant to LDC Chapter 9, Article V.

14. This Fourteenth Amendment shall be recorded in the Public Records of Volusia County Florida. Exhibits are on file with the City Clerk for the City of Port Orange and are available for review upon request. The provisions of the Fourteenth Amendment shall inure to the benefit of the parties hereto and the Subject Property, and shall be binding upon any person, firm or corporation that may become a subsequent owner, successor in interest or assign, directly or indirectly, of the Subject Property or any portion thereof.

15. In the event of any claim, action, litigation, or proceeding under this Fourteenth Amendment, venue shall be in Volusia County, Florida and no other location, and the prevailing party shall be entitled to an award of reasonable attorney's fees and costs.

16. If any provision of the Fourteenth Amendment is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity or enforceability of any other provision of this Fourteenth Amendment.

17. This Fourteenth Amendment and all other terms and provisions of the PUD Development Agreement, as amended shall represent the complete understanding by and between the parties with respect to the development of the Subject Property. All other terms and provisions of the PUD Agreement, as amended, shall remain in full force and effect to the extent not otherwise modified by, or in conflict with, this Fourteenth Amendment.

**IN WITNESS WHEREOF**, the parties have accepted this Fourteenth Amendment, by and through their duly authorized representatives, on the dates indicated below.

WITNESS:

**CITY OF PORT ORANGE**  
**a Florida Municipal Corporation**

\_\_\_\_\_  
Name: \_\_\_\_\_

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

\_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

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

\_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESS:

**SOUTHWIND VILLAS LAC – LLC,**  
**a Florida Limited Liability Company**

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Ernest V. LaCour, Manager

\_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESS:

**Southwinds HOA, Inc.**  
**a Florida not for Profit Corporation**

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Jeffrey Rundall, President

\_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_



**STATE OF FLORIDA**

**COUNTY OF VOLUSIA**

The forgoing instrument as acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2009, by Allen Green, Mayor and Kenneth W. Parker, City Manager of the City of Port Orange, a, Florida Municipality, on behalf of the City. They are personally known to me or have produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida at Large  
Commission No. \_\_\_\_\_

**STATE OF FLORIDA**

**COUNTY OF VOLUSIA**

The forgoing instrument as acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2009, by Ernest V. LaCour, Managing Member for Southwind Villas LAC-LLC, a Florida Limited Liability Company. He is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida at Large  
Commission No. \_\_\_\_\_

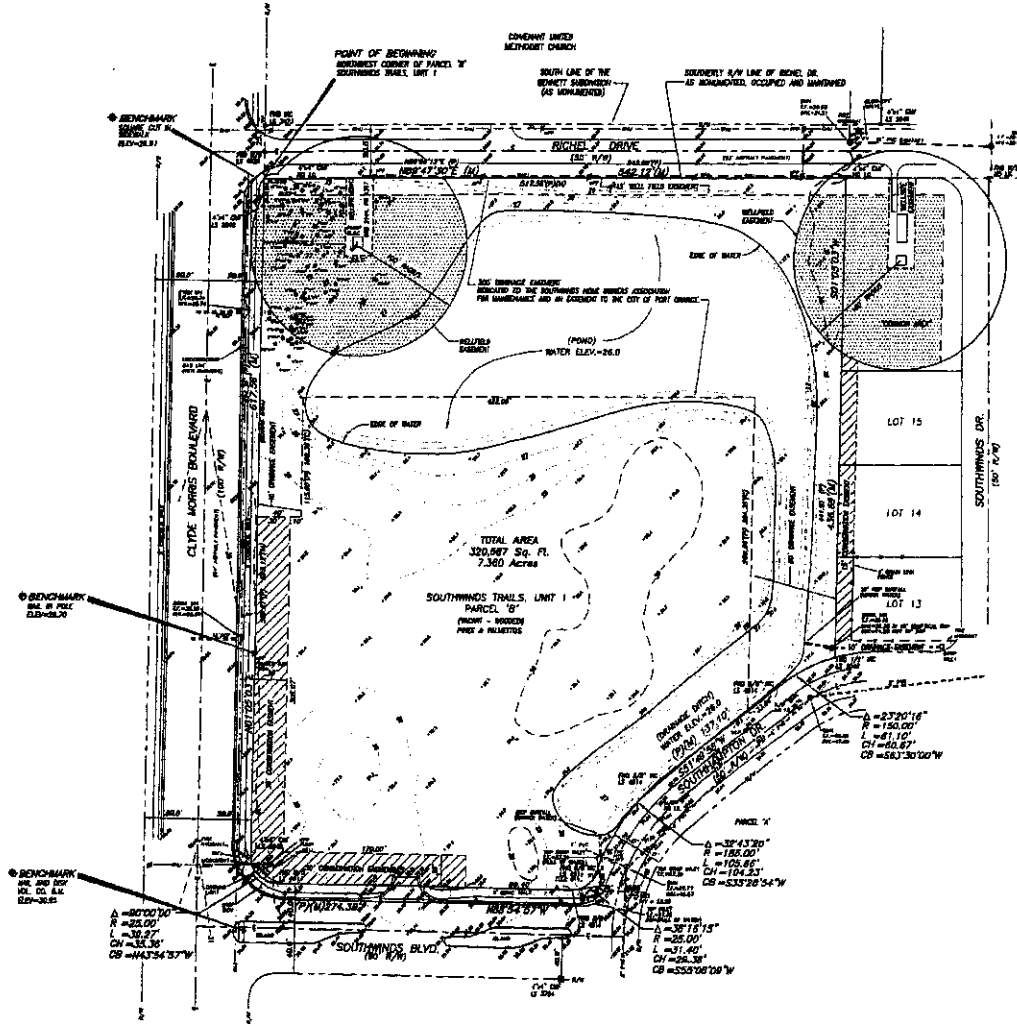
**STATE OF FLORIDA**

**COUNTY OF VOLUSIA**

The forgoing instrument as acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2009, by Jeffrey Rundell, President of Southwinds Homeowners Association, Inc. a Florida not for Profit Corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida at Large  
Commission No. \_\_\_\_\_

# EXHIBIT "A" SUBJECT PROPERTY



**EXHIBIT "A"**  
**SUBJECT PROPERTY – LEGAL DESCRIPTION**

**LEGAL DESCRIPTION: PARCEL 'B', SOUTHWINDS TRAIL UNIT 1**

**PARCEL 'B', SOUTHWINDS TRAILS, UNIT 1, AS RECORDED IN ,MAP BOOK 43, PAGES 93 THROUGH 95. SAID PARCEL 'B' BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF RICHEL DRIVE (A 50' R/W) WITH THE EASTERLY RIGHT-OF-WAY LINE OF CLYDE MORRIS BLVD. (A 100' R/W) THE SAME BEING THE NORTHWEST CORNER OF PARCEL 'B', SOUTHWINDS TRAIL, UNIT 1; THENCE ALONG SAID SOUTHERLY LINE OF RICHEL DRIVE, N89°47'30"E, A DISTANCE OF 542.12 FEET; THENCE DEPARTING SAID SOUTHERLY LINE, S01°05'03"E, A DISTANCE OF 436.69 FEET TO A POINT IN THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHAMPTON DRIVE (A 50' R/W) AND TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET; THENCE ALONG SAID NORTHERLY LINE AND ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 23°20'16" FOR AN ARC LENGTH OF 61.10 FEET, HAVING A CHORD BEARING S63°30'00"W FOR A CHORD DISTANCE OF 60.67 FEET; THENCE S51°49'58"W, A DISTANCE OF 137.10 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 185.00 FEET; THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 32°43'20" FOR AN ARC LENGTH OF 105.66 FEET HAVING A CHORD BEARING S35°28'54"W" FOR A CHORD DISTANCE OF 104.23 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 71°58'25" FOR AN ARC LENGTH OF 31.40 FEET AND HAVING A CHORD BEARING S55°06'09"W FOR A CHORD DISTANCE OF 29.38 FEET TO A POINT IN THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHWINDS BLVD. (AN 80' R/W); THENCE ALONG SAID NORTHERLY LINE, S88°54'57"W, A DISTANCE OF 274.39 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00" FOR AN ARC LENGTH OF 39.27 FEET HAVING A CHORD BEARING N43°54'57"W FOR A CHORD DISTANCE OF 35.36 FEET TO A POINT IN THE EASTERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED CLYDE MORRIS BLVD.; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, N01°05'03"E FOR A DISTANCE OF 617.56 FEET TO THE POINT OF BEGINNING.**

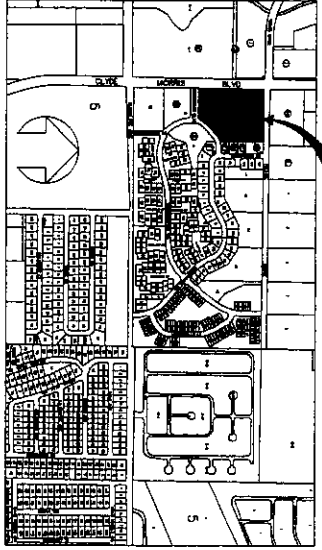
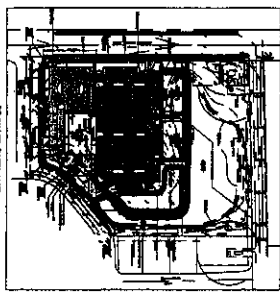
**THE ABOVE DESCRIBED PARCEL OF LAND CONTAINING 320,587 SQUARE FEET OR 7.360 ACRES, MORE OR LESS.**

**SAID HEREIN DESCRIBED PARCEL 'B' IS SUBJECT TO A WELLFIELD EASEMENT AS RECORDED IN O.R.B. 2144, PAGES 1317 THROUGH 1319, A 30' CONSERVATION EASEMENT, A 200' DRAINAGE EASEMENT, A 40' DRAINAGE EASEMENT AND AN 80' DRAINAGE EASEMENT AS SHOWN ON PLAT RECORDED IN MAP BOOK 43, PAGES 93 THROUGH 95, PUBLIC RECORDS VOLUSIA COUNTY, FLORIDA.**

# SOUTHWINDS PUD PORT ORANGE, FLORIDA CONCEPTUAL DEVELOPMENT PLAN

**ADDITIONAL SHEETLIST (INDEX)**  
(FROM 10-17 OF PROJECT DOCUMENTS)

| NO. | DATE     | DESCRIPTION                 | BY |
|-----|----------|-----------------------------|----|
| 1   | 10-17-09 | CONCEPTUAL DEVELOPMENT PLAN | JD |
| 2   | 10-17-09 | CONCEPTUAL DEVELOPMENT PLAN | JD |
| 3   | 10-17-09 | CONCEPTUAL DEVELOPMENT PLAN | JD |
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| 99  | 10-17-09 | CONCEPTUAL DEVELOPMENT PLAN | JD |
| 100 | 10-17-09 | CONCEPTUAL DEVELOPMENT PLAN | JD |



**INDEX TO DRAWINGS**

| SHEET NO. | DESCRIPTION                         |
|-----------|-------------------------------------|
| 1         | COVER SHEET                         |
| 2         | CONCEPTUAL DEVELOPMENT PLAN         |
| 3         | CONCEPTUAL PARKING AND UTILITY PLAN |

**PARKER MYNCHENBERG & ASSOCIATES, INC.**  
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**NOTES:**  
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.  
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 3. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.  
 4. ALL DIMENSIONS ARE TO SURFACE UNLESS OTHERWISE NOTED.  
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 6. ALL DIMENSIONS ARE TO CENTERLINE OF ROAD UNLESS OTHERWISE NOTED.  
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 9. ALL DIMENSIONS ARE TO CENTERLINE OF DITCH UNLESS OTHERWISE NOTED.  
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 21. ALL DIMENSIONS ARE TO CENTERLINE OF ELEVATOR UNLESS OTHERWISE NOTED.  
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 23. ALL DIMENSIONS ARE TO CENTERLINE OF FIRE ESCAPE UNLESS OTHERWISE NOTED.  
 24. ALL DIMENSIONS ARE TO CENTERLINE OF STAIRWELL UNLESS OTHERWISE NOTED.  
 25. ALL DIMENSIONS ARE TO CENTERLINE OF ELEVATOR SHAFT UNLESS OTHERWISE NOTED.  
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 40. ALL DIMENSIONS ARE TO CENTERLINE OF ELEVATOR UNLESS OTHERWISE NOTED.

**EXHIBIT 'B'**

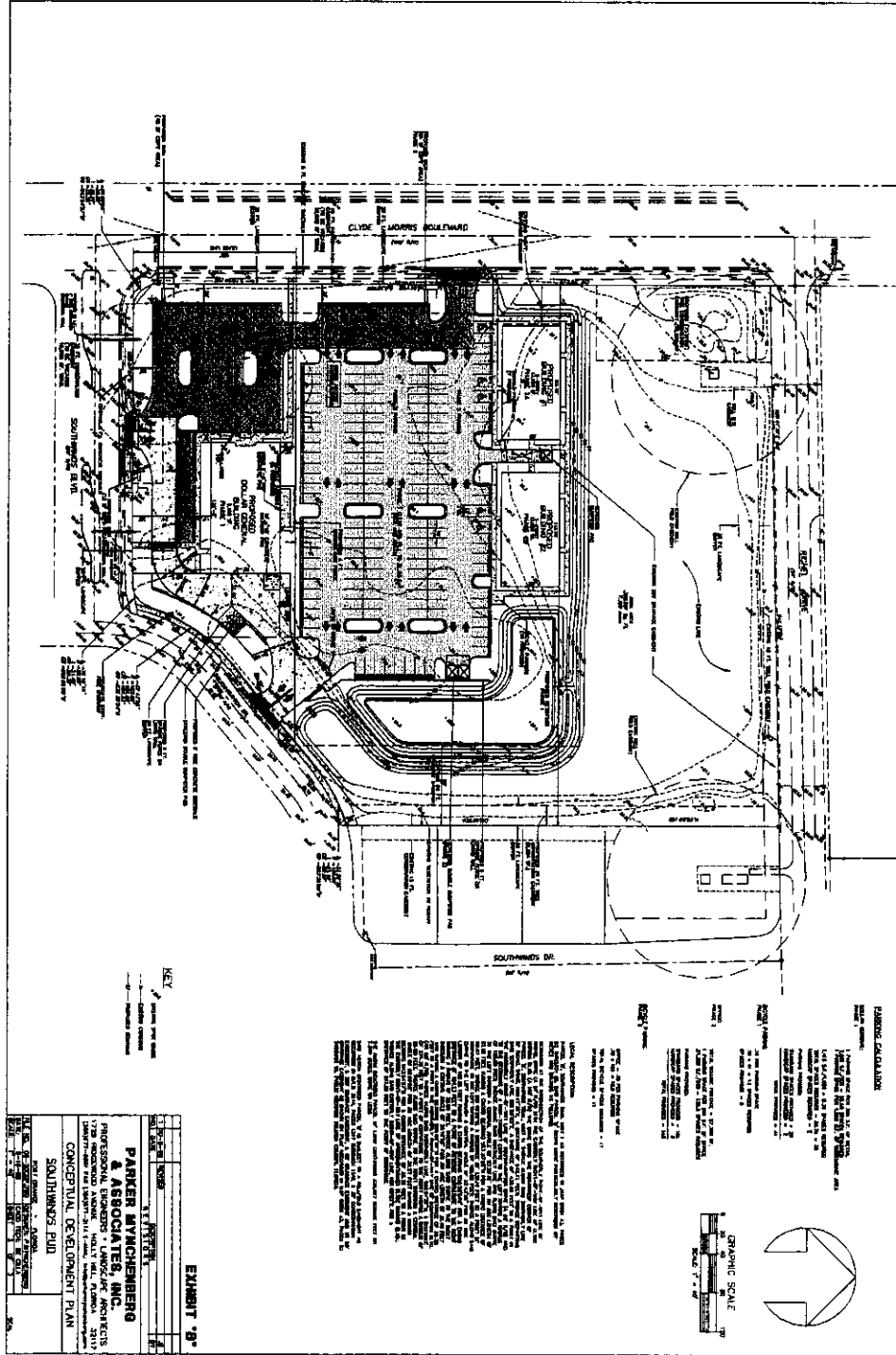
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| 1   | 10-8-09 | REVIS       | JD |

**EXHIBIT 'B'**

| NO.                         | DATE       | DESCRIPTION | BY             |
|-----------------------------|------------|-------------|----------------|
| 1                           | 10-8-09    | REVIS       | JD             |
| REVISIONS                   |            |             |                |
| COVER SHEET                 |            |             |                |
| SOUTHWINDS PUD              |            |             |                |
| CONCEPTUAL DEVELOPMENT PLAN |            |             |                |
| PORT ORANGE * FLORIDA       |            |             |                |
| FILE NO.                    | 09-20PUDCS | DESIGNER:   | P. MYNCHENBERG |
| DATE:                       | 09-16-09   | CADD TECH:  | DE CILLA       |
| SCALE:                      | NOTED      | SHEET       | 1 OF 3         |

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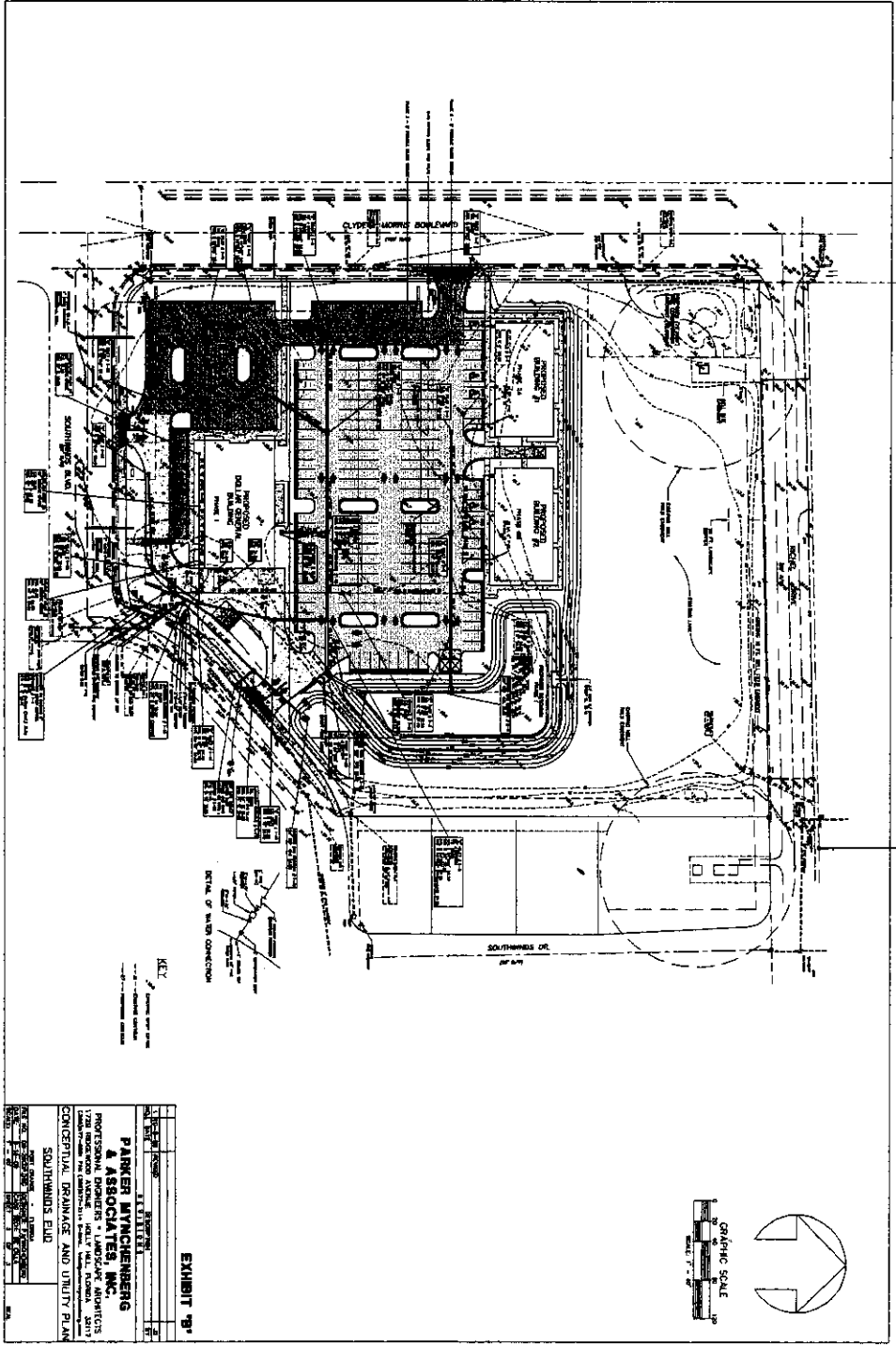
**EXHIBIT 'B'**

**CONCEPTUAL DEVELOPMENT PLAN**  
 SOUTHWINDS PUD

**EXHIBIT 'B'**

| NO.                         | DATE         | DESCRIPTION | JD BY          |
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| 1                           | 10-8-09      | REVISED     |                |
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| CONCETUAL DEVELOPMENT PLAN  |              |             |                |
| SOUTHWINDS PUD              |              |             |                |
| CONCEPTUAL DEVELOPMENT PLAN |              |             |                |
| PORT ORANGE * FLORIDA       |              |             |                |
| FILE NO.                    | 09-20CDP.DWG | DESIGNER:   | P. MYNCHENBERG |
| DATE:                       | 09-16-09     | CADD TECH:  | DE CILLA       |
| SCALE:                      | 1"=40'       | SHEET       | 2 OF 3         |

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**EXHIBIT 'B'**

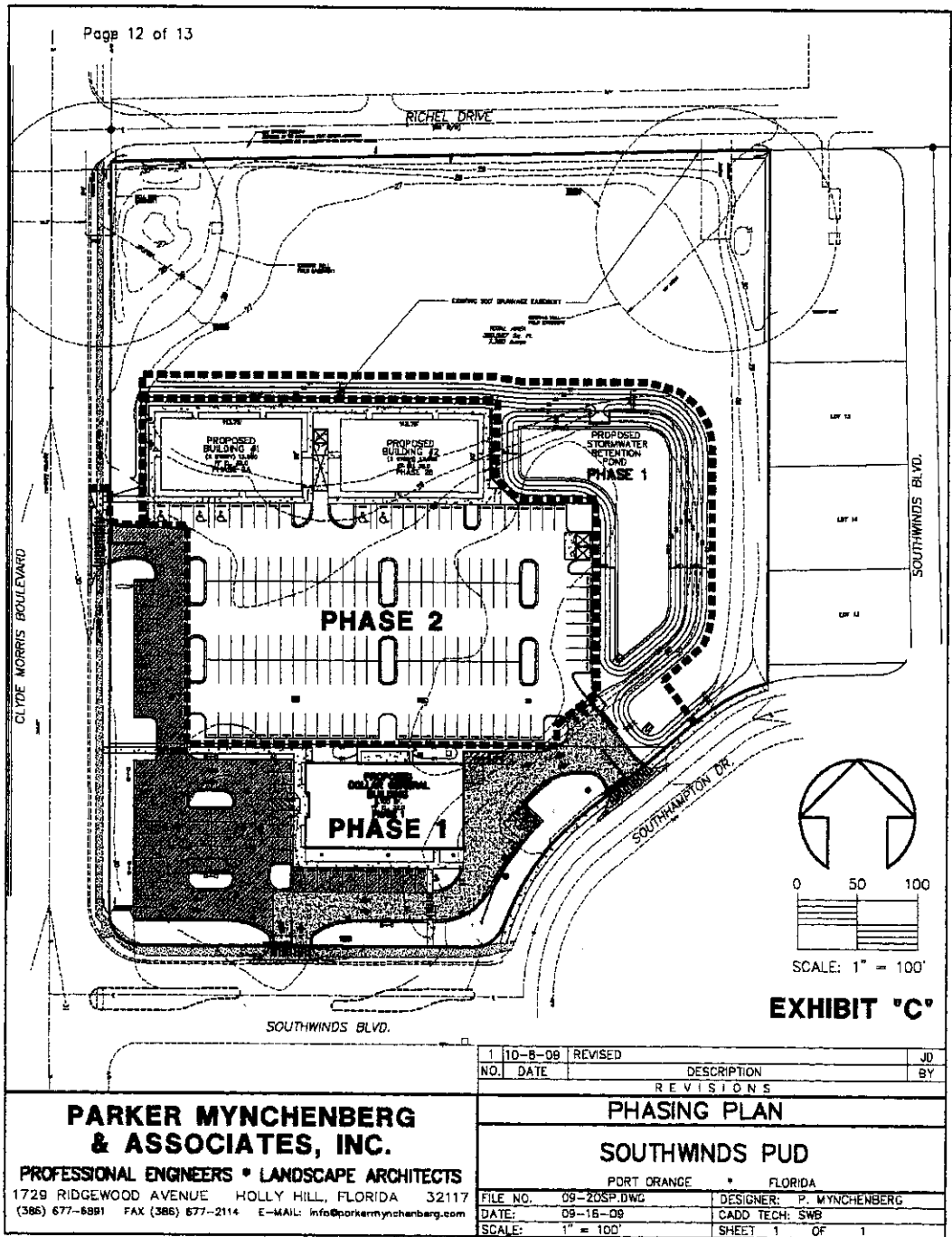
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| CONCEPTUAL DRAINAGE AND UTILITY PLAN |              |             |                |
| SOUTHWINDS PUD                       |              |             |                |
| CONCEPTUAL DEVELOPMENT PLAN          |              |             |                |
| PORT ORANGE * FLORIDA                |              |             |                |
| FILE NO.                             | 09-20CDP.DWG | DESIGNER:   | P. MYNCHENBERG |
| DATE:                                | 09-16-09     | CADD TECH:  | DE CILLA       |
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**EXHIBIT 'B'**  
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 CONCEPTUAL DRAINAGE AND UTILITY PLAN  
 SOUTHWINDS PUD

# EXHIBIT "C" PHASING PLAN

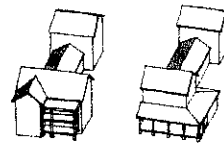
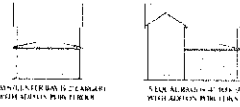
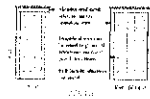
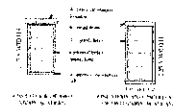
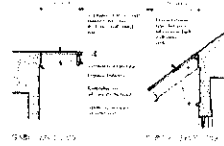
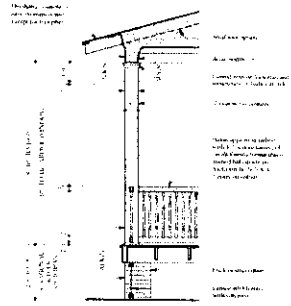


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# EXHIBIT "D" ARCHITECTURAL STYLE



FLORIDA VERNACULAR