



# **A G E N D A**

## **SOUTH DAYTONA PLANNING AND APPEALS BOARD Regular Meeting**

**March 16, 2022**

**6:00 P.M.**

**South Daytona Piggotte Community Center  
504 Big Tree Road  
South Daytona, FL**

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PURSUANT TO SECTION 286.0105 FLORIDA STATUTES, if an individual decides to appeal any decisions made with respect to any matter considered at a meeting or hearing, that individual will need a record of the proceeding and will need to ensure that a verbatim record of the proceeding is made. The City does not prepare or provide a verbatim record of the proceedings. In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in the proceedings should contact the City of South Daytona's Deputy City Clerk at (386) 322-3011 for assistance at least 48 hours before the date of the meeting.

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. APPROVAL OF THE MINUTES**
  - A. February 16, 2021**
- V. DISCLOSURE OF EXPARTE COMMUNICATION**
- VI. PUBLIC HEARINGS**
  - A. RZ 2021-06: 409 Big Tree Road, All Aboard Storage: PCD Rezoning**

This is a request by Joey Posey, Storch Law Firm, authorized agent on behalf of the property owner, 409 Big Tree, LLC, for a rezoning BGC (Business General Commercial) and LI (Light Industrial) to (PCD) Planned Commercial Development and issuance of a development order at 409 Big Tree Road.
  - B. PP 2022-01: Edison Pointe (947 Big Tree Road), Preliminary Plat**

Richard Maugeri of Edison Pointe, LLC, requests preliminary plat approval for an 86-unit, two-story townhome developed on an 8.72-acre vacant property known as Edison Pointe.
- VII. OTHER BUSINESS AND DISCUSSION ITEMS**
- VIII. MEMBER COMMENTS**
- IX. ADJOURNMENT**



**MINUTES**  
**SOUTH DAYTONA**  
**PLANNING AND APPEALS BOARD**  
**Regular Meeting**

February 16, 2022

6:00 P.M.

South Daytona Piggotte Community Center  
504 Big Tree Road  
South Daytona, FL

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**I. CALL TO ORDER AND ROLL CALL**

Members Present

Abe Agront, Chairman  
Phil Trimarchi, Vice-chair  
David Beery  
Marian (Sam) Buckman  
Ari Morse  
Jerry Masters

Staff Present

S. Laureen Kornel, Comm. Dev. Director  
Patty Rippey, Comm. ReDev. Director  
Amber Kraft, Recording Secretary  
Stephanie Velo, Vose Law Firm

Excused

Eric Dickens

**II. ADMINISTRATIVE ITEMS**

**A. Election of Chairperson and Vice-chairperson**

Ms. Buckman nominated Abe Agront to continue in his role as Chairperson. Mr. Trimarchi seconded the motion. There were no other nominations for Chairperson. The motion passed unanimously (6-0).

Ms. Buckman nominated Phil Trimarchi to continue in his role as Vice-Chairperson. Mr. Beery seconded the motion. There were no other nominations for Vice-Chairperson. The motion passed unanimously (6-0).

**B. Acceptance of the Planning Board Calendar**

Mr. Morse made a motion to approve the Planning Board Calendar. Ms. Buckman seconded the motion. Hearing no objections, the motion passed unanimously (6-0).



**III. PLEDGE OF ALLEGIANCE**

**IV. APPROVAL OF THE MINUTES:** November 17<sup>th</sup>, 2021

**Mr. Morse made a motion to approve the November 17<sup>th</sup>, 2021, meeting minutes. Vice-Chair Trimarchi seconded the motion. Hearing no objections, the minutes were unanimously approved (6-0).**

**V. DISCLOSURE OF EXPARTE COMMUNICATION**

None disclosed.

**VI. PUBLIC HEARINGS**

**A. LUPA 2022-03:2900 South Ridgewood Avenue, Parcel 5333-00-00-0100, Small-Scale Land Use Map Amendment**

Ms. Patty Rippey, Community Redevelopment Director, presented case number LUPA 2022-03: 2900 South Ridgewood Avenue, parcel 5333-00-00-0100, Small Scale Land Use Map Amendment, an Administrative request for a Small-Scale comprehensive plan Land Use Map Amendment for parcel 533-00-00-0100, located along the western portion of 2900 South Ridgewood Avenue changing the Future Land Use designation from Light Industrial to Mixed Use 2. This parcel is already developed as a storm water pond and shall remain. This Amendment meets or exceeds the tests for concurrency, compatible with surrounding uses, and consistent with the Comprehensive Plan and Redevelopment Master Plan. There was no further discussion from the Board and no comments from the public.

**Ms. Buckman motioned for approval, and Vice-Chair Trimarchi seconded the motion. Hearing no objections, the motion passed with a unanimous vote for approval (6-0).**

**VII. OTHER BUSINESS AND DISCUSSION ITEMS**

None disclosed.

**VIII. MEMBER COMMENTS**

None disclosed.

**IX. ADJOURNMENT**

**Chairman Agront asked for a motion to adjourn. A motion was made to adjourn by Mr. Morse, and Mr. Masters seconded the motion. The meeting was adjourned at 6:07 PM.**



Respectfully submitted,

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Amber Kraft, Planning Technician

ATTEST:

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Abe Agront, Chairman

*Minutes transcribed by Amber Kraft*



# STAFF REPORT

## City of South Daytona Community Development Department

**DATE:** March 9, 2022

**SUBJECT:** 409 Big Tree, All Aboard Storage: PCD Rezoning

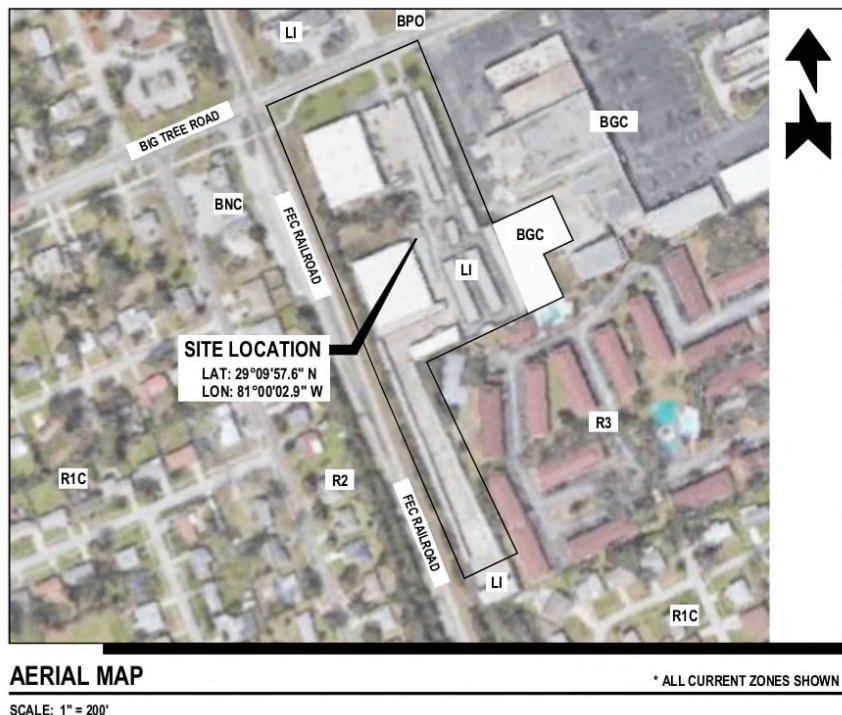
**APPLICANT:** Joey Posey, Storch Law Firm, authorized agent on behalf of the property owner, 409 Big Tree, LLC

**NUMBER:** RZ 2021-06

**PROJECT PLANNER:** S. Laureen Kornel, AICP, Community Development Director

**INTRODUCTION:** This is a request by Joey Posey, Storch Law Firm, authorized agent on behalf of the property owner, 409 Big Tree, LLC, for a rezoning BGC (Business General Commercial) and LI (Light Industrial) to (PCD) Planned Commercial Development and issuance of a development order at 409 Big Tree Road. The PCD rezoning seeks to allow the development of additional storage and office space including the addition of two buildings with associated site improvements to an already developed site consisting of 6.47 acres. The subject property is located at 409 Big Tree Road within the Community Redevelopment Area (Volusia County tax parcel numbers: 5344-16-00-0534, 5344-16-00-0546, 5344-16-00-0548, 5344-16-00-0532, and 5344-16-00-0547):

### EXHIBIT 1: Project location.





**BACKGROUND:** The subject rezoning request consists of a total of five parcels as summarized in Exhibit 2 below.

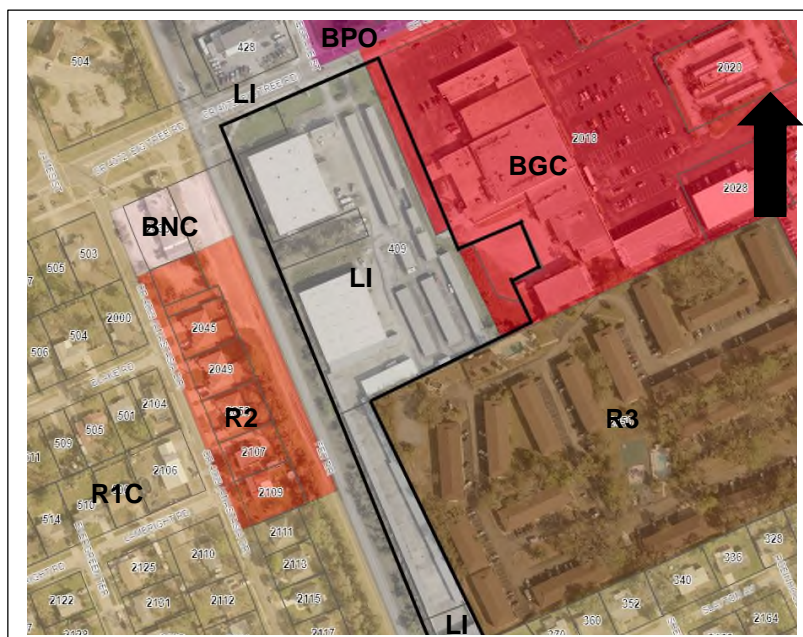
**EXHIBIT 2: Subject Property land use and zoning summary.**

Short Parcel ID #	Land Use	Zoning
5344-16-00-0548	Light Industrial	Light Industrial
5344-16-00-0532	Light Industrial	Light Industrial
5344-16-00-0546	Light Industrial	Light Industrial
5344-16-00-0534	Light Industrial	Light Industrial
5344-16-00-0547	Commercial	Business General Commercial (BGC)

The property was likely integrated with the Big Tree Shopping Center at one time. Records indicate that the primary parcel (short parcel ID #5344-16-00-0532) was later created on December 30, 1981. According to property appraiser data, the site was developed in 1985 with mini warehouses and an office. The applicant has requested to add two buildings with associated site improvements.

As summarized above, the subject property consists of 5 separate parcels and two separate zoning classifications. Prior to any new development the City requires the properties be combined under one tax parcel identification number. In addition, the zoning is required to be consistent throughout the new parcel once aggregated. The rezoning request seeks to combine all five parcels and to rezone the LI and BGC zoning classifications to PCD in accordance with the attached Lot Combination Agreement between the applicant and the City (Attachment 1). Below is a zoning map and summary exhibit of the abutting uses of the subject properties:

**EXHIBIT 3: Zoning Map.**





**Exhibit 4: Abutting land use and zoning designations.**

Land Use and Zoning Designations of Adjacent Properties			
	Current Land Use	Future Land Use Designation	Zoning Classification
North	Automotive Repair	"Light Industrial" and "Commercial"	L-I (Light Industrial) and BPO (Business Professional Office)
South	Multi-family	"Light Industrial" and "Residential Density 3"	LI (Light Industrial) and R-3 (Multiple family residential)
East	Commercial	"Commercial"	BGC (Business General Commercial)
West	Commercial and single-family	"Neighborhood Commercial", "Residential Density 3", and "Residential Density 2"	BNC (Neighborhood Business Commercial) and R-2 (Single Family, two-family residential) R1C (Single family residential)

**ANALYSIS:**

According to Article V., Section 5.5 of the Land Development Code the purpose and intent of the Planned Commercial Development zoning classification is to:

“provide for the development of integrated commercial projects, such as shopping centers, office parks and industrial parks, where conventional zoning and subdivision regulations are waived to encourage innovative site planning, and orderly and economical development of larger projects. Developments of this type should be encouraged to locate in those areas identified for major commercial or industrial development in the future land use plan...”

**Project description:** The applicant has provided a list of proposed uses, conceptual site and landscape plans and an elevation rendering as Exhibits to the proposed Master Development Agreement attached as Attachment 2 to this report. Below is a summary of the project:

1. Permitted Uses include only those already existing to the site including Storage and sales, Office and Warehousing (including mini-warehouses) (Exhibit B of the attached Master Development Agreement).
2. The rezoning of the property will include new development standards in accordance with the attached Master Development Agreement based on existing conditions that the newly combined property will comply with for the purpose of the proposed buildings and site improvements. These development standards will also apply in the future. In the event of any conflict between the Agreement and



the Land Development Code, the regulations of the of the Light Industrial (LI) Zoning District of the Land Development Code shall apply.

3. The property is a developed site with mini warehouses. The project proposes two additional warehouses (PR-1 – 3,320 SF and PR-2, 9,600 SF) along with associated site improvements (Exhibit “C” of the attached Master Development Agreement).
4. A landscape buffer shall be provided (Exhibit “C” of the attached Master Development Agreement). The buffer is required to be irrigated.
5. Any new building construction along Big Tree Road will be architecturally treated with non-metal building materials, such as wood, stucco, stone, brick, glass or masonry, and designated consistent with the elevation drawing (Exhibit “C” of the Master Development Agreement).

**CRITERIA FOR APPROVAL:** There are certain criteria that must be evaluated before a Planned Commercial Development amendment may be approved. According to Section 3.2(J) of the Land Development Code, the Planning and Appeals Board shall consider the following when making its decision:

**1. That the use(s) of property is (are) consistent with the land development regulations and comprehensive plan.**

The proposed rezoning is consistent with the Land Development Code and the Comprehensive Plan which states that the intent of the PCD is to provide for the integration of commercial and industrial parks. The PCD zoning classification is consistent with the Light Industrial land use designation of the Comprehensive Plan. The Comprehensive Plan directs industrial uses where transportation access is adequate and conflicts with other uses can be minimized (Future Land Use Objective 2). Policy 7.3 of the Future Land Use element requires compatibility with existing development and the provision of adequate buffering which the project proposes.

**2. That the use(s) is (are) compatible with the adjacent existing or planned uses.**

There are a mix of uses abutting the subject property. The site is already developed with an office and mini warehouses which directly abuts the Florida East Coast Railroad and acts as a buffer between the storage use and other adjoining uses. The additional proposed development of the site includes additional storage and office space and is consistent with the already developed site.

**3. That the use provides adequate ingress/egress, parking, open space, and other amenities for the benefit of the users.**

The site is already developed and has adequate ingress/egress for possible traffic increase due to additional storage square footage. The additional square footage proposed as part of the rezoning is not anticipated to increase traffic beyond full capacity.

**4. That the use does not impair rights of other properties to light, air, sunlight, or other natural phenomena.**



The site is already developed. The additional proposed square footage will be regulated through the Master Development Agreement and is considered minimal and is not anticipated to impair the rights of other properties to light, air, sunlight, other natural phenomena.

**5. That the project meets or exceeds tests for concurrency management.**

The site is already developed with only minimal additional square footage proposed. There are adequate public facilities to serve the development, including but not limited to schools, sewage disposal and potable water, stormwater drainage, fire and police protection, parks and recreation, solid waste. The property lies within a Transportation Concurrency Exception Area.

**CONCLUSION:**

The project is seeking a PCD to achieve a consistent zoning under one tax parcel identification number with the desire to add additional square footage for storage and an office. The benefits to the public are an enhanced landscaping buffer at the front of the property abutting the Big Tree Road right-of-way which will visually enhance the developed site. In addition, any new building construction facing the Big Tree Road right-of-way will be architecturally treated with non-metal materials. All future development of the subject property will be in accordance with the Light Industrial (LI) Zoning District unless otherwise stated in the Master Development Agreement. The project is expected to be presented to the City Council on April 12, 2022 (first reading) and again May 9, 2022 (final reading).

**RECOMMENDATION:**

Subject to the combining of all five parcels under one tax parcel identification number in accordance with the Lot Combination Agreement, it is recommended that the Planning and Appeals Board recommend **APPROVAL** of RZ 2021-06 to rezone 409 Big Tree Road from LI and BGC to PCD in accordance with the attached Master Development Agreement to allow the addition of two buildings with associated site improvements including buffering and architectural requirements for buildings fronting Big Tree Road.

**Attachments:**

Attachment 1: Lot Combination Agreement

Attachment 2: Master Development Agreement



# **ATTACHMENT 1**

Lot Combination Agreement



Prepared by/Return to:  
A. Joseph Posey, Esquire  
420 S. Nova Road  
Daytona Beach, FL 32114

### **LOT COMBINATION AGREEMENT**

THIS LOT COMBINATION AGREEMENT (the "Agreement") is entered into on the date indicated below between 409 Big Tree, LLC, a Florida limited liability company (Owner), and the City of South Daytona, a municipality existing under the laws of the State of Florida (City).

WHEREAS, Owner is the current owner of the following described properties, sketches and descriptions of which are attached hereto as Exhibit A.

WHEREAS, the Owner desires to combine all the above-described properties into a single legal parcel with a sketch and legal description attached hereto as Exhibit B.

WHEREAS, the Owner's properties listed in Exhibit A are not the constitutional homestead of the Owner.

WHEREAS, as of the date of the Agreement none of the Owner's properties listed in Exhibit A have any mortgage or any other liens of record. Owner shall provide letter to the City from an attorney with an active Florida license indicating that a public search was performed, the date of the public search and that no mortgages or other liens of record exist on the properties listed in Exhibit A.

NOW, THEREFORE, in consideration of the premises and other valuable consideration, it is agreed as follows:

1. The recitals set forth above are incorporated herewith and made part hereof by reference thereto.
2. The properties listed in exhibit A are hereby legally combined into a single legal parcel identified in Exhibit B. All existing lot lines for the properties listed in Exhibit A are hereby eliminated and all said properties shall be considered a single parcel for all purposes.
3. This Agreement shall be recorded in Public Records of Volusia County, Florida, by the Owner, shall be considered a covenant running with the land and shall be binding on the Owner and the heirs and assigns of the Owner. The City shall have legally standing and authority to enforce this Agreement. In the event of any litigation related to this Agreement, the prevailing party shall be entitled to be reimbursed reasonable attorney fees and costs and venue shall be in State Court, Volusia County, Florida.
4. By executing below the City hereby approves combining all the separate parcels in Exhibit A into a single parcel identified in Exhibit B.



5. Within 5 days after the recording of this Agreement, Owner shall submit to the Volusia County Property Appraiser an application to combine the parcels specified in Exhibit "A" into the single parcel specified in Exhibit "B", shall diligently prosecute same to completion, and shall provide written notice to the City upon completion of the parcel combination by the Volusia County Property Appraiser.

In witness whereof, the parties have executed this agreement on the \_\_\_\_ day of \_\_\_\_\_, 2021.

Witnesses:

City of South Daytona

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
(As to City)

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

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_ 2021, by \_\_\_\_\_ of the City of South Daytona, a municipality formed and existing under the laws of Florida, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My commission expires:

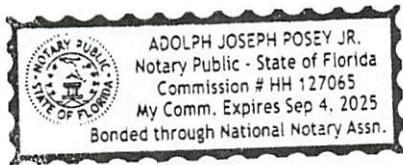


Michael Polito  
Michael Polito  
Emma Clark  
(As to Owner) Emma Clark

Owner 409 Big Tree, LLC  
By: D. Andrew Clark  
Title: MANAGER  
Date: Nov. 23, 2021

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical  
presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by,  
who is personally known to me or who has produced \_\_\_\_\_  
as identification.



[Signature]  
Notary Public

My commission expires:

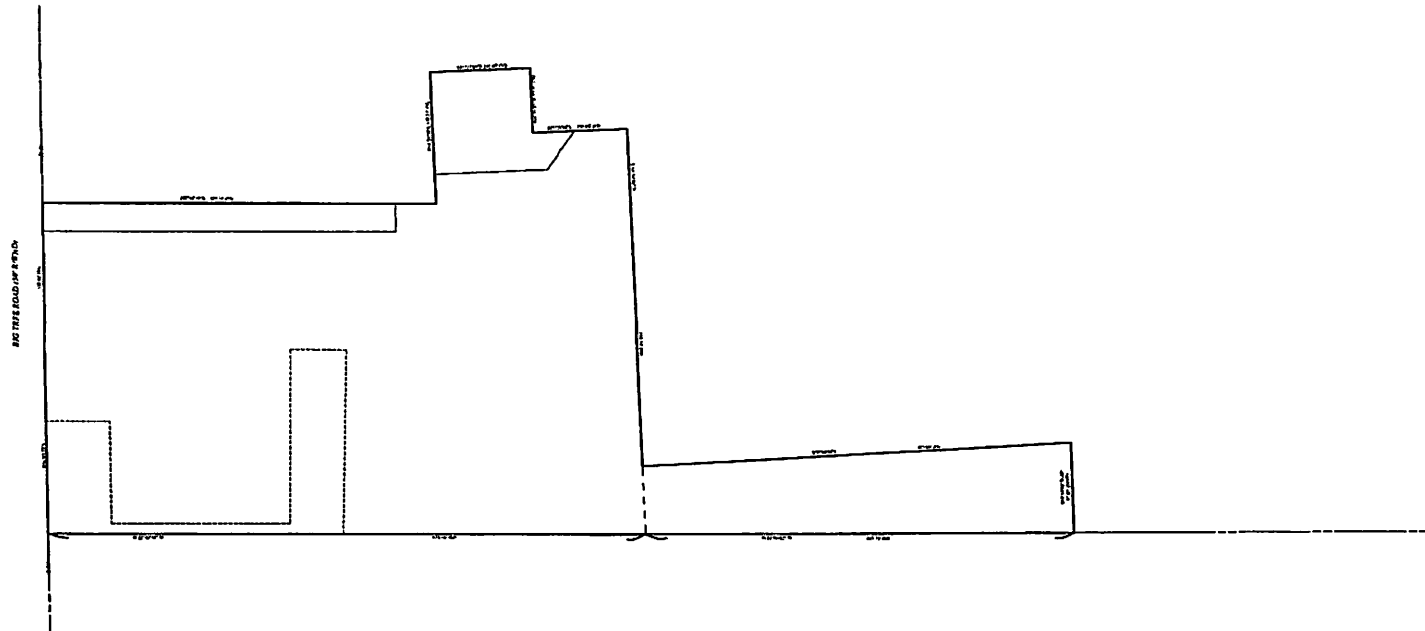


Exhibit A

Parcel Nos. 5344-16-00-0546, 5344-16-00-0547, 5344-16-00-0548,  
5344-16-00-0532, and 5344-16-00-0534



A graphic scale bar labeled "GRAPHIC SCALE 1"=80'". The scale is marked with numbers 60, 40, 20, 0, 20, 40, 60, 80, 100, 120. Above the scale, there is a small diagram of a line with a break symbol (two short parallel lines perpendicular to the line) indicating a break in the line.



BEING A PORTION OF LOTS 53-54, AN UN-OPEN UN-NAMED ABANDONED STREET NW & W, THE HOTEL GROUNDS, BEING IN THE "TOWN OF BLAKE", RECORDED IN DEED BOOK "T", PAGE 154, AND/OR MAP BOOK 1, PAGE 36, PUBLIC RECORDS OF FLORIDA COUNTY, FLORIDA, ALL BEING IN SECTION 44, TOWNSHIP 15 SOUTH, RANGE 33 EAST AND PART OF CONVEYMENT LOTS 3 AND 4, SECTION 28, TOWNSHIP 15 SOUTH, RANGE 33 EAST. PUBLIC LANDS SURVEY OF FLORIDA.


LISTING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible][illegible]

HAVING AN AREA OF 263,174.3 SQUARE FEET OR 6.8 ACRES MORE OR LESS.

CERTIFIED TO:	TYPE OF SURVEY: EXHIBIT REVISIONS:	PROJECT:
Field Work by: 541 Date: 10-10-00 Office Work by: 88 Date: 10-10-00 Field Book: 18 Pages: 5 Scale: 1"=80'	ADDRESS: 400 BAY TREE ROAD BOULDER DAYTONA, FL	76-1424

EXHIBIT A - TOP 1



**AIA**  
**SURVEYING, INC.**  
 Professional Surveyor  
 555 W. Granada Blvd., Suite D7, Orem, Utah, 84243, U.S.A.  
 801.226.8300

EXHIBIT A - 1 OF 1




**Exhibit B**



40 0 40 60  
GRAPHIC SCALE  
1"=40'

BEING A PORTION OF LOTS 55-56, AN UN-OPEN UN-NAMED ABANDON STREET (40 S. W.) "THE MOTT, URGUINS, BEING IN THE "TOWN OF BLAKE", REFERRED IN DEED BOOK "T", PAGE 158, AND/OR MAP BOOK L, PAGE 32, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, ALL BEING IN SECTION 44, TOWNSHIP 15 SOUTH, RANGE 33 EAST AND PART OF GOVERNMENT LOTS 3 AND 4, SECTION 28, TOWNSHIP 15 NORTH, RANGE 33 EAST, PUBLIC LANDS SURVEYS OF FLORIDA.

[illegible]

CERTIFIED TO:	TYPE OF SURVEY: EXISTENT REVISIONS:	 <p><b>AIA</b> <b>SURVEYING, INC.</b></p> <p>Professional Surveyors Phone: 1-813-751-7770 555 W. Granada Blvd., Suite #7, Oceanside, CA 92054 E.B. 9/55</p>
Field Work by: p.d. Date: 11-21-78 Office Work by: m Date: 11-21-78 Field Check: j. Page:     Scale: 1" = 4'	SETH ADDRESS: 400 BIG TREE ROAD JANUARY DAYTONA, FL. 20-1021	



# **ATTACHMENT 2**

Master Development Agreement



**CITY OF SOUTH DAYTONA  
PLANNED COMMERCIAL DEVELOPMENT (PCD)  
MASTER DEVELOPMENT AGREEMENT**

**THIS PLANNED COMMERCIAL DEVELOPMENT DISTRICT MASTER DEVELOPMENT AGREEMENT** (this "Agreement") is entered into and made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF SOUTH DAYTONA, FLORIDA (hereinafter referred as the "City"), and 409 BIG TREE, LLC, a Florida limited liability company, located at 5111 South Ridgewood Avenue, Suite 201, Port Orange, FL 32127 (hereinafter referred to as the "Owner/Developer").

**WITNESSETH**

**WHEREAS**, the Owner/Developer warrants that it holds legal title to the property described in Paragraph 2 below and that the holders of any and all liens and encumbrances affecting such property will subordinate their interests to this Agreement; and

**WHEREAS**, the Owner/Developer desires to facilitate the orderly use and development of the Subject Property for commercial uses in compliance with the laws and regulations of the City and other pertinent governmental authorities, and the Owner/Developer also desires to ensure that its development is compatible with other properties in the area; and

**WHEREAS**, the Owner/Developer has sought the approval of the City to permit the use of the property described in Paragraph 2 in a manner consistent with this Agreement; and

**WHEREAS**, it is the purpose of this Agreement to clearly set forth the understanding and agreement between the parties concerning the matters contained herein; and

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals and Definitions. The recitals herein contained are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall be as defined or described in the City's Land Development Code as it may be amended from time to time, unless otherwise indicated.
2. Ownership. The Owner/Developer is the legal and equitable owner of the property described in Exhibit "A" attached hereto (hereinafter referred to as the "Subject Property"). The Owner/Developer will legally combine multiple parcels into one (1) tax parcel for the development of the Subject Property.
3. Non-Statutory Development Agreement. This Agreement is a non-statutory agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220-163.3243, Florida Statutes.
4. Duration. This Agreement is binding and runs with the land in perpetuity, unless amended.
5. Title Opinion/Certification. The Owner/Developer shall provide to the City, in advance of the City's execution of this Agreement, a title opinion of an attorney licensed in Florida, or a certification by an abstractor or title company authorized to do business in Florida, showing marketable title to the Subject Property to be in the name of the Owner/Developer



and showing all liens, mortgages, and other encumbrances not satisfied or released of record.

6. Subordination/Joinder. Unless otherwise agreed to by the City, all liens, mortgages, and other encumbrances not satisfied or released of record (except for the statutory priority lien for ad valorem real estate taxes), must be subordinated to the terms of this Agreement, or the lienholder join in this Agreement. It shall be the responsibility of the Owner/Developer to promptly obtain such subordination or joinder, in form and substance acceptable to the City Attorney, prior to the City's execution of the Agreement.
7. Permitted Uses. The Subject Property may be used for the purposes set forth on Exhibit "B" attached hereto and incorporated by reference. Uses permitted by this Agreement shall also include customary accessory uses and structures.
8. Development Standards. The Subject Property is currently developed as more particularly shown on the Planned Commercial Development Plan, attached hereto and incorporated by reference as Exhibit "C".

(a) Minimum Building Setbacks

Front (Big Tree Road): 41 feet  
Side (West): 10 feet average with wall  
Side (East): 10 feet  
Rear (South): 25 feet

(b) Minimum Landscape Buffers

Front (Big Tree Road): 30 feet  
Side (West): 10 feet average with wall  
Side (East): 10 feet; however, no landscape buffer shall be required along  
the shared drive aisle adjoining the east property boundary  
Rear (South): 10 feet

(c) Minimum Lot Frontage Width: 350 feet

(d) Maximum Building Coverage: 50%

(e) Maximum Impervious Coverage: 75%

(f) Maximum Height: 35 feet (as measured vertically from finished grade)

(g) Parking Requirements

Office: 1 space per 200 square feet  
Mini-Warehouse: 1 space per 10 cubicles  
All Other uses: Per City's LDC

(h) Buffering Requirements: Landscaping shall be as provided as depicted on the preliminary landscape plan included as part of the Conceptual Site Plan attached as Exhibit "C". A final landscape plan shall be provided as part of site plan approval and shall be prepared by a licensed Landscape Architect; however, no additional planting shall be required beyond those shown on the preliminary landscape plan. In the event this Agreement is silent regarding a particular planting



requirement, then the Type 2 landscape buffer requirements of the Land Development Code shall control.

- (i) Notwithstanding anything to the contrary herein, the property shall be required to brought up to all then-current Light Industrial (LI) Zoning District development standards in the event existing structures and landscaping are damaged in excess of 50% of the assessed value of such structures as determined by the Property Appraiser of Volusia County.
- 9. Impact Fees. The Owner/Developer shall be responsible for payment of all government impact fees incurred by the project.
- 10. Tree Preservation. The Owner/Developer and its heirs, successors and assigns agree that no grading or paving shall be permitted within the drip line of existing trees that are to be retained and preserved on the site.
- 11. Architecture. All new building construction along Big Tree Road shall be required to be architecturally treated with non-metal building materials, including but not limited to wood, stucco, stone, brick glass or masonry, and designed consistent with the elevation attached hereto as Exhibit "D".
- 12. Conflict Provision. Development of the Subject Property shall be in accordance with the City's Land Development Regulations for the Light Industrial (LI) Zoning District unless otherwise stated herein. In the event of a conflict between this Agreement and the LDC or other ordinances, this Agreement shall control.
- 13. Environmental Considerations. The Owner/Developer agrees to comply with all federal, state, county, and city laws, rules and regulations regarding the protection of wetlands and endangered species.
- 14. Sewage Disposal and Potable Water. Provision for sewer disposal and potable water needs of the PCD shall be provided in accordance with the City of South Daytona Comprehensive Plan and Land Development Code, as amended, and the State of Florida Administrative Code, by connection to the City's central water and sewer system. All off site utility lines and easements for the provision of utility services shall be conveyed and dedicated to the City even if the actual utility services may be provided by others.
- 15. Stormwater Drainage. Provision for stormwater retention/detention shall be in accordance with the Land Development Code, as amended, the requirements of the St. Johns River Water Management District, and of the Florida Department of Environmental Protection. Any easements that may be required by the City for stormwater transmission, retention or detention shall be provided by the Owner/Developer in a manner acceptable to the City Attorney at no cost or expense to the City.
- 16. Access and Transportation System Improvements. All access and transportation system improvements shall be provided in accordance with the City of South Daytona Land Development Code, as amended. The subject property shall be developed in substantial compliance with the following access and transportation system requirement:



- (a) Sidewalk access. New construction shall include access to an onsite handicapped sidewalk, which shall connect the front entrance of the project to the existing sidewalk system along Big Tree Road.

17. Compliance; Defaults; Enforcement.

- (a) The Owner/Developer agrees that it, and their successors and assigns, will abide by the provisions of this Agreement, the City's Comprehensive Plan, the City's Land Development Code, and the City's Code of Ordinances, including but not limited to, the site plan regulations of the City as amended from time to time, which are incorporated herein by reference and such subsequent amendments hereto as may be applicable. Further, all required improvements, including landscaping, shall be continuously maintained by the Owner/Developer, or their successors and assigns, in accordance with the City's Code of Ordinances. The City may, without prejudice to any other legal or equitable right or remedy it may have, withhold permits, Certificates of Occupancy, or plan/plat approvals to the Subject Property, should the Owner/Developer fail to comply with the terms of this Agreement. In the event of a conflict between this Agreement and the City's Land Development Code, the more restrictive regulations shall govern the development of the Subject Property, unless specific specifications are set forth herein, in which case the provisions of this Agreement shall prevail.
- (b) Default. Failure by a party to perform any of its obligations hereunder after notice and a reasonable opportunity to cure as provided herein shall constitute a default hereunder, entitling the non-defaulting party to terminate this Agreement, or to pursue the remedies of specific performance, injunctive relief, and/or damages. Prior to termination of this Agreement or any party filing any action as a result of a default by the other party under this Agreement, the non-defaulting party exercising such right shall first provide the defaulting party with written notice specifying such default and the actions needed to cure same, in reasonable detail. Upon receipt of said notice, the defaulting party shall be provided a thirty (30) day opportunity within which to cure such default. If thirty (30) days is not a reasonably sufficient period in which to cure the default, the cure period shall be extended for a reasonable time, provided cure is diligently pursued. Upon termination of the Agreement, the Owner/Developer shall immediately be divested of all rights and privileges granted hereunder.
- (c) Enforcement. In the event of a violation of this Agreement, the City's Land Development Code or Code of Ordinances by the Owner/Developer, the City Commission may after notice and a reasonable opportunity to cure as provided in Subsection B above suspend construction activity and revoke any building permit or development order issued to Owner/Developer and take all actions necessary to halt construction until such time as the provisions herein are brought into compliance. In the event legal action is necessary due to a violation by Owner/Developer, and attorney's fees and costs are incurred by the City enforcing compliance with this Agreement, the Land Development Code or Code of Ordinances, these expenses shall be borne by the Owner/Developer. These methods of enforcement are in addition to any other methods of enforcement provided by law. In the event of a default by the City which is not cured after receipt of notice and expiration of the cure period, then Owner/Developer shall be entitled to recover all reasonable attorney's fees and costs incurred, whether at the



trial or appellate level. The Owner/Developer agrees that it will abide by the provisions of this Agreement, the City's Comprehensive Plan, the City's Land Development Code, and the City's Code of Ordinances, 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.

18. Development Permits/Fees. The Owner/Developer is responsible for obtaining and paying for all building permits and other required permits and approvals, and for the payment of all fees for facilities and services to ensure compliance with all federal, state, and local requirements for the Subject Property. Any site permits shall be kept current with the respective permitting agency and shall ensure the protection of the public health, safety and welfare of the community and the development. Impact fees as required by the City shall be paid at the time of the issuance of the building permit.
19. Site Plan Approval. Exhibit B. Architectural Plans and Renderings are the Preliminary Plan of the PCD and this Agreement. The Master Development Agreement shall not replace, supersede, or absolve the Owner/Developer from approvals for any site plan and its respective regulations. Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.
20. No Guarantee by City. It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the Subject Property, including but not limited to, drainage or water/sewer plans, fire safety, or quality of construction, whether or not inspected, approved, or permitted by the City.
21. Indemnification: The Owner/Developer shall indemnify and hold harmless the City from and against all claims, demands, disputes, damages, costs and expenses (to include attorneys' 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 Subject Property described in Paragraph 2 above, except those claims or liabilities caused by or arising from the gross negligence or intentional acts of the City, or its employees, contractors, or agents.
22. Recordation of Agreement. The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Developer's expense, in the Public Records of Volusia County, Florida.
23. Concurrency and Vested Rights. The Owner/Developer acknowledges and agrees that prior to the issuance of any development orders for the Subject Property, the Owner/Developer must have received and be in the possession of a valid unexpired certificate of capacity/concurrency management system approval consistent with the City's Land Development Code. The capacity certificate/approval verifies the availability of infrastructure and service capacity sufficient to permit the proposed development of the Subject Property without causing a reduction in the levels of service adopted in the City's Comprehensive Plan. The certificate of capacity/approval shall be effective for a term, as defined in the City's Code of Ordinances. Neither this Agreement nor the approved Master Development Plan shall create or result in a vested right or rights to develop the Subject Property beyond the rights that already exist as of the date of this Agreement.



24. Amendments to this Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings, and agreements, with respect to the subject matter hereof; provided, however, that it is agreed that this Agreement is supplemental to the City's Comprehensive Plan and does not in any way rescind or modify any provisions of the City's Comprehensive Plan. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment. The City Manager or his designee is authorized to approve minor amendments to this Agreement. Major deviations from this Agreement, as determined by the City Manager, shall require City Council approval as provided in Ordinance 05-24.
25. Periodic Review. The City reserves the right to review the Subject Property in relation to this Agreement periodically to determine if there has been compliance with the terms of this Agreement. If the City finds that on the basis of substantial competent evidence that there has been a failure to comply with the terms of this Agreement, the City may withhold development orders or permits until compliance with this Agreement has been established and Owner/Developer has taken all other actions as provided in this Agreement and under applicable law.
26. Notices. Where notice is herein required to be given, it shall be by certified mail return receipt requested, hand delivery or nationally recognized courier, such as Federal Express or UPS. E-mail delivery of documents shall be followed up with service by one of the other methods. Notices shall be sent to the following, as applicable:

OWNER/DEVELOPER'S REPRESENTATIVE:

Douglas Andrew Clark, Manager  
409 Big Tree, LLC  
5111 South Ridgewood Avenue, Suite 201  
Port Orange, FL 32127

CITY REPRESENTATIVE:

James L. Gillis, Jr., City Manager  
City of South Daytona  
1672 South Ridgewood Avenue  
South Daytona, FL 32119

Should any party identified above change, it shall be said party's obligation to notify the other parties of the change in the manner required for notices herein. It shall be the Owner/Developer's obligation to identify its lender(s) to all parties in the manner required for notices herein.

27. Compliance with the Law. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner/Developer from the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions. The Owner/Developer shall apply and receive approval for a lot combination to combine all tax parcels making up the Subject Property into one tax parcel identification number.



28. Captions. The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.
29. Binding Effect. This Agreement shall run with the land, shall be binding upon and inure to the benefit of the Owner/Developer and its assigns and successors in interest, and the City and its assigns and successors in interest. This Agreement shall become effective upon its execution and recordation with the Public Records of Volusia County, Florida. This Agreement does not, and is not intended to, prevent or impede the City from exercising its legislative authority as the same may affect the Subject Property.
30. Subsequently Enacted State or Federal Law. If either state or federal law is enacted after the effective date of this Agreement that is applicable to and precludes the parties' compliance with the terms of this Agreement, this Agreement and correlating zoning amendment shall be modified or revoked, as is necessary, to comply with the relevant state or federal law.
31. 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.
32. Applicable Law/Venue. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue for any litigation relating to this Agreement shall lie exclusively with the Circuit Court of the Seventh Judicial Circuit of Florida, in and for Volusia County, Florida.
33. Time of the Essence. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement. The Owner/Developer shall execute this Agreement prior to this Agreement being placed on the agenda for final approval by the City Council of the City of South Daytona.
34. Effective Date. The Effective Date of this Agreement shall be the day this Agreement is recorded in the Public Records of Volusia County, Florida.

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[Signatures on Following Page]



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

Owner/Developer  
409 BIG TREE, LLC

Signed, sealed and delivered in the presence of

By: \_\_\_\_\_  
Douglas Andrew Clark, Manager

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

\_\_\_\_\_  
(Signature of First Witness)

\_\_\_\_\_  
(Printed Name)

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

\_\_\_\_\_  
(Signature of Second Witness)

\_\_\_\_\_  
(Printed Name)

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

CITY OF SOUTH DAYTONA

By: \_\_\_\_\_  
William C. Hall, Mayor

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

Attest:

\_\_\_\_\_  
James L. Gillis, Jr., City Manager

Certified as to form:

\_\_\_\_\_  
Wade C. Vose, City Attorney

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



Exhibit "A"  
Subject Property

**LEGAL DESCRIPTION:**

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TRACT IV (409 BIG TREE)

PART OF LOT 54, "THE HOTEL GROUNDS", AND AN UNOPENED AND ABANDONED STREET, ALL AS SHOWN ON THE PLAT OF "TOWN OF BLAKE", RECORDED IN PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN DEED BOOK "E", PAGE 150, AND/OR MAP BOOK 1, PAGE 38; AND PART OF GOVERNMENT LOTS 3 AND 4, SECTION 28, TOWNSHIP 15 SOUTH, RANGE 33 EAST, PUBLIC LANDS SURVEYS OF FLORIDA, DESCRIBED AS FOLLOWS, TO- WIT:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF BIG TREE ROAD (A 50 FOOT RIGHT-OF-WAY AS NOW OCCUPIED AND ESTABLISHED) WITH THE EAST RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD (A 150 FOOT RIGHT-OF-WAY AT THIS POINT AS NOW OCCUPIED AND ESTABLISHED); THENCE RUN EASTERLY ON A COURSE NORTH 66°09'30" EAST ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF SAID BIG TREE ROAD A DISTANCE OF 250 FEET; THENCE RUN SOUTHERLY ON A COURSE SOUTH 22°42'30" EAST (AND PARALLEL WITH THE SAID EASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD) A DISTANCE OF 362.5 FEET; THENCE RUN WESTERLY ON A COURSE SOUTH 66°09'30" WEST AND PARALLEL WITH THE SAID SOUTH LINE OF SAID BIG TREE ROAD RIGHT-OF-WAY A DISTANCE OF 250 FEET TO A POINT IN THE SAID EAST RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD; THENCE RUN NORTH ON A COURSE NORTH 22°42'30" WEST ALONG THE SAID EAST RIGHT-OF-WAY LINE OF SAID FLORIDA EAST COAST RAILROAD A DISTANCE OF 362.5 FEET TO THE POINT OF BEGINNING. A/K/A PARCEL C

AND

PARCEL A:  
PART OF LOTS 53 THRU 58 INCLUSIVE BEING IN THE "TOWN OF BLAKE"- "THE HOTEL GROUNDS", RECORDED IN PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA IN DEED BOOK "E", PAGE 150, AND/OR MAP BOOK 1, PAGE 38, SECTION 44, TOWNSHIP 15 SOUTH, RANGE 33 EAST, AND A PORTION OF SECTION 28, TOWNSHIP 15 SOUTH, RANGE 33 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF BIG TREE ROAD AND THE WESTERLY RIGHT-OF-WAY OF SOUTH RIDGEWOOD AVENUE (US 1) AS NOW LAID OUT AND OCCUPIES; THENCE RUN SOUTH 26°16'10" EAST ALONG SAID WESTERLY RIGHT-OF-WAY A DISTANCE OF 603.50 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY RUN SOUTH 64°36'50" WEST A DISTANCE OF 716.59 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING FOR PARCEL "A"; THENCE CONTINUE SOUTH 64°36'50" WEST 206.00 FEET; THENCE NORTH 22°42'30" WEST 266.43 FEET; THENCE NORTH 66°09'30" EAST 25.00 FEET; THENCE NORTH 22°42'30" WEST 362.50 FEET; THENCE NORTH 66°09'30" EAST 100.00 FEET; THENCE SOUTH 22°42'30" EAST 420.34 FEET; THENCE NORTH 64°36'50" EAST 140.31 FEET; THENCE SOUTH 25°23'10" EAST 105.00 FEET; THENCE SOUTH 64°36'50" WEST 69.00 FEET; THENCE SOUTH 25°23'10" EAST 100.00 FEET TO THE POINT OF BEGINNING.

AND

PARCEL B:  
PART OF LOTS 53 THRU 58 INCLUSIVE BEING IN THE "TOWN OF BLAKE"- "THE HOTEL GROUNDS", RECORDED IN PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA IN DEED BOOK "E", PAGE 150, AND/OR MAP BOOK 1, PAGE 38, SECTION 44, TOWNSHIP 15 SOUTH, RANGE 33 EAST, AND A PORTION OF SECTION 28, TOWNSHIP 15 SOUTH, RANGE 33 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF BIG TREE ROAD AND THE WESTERLY RIGHT-OF-WAY OF SOUTH RIDGEWOOD AVENUE (US 1) AS NOW LAID OUT AND OCCUPIED; THENCE RUN SOUTH 26°16'10" EAST ALONG SAID WESTERLY RIGHT-OF-WAY A DISTANCE OF 603.50 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY RUN SOUTH 64°36'50" WEST A DISTANCE OF 922.59 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING FOR PARCEL "B"; THENCE CONTINUE SOUTH 64°36'50" WEST 225.21 FEET; THENCE NORTH 22°42'30" WEST 272.50 FEET; THENCE NORTH 66°09'30" EAST 225.00 FEET; THENCE SOUTH 22°42'30" EAST 266.43 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

THAT PART OF GOVERNMENT LOT 4, SECTION 28, TOWNSHIP 15 SOUTH, RANGE 33 EAST, LYING EAST OF THE RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILROAD AND LYING NORTH OF LOTS A AND B, BLOCK Q, OF GANYMEDE, SAID GANYMEDE BEING AS SHOWN BY MAP RECORDED IN MAP BOOK 10, PAGES 168 TO 172 INCLUSIVE, AND LYING SOUTH OF THE SOUTH LINE OF THE NORTH 173 1/2 FEET OF LOT 53 OF THE TOWN OF BLAKE AS SHOWN BY MAP OF SAME FILED IN DEED BOOK "E", PAGE 150, EXTENDED IN A STRAIGHT LINE WESTERLY, TO THE RAILROAD RIGHT-OF-WAY.

LESS AND EXCEPT THAT PART OF GOVERNMENT LOT 4, SECTION 28, TOWNSHIP 15 SOUTH, RANGE 33 EAST, LYING EAST OF THE RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILROAD AND LYING NORTH OF LOTS A AND B, BLOCK Q, OF GANYMEDE, SAID GANYMEDE BEING AS SHOWN BY MAP RECORDED IN MAP BOOK 10, PAGES 168 TO 172, INCLUSIVE; AND LYING SOUTH OF THE NORTH LINE OF LOT 1, BLOCK 5, GRAHAM SUBDIVISION, EXTENDED IN A STRAIGHT LINE WESTERLY, TO THE RAILROAD RIGHT-OF-WAY.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL 4:

PARCEL 4:  
A PORTION OF GOVERNMENT LOT 4, SECTION 28, TOWNSHIP 15 SOUTH, RANGE 33 EAST LYING EAST OF THE RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILROAD AND LYING NORTH OF LOTS A AND B, BLOCK Q, OF GANYMEDE, SAID GANYMEDE BEING AS SHOWN BY MAP RECORDED IN MAP BOOK 10, PAGES 168 TO 172 INCLUSIVE, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF BIG TREE ROAD (A 50 FOOT RIGHT-OF-WAY AS NOW OCCUPIED AND ESTABLISHED) WITH THE EAST RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD (A 150 FOOT RIGHT-OF-WAY AT THIS POINT AS NOW OCCUPIED AND ESTABLISHED); THENCE RUN SOUTHERLY ON A COURSE S 22°42'30"E, ALONG THE SAID EAST RIGHT-OF-WAY LINE OF SAID FLORIDA EAST COAST RAILROAD, A DISTANCE OF 635.14 FEET; THENCE S 23°06'03"E, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 453.25 FEET TO THE POINT OF BEGINNING; THENCE N 65°13'53"E, 97.03 FEET TO THE WEST LINE OF LOT 51 SAID PLAT OF "TOWN OF BLAKE"; THENCE S 26°09'13"E, ALONG SAID SOUTH LINE, A DISTANCE OF 85.32 FEET; THENCE S 65°16'08"W, A DISTANCE OF 101.58 FEET TO SAID EAST RIGHT-OF-WAY LINE OF SAID FLORIDA EAST COAST RAILROAD; THENCE N 23°06'03"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 85.27 FEET TO THE POINT OF BEGINNING.



Exhibit “B”  
Uses

Permitted Uses

Storage (All storage on the property shall be kept within an enclosed building with no unattended vehicles permitted on the premises unless stored within an enclosed building) and sales (moving supplies customarily associated with a storage facility.)

Office.

Warehousing (including mini-warehouses) with the following limitation: Mini-warehouses are intended exclusively for the storage of personal property and goods by the general public and for incidental storage of goods by small commercial uses. Mini-warehouses shall be limited to storage use only. No business activities, such as sales or service, shall be conducted on the premises except those activities incidental with the mini-warehouse definition described herein. Signs advertising individual businesses shall be prohibited. A mini-warehouse shall not be used as a business address for purposes of obtaining a business tax receipt, except for the mini-warehouse development itself. Manufacture, auto repair or other similar activities are expressly prohibited.



Exhibit "C"  
Planned Commercial Development Landscape and Conceptual Plans

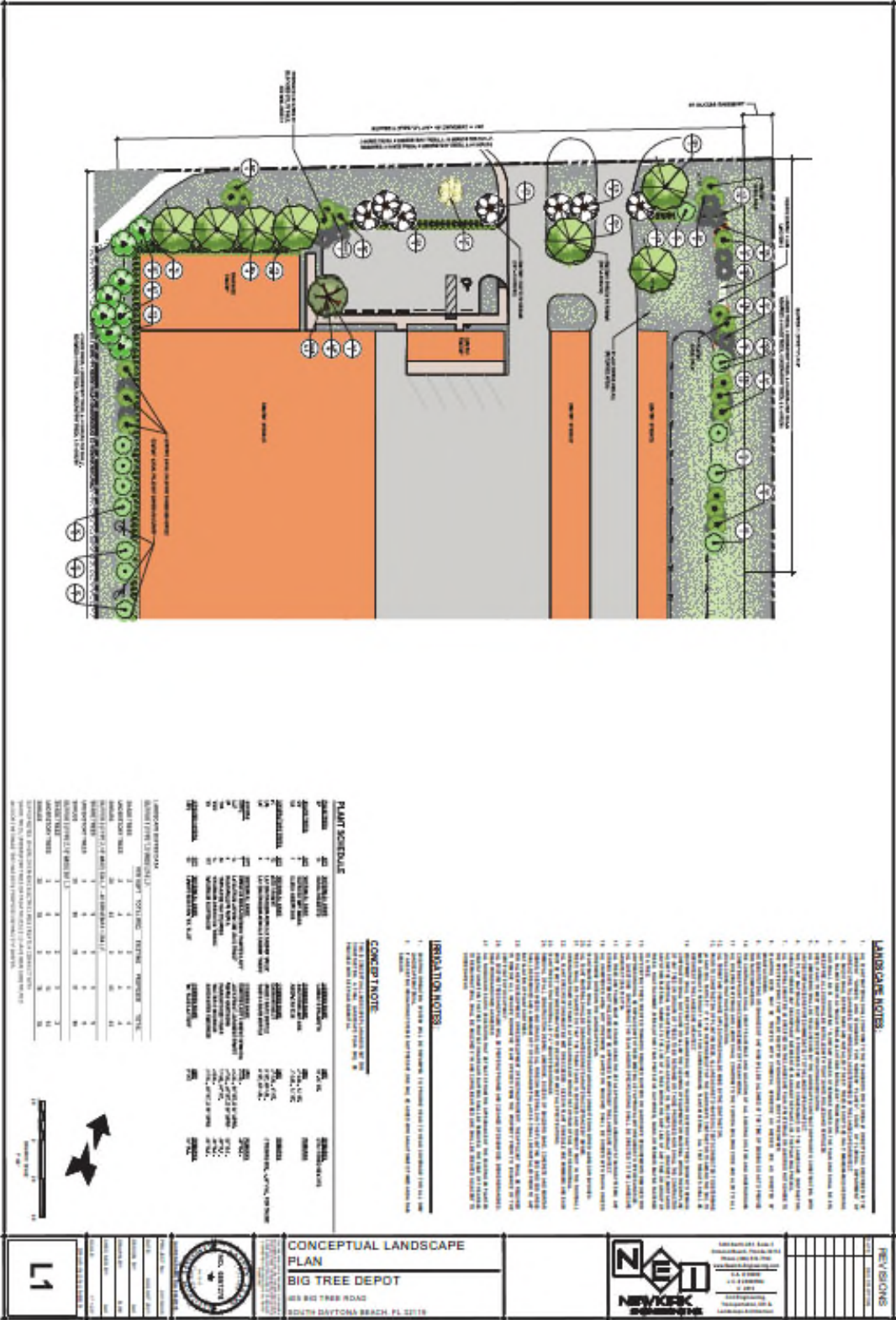








Exhibit "D"  
Building Elevation







# STAFF REPORT

## EDISON POINTE PRELIMINARY PLAT

CASE NO. 2022-01

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**REQUEST:** Approval of Edison Pointe (947 Big Tree Road), Preliminary Plat

**LOCATION:** 947 Big Tree Road (Figure 1)

**OWNER:** Edison Pointe, LLC

**APPLICANT:** Richard Maugeri

**PLANNING & APPEALS BOARD**

**DATE:** March 16, 2022

**STAFF RECOMMENDATION:** Approval

**STAFF CONTACT:** S. Laureen Kornel, AICP, Director

**TENTATIVE CITY COUNCIL**

**DATE:** April 12, 2022

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**INTRODUCTION:** The applicant requests approval of the Edison Pointe Preliminary Plat. If approved, the applicant intends to subdivide the  $\pm 8.72$ -acre vacant property into an 86-unit two-story townhome development including tree preservation and open space with on-site private roads, drainage, stormwater and utilities. As shown below in Figure 1, the subject property is located at 947 Big Tree Road east of the intersection of South Nova and Big Tree Roads.



Figure 1. Edison Pointe Location Aerial



**BACKGROUND:** The proposed Edison Pointe townhome development lies between a Big Tree Shores Mobile Home Subdivision to the west and Oak Meadow Townhomes to the east.



The property is currently developed with a vacant 1-story single family home which is planned for demolition. The depth of the property is  $\pm 1,160$  linear feet with a width of  $\pm 327$  linear feet. The property is surrounded by residential uses to the east, west and south with industrial uses to the north. The site is mostly treed and there is an existing pond located on the southwest side of the parcel. The surrounding uses are shown in Table 1.

**TABLE 1: Land use and zoning classifications of adjacent properties.**

	Current Land Uses	Future Land Use Designation	Zoning Classification
<b>North</b>	Giles Electric and Votran	"Light Industrial"	LI (Light Industrial)
<b>South</b>	Single-Family Residential	"Residential Density 1"	R1A (Single Family Residential)
<b>East</b>	Multi-family	"Residential Density 3"	R3 (Multiple Family Residential)
<b>West</b>	Mobile Home Subdivision	"Residential Density 3"	MHS (Mobile Home Subdivision)

The subject property has a land use designation of "Residential Density 3" and a zoning classification of R-3 (Multiple Family residential district). The purpose of the R3 zoning classification states, "The intent of the R-3 district is to provide for the construction of multiple-family dwellings on tracts of single or common ownership; require the preparation and approval of detailed site plans; and require a sufficient amount of open space. Properties in the R-3 district shall have direct access to an arterial, collector or minor collector as designated by the comprehensive plan." The R-3 zoning district permits



townhomes and requires a minimum lot size of one acre with a maximum number of dwelling units not to exceed ten units per gross acre consistent with the “Residential Range #3” land use which accommodates eight to ten units per acre. The zoning classification is consistent with the policy directive of the future land use designation. The plat and subdivision plans have been designed according to the requirements of the City’s Land Development Code and the dimensional standards outlined in the R3 zoning district of the Code (Attachments 1 and 2).

For properties that desire to subdivide land by more than one lot, a plat is required. The applicant has requested preliminary plat which will show the plat in a draft format, the site survey, and infrastructure improvements needed to support the subdivision of land. The preliminary plat is reviewed at the Planning and Appeals Board and requires one approval hearing by the City Council. The second step of the process is final plat which requires a recommendation from the Planning and Appeals Board and final approval by the City Council. The plat will be recorded with the Volusia County Clerk of the Court which allows the property owner to sell or to submit building permits for the individual units.

**ANALYSIS:** In accordance with *Section 5.5(G)* of the Land Development Code, the assigned R3 zoning classification provides the requirements for the subdivision of land. The project seeks approval of the preliminary plat and would construct the infrastructure needed for the proposed development. Once these improvements are completed, a final plat shall be processed. The 8.72-acre site will have 3.72 acres of impervious surface along with tree preservation and open space with on-site improvements including stormwater, landscaping, parking, and utilities. Attachment 2 of this report provides a conceptual site plan rendering showing the property is being developed for an 86-unit, two-story townhome development with a 24’ private right-of-way, a 2-monument signed entranceway and a tree preservation easement. The project also proposes a dog park, covered mail kiosk and a fountain.

The Edison Pointe Homeowners Association will operate and maintain the entire stormwater management system. All roads, drainage, stormwater and utilities located on-site are private ownership and shall be maintained and operated by the Edison Pointe Home Owners Association.

**CONCLUSION:** In accordance with *Section 3.2(J)(2)* of the Land Development Code, there are certain criteria that must be evaluated before a Preliminary Plat may be approved. The Planning & Appeals Board must consider the following criteria when making their recommendation:

**1. Identifies any provision of the Code, Comprehensive Plan or other law relating to the proposed change and describes how the proposal relates to them.**

The proposed plat has been reviewed by the Development Review Committee in accordance with the City’s policy documents and has been determined to be consistent with the Land Development Code and the Comprehensive Plan. In addition, at the time of final plat, as required, the project will be reviewed by a third-party reviewer in accordance with Chapter 177, F.S.



## 2. States factual and policy considerations pertaining to the recommendation.

In accordance with the Land Development Code, the purpose of the application is to subdivide the property into an 86-unit townhome development which requires preliminary and final plats. The property is designated “Residential Density 3” on the City’s Future Land Use Map (FLUM) and is zoned R3 (Multiple Family Residential) on the City’s Official Zoning Map. The Future Land Use Element of the Comprehensive Plan states the purpose of the Residential Density 3 is as follows: “These areas will accommodate development from eight to ten units per acre. This range includes developed multiple family and mobile home projects. It also includes some additional land as infills to existing multiple family areas and logical extensions to mobile home and multiple family areas”. The project meets the intended density of between eight and ten units per acre with a proposed density of just under ten units per acre. The following Comprehensive Plan policies support the proposed Preliminary Plat:

**GOAL:**           **PROVIDE FOR A LAND USE PATTERN WHICH WILL CREATE A QUALITY, WELL-ROUNDED COMMUNITY AND REINFORCE THE CITY’S COMMITMENT TO DEVELOPMENT AND REDEVELOPMENT.**

**OBJECTIVE 1:**       **Promote a residential land use pattern that contributes to quality housing, livable neighborhoods, and a variety of housing types and prices.**

**POLICY 1-4:**       Implement land development regulations which reflect residential densities as follows:

Density Range 1 – Four units/acre or less – to be applied to existing areas developed in this density range and major new residential areas.

Density Range 2 – Four to eight units/acre – to be applied where required by the existing development pattern.

Density Range 3 – Eight to ten units/acre – to be applied to existing areas developed in this density range and to logical extensions of multi-family and mobile home development areas.

## 3. Required review from the Development Review Committee.

The Development Review Committee has provided comments to the applicant which have been incorporated into the plat. The proposed plat provides for adequate access and egress for City services and emergency vehicles including an emergency access point at the southeast side of the property.

Water and sewer: The City receives water from the City of Daytona Beach which has sufficient capacity (24.0 MGD) to accommodate the 86-unit subdivision.

Stormwater: The City’s adopted level-of-service standard for stormwater drainage requires that all new retention/detention facilities be able to treat the runoff from a 25-year, 24-hour storm event and convey the runoff from a 100-year, 24-hour storm event without causing flooding or pollution of receiving water bodies. There must be no net loss



of stormwater retention function as a result of development; therefore, the subdivision property must have the same ability to store and discharge water after development as it does before development occurs. The proposed stormwater system for the subdivision consists of four (4) interconnected dry retention ponds with exfiltration trenches designed for water quality treatment and attenuation. The system ultimately discharges to existing wet detention pond. The system is designed to attenuate the post-development peak rate and volume of discharge to pre-development levels for the 25-year, 24-hour and 100-year, 24-hour storm events.

Recreation and Open Space: The City currently exceeds its Parks and Recreation Facilities level of service standard and has sufficient facilities to support the additional population from the proposed subdivision. In addition, the applicant proposes a dog park as part of the development.

Transportation: The project lies within the City's Transportation Concurrency Exception area will have only minimal or insignificant traffic impact onto Big Tree Road and surrounding roadway networks. The trip generation calculations show that the total project generated trip to external roadway network is 500 daily Trips, 38 AM Peak Trips (6 in, 31 out and 0 Pass-By) and 45 PM Peak Hour (30 In, 15 out and 0 Pass-By. Any additional trips will generate only a minimum increase in traffic and the current level-of-service requirement will be met.

School Capacity: The School Board of Volusia County has provided a letter of no objection.

There are adequate public facilities (roads, sidewalks, police, fire, utilities and schools) to serve the 86-unit townhome development. The plat approval shall be contingent on the applicant providing all utility and service extensions, including water and sewer.

**RECOMMENDATION:** It is recommended that the Planning Board **APPROVE** the preliminary plat for the 86-unit, two-story townhome development with associated site improvements known as "Edison Pointe".

Attachments: Attachment 1 - Preliminary Plat

Attachment 2 – Subdivision Concept Plan and Elevation



# **ATTACHMENT 1**

Preliminary Plat



# EDISON POINTE

A PORTION OF THE WESTERLY 323 FEET OF LOT 106, TOWN OF BLAKE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN DEED BOOK E, PAGE 150, AND IN PLAT BOOK 1, PAGE 38, AND IN MAP BOOK 15, PAGE 119, LYING IN SECTION 42, TOWNSHIP 15 SOUTH, RANGE 33 EAST, CITY OF SOUTH DAYTONA, VOLUSIA COUNTY, FLORIDA.

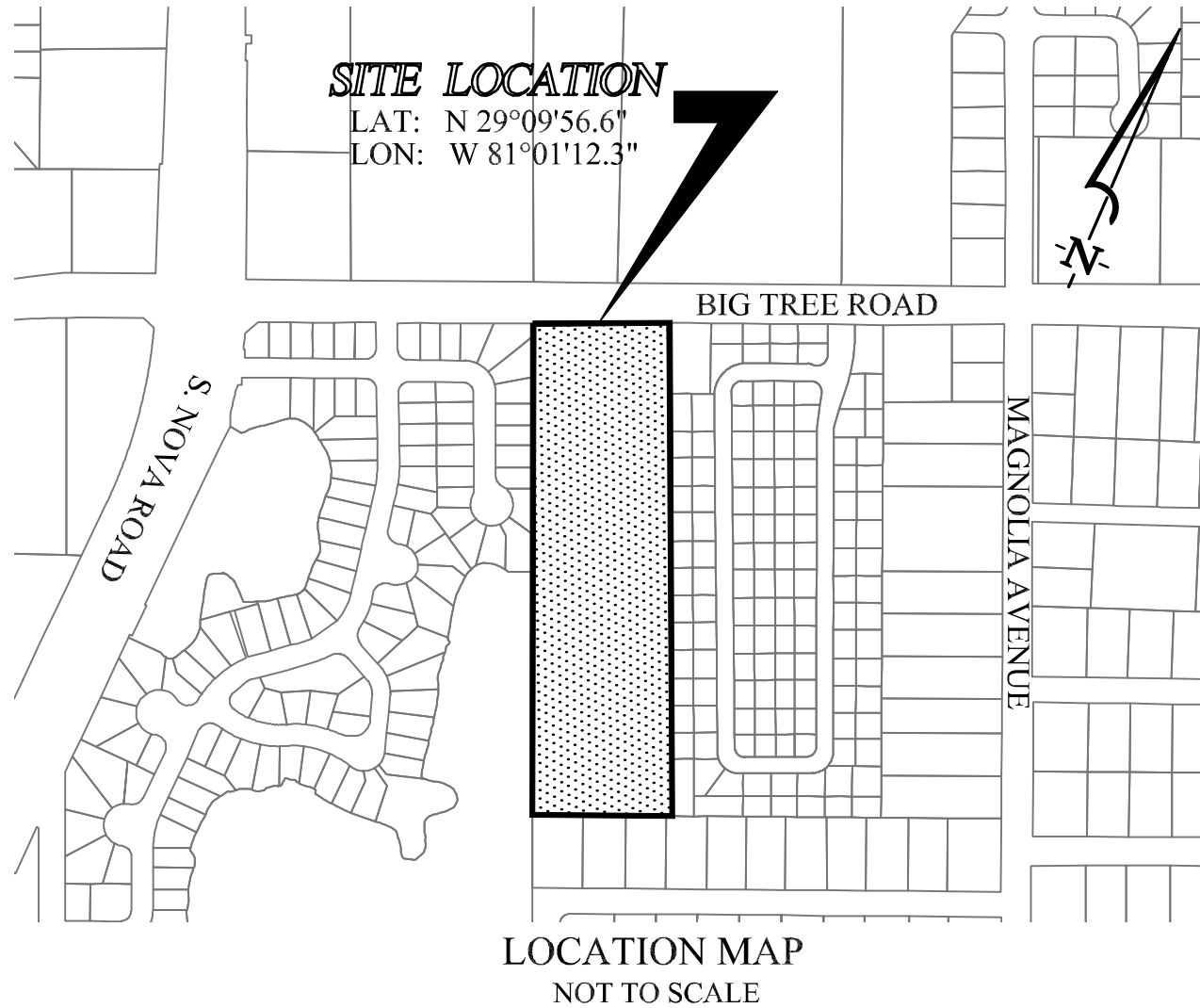
## LEGAL DESCRIPTION:

BEING THE WESTERLY 323 FEET OF LOT 106, TOWN OF BLAKE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN DEED BOOK E, PAGE 150, AND IN MAP BOOK 1, PAGE 38, AND IN MAP BOOK 15, PAGE 119, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. ALL LYING IN SECTION 42, TOWNSHIP 15 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY CORNER OF LOT 106, TOWN OF BLAKE, MAP OR PLAT THEREOF AS RECORDED IN DEED BOOK E, PAGE 150, AND IN MAP BOOK 1, PAGE 38, AND IN MAP BOOK 15, PAGE 119, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE NORTHEASTERLY CORNER OF LOT 5, BLOCK 3, BIG TREE SHORES, AS RECORDED IN MAP BOOK 31, PAGES 84 AND 85, PUBLIC RECORDS OF VOLUSIA COUNTY. SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BIG TREE ROAD (FORMERLY KNOWN AS HALIFAX AVENUE PER PLAT) ( A 100' RIGHT-OF-WAY PER PLATS), RUN THENCE N 64 DEGREES 10 MINUTES 41 SECONDS E ALONG THE NORTHERLY LINE OF LOT 106 OF SAID TOWN OF BLAKE AND THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BIG TREE ROAD, A DISTANCE OF 326.55 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY LINE EXTENDING NORTHERLY OF OAK MEADOW SUBDIVISION, AS RECORDED IN MAP BOOK 39, PAGES 88 & 89, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE S 25 DEGREES 55 MINUTES 15 SECONDS EAST ALONG THE SAID WESTERLY EXTENSION LINE, A DISTANCE OF 1,160.06 FEET TO THE SOUTHWESTERLY CORNER OF SAID OAK MEADOW SUBDIVISION, BEING A FOUND 4 INCH X 4 INCH MONUMENT STAMPED UPHAM INC LS 2296, SAID POINT BEING THE INTERSECTION OF THE SOUTH LINE OF AFORESAID LOT 106 AND THE NORTHERLY LINE OF PALM GROVE SUBDIVISION, AS RECORDED IN MAP BOOK 26, PAGE 91, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THENCE SOUTH 64 DEGREES 33 MINUTES 06" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 106 AND THE NORTHERLY LINE OF SAID PALM GROVE SUBDIVISION, A DISTANCE OF 328.97 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 106 AND THE NORTHWESTERLY CORNER OF SAID PALM GROVE, SAID POINT ALSO INTERSECTING WITH THE EASTERLY LINE OF AFORESAID BIG TREE SHORES, BEING A FOUND AXLE WITH NO IDENTIFICATION AS SHOWN ON THE SAID BIG TREES SHORES SUBDIVISION, THENCE DEPARTING SOUTHERLY LINE OF SAID LOT 106 NORTH 25 DEGREES 48 MINUTES 06 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 106 AND THE EASTERLY LINE OF SAID BIG TREES SHORES SUBDIVISION, A DISTANCE OF 11579.1 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 379,860± SQUARE FEET OR ALSO BEING 8.7± ACRES MORE OR LESS.

## GENERAL NOTES:

- BEARINGS SHOWN HEREON ARE ASSUMED ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF BIG TREE ROAD ( FORMERLY KNOWN AS HALIFAX AVENUE PER PLAT) (A 100' RIGHT-OF-WAY PER PLATS), BEING N 64°10'41" E. FOR ANGLE MEASUREMENT ONLY.
- SET 5/8" IRON ROD & CAP LB 8205 AT ALL LOTS, TRACTS AND RIGHT-OF-WAY CORNERS, EXCEPT NOTED BY A PRM OR PCP WILL BE SET IN ACCORDANCE WITH CHAPTER 177, PART 1, FLORIDA STATUTES.
- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT, WHETHER GRAPHIC OR DIGITAL. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE UNITED STATES SURVEY FOOT ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
- THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1 : 10,000, THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
- ALL CURVILINEAR LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE. (NR) DENOTES NON-RADIAL LINES RELATIVE TO CURVES.
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- BOUNDARY SURVEY DONE BY AIA SURVEYING, INC.
- EDISON POINTE HOMEOWNERS' ASSOCIATION, INC. SHALL OWN AND BE RESPONSIBLE FOR MAINTAINING TRACT "A" AND ALL STREETS, SIDEWALKS, STORMWATER DRAINAGE, POTABLE WATER, SANITARY SEWER, LANDSCAPING, TREE PRESERVATION, IRRIGATION AND IMPROVEMENTS CONSTRUCTED WITHIN THE BOUNDARIES OF THE PLAT. ALL PROPERTY OWNERS, RESIDENTS, AND PROSPECTIVE PURCHASERS ARE PUT ON NOTICE THAT IN THE EVENT THAT EDISON POINTE HOMEOWNERS' ASSOCIATION, INC. FAILS TO SATISFY THESE RESPONSIBILITIES AND THE CITY IS ASKED TO TAKE OVER SUCH RESPONSIBILITIES, THE CITY SHALL NOT BE OBLIGATED TO DO SO, BUT THAT IF THE CITY VOLUNTARILY ELECTS TO DO SO, SUCH COSTS SHALL BE FUNDED SOLELY BY SPECIAL ASSESSMENTS ASSESSED AGAINST EACH PROPERTY WITHIN THE SUBDIVISION, PAYABLE ANNUALLY BY EACH PROPERTY OWNER, TO FULLY FUND THE COSTS OF SUCH MAINTENANCE RESPONSIBILITIES.
- EDISON POINTE HOMEOWNER'S ASSOCIATION, INC. WILL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVICE THE AREA WITHIN THE BOUNDARIES OF THE PLAT IN ACCORDANCE WITH THE STORMWATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY.
- THERE IS A 10.00 FOOT UTILITY EASEMENT ACROSS THE FRONT OF ALL LOTS AND TRACTS AS SHOWN HEREON.
- THE LANDS DESCRIBED IN THIS PLAT ARE SUBJECT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR EDISON POINTE HOMEOWNERS' ASSOCIATION, INC. RECORDED IN OFFICIAL RECORDS BOOK \_\_\_\_\_, PAGES \_\_\_\_\_, THROUGH \_\_\_\_\_ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- THE PLAT IS SUBJECT TO ARTICLES OF INCORPORATION RECORDED IN OFFICIAL RECORDS BOOK \_\_\_\_\_, PAGES \_\_\_\_\_, THROUGH \_\_\_\_\_ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- ALL MEASUREMENTS SHALL REFER TO HORIZONTAL PLANE AND IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12=3.28083333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.



## INDEX OF SHEETS:

SHEET 1 - COVER, LEGAL DESCRIPTION, DEDICATIONS, NOTES, LEGEND, AND VICINITY MAP  
SHEET 2 - KEY MAP  
SHEET 3 - DETAIL SHEET  
SHEET 4 - DETAIL SHEET

## LEGEND:

CCCR	= CERTIFIED CORNER REPORT	⊙	CENTERLINE RIGHT-OF-WAY
D.E.	= DRAINAGE EASEMENT	□	FOUND 4" X 4" CONCRETE MONUMENT AS NOTED
FD	= FOUND	⚡	SET NAIL AND DISK STAMPED (PCP LB 8205)
FDEP	= FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION	●	SET 4" X 4" CONCRETE MONUMENT STAMPED PRM LB 8205
FDNR	= FLORIDA DEPARTMENT OF NATURAL RESOURCE		SET 5/8" IRON ROD & CAP LB 8205 AT ALL LOTS, TRACTS AND RIGHT-OF-WAY CORNERS, EXCEPT NOTED BY A PRM OR PCP WILL BE SET IN ACCORDANCE WITH CHAPTER 177, PART 1, FLORIDA STATUTES.
FL	= FLORIDA		
ID	= IDENTIFICATION		
IRC	= IRON ROD & CAP		
LB	= LICENSED BUSINESS		
LS	= LICENSED SURVEYOR		
M.B.	= MAP BOOK		
No.	= NUMBER		
O.R.	= OFFICIAL RECORD BOOK		
P.B.	= PLAT BOOK		
PC	= POINT OF CURVATURE		
PCC	= POINT OF COMPOUND CURVATURE		
PCP	= PERMANENT CONTROL POINT		
PG	= PAGE		
PGS	= PAGES		
PK	= PARKER KALON NAIL		
PLS	= PROFESSIONAL LAND SURVEYOR		
PSM	= PROFESSIONAL SURVEYOR & MAPPER		
PRM	= PERMANENT REFERENCE MONUMENT		
PRC	= POINT OF REVERSE CURVATURE		
PT	= POINT OF TANGENT		
R	= RADIUS		
R/W	= RIGHT-OF-WAY		
SQ.FT.	= SQUARE FEET		
U.E.	= UTILITY EASEMENT		

**SHEET 1 OF 4**

## MAP BOOK

## PAGE

### DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE EDISON POINTE, LLC BEING THE OWNER OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED "EDISON POINTE" LOCATED IN THE CITY OF SOUTH DAYTONA, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATED SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED. TRACT "A" AND ALL ACCESS, DRAINAGE AND UTILITY EASEMENTS SHOWN OR DESCRIBED ON THE PLAT ARE DEDICATED TO THE EDISON POINTE HOMEOWNERS' ASSOCIATION, INC. ALL ACCESS, DRAINAGE AND UTILITY EASEMENTS ARE GRANTED TO THE CITY OF SOUTH DAYTONA FOR PROPER PURPOSES. TRACT "A" AND ALL UTILITY EASEMENTS ARE GRANTED TO PUBLIC UTILITY PROVIDERS FOR INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES.

IN WITNESS WHEREOF, EDISON POINTE, LLC HAS CAUSED THERE PRESENTS TO BE SIGNED AND ATTESTED BY THE OWNER NAMED BELOW.  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

BY: \_\_\_\_\_ WITNESS BY: \_\_\_\_\_  
SIGNATURE SIGNATURE  
BY: \_\_\_\_\_ BY: \_\_\_\_\_  
PRINT NAME PRINT NAME

STATE OF FLORIDA, COUNTY OF VOLUSIA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, BY \_\_\_\_\_ AS MANAGER OF EDISON POINTE, LLC. A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY, SAID PERSON ACKNOWLEDGED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ON LINE NOTARIZATION AND [ ] IS PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED \_\_\_\_\_ AS IDENTIFICATION.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE.

SIGNATURE OF NOTARY

PRINTED NOTARY NAME  
[NOTARY STAMP]

MY COMMISSION EXPIRES

MY COMMISSION No.

### CERTIFICATE OF APPROVAL OF THE DESIGN AND INSTALLATION OF STREETS, UTILITIES AND OTHER REQUIRED IMPROVEMENTS

I HEREBY CERTIFY THAT ALL STREETS, UTILITIES AND OTHER REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO CITY SPECIFICATIONS AND STANDARDS AND ALL APPLICABLE REGULATIONS IN EDISON POINTE, OR THAT A GUARANTEE OF THE INSTALLATION OF THE REQUIRED IMPROVEMENTS IN A MANNER ACCORDING TO SECTION 33-147 OF THE CITY CODE HAD BEEN RECEIVED.

BY: \_\_\_\_\_ CITY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

### QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A LICENSED AND REGISTERED LAND SURVEYOR, DOES HEREBY CERTIFY THAT THE PLAT SHOWN AND DESCRIBED HEREON, ENTITLED EDISON POINTE, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION, THAT THE PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177 PART 1, FLORIDA STATUTES, AND THAT ALL MONUMENTATION SHOWN HEREON OR REQUIRED PER CHAPTER 177 PART 1, FLORIDA STATUTES, HAS BEEN PROPERLY PLACED.

DAVID McMILLEN PSM #6378  
AIA SURVEYING, Inc.  
555 W. Granada Blvd., Ste. D-7  
Ormond Beach, FL 32174

DATE:

REGISTRATION NUMBER  
LB #8205

### CERTIFICATE OF APPROVAL

I HEREBY CERTIFY TO THE CITY, THAT I HAVE REVIEWED THE FOREGOING PLAT FOR COMPLIANCE WITH THE REQUIREMENTS OF CHAPTER 177 PART 1, FLORIDA STATUTES, AND THAT I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR AND MAPPER OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM SUCH REQUIREMENTS.

(SIGNATURE) \_\_\_\_\_ DATE: \_\_\_\_\_

(PRINT NAME)

### CERTIFICATE OF APPROVAL BY THE CITY COMMISSION

THE CITY OF SOUTH DAYTONA COMMISSION DOES HEREBY APPROVE THE FINAL PLAT OF EDISON POINTE.

(SEAL)

MAYOR, SOUTH DAYTONA \_\_\_\_\_ DATE \_\_\_\_\_

### CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FOUND THAT IT COMPLIES, IN FORM, WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES, AND THAT IT WAS FILED FOR RECORD ON \_\_\_\_\_ AT \_\_\_\_\_ A.M.P.M.

BY: \_\_\_\_\_ FILE NO. \_\_\_\_\_

CLERK OF THE CIRCUIT COURT  
IN AND FOR VOLUSIA COUNTY, FLORIDA



### NOTICE

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

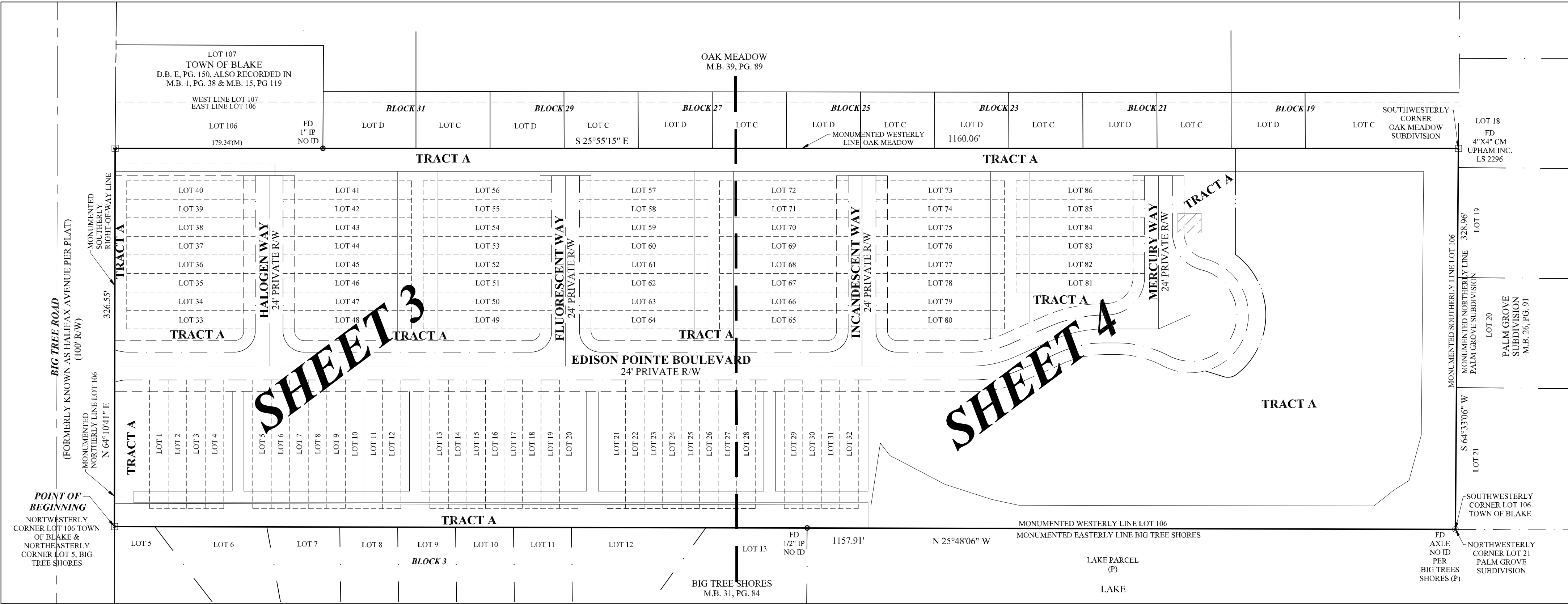
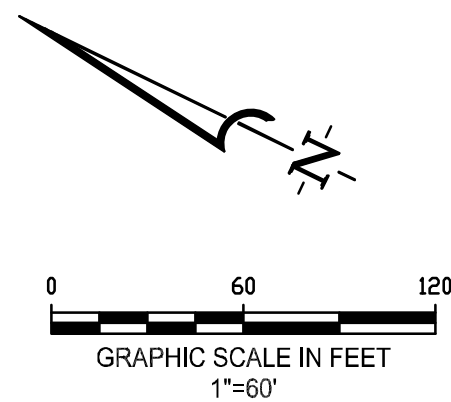


# EDISON POINTE

MAP  
BOOK

PAGE

A PORTION OF THE WESTERLY 323 FEET OF LOT 106, TOWN OF BLAKE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN DEED BOOK E, PAGE 150, AND IN PLAT BOOK 1, PAGE 38, AND IN MAP BOOK 15, PAGE 119, LYING IN SECTION 42, TOWNSHIP 15 SOUTH, RANGE 33 EAST, CITY OF SOUTH DAYTONA, VOLUSIA COUNTY, FLORIDA.



KEY MAP  
1"=60'

SHEET 2 OF 4



**S A 1 A**  
SURVEYING, INC.

Phone: 386.216.5730  
555 W Granada Blvd., Suite D7, Ormond Beach, Florida 32174 LB 8205

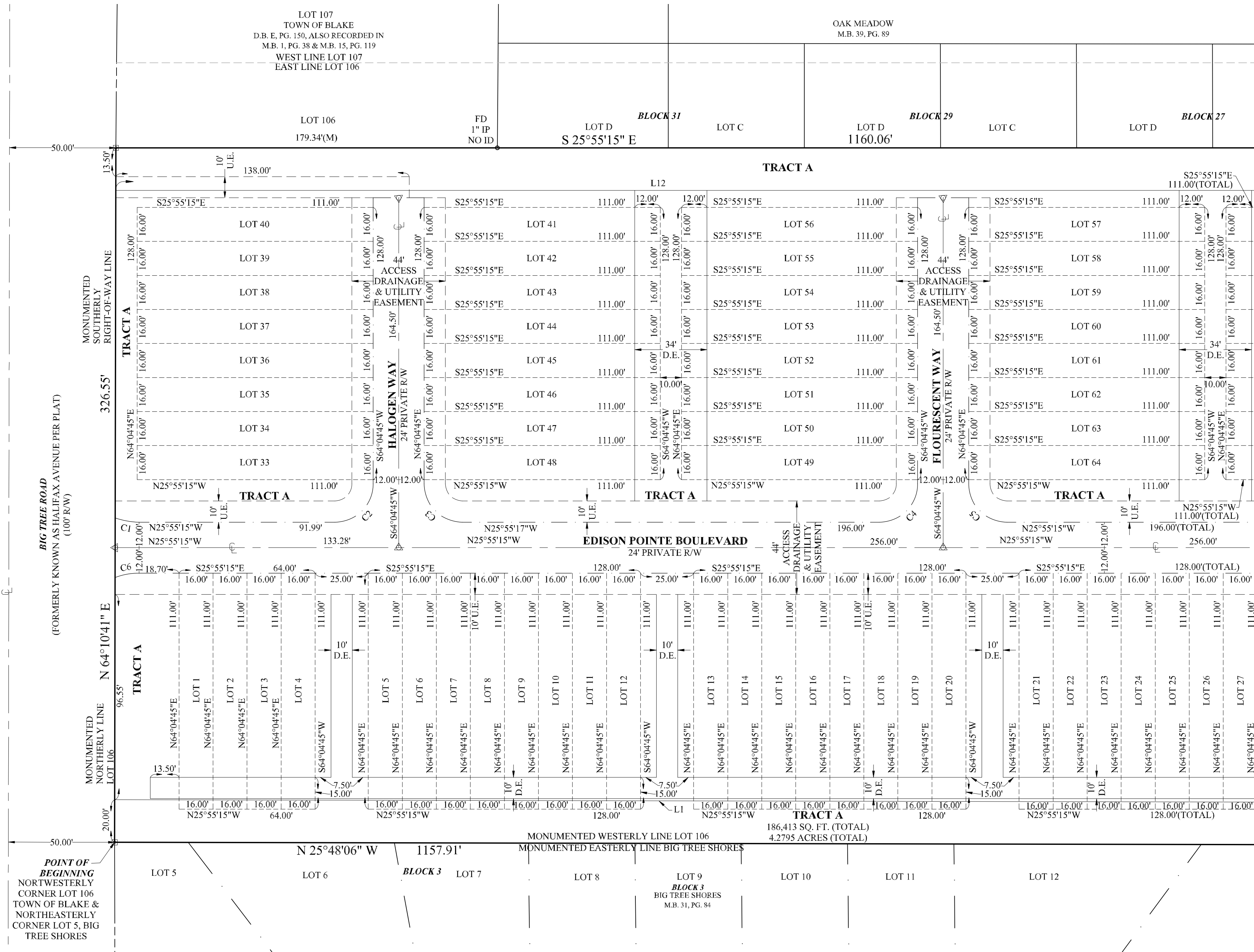
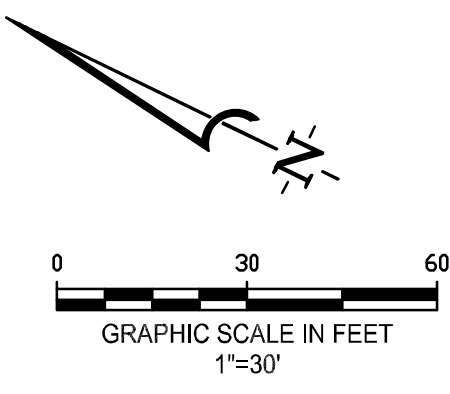


# EDISON POINTE

MAP  
BOOK

PAGE

A PORTION OF THE WESTERLY 323 FEET OF LOT 106, TOWN OF BLAKE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN DEED BOOK E, PAGE 150, AND IN PLAT BOOK 1, PAGE 38, AND IN MAP BOOK 15, PAGE 119, LYING IN SECTION 42, TOWNSHIP 15 SOUTH, RANGE 33 EAST, CITY OF SOUTH DAYTONA, VOLUSIA COUNTY, FLORIDA.



CURVE & LINE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	33.00'	11.49'	11.43'	N15°56'44"W	019°57'00"
C2	18.00'	28.27'	25.46'	N70°55'15"W	090°00'00"
C3	18.00'	28.27'	25.46'	N19°04'44"E	090°00'02"
C4	18.00'	28.27'	25.46'	S70°55'16"E	089°59'58"
C5	18.00'	28.27'	25.46'	N19°04'43"E	090°00'00"
C6	33.00'	11.54'	11.48'	S35°56'25"E	020°02'21"

TREE PRESERVATION EASEMENT

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S25°48'06"E	653.28'

SHEET 3 OF 4

Professional Surveyor

# S A 1 A

URVEYING, INC.

Phone: 386.216.5730  
555 W Granada Blvd., Suite D7, Ormond Beach, Florida 32174 LB 8205

Residential Commercial Construction



MAP	PAGE
BOOK	



TREE PRESERVATION EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
L.1	S25°48'00"E	63.28'
L.2	S79°34'54"W	3.79'
L.3	S26°25'44"W	13.36'
L.4	N01°40'45"E	54.11'
L.5	N08°05'03"W	42.21'
L.6	N13°48'48"W	23.79'
L.7	N25°48'06"W	306.61'
L.8	N64°00'44"W	22.03'
L.9	S58°10'09"W	11.45'
L.10	S79°31'18"W	40.85'
L.11	S64°33'06"W	227.41'
L.12	S25°55'15"E	1129.92'

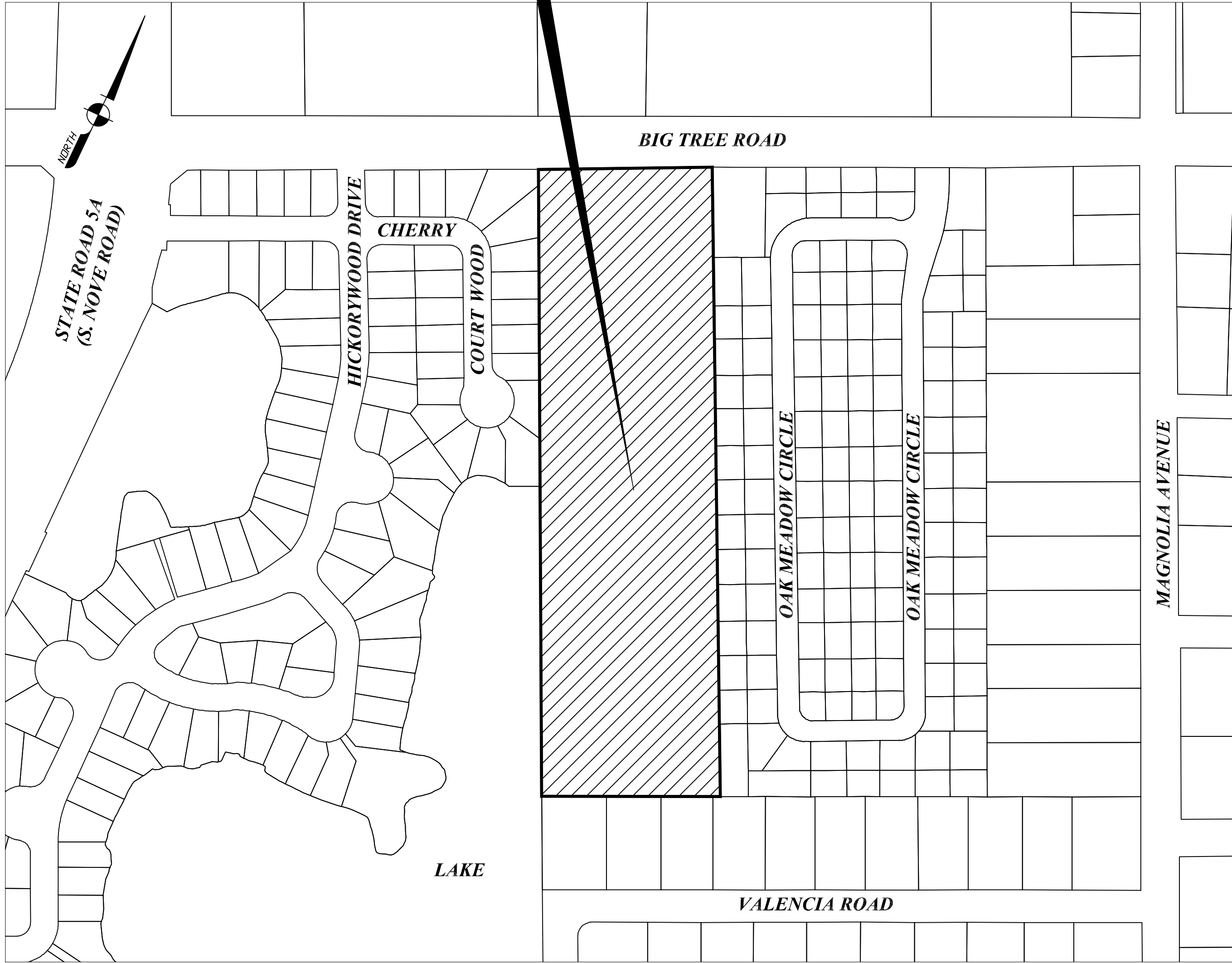


South Daytona Beach, Florida

LEGAL DESCRIPTION:

THE WEST 323 FEET OF LOT 106, BLAKE, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

**SITE LOCATION**  
LAT: N 29°09'56.9"  
LON: W 81°01'12.2"



NOT TO SCALE

## GENERAL NOTES:

1. BEARING STRUCTURE ASSUMED (N 64° 10' 41" E) ALONG THE SOUTH RIGHT-OF-WAY LINE OF BIG TREE ROAD. FOR ANGLE MEASUREMENT ONLY.
2. LEGAL DESCRIPTION PER OFFICIAL RECORDS BOOK 6197 PAGE 2588, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. NO TITLE WORK PROVIDED TO THIS SURVEYOR.
3. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1" = 60' OR SMALLER. ANY USE OF THIS FILE AT A SCALE LARGER THAN STATED, SHALL BE AT THE USER'S OWN RISK.
4. RECORD DIMENSIONS ARE SHOWN IN PARENTHESIS ( ), WHEN DIFFERS FROM MEASURED.

ELEVATIONS REFER TO (NAVD) NORTH AMERICAN VERTICAL DATUM 1988 FEET AND DECIMAL PART THEREOF. BENCHMARK REFERENCE NAVD DATUM OF 1988. BENCHMARK IS A CITY OF DAYTONA BEACH DESIGNATION: RMR - 26, ELEVATION = 8.84 FEET.

- A.) BENCHMARK #1: PUG AND IRON ROD AND CAP, LB 3019, MARKING THE NORTH WEST CORNER OF PROPERTY.  
ELEVATION = 5.68 FEET.  
B.) BENCHMARK #2: SET IRON ROD, NO CAP, ELEVATION = 7.20 FEET.  
C.) BENCHMARK #3: SET NAIL IN 11 INCH OAK TREE NEAR THE TOP OF BANK, ELEVATION = 7.00 FEET.  
D.) BENCHMARK #4: FD CM, LS 2296, MARKING THE SOUTH EAST CORNER OF PROPERTY, ELEVATION = 8.87 FEET.  
E.) BENCHMARK #5: SET NAIL AND DISK, NO ID, IN SIDEWALK ON NORTH SIDE OF BIG TREE NEAR SEWER MANHOLE.  
ELEVATION = 9.18 FEET.

6. FLOOD PLANE CERTIFICATION ACCORDING TO THE FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) F.I.R.M (FEDERAL INSURANCE RATE MAP), COMMUNITY OF CITY OF SOUTH DAYTONA, FLORIDA NUMBER 120314, PANEL NUMBER 12127 C 0367 J, DATED: SEPTEMBER 29, 2017. THE PROPERTY IS IN FLOOD ZONE "X", "X"(2%) AND "AE" (EL7).

- A.) OFFICIAL RECORDS BOOK 6197, PAGE 2588, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.  
B.) TOWN OF BLAKE, AS RECORDED IN MAP BOOK 15, PAGE 119, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.  
C.) PALM GROVE SUBDIVISION, AS RECORD IN MAP BOOK 26, PAGE 91 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.  
D.) BIG TREE SHORES, AS RECORD IN MAP BOOK 31, PAGE 84 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.  
E.) OAK MEADOW, AS RECORD IN MAP BOOK 39, PAGE(S) 88-89 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

8. THE BOUNDARY LINES SHOWN ARE COMPRISED FROM THE SAID INFORMATION ALONG WITH EXISTING MONUMENTATION FOUND IN THE FIELD. SURVEY DOES NOT DETERMINE OR REFLECT OWNERSHIP. THERE MAY BE OTHER INFORMATION NOT ON RECORD OR PROVIDED, SUCH AS: DEEDS OR SURVEY HELPERS FROM OTHER THAT ARE NOT ON RECORD TO A1A SURVEYING AT THE TIME OF SURVEY. A1A SURVEYING ATTEMPTS TO CONTACT LOCAL SURVEYORS FOR HELPER SURVEYS. SEE LIMITATIONS.

9. UNDERGROUND UTILITIES NOT LOCATED EXCEPT AS SHOWN, PER FIELD VISIBLE LOCATIONS OR MARKINGS

## 10. LIMITATIONS

- A) THE CLIENT AND/OR THEIR LEGAL REPRESENTATIVE(S) IS REQUIRED PER FLORIDA STATUTE RULE 51-17.052(2)(D)(4) AND THE ALTA REQUIREMENTS THAT ALL RECORDED INSTRUMENTS (EASEMENTS, RIGHT-OF-WAY(S) & ETC.) THAT APPLIES TO THIS SURVEY MUST BE PROVIDED TO THIS SURVEYOR. SOME INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAY(S) AND OR OWNERSHIP HAVE BEEN FURNISHED TO THE SURVEYOR, PER TITLE COMMITMENT. THERE MAY BE ADDITIONAL RECORDINGS NOT PROVIDED TO THIS SURVEYOR THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY OR A PREVIOUS SURVEY BY OTHERS NOT ON RECORD THAT WERE NOT PROVIDED AT THE TIME OF THIS SURVEY. THIS SURVEYOR RETAINS THE RIGHT TO REVISE HIS OR HER SURVEY WHEN SAID DOCUMENTATION IS PRESENTED.

- b.) IT IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THIS SURVEYOR AND THE FIRM FROM WHICH IS FORMULATED ON HIS / HER BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED BY THE OWNER, LENDER, OR OWNER'S CONTRACTORS OR OTHERS WHICH IS USED AS A BASIS TO FORMULATE THIS SURVEYOR'S OPINION.

- C.) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE PARTY PER FLORIDA STATUTES CHAPTER RULE 5J-17.051(3)(5)(6).

- D.) THE ACCEPTANCE OF THIS SURVEY AS CERTIFIED FOR THE EXCLUSIVE USE OF NAMES SHOWN HEREON SHALL CONSTITUTE FULFILLMENT OF MY CONTRACTUAL OBLIGATION. "ORIGINAL," AS DEFINED HEREON REFERS TO THE SIGNED AND SEALED GRAPHIC REPRESENTATION OF THE FIELD SURVEY. CAD FILES ARE NOT THE SURVEY AND THERE MAY BE A SURCHARGE FOR THEM.

- E.) TAX PARCEL IDENTIFICATION NUMBERS, ADJACENT OWNERS NAME AND ADDRESS WHEN SHOWN, IS TAKEN FROM SAID COUNTY PROPERTY WEB SITE.

- F.) TREE INFORMATION:  
TREES AS SHOWN ON THE SURVEY IS FOR THE LOCATION AND DIAMETER TAKEN APPROXIMATELY 4 TO 4-1/2 FEET ABOVE GROUND LEVEL (APPROXIMATELY CHEST HEIGHT). THE TREE IDENTIFICATION SHOWN IS USUALLY A COMMONLY KNOWN NAME. HOWEVER, THE ACCURACY OF THE SPECIES OF SAID IDENTIFICATION SHOULD BE IDENTIFIED AND CONSULTED BY AN ARBORIST OR ANY OTHER PROFESSIONAL LICENSED TO IDENTIFY TREES (LANDSCAPE ARCHITECT, ENVIRONMENTALIST, ETC.). IDENTIFICATION IS OUT OF THE EXPERTISE OF A FLORIDA SURVEYOR OR MAPPER, UNLESS THEY POSSESS SUCH CERTIFICATES. NO PALM TREES LOCATED BELOW 12 INCHES IN DIAMETER ON SUBJECT PROPERTY. NO PINE TREES WERE LOCATED ON SUBJECT PROPERTY.

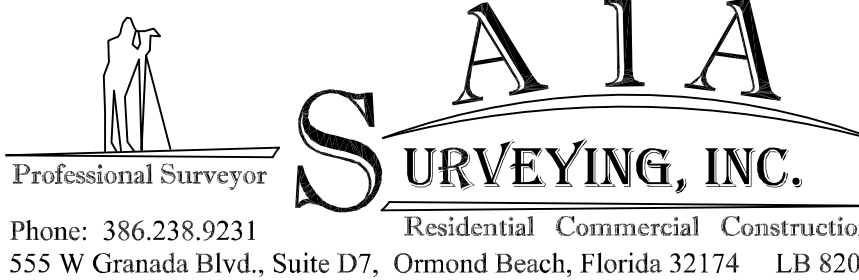
- G.) TOPOGRAPHIC SURVEY:  
CONTOURS ARE ON ONE FOOT INTERVALS, INTERPOLATED BETWEEN GRIDS, VISIBLE GRADE BREAKS, ALONG WITH  
RANDOM GROUND ELEVATIONS.

LEGEND:

AC	AIR CONDITION	ID	IDENTIFICATION	N/D	NAIL AND DISK (AS NOTED)		HENCHMARK		IRON PIPE AND CAP (AS NOTED)		CHAIN FENCE
CC	CALCULATED	INV	INVERT	PL	PLAT		PLAT		IRON ROD AND CAP (AS NOTED)		TOE OF BANK
CM	CONCRETE MONUMENT (AS NOTED)	P	IRON PIPE (AS NOTED)	PGS	PAGE / PAGES		CABLE RISER		IRON ROD AND CAP (AS NOTED)		TOE OF SLOPE
CP	CONCRETE PILE	PC	IRON PIPE AND CAP (AS NOTED)	R/S	REGISTERED SURVEYOR		CATCH BASIN		IRON ROD AND CAP (AS NOTED)		TOE OF SLOPE
D	DEED OF DESCRIPTION	R	IRON ROD (AS NOTED)				CATCH BASIN		IRON ROD AND CAP (AS NOTED)		TOE OF SLOPE
FE	FEDERAL EMBLEM	RC	IRON ROD AND CAP (AS NOTED)				CATCH BASIN		IRON ROD AND CAP (AS NOTED)		TOE OF SLOPE
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY	IB	IRON ROD BUSINESS				CATCH BASIN		IRON ROD AND CAP (AS NOTED)		TOE OF SLOPE
F.L.R.M.	FEDERAL LAND RECLAMATION MAP	L	LIMITED COMPANY				CATCH BASIN		IRON ROD AND CAP (AS NOTED)		TOE OF SLOPE
FL	FLORIDA	LLC	LIMITED LIABILITY COMPANY				CATCH BASIN		IRON ROD AND CAP (AS NOTED)		TOE OF SLOPE
FLORIDA	FLORIDA	LS	LIMITED SURVEYOR				CATCH BASIN		IRON ROD AND CAP (AS NOTED)		TOE OF SLOPE
FR	FLORIDA POWER AND LIGHT	M	MEASURED				CATCH BASIN		IRON ROD AND CAP (AS NOTED)		TOE OF SLOPE
FT	FLORIDA	N	NUMBER				CATCH BASIN		IRON ROD AND CAP (AS NOTED)		TOE OF SLOPE
GF	GARAGE FLOOR	NAD	NORTH AMERICAN DATUM				CATCH BASIN		IRON ROD AND CAP (AS NOTED)		TOE OF SLOPE
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		NAD	NORTH AMERICAN DATUM								

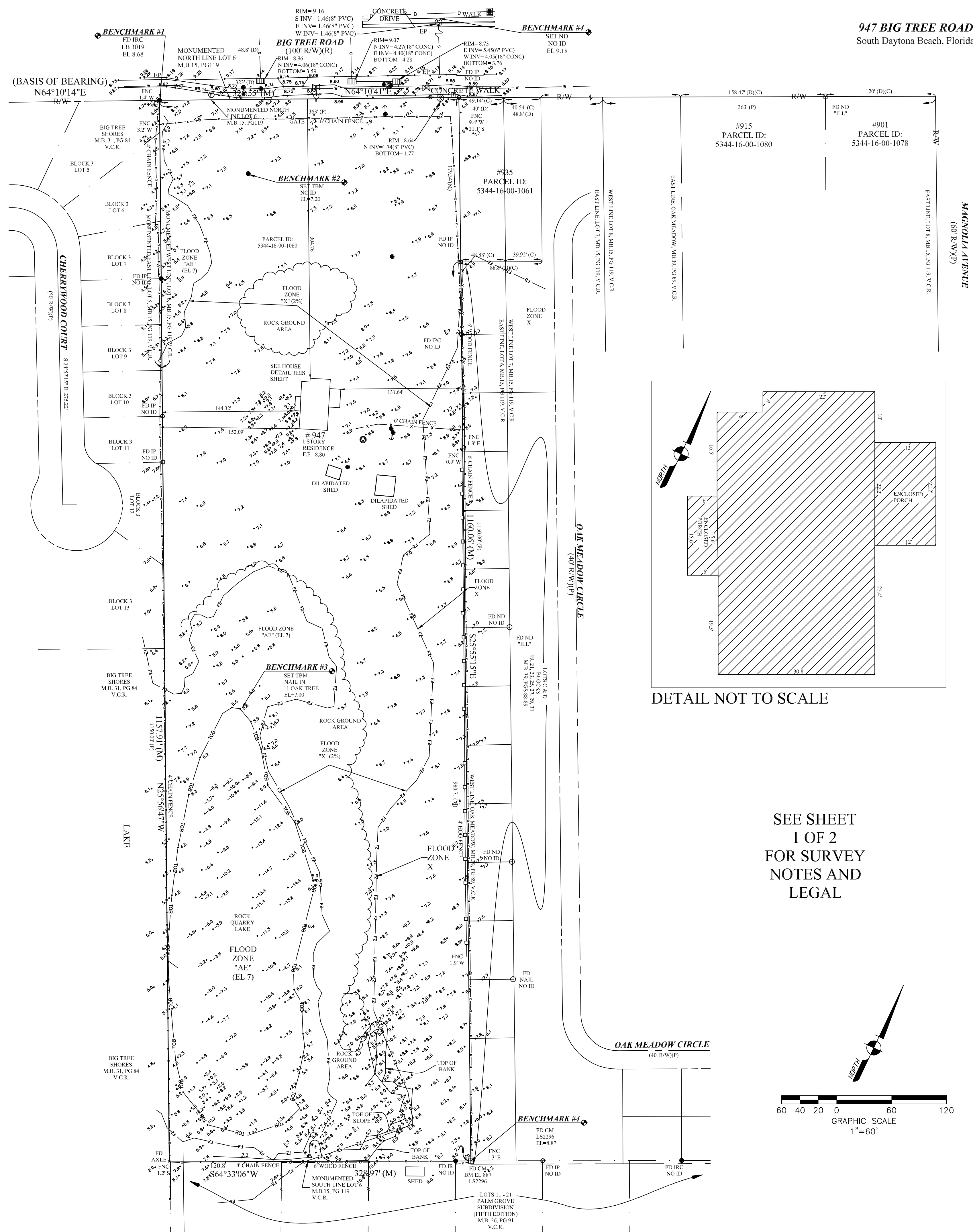
<b>CERTIFIED TO:</b> - EDISON POINTE, LLC. - Old Republic National Title Insurance Company - Glenn D. Storch, PA.		<b>TYPE OF SURVEY:</b> Boundary, Topographic and Tree <b>REVISIONS:</b> Revised Tree Count.....08-23-21 BR Revised Unknown Trees .....09-01-21 BR Added Inverts.....09-28-21 KB Added Certifications per email.....11-22-2021	
<b>Field Work by:</b> TE <b>Date:</b> 08/19/21 <b>Office Work by:</b> BR <b>Date:</b> 08/20/21 <b>Field Book:</b> 15 <b>Page:</b> ____ <b>Scale:</b> N/A		<b>SITE ADDRESS:</b> 947 Big Tree Road S. Daytona Beach, Florida	
		<b>PROJECT:</b> 21-071	














***SHEET 1 OF 2***



SURVEY IS **NOT VALID** WITHOUT  
SHEETS 1 THROUGH 2 TOGETHER  
SEE SHEET 2 OF 2  
FOR SURVEYOR'S SIGNATURE





TREE LEGEND / SYMBOLS / COUNT		
ASH		42
BAY		23
BOX ELDER		5
CEDAR		54
CHINABERRY		08
CHINESE PRIVET		1
ELM		37
HACKBERRY		224
HICKORY		03
OAK		221
PALM		31
SWEETGUM		04
TOTAL TREE COUNT:		653
 DENOTES 12" DIAMETER TRUNK (TYPICAL)		

***SHEET 2 OF 2***  
SURVEY IS ***NOT VALID*** WITHOUT  
SHEETS 1 THROUGH 2 TOGETHER

**Professional Surveyor**

**ALA**  
**SURVEYING, INC.**

Commercial Construction  
31750 Highway 19, Suite 200, Florida 32174 LB 8205

Phone: 386.238.9231  
555 W Granada Blvd., Suite 200, Orlando, FL 32809

THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS SUBMITTED TO THE FLORIDA BOARD OF SURVEYING, SECTION 47.202, FORDS, SECTION 47.202, FORDS, ORIGINAL LABELED SHALL.

08-02-2021  
PSM #6378  
David McMillon

NOT VALID FOR ANY PURPOSES WITHOUT THE SIGNATURE OF A FLORIDA LICENSED SURVEYOR

FLORIDA BOARD OF SURVEYING  
SECTION 47.202, FORDS, ORIGINAL LABELED SHALL.

6378

DAVID MC MILLON

<b>CERTIFIED TO:</b> -- EDISON POINTE, L.L.C. -- Old Republic National Title Insurance Company -- Grant D. Storch, PA.	<b>TYPE OF SURVEY:</b> Boundary, Topographic and Tree	
	<b>REVISIONS:</b> Revised Tree Count.....08-23-21 BR Revised Unknown Trees.....09-01-21 BR Added Inverts.....09-28-21 KB Added Certifications per email.....11-22-2021	
Field Work by: <u>TE</u> Date: 08/19/21 Office Work by: <u>BR</u> Date: 08/20/21 Field Book: <u>15</u> Page: <u>1</u> of <u>60</u> Scale: <u>1"=60'</u>	<b>SITE ADDRESS:</b> 947 Big Tree Road S. Daytona Beach, Florida	<b>PROJECT:</b> 21-071



# **ATTACHMENT 2**

Subdivision Plan and Elevation



# EDISON POINTE



Big Tree Road

Sign

Sign

Halogen Way

Fluorescent Way

Incandescent Way

Mercury Way

Edison Pointe Boulevard

Vinyl Privacy Fence

Vinyl Privacy Fence

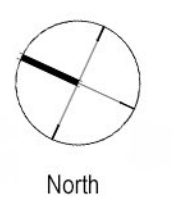
Black Chainlink Fence

Dog Park

Bench

Bench

Mail Kiosk



0 20 40 80  
Scale in Feet



INDEX OF SHEETS	
DWG.NO.	DESCRIPTION
1	COVER
2A - 2B	BOUNDARY AND TOPOGRAPHIC SURVEY
3 - 5	CONSTRUCTION NOTES AND SPECIFICATIONS
6 - 7	DEMOLITION, TREE REMOVAL AND SWPPP PLAN
8 - 9	SWPPP DETAILS AND NOTES
10	SITE LAYOUT PLAN
11	EASEMENT PLAN
12	DRAINAGE MASTER PLAN
13 - 16	DRAINAGE DETAILS
17 - 18	GRADING PLAN
19 - 20	CROSS SECTIONS
21	UTILITY MASTER PLAN
22 - 29	UTILITY PLAN AND PROFILE
30	AUTOTURN FIRE TRUCK PLAN
31 - 32	DETAIL AND SPECIFICATIONS
33	MISCELLANEOUS DETAILS AND NOTES
34 - 37	FDOT STANDARD DETAILS
38	MAINTENANCE OF TRAFFIC DETAILS
39	TREE PRESERVATION PLAN
40	PHOTOMETRIC PLAN
L1	LANDSCAPE PLAN
L2	LANDSCAPE PLAN
L3	LANDSCAPE PLAN
L4	LANDSCAPE DETAILS AND NOTES
L5	IRRIGATION PLAN
L6	IRRIGATION PLAN
L7	IRRIGATION PLAN
L8	IRRIGATION DETAILS AND NOTES

### LEGAL DESCRIPTION

A PORTION OF GOVERNMENT LOT 2, SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 5, COURT PARK SUBDIVISION PER MAP BOOK 9, PAGE 161, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUNNING NORTH 23 DEGREES 00 MINUTES 07 SECONDS WEST ALONG THE WESTERLY LINE OF NORTH HALIFAX DRIVE AS NAME IS NOW LAID OUT IN SOUTH DAYTONA, FLORIDA; (FORMERLY KNOWN AS FIRE TRAIL), A DISTANCE OF 315 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 65 DEGREES 48 MINUTES 23 SECONDS WEST, A DISTANCE OF 240.5 FEET; THENCE NORTH 23 DEGREES 04 MINUTES 07 SECONDS WEST 268 FEET TO A POINT; THENCE NORTH 65 DEGREES 48 MINUTES 23 SECONDS EAST TO THE WESTERLY LINE OF SAID NORTH HALIFAX DRIVE; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID NORTH HALIFAX DRIVE A DISTANCE OF 268 FEET TO THE POINT OF BEGINNING.

LESS THAT PORTION CONVEYED IN OFFICIAL RECORD BOOK 2888, PAGE 177, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

### PROJECT STATEMENT

PROPOSE A 86-UNIT, 2-STORY TOWNHOME DEVELOPMENT WITH PRIVATE ROADS. THE SITE CONSISTS OF 8.720 ACRES WITH 3.717 ACRES IMPERVIOUS SURFACE.

### JURISDICTIONAL AGENCY

CITY OF SOUTH DAYTONA (SITE PLAN)  
SJRWMD (STORMWATER)  
FDEP (NOI)  
FDEP (WASTEWATER)  
VOLUSIA COUNTY (RIGHT-OF-WAY USE)  
VOLUSIA COUNTY HEALTH DEPARTMENT (WATER)

### PERMIT No.

SP2021-26  
178878-1  
FLR  
2022-P-USE-0207

THE GENERAL CONTRACTOR SHALL ENSURE THAT ANY SUBCONTRACTOR HAS A COMPLETE SET OF CONSTRUCTION DRAWINGS FOR ITS RESPECTIVE WORK. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR SUBCONTRACTORS ONLY UTILIZING INDIVIDUAL DRAWINGS FOR ITS WORK WHERE ADDITIONAL INFORMATION MAY BE CONTAINED ON OTHER DRAWINGS WITHIN THE SET.

THESE DRAWINGS ARE THE PROPERTY OF NEWKIRK ENGINEERING, INC. ANY USE OR REPRODUCTION IN WHOLE OR PART IS PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF NEWKIRK ENGINEERING, INC. COPYRIGHT 2013 ALL RIGHTS RESERVED.

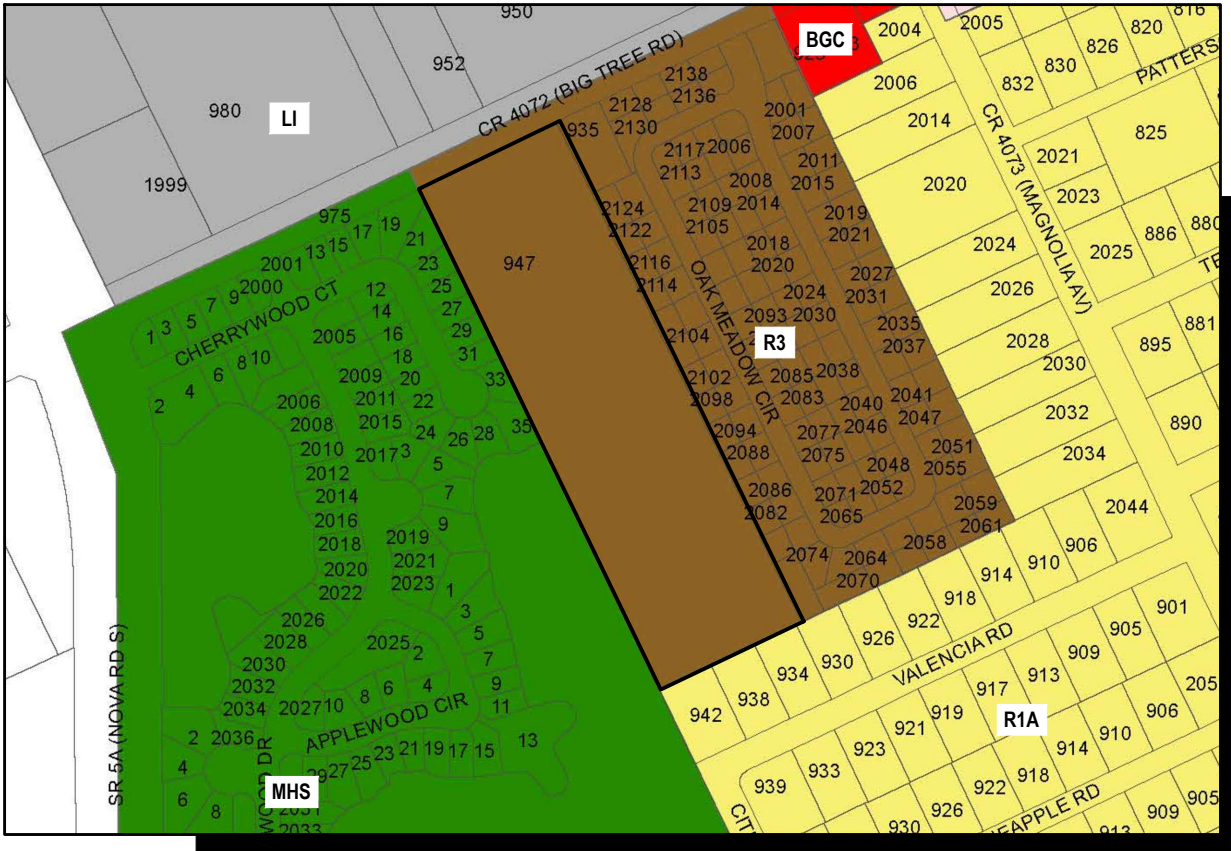


### FLOOD ZONE MAP

SCALE: 1" = 500'

FLOOD ZONE "A" & "AE"

PANEL 12127C03871, 9/28/2017



### ZONING MAP

SCALE: 1" = 400'

PROJECT ZONING DISTRICT: R3 (RESIDENTIAL DENSITY 3)



### SOILS MAP

SCALE: 1" = 400'

SOIL TYPES: (70) TUSCANILLA - URBAN LAND COMPLEX  
(99) WATER

# SUBDIVISION DRAWINGS FOR EDISON POINTE

SECTION 44 TOWNSHIP 15 S, RANGE 33 E

TAX PARCEL ID# 534416001060

947 BIG TREE ROAD

SOUTH DAYTONA, FL 32119

NOVEMBER 2021

REVISED FEBRUARY 2022

### PROJECT TEAM

PROPERTYOWNER/  
APPLICANT: EDISON POINTE, LLC  
1230 MAGNOLIA AVENUE  
DAYTONA BEACH, FL 32114  
PHONE: (386) 547-6176  
EMAIL: RICKM@RIDGE-DEVELOPMENT.COM

ENGINEER/  
PROJECT MANAGER/  
LANDSCAPE  
ARCHITECT: NEWKIRK ENGINEERING, INC.  
1230 NORTH HIGHWAY 1, SUITE 3  
ORMOND BEACH, FL 32174  
PHONE: (386) 872-7794  
EMAIL: CODY@NEWKIRK-ENGINEERING.COM

SURVEYOR: A1A SURVEYING, INC.  
555 W GRANADA BOULEVARD  
ORMOND BEACH, FL 32174  
PHONE: (386) 238-9231  
EMAIL: SHAWN@A1ASURVEYING.COM

GEOTECHNICAL: ECS FLORIDA, LLC  
2330 SOUTH NOVA, SUITE A  
SOUTH DAYTONA, FL 32119  
PHONE: (386) 944-9588  
FAX: (386) 944-9589

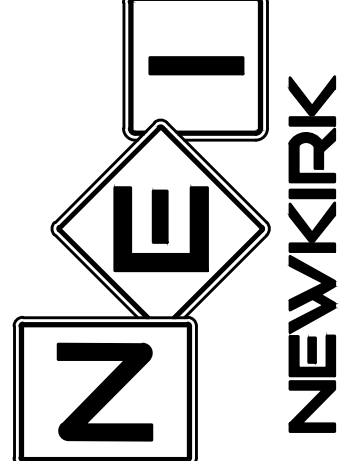
ENVIRONMENTAL: ECOLOGICAL CONSULTING SOLUTIONS, INC.  
410 NORTH STREET, SUITE 130  
LONGWOOD, FL 32750  
PHONE: (407) 869-9434  
FAX: (407) 869-9436  
EMAIL: BGRIFY@ECSFL.CC

### CONTACT NUMBERS

PLANNING & BUILDING - CITY OF SOUTH DAYTONA (386) 322-3020  
WATER - CITY OF SOUTH DAYTONA UTILITY DEPARTMENT (386) 322-3001 & (386) 322-3080  
WASTEWATER - CITY OF SOUTH DAYTONA UTILITY DEPARTMENT (386) 322-3001 & (386) 322-3080  
GAS - TECO PEOPLES GAS - (386) 672-2232  
ELECTRIC - FLORIDA POWER & LIGHT (386) 257-7502  
TELEPHONE/CABLE - AT&T (386) 254-8550

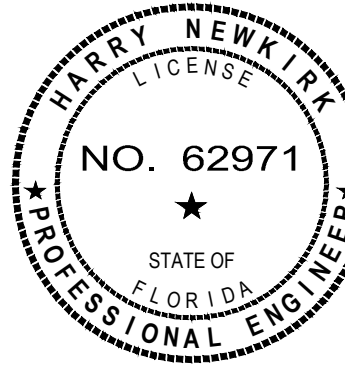


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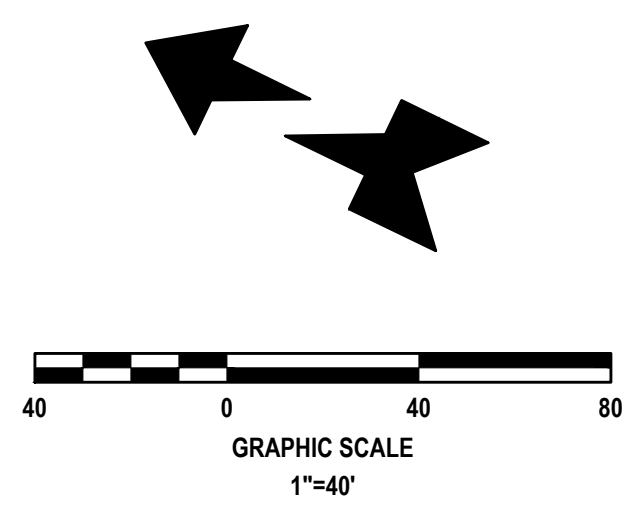


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DRAWING NUMBER

1





**DOG PARK / PLAYGROUND KEYNOTES:**

HTTPS://PARKWAREHOUSE.COM/PRODUCT/INTERMEDIATE-COURSE-BARKPARK-DOG-AGILITY-COURSE/

- (A) GYMS FOR DOGS 6" PARK BENCH (62ZDP235)
- (B) DOG PARK PET CLEAN UP WASTE STATION (DL-PWR-F)
- (C) KING OF THE HILL (62ZDP100)
- (D) PAWS TABLE (62ZDP110)
- (E) STEPPING PAWS (62ZDP130)
- (F) HOOP JUMP (62ZDP115)
- (G) DOGGIE CRAWL (62ZDP150)
- (H) ROVER JUMP OVER (62ZDP125)
- (I) DRINKING FOUNTAIN (648WF345)
- (J) GYMS FOR DOGS WELCOME SIGN (DL-WELCM-SIGN)
- (K) GYMS FOR DOGS RULES SIGN (DL-RULES-SIGN)

PROPERTY INFORMATION			
FUTURE LAND USE (FLU)	RESIDENTIAL DENSITY 3		
ZONING (w/ OVERLAY)	R-3 (MULTIPLE FAMILY RESIDENTIAL)		
FLOODZONE	X		
BUILDING USES	RESIDENTIAL		

REQUIRED SETBACKS			
FRONT	BUILDING	FEET	BUFFER
REAR	25	FEET	20
SIDE	20	FEET	10
SIDE/CORNER	25	FEET	10

DIMENSIONAL REQUIREMENTS			
MAX. BUILDING HEIGHT	REQ.	PROV.	
MAX. LOT IMPERVIOUS	35 FT	28 FT	
TREE PRESERVATION	75%	75.00%	
MIN. LOT OPEN SPACE	15%	N/A	
	40%	40%	

SITE COVERAGE - EXISTING			
AREA TYPE	SF	ACRE	% OF SITE
BUILDING	2,659	0.061	0.7%
ASPHALT PAVEMENT	0	0.000	0.0%
CONCRETE / SIDEWALKS	0	0.000	0.0%
WET POND	53,026	1.217	14.0%
GREEN SPACE	324,175	7.442	85.3%
TOTAL SITE	379,860	8.720	100.0%
TOTAL IMPERVIOUS	2,659	0.061	0.7%
TOTAL OPEN SPACE	377,201	8.659	99.3%

SITE COVERAGE - PROPOSED			
AREA TYPE	SF	ACRE	% OF SITE
BUILDING	87,290	2.004	23.0%
ASPHALT PAVEMENT / VUA	59,885	1.374	15.8%
CONCRETE / SIDEWALKS	14,781	0.339	3.9%
WET POND	52,782	1.212	13.9%
GREEN SPACE	165,162	3.792	43.5%
TOTAL SITE	379,860	8.720	100.0%
TOTAL IMPERVIOUS	161,916	3.717	42.6%
TOTAL OPEN SPACE	217,944	5.003	57.4%

PARKING REQUIREMENTS				
BUILDING USE	A. UNITS	B. SPACES	C. PER UNIT	D. REQ. SPACES
MULTI-FAMILY DWELLINGS	86	2	1	172
GUEST SPACES		10% OF REQUIRED SPACES		17
TOTAL REQUIRED SPACES				189

PROVIDED PARKING		
	%	PROV. SPACES
UNIT GARAGE	44.8%	86
UNIT DRIVEWAY	44.8%	86
GUEST SPACES	9.4%	18
ADA SPACES	1.0%	2
TOTAL PROVIDED SPACES		192

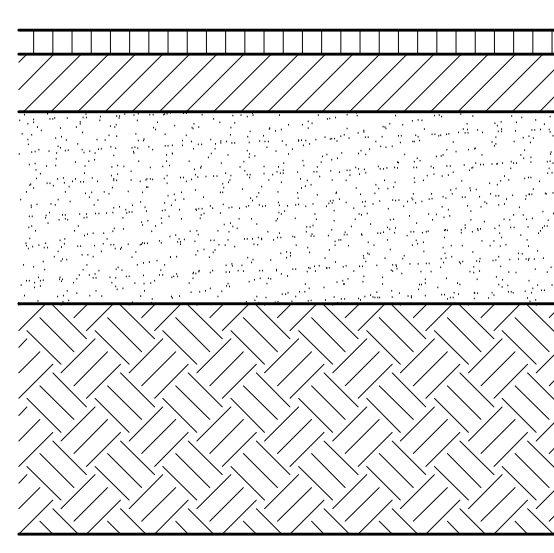
PROVIDED BICYCLE PARKING = 3 SPACES AT DOG PARK  
ALL UNITS REQUIRED TO STORE BICYCLES INSIDE GARAGE

**STRIPING KEYNOTES:**

- (1) 6" SOLID WHITE LINE
- (2) 6" SOLID DOUBLE YELLOW LINE
- (3) 24" WHITE STOP BAR
- (4) SPECIAL EMPHASIS CROSSWALK
- (5) 24" DETECTABLE WARNING MAT
- (6) 6" WHITE SKIP LINE (2' - 4')

**LEGEND**

- MIAMI CURB
- TYPE 'D' CURB
- TYPE 'F' CURB
- 1" RIBBON CURB
- SITE LIGHT POLES (15 TOTAL)
- MAIL KIOSK
- 24" ADA MAT
- 6" BLACK VINYL COATED CHAIN LINK FENCE
- 6" TALL WHITE VINYL FENCE



PAVEMENT STRUCTURAL SECTION IS SN = 4.08

**ASPHALT SECTION (BIG TREE ROAD)**

NOT TO SCALE

**PAVEMENT MARKING NOTES:**

- ALL STRIPING WITHIN PUBLIC RIGHT-OF-WAY SHALL BE THERMOPLASTIC AND INSTALLED IN ACCORDANCE WITH THE LATEST FDOT PAVEMENT MARKINGS INDEX.
- RPM'S SHALL BE PROVIDED FOR ALL CONSTRUCTION WITHIN PUBLIC RIGHTS-OF-WAY OF ALL THOROUGHFARES AND SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST FDOT STANDARD INDEX #706-001.
- PAINTED PAVEMENT MARKINGS SHALL BE APPLIED AFTER PAVEMENT SURFACE HAS CURED. SURFACE SHALL BE FREE OF FINE SAND AND DEBRIS PRIOR TO APPLICATIONS.
- APPLY PAINTED PAVEMENT MARKINGS AT LAST STAGE OF CONSTRUCTION AFTER LANDSCAPE PLANTINGS ARE INSTALLED.
- PAINT SHALL BE SHERWIN WILLIAMS LOW-VOC ACRYLIC PRO PARK PAINT, APPLY PER MANUFACTURER'S RECOMMENDATIONS. REFER TO DRAWINGS FOR LOCATIONS OF SPECIFIC COLORS.
- ALL REFLECTIVE PAVEMENT MARKERS ARE TO BE PLACED IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 17352.
- ALL SIGNS SHALL BE PLACED IN ACCORDANCE WITH INDEX NO. 17301 AND THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS".
- LOCATION OF SIGNS IS APPROXIMATE ONLY AND IS SUBJECT TO CHANGE AS DIRECTED BY THE ENGINEER.
- FOR ADDITIONAL DETAILS SEE INDEX NO. 700-010, 700-101, 17344 AND 711-001.
- ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED USING 3M BRAND "SCOTCHLITE" SHEETING (ENGINEER GRADE) ON MINIMUM .08 GA ALUMINUM BLANKS. ALL 36"x48" SIGNS SHALL BE .100 GA MINIMUM AND SHALL BE INSTALLED USING 3"x12" ROUND ALUMINUM POST. ALL STOP SIGNS SHALL BE 36" OCTAGON INSTALLED ON 12.3 LBS/FT "U" CHANNEL POST RAIL STEEL ONLY OR 3"x12" ROUND ALUMINUM POSTS. "U" CHANNEL POSTS MAY BE USED FOR SIGNS SMALLER THAN 36"x36". ALL SPEED LIMIT SIGNS SHALL BE 24"x30".

**PAVING LEGEND**

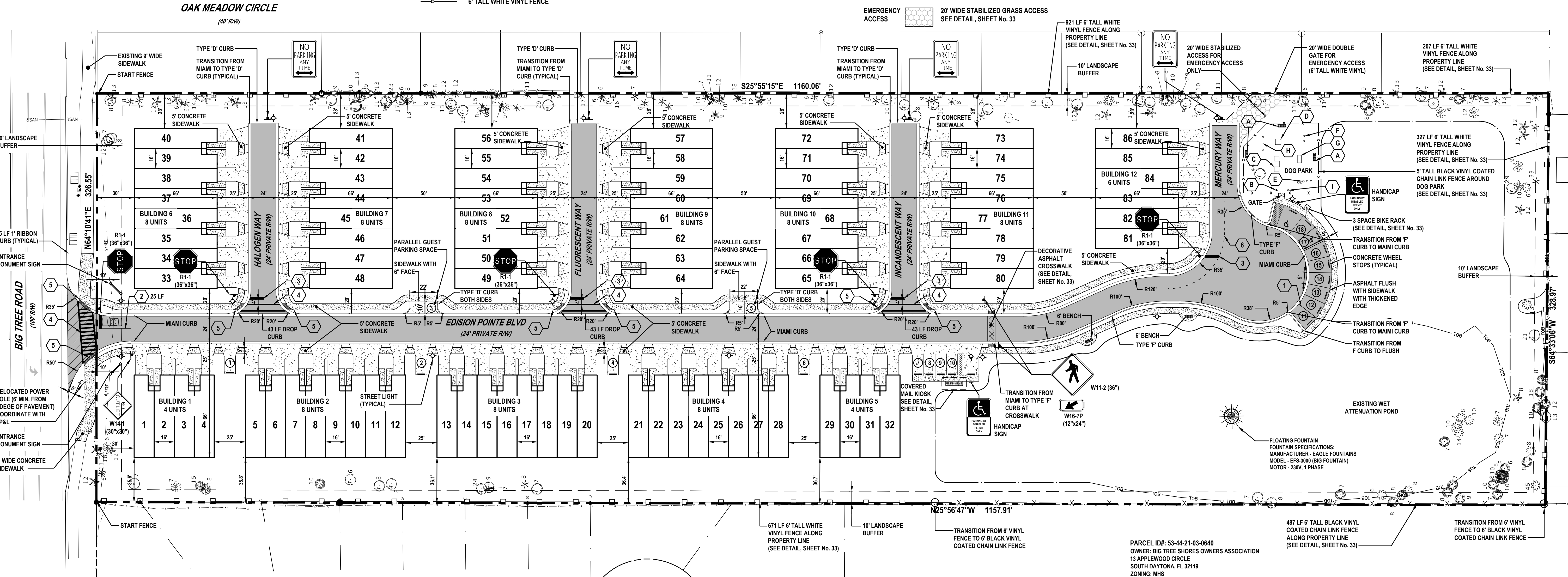
- ASPHALT PAVEMENT: 1.5" SP-9.5 (TL-C) WITH TACK COAT PER FDOT SPECIFICATIONS, 8" CRUSHED CONCRETE (LBR=100) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-100 (4" MAX. LIFTS), 6" STABILIZED SUBBASE (LBR 40) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-100 (TYPE B STABILIZATION).  
\* ALTERNATE 12" STABILIZED SUBBASE: 6" CRUSHED CONCRETE (LBR=100) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-100 (4" MAX. LIFTS) TYPE B STABILIZATION.  
\* ALTERNATE PAVEMENT TO ASPHALT IS CONCRETE PAVEMENT
- ASPHALT PAVEMENT BIG TREE ROAD: 1" FC-9.5 FRICTION COURSE, 2" SP-12.5 (TL-C) WITH TACK COAT PER FDOT SPECIFICATIONS, 10" CRUSHED CONCRETE (LBR=130) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-100 (4" MAX. LIFTS), 12" STABILIZED SUBBASE (BR 40) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-100 (TYPE B STABILIZATION)
- CONCRETE SIDEWALK: 4" THICK CLASS I CONCRETE (3,000 P.S.I. @ 28 DAYS) PER FDOT INDEX 522-001 (SEE DETAIL, SHEET No. 31).
- EMERGENCY ACCESS: 20" WIDE STABILIZED GRASS ACCESS SEE DETAIL, SHEET No. 33

**GENERAL NOTES:**

- CITY OF SOUTH DAYTONA BUILDING PERMITS ARE REQUIRED FOR BUILDING, DUMPSTER ENCLOSURE, LIGHT POLES, SCREEN WALLS AND MONUMENT SIGNS. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING APPROPRIATE INFORMATION (ENGINEERING, SPECIFICATIONS, SHOP DRAWINGS, ETC.).
- HOURS OF CONSTRUCTION WILL BE INSIDE THE HOURS OF 7:00 AM AND 7:00 PM MONDAY THROUGH SATURDAY ONLY. NO CONSTRUCTION ALLOWED ON SUNDAY.
- ALL DIMENSIONS AND TIES ARE TO THE EDGE OF PAVEMENT AND OUTSIDE FACE OF BUILDING.
- ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEYOR UTILIZING GEODETIC TOTAL STATION OR GPS. SCALING OF DRAWINGS FOR PURPOSES OF STAKING ARE AT THE SURVEYOR'S RISK.
- THE CONTRACTOR SHALL COORDINATE WITH THE EXISTING ADJACENT BUSINESSES TO ENSURE THERE IS NO DISRUPTION TO THEIR RESPECTIVE OPERATIONS.
- THE CONTRACTOR AT ITS OWN DISCRETION SHALL MAINTAIN THE CONSTRUCTION SITE SECURE FROM TRESPASS.
- SOD ALL DISTURBED AREAS IN RIGHT-OF-WAY WITH BAHIA SOD.
- ALL SITE LIGHTING POLES ARE 20' TALL MAXIMUM. SEE SITE PHOTOMETRIC PLAN, SHEET No. 40.

**VOLUSIA COUNTY CONSTRUCTION NOTES**

- NOTIFY VOLUSIA COUNTY DEVELOPMENT ENGINEERING DIVISION AT (386) 736-5926 A MINIMUM OF 24 HOURS PRIOR TO THE START OF CONSTRUCTION. FAILURE OF THE PERMITTEE TO OBTAIN THE APPROPRIATE INSPECTIONS PRIOR TO PROCEEDING WITH WORK SHALL NOT RELIEVE THE PERMITTEE FROM REEXCAVATION OR OTHER MEASURES NECESSARY FOR THE INSPECTION OF WORK.
- VOLUSIA COUNTY TRAFFIC ENGINEERING (386) 736-5968 IS NOT A MEMBER OF SUNSHINE ONE CALL. WHEN REQUESTING LOCATES, PLEASE PROVIDE A MINIMUM ADVANCED NOTIFICATION OF TWO (2) BUSINESS DAYS PRIOR TO PROPOSED WORK.
- COORDINATION WITH VOLUSIA COUNTY TRAFFIC OPERATIONS (386) 239-6535 IS REQUIRED WITH A MINIMUM ADVANCED NOTICE OF SEVEN (7) DAYS PRIOR TO ANY SIDEWALK, LANE OR ROAD CLOSURE (INCLUDING FLAGGING OPERATIONS).
- OPERATIONS WITHIN THE COUNTY RIGHT-OF-WAY SHALL NORMALLY BE CONDUCTED 7:00 AM TO 7:00 PM, MONDAY THROUGH FRIDAY. ANY DEVIATION FROM THESE HOURS REQUIRES PRIOR APPROVAL FROM THE COUNTY DEVELOPMENT ENGINEER. EMERGENCY REPAIRS ARE EXCLUDED FROM THIS RESTRICTION.
- ALL EXISTING SIDEWALKS WITHIN COUNTY RIGHT-OF-WAY SHALL EITHER REMAIN OPEN OR BE PROVIDED A TEMPORARY WALKWAY IN ACCORDANCE WITH THE CURRENT VERSION OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD INDEX NO. 660. ANY DAMAGE TO SIDEWALKS SHALL BE REPAIRED AND/OR REPLACED IN LIKE KIND BY THE CONTRACTOR. NEW SIDEWALKS AND SECTIONS THROUGH DRIVEWAYS MUST BE AT A 1.5% CROSS SLOPE AND 2% MAXIMUM CROSS SLOPE PER ADA STANDARDS.
- DRIVING OR STAGING OF CONSTRUCTION VEHICLES OR MATERIALS IS NOT PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY OR ON PEDESTRIAN WALKWAYS AND PATHS. THERE SHALL BE NO OVERNIGHT CONSTRUCTION VEHICLE RELATED PARKING, CONSTRUCTION MATERIAL PLACEMENT OR STORAGE OF ANY KIND PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY.
- NO TRENCH OR EXCAVATION SHALL BE LEFT OPEN OR UNATTENDED OVERNIGHT, UNLESS APPROVED BY THE COUNTY DEVELOPMENT ENGINEERING INSPECTOR. EXCAVATIONS SHALL MEET THE DROP OFF PROTECTION REQUIREMENTS OF THE LATEST FDOT DESIGN STANDARD INDEX NO. 600.
- RESTORATION SHALL BE REQUIRED FOR ANY DAMAGE TO SIDEWALKS, CURBS, OR OTHER EXISTING STRUCTURES IN THE RIGHT-OF-WAY. ALL DISTURBED AREAS WITHIN THE COUNTY RIGHT OF WAY SHALL BE RE-GRADED AND SODDED. SEED AND MULCH IS NOT AN ACCEPTABLE ALTERNATIVE TO SODDING.

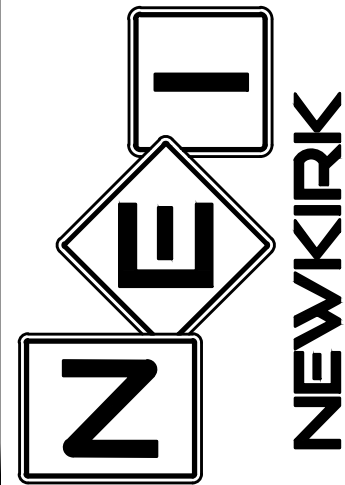


PARCEL ID#: 53-44-21-03-0640  
OWNER: BIG TREE SHORES OWNERS ASSOCIATION  
13 APPLEWOOD CIRCLE  
SOUTH DAYTONA, FL 32119  
ZONING: MHS

**REVISIONS**

DATE	DESCRIPTION
1/19/22	CITY COMMENTS
1/24/22	COUNTY COMMENTS
2/11/22	COUNTY COMMENTS
2/21/22	CITY COMMENTS

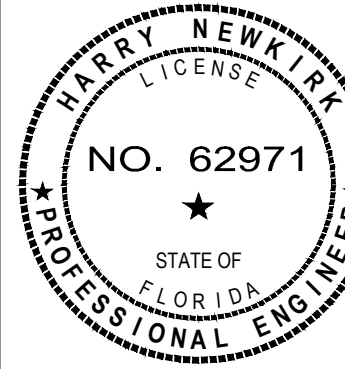
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**SITE LAYOUT PLAN**  
**EDISON POINTE**  
947 BIG TREE ROAD  
SOUTH DAYTONA, FL 32114

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DATE: NOVEMBER 2021  
DESIGN BY: CAB  
DRAWN BY: BWD  
CHECKED BY: HHN  
SCALE: 1" = 40'  
DRAWING NUMBER

**10**



# Edison Pointe Townhomes

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## Architectural Style – Florida Traditional

Building construction – concrete block first floor with wood framed second floor

Exterior Finish – stucco first floor with Hardie siding second floor

Roof – hip and gable with three tab Weatherwood colored shingles





