

MEMORANDUM

TO: Honorable Mayor and City Council Members

FROM: Christine C. Davis, Finance Director *CC Davis*

DATE: March 2, 2009

SUBJECT: Initial Assessment Resolution 531-08 for the Sparkman Ridge Special Assessment District (SAD)

BY: *ADK* 1:15pm

MAR 04 2009

PURPOSE

The purpose of this item is to have Council adopt the Sparkman Ridge SAD Initial Assessment Resolution No. 531-09.

BACKGROUND

The Initial Assessment Resolution establishes the terms and conditions of the proposed special assessment to fund construction of the Sparkman Avenue extension project. The resolution describes the method of assessing the Sparkman Avenue project cost against assessed property within Orange City, it determines the special assessment cost and the initial service assessments, and it directs the preparation of the non-ad valorem assessment roll. Further it authorizes and sets a public hearing for April 14, 2009 and provides for the proper public notification. The Sparkman Avenue initial assessment set forth the estimated cost for capital cost of approximately \$432,992 and the estimated project cost of approximately \$548,000.

Upon adoption of Resolution No. 531-09, the City Clerk shall publish the required advertisement depicted in Appendix "A" on March 24, 2009. Government Services Group (GSG) will issue the notice located in Appendix "B" to the affected property owner(s) on March 24, 2009. The City will hold the final public hearing on April 14, 2009 during the regular scheduled council meeting. GSG shall certify the non-ad valorem assessment roll to Volusia County by September 15, 2009, thereby completing the process of implementing the Sparkman Ridge SAD.

RECOMMENDATION

Staff recommends City Council approve Resolution 531-09 adopting the Sparkman Ridge SAD Initial Assessment Resolution.

ORANGE CITY, FLORIDA

**SPARKMAN RIDGE R-PUD
INITIAL ASSESSMENT RESOLUTION**

ADOPTED MARCH 10, 2009

**ORANGE CITY, FLORIDA
RESOLUTION NUMBER 531-09**

A RESOLUTION OF THE CITY OF ORANGE CITY, FLORIDA, RELATING TO CONSTRUCTION AND FUNDING OF THE SPARKMAN AVENUE EXTENSION PROJECT; ESTABLISHING THE TERMS AND CONDITIONS OF PROPOSED SPECIAL ASSESSMENTS TO FUND CONSTRUCTION OF THE SPARKMAN AVENUE EXTENSION PROJECT; ESTABLISHING A PUBLIC HEARING TO CONSIDER IMPOSITION OF THE PROPOSED ASSESSMENTS AND THE METHOD OF THEIR COLLECTION; DIRECTING THE PROVISION OF NOTICE; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE CITY, FLORIDA, AS FOLLOWS:

**ARTICLE I
DEFINITIONS AND CONSTRUCTION**

SECTION 1.01. DEFINITIONS. As used in this Resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires.

"Assessment" means an annual special assessment imposed against property located within the Assessment Area to fund the Project Cost of the Sparkman Avenue Extension Project to serve the Assessment Area, and related expenses, computed in the manner described in Section 3.03 hereof.

"Assessment Administration Amount" means the estimated cost to be incurred by the City during any Fiscal Year in connection with the annual administration of the Assessments, including but not limited to the costs of preparing and certifying the Assessment Roll, preparing the annual assessment resolutions, and all other fees, costs, and expenses reasonably related to the annual assessment administration. The Assessment Administration Amount shall be limited to \$1000 per year for the purposes of this Assessment program.

"Assessment Area" means the property included within the Sparkman Ridge R-PUD, as more particularly described in Section 3.01 and Appendix C.

"Assessment Period" means the time period estimated by the City during which Assessments are imposed for any portion of the Obligations that remain outstanding unless otherwise prepaid in total pursuant to Section 3.04 hereof. The Assessment Period

shall be set by the City Council at or following the public hearing established in Section 2.03 hereof and shall not exceed fifteen (15) years.

"Assessment Roll" means a non-ad valorem assessment roll relating to the Project Cost of the Sparkman Avenue Extension Project to serve the Assessment Area and related expenses.

"Building" means any structure, whether temporary or permanent, built for support, shelter or enclosure of persons, chattel, or property of any kind.

"Capital Cost" means all or any portion of the expenses that are properly attributable to the acquisition, design, construction, installation (including demolition, environmental mitigation and relocation), and a reasonable contingency amount for the Sparkman Avenue Extension Project. The Capital Cost shall be limited to \$432,992.00 for purposes the Assessment program.

"City" means Orange City, a political subdivision of the State of Florida.

"City Manager" means the chief executive officer of the City, or such person's designee.

"Collection Cost Component" means the estimated cost to be incurred by the City during any Fiscal Year in connection with the collection of Assessments, such amount to be calculated pursuant to Section 3.03(B) hereof.

"County" means Volusia County, Florida, a political subdivision of the State of Florida.

"Debt Service Amount" means the amount computed pursuant to Section 3.03(A) hereof.

"Dwelling Unit" means a Building, or portion thereof, which is lawfully used for residential purposes, consisting of one or more rooms arranged, designed, used, or intended to be used as living quarters for one family only.

"EDU" or **"equivalent dwelling unit"** means 10.45 vehicle trips per day, the standard unit to be used in calculating the Assessment for the roadway portion of the Sparkman Avenue Extension Project, which represents the number of vehicle trips per day generated by a Single Family Dwelling Unit based on the transportation impact analysis prepared for the Sparkman Ridge R-PUD in accordance with the ITE Schedule.

"Final Assessment Resolution" means the resolution described in Section 4.06 of the Ordinance that imposes Assessments within the Assessment Area.

"Fiscal Year" means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year for the City.

"Funding Agreement" means the agreement pursuant to which the City agreed to deliver the Obligations against payment therefor by the purchaser or underwriter of such Obligations.

"Government Property" means property owned by the United States of America or any agency thereof, the State of Florida or any agency thereof, a county, a special district or a municipal corporation.

"ITE Schedule" means The Institute of Transportation Engineers' Trip Generation Handbook, 7th Edition.

"Local Improvement" means a capital improvement constructed or installed by the City for the special benefit of a neighborhood or other local area, for which special assessments are imposed pursuant to the Ordinance.

"Obligations" means notes, bonds or other evidence of indebtedness secured by proceeds of the Assessments that are issued to finance the Project Cost.

"Ordinance" means the Capital Project and Service Assessment Ordinance adopted by the City as Ordinance No. 211, as it may be amended.

"Original Developer's Agreement" means that certain Developer's Agreement by and between the City and Sparkman LLC dated as of August 8, 2005, entered into for Sparkman Ridge R-PUD and recorded in official record book 5655, page 4107.

"Prepayment Amount" means any remaining proceeds of the Obligations that are, in the City's determination, unnecessary to cover the Project Cost of the Sparkman Avenue Extension Project and available to apply toward payment of the principal amount of the original Obligations in accordance with the terms of the Funding Agreement.

"Project Cost" means (A) the Capital Cost of the Sparkman Avenue Extension Project less the Prepayment Amount, if any, (B) the Transaction Cost associated with the Obligations attributable to the Sparkman Avenue Extension Project, and (C) reimbursement to the City for any funds advanced for Capital Cost or Transaction Cost. For purposes of this Assessment program, the Project Cost shall not exceed \$548,000.

"Property Appraiser" means the Volusia County Property Appraiser.

"Sparkman Avenue Extension Project" means the following road and ancillary improvements to be constructed by the City through contract with the County: an extension of Sparkman Avenue from Ohio Avenue to Rhode Island Avenue, including all road and ancillary improvements, demolition, select clearing and grubbing, excavating, stabilization, pervious asphalt concrete wearing surface, sod, culvert installation and/or replacement, guardrail and/or handrail installation, grading, turnout construction, erosion control, signs, traffic striping, construction layout, as-built drawings, maintenance of traffic and related improvements, environmental mitigation, realignment, and all other related improvements.

"Single-Family Dwelling Unit" means a Building that contains a single Dwelling Unit.

"State" means the State of Florida.

"Statutory Discount Amount" means the amount allowed by law as the maximum discount for early payment of ad valorem taxes and non ad valorem assessments, such amount to be calculated pursuant to Section 3.03(C) hereof.

"Supplemental Developer's Agreement" means that certain Developer's Agreement by and between the City and Sparkman LLC dated as of February 19, 2009, entered into for the Sparkman Avenue Extension Project and recorded in official record book 6324, page 4861.

"Tax Parcel" means a parcel of property to which the Property Appraiser has assigned a distinct ad valorem property tax identification number.

"Tax Roll" means the real property ad valorem tax assessment roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

"Townhouse" means three or more attached Dwelling Units located within the same Building and separated by common walls.

"Transaction Cost" means the costs, fees and expenses incurred by the City in connection with the issuance and sale of any series of Obligations, including but not limited to (1) \$24,419.00 for a reserve fund; (2) \$24,738.00 for a capitalized interest account; (3) \$65,851.00 for all other costs, fees and expenses incurred by the City in connection with the initial design and implementation of the non-ad valorem assessment program, securing and issuance of the loan, including but not limited to, financing fees, the fees and disbursements of bond counsel, the fees and disbursements of the City's

investment banker, the costs of preparing all documentation supporting issuance of the debt, and all other costs and expenses that are reasonably related to the Sparkman Avenue Extension Project under generally accepted accounting principles.

“Uniform Assessment Collection Act” means sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

SECTION 1.02. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Resolution. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

SECTION 1.03. LEGISLATIVE FINDINGS. It is hereby ascertained, determined and declared that:

(A) Pursuant to Article VIII, section 2(b), Florida Constitution, and sections 166.021 and 166.041, Florida Statutes, the City Council has all powers of local self-government to perform municipal functions and to render municipal services except when prohibited by law and such power may be exercised by the enactment of legislation in the form of City ordinances.

(B) The City Council of Orange City, Florida, has enacted Ordinance No. 211 to provide for the creation of assessment areas and authorize the imposition of Assessments to fund the construction of Local Improvements to serve the property located therein.

(C) The Sparkman Avenue Extension Project constitutes a Local Improvement, as defined in the Ordinance.

(D) In accordance with the terms of the Original Developer's Agreement and the Supplemental Developer's Agreement, the Council desires to create the Assessment Area to fund the Project Cost of the Sparkman Avenue Extension Project.

(E) The property contained within the Assessment Area is the subject of an approved R-PUD Master Development Plan, which is attached hereto as Appendix C. On or about February 18, 2009, the City and the property owner entered into that certain Supplemental Developer's Agreement to provide for the design, construction, installation, and financing of the Sparkman Avenue Extension Project and the creation and implementation of a non-ad valorem assessment program to recoup the Project Cost associated with the Sparkman Avenue Extension Project.

(F) The City has entered into a Joint Project Agreement with the County to have the Sparkman Avenue Extension Project designed, installed, constructed, and inspected by the County in order to achieve efficiencies and economies for all parties.

(G) Pursuant to the Supplemental Developer's Agreement, the City has secured

a bank loan to fund the Project Cost of the Sparkman Avenue Extension Project and the property owner has agreed that the City will impose a non-ad valorem assessment against the property within the Sparkman Ridge R-PUD, which currently consists of one Tax Parcel.

(H) Due to the severely restrictive state of the current financial markets, the City's Funding Agreement contains certain restrictions -- including the inability to partially repay the loan and a 1% prepayment penalty if the loan is prepaid in full -- which require the City to structure the non-ad valorem assessment program to disallow prepayment of the assessment from property owners and to require mandatory prepayment in total with the 1% penalty under certain other circumstances to protect the security of the loan.

(I) The design, construction, and installation of the Sparkman Avenue Extension Project will provide a special benefit to the Property and enhance the utilization and enjoyment of the property by: (1) establishing adequate ingress and egress to the Property and increasing the Property's immediate development potential; and (2) protecting and enhancing the value and integrity of the Property through the provision of essential roadway infrastructure.

(J) Since the Sparkman Ridge R-PUD provides for ninety-four (94) Single Family Dwelling Units and one hundred eight (108) Townhouses to be constructed on the Property and since these types of Dwelling Units are expected to generate a certain

number of vehicle trips based on the transportation impact analysis prepared for the Sparkman Ridge R-PUD in accordance with the ITE Schedule, it is fair and reasonable to use EDUs to apportion the Project Cost of the Sparkman Avenue Extension Project because the need for the roadway improvement and other appurtenant facilities is directly related to the number of vehicle trips that are expected to be generated by each residential unit.

(K) The City Council hereby finds and determines that the Assessments to be imposed in accordance with this Resolution provide an equitable method of funding the Project Cost of the Sparkman Avenue Extension Project by fairly and reasonably allocating such cost to specially benefitted property based upon the relative number of vehicle trips, as expressed as EDUs attributable to each classification of property in the manner hereinafter described.

**ARTICLE II
NOTICE AND PUBLIC HEARING**

SECTION 2.01. ESTIMATED COSTS.

(A) The Capital Cost for the Sparkman Avenue Extension Project is deemed to be no more than \$432,992.00.

(B) The Project Cost for the Sparkman Avenue Extension Project is deemed to be no more than \$548,000.00, subject to any Prepayment Amount.

(C) The Project Cost of the Sparkman Avenue Extension Project will be funded through the imposition of Assessments against the property located in the Assessment Area in the manner set forth in Article III hereof.

SECTION 2.02. ASSESSMENT ROLL. The City Manager is hereby directed to prepare the preliminary Assessment Roll in the manner provided in the Ordinance. The City Manager shall apportion the Project Cost among all parcels of real property within the Assessment Area as reflected on the Tax Roll in conformity with Article III hereof. The Capital Cost and Project Cost and the Assessment Roll shall be maintained on file in the offices of the City Manager and open to public inspection. The foregoing shall not be construed to require that the Assessment Roll be in printed form if the amount of the Assessment for each Tax Parcel can be determined by use of a computer terminal available to the public.

SECTION 2.03. PUBLIC HEARING. A public hearing will be conducted by the City Council on April 14, 2009, or as soon thereafter as can be heard, in the City Council Chambers at 205 East Graves Avenue, Orange City, Florida, to consider (A) creation of the Assessment Area, (B) imposition of the Assessments, and (C) collection of the Assessments pursuant to the Uniform Assessment Collection Act.

SECTION 2.04. NOTICE BY PUBLICATION. Upon completion of the materials required by Section 2.02 hereof, the City Manager shall publish a notice of the public hearing authorized by Section 2.03 hereof in the manner and the time provided in Section 4.04 of the Ordinance. Such notice shall be in substantially the form attached hereto as Appendix A.

SECTION 2.05. NOTICE BY MAIL. Upon completion of the materials required by Section 2.02 hereof, the City Manager shall, at the time and in the manner specified in Section 4.05 of the Ordinance, provide first class mailed notice of the public hearing authorized by Section 2.03 hereof to each property owner proposed to be assessed at the address indicated on the Tax Roll. Such notice shall be in substantially the form attached hereto as Appendix B.

**ARTICLE III
ASSESSMENTS**

SECTION 3.01. DESCRIPTION OF PROPOSED ASSESSMENT AREA.

The proposed Sparkman Ridge R-PUD Assessment Area shall include those properties in Orange City, Florida as more particularly described in Appendix C attached hereto. The Assessment Area is proposed for the purpose of improving the use and enjoyment of property located therein by funding the Project Cost of Sparkman Avenue Extension Project.

SECTION 3.02. IMPOSITION OF ASSESSMENTS. Assessments shall be imposed against the property located within the Assessment Area for each Fiscal Year in which Obligations remain outstanding, the amount of which shall be computed in accordance with this Article III. When imposed, the Assessment for each Fiscal Year shall constitute a lien upon the Tax Parcels located in the Assessment Area, pursuant to the Ordinance.

SECTION 3.03. COMPUTATION OF ASSESSMENTS. Assessments will be imposed for each Fiscal Year in which Obligations remain outstanding and collected on the ad valorem tax bill in the manner authorized by the Uniform Assessment Collection Act. The annual Assessment shall be computed in the manner set forth in this Section 3.03.

(A) DEBT SERVICE AMOUNT. The "Debt Service Amount" for each Fiscal Year is the amount of the Project Cost that is payable in accordance with the debt service schedule prepared for the Obligations based on (1) the principal installments equal to those established in the Funding Agreement, less any Prepayment Amount and (2) the Obligations bear interest at the rate established in the Funding Agreement.

(B) COLLECTION COST COMPONENT. The "Collection Cost Component" shall be computed for each Tax Parcel for each Fiscal Year by deducting (1) the sum of the (a) annual Debt Service Amount, (b) the Statutory Discount Amount, and (c) the Assessment Administration Amount, from (2) the amount computed by dividing (a) the sum of (i) the annual Debt Service Amount, (ii) the Statutory Discount Amount, and (iii) the Assessment Administration Amount, by (b) 0.98. The Collection Cost Component shall be limited to \$1,062.00 per Fiscal year for purposes of the Assessment program.

(C) STATUTORY DISCOUNT AMOUNT. The "Statutory Discount Amount" shall be computed for each Tax Parcel for each Fiscal Year by deducting (1) the sum of (a) the annual Debt Service Amount, (b) the Collection Cost Component, and (3) the Assessment Administration Amount, from (2) the amount computed by dividing (a) the sum of (i) the annual Debt Service Amount, (ii) the Collection Cost Component, and (iii) the Assessment Administration Amount, by (b) 0.96.

(D) ASSESSMENT. The annual Assessment shall be computed as the sum of (1) the Debt Service Amount, (2) the Collection Cost Component (3) the Statutory Discount Amount, and (4) the Assessment Administration Amount.

SECTION 3.04. PREPAYMENT OF ASSESSMENTS.

(A) The owner of a Tax Parcel subject to the Assessment shall immediately prepay all future unpaid annual Assessments for such Tax Parcel if (1) the Tax Parcel is acquired by a public entity other than the City through condemnation, negotiated sale or otherwise, or (2) a tax certificate has been issued and remains outstanding in respect of the Tax Parcel and the City, at its sole option, elects to accelerate the Assessment, or (3) the property included within the Sparkman Ridge R-PUD is transferred in total to a third party and the City, at its sole option, elects to accelerate the Assessment, or (4) the Sparkman Ridge R-PUD expires without being developed in accordance with the terms of the Original Developer Agreement or the Original Developer Agreement is amended to modify the number and type of allowable residential units to anything other than 94 Single Family Dwelling Units and 108 Townhouses and the City, at its sole option, elects to accelerate the Assessment.

(B) The amount required to prepay the future unpaid annual Assessments will be equal to the sum of (1) all Project Costs allocated to such Tax Parcel plus a 1% prepayment penalty, (2) interest on the Project Costs from the most recent date to which interest on the Obligations has been paid to the next date following such prepayment on which the City can redeem the Obligations, and (3) any reasonable costs incurred by the City due to the prepayment of the Note.

(C) During any period commencing on the date the annual Assessment Roll is certified for collection pursuant to the Uniform Assessment Collection Act and ending on the next date on which unpaid ad valorem taxes become delinquent, the City may reduce the amount required to prepay the future unpaid annual Assessments for the Tax Parcel by the amount of the Assessment that has been certified for collection with respect to such Tax Parcel.

(D) The amount of all prepayments made pursuant to this Section 3.04 shall be final. The City shall not be required to refund any portion of a prepayment if (1) the Project Cost of the Sparkman Avenue Extension Project is less than the amount upon which the prepayment amount was computed, or (2) annual Assessments will not be imposed for the full number of years anticipated at the time of such prepayment.

SECTION 3.05. REALLOCATION UPON FUTURE SUBDIVISION. The property included within the Assessment Area is currently held by one property owner and is one Tax Parcel. The development of the property within the Assessment Area is

governed by the Sparkman Ridge R-PUD and the related Original Developer Agreement, which allow for ninety-four (94) Single Family Dwelling Units and one hundred eight (108) Townhouses to be constructed on the property. Upon subdivision of this Tax Parcel located within the Assessment Area in the manner provided in the Sparkman Ridge R-PUD, and compliance with the conditions set forth below, the future annual Assessments shall be reallocated among the subdivided parcels in the manner provided herein.

(A) In order to have the future Assessments reallocated in accordance with the plan of development contained within the Sparkman Ridge R-PUD, the owner shall be required to apply to the City and comply with each of the following conditions:

(1) a recorded plat, approved site plan or comparable document consistent with the Sparkman Ridge R-PUD must be provided to the City sufficient in detail to describe adequately the location of the Tax Parcel and the individual parcels in the proposed subdivision;

(2) the Property Appraiser must have assigned distinct ad valorem property tax identification numbers to each individual subdivided parcel identified in the approved Sparkman Ridge R-PUD or committed in writing to assign such numbers prior to the next ensuing August 1 or any later date approved by the City that will not prevent timely certification of the Assessment Roll in accordance with the Uniform Assessment Collection Act;

(3) a proposed reallocation of the future Assessments to each individual parcel must be provided to the City based upon the rules for assigning Assessment Units as set forth in paragraph (B) below; provided however, that no portion of the future Assessments may be reallocated to property proposed for dedication to the public or to common use of the subdivided parcels in the Sparkman Ridge R-PUD;

(4) the property owner shall pay an assessment reallocation fee to the City for each individual parcel resulting from the subdivision, in an amount to be established by resolution of the City Council.

(B) The Assessment Units to be assigned to each Tax Parcel within the Assessment Area shall be determined as follows:

(1) The ninety-four (94) Single Family Dwelling Units to be constructed in the Sparkman Ridge R-PUD shall be assigned one EDU each.

(2) The one hundred eight (108) Townhomes to be constructed in the Sparkman Ridge R-PUD shall be assigned 0.61 EDUs each.

(C) If the owner of any Tax Parcel subject to the Assessment subdivides such Tax Parcel and fails to comply with the foregoing conditions, the City shall reallocate the future Assessments among the subdivided parcels based upon the Assessment Unit assignment rules provided in paragraph (B) above in accordance with the Sparkman Ridge R-PUD. At any time and at its sole option in order to provide adequate security for the Obligations, the City may obtain an appraisal of the subdivided parcels and reallocate

the future Assessments based upon the land value, without improvements, reflected in the appraisal. If an appraisal is obtained, the cost of the appraisal will be allocated among the subdivided parcels on the basis of the value reflected therein and added to the Assessment for each subdivided parcel in the Fiscal Year following receipt of the appraisal. It is hereby found and determined that the foregoing methods of reallocating the future Assessments among subdivided parcels is fair and reasonable, taking into consideration the opportunity for reallocation available to the owner and the requirement to provide adequate security for the Obligations.

SECTION 3.06. APPLICATION OF ADDITIONAL PROCEEDS. In the event the City receives excess funds that are not needed in any Fiscal Year for payment of the Debt Service Amount, the Collection Cost Component, the Statutory Discount Amount or the Assessment Administration Amount, then such monies shall be applied as follows: (1) the payment of any remaining unfunded Project Costs; (2) the payment of interest due on the Obligations; (3) the payment of future Collection Costs or Assessment Administration Costs; and (4) to any other legally permissible use.

**ARTICLE IV
GENERAL PROVISIONS**

SECTION 4.01. METHOD OF COLLECTION. The Assessments shall be collected pursuant to the Uniform Assessment Collection Act.

SECTION 4.02. SEVERABILITY. If any clause, section or provision of this Resolution shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said Resolution shall be in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

SECTION 4.03. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

CITY OF ORANGE CITY, FLORIDA

By: _____
Mayor

ROLL CALL VOTE AS FOLLOWS:

Jim Mahoney	_____	Donald C. Sherrill	_____
Tom Laputka	_____	Vacant	_____
Tom Abraham	_____	Jeff H. Alleback, Vice Mayor	_____
Harley Strickland, Mayor	_____		

ADOPTED THIS _____ DAY OF _____, 2009.

ATTEST:

AUTHENTICATED:

Deborah J. Renner, CMC, City Clerk

Mayor

Approved as to form and legal sufficiency:

W. E. Reischmann, City Attorney

APPENDIX A

FORM OF NOTICE TO BE PUBLISHED

To Be Published by March 24, 2009

**[MAP OF ASSESSMENT AREA]
NOTICE OF HEARING TO IMPOSE AND
PROVIDE FOR COLLECTION OF SPECIAL ASSESSMENTS**

Notice is hereby given that the City Council of the City of Orange City, Florida, will conduct a public hearing to consider creation of the Sparkman Ridge Assessment Area, as shown above, and to impose special assessments against the property located therein. The hearing will be held at 7 p.m., or as soon thereafter as the matter can be heard, on April 14, 2009 in the City Council Chambers of at 205 East Graves Avenue, Orange City, Florida for the purpose of receiving public comment on the proposed Assessment Area and assessments. If you are a person with disability who needs any accommodation in order to participate in this proceeding, you are entitled, at not cost to you, to the provision of certain assistance. Please contact the City Manager at (386) 775-5408, or in writing to 205 East Graves Avenue, Orange City, Florida 32763, at least three days prior to the public hearing. All affected property owners have a right to appear at the hearing and to file written objections with the City Council within 20 days of this notice. If a person wishes to appeal any decision made by the City Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

The Assessments have been proposed to fund construction of the Sparkman Avenue road extension project. The assessment for each parcel of property will be based upon the total number equivalent dwelling units (EDUs) to be built on the property. The maximum annual assessment is estimated to be \$333 per EDU. A more specific description is set forth in the Initial Assessment Resolution adopted by the City Council on March 10, 2009. Copies of the Initial Assessment Resolution and the preliminary Assessment Roll are available for inspection at the offices of the City Manager, located at 205 East Graves Avenue, Orange City, Florida.

The assessments will be collected on the ad valorem tax bill, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title. The City Council intends to collect the assessments in 15 annual assessments, the first of which will be included on the ad valorem tax bill to be mailed in November 2009.

If you have any questions, please contact the City at (386) 775-5408.

ORANGE CITY, FLORIDA

APPENDIX B

FORM OF NOTICE TO BE MAILED

**ORANGE CITY, FLORIDA
205 East Graves Avenue
Orange City, Florida 32763**

March 24, 2009

[Property Owner Name]
[Street Address]
[City, State and zip]

Re: Parcel Control Number [Insert Number]
Sparkman Ridge R-PUD Assessment Area

Dear Property Owner:

As you should be aware, an assessment area is being created to fund assessments for certain road improvements in your area. The cost of the road improvements will be funded by assessments against your property.

The assessment for each parcel of property will be based upon the total project cost as allocated among the number of equivalent dwelling units (EDUs) assigned to the property. A more specific description of the assessment program is set forth in the Initial Assessment Resolution adopted by the City Council on March 10, 2009. Copies of the Initial Assessment Resolution and the preliminary Assessment Roll are available for your review at the offices of the City Manager located at 205 East Graves Avenue, Orange City, Florida. Information regarding the assessment for your specific property, including the number of parcel units, is attached to this letter.

The City has secured a bank loan to finance this assessment project. This will permit the cost attributable to your property to be amortized over a period of 15 years.

The annual assessment will include your share of the principal, interest, assessment administration, collection cost, and the amount Florida law requires the City to discount receipts for its annual budget. The maximum annual assessment is estimated to be \$333 per EDU. Annual assessments will be payable for 15 years; however, if there are no significant defaults in payment of the assessments, all or part of the last loan payment may be made from any reserve accounts funded by the loan. The City intends to include annual assessments on your ad valorem tax bill. Failure to pay your assessments

will cause a tax certificate to be issued against the property which may result in a loss of title. The City intends to collect \$798,390 in assessments, inclusive of all administrative and statutory discounts, over the next 15 years for this project.

The City Council will hold a public hearing at 7 p.m., or as soon thereafter as the matter can be heard, on April 14, 2009, in the City Council Chambers at 205 East Graves Avenue, Orange City, Florida, for the purpose of receiving comments on the proposed assessments, including collection on the ad valorem tax bill. You are invited to attend and participate in the public hearing or to file written objections with the City Council prior to or during the hearing. If you decide to appeal any decision made by the City Council with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. If you are a person with a disability who needs any accommodation or an interpreter to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the City Manager at (386) 775-5408, or in writing to 205 East Graves Avenue, Orange City, Florida 32763. If you are hearing or voice impaired, please call

Questions regarding your assessment and the process for collection may be directed to the City at (386) 775-5408.

ORANGE CITY, FLORIDA

*** * * * * SEND NO MONEY NOW. THIS IS NOT AN INVOICE * * * * ***

Sparkman Ridge Assessment Area

[Property Owner Name]

Parcel Control Number [Insert Number]

Total number of EDUs attributed to property:	160
Number of annual payments:	15
Maximum annual payment:	\$333
Expected date of first bill:	November 2009
Total amount of annual payments:	[Insert Amount]
Expected date of last bill:	November 2023

*** * * * * SEND NO MONEY NOW. THIS IS NOT AN INVOICE * * * * ***

APPENDIX C

SPARKMAN RIDGE R-PUD

ATTEST:

Deborah J. Renner, CMC, City Clerk

Approved as to form and legal sufficiency:

W. E. Reischmann, City Attorney

AUTHENTICATED:

Mayor

APPENDIX A

FORM OF NOTICE TO BE PUBLISHED

To Be Published by March 24, 2009

**[MAP OF ASSESSMENT AREA]
NOTICE OF HEARING TO IMPOSE AND
PROVIDE FOR COLLECTION OF SPECIAL ASSESSMENTS**

Notice is hereby given that the City Council of the City of Orange City, Florida, will conduct a public hearing to consider creation of the Sparkman Ridge Assessment Area, as shown above, and to impose special assessments against the property located therein. The hearing will be held at 7 p.m., or as soon thereafter as the matter can be heard, on April 14, 2009 in the City Council Chambers of at 205 East Graves Avenue, Orange City, Florida for the purpose of receiving public comment on the proposed Assessment Area and assessments. If you are a person with disability who needs any accommodation in order to participate in this proceeding, you are entitled, at not cost to you, to the provision of certain assistance. Please contact the City Manager at (386) 775-5408, or in writing to 205 East Graves Avenue, Orange City, Florida 32763, at least three days prior to the public hearing. All affected property owners have a right to appear at the hearing and to file written objections with the City Council within 20 days of this notice. If a person wishes to appeal any decision made by the City Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

The Assessments have been proposed to fund construction of the Sparkman Avenue road extension project. The assessment for each parcel of property will be based upon the total number equivalent dwelling units (EDUs) to be built on the property. The maximum annual assessment is estimated to be \$333 per EDU. A more specific description is set forth in the Initial Assessment Resolution adopted by the City Council on March 10, 2009. Copies of the Initial Assessment Resolution and the preliminary Assessment Roll are available for inspection at the offices of the City Manager, located at 205 East Graves Avenue, Orange City, Florida.

The assessments will be collected on the ad valorem tax bill, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title. The City Council intends to collect the assessments in 15 annual assessments, the first of which will be included on the ad valorem tax bill to be mailed in November 2009.

If you have any questions, please contact the City at (386) 775-5408.

ORANGE CITY, FLORIDA

APPENDIX B

FORM OF NOTICE TO BE MAILED

**ORANGE CITY, FLORIDA
205 East Graves Avenue
Orange City, Florida 32763**

March 24, 2009

[Property Owner Name]
[Street Address]
[City, State and zip]

Re: Parcel Control Number [Insert Number]
Sparkman Ridge R-PUD Assessment Area

Dear Property Owner:

As you should be aware, an assessment area is being created to fund assessments for certain road improvements in your area. The cost of the road improvements will be funded by assessments against your property.

The assessment for each parcel of property will be based upon the total project cost as allocated among the number of equivalent dwelling units (EDUs) assigned to the property. A more specific description of the assessment program is set forth in the Initial Assessment Resolution adopted by the City Council on March 10, 2009. Copies of the Initial Assessment Resolution and the preliminary Assessment Roll are available for your review at the offices of the City Manager located at 205 East Graves Avenue, Orange City, Florida. Information regarding the assessment for your specific property, including the number of parcel units, is attached to this letter.

The City has secured a bank loan to finance this assessment project. This will permit the cost attributable to your property to be amortized over a period of 15 years.

The annual assessment will include your share of the principal, interest, assessment administration, collection cost, and the amount Florida law requires the City to discount receipts for its annual budget. The maximum annual assessment is estimated to be \$333 per EDU. Annual assessments will be payable for 15 years; however, if there are no significant defaults in payment of the assessments, all or part of the last loan payment may be made from any reserve accounts funded by the loan. The City intends to include annual assessments on your ad valorem tax bill. Failure to pay your assessments

will cause a tax certificate to be issued against the property which may result in a loss of title. The City intends to collect \$798,390 in assessments, inclusive of all administrative and statutory discounts, over the next 15 years for this project.

The City Council will hold a public hearing at 7 p.m., or as soon thereafter as the matter can be heard, on April 14, 2009, in the City Council Chambers at 205 East Graves Avenue, Orange City, Florida, for the purpose of receiving comments on the proposed assessments, including collection on the ad valorem tax bill. You are invited to attend and participate in the public hearing or to file written objections with the City Council prior to or during the hearing. If you decide to appeal any decision made by the City Council with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. If you are a person with a disability who needs any accommodation or an interpreter to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the City Manager at (386) 775-5408, or in writing to 205 East Graves Avenue, Orange City, Florida 32763. If you are hearing or voice impaired, please call

Questions regarding your assessment and the process for collection may be directed to the City at (386) 775-5408.

ORANGE CITY, FLORIDA

*** * * * * SEND NO MONEY NOW. THIS IS NOT AN INVOICE * * * * ***

Sparkman Ridge Assessment Area

[Property Owner Name]

Parcel Control Number [Insert Number]

Total number of EDUs attributed to property:	160
Number of annual payments:	15
Maximum annual payment:	\$333
Expected date of first bill:	November 2009
Total amount of annual payments:	[Insert Amount]
Expected date of last bill:	November 2023

*** * * * * SEND NO MONEY NOW. THIS IS NOT AN INVOICE * * * * ***

APPENDIX C

SPARKMAN RIDGE R-PUD

DEVELOPER'S AGREEMENT
For
SPARKMAN RIDGE R-PUD

July 15, 2005

THIS AGREEMENT, entered into and made as of the 8th day of August, 2005, by and between the **CITY OF ORANGE CITY, FLORIDA**, (hereinafter referred to as the "City"), and **SPARKMAN, LLC**, registered to do business in Florida as a limited liability company (hereinafter referred to as the "Sparkman").

WITNESSETH

WHEREAS, Sparkman, LLC is the owner and developer of certain real property lying within the municipal boundaries of the City of Orange City; consisting of a 50.72 acre parcel of land which is situated on the north side of West Rhode Island Avenue approximately 1,961.00 feet west of South Volusia Avenue (US 17-92). 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 Exhibit "A" (hereinafter referred to as the "Property"); and

WHEREAS, the Sparkman Ridge R-PUD Application was duly and properly filed herein on the 29th day of July, 2004, as required by City code, and all fees and costs which are by law or regulation or ordinance required, are to be borne and paid by Sparkman, have been paid; and

WHEREAS, Sparkman has met with the Technical Review Committee (TRC) on the 14th day of October 2004, as required by Section 8.7.22.E.3 of the City's Land Development Code Ordinance number 157; and

WHEREAS, the Orange City Planning Commission held a public hearing on the 1st day of June, 2005, and has reviewed and recommended approval of the Sparkman Ridge R-PUD Application and Preliminary R-PUD Master Development Plan herein attached as Exhibits "B" and "C"; and

WHEREAS, the City Council of Orange City held a public hearing on the 28th day of June, 2005, and has reviewed and approved the Sparkman Ridge zoning classification from R-1 Low Density Residential to R-PUD Residential Planned Unit Development. Said approval was performed by the adoption of Ordinance Number 245.

WHEREAS, the City Council of Orange City held a public hearing on the 28th day of June, 2005, and has reviewed and approved the Sparkman Ridge R-PUD Application and the Preliminary R-PUD Master Development Plan. Said approval was performed by the adoption of Resolution Number 214-05.

WHEREAS, Sparkman desires to develop this real property for residential purposes, in accordance with the Sparkman Ridge Preliminary R-PUD Master Development Plan; and

WHEREAS, Sparkman desires to facilitate the orderly development of the Property, in compliance with the laws and regulations of the City, and of other governmental authorities, and Sparkman desires to ensure that its development is compatible with other properties in the area and planned traffic patterns; and

WHEREAS, this Agreement is entered into in accordance with the provisions in the City's Land Development Code, Ordinance number 157, establishing guidelines and standards for a residential development

n

NOW in consideration of the mutual promises and covenants herein contained, the City and Sparkman agree as follows:

SECTION 1. RECITALS

The above recitals are true and correct and form a material part of the Agreement.

SECTION 2. OWNERSHIP & LEGAL DESCRIPTION OF PROPERTY

Sparkman represents that it is the present owner of the land subject to this agreement. The legal description of the land subject to this Agreement and referenced as the "Property", is set forth in Exhibit "A" Legal Description and Exhibit "C" Preliminary R-PUD Master Development Plan attached hereto and by this reference made a part hereof.

SECTION 3. TITLE OPINION/CERTIFICATION.

Sparkman will provide to the City, in advance of the City's execution of this Agreement, a title opinion of any attorney licensed in Florida, or a certification by an abstractor or title company authorized to do business in Florida, showing marketable title to the Property to be in the name of the Sparkman and showing all liens, mortgages, easements, and other encumbrances not satisfied or released of record.

SECTION 4. SUBORDINATION/JOINDER.

Unless otherwise agreed to by the City, all liens, mortgages, and other encumbrances not satisfied or released of record, must be subordinated to the terms of this Agreement or the lien holder join in this Agreement. It shall be the responsibility of Sparkman to promptly obtain the said subordination or joinder, in form and substance acceptable to the City Attorney, prior to the City's execution of the Agreement.

SECTION 5. AGREEMENTS

Sparkman agrees to proceed with the proposed development according to the provisions of the City's land development codes and such other conditions as may be attached to this development agreement. Sparkman agrees to provide agreements, contracts, deed restrictions and sureties acceptable to the City Council for completion of the development 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. Sparkman shall form the Sparkman Ridge Homeowner's Association (hereinafter referred to as the "Association"), which shall be responsible for the operation and maintenance of all common area facilities and stormwater retention facilities as reflected on the Preliminary R-PUD Master Development Plan. Sparkman agrees 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 6. OBLIGATIONS.

Should Sparkman fail to undertake and complete its obligations as described in this Agreement, to the City's Land Development Code then the City shall give Sparkman thirty (30) days written notice to commence and ninety (90) days to complete said required obligation. If Sparkman fails to complete the obligations within the ninety (90) day period then the City, without further notice to Sparkman at 3348 Edgewater Drive, Orlando, Florida 32804 or its successors in interest, may, without prejudice to any other rights or remedies it may have, perform any and all of the obligations described in this Agreement. Further, the City is hereby authorized to assess the actual and verified cost of completing the obligations required under this Agreement against the Property. The lien of such assessments shall be superior to all others, and all existing lien holders and mortgagees, by their execution of the subordination or joinder documents, agree to subordinate their liens or mortgages to the City's said liens or assessments. Notice to Sparkman and its successors in interest shall be deemed to have been given upon the mailing of notice to the above-mentioned address.

SECTION 7. DESCRIPTION OF DEVELOPMENT

A. This property will be developed as set forth in the Exhibit "C" Preliminary R-PUD Master Development Plan attached hereto and by this reference made a part hereof, containing ten (10) sheets.

B. The Development Plan consists of this "Development Agreement" and all of the Exhibits mentioned herein as follows: (1.) Exhibit "A" Legal Description; (2.) Exhibit "B" Sparkman Ridge R-PUD Application; and (3.) Exhibit "C" Preliminary R-PUD Master Development Plan, which shall be filed and retained for public inspection in the office of the City's Development Services Department.

C. 8.6.16.B.1 Allowable Uses

The principal allowable uses are ninety-four (9) single-family residential dwelling units and one hundred eight (108) townhome units. Accessory uses allowed within the common areas shall include an active and passive recreational park, nature trail, mail kiosk and drainage detention areas. All of the common areas shall be owned, operated and maintained by the Association and constructed pursuant to the Preliminary R-PUD Master Development Plan and R-PUD zoning designation contained in the City's Land Development Code in effect on the date of approval of this Agreement.

D. 8.7.22 C Open Space

Common open space has been provided in excess of 30 percent of the total gross acreage of the Sparkman Ridge R-PUD. The common open space includes active and passive recreation areas, with residents having physical access to the playgrounds, nature trails and other similar open spaces. Passive facilities such as picnic tables and nature trails will be placed in a manner that functions with the site's natural amenities or recreational needs of future residents. Provisions for maintenance of the common open space has been provided in this development agreement. Common open space areas will be owned and maintained by the Association. Land designated as common open space shall be dedicated to the Association by plat, deed or other appropriate legal instrument satisfactory to the City Attorney and usable by all residents of the Sparkman Ridge R-PUD. Such instrument shall be binding upon Sparkman, its successors and assigns, and shall constitute a covenant running with the land and be in recordable form.

Open Space Calculation

LAND USE	SF	ACRES
OPEN SPACE REQUIRED (30%) 50.72 - 1.33 (Sparkman ROW) x 0.30 =	645,428.52	14.82
MISC. OPEN SPACE	371,432.18	8.53
PARK	131,986.80	3.03
STORMWATER POND	384,007.30	8.82
BUFFER	94,879.80	2.18
EASEMENT	23,919.05	0.55
BUFFER WITHIN LOTS 60-103	5,662.80	0.13
OPEN SPACE PROVIDED (45.82%)	1,011,887.93	23.24

E. 8.7.22 D Underground Utilities

Within the Sparkman Ridge R-PUD, all utility distribution lines, including but not limited to telephone, television cable and electrical systems, shall be installed underground.

**F. 8.7.22.E 6.c Land Use Analysis
 Property Analysis / Land Use Table**

	SF	ACRES	% OF PARCEL
TOWNHOMES	319,579.03	7.33	14.45
SINGLE FAMILY	549,601.54	12.61	24.88
RIGHT-OF-WAY (INTERNAL)	275,961.86	6.34	12.50
SPARKMAN AVE. RIGHT-OF-WAY	58,144.29	1.33	2.64

STORMWATER POND	384,007.30	8.82	17.37
MISC. OPEN SPACE	371,432.18	8.53	16.82
PARK (202 DU X .015 = 3.03 Acres)	131,986.80	3.03	5.97
BUFFER	94,879.80	2.18	4.29
EASEMENT	23,919.05	0.55	1.08
TOTAL AREA	2,209,511.85	50.72	100

G. 8.7.22.6.d Density

The project will include ninety-four (94) single-family residential lots and one hundred eight (108) townhomes. The gross density is 3.98 units per acre. The total number of dwelling units per acre of land and proposed density of use meets all requirements as follows:

	Minimum	Proposed
Maximum Residential Density	0-4 du per acre	3.98 du per acre

H. 8.7.22.6.e Building Height

The building height for Sparkman Ridge R-PUD is a maximum 35-foot height.

I. 8.7.22.6.f Spacing and Floor Areas:

A. Single Family residences:

The minimum building spacing for single-family residences is 10-foot and the single family dwelling unit floor area is 1,200 square foot minimum, which is the dwelling unit floor area required for R-1 zoning district.

B. Townhomes:

The minimum building spacing for townhome units is 20-foot. The proposed dwelling unit floor area for the townhomes is 1,000 square foot minimum.

J. 8.7.22.6.g Lot and Yard Sizes

Single Family:

- Lot Area: 5,500 square foot minimum
- Lot width: 50 feet minimum (measured at front or rear setback line)
- Lot depth: 110 feet minimum
- Front yard setback: 20 feet minimum (principal and accessory structure)
- Side yard setback: 5 feet minimum (principal and accessory structure)
- Rear yard setback: 20 feet minimum (principal structure)
5 feet minimum (accessory structure)
- Lot Coverage*: 50.9% maximum
- Building Height: 35 feet maximum
- Dwelling Unit Size: 1,200 square feet minimum

*Total lot area covered by principal and accessory structures. Pools, pool screen enclosures, non-enclosed patios and driveways are excluded from this requirement.

Townhomes:

Lot Area:	2,860 square foot minimum
Lot width:	26 feet minimum
Lot depth:	110 feet minimum
Front yard setback:	20 feet minimum (principal and accessory structure)
Side yard setback:	0 feet minimum (principal and accessory structure)
Rear yard setback:	20 feet minimum (principal structure) 5 feet minimum (accessory structure)
Lot Coverage*:	63.6% maximum
Building Height:	35 feet maximum
Dwelling Unit Size:	1,000 square feet minimum
Maximum Building Length:	210 feet
Distance between Townhome structures or Townhome and single family Structure:	20 feet minimum

*Total lot area covered by principal and accessory structures. Pools, pool screen enclosures, non enclosed patios and driveways are excluded from this requirement.

K. 8.7.22.6.h Infrastructure Disposition

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

Wastewater sewer service will be provided to the development through a central sewer collection system interconnected to Orange City Utilities and treated by West Volusia Utilities. The wastewater system will be owned and maintained by Orange City Utilities.

Stormwater design and management of this project will be in conformance with Chapter 12 of the Orange City Land Development Code Ordinance number 157. The stormwater conveyance system will be owned and maintained by Orange City, following acceptance.

L. Completion Schedule

Sparkman agrees to commence construction on the property within one (1) year after the date of the approval of the Preliminary R-PUD Master Development Plan and the approvals by all governmental agencies required to develop the Sparkman Property in accordance with the Preliminary R-PUD Master Development Plan. If substantial construction has not begun within the one-year period, or substantial progress has not been made during any six-month period following commencement of construction, a one time extension of one (1) year may be granted by the City Council upon written request of Sparkman as per ordinance.

On-site and off-site improvements necessary to sustain the ultimate development of the property will be accomplished in a single phase. These improvements will include the installation of a potable water distribution system, a sanitary sewer collection system, a stormwater drainage detention system, and an internal and external roadway system, in conformance with the future plans for the site based upon the Preliminary R-PUD Master Development Plan, herein attached as Exhibit "C".

M. 8.6.16.F Off Street Parking

Two off-street parking spaces will be provided for each dwelling unit, thereby meeting the requirements of Section 8.7.7 of the Orange City Land Development Code. The parking spaces will be accommodated within the driveway for single-family residences, and within the driveway and garage for townhome residences. No townhome garage shall be enclosed permanently or converted to another use

without the substitution of another attached enclosed garage of the same kind of or matching material, and which shall conform architecturally to the construction of the dwelling unit.

N. 8.6.16.G Transportation Impact Analysis

Traffic access to this site will be in accordance with the submitted Exhibit "C" Preliminary R-PUD Master Development Plan, with access limited to one primary ingress/egress access on Sparkman Avenue and one secondary ingress/egress access on Rhode Island Avenue. A transportation impact analysis report has been prepared according to the Institute of Transportation Engineers Trip Generation Manual, latest edition, indicating 1,668 vehicle trips per day.

The conceptual configuration of proposed streets, which depict access into and traffic flow within the development, with particular reference to the separation of vehicular traffic from pedestrian or other types of traffic are referenced or depicted on the Exhibit "C" Preliminary R-PUD Master Development Plan. The proposed traffic accessing the Sparkman Ridge Single Family Residential Planned Unit Development (R-PUD) will be from internal streets that meet the minimum standards as per the City's Design Standards manual, and will be dedicated to the City as public streets.

Sparkman shall dedicate that portion of South Sparkman Avenue and West Rhode Island Avenue lying within the Property, upon the determination by the City of the alignment of said rights of ways, in exchange for traffic impact fee credits equal to the fair market value of such real property. Such impact fee credits shall be allocated by the County of Volusia. The City shall cooperate with Sparkman to provide the County with any documentation necessary to assist Sparkman in obtaining said impact fee credits.

When and if they are warranted, Sparkman agrees to assist the City by providing a location and allowing the installation of a bus bench and/or bus shelter on the project.

O. Signage

Signage shall be permitted as shown on the attached Exhibit "C" Preliminary R-PUD Master Development Plan and in accordance with the City's sign regulations and ordinances in effect at time of request for development approval except as otherwise provided in paragraph P below. The City agrees to allow a temporary development/sales signage at the intersection of Sparkman Avenue and Rhode Island Avenue during the development of the site and so long as a model home is located within the development.

P. Land Development Code Departure

Departures from the Land Development Code		
	Required	Proposed
Minimum lot size or area (single family)	9,000 square feet	5,500 square feet
Minimum lot size or area (townhome)	9,000 square feet	2,860 square feet
Minimum lot width (single family)	75 feet	50 feet
Minimum lot width (townhome)	75 feet	28 feet
Minimum front yard setback	25 feet	20 feet
Minimum side yard setback (single family)	10 feet	5 feet
Minimum side yard setback (townhome)	10 feet	0 feet
Minimum rear yard setback (principal structure)	30 feet	20 feet
Minimum rear yard setback (accessory structure)	10 feet	5 feet
Minimum rear yard setback (accessory structure) (Swimming pool, swimming pool screen enclosure)	10 to 15 feet	5 feet
Maximum lot coverage (single family) *	30 percent	50.9 percent
Maximum lot coverage (townhome) *	30 percent	63.6 percent
Minimum dwelling unit floor area (townhome)	1,200 square feet	1,000 square feet

Tree diameter inches * (See Q below)	4,501	4,501
Freestanding monument entry signs	64 square feet at each entrance	64 square feet at each entrance

*Does not include swimming pools, swimming pool screen enclosures, non-enclosed patios or driveways.

Q. The required minimum number of tree diameter inches following development of the site is 4,501, of which 2,250 diameter inches must consist of preserved trees onsite. Any portion of the 2,250 diameter inches not preserved or removed must be replaced with an additional 25 percent of that number of diameter inches not preserved. For example, if 1,000 diameter inches are preserved and 1,250 are removed, then the 1,250 that is removed must be replaced together with another twenty five percent (25%) (i.e. 312 diameter inches) added, for a total of 2,562 diameter inches. Thus, the total minimum number of tree diameter inches shall be increased by 312 resulting in a total of 4,812 (diameter inches).

SECTION 8. LANDSCAPE AND BUFFERING

All landscaping, buffering and on-site preservation of trees shall be as provided in the Preliminary R-PUD Master Development Plan attached as Exhibit "C" and shall otherwise conform to the landscaping requirements of the Orange City Land Development Code Ordinance number 157 except as may be otherwise provided in Section 7 of this Agreement, pertaining to Stipulations.

Twelve months following completion of the development, and issuance of the certificates of occupancy, the Development Services Department will conduct an on-site visual inspection of the tree and landscaping to assure that the trees and landscaping are healthy, and meet applicable City codes. Any dead, dying, or substandard vegetation must be replaced at that time by the Sparkman Ridge HOA.

SECTION 9. VEHICULAR AND PEDESTRIAN AREAS

All vehicular and pedestrian areas within the road rights of way will be dedicated to the City, and shall be owned and maintained by the City, following acceptance.

SECTION 10. EXPANSIONS, AMENDMENTS & MODIFICATIONS TO THIS AGREEMENT.

A. Expansions, amendments, and modifications to this Development Agreement, if requested by Sparkman, may be permitted as approved following review by the Planning Commission and in conformance with the City's Land Development Code Ordinance number 157.

B. Minor modifications to this agreement, requested by Sparkman, may be authorized by the City Manager or his designee.

SECTION 11. APPLICABLE 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 developer of Sparkman's Property contained in the City's Land Development Code Ordinance number 157. Failure to list any approval or permit required by Federal, State or local laws shall not be construed to release Sparkman 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 12. AGREEMENT TO BE BINDING

This Developer's Agreement, including any and all supplementary orders and resolutions, together with the approved development plan and all final site plans shall be binding upon Sparkman and their successors and assigns in title or interest. The provisions of the Developer's 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 13. ENFORCEMENT

In the event that enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, Sparkman 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 the 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 the property for said monies, until said are paid, in addition to such other obligations as this agreement may impose upon the Property and Sparkman. Interest on unpaid overdue sums shall accrue at the right of eighteen percent (18%) compound annually or at the maximum rate allowed by law.

SECTION 14. INDEMNIFICATION

Sparkman and its assigns and successors in interest shall indemnify and hold harmless the City from and against all claims, demands, disputes, damages, costs, expenses (to include attorney's fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the City as a result, directly or indirectly, of the use or development of the property described in Paragraph 2 above, except those claims or liabilities caused by or arising from the gross negligence of the City, or its employees or agents. It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the Property, including, but not limited to, drainage or sewer plans, fire safety, or quality of construction, whether or not inspected, approved, or permitted by the City.

SECTION 15. COMPLIANCE

Sparkman agrees that 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, within the common areas shall be continuously maintained by the Association 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 or certificates of occupancy or approvals, should Sparkman fail to comply with the terms of this Agreement.

SECTION 16. UTILITY EASEMENTS

Sparkman shall provide to the City such easements and other legal documentation, in form mutually acceptable to the City Attorney and Sparkman, 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.

SECTION 17. CONCURRENCY AND VESTED RIGHTS

Sparkman acknowledges and agrees that prior to the issuance of any building permit(s) for the Property, Sparkman must have received and be in the possession of a valid unexpired Certificate of Capacity. The Certificate of Capacity verifies the reservation of infrastructure capacity sufficient to permit development pursuant to the Preliminary R-PUD Master Development Plan approved on June 28, 2005, for the Property without causing a reduction in the levels of service adopted in the City's comprehensive plan. The Certificate of Capacity shall be effective for a term as defined in the Land Development Code. Neither this Developer's Agreement nor the Preliminary R-PUD Master Development Plan approved shall create or result in a vested right or rights to develop the Property without a current and valid Certificate of Capacity. Upon the issuance of a valid Certificate of Capacity, the Developer's Agreement and the Preliminary R-PUD Master Development Plan shall create vested rights to develop the Property in accordance herewith.

SECTION 18. DURATION OF AGREEMENT

The duration of this Agreement shall be for a term of fifteen (15) years from the effective date of this Agreement. If development of Sparkman's Property is not completed in accordance with the terms and conditions of this Agreement and applicable laws of the State of Florida, Volusia County and the City within fifteen (15) years from the effective date of this Agreement, then and in that event, this Agreement shall be null and void and the City shall not be precluded, prohibited or estopped from redesignating and/or rezoning all or any portion of Sparkman's Property.

SECTION 19. RESOLUTIONS AND REGULATIONS

This Agreement shall not operate as a limitation upon the City to require Sparkman 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 Sparkman's Property and Sparkman's 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 Sparkman from complying with any development requirement, condition, term or restriction.

SECTION 20. PERIODIC REVIEW

The City shall review Sparkman's Property at least once every 12 months to determine if there has been demonstrated good faith compliance with the terms of this Agreement.

SECTION 21. SUBSEQUENTLY ENACTED STATE AND FEDERAL LAW

If state or federal laws are enacted after the execution of this Agreement which are applicable to and preclude the parties' compliance with the terms of this Agreement, this Agreement shall be modified or revoked as is necessary to comply with the relevant state or federal laws.

SECTION 22. GOVERNING LAW; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The Venue for purpose of litigation shall be the Seventh Judicial Circuit in Volusia County, Florida.

SECTION 23. HOLD HARMLESS AGREEMENT

Sparkman hereby agree to and shall hold the City, its elected and appointed boards, commissions, officers, agents and employees harmless from any liability for damage or claims for damages for personal injury, including death, as well as claims for property damage which may arise from Owner/Developer or their respective contractors, agents or employees operating under this Agreement, whether such operations be by Sparkman or by any of its respective contractors or subcontractors, agents or employees.

SECTION 24. COOPERATION IN THE EVENT OF LEGAL CHALLENGE

In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provisions of this Agreement, the parties hereby agree to cooperate in defending such action.

SECTION 25. CITY'S OBLIGATIONS

This Agreement shall not be deemed to pledge the credit of the City nor to make the City a co-venturer or partner of Sparkman.

SECTION 26. 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/DEVELOPER'S REPRESENTATIVES:

Sparkman, LLC

Ronald N. Schwartz
3348 Edgewater Drive
Orlando, FL 32804
Telephone: 407 342-3648
Fax: 407 422 4089

LENDERS:

First Commercial Bank
John Casebier
945 S. Orange Avenue
Orlando, FL 32806
Telephone: 407 645 3273
Fax: 407 645 1128

CITY'S REPRESENTATIVES:

John J. McCue, City Manager
City of Orange City
205 East Graves Avenue
Orange City, Florida 32763

Should any party identified above change, 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 Sparkman's obligation to identify its lender(s) to all parties in a fashion as is required for notices herein.

SECTION 27. RECORDING

This Developer's Agreement shall be recorded, at Owner/Developer's 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 28. SUBSEQUENT COSTS

The cost of defending this Developer's Agreement from third party challenges, in any form, shall be born by Sparkman.

SECTION 29. TIME IS OF THE ESSENCE

Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Developer's Agreement.

SECTION 30. ENTIRE AGREEMENT/CONTINUING EFFECT/EFFECT UPON OTHER AGREEMENTS

A. This Developer's Agreement constitutes the entire agreement between the parties as to the matters set forth herein and supersedes all previous understandings, discussions and agreements to the contrary as to all matters set forth herein whether oral, expressed or implied.

B. No variations, modifications, amendments or changes shall be binding upon the parties unless set forth in a written agreement executed by all parties of equal dignity herewith.

C. This Developer's Agreement may be one in a series of development approvals relating to Sparkman's Property. This Developer's Agreement shall not operate to supersede, release or satisfy any commitment or condition in any other development order or permit, nor shall the entry of this Developer's Agreement operate to limit the imposition of terms, conditions and commitments in other development orders or permits unless inconsistent herewith.

SECTION 31. NON-WAIVER

No consent or waiver, expressed or implied, by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this Developer's Agreement shall be deemed or construed to constitute consent or waiver, to or of, any other breach or default in the performance of that party, of the same or of any other objection of performance incumbent upon that party. Failure on the part of any party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this Developer's Agreement, at law, or in equity.

SECTION 32. CONSTRUCTION

A. This Developer's Agreement shall not be construed against any party on the basis of it being the drafter of the Developer's Agreement. The parties agree that the parties herein played an equal part in reciprocity in drafting this Developer's Agreement.

B. Capitalized terms contained herein shall have no more force nor effect than uncapitalized terms.

C. Captions and section headings in this Developer's Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, construction or meaning of this Developer's Agreement.

D. There are no third party beneficiaries to this Agreement. This Developer's Agreement is entered into exclusively for the benefit of the parties herein.

SECTION 33. FURTHER ASSURANCES

A. Each party hereto agrees to sign any other and further instruments and documents, consistent herewith, as may be necessary and proper in order to give complete effect to the benefits deriving from the terms and conditions of this Developer's Agreement.

B. Sparkman warrants that it will cause the holders of any and all mortgages and liens relating to Sparkman's Property to execute the Joinder attached to this Developer's Agreement. If Sparkman fails to attain such joinder, said party shall lose all rights and benefits deriving hereunder.

SECTION 34. CURATIVE PERIODS

No default as to any provision of this Agreement on the part of either the City or Sparkman shall be claimed or charged by either party against the other until notice thereof has been given to the defaulting party in writing, and such default remains uncured for a period of ten (10) days after such notice. Each party hereto shall have the right to seek specific performance in circuit court for any uncured defaults as to any provision of this Agreement. The prevailing party in any litigation to enforce the terms of this Agreement shall be entitled to reasonable attorney's fees and costs from the defending party associated with said litigation.

SECTION 35. SEVERABILITY

If any part of this Developer's Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Developer's 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 Developer's Agreement is declared severable.

SECTION 36. 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 Sparkman's Property have executed a Joinder by Mortgagee/Lien holder; and (3) Ordinance No. 245 shall become effective as provided in Section 4.

IN WITNESS WHEREOF, Sparkman and the City have executed this Agreement as of the day and year first above written.

Signed, Sealed and Delivered
In the Presence of:

Kathleen A. Salmieri
Signature of Witness #1
Printed Name: Kathleen A. Salmieri

Madelyn Boelter
Signature of Witness #2
Printed Name: Madelyn Boelter

SPARKMAN, LLC
Ronald N. Schwartz
By: [Signature]
Signature
Printed Name: Ronald N. Schwartz
Title: Manager

MAILING ADDRESS:
3348 Edgewater Drive
Orlando, FL 32804

Signature of Witness #1
Printed Name: _____

By: _____
Signature
Printed Name: _____
Title: _____

Signature of Witness #2
Printed Name: _____

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 21st day of July, 2005, by Ronald Schwartz as Manager of Sparkman, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced N/A as identification and who did (did not) take an oath.



Madelyn Boelter
Notary Public
Printed Name: Madelyn Boelter
My commission expires: 8/9/06

Approved as form and
legality for use and reliance by the
City of Orange City, Florida.

WR
William E. Reischmann, Jr., Esquire

CITY OF ORANGE CITY, FLORIDA

By: Albert T. Erwin
Albert T. Erwin, Mayor

ATTEST:

By: Deborah J. Renner
Deborah J. Renner, City Clerk

MAILING ADDRESS:
205 East Graves Avenue
Orange City, Florida 32763

STATE OF FLORIDA)
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me this 24 day of August, 2005, by ALBERT T. ERWIN and DEBORAH J. RENNER, 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.

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

Barbara Turno
Notary Public
Printed Name: BARBARA TURNO
My commission expires: July 14, 2009

This instrument prepared by:
Kim C. Booker, Esquire
Booker & Associates, P.A.
2582 South Volusia Avenue
Orange City, Florida 32763

To be returned to:
Jim Kerr
City of Orange City
205 E. Graves Avenue
Orange City, Florida 32763


NOTARY PUBLIC-STATE OF FLORIDA
 BarBara Turno
Commission # DD450962
Expires: JULY 14, 2009
Bonded Thru Atlantic Bonding Co., Inc.

Exhibit A

Legal Description Sparkman Ridge R-PUD Property

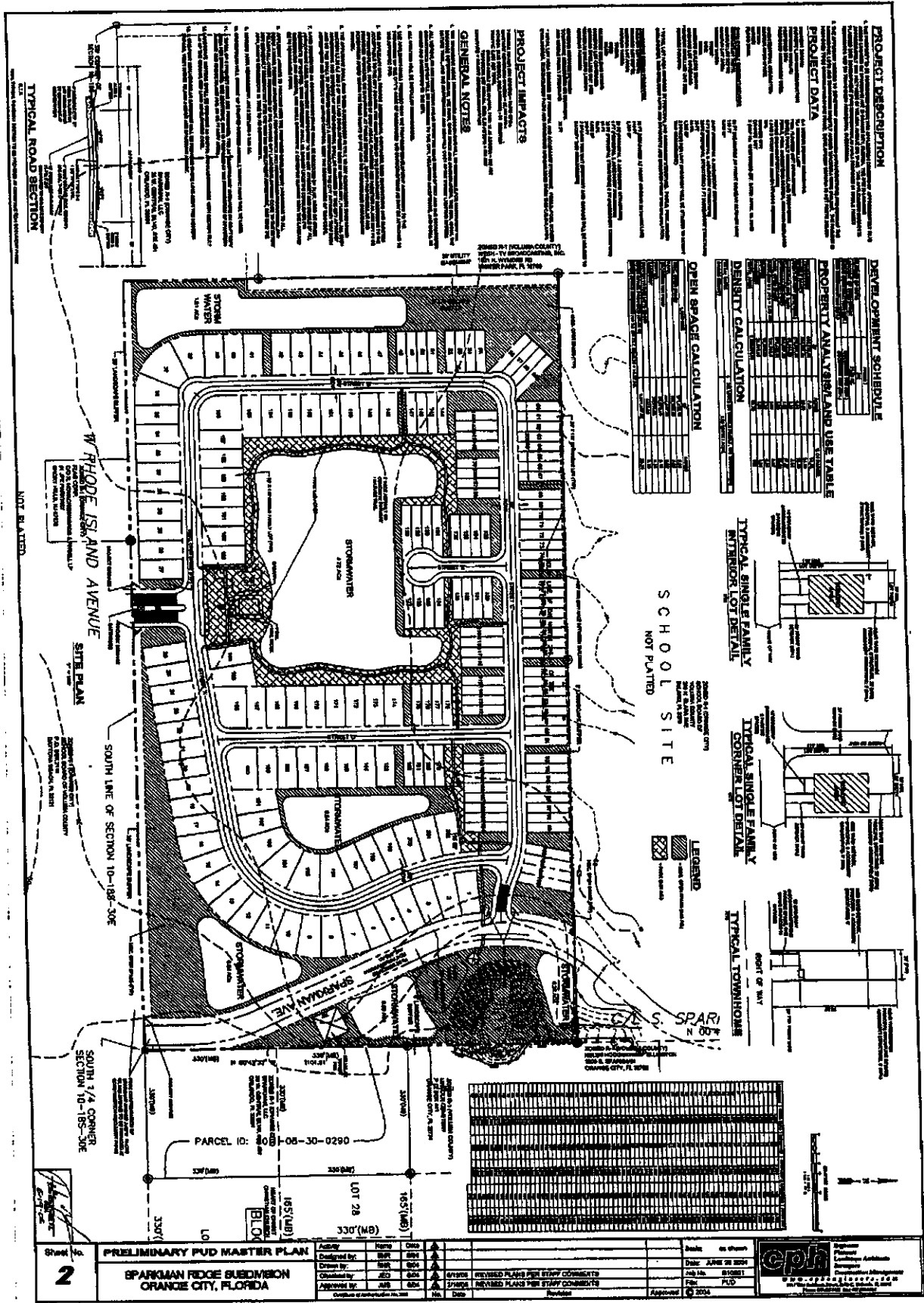
Parcel ID: 8010-00-00-0020

Acreage: 50.72

Legal
Description: A portion of Section 10, Township 18 South, Range 30 East being in Volusia County, Florida, more particularly described as follows:

Begin at the South $\frac{1}{4}$ corner of Section 10, Township 18 South, Range 30 East being in Volusia County, Florida; thence run S89°38'34"W along the South line of the Southwest $\frac{1}{4}$ of said Section 10 for a distance of 1998.90 feet to the East line of the West 660.00 feet of the Southwest $\frac{1}{4}$ of said Section 10; thence N00°37'21"W along the East line of the West 660.00 feet of the Southwest $\frac{1}{4}$ of said Section 10 for a distance of 1109.77 feet; thence N 89°52'06"E along the South line of the North 216.50 feet of the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of said Section 10 for a distance of 1997.29 feet to a point on the centerline of Sparkman Avenue, Block 30, Map of Orange City as recorded in Map Book 3, Page 86 of the Public Records of Volusia County, Florida and also being the East line of the Southwest $\frac{1}{4}$ of said Section 10; thence S00°42'33"E along the East line of the Southwest $\frac{1}{4}$ of said Section 10 for a distance of 1101.91 feet to the Point of Beginning.

Containing 2,209,512 square feet (50.72 acres, more or less)



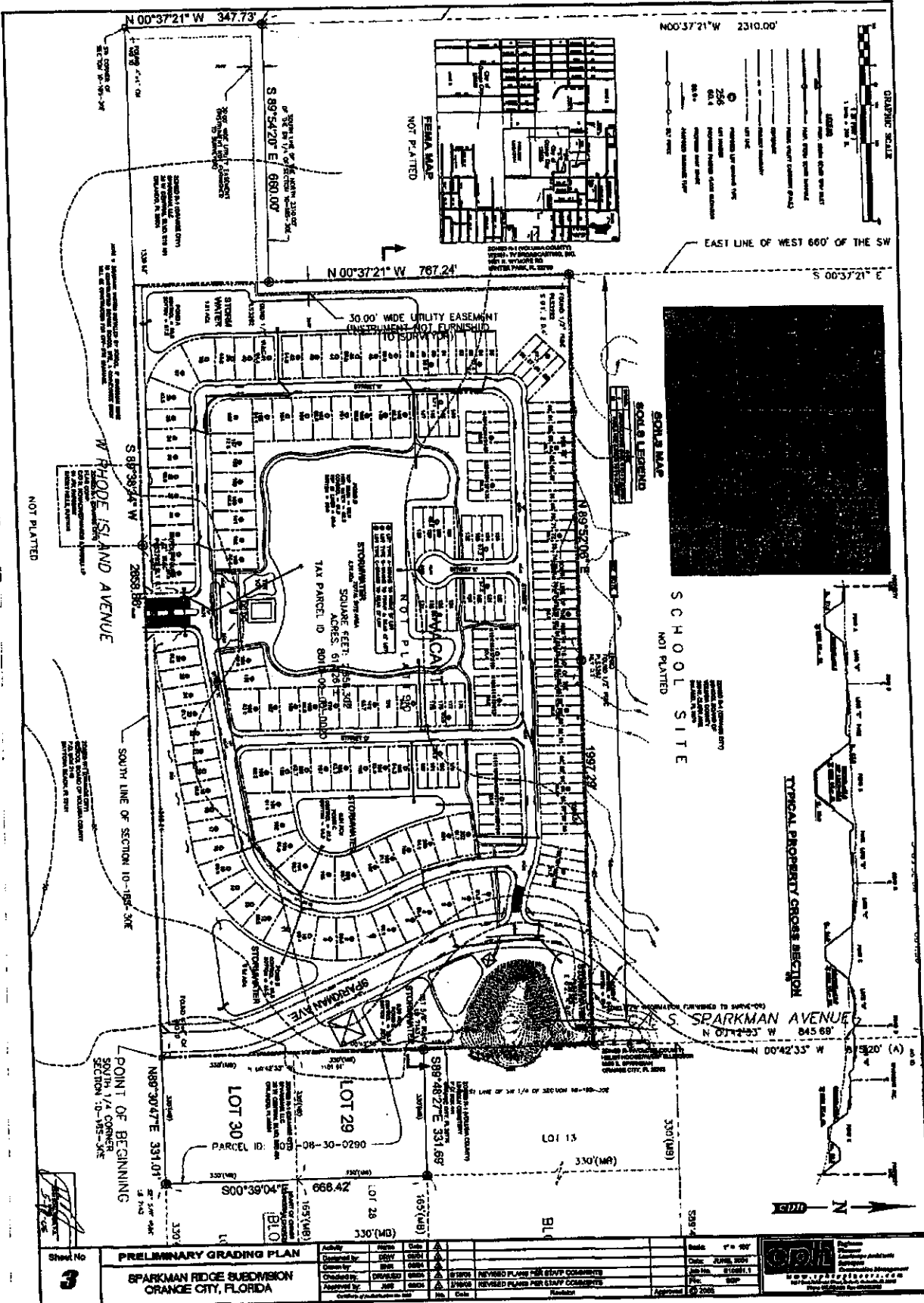
Sheet No. **2**

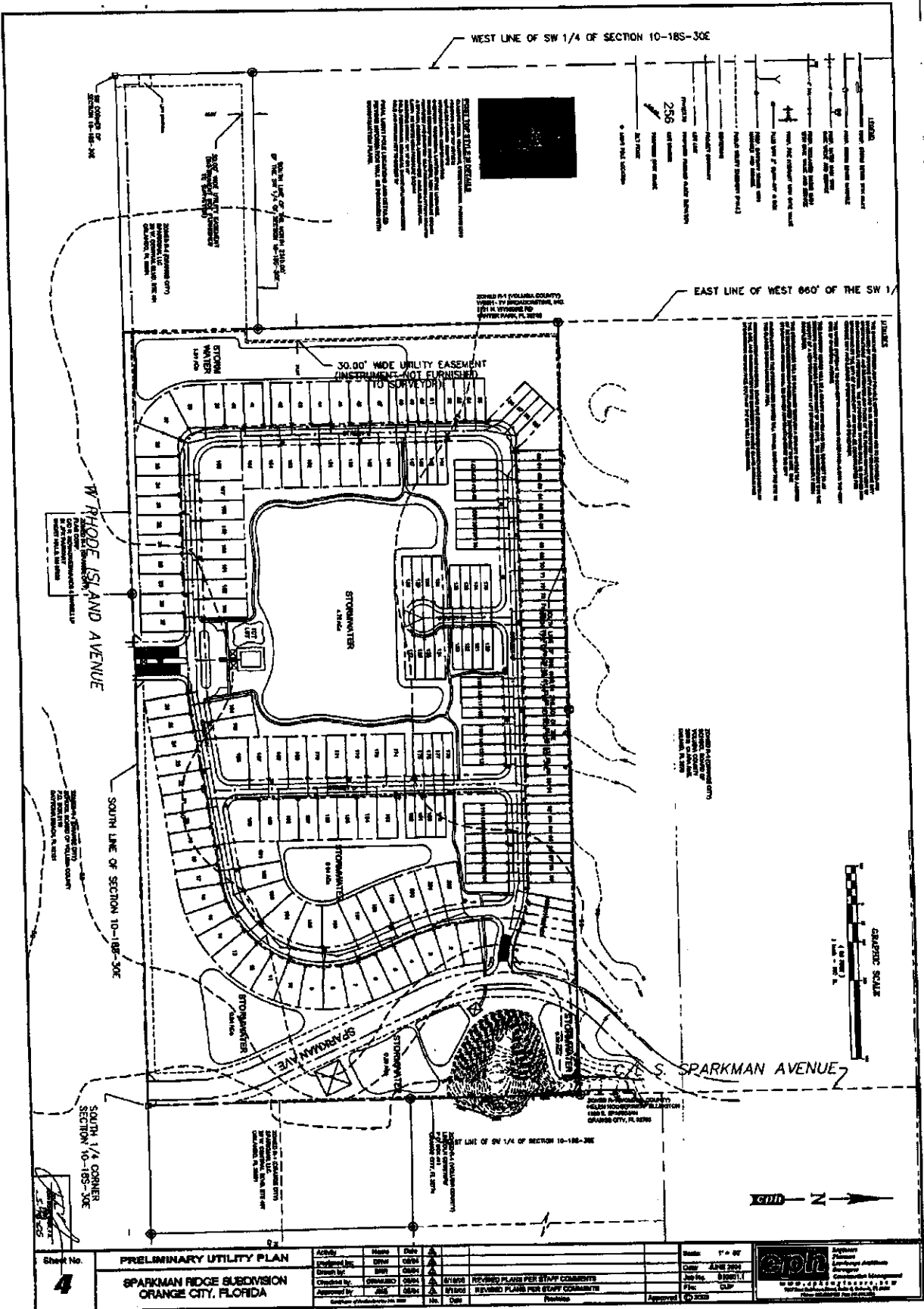
PRELIMINARY PUD MASTER PLAN
SPARKMAN RIDGE SUBDIVISION
ORANGE CITY, FLORIDA

Author	BR	08/01/04	
Checked by	BR	08/01/04	
Drawn by	BR	08/01/04	
Observed by	JSD	08/01/04	
Approved by	JMS	08/01/04	
City/County	ORANGE CITY, FLORIDA		
Project No.	08-05-30-0290		
Scale	AS SHOWN		
Date	AUG 18 2004		
Job No.	010081		
File	PUD		
Approved	[Signature]	08/18/04	

Revised Plans per Staff Comments
Revised Plans per Staff Comments

epb
Engineering & Planning
Professional Seal
Professional Engineer
No. 12345
State of Florida
Exp. 12/31/08
1000 N. Orange Ave., Suite 200
Orange, FL 32801
Phone: (407) 251-1234
Fax: (407) 251-5678
www.epb.com





WEST LINE OF SW 1/4 OF SECTION 10-18S-30E

W RHODE ISLAND AVENUE

SOUTH LINE OF SECTION 10-18S-30E

SOUTH 1/4 CORNER SECTION 10-18S-30E

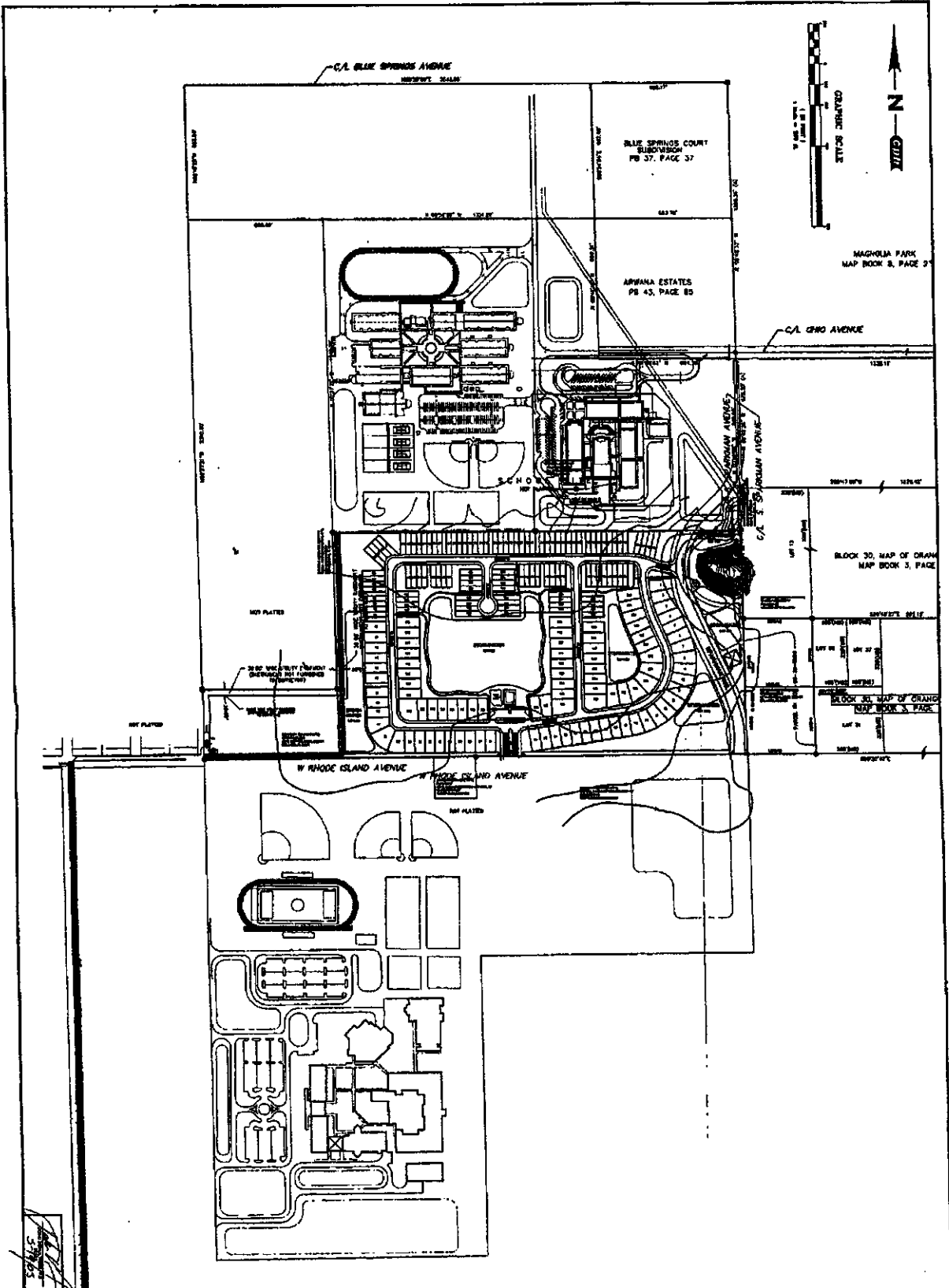
30.00' WIDE UTILITY EASEMENT (INSTRUMENT NOT FURNISHED TO SURVEYOR)

EAST LINE OF WEST 660' OF THE SW 1/4

S SPARKMAN AVENUE

GN N

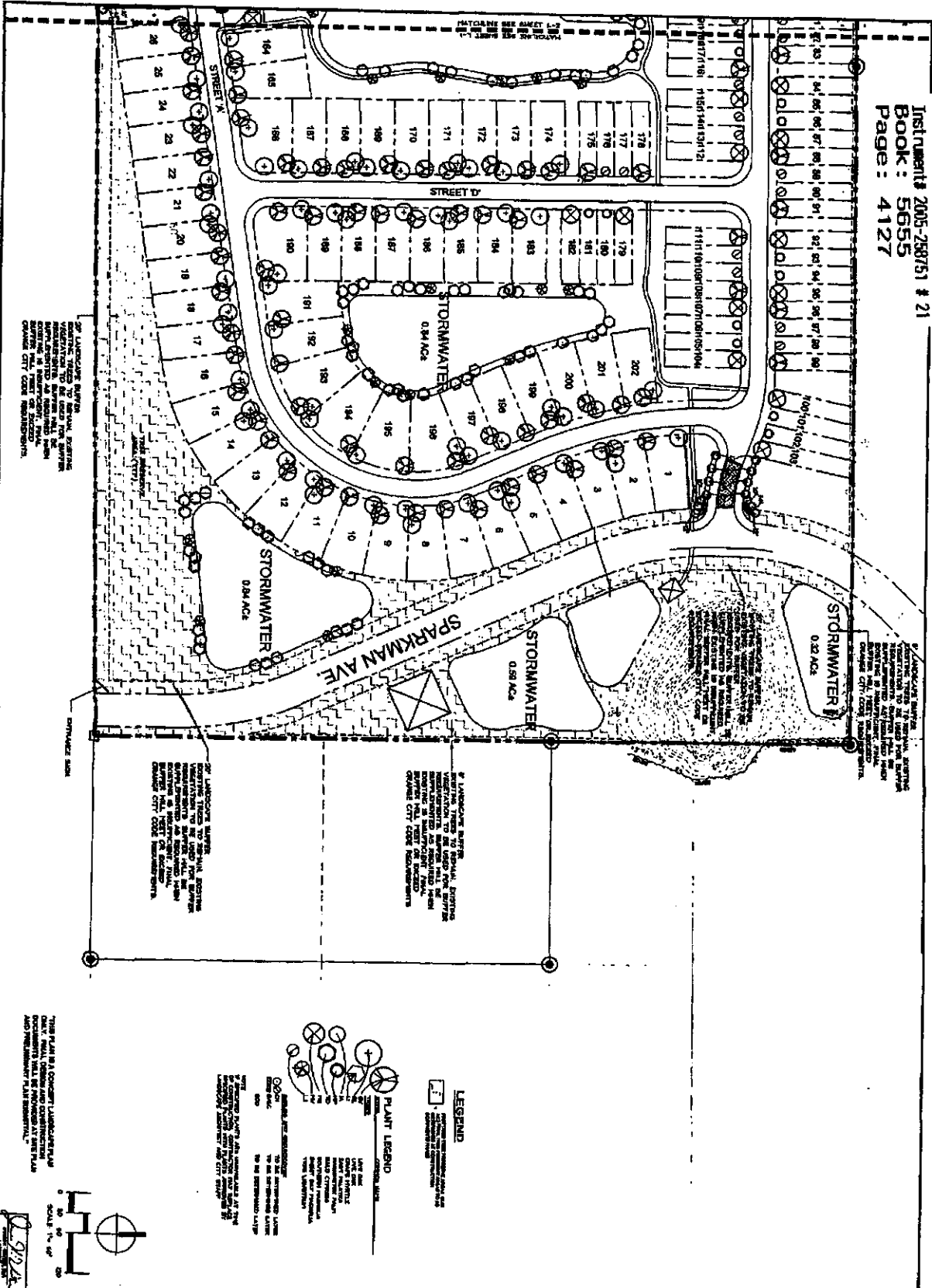
Sheet No. 4	PRELIMINARY UTILITY PLAN		Scale: 1" = 60'		
	SPARKMAN RIDGE SUBDIVISION ORANGE CITY, FLORIDA		Drawn by: JMM	DATE: APR 2007	
Checked by: JMM	Drawn by: JMM	DATE: APR 2007	APPROVED PER STAFF COMMENTS	APPROVED PER STAFF COMMENTS	APPROVED PER STAFF COMMENTS
Approved by: JMM	DATE: APR 2007	DATE: APR 2007	DATE: APR 2007	DATE: APR 2007	DATE: APR 2007



5/24/05
[Signature]

Sheet No. 5	COMPOSITE/GENERAL AREA PLAN SPARKMAN RIDGE SUBDIVISION ORANGE CITY, FLORIDA	<table border="1"> <tr> <th>Activity</th> <th>Name</th> <th>Date</th> <th>Δ</th> </tr> <tr> <td>Designed by:</td> <td>SPYK</td> <td>02/04</td> <td>Δ</td> </tr> <tr> <td>Drawn by:</td> <td>SMH</td> <td>02/04</td> <td>Δ</td> </tr> <tr> <td>Checked by:</td> <td>DRP/RC</td> <td>02/04</td> <td>Δ</td> </tr> <tr> <td>Approved by:</td> <td>JAB</td> <td>02/04</td> <td>Δ</td> </tr> </table>	Activity	Name	Date	Δ	Designed by:	SPYK	02/04	Δ	Drawn by:	SMH	02/04	Δ	Checked by:	DRP/RC	02/04	Δ	Approved by:	JAB	02/04	Δ	<table border="1"> <tr> <th>Activity</th> <th>Name</th> <th>Date</th> <th>Δ</th> </tr> <tr> <td>Revised Plans per Staff Comments</td> <td>SPYK</td> <td>02/04</td> <td>Δ</td> </tr> <tr> <td>Revised Plans per Staff Comments</td> <td>SPYK</td> <td>02/04</td> <td>Δ</td> </tr> </table>	Activity	Name	Date	Δ	Revised Plans per Staff Comments	SPYK	02/04	Δ	Revised Plans per Staff Comments	SPYK	02/04	Δ	Date: 1" = 200' Date: JUNE 28, 2004 Job No.: S19001.1 Plan: SUBDIVISION	CPH Planning Engineering Surveying Construction Management Environmental Professional Services
		Activity	Name	Date	Δ																																
Designed by:	SPYK	02/04	Δ																																		
Drawn by:	SMH	02/04	Δ																																		
Checked by:	DRP/RC	02/04	Δ																																		
Approved by:	JAB	02/04	Δ																																		
Activity	Name	Date	Δ																																		
Revised Plans per Staff Comments	SPYK	02/04	Δ																																		
Revised Plans per Staff Comments	SPYK	02/04	Δ																																		

Instrument# 2005-258751 # 21
Book : 5655
Page : 4127

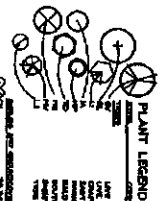


FOR LANDSCAPE MARKERS, INDICATING TYPES TO BE USED FOR SITEWORK, REFER TO THE LANDSCAPE PLAN. ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY CODE REQUIREMENTS. ORANGE CITY CODE REQUIREMENTS.

FOR LANDSCAPE MARKERS, INDICATING TYPES TO BE USED FOR SITEWORK, REFER TO THE LANDSCAPE PLAN. ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY CODE REQUIREMENTS. ORANGE CITY CODE REQUIREMENTS.

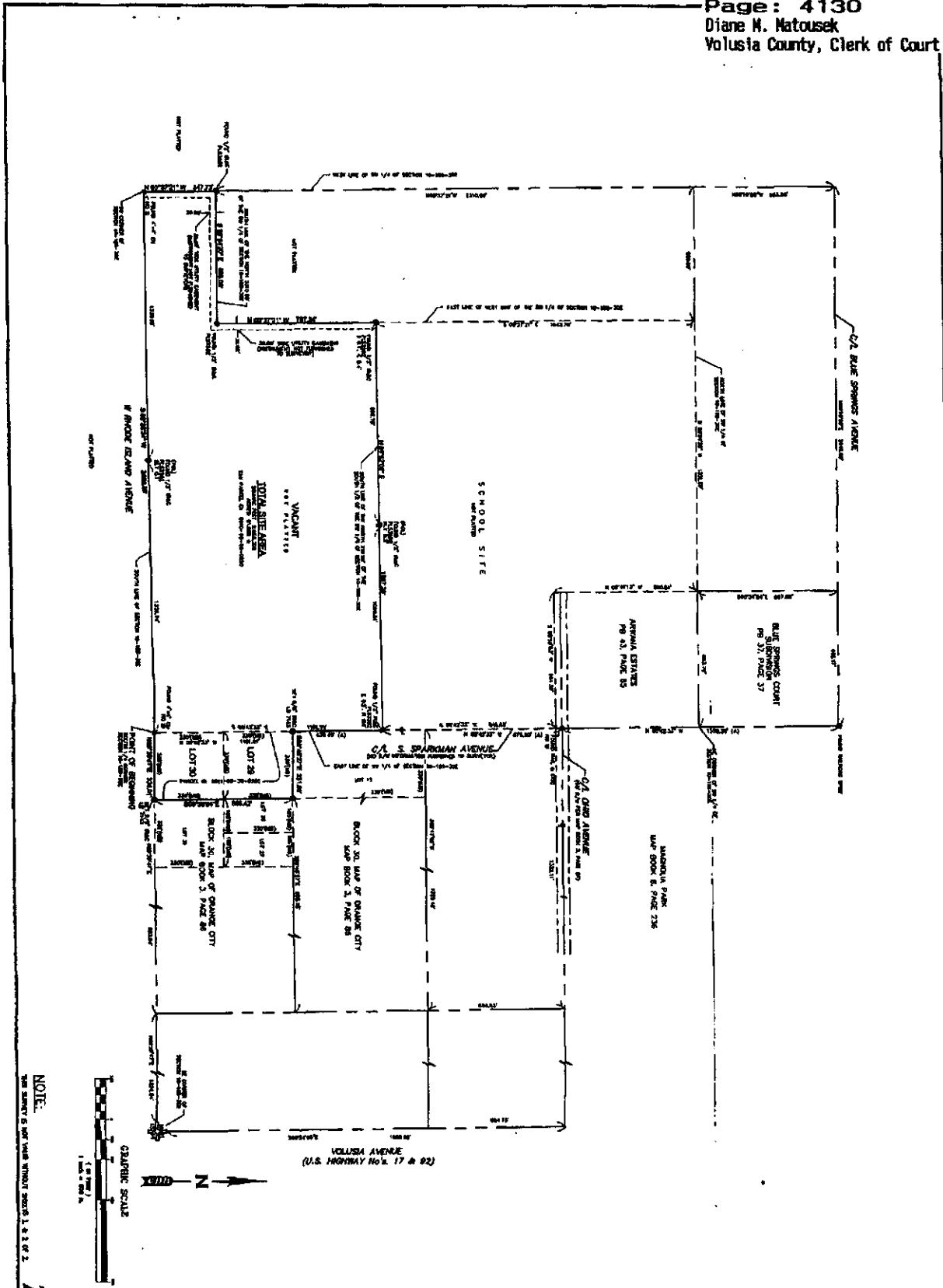
THIS PLAN IS A PRELIMINARY LANDSCAPE PLAN. IT IS SUBJECT TO CHANGE WITHOUT NOTICE. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF ORANGE. THE CITY OF ORANGE SHALL BE RESPONSIBLE FOR THE FINAL REVIEW AND APPROVAL OF THIS PLAN.

FOR LANDSCAPE MARKERS, INDICATING TYPES TO BE USED FOR SITEWORK, REFER TO THE LANDSCAPE PLAN. ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY CODE REQUIREMENTS. ORANGE CITY CODE REQUIREMENTS.



LEGEND
SYMBOLS FOR LANDSCAPE MARKERS AND UTILITIES

Sheet No. L-2	PRELIMINARY LANDSCAPE PLAN SPARKMAN ROAD LLC SPARKMAN RIDGE ORANGE CITY, FLORIDA	<table border="1"> <tr> <th>Name</th> <th>Date</th> <th>By</th> <th>Check</th> </tr> <tr> <td>Designed by</td> <td>05/01/05</td> <td>MSJ</td> <td>MSJ</td> </tr> <tr> <td>Checked by</td> <td>05/01/05</td> <td>MSJ</td> <td>MSJ</td> </tr> <tr> <td>Approved by</td> <td>05/01/05</td> <td>MSJ</td> <td>MSJ</td> </tr> </table>	Name	Date	By	Check	Designed by	05/01/05	MSJ	MSJ	Checked by	05/01/05	MSJ	MSJ	Approved by	05/01/05	MSJ	MSJ	<table border="1"> <tr> <td>Date:</td> <td>5/1/05</td> </tr> <tr> <td>Scale:</td> <td>AS SHOWN</td> </tr> <tr> <td>Job No.:</td> <td>05001</td> </tr> <tr> <td>Project:</td> <td>SPARKMAN RIDGE</td> </tr> <tr> <td>Client:</td> <td>SPARKMAN ROAD LLC</td> </tr> </table>	Date:	5/1/05	Scale:	AS SHOWN	Job No.:	05001	Project:	SPARKMAN RIDGE	Client:	SPARKMAN ROAD LLC	<p>GPH Professional Engineer Professional Architect Professional Surveyor Professional Landscape Architect</p>
Name	Date	By	Check																											
Designed by	05/01/05	MSJ	MSJ																											
Checked by	05/01/05	MSJ	MSJ																											
Approved by	05/01/05	MSJ	MSJ																											
Date:	5/1/05																													
Scale:	AS SHOWN																													
Job No.:	05001																													
Project:	SPARKMAN RIDGE																													
Client:	SPARKMAN ROAD LLC																													



NOTE:
THIS SURVEY IS NOT VALID WITHOUT SECTIONS 1 & 2 OF 2.

Sheet No. 2 of 2	BOUNDARY SURVEY SPARKMAN, L.L.C. SPARKMAN RIDGE RESIDENTIAL SUBDIVISION 101 S. SPARKMAN AVENUE, ORANGE CITY, FLORIDA	Activity: Boundary Survey Date: 1/14/05 Drawn by: W.C.S. Checked by: W.C.S. Approved by: W.C.S.	Scale: 1"=50' Date: 1/14/05 Job No.: 010000 Plot: 010000.DWG © 2005	
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