If any person decides to appeal any decision made by the Technical Review Committee with respect to any matter considered at this meeting, he/she will need a record of the proceedings, and for such purpose he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (FS 286.0105). Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk at least three (3) working days in advance of the meeting date and time at (386) 775-5403.
MINUTES OF THE CITY OF ORANGE CITY TECHNICAL REVIEW COMMITTEE, held on
Tuesday February 20, 2018 at 9:00 a.m. in the Development Services Conference Room, 205 E. Graves Avenue, Orange City, Florida.

1. **Call to Order/Roll Call**

Development Services Director Becky Mendez called the meeting to order at 9:00 a.m., and roll call was taken.

**PRESENT:** TRC Staff: Glenn Pereno, Chief Building Official; Becky Mendez, Development Services Director; Sgt. Greg Lariscy, OCPD; Carol McFarlane, City Planner; Michael Watson, Public Works Construction Manager; Michael Parker, Fire Department; Raul Palenzuela, Deputy Public Works Director

2. **APPROVAL OF MINUTES**

Sgt. Lariscy made a motion to approve the minutes from November 7, 2017, November 21, 2017, and February 6, 2018. Mr. Pereno seconded the motion. Motion passed.

3. **NEW BUSINESS**

A. **Land O’ Lakes Residential Planned Unit Development Application (RPUD-1-18-1311)**

**PRESENT:** Chris Garris, Managing Member for CG Investments; Susanne Borgerson, Regional Manager for CG Investments; Cynthia Fenimore, Property Manager for Land O’ Lakes

City Staff and the applicant discussed the comments made by the TRC and the City’s Engineering Consultants. The following items were also discussed:

1. The applicant indicated that they were amenable to combining the two parcels into one unified site.
2. There are currently two driveways accessing Graves Avenue. A paved access drive for the mobile home park residents, and a secondary driveway made out of millings that is used for the dumpster area and the single-family residence. Since Graves Avenue is a County maintained road, any work in the right-of-way of Graves Avenue would require a USE permit from Volusia County.
3. The fence identified on the survey at the eastern property line is owned by Land O’ Lakes and consists of closely spaced pillars. This is to prevent the mobile home park residents from accessing Bonnie Lane.
4. The fence identified on the survey at the western property line is owned by John Knox Village.
5. Sargent Lariscy informed the applicant that if work is done to a mobile home without a building permit, the mobile home owner would be the subject of a code enforcement complaint. If work is done outside of the a mobile home, such as sheds, new concrete slabs, etc., then the owner of the land would be the subject of a code enforcement complaint.
6. The applicant indicated that they would update the survey to include lot numbers.
7. Mike Parker, Fire Department, was requested to provide the applicant with the dimensional requirements of a cul-de-sac. The required tire curb clearance is 30 feet (measure from curb to curb) with a minimum inside radius of 16.23.
8. Staff suggested that one way to provide just a little more vehicle maneuvering room would be to remove mail boxes and provide a mail kiosk.

9. In reference to comment # 12, staff asked the applicant to indicate with symbols where any new signs will be located on the property.

10. There was extensive discussion on what kind of utilities are available and whether a new fire hydrant can be accommodated on site. The Fire Department maintains that a new hydrant should be placed at or near the intersection of 4th and Main. However, since the potable water utilities are private, the city is not sure what size water pipes are available. A fire hydrant needs at least a 6-inch pipe to get adequate water pressure. The Fire Department would like the applicant to try to determine the size of the water pipes and continue coordination with the Fire Department to site a new hydrant.

MOTION: Staff recommended that the TRC vote to approve the above-referenced application with the following conditions:

A. Revise the Development Agreement to comply with the TRC comments.
B. Revise the master development plan to comply with the TRC comments.

Sgt. Lariscy made a motion to approve the above-reference application with the aforementioned conditions. Mr. Pereno seconded the motion. Motion passed.

4. COMMENTS/DISCUSSION

Staff discussed the process for reviewing projects, and hopefully resolve some delay and disconnection between departments. Raul Palenzuela stated that he is a big fan of Carol’s.

5. ADJOURNMENT

Sgt. Lariscy made a motion to adjourn the meeting. Mr. Pereno seconded the motion. With there being no further business, Development Services Director, Becky Mendez adjourned the meeting at 10:16 a.m.

RESPECTFULLY SUBMITTED:                                           APPROVED ON

________________________________________________________________________  _________________

Becky Mendez, Development Services Director                          Development Services
Technical Review Committee
Memorandum

To: Technical Review Committee (TRC)
From: Carol McFarlane, AICP
City Planner, Development Services Department
Re: Candlelight Mobile Home Park Mixed Use Planned Unit Development (MPUD)
2000 N. Volusia Avenue
Case: PUD-2-18-1316
Meeting Date: March 20, 2018
Memo Date: March 13, 2018

Project Summary:
The property is located at 2000 N. Volusia Avenue and has been used as a mobile home park since at least the 1970s. The 20-acre property has 108 mobile home lots, an office, and a restaurant (TropiShack). The property is zoned CG-1, General Commercial, Restricted. This makes the property nonconforming, since mobile home dwellings are not allowed in CG-1 zoning classification as either a permitted or conditional use. The applicant has submitted this PUD application in an effort to make the use conforming with the zoning code. The applicant has stated that they do not intend to increase the number of units or the scope of the mobile home park, but wants to make the park conforming with the zoning code so that the mobile homes can be removed, replaced, repositioned or otherwise be eligible for building permits.

The project is located within the Orange City Utility service area. Potable water is available. Sanitary sewer is not available and the site is served by a master septic system. City reclaimed water is not available.

The PUD rezoning requires public hearing before the Planning Commission and two readings with the City Council. The TRC provides technical information to be included in the Development Agreement and establishes the next step process.

Staff Recommendation:
Staff recommends that the TRC forward the application to the Planning Commission with a recommendation of approval, subject to the following:
1. Revise the Development Agreement to comply with the TRC comments.
2. Revise the Development Plan to comply with the TRC comments.
3. Provide the legal description in WORD format so that it will be legible in the rezoning documents.

Attachments:
TRC Staff Comments
Map Series
Development Agreement with markup
Master Development Plan
Site Photos
STAFF REVIEW:

Development Services, Carol McFarlane, City Planner, 3.12.18

General:
1. Are any improvements proposed with this rezoning?
2. Besides the mobile home units, what other structures are on site? Are there any recreational facilities, such as shuffleboard courts, pools, etc.? Are there any commercial uses that need to be included in the PUD documents? For instance, the TropiShack restaurant is located in the front of the property, but it is not mentioned in the development agreement and is only shown on the survey as a block building.
3. There appears to be outdoor storage of trailers and other vehicles in the rear of the vacant parcel. Designate outdoor storage area on the plan and include maintenance standards in the Development Agreement.
4. Please provide a copy of the park rules (maintenance requirements) as background information. The park appears to be tidy and well maintained. While staff is confident that the current owner can maintain the neatness of the site, it is important to outline standards of maintenance so that future park owners will be kept to the same standard.
5. Where is the septic drainfield?
6. The survey submitted does not appear to be accurate. The County’s GIS puts the western property line at 17-92 much closer to the building line of TropiShack, and TropiShack has been almost fully enclosed and is no longer just a 15’ by 20’ building. This is important because you may want to legitimize the current setbacks of TropiShack through the Development Agreement. However, we would have to know what the existing setback is.

Development Agreement:
7. The development agreement must make reference to the restaurant. Staff has revised page 3 to list restaurant as a permitted use.
   a. The restaurant currently does not meet the front yard setbacks required by the city’s Land Development Code, which is 50 feet (section 8.6.2, paragraph 2). The Development Agreement may provide reduced setbacks standards.
8. Provide a legal description of the property in WORD format.

Development Plan:
9. The survey provided with this application leaves out key information. Provide a development plan that shows the following on one sheet that can recorded at 8 ½ by 11 inch size:
   a. Property boundary.
   b. Where the mobile home units are on site, including a unit number.
   c. Internal streets and street names.
   d. Location of any other structures, such as parking, the restaurant, main office, shuffleboard courts, pools, laundry rooms, dumpsters, etc.
   e. Storage areas for RVs, boats, etc.
   f. Location of septic drainfield.
   g. Open space area.
   h. Outdoor storage area.
   i. Tree protection area.
Fire Comments, Robert Scott, Fire Marshall, 3.1.18
   1. Fire Marshal has reviewed the plans received by Orange City Development Service for
      Candlelight Mobile Park. The Fire Marshal has no comments at this time of review, but
      Fire Service reserves the right to make additional comments during review.

Police Comments, Greg Lariscy, Community Improvement Sergeant, 3.12.18
   1. All street signs should meet FDOT standards (height, reflective, etc.).

Public Works, Mike Watson, Construction Manager, 3.13.18
   1. Public Works has no comments.

Volusia County Utilities, Scott Mays, Utility Manager, 3.12.18
   1. 2000 North Volusia Avenue is not located within the county's utilities service area. We
      do not provide utility service to the subject property.
Candlelight Mobile Home Park
Planned Unit Development
MPUD-2-18-1316
Current Zoning Map

Legend
- Streets
- Candlelight Mobile Home Park
- Parcels
- PUD Planned Unit Development
- County Zoning

1 inch = 400 feet

Date Created 3.13.2018
Candlelight Mobile Home Park
Planned Unit Development
MPUD-2-18-1316
Soils Map

Legend

- Streets
- Candlelight Mobile Home Park
- Parcels

01 APOPKA FINE SAND, 0 TO 5 PERCENT SLOPE
05 ASTATULA FINE SAND, 8 TO 17 PERCENT SLOPE
54 QUARTZIPSAMMENTS, GENTLY SLOPING

1 inch = 300 feet

Date Created 3.13.2018
DEVELOPMENT AGREEMENT FOR
CANDLELIGHT MOBILE HOME PARK -MPUD

THIS AGREEMENT entered into and made as of the ___ day of __________, 2018,
by and between the CITY OF ORANGE CITY, FLORIDA, (hereinafter referred to as the “City”), and Mario & Ann Mazzola (hereinafter referred to as “Owners/Developers”), whose address is 373 Caddie Drive, Debary, FL 32713.

W I T N E S S E T H

WHEREAS, Mario & Ann Mazzola are the owners of certain real property lying within the municipal boundaries of the City of Orange City; consisting of approximately 20 acres of developer “property” which is also situated 2000 North Volusia Avenue, Orange City, FL 32763. This parcel of land is more particularly described in the survey and legal description, a true copy of the legal description is attached hereto as Attachment “A” (“the Property”); and

WHEREAS, the Owner desires to develop the Property in accordance with this MPUD Master Development Plan (MDP) for the fully developed and operational 108 site Mobile Home Park as indicated and attached hereto as Attachment “B”; and

WHEREAS, the Owners desire to facilitate the orderly future development and operation of the Property. The Candlelight Mobile Home Park intends the continued improvement of facilities and services and by management and operation, in compliance with the laws and regulations of the City, and of other governmental authorities, and the Owners desire to ensure that future development of the Property will be compatible with other properties in the area; and;

WHEREAS, this Development Agreement is entered into in accordance with the provisions in the City’s Land Development Code, establishing guidelines and standards for such development; and

WHEREAS, the Volusia County Growth Management Commission approved the PUD rezoning on _________, 2018.

WHEREAS, the Technical Review Committee (TRC) reviewed the preliminary plan on __________, as required by the City’s Land Development Code; and

WHEREAS, the Orange City Planning Commission held a public hearing on ________, 2018 and found the rezoning consistent with the comprehensive plan and forwarded to the City Council for approval; and

WHEREAS, the City Council of Orange City on ________, 2018 and ________, 2018 reviewed and approved the Candlelight Mobile Home Park MPUD rezoning from Commercial General Restricted (CG-12) zoning to Mixed Use Planned Unit Development (M-PUD) including this PUD Master Development Plan; and
SECTION 1. AGREEMENTS / STIPULATIONS.

The Owners agree to proceed with the proposed development according to the provisions of the City’s Land Development Code and such other conditions as may be included in this Development Agreement. The Owners agree to provide agreements, contracts, deed restrictions and sureties acceptable to the City Council for completion of the development as required hereunder for their respective parcels according to the approved plans, and maintenance of such areas, functions and facilities as are not to be provided, operated, or maintained at public expense. The Owners agree to bind all successors in title to any commitments made under Section 8.7.22 A.1 and 2 of the City’s Land Development Code.

SECTION 2. OBLIGATIONS.

The Owners shall perform their obligations as set forth in this Agreement. If the City determines that the Owners have failed to follow its obligations, the City shall give the Owners thirty (30) days written notice of such failure to abide by the obligations, which failure shall be stated in detail. The City shall set a date for compliance and may grant a reasonable request for additional time. The City recognizes that the obligations set forth herein are primarily operational and that the Owners, due to statutory and contractual requirements, may not be able to change operational matters without violating those requirements. The City shall establish compliance consistent with those requirements and a cost effective and reasonable approach for the Owners to meet its obligations under this Agreement. If the Owners fail to comply with the obligations, the City may take such action as is reasonably necessary to enforce its zoning and general authority consistent with this Agreement. Notice to the Owners and its successors in interest shall be deemed to have been given upon the mailing by certified mail, return receipt requested of notice to the address of Owners, as provided herein, as noticed by Owners or successor in interest to the City by certified mail, return receipt requested.

SECTION 3. DESCRIPTION OF DEVELOPMENT.

A. THE PROPERTY. The property, which is known as “Candlelight Mobile Home Park” and consists of approximately 20 acres, 10 acres of which is undeveloped but should be included in the PUD zoning, and is located at 2000 North Volusia Avenue in Orange City, Florida and is generally located ____________.. The Legal Description of the property is included in Attachment “A”.

B. MASTER DEVELOPMENT PLAN. The Master Development Plan (MDP) shall consist of the preliminary development plan and this development agreement. The preliminary development plan is Master Development Plan for the Candlelight Mobile Home Park MPUD hereby approved and incorporated in this agreement by reference as Attachment B. The MDP shall be filed and retained for public inspection in the Development Services Department and shall constitute a supplement to the City’s official zoning map. The Property shall be developed substantially in accordance with this MDP and shall regulate the future use of the Property.

The site plan, attached as Attachment “B” to this Development Agreement shall constitute compliance with the Planning Commission and/or City Council review and approval process as described in Chapter 6 - Subdivisions Regulations and Chapter 7- Site Plan Review, once this Development Agreement has been recorded and implemented, except that any major amendment
to this Development Agreement shall be processed and approved in accordance with the Land Development Code. The site plan, Attachment “B” shows the existing homes in the mobile home park. These homes and appurtenant structures may be replaced with any size mobile or manufactured home so long as the lot size and separation and setback distances established at the time of permitting the park are followed, see Section 723.04(4), Florida Statutes.

C. CONFLICTS AND AMENDMENTS. With respect to any conflict between the City’s Land Development Code and this MDP, the provisions of this MDP shall govern. The City’s Land Development Code shall govern with respect to any matter not covered by this MDP. Unless otherwise provided herein, nothing in this MDP shall abridge the requirements of the Code of Ordinances, City of Orange City. All amendments to the MDP, other than those deemed by the Development Services Director as minor amendments, in accordance with section 8.7.22 (E) (9) of the Land Development Code, shall require the review and recommendation of the Planning Commission and action by the City Council in the same manner as a rezoning of the parcel.

D. ALLOWABLE USES. The development of the Property shall be consistent with the uses prescribed for each area within the proposed PUD. The location and size of said land use areas are generally shown on the PUD preliminary development plan. The following land uses shall be allowed as permitted principal uses and structures along with their customary accessory uses and structures.

**Permitted Uses:**

Mobile Home Park, not to exceed 208-108 sites with existing full time residential occupancies, and recreational uses consistent with a mobile home development.

Outdoor Storage Area for recreational vehicle parking for tenants only.

Restaurant, Type A (drive-through window ordering and pickup is not allowed) is allowed as indicated on the Development Plan.

**Accessory Uses:** Retail sales, information technology, including but not limited to communication and information access, mobile home sales. All other approved uses for mobile home parks under Florida law.

**Prohibited Uses:**

Accessory dwelling units including garages, apartments or guest cottages

Child care centers

Assisted Living Facilities
Hobby Breeding

Raising of crops or the keeping of animals accessory to a mobile home unit

RV site rentals

E. OPEN SPACE. Open space area, by acreage, shown on the Development Plan as provided as currently developed. Open space areas will be owned and maintained by the Owner. Maintenance of the area designated as open space shall be binding on the Owner, and their successors and assigns.

F. TREE PROTECTION AREA: All existing trees located on the property at the time of this rezoning are considered protected and if removed, must be replaced in accordance with the Land Development Code.

G. PHASING. The property contemplated is fully developed. No phasing of future development is

H. DEVELOPMENT STANDARDS. The Candlelight Mobile Home Park is currently fully developed except that the adjacent 10 acre parcel may be developed in the future. No anticipated change to the property layout is contemplated or outlined in this Development Agreement. There may be individual sites, parking spaces, buildings or common areas that will be repurposed over time. However, any redevelopment will be consistent with the intent of this Development Agreement and shall be permitted per the requirements of the Orange City Code of Ordinances.

1) Off-street parking: The Park must provide on-site parking for each mobile home site, one paved parking space for each mobile home unit. Office and guest parking may occur in the vacant portion of the PUD, as indicated on the Development Plan.

2) Impervious area: All developed and redeveloped unit sites shall have an impervious surface area not greater than 80%.

23) Storage Area: There is a ± 3.5 acre unpaved area that is used for vehicle storage for the residents only (boats, RVs, etc.), office parking, and a water reclamation pond. The area must be maintained as grass parking and must keep a low profile, storage cannot be advertised or used for anyone other than residents. All storage must be screened by natural vegetation.

4) Accessory structures:

a. Permanent “attached to the unit” additions, porches, decks or structures shall be as-is built or if reconstructed, shall meet the requirements of Orange City or the Department of Highway Safety and Motor Vehicles, section 320.8325 and Rule 15-C2.0081, Florida Administrative Code, and shall comply with
the separation and setback distances established at the time of permitting the mobile home park consistent with section 723.041(4), Florida Statutes.

b. Detached temporary and permanent storage buildings, awnings, screen rooms, cabanas shall be installed consistent with the setback and separation distances established at the time of permitting the mobile home park, but not less than 5 feet from any mobile home lot site line. Any permanent structures installed on the lot shall be permitted and approved by Orange City, if such structure is required to be permitted by the Florida Building Code.

I. INFRASTRUCTURE.

1) Potable water will be supplied to the development through a potable water distribution system interconnected to and served by Orange City Utilities.

2) Wastewater sewer service will be provided to the development through on-site waste water treatment facility consisting of Department of Health permitted and regulated septic tanks and drainfield. The on-site wastewater system will be maintained by the Owner of the property.

3) Stormwater design and management of this project are currently existing and will require no change. The stormwater system will remain in conformance with Chapter 12 of the Orange City Land Development Code and other applicable County, State and Federal requirements.

4) All City/County impact fees imposed for development have been paid or are not applicable due to the age of the development and there is no impact on the existing infrastructure serving the Candlelight Mobile Home Park.

5) Within the Candlelight Mobile Home Park, MPUD, all new utility distribution lines, including but not limited to telephone, television cable and electrical systems, shall be installed above ground. New technological innovations not contemplated at the time of this application, which provide for above ground transmission and reception applicable only to the Candlelight Mobile Home Park customers and management, shall not be required to be installed underground if that is not the most effective, efficient, cost effective and architecturally appropriate form of installation. However, no overhead lines will be installed that could interfere with either pedestrian or vehicular traffic.

6) The Owners shall, within 12 months of the recording of this Development Agreement, place aluminum street signs with reflective lettering throughout the property to be inspected and approved by the local Fire Marshall.
J. ACCESS AND TRANSPORTATION IMPACT ANALYSIS. Traffic access to the Candlelight Mobile Home Park will be in accordance with the attached as-built site plan, with vehicle access to public streets consisting of internal easements, right-of-way and **four (4)** driveway connections to South Volusia Avenue.

A traffic study describing the proposed traffic impacts has not been performed, the existing as built Candlelight Mobile Home Park will not impose any additional impacts on the transportation network of Orange City or Volusia County.

K. SIGNAGE. The Property is located within the Gateway Corridor Sign District and new signage shall comply with the City’s Sign Code. Any existing freestanding ground signs are regulated by the nonconforming sign provisions of the Land Development Code.

SECTION 4. COMMON AREA MAINTENANCE.

The Owner is responsible for all common area maintenance. **Common areas are indicated in Attachment “B”**.

SECTION 5. LOCAL LAW.

The City of Orange City’s ordinances, resolutions, and policies shall govern the development of this Property unless otherwise specifically provided in this Agreement.

Development approvals and permits shall be required for the development of the Property as contained in the City’s Land Development Code Ordinance No. 157. Failure to list any approval or permit required by Federal, State or local laws shall not be construed to release the Owners from obtaining same. Nothing as contained in this Agreement shall be construed as the grant of a land use or development approval or to be in derogation of the City’s police powers.

SECTION 6. AGREEMENT TO BE BINDING.

This Development Agreement, including any and all supplementary orders and resolutions, together with the approved development plan and all final site plans shall be binding upon and shall inure to the benefit of the Owner and its successors and assigns in title or interest. The provisions of the Agreement and all approved plans shall run with the land and shall be administered in a manner consistent with Florida Statutes and local law.

SECTION 7. ENFORCEMENT.

In the event that enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owner against whom such enforcement action is necessary shall be responsible for all costs and expenses, including attorney’s fees whether or not litigation is necessary and if necessary, both trial and on appeal, incurred in enforcing or ensuring compliance with the terms and conditions of this Agreement which costs, expenses and fees shall also be a lien upon that Owner’s property superior to all others. Should this Agreement require the payment of any monies to the City, the recording of this Agreement shall constitute a lien upon that portion of the Property which is responsible for
the payment for said monies, until said are paid, in addition to such other obligations as this Agreement may impose upon the Property and the Owner. Interest on unpaid overdue sums shall accrue at the prescribed statutory rate compounded annually or at the maximum rate allowed by law.

SECTION 8. COMPLIANCE.

The Owner agrees it, and its successors and assigns, will abide by the provisions of this Agreement, the City’s Comprehensive Plan, and the City’s Land Development Code, including but not limited to, the site plan regulations of the City as amended from time to time, which are incorporated herein by reference and such subsequent amendments hereto as may be applicable. Further, all required improvements, including landscaping, shall be continuously maintained by the responsible Owner, or its successors and assigns, in accordance with the City’s Land Development Code. The City may, without prejudice to any other legal or equitable right or remedy it may have, withhold permits, certificates of occupancy or approvals, and may terminate sewer and/or water services to the Property should the Owner fail to comply with the terms of this Agreement, provided that this right shall only apply to that portion of the Property owned by the party not in compliance.

SECTION 9. UTILITY EASEMENTS.

The Owner shall provide to the City such easements and other legal documentation, in form mutually acceptable to the City Attorney and the Owners, as the City may deem reasonably necessary or appropriate for the installation and maintenance of the utility and other services, including but not limited to, sewer, potable water, and reclaimed water services, electric, cable and telecommunications. The Owner shall provide cross-access easements as may be requested by the City to accommodate adjacent future development.

SECTION 10. DURATION OF AGREEMENT.

This property is fully developed and the City of Orange City, upon acceptance of this Development Agreement, agrees to the plan of development, as built, for the Candlelight Mobile Home Park. This Development Agreement shall be binding upon the parties hereto, the City and the Owner and the Owner’s successors and/or assigns.

SECTION 11. RESOLUTIONS AND REGULATIONS.

This Agreement shall not operate as a limitation upon the City to require the Owner to comply with all applicable laws, ordinances, resolutions and regulations of either the United States, the State of Florida, Volusia County or the City, regulating the development of the Property in accordance with this Agreement to the extent that same are not specifically addressed or referenced herein, nor shall the failure of this Agreement to address any particular requirement act to relieve the Owner from complying with any development requirement, condition, term or restriction.
SECTION 12.  NOTICES.

Where notice is herein required to be given, it shall be by certified mail return receipt requested, addressee only, hand delivery or courier. Said notice shall be sent to the following as applicable:

OWNER’S REPRESENTATIVES
Mario & Ann Mazzola
373 Caddie Drive
Debary, FL 32713

CITY’S REPRESENTATIVES:
City Manager
City of Orange City
205 East Graves Avenue
Orange City, Florida 32762
386-775-5400

Should any party identified above change its address, it shall be said party’s obligation to notify the remaining parties of the change in a fashion as is required for notices herein. It shall be the Owner’s obligation to identify their respective lender(s) to all parties in a fashion as is required for notices herein.

SECTION 13.  RECORDING.

This Development Agreement shall be recorded, at Owners’ expense, among the Public Records of Volusia County, Florida in accordance with the requirements of the Zoning Ordinance no later than fourteen (14) days after full execution. Notwithstanding the foregoing, the same shall not constitute any lien or encumbrance on title to the Property and shall instead constitute record notice of governmental regulations, which may regulate the use and enjoyment of the Property.

SECTION 14.  SEVERABILITY.

If any part of this Development Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be affected. To that end, this Development Agreement is declared severable.

SECTION 15.  EFFECTIVE DATE.

This Agreement shall not be effective and binding until the latest date that (1) this Agreement is approved by and signed by all parties hereto; (2) all mortgagees and/or lien holders on the Owner’s Property have executed a Joinder by Mortgagee/Lien holder; and (3) recorded by the city clerk.
IN WITNESS WHEREOF, the Owners and the City have executed this Agreement as of the day and year first above written.

Signed, Sealed and Delivered

In the Presence of: Mario Mazzola

Title: ________________________________

Signature of Witness #1
Printed Name: ________________________

Signature of Witness #2
Printed Name: ________________________
STATE OF ______________
COUNTY OF ____________

The foregoing instrument was acknowledged before me this _____ day of ___________, 2018, by ________________________________, as ______________ of ____________, on behalf of the company. He (She) is personally known to me or has produced ______________________ as identification.

(NOTARY SEAL)    _________________________________
Notary Public Signature
_________________________________
(Name typed, printed or stamped)

Approved as to form and
Legality for use and reliance by the
City of Orange City, Florida

CITY OF ORANGE CITY, FLORIDA

By: _____________________________

William E. Reischmann, Jr., Esquire          Gary Blair, Mayor

ATTEST:

By: _____________________________

Gloria J. Thomas, CMC, City Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of __________, 2016, by Gary Blair and Gloria Thomas, Mayor and City Clerk respectively, of the City of Orange City, Florida, who are personally known to me and they acknowledged executing the same freely and voluntarily under authority vested in them and that the seal affixed thereto is the true and corporate seal of the City of Orange City, Florida.

________________________ as identification and who did (did not) take an oath.

Page 10 of 12
To be returned to: Gloria Thomas
City of Orange City
205 E. Graves Avenue
Orange City, Florida 32763
MASTER DEVELOPMENT PLAN FOR THE CANDLELIGHT MOBILE HOME PARK MPUD

Ordinance No. XXX-
Exhibit B
Master Development Plan for the Candlelight Mobile Home Park MPUD

ATTACHMENT ‘B’
Development Plan
II. PERSON AUTHORIZED TO RECEIVE NOTICES

The name and address of the person authorized and designated by the Community Owner as the person authorized to receive notices and demands on the Community Owner’s behalf is:

Community Manager
2000 North Volusia Avenue, Lot A-24
Orange City, Florida 32763

III. DESCRIPTION OF COMMUNITY AND COMMUNITY PROPERTY

A. Community Property and Lots

Candlelight Mobile Home Park (referred to as “the Community” or the “Community Owner”) is located in Volusia County, Florida. The Community consists of 3 sections (Sections “A”, “B” and “C”) and the total number of mobile home lots in the three Sections is 108. The size and shape of the lots in the Community may vary. The size of the lots and the visual representation are approximations only; the lot lines have not been determined by survey. Please refer to Exhibit “A” for a visual representation of the Community layout. The approximate size of the lots is as follows:

<table>
<thead>
<tr>
<th>Lot Number</th>
<th>Approximate Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - 21</td>
<td>(Section A) 4500 sq. ft.</td>
</tr>
<tr>
<td>1 - 50, 52 - 57</td>
<td>(Section B) 1925 sq. ft.</td>
</tr>
<tr>
<td>1 - 31</td>
<td>(Section C) 4500 sq. ft.</td>
</tr>
</tbody>
</table>

B. Setback Requirements and Minimum Separation Distance Required By Law.

There are several requirements of law with respect to how far each manufactured home within the Community must be set back from the borders of its lot and the distance that must be maintained from each manufactured home in the Community and its supporting facilities (such as, for example, a carport) to other manufactured homes, supporting facilities and structures in the Community.

Pursuant to Rules 69A-42.005 and 69A-3.012, Florida Administrative Code, the State Fire Marshal has adopted NFPA 501A (2005) for manufactured housing communities. This code sets forth minimum separation and setback requirements between manufactured homes as follows:

**Fire Safety Separation Requirements:**

6.2.1.1. No portion of a manufactured home, excluding the tongue, shall be located closer than 3 m (10 ft) side to side, 2.4 m (8 ft) end to side, or 1.8 m (6 ft) end to end horizontally from any other Manufactured Home or Community building unless the exposed composite walls and roof of either structure are without openings and constructed of materials that will provide a 1-hour fire resistance rating or the structures are separated by a 1-hour fire-rated barrier.

**Accessory Building or Structure Fire Safety Requirements:**

6.4.1.1. Accessory buildings or structures shall be permitted to be located immediately adjacent to a site line when constructed entirely of materials that do not support combustion and provided that such buildings or structures are not less than 0.9 m (3 ft) from an accessory building or structure on an adjacent site.

6.4.1.2. An accessory building or structure constructed of combustible materials shall be located no closer than 1.5 m (5 ft) from the site line of an adjoining site.