

**JOINT PLANNING AREA AGREEMENT  
BETWEEN THE COUNTY OF VOLUSIA AND  
CITY OF DELTONA**

This Joint Planning Area Agreement ("Agreement") is made and entered into this 5th day of December, 2008, by and between the County of Volusia, Florida, a political subdivision of the State of Florida, ("COUNTY") and the City of Deltona, a Florida municipal corporation ("CITY").

**RECITALS**

**WHEREAS**, it is beneficial to the public for local governments to work together in a spirit of harmony and cooperation; and

**WHEREAS**, both the County and City exercise comprehensive planning authority pursuant to Chapter 163, Florida Statutes, the *Local Government Comprehensive Planning and Land Development Regulation Act*, and enforce land development regulations to regulate the development of land within the respective areas of jurisdiction of each party; and

**WHEREAS**, the County and City have authority to enter into this Agreement pursuant to Section 163.3171, Florida Statutes; and

**WHEREAS**, the local planning agencies of both the County and City have considered this Agreement and recommend its adoption to the Volusia County Council and Deltona City Commission; and

**WHEREAS**, pursuant to Section 163.3171(3), Florida Statutes, this Agreement has been approved at advertised public hearings held by both the Volusia County Council and Deltona City Commission.

NOW, THEREFORE, in consideration of the covenants made by each party to the other and of the mutual advantages to be realized by the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the County and City hereby agree as follows:

**Section 1. Recitals.** The above Recitals are true and correct and are incorporated herein by reference.

**Section 2. Authority.** This Agreement is entered into pursuant to: (1) Chapters 125, 163, 164 and 166, Florida Statutes, (2) the general authority of Section 163.01, Florida Statutes, relating to interlocal agreements and (3) the Charters of the County and City.

**Section 3. Definitions.** For the purposes of this Agreement, the following terms shall have the meanings set forth in this section unless otherwise indicated by the context:

A. "Agreement" means this *Joint Planning Area Agreement Between The County of Volusia and City of Deltona*.

B. "City" means the City of Deltona, a Florida municipal corporation.

C. "City Code" means the Code of Ordinances, City of Deltona.

D. "City Comprehensive Plan" means the Comprehensive Plan of the City of Deltona, in effect as of the Effective Date of this Agreement, as it may from time to time be amended.

E. "City Future Land Use Map" means the City of Deltona Future Land Use Map, as it may from time to time be amended.

F. "County" means the County of Volusia, Florida.

- G. "County Code" means the Code of Ordinances, County of Volusia.
- H. "County Comprehensive Plan" means the Volusia County Comprehensive Plan, in effect as of the Effective Date of this Agreement, as it may from time to time be amended.
- I. "County Future Land Use Map" means the Volusia County Comprehensive Plan Future Land Use Mapping Series, Chapter 1, Future Land Use Element, as it may from time to time be amended.
- J. "Department" means the Florida Department of Community Affairs.
- K. "Development Order" shall have the same meaning as set forth in Section 163.3164(7), Florida Statutes (2007).
- L. "Effective Date" means the date when the last one of the County and City has signed this Agreement, which date will be inserted on page 1 of this Agreement.
- M. "Land Development Regulations" means that as defined by Section 163.3164(23), Florida Statutes (2007).
- N. "Osteen Joint Planning Area" or "Osteen JPA" means those lands which, as of the Effective Date, (1) are located in incorporated County or incorporated City, and (2) lie within the Joint Planning Area as depicted in Exhibit "A," Osteen JPA Boundary, attached hereto and by this reference made a part hereof.
- O. "Osteen Joint Planning Area Proposed Land Use Map" or "Osteen JPA Proposed Land Use Map" means that certain map attached hereto as Exhibit "C" and by this reference made a part hereof which graphically depicts the boundaries of the Joint Planning Area and corresponding proposed future land uses for lands located within the

Joint Planning Area which are contained in Exhibit "B" and by this reference made a part hereof.

P. Map "A" means the "Environmental Core Overlay Map" as recommended by the Volusia Smart Growth Implementation Committee Final Report of August 2005 and as modified by the Volusia Council of Governments Smart Growth Committee on October 19, 2007. A copy of said map is attached hereto as Exhibit "E."

Q. "Planning Act" means Part II of Chapter 163, Florida Statutes, also known as the Local Government Comprehensive Planning and Land Development Regulation Act and as it may from time to time be amended.

R. "VGMC" means the Volusia Growth Management Commission.

**Section 4. Term.** The term of this Agreement shall commence on the Effective Date and shall continue unless otherwise terminated in accordance with Section 9.

**Section 5. Joint Planning Area.**

A. Designation. The County and City hereby designate those lands graphically depicted in Exhibit "A" the Osteen Joint Planning Area.

B. Osteen Local Plan. The County and City agree to consider for transmittal identical proposed amendments to their respective comprehensive plans as part of their 09-1 large-scale comprehensive plan amendment cycle which are consistent, unless otherwise agreed to by the parties, with the future land uses depicted and described in the Osteen Joint Planning Area Proposed Land Use Map which shall be referred to as the Osteen Local Plan. The County and City agree to the following process for implementing this Agreement:

1. *Preparation of Local Plan.* Nothing in this Agreement is intended to bind the parties to adopt the Osteen Local Plan; however, it is the intent of the parties to have their respective planning staffs proceed in good faith and with due diligence to jointly prepare a proposed Osteen Local Plan which implements the land use categories and related provisions in Exhibits "B" and "C" for the Osteen Joint Planning Area for inclusion in the County Comprehensive Plan and City Comprehensive Plan. The County Manager and City Manager shall mutually agree on a proposed Osteen Local Plan.

2. *Public Hearings.* The County and City shall each conduct a public hearing on the proposed Osteen Local Plan before their respective local planning agencies in accordance with Section 163.3174(4)(a), Florida Statutes. Any suggested changes to the proposed Osteen Local Plan by either local planning agency shall be forwarded to the County Manager and City Manager for their review. No modifications shall be made to the proposed Osteen Local Plan unless mutually agreed to by the County Manager and City Manager. Any suggested modifications by the local planning agencies which are not incorporated into the proposed Osteen Local Plan shall be clearly identified in writing for consideration by each governing body at the transmittal hearing provided for in Section 5(B)(3).

3. *Transmittal.* The County Council and City Commission agree to conduct a joint transmittal hearing by April 30, 2009. Any decision to transmit the Osteen Local Plan shall be made in accordance with any applicable local requirements by each governing body. In the event the County and City transmit the Osteen Local Plan to the Department in accordance with Section 163.3184(3), Florida Statutes,

the parties agree to cooperate and coordinate their efforts in responding to objections, recommendations, and comments from the Department regarding the proposed amendment.

4. *Certificate of Consistency.* The County and City shall file a joint application for a certificate of consistency with the VGMC simultaneously with transmittal of the Osteen Local Plan in accordance with Section 90-35 of the County Code and the Volusia County Charter. The parties agree to cooperate and coordinate their efforts in responding to any request for additional information issued to either the County or City by the VGMC. The County and City agree to jointly defend, at each party's sole expense, the application for consistency before the VGMC and any subsequent judicial proceedings necessary to achieve a final determination of consistency.

5. *Adoption.* In the event the parties jointly transmit the Osteen Local Plan in accordance with Section 5(B)(3), the County and City agree to conduct a joint adoption hearing on the proposed Osteen Local Plan no later than 80 days of receipt of a certificate of consistency from the VGMC and receipt of report of objections, recommendations and comments from the Department in accordance with Section 163.3184(6)(c), Florida Statutes, whichever is later received. Any decision to adopt the Osteen Local Plan shall be made in accordance with any applicable local requirements by each governing body. In the event the County and City jointly adopt the Osteen Local Plan and submit it to the Department in accordance with Section 163.3184(7), Florida Statutes, the parties agree to jointly defend, at each party's sole expense, said amendments before the Division of

Administrative Hearings of the Department of Management Services and Administration Commission, including subsequent appellate proceedings.

6. *Land Development Regulations.* The County and City agree to adopt land development regulations that are consistent with the Osteen Local Plan to be implemented no later than 12 months from the issuance of a final order determining the Osteen Local Plan in compliance in accordance with Section 163.3184(9), or until the Administration Commission issues a final order determining the Osteen Local Plan to be in compliance in accordance with Section 163.3184(10), Florida Statutes. In accordance with Section 164.3194(1)(b), Florida Statutes, during the interim period when the Osteen Local Plan has legal effect and the adoption of these implementing land development regulations by each party, the provisions of the Osteen Local Plan shall govern any action taken in regard to an application for development order within the Osteen Joint Planning Area.

C. Jurisdiction. The County and City shall retain planning authority over all lands within the Joint Planning Area which are within their respective jurisdictions.

D. Future Annexation. Annexation of land within the Osteen Joint Planning Area shall be governed by Chapter 171, Florida Statutes and any other applicable general law. This Agreement shall not be interpreted to contractually restrict the City's authority to annex land within the Osteen Joint Planning Area; nor shall this Agreement be interpreted to waive any challenge by the County to any annexation by the City.

E. Amendments to Osteen Local Plan. No amendment to the Osteen Local Plan may be adopted by either party absent written approval by the other party.

F. Termination by Inaction. Should either party fail to transmit the Osteen Local Plan by April 30, 2009 or adopt the Osteen Local Plan in accordance with §5(B)(5), this Agreement shall terminate and be rendered null and void.

G. Protection of Existing Industrial Zoning. There are six (6) partial or full parcels within the Osteen Joint Planning Area which are zoned I-1, Light Industrial Classification, under the County Code that would be inconsistent with the future land uses depicted and described in the Joint Planning Area Proposed Land Use Map. The parcels are identified in Exhibit "D-1" and "D-2." The Osteen Local Plan shall not change the future land use designation for said parcels in such a way that has the effect of removing any of the present or potential uses and other applicable requirements within the I-1 zoning classification for said parcels under the Zoning Code, County of Volusia, which are in effect on the date of this Agreement.

H. The County and the City recognize, notwithstanding the ECO overlay or other land use designations, that the City intends to construct and operate a wastewater treatment plant on a parcel of land located in the Osteen JPA described in the legal description attached as Exhibit "F."

**Section 6. Consultation and Coordination.** In furtherance of the joint planning objectives of this Agreement, the respective planning staffs of the County and City shall consult with each other and exchange information on any petition for voluntary annexation received by the City and any application for a development permit received by either the County or City for a property located within the Joint Planning Area.

**Section 7. Conflict Resolution.** The respective staffs of the County and the City shall attempt to resolve any disagreements which arise in regard to the interpretation



or enforcement of this Agreement. Should the respective staffs be unable to resolve a disagreement, the County and City shall initiate and proceed through the conflict resolution procedures set forth in Chapter 164, Florida Statutes. If there is a failure to resolve the conflict, no later than 30 days following the conclusion of the conflict resolution procedures within Chapter 164, the County or City may file an action in circuit court.

**Section 8.**    **Notices.**    All notices, consents, approvals, waivers and elections which any party shall be requested or shall desire to make or give under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained or certified mail. Notices shall be addressed to the addresses set forth below or that a party may otherwise designate in the manner prescribed herein.

If to the County:        County Manager  
County of Volusia  
123 West Indiana Avenue  
DeLand, Florida 32720

With copies to:        Growth and Resource Management Director  
County of Volusia  
123 West Indiana Avenue  
DeLand, Florida 32720

County Attorney  
County of Volusia  
123 West Indiana Avenue  
DeLand, Florida 32720

If to the City:        City Manager  
City of Deltona  
2345 Providence Boulevard  
Deltona, Florida 32725

With copies to:        Planning and Development Services Director  
City of Deltona  
2345 Providence Boulevard

Deltona, Florida 32725

City Attorney  
City of Deltona  
2345 Providence Boulevard  
Deltona, Florida 32725

Notices, consents, approvals, waivers and elections shall be deemed given when received by the party for whom intended at such party's address first herein specified, or such other address as such party may have substituted therefore by notice to the other.

**Section 9. Termination.** The parties may mutually terminate this Agreement in writing at any time.

**Section 10. Miscellaneous.**

A. Entire Agreement. This Agreement embodies and constitutes the entire understandings of the parties with respect to the subject matter addressed herein, and all prior or contemporaneous agreements, understandings, representations and statement, oral or written, are merged into this Agreement.

B. Amendment. This Agreement may not be modified or waived orally and shall only be amended pursuant to any instrument in writing and jointly executed by all of the parties hereto, shall be enforceable by, binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Any party to this Agreement shall have the right, but not the obligation, to waive in writing the rights or conditions herein reserved for the benefit of such party.

C. Venue. This Agreement shall be governed by the laws of the State of Florida, and venue for any action to enforce the provisions of this Agreement shall be in the Circuit Court in and for Volusia County, Florida.

D. Headings. The headings of the Sections of this Agreement are inserted for convenience or reference and in no way define, limit or describe the scope or intent of, or otherwise affect this Agreement.

E. Representations. All covenants, agreements, representations and warranties made herein shall be deemed to have been material and relied on by each party to this Agreement.

F. Construction. The provisions of this Agreement shall be liberally construed (i) as an expression of inter-governmental cooperation enabling each party to make the most efficient use of its powers in furtherance of the objectives of the Planning Act, and (ii) to effectuate the purposes hereof and the powers conferred by this Agreement. All parties have participated in the preparation of this Agreement, and the provisions hereof shall not be construed for or against any party by reason of authorship.

G. Severability. If any provision of this Agreement is declared invalid by laws applicable thereto the invalidity shall not affect other validity enacted portions of this Agreement.

H. Filing. A fully executed original of this Agreement shall be filed with the Clerk of the Circuit Court of Volusia County, Florida, as required by and in compliance with the provisions of Section 163.01(11), Florida Statutes.

I. Third Parties. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto.

J. Attorneys' Fees and Costs. Each party shall pay its own costs and attorneys' fees relating to any dispute, mediation or litigation arising out of this Agreement.

IN WITNESS WHEREOF, the County and the City have executed this Agreement on behalf of the County and the City, respectively, and have set their seals hereto as of the date set forth above.

COUNTY OF VOLUSIA

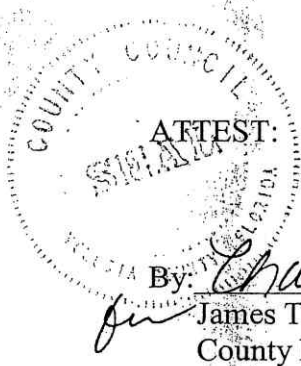
CITY OF DELTONA

By: Frank T. Bruno, Jr.  
Frank T. Bruno, Jr.  
County Chair

By: Dennis Mulder  
Dennis Mulder  
City Mayor

Date: 12/4/08  
SEAL

Date: 11/24/08  
SEAL



ATTEST:  
By: James T. Dinneen  
James T. Dinneen  
County Manager

ATTEST:  
By: Faith G. Miller  
Faith G. Miller  
City Manager

Date: 12-5-08

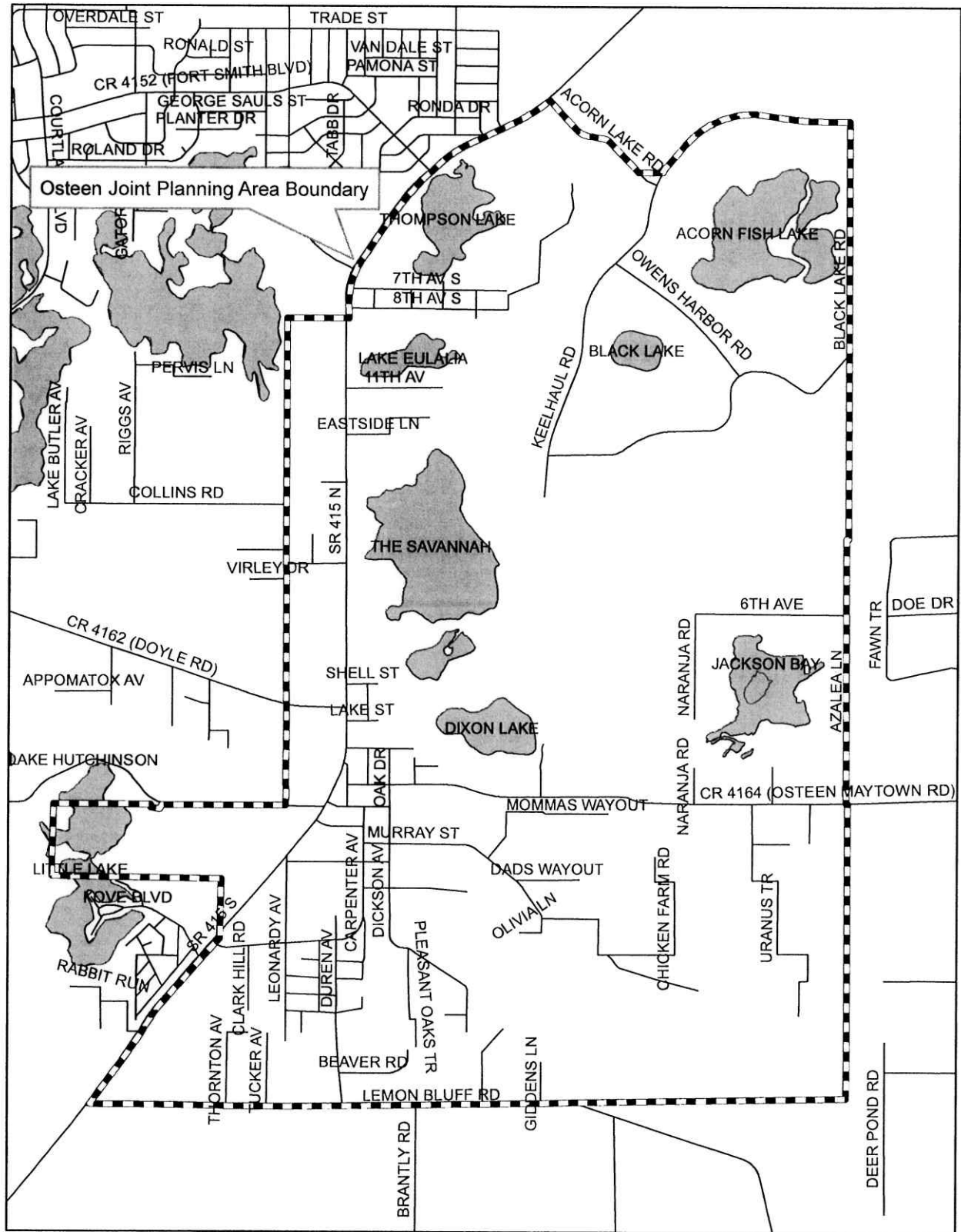
Date: 11/24/08

Approved as to form and legality

Approved as to form and legality

By: Daniel D. Eckert, Esq.  
Daniel D. Eckert, Esq.  
County Attorney

By: George Trovato, Esq.  
George Trovato, Esq.  
City Attorney



Growth and Resource Management  
January 17th, 2007

## Exhibit A

# Osteen JPA Boundary

1 inch equals 0.5 miles

## **Osteen Joint Planning Agreement Exhibit B**

**Land Use Category:   Osteen Commercial Village (OCV)**

- To serve as the central core shopping area for Osteen Community
- Mixed-use character through integration of uses – residential, retail, hotel, office, institutional, civic and park.

**Acreage:**                               184 acres

**Density:**                               Maximum: 12 du/1 ac  
Minimum: 8 du/1 ac  
442 dwelling units

**Intensity:**                             Maximum: 0.5 FAR  
Minimum: 0.25 FAR

3,206,016 sq ft

**Height:**                               Minimum 2 stories\*  
Maximum 3 stories not to exceed 45 feet

**Development Mix:**               80% non-residential  
20% residential

**Design Criteria:**

- No more than 20% of the entire land area shall be allowed to have single use residential buildings.
- Vertical diversification of uses requires retail/office on bottom floors and office/retail on the upper floors.
- Grid street network forming blocks that surround plazas, green spaces, and civic uses.
- Alleys for service delivery and cross access easements to reduce curb cuts to SR415.
- Buildings massed along edge of sidewalk at pedestrian scale.
- No more than 300 feet of building length between each pedestrian pathway.
- Architectural elevations and treatments shall be varied in minimum every 25 feet.
- Institutional and Public uses should be consistent with the design standards to the maximum extent practicable.

\* Phased development plans may allow single story with future addition of upper levels (or) 2<sup>nd</sup> story is achieved via architectural treatments.

## **Osteen Joint Planning Agreement Exhibit B**

**Land Use Category:   Mixed Use Village (MUV)**

- To promote employment opportunities and offer a variety of housing types along SR415
- Less dense/intense than OCV

**Acreage:**                               250 acres

**Density:**                               211 uplands  
  39 wetlands  
  Maximum: 8 du/1 ac  
  Minimum: 4 du/1 ac  
  
  Wetlands: 1 du/10 acres

**Intensity:**                             1,092 dwelling units  
  Maximum: 0.35 FAR

**Height:**                               1,143,450 sq ft  
  Maximum: 2 Stories not to exceed 25 feet

**Development Mix:**               30% non-residential  
  70% residential

**Design Criteria:**

- No strip commercial development permitted
- Encourage vertical diversification *of uses*
- Commercial allowed at major roadway intersections
- Minimum 2 stories when adjacent to the OCV
- Provide pocket parks and civic uses
- Enhanced water quality and other environmentally compatible design features for development adjacent to natural water bodies
- Mandatory cross access easement and limited connections to SR415.

## **Osteen Joint Planning Agreement Exhibit B**

### **Land Use Category: Tech Center (TC)**

- An employment center promoting light manufacturing and/or light industrial and/or flex office

**Acreage:** 147 Acres

**Density:** N/A

**Intensity:** Maximum: 0.35 FAR

2,241,162 sq ft

**Height:** Maximum: 3 Stories not to exceed 45 feet

**Development Mix:** Flex office/ light industrial

### **Design Criteria:**

- Campus style development pattern
- Create Design standards that promote “A” class commerce center that does not allow the typical corrugated metal building appearance or stand alone light industrial construction
- Mandatory cross access easement and limited connections to SR415. At a minimum, establish a road along the rear property lines within this district to ultimately connect to Doyle Road and WalMart



## **Osteen Joint Planning Agreement Exhibit B**

**Land Use Category: Urban Residential (UR)**

- Primarily designated as medium density development

**Acreage:** 122 Acres

**Density:** Minimum: 4 du/acre  
Maximum: 8 du/acre

**Intensity:** 927 dwelling units  
Maximum: 0.25 FAR

66,429 square feet

**Height:** Maximum: 2-stories required fronting the OCV category  
(otherwise, 1-story allowed)

**Development Mix:** Maximum 5% non-residential

**Design Criteria:**

- Mirrors current Future Land Use Map category of Urban Medium Intensity
- Neighborhood commercial only to be located along major road network and processed as a conditional use

## **Osteen Joint Planning Agreement Exhibit B**

**Land Use Category: Transitional Rural (TR)**

- Provides a transition between the very low density of the RE category and the higher intensity of the OCV and MUV category

**Acreage:** 672 acres

597 uplands

75 wetlands

**Density:** Maximum: 4 du/1 ac

Wetlands: 1 du/10 acres

**Intensity:** 2,395 dwelling units  
N/A

**Height:** Maximum: 2-stories required fronting the OCV category  
(otherwise, 1-story allowed)

**Development Mix:** N/A

**Design Criteria:**

- Generally comprised of single family, townhomes, and duplexes
- Mobile Homes are required to locate within parks

## **Osteen Joint Planning Agreement Exhibit B**

### **Land Use Category: Cluster Residential (CR)**

- Provides compatible residential development that ensures environmental protection, increased open space and conservation of natural corridors

**Acreage:** 1,669 acres

Category 1: 306 ac

Category 2: 82 ac

Category 3: 812 ac

Category 4: 39 ac

Category 5: 430 ac

**Density:** Per density category

Wetlands: 1du/10 acres

6 acres wetlands in Category 4

59 acres wetlands in Category 5

481 dwelling units

Category 1 maximum: 1 du per 25 acres

Category 2 maximum: 1 du per 20 acres

Category 3 maximum: 1 du per 10 acres

Category 4 maximum: 1 du per 5 acres

Category 5 maximum: 1 du per acre

**Intensity:** N/A

**Height:** Maximum: 2 Stories not to exceed 25 feet

**Development Mix:** N/A

### **Design Criteria:**

- Requires residential uses to be clustered so that open space and environmentally sensitive lands are preserved
- Conservation subdivisions shall provide a minimum of 30% common open space
- Density incentives are not to exceed more than one additional unit per acre, and are not permitted within any Map A lands
- No alteration or impacts to wetlands greater than ¼ acre and requires a minimum 50 foot wetland buffer
- Map A area serves as an overlay and density is limited to existing zoning
- Provision for transfer of development rights to receiving areas outside Map A lands

**Osteen Joint Planning Agreement  
Exhibit B**

**Land Use Category: Rural Estate (RE)**

- Intended to protect the established rural residential areas located within the JPA

**Acreage:** 570 acres

**Density:** 454 upland  
116 wetland  
Maximum: 1 du/5 ac  
Wetlands: 1 du/10 acres  
103 dwelling units

**Intensity:** N/A

**Height:** Maximum: 2 Stories not to exceed 25 feet (barns may be higher)

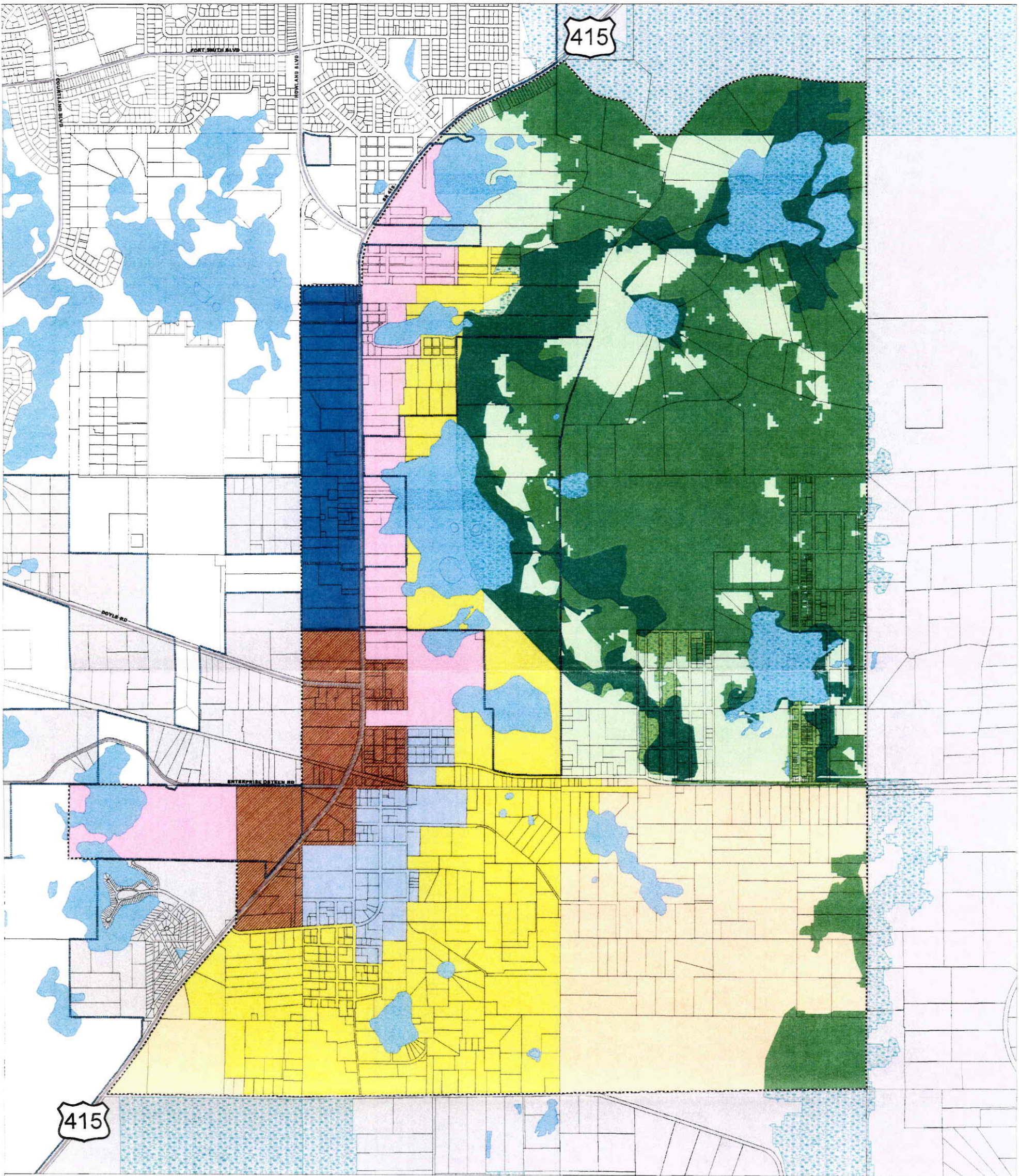
**Development Mix:** N/A

**Design Criteria:**

- Primarily single family residential uses
- Clustering is encouraged and density bonuses may be awarded if subdivisions provide a minimum of 30% common open space



Exhibit C



JPA MAP

PREPARED BY:  
CITY OF DELTONA  
DEPT. OF PLANNING AND DEVELOPMENT SERVICES  
2345 PROVIDENCE BLVD., DELTONA, FL. 32725  
PHONE: (386) 878-8600 FAX: (386) 878-8601

SHEET NO.

1 of 1

DRAWN BY: HIROYUKI MATSUDA

UPDATED DATE: 01/03/2008

CHECKED BY: SCOTT MCGRATH

APPROVED BY: GREGORY STUBBS  
DIRECTOR OF PLANNING AND DEVELOPMENT SERVICES

Legend

- Proposed Land Use:  
Land Use Sub Category:  
Cluster Residential Category 1  
Cluster Residential Category 2  
Cluster Residential Category 3  
Cluster Residential Category 4  
Cluster Residential Category 5  
Mixed-Use Village Center  
Osteen Commercial Village  
Rural Estate  
Tech Center/Flex Office  
Transition Residential  
Urban Residential  
Wetlands  
Lakes  
City of Deltona Boundary  
Thoroughfare Street  
Intersecting Arterial Roadway (City of Deltona)

Land Use for JPA	GIS Acres
Cluster Residential Category 1	306
Cluster Residential Category 2	82
Cluster Residential Category 3	812
Cluster Residential Category 4	39
Cluster Residential Category 5	430
Mixed-Use Village Center	250
Osteen Commercial Village	184
Rural Estate	570
Tech Center/Flex Office	147
Transition Residential	672
Urban Residential	122
Lakes	376
Total	3,990

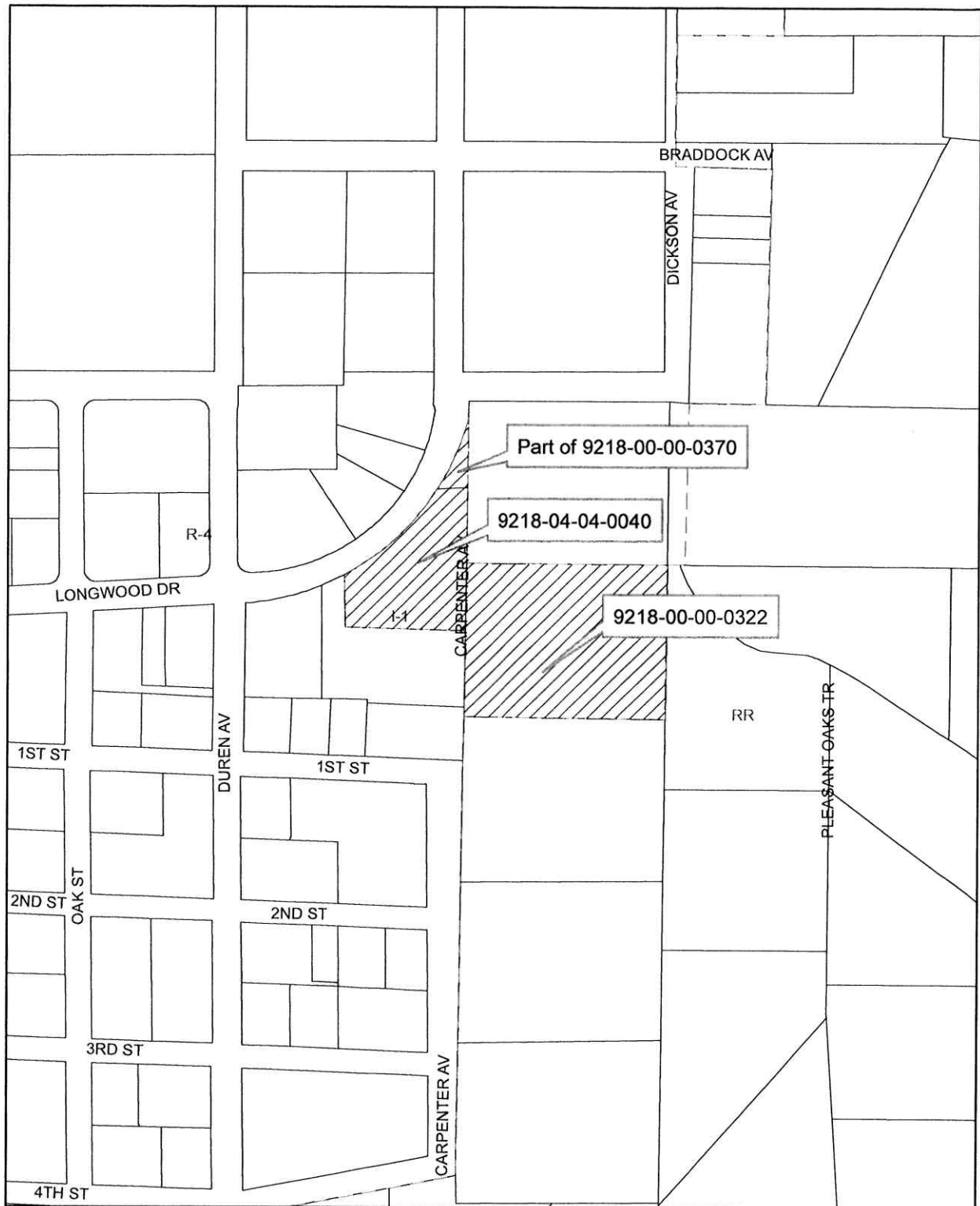
Category	GIS Acres	Acre Per Unit	Possible Total # of Units
Category 1	306	1 D/U per 25 acres	12
Category 2	82	1 D/U per 20 acres	4
Category 3	812	1 D/U per 10 acres	81
Category 4	39	1 D/U per 5 acres	8
Category 5	430	1 D/U per 1 acre	430

GIC MAP DISCLAIMER:  
THIS MAP IS NOT TO BE USED FOR TRANSFER OF  
PROPERTY AND DOES NOT REPRESENT A SURVEY.  
This map was created by the City of Deltona staff using data  
gathered by the City and Volusia County. No decision involving  
a risk of economic loss or physical injury should be made in reliance  
of this map nor should it be used as a substitute for a survey.  
The information provided on this document should be used as  
a guide only. The City of Deltona shall not be held liable for any  
claim for any loss or damage as a result of reliance on the  
information contained in this document.  
Please report any inaccuracies to the City of Deltona GIC  
manager at 386-878-8604.  
Datum: State plane, NAD83 HARN

0 250 500 1,000 1,500 2,000 Feet







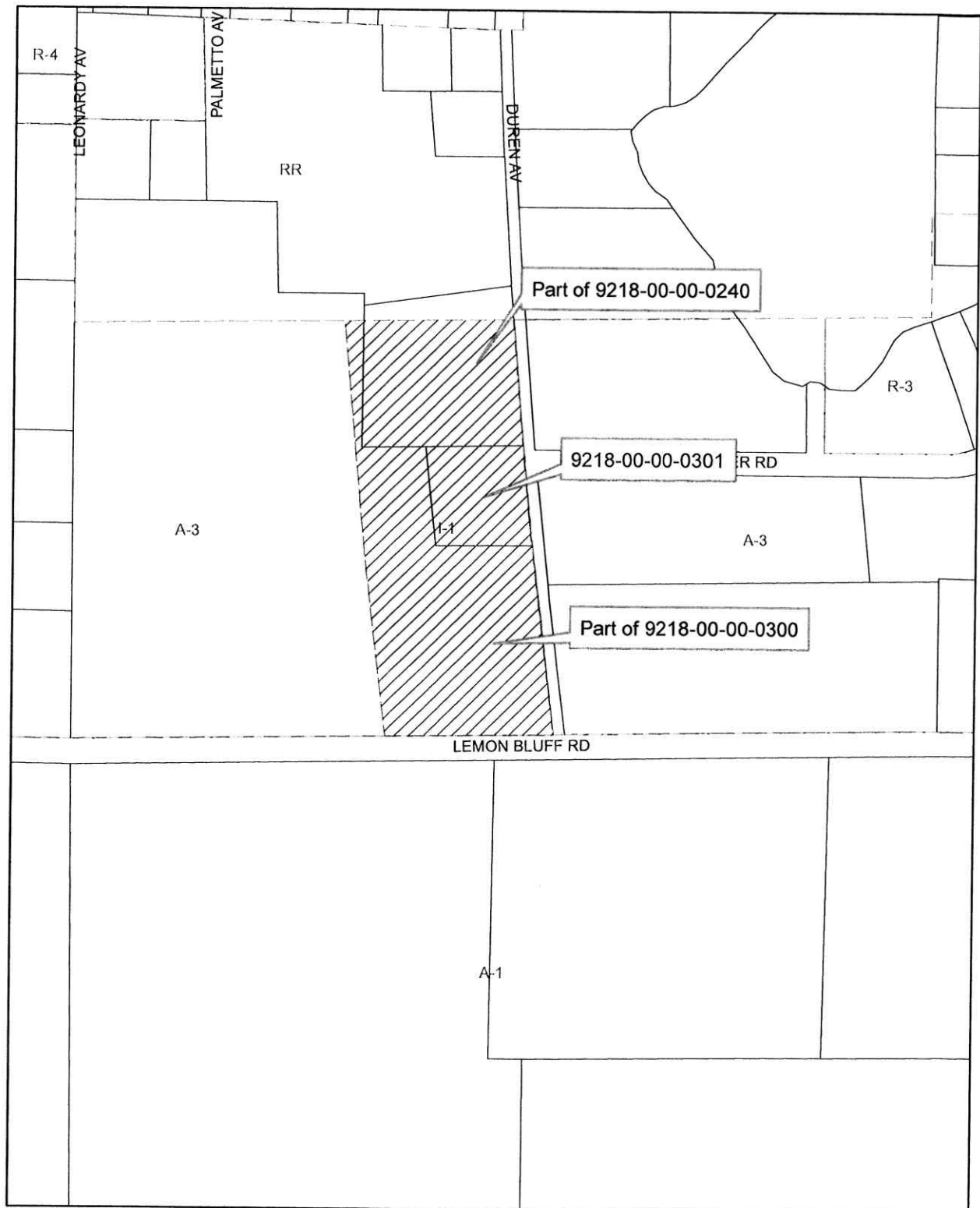
Growth and Resource Management  
January 17th, 2007

## Exhibit D-1



1 inch equals 300 feet

County Zoning Parcel Boundaries Subject Property



Growth and Resource Management  
January 17th, 2007

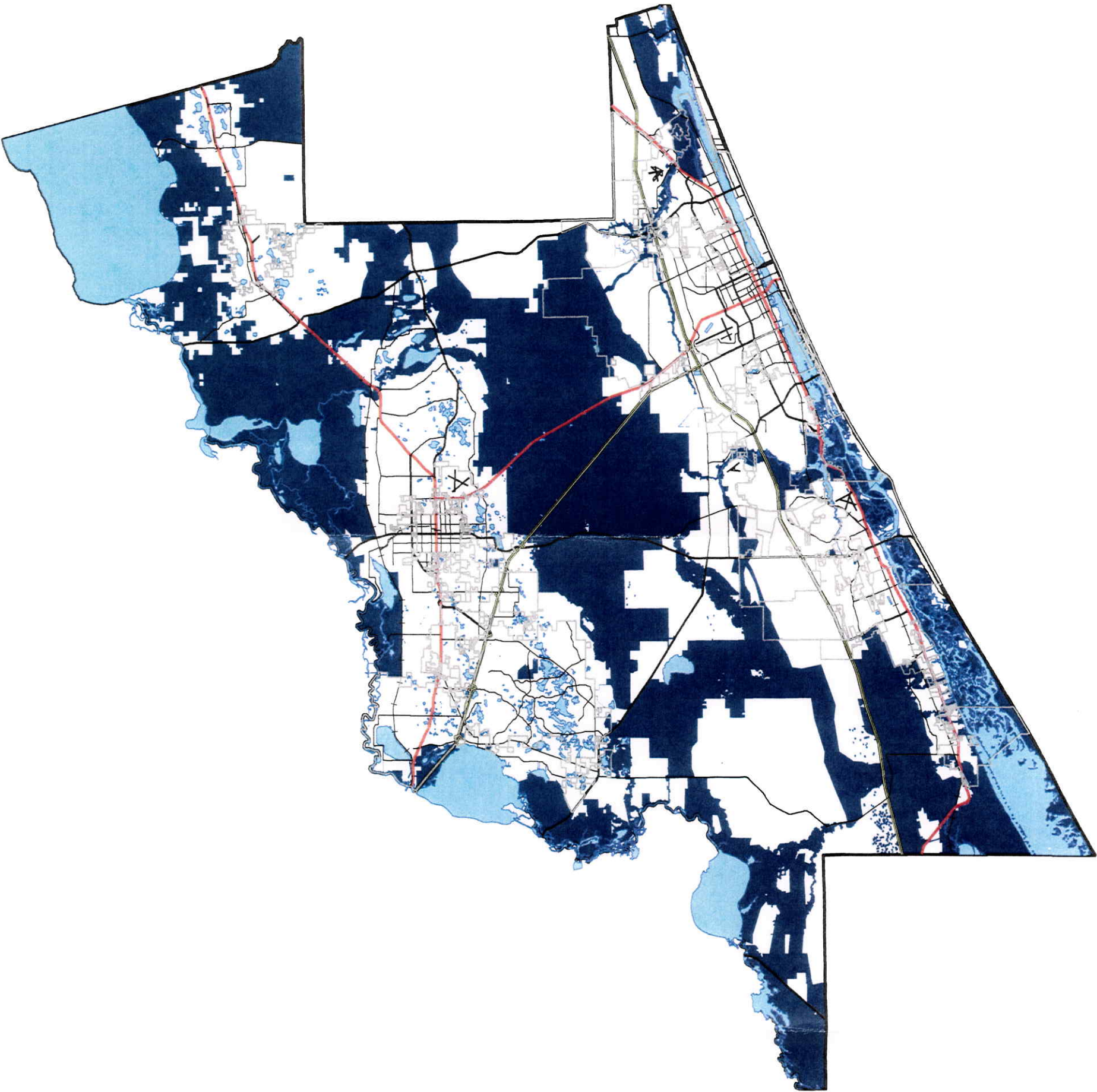
## Exhibit D-2



1 inch equals 300 feet

County Zoning
  Parcel Boundaries
  Subject Property

# Environmental Core Overlay



**Legend**

ECO Lands

**Exhibit E**

Map Date: October 19, 2007



## **EXHIBIT "F" - LEGAL DESCRIPTION**

PARCELS 19 AND 20, ACORN LAKE RANCHES UNRECORDED SUBDIVISION LYING WITHIN SECTIONS 5 AND 6, TOWNSHIP 19 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 6: RUN ALONG THE EAST LINE OF SAID SECTION 6, N01°58'58"E, A DISTANCE OF 1191.83 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING AND DEPARTING SAID EAST LINE OF SECTION 6, RUN N88°06'16"W, A DISTANCE OF 1751.33 FEET TO A POINT ON THE EAST LINE OF PLAT OF 3RD ADDITION TO CARNELL, AS RECORDED IN MAP BOOK 10, PAGE 129 OF THE PUBLIC RECORDS OF SAID VOLUSIA COUNTY; THENCE N02°05'44"E, ALONG SAID EAST LINE, A DISTANCE OF 1107.94 FEET; THENCE DEPARTING SAID EAST LINE, S88°06'16"E A DISTANCE OF 2253.92 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2836.64 FEET, A CENTRAL ANGLE OF 01°15'42" AND A CHORD BEARING OF S21°57'13"W, SAID POINT ALSO LYING ON THE CENTERLINE OF A 60 FOOT WIDE INGRESS, EGRESS, DRAINAGE AND UTILITY EASEMENT RECORDED IN OFFICIAL RECORD BOOK 2264 AT PAGE 1097 OF SAID PUBLIC RECORDS; THENCE, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALSO ALONG SAID CENTERLINE, A DISTANCE OF 62.46 FEET; THENCE, CONTINUING ALONG SAID CENTERLINE, S22°34'55"W, A DISTANCE OF 908.37 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 2376.06 FEET AND A CENTRAL ANGLE OF 05°03'47"; THENCE, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 209.97 FEET; THENCE, DEPARTING SAID CENTERLINE, S88°06'16"E A DISTANCE OF 98.75 FEET TO THE POINT OF BEGINNING.

BEING SUBJECT TO A 30 FOOT WIDE EASEMENT FOR INGRESS, EGRESS, DRAINAGE AND UTILITIES OVER THE EASTERLY 30 FEET THEREOF.