

STAFF REPORT

City of South Daytona Community Development Department

DATE: April 19, 2022
SUBJECT: Master Development Agreement for 2900 South Ridgewood Avenue (CEMEX) and Rezoning of Parcel 5333-00-00-0100 from Light Industrial to Planned Unit Development
APPLICANT: MSP Development, LLC
NUMBER: MDA 2022-08
PROJECT PLANNER: Patty Rippey, AICP, Redevelopment Director

INTRODUCTION: This is a request by MSP Development, LLC, for a Master Development Agreement (MDA) to initiate the development of a Multi-family residential project located at 2900 South Ridgewood Avenue, CEMEX site. The City is also initiating a rezoning of parcel 5333-00-00-0100 from Light Industrial to Planned Unit Development that will serve as the stormwater retention pond for the proposed project.

BACKGROUND: All three parcels, 5333-00-00-0100, 5333-11-00-0070 and 5333-11-00-0100, located at 2900 South Ridgewood Avenue, are designated as Mixed-Use 2 on the Future Land Use Map. The front two parcels 5333-11-00-0070 and 5333-11-00-0100 were rezoned through Ordinance 2021-12 from Light Industrial to Planned Unit Development (PUD). At a Public Hearing held on November 17, 2021, the Planning and Appeals Board unanimously recommended approval of the rezoning of the front two parcels to the City Council. The first public hearing for the rezoning through Ordinance 2021-12 was held on December 14, 2021. At the second hearing on January 11, 2022, the ordinance was approved and adopted.

It was noted during the rezoning of the front two parcels, that the back parcel was in the process of a land use amendment changing the Future Land Use Map designation from Light Industrial to Mixed Use 2 to be followed by a rezoning from Light Industrial to PUD during the MDA approval process. In March, MSP Development, LLC submitted a MDA for review and comment by City staff. Comments generated during the review have been incorporated into the MDA attached hereto.

Project Description: The applicant is proposing to redevelop 2900 South Ridgewood Avenue, from its current use as a former cement manufacturing facility to a +/-389-unit Florida coastal inspired, garden style, multi-family development. The developer's 20.58-acre site plan includes:

1. Two (2) 5-story elevatored multi-family buildings (Building Type 2); and
2. Five (5) 4-story elevatored multi-family buildings (Building Type 1 & 3); and
3. Seven (7) 3-story direct access carriage homes; and
4. Ten (10) one-story garage buildings; and
5. A standalone clubhouse with a pool and associated outdoor active and passive amenity areas and abundant greenspace.

The overall Mediterranean feel of the development, as required by the comprehensive plan, will be enhanced with Florida Vernacular architecture on-site as well as decorative sidewalks and light poles along Ridgewood Avenue. Building construction shall be wood frame with a combination of stucco/EIFS and fiber cement siding. The site plan features a well-balanced mix of 1-, 2-, and 3-bedroom units. The proposed unit breakdown is:

1. 161 one-bedroom units; and
2. 160 two-bedrooms units; and
3. 68 three-bedroom units

The Class A luxury development offers excellent access and visibility, intracoastal views and walkability to the shores of the Halifax River and the Atlantic Ocean and will deliver best-in-class design and amenity programming along with the latest unit finishes and features.

Other principal uses will include:

1. A resident clubhouse with resident office space with internet connection, and a resident common area with amenities.
2. High-speed Wi-Fi throughout the Property
3. Gym/Recreation Facilities/Pool
4. Bike Racks or Bike Storage Area
5. Resident Dog Park and Dog Wash Station
6. Leasing Office
7. Maintenance Office/Storage

Required Amenities are to include:

1. Gated private access
2. Grilling pavilion with fire pit
3. Car Charging Station(s)
4. Lighted, well-maintained green spaces
5. Lighted Fountain in stormwater pond
6. Internal child play area

Exhibit 1: Project Location and Surrounding properties, below, provides an aerial view of the project site and surrounding properties. **Table 1: Land Use, Future Land Use, and Zoning of Surrounding Properties**, provides a breakdown of the existing uses, Future Land Use designations and zoning categories of the project site and surrounding properties.

Exhibit 1: Project Location and Surrounding properties



Table 1: Land Use, Future Land Use, and Zoning of Surrounding Properties

	Business/Use	Future Land Use	Zoning
North	Waters Edge Mobile Home Park	Mixed Use 2	Mobile Home Park (MHP)
South	South Daytona Business Park	Mixed Use 2	Planned Commercial Development (PCD)
East	ERGA Storage, Bellissima, Sandusky Circle Vacant PUD	Mixed Use 2 Mixed Use 1 Mixed Use 1	Business General Commercial (BGC), PUD Residential 1B
West	Coventry Forest Subdivision	Residential Density 2	Residential 1C

The buffering between land uses will include:

1. North side: the existing stucco masonry wall (the “North Wall”), which runs along a portion of the northern boundary, shall be restored.
2. West side: Beginning at the endpoint of the North Wall, a solid vinyl fence shall be installed (the “Vinyl Fence”). The Vinyl Fence shall be installed along: (1) the northern boundary to the west of the North Wall; (2) the entire western boundary; and (3) a portion of the southern boundary.
3. Beginning at the endpoint of the North Wall, a black aluminum fence shall be installed (the “Aluminum Fence”). The Aluminum Fence shall be installed along:

- (1) the northern boundary to the east of the North Wall; (2) the entire eastern boundary, except for two right-of-way access points; and (3) the portion of the southern boundary not covered by the Vinyl Fence.
4. Landscaping shall be installed along the exterior of the Aluminum Fence and along the interior of the existing wall and Vinyl Fence.

The proposed buffering will reduce any adverse impacts on the neighboring properties.

Analysis:

The proposed development project meets the redevelopment objectives of the City as described in excerpts from City's CRA Community Redevelopment Master Plan and the Comprehensive Plan below.

Consistency with CRA Redevelopment Master Plan:

Need for Redevelopment:

- The Blight Study provided for the finding which "constitutes an economic and social liability imposing onerous burdens which decrease the tax base and reduce tax revenues, substantially impairs or arrests sound growth." The following issues were noted by the Blight study.
- There is significant vacant and underutilized land in the CRA.

Economic Rationale for Change:

- The City is positioned to utilize both residential and non-residential projects to stimulate redevelopment with residential projects not only serving as catalyst projects themselves but also helping to build a market to support planned commercial development.
- The City can expect that approved projects will need to be modified as they move forward, and these changes shall be viewed as opportunities to expand the impact of these projects on the implementation of the redevelopment objectives.

The Redevelopment Plan:

- Mixed Use Districts have been introduced into the Land Use Plan along with high density, high rise residential options. The conversion of former commercial lands to Residential High Density land use has addressed the over-supply of general commercial land.
- Bonuses for higher residential densities and floor area ratios (FARs) will be given to future development that meet the basic performance standards including, but not limited to, enhanced landscaping along public right-of-way that meets or exceeds City standards, use of City imagery/architectural guidelines, and minimum of 3 stories and 3 uses.
- Private Catalyst Projects are necessary to activate redevelopment, add to the City's tax base and to the CRA TIF trust fund. As the market has improved, the City may need to reconsider the existing configuration of the project as planned for in the early 2000's. These projects will be responsible for future increases in property value, which generate additional funds for redevelopment improvements. As the

private residential and mixed-use development is realized, the U.S.1 corridor will become revitalized thereby renewing the City's tax base, increasing employment opportunities, additional retail and service options for residents and visitors, and visual enhancement to the CRA.

CRA Goals and Objectives:

- Create a Unique Identity that makes South Daytona a memorable place.
- Create a variety of activity centers and gathering places.
- Encourage strategically located mixed use developments to promote land use diversity.
- Attract investment and create value through coordinated public/private initiatives.
- Stress private implementation to increase taxable values and enhance the Redevelopment Trust Fund.
- Create a land use mix to provide land use and tax base diversity.
- Incorporate the Redevelopment Plan, along with opportunities/conditions for mixed use district land uses.

Site Analysis/Consistency with Comprehensive Plan:

Traffic/Roadways:

The entire City of South Daytona is designated as a Traffic Concurrency Exception Area (TCEA) to promote urban infill and redevelopment by reducing the adverse impact of transportation concurrency and developing a coordinated transportation system for pedestrians, bicyclists, transit riders and motorists. Although the TCEA reduces the impact of concurrency, the City is requiring the developer to provide a traffic study verifying the impact to the level of service to U.S.1 and other local roadways because of the proposed development.

The Owner/Developer is responsible for all transportation improvements within the property and any off-site transportation requirements, because of the proposed development, for site function, which maintains or improves the level of service for area roadways, and ensures the public health, safety, and welfare for the community. All permits shall be obtained from appropriate permitting agencies prior to development and the City shall determine the appropriate level of service per the City Comprehensive Plan and current traffic counts.

Potable Water: The design capacity of the Ralph Brennen Water Treatment Plant which supplies water to the City of South Daytona is 24 MGD. The water demand for the proposed complex has been calculated using Florida Administrative Code 64E-6.008. Typical engineering practices use sewer flow rates to estimate potable water demand. The complex is slated to have 161 one-bedroom units, 60 two-bedrooms units, and 68 three-bedroom units, clubhouse, and pool. The expected overall usage is 48,650 GPD.

The design capacity of the Bethune Point Water Reclamation Facility which takes in the City of South Daytona sewage is 13 MGD. The wastewater demand for the proposed complex has been calculated using Florida Administrative Code 64E-6.008. With the known conditions, sewer flow rates are expected to increase 48,650 GPD. Current flows at the lift station that will immediately service this property are between 100,000 and 200,000 GPD. The station is equipped with twin pumps capable of 415 GPM and allowing for maximum daily flows of 1,195,200 GPD. Both this station and the subsequent master station are below 30% load capacity on an average day. This section of the City's wastewater system has capacity to serve the proposed development.

Solid Waste: The City's contracted waste hauler, Waste Pro, delivers solid waste to Volusia County's Tomoka Farms Landfill. This is a 3,400-acre Class 1 facility and is estimated to have excess capacity through 2052.

Recreation and Public Facilities: the proposed development will not negatively impact recreation and public facilities. The proposed development will provide on-site recreational amenities including, but not limited to, a pool, clubhouse, gym, children's play area, dog park, and other open space for residents to enjoy.

Drainage: The proposed development will include an on-site stormwater retention facility that will be expanded in conjunction with the development. The stormwater retention facility will be maintained at a level consistent with the City of South Daytona and the St. Johns River Water Management District. All environmental permitting, mitigation, and/or soil and erosion control for the property shall conform to all federal, state, and local permits/requirements, shall be the sole responsibility of the owner, and shall be maintained in good condition/standing with the applicable permitting authorities. Best Management Practices and conformance to National Pollutant Elimination System (NPDES) will be maintained.

Environmental: the proposed development will not negatively impact environmentally sensitive lands or natural resources. Any existing wetlands will be preserved as required by local and State regulatory agencies.

School Concurrence: a school concurrence certificate will be provided by the applicant at time of site plan approval after the MDA is approved by the City Council.

Public Protection: Both Police Department and Fire Department reviewed the proposed project and note they have sufficient capacity and staffing levels to sustain public safety and fire services to respond to any expected concerns.

CONCLUSION: In accordance with Section 3.2(J)(1) of the Land Development Code, there are certain criteria that must be evaluated before adoption of a Land Development Code amendment. 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 MDA and rezoning of parcel 5333-00-00-0100 from Light Industrial to PUD are consistent with the Comprehensive Plan and the Land Development Code as described in the above analysis.

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

The proposed uses fall within the permitted uses in the PUD zoning classification and within the Mixed Use 2 Future Land Use designation.

3. The use does not impair rights of other properties to light, air, sunlight, or other natural phenomena.

The proposed use will not substantially or permanently depreciate the value of the surrounding property, create a nuisance, or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare or visual impacts on the neighborhood and adjoining properties.

4. The project meets or exceeds tests for concurrency management.

As noted in the staff report, the project meets or exceeds the test for concurrency management and additional information will be provided by the applicant during the site plan review phase.

It is expected that the proposed rezoning and master development agreement will be reviewed by the City Council on May 10, 2022 (1st Reading) and June 14, 2022 (2nd reading).

RECOMMENDATION: Based on the above analysis and conclusion, staff recommends that the Planning and Appeals Board concur with staff's determination to recommend the amendment to the City Council for Case MDA 2022-08, to approve the rezoning of parcel 5333-00-00-0100 and the Master Development Agreement initiating development of 2900 South Ridgewood Avenue.

Attachments I— Location Map, Parcel 5333-00-00-0100, for Rezoning from Light Industrial to Planned Unit Development

Attachment II – Location Map of Project Site, Legal Description, Master Development Agreement

ATTACHMENT I

LOCATION MAP

PARCEL 5333-00-00-0100

REZONING FROM

LIGHT INDUSTRIAL TO

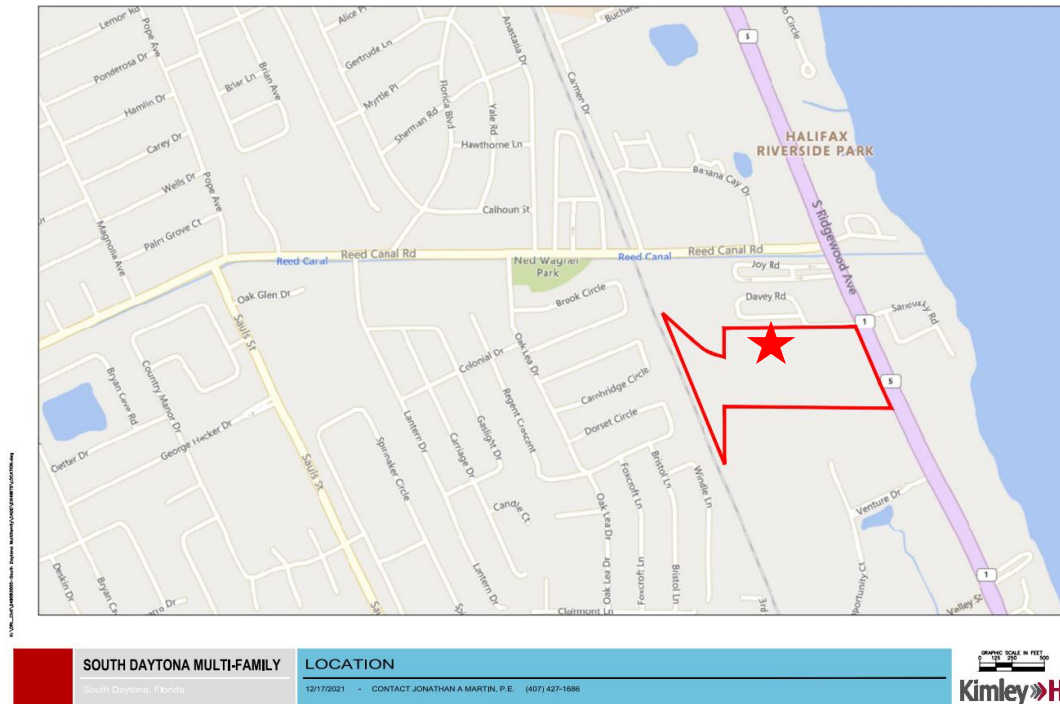
PLANNED UNIT DEVELOPMENT

**REZONING LOCATION MAP
PARCEL 5333-00-00-0100
TO BE REZONED FROM LIGHT INDUSTRIAL
TO PLANNED UNIT DEVELOPMENT (PUD)**



ATTACHMENT II PROJECT LOCATION, LEGAL DESCRIPTION, AND MASTER DEVELOPMENT AGREEMENT

PROJECT LOCATION



LEGAL DESCRIPTION

DESCRIPTION:

A PARCEL OF LAND BEING PRESENTLY DESCRIBED AS FOLLOWS AND TO BE MORE PARTICULARLY DESCRIBED AFTER SURVEY:

THAT PART OF GOVERNMENT LOT SIX, SECTION 33, TOWNSHIP 15 S., RANGE 33 E., LYING EAST OF THE FLORIDA EAST COAST RAILWAY RIGHT-OF-WAY, AS SHOWN AMONG THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

ALSO

COMMENCING AT THE NORTHWEST CORNER OF PATRICK PARK SUBDIVISION, AS RECORDED IN MAP BOOK 19, PAGE 113, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTH 0° 31' MIN. EAST ALONG THE WESTERLY LINE OF GOVERNMENT LOT SEVEN, SECTION 33, TOWNSHIP 15 S., RANGE 33 E., A DISTANCE OF 190 FEET TO THE PLACE OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL: THENCE SOUTH 89° 32' EAST AND PARALLEL TO THE NORTHERLY LINE OF SAID GOVERNMENT LOT SEVEN A DISTANCE OF 1203.5 FEET TO A POINT IN THE WESTERLY LINE OF RIDGEWOOD AVENUE, (A 100-FOOT RIGHT-OF-WAY AS NOW LAID OUT AND USED), THENCE NORTH 22° 29' WEST ALONG THE WESTERLY LINE OF SAID RIDGEWOOD AVENUE A DISTANCE OF 471.52 FEET TO A POINT; IN THE SOUTHERLY LINE OF LOT "E", LUFFBERRY SUBDIVISION, AS RECORDED IN MAP BOOK 2, PAGE 149, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THENCE NORTH 89° 32' WEST ALONG THE SOUTHERLY LINE OF SAID LOT "E" LUFFBERRY SUBDIVISION A DISTANCE OF 1019.26 FEET TO THE WESTERLY LINE OF SAID GOVERNMENT LOT SEVEN; THENCE SOUTH 0° 31' WEST ALONG THE WESTERLY LINE OF SAID GOVERNMENT LOT SEVEN A DISTANCE OF 134.2 FEET TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM:

A PORTION OF GOVERNMENT LOT SEVEN, SECTION 33, TOWNSHIP 15 S., RANGE 33 E., VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS: COMMENCING AT AN INTERSECTION OF THE WESTERLY LINE OF RIDGEWOOD AVENUE, OR US #1 HIGHWAY (A 66 FOOT ROAD) WITH THE SOUTHERLY LINE OF LOT "E" LUFFBERRY SUBDIVISION, AS RECORDED IN MAP BOOK 2, PAGE 149, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID RIDGEWOOD AVENUE, OR US #1 HIGHWAY, A DISTANCE OF 300 FEET TO THE PLACE OF BEGINNING; THENCE WESTERLY AT RIGHT ANGLES TO SAID US #1 HIGHWAY A DISTANCE OF 115 FEET; THENCE NORTHERLY AND PARALLEL TO US #1 HIGHWAY A DISTANCE OF 95 FEET; THENCE WESTERLY ALONG THE LINE WHICH IS AT RIGHT ANGLES TO SAID US #1 HIGHWAY A DISTANCE OF 60 FEET; THENCE SOUTHERLY AND PARALLEL TO SAID US #1 HIGHWAY A DISTANCE OF 125 FEET; THENCE EASTERLY ALONG THE LINE WHICH IS AT RIGHT ANGLES TO SAID US #1 HIGHWAY A DISTANCE OF 60 FEET; THENCE NORTHERLY AND PARALLEL TO SAID US #1 HIGHWAY A DISTANCE OF 10 FEET; THENCE EASTERLY ALONG THE LINE WHICH IS AT RIGHT ANGLES TO SAID US #1 HIGHWAY A DISTANCE OF 115 FEET TO A POINT IN THE WESTERLY LINE OF SAID US #1 HIGHWAY; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID US #1 HIGHWAY A DISTANCE OF 20 FEET TO THE PLACE OF BEGINNING.

ALSO EXCEPTING THEREFROM:

LANDS SOLD PURSUANT TO THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 4437, PAGE 3555 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

AND, LANDS SOLD PURSUANT TO THAT CERTAIN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 4495, PAGE 982 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL NO. 5333-11-00-0100

DESCRIPTION:

BEGINNING AT A POINT IN THE WEST LINE OF RIDGEWOOD AVENUE, WHERE THE EAST LINE OF LOT 7, IN SECTION 33, TOWNSHIP 15 SOUTH, RANGE 33 EAST, CROSSES THE WEST LINE OF RIDGEWOOD AVENUE; THENCE RUN NORTHERLY ALONG SAID WEST LINE OF RIDGEWOOD AVENUE 210 FEET; THENCE DUE WEST TO THE WEST LINE OF SAID LOT 7; THENCE DUE SOUTH ALONG WEST LINE OF LOT 7 TO A POINT, SAID POINT BEING DUE WEST OF THE POINT OF BEGINNING. IT IS THE INTENTION OF THE PARTY OF THE FIRST PART TO CONVEY THAT CERTAIN TRACT OF LAND IN LOT 7 ABOVE DESIGNATED AS LOT 10, ON A PLAT BY S. B. WILSON, ASSESSOR, FOR ASSESSMENT PURPOSES, SAID LOT CONTAINING FIVE ACRES, MORE OR LESS, EXCEPTING THEREFROM THAT PORTION USED BY THE STATE ROAD DEPT. TO WIDEN RIDGEWOOD AVE. OR U.S. #1 HIGHWAY.

NOTE:

PARCEL NO. 5333-11-00-0100 NOT INCLUDED IN TITLE COMMITMENT EXHIBIT A. ADDED BY SURVEYOR. INCLUDED IN BOUNDARY SURVEY PREPARED BY SURVEYOR AT CLIENT REQUEST.

FIRST EXCEPTION NOT SHOWN.

SECOND EXCEPTION, PER OFFICIAL RECORDS BOOK 4437, PAGE 3555, NOT A PART OF THIS PROPERTY.

DESCRIPTION: PREPARED BY SLIGER & ASSOCIATES, INC.

A PORTION OF GOVERNMENT LOT 6 AND GOVERNMENT LOT 7, SECTION 33, TOWNSHIP 15 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, LYING EAST OF THE FLORIDA EAST COAST RAILROAD 100-FOOT-WIDE RIGHT-OF-WAY, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF PATRICK PARK SUBDIVISION, AS RECORDED IN MAP BOOK 19, PAGE 113, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING THE NORTHWEST CORNER OF SOUTH DAYTONA BUSINESS PARK, AS RECORDED IN MAP BOOK 43, PAGE 170, SAID PUBLIC RECORDS; THENCE S00°24'02"E ALONG THE WEST LINE OF SAID PATRICK PARK, BEING ALSO THE WEST LINE OF SAID SOUTH DAYTONA BUSINESS PARK AND THE WEST LINE OF SAID GOVERNMENT LOT 7, A DISTANCE OF 426.63 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD; THENCE N22°14'38"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 1249.54 FEET TO THE SOUTHERLY LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4495, PAGE 982, SAID PUBLIC RECORDS; THENCE S47°40'20"E ALONG SAID SOUTHERLY LINE, 357.28 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 389.26 FEET AND A CENTRAL ANGLE OF 33°36'55"; THENCE EASTERLY ALONG THE ARC SAID CURVE AND ALONG SAID SOUTHERLY LINE, 228.38 FEET TO THE EASTERLY LINE OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4495, PAGE 982, BEING THE WEST LINE OF SAID GOVERNMENT LOT 7; THENCE N00°24'00"W ALONG SAID EASTERLY LINE, 232.42 FEET TO THE SOUTH LINE OF LOT E, LUFBERY SUBDIVISION, AS RECORDED IN MAP BOOK 2, PAGE 149, SAID PUBLIC RECORDS; THENCE N89°26'24"E ALONG SAID SOUTH LINE, 1018.07 FEET TO THE WESTERLY RIGHT OF WAY LINE OF RIDGEWOOD AVENUE (STATE ROAD NO. 5, U.S. 1) A 100 FOOT WIDE PUBLIC RIGHT OF WAY; THENCE S23°22'55"E ALONG SAID WESTERLY RIGHT OF WAY LINE, 361.04 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 11,490.60 FEET AND A CENTRAL ANGLE OF 01°35'54"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WESTERLY RIGHT OF WAY LINE, 320.56 FEET TO THE NORTH LINE OF VAN-DEERE CENTRE, A CONDOMINIUM, AS RECORDED IN MAP BOOK 47, PAGE 140, SAID PUBLIC RECORDS; THENCE S89°30'54"W ALONG SAID NORTH LINE AND ALONG THE NORTH LINE OF SAID SOUTH DAYTONA BUSINESS PARK, 1288.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.582 ACRES, MORE OR LESS.

MASTER DEVELOPMENT AGREEMENT

**SOUTH DAYTONA APARTMENTS
MASTER DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into and made as of the ____ day of _____, 2022, by and between the CITY OF SOUTH DAYTONA, a Florida municipal corporation, with an address of 1672 South Ridgewood Avenue, South Daytona, Florida 32119, (hereinafter referred to as the "City"), and Middle Street Partners, LLC, a Delaware limited liability company, the record title property owner, with an address of 146 Williman Street, Suite 100, Charleston, SC, 29403 ("Owner/Developer")

W I T N E S E T H

WHEREAS, the Owner/Developer warrants that it holds legal title to the lands located in Volusia County, Florida, and within the corporate limits of the City of South Daytona, said lands being more particularly described in **Exhibit A. Legal Description** for the subject property ("Property"), attached hereto and by this reference made a part hereof; and

WHEREAS, the Owner/Developer desires to facilitate the orderly development of the Property in compliance with the laws and regulations of the City and of other governmental authorities; and

WHEREAS, the City has determined that the Property is suitable in size, location and character for the uses and accessory uses listed in this Agreement as proposed by the Owner/Developer, and that the uses and accessory uses listed in this Agreement are consistent with the City's comprehensive plan; and

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

WHEREAS, the Owner/Developer seeks the City's approval to develop the Property and to use the Property for Owner/Developer's intended uses and accessory uses as listed in this Agreement; and

WHEREAS, the City previously rezoned the Property to a form of Planned Unit Development (PUD), as defined under the City's Land Development Code;

WHEREAS, going forward, the PUD shall consist of (a) this Agreement as the written agreement of the PUD and (b) **Exhibit B. Architectural Plans and Renderings** attached hereto and by this reference made a part hereof.

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 legal and equitable owner of the Property is Middle Street Partners, LLC. The Owner/Developer will legally combine multiple parcels into one (1) tax parcel for the development of the 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 will 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 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 Owner/Developer to promptly obtain such subordination or joinder, in form and substance that is acceptable to the City Attorney, prior to the City's execution of this Agreement.
7. **Development of the Property.** Development of the Property shall be subject to the performance standards listed below:
 - A. Permitted principal uses allowable on the Property:
 1. Multi-Family Dwelling Units. Units shall include luxury vinyl plank flooring in common spaces, carpet in bedrooms and walk-in closets,

stainless steel kitchen appliances, granite or quartz countertops with tile backsplash, 9-foot-high ceilings, and in-unit laundry connections.

Unit type and average square footage as listed:

- a. One Bed, One Bath: 161 units, 700-800 sq. ft.
- b. Two Bed, Two Bath: 160 units, 1000-1500 sq. ft.
- c. Three Bed, Two Bath: 68 units, 1400-1600 sq. ft.
- d. Total Unit Count: 389 units

B. Permitted Accessory uses on the Property include the following uses, or uses substantially similar thereto:

1. Resident Clubhouse with Resident Office Space with Internet Connection, and a Resident Common Area with amenities
2. High Speed Wi-Fi throughout Property
3. Gym/Recreation Facilities/Pool
4. Bike Racks or Bike Storage Area
5. Leasing Office
6. Maintenance office/storage
7. Resident Dog Park and Dog Wash Station

C. Required Amenities are to include:

1. Gated private access
2. Grilling pavilion with fire pit
3. Car Charging Station(s)
4. Lighted, well-maintained green spaces
5. Lighted Fountain in stormwater pond
6. Internal child play area

D. Maximum Residential Density: 30 units per acre

The maximum density shall be 20 units per gross acre, except when the project design is eligible for density bonuses of up to 30 units per acre based on criteria selected by City Council and provided in the *Land Development Code, Section 5.5 Zoning Regulations, O. Planned Unit Development (PUD), 11. Supplemental standards* for high-density residential development. The density bonus of additional 10 units per acres are met by the following criteria being fulfilled by the Owner/Developer.

- [a] Innovative and high-quality design.
- [b] Parcel aggregation.
- [c] Enhanced landscaping along public right-of-way.

- [d] Reduced impervious surface.
- [e] On-site recreational amenities and open space.
- [f] Redevelopment of under-performing site.
- [g] Innovative imagery and architecture.
- [h] Replacement of deteriorating or dilapidated structures.
- [i] Rehabilitation of deteriorating structures.

- E.** Maximum Non-Residential Gross Floor Area: 13,000 square feet
- F.** Impervious surface ratio is not to exceed 70% of the gross square footage for the Property.
- G.** Maximum Building Coverage: 35%
- H.** Minimum Open space: 30%
- I.** Minimum Common space: 20%
- J.** Minimum landscaping and buffer yard requirements are per the City's Land Development Code. Stormwater management facilities shall not be placed within buffer yards. Buffering shall include:
 - 1. Along the northern boundary of the Property, the existing stucco masonry wall (the "North Wall"), which runs along a portion of the northern boundary, shall be restored.
 - 2. Beginning at the western endpoint of the North Wall, a solid vinyl fence shall be installed (the "Vinyl Fence"). The Vinyl Fence shall be installed along: (1) the northern boundary to the west of the North Wall; (2) the entire western boundary; and (3) a portion of the southern boundary.
 - 3. Beginning at the eastern endpoint of the North Wall, a black aluminum fence shall be installed (the "Aluminum Fence"). The Aluminum Fence shall be installed along: (1) the northern boundary to the east of the North Wall; (2) the entire eastern boundary, except for two right-of-way access points; and (3) the portion of the southern boundary not covered by the Vinyl Fence.
 - 4. Landscaping shall be installed along the exterior of the Aluminum Fence and along the interior of the existing wall and Vinyl Fence.

- K.** Minimum Building Setbacks:
1. South Ridgewood Avenue /East Property line: 30 feet
 2. West Property line: 20 feet
 3. North Property Line: 20 feet
 4. South Property Line: 20 feet
- L.** Maximum building height: 90 feet to roof deck
- M.** Minimum required parking spaces:
1. Multi-family dwellings: 1.75 spaces per dwelling unit
 2. Clubhouse/Leasing Office: 5 spaces and 1 handicap space
 3. Employee spaces: 1 space per every 3 employees
- N.** Decorative street light poles consistent with the City's decorative street light pole specifications as attached in **Exhibit C. Decorative Street Light Poles and Decorative Sidewalks Specifications** shall be installed within the right-of-way along the Property's frontage.
- O.** Decorative sidewalks consistent with the City's sidewalk specifications shall be installed within the right-of-way along the Property's frontage. Connected to this decorative sidewalk shall be a pedestrian walkway that leads to the entrance of the principal structure.
- P.** Architectural Design Standards: All buildings and accessory structures shall generally be consistent with the **Exhibit B. Architectural Plans and Renderings** unless, prior to issuance of the initial building permit, Owner/Developer submits, and City staff approves a different conceptual elevation. The City shall have the right to reject any proposed elevation which does not meet the requirements herein, or which involves the use of fewer architectural details and ornamentation than are set forth in **Exhibit B**. Any modifications to the approved architectural elevations shall include:
1. Florida Vernacular Architecture as provided in **Exhibit B** and noted in the City of South Daytona South Ridgewood Avenue Corridor Design Guidelines. Building construction shall be wood frame with a combination of stucco/EIFS and fiber cement siding.

2. Standing seam metal-or metal shingle roofs consistent with the City of South Daytona Ridgewood Avenue Corridor Design Guidelines for Florida Vernacular Architecture.
3. Appropriate architectural delineation at all facades will be incorporated into the design to provide greater visual interest and appeal.
4. Protruding porches instead of being flush or recessed porches in order to provide greater visual interest and appeal.
5. The construction materials will meet or exceed all the current Florida Building Code as well as the South Ridgewood Avenue Corridor Design Guidelines.
6. Decorative elements, such as water features with a fountain and decorative pavers, where able to include within the project boundaries to be visible from US Highway 1 or other common space.
7. Additional architectural interest to large blank walls on the front of the building varying the balconies or other decorative architectural elements that will be included in the Architectural Plans. All architectural details shall meet or exceed the City of South Daytona South Ridgewood Avenue Corridor Design Guidelines.
8. A Sign Site Plan will be provided to the City at time of Site Plan review or at such time deemed appropriate by the City. All signs in the City's Community Redevelopment Area (CRA) require a permit and shall meet or exceed the City of South Daytona South Ridgewood Avenue Corridor Design Guidelines.

Q. Minimum Landscape buffers:

1. South Ridgewood Avenue / East Property Line: minimum 30 feet wide with 7 shade trees, 8 understory trees and 60 shrubs per 100 lineal feet. Extensive landscaping that exceeds the minimum requirements will be installed along the South Ridgewood Avenue frontage to meet the bonus density criteria.
2. North Property Line: minimum 10 feet wide with 3 shade trees, 3 understory trees and 30 shrubs per 100 lineal feet.
3. South Property Line: minimum 10 feet wide with 3 shade trees, 3 understory trees and 30 shrubs per 100 lineal feet.

4. West Property Line: minimum 10 feet wide with 3 shade trees, 3 understory trees and 30 shrubs per 100 lineal feet.
- R. Utility provision and dedication: The Owner/Developer shall connect to the City of South Daytona's central utility systems. A minimum 10-foot-wide utility easement shall be granted to the City along the Ridgewood Avenue Right- of-way.
- S. Utility Lines on Subject Property: The Owner/Developer shall be responsible for all costs associated with "undergrounding" any overhead utility lines along the east side of Ridgewood Avenue right-of-way frontage of the Subject Property, including the removal of poles or posts used for support of overhead lines. **Exhibit C. Decorative Street Light Poles and Decorative Sidewalk Specifications.** Pursuant to a separate agreement between the Owner/Developer and the City of South Daytona Community Redevelopment Agency, construction costs eligible for reimbursement, i.e., decorative streetlights and decorative sidewalks shall be identified and a procedure for the Owner/Developer to be reimbursed shall be described.
- T. Stormwater and environmental: The existing on-site stormwater retention pond will be improved and maintained in conjunction with the development. The stormwater retention facility will be maintained at a level consistent with the standards of the St. Johns River Water Management District and The City of South Daytona. The onsite stormwater system shall not become the responsibility of the City. All environmental permitting, mitigation, and/or soil and erosion control for the property shall conform to all federal, state, and local permits/requirements, shall be the sole responsibility of the Owner/Developer, and shall be maintained in good condition/standing with the applicable permitting authorities. Best Management Practices and conformance to National Pollutant Discharge Elimination System (NPDES) criteria are required.
- U. Transportation, site access, and traffic devices: The Owner/Developer is responsible for all transportation improvements within the Property and any off-site transportation requirements as may be identified in the traffic study required herein, as a result of the proposed development, for site function, that maintains or improves the adopted level of service for area roadways, and ensures the public health, safety, and welfare for the community. All permits shall be obtained from appropriate permitting

agencies prior to development and the City shall determine the appropriate level of service per the City Comprehensive Plan and current traffic counts. A traffic study will be completed and provided to the City. In the event that the traffic study identifies a diminution in the adopted level of service for South Ridgewood Avenue, the Owner/Developer will mitigate the impacts that may be required by the City's concurrency management system either by making any needed capacity improvements to any impacted roadway segments or by paying a pro rata share of the total anticipated costs of improvements to any impacted segments based on the future vehicle trips from the project on the impacted segment.

8. **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 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.
9. **Site Plan Approval. Exhibit B. Architectural Plans and Renderings** are the Preliminary Plan of the PUD and this Agreement. A site plan approved by the city, complying with all codes shall be required prior to the issuance of a Building Permit. 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.
10. **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 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.
11. **Indemnification.** The Owner/Developer shall indemnify and hold the City harmless from any and all claims, demands, disputes, costs, expenses, (to include attorney's fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the City as a result, directly or indirectly, of the use or development of the Property, except those claims or liabilities by or arising from gross negligence or intentional acts of the City, or its employees, contractors or agents.

12. 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 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 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 Section 12.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.

13. **Obligations for Improvements.** The groundbreaking for the construction of improvements to the Property shall take place by the end of 2022, and construction shall be complete by the end of 2025. Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement and to the City's specifications, then the City shall give the Owner/Developer forty (40) days written notice to commence and ninety (90) days to complete said required obligation at the sole expense of the Owner/Developer. If such work cannot be completed within such ninety (90) days, then Owner/Developer shall have an additional reasonable time period to complete same, provided it diligently pursues same. If the Owner/Developer fails to complete the obligations within the ninety (90) day period (as it may be extended), then the City, or its assignee, without further notice to the Owner/Developer and their successors and assigns in interest, may, but shall not be required to, perform such obligations at the expense of the Owner/Developer or their successors and assigns in interest, without prejudice to any other rights or remedies the City may have under this Agreement. Further, the City is hereby authorized to immediately recover the actual and verified cost of completing the obligations required under this Agreement and any legal fees from the Owner/Developer in an action at law for damages, as well as record a lien against the Property in that amount. Notice to the Owner/Developer and their successors and assigns in interest shall be

deemed to have been given upon the mailing of notice as provided in paragraph (16) of this Agreement.

14. **Concurrency and Vested Rights.** The Owner/Developer acknowledges and agrees that prior to the issuance of any development orders for the 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 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 Property beyond the rights that already exist as of the date of this Agreement.
15. **Periodic Review.** The City reserves the right to review the 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.
16. **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:

Mr. Matt Sand
Middle Street Partners, LLC
300 S Orange Avenue
Orlando, FL 32801 FL
Tel. 407-620-1330
E-mail: msand@middlestreet.com

CITY'S REPRESENTATIVE:

Mr. James L. Gillis, Jr.
City of South Daytona

1672 South Ridgewood Avenue
South Daytona, Florida 32119
Tel. (386) 322-3014
E-mail: lgillis@southdaytona.org

Should any party identified above change, it shall be said party's obligation to notify the remaining parties of the change in a fashion as is required for notices herein.

17. **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.
18. **Captions.** The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.
19. **Binding Effect.** This Agreement shall run with the land, shall be binding upon and inure to the benefit of the Owner/Developer and their successors and assigns in interest, and the City and their successor and assigns 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 Property.
20. **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.
21. **Severability.** If any part of this Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be affected. To that end, this Agreement is declared severable.
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. **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.
24. **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.
25. **Agreement; Amendment.** 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.
26. **Effective Date.** The Effective Date of this Agreement shall be the day this Agreement is recorded in the Public Records of Volusia County, Florida.

(The remainder of this page is intentionally blank)

IN WITNESS WHEREOF, the Owner, the Developer and the City have executed this Agreement.

MIDDLE STREET PARTNERS, LLC

Signature of Witness # 1

By: _____
Matt Sand, Authorized Person

Print or type name

Signature of Witness # 2

Print or type name

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by Matt Sand, as Authorized Person of Middle Street Partners, LLC, who [] is/are personally known to me or [] who has/have produced _____ as identification and who did not take an oath.

Signature of Notary

(NOTARY SEAL)

CITY OF SOUTH DAYTONA:

William C. Hall, Mayor

Date: _____

ATTEST:

James L. Gillis, Jr., City Manager

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____, 2022, by William C. Hall, as Mayor, and James L. Gillis, Jr., as City Manager who are personally known to me and acknowledge executing the same freely and voluntarily under authority vested in them by the City of South Daytona.

Signature of Notary

(NOTARY SEAL)

Print or type name

Approved as to form and legality for use and
reliance by the City of South Daytona, Florida

Wade C. Vose, City Attorney

2/28/2022 12:56:09 PM BIM 360://4482 - South Daytona Apartments/4482 SOUTH DAYTONA APTS_Arch.rvt



4 BUILDING TYPE 1 REAR OVERALL ELEVATION

SCALE: 3/32" = 1'-0"



3 BUILDING TYPE 1 LEFT OVERALL ELEVATION

SCALE: 3/32" = 1'-0"



2 BUILDING TYPE 1 RIGHT OVERALL ELEVATION

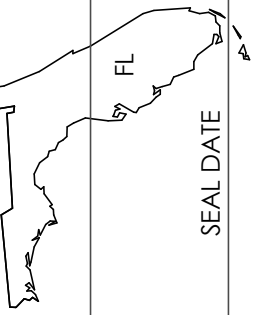
SCALE: 3/32" = 1'-0"



1 BUILDING TYPE 1 FRONT OVERALL ELEVATION

SCALE: 3/32" = 1'-0"

City/County, State



Architect Name
Charlan Brock & Associates, AAC000798
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South Daytona Apartments
Daytona Beach, FL

Client Name
Client Address

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associates

architects • planners

1770 fennell street
maitland florida 32751-7208
407 660 8900 f:407 875 9948
www.cbaarchitects.com

date: 02-25-2022

job no: 4482.21

drawn by: JRP

reviewed by: CBA

issue history:

△ Date

Sheet Title

BUILDING TYPE 1
OVERALL
ELEVATIONS

Sheet Number

A2.11

SCHEMATIC DESIGN 02/25/2022



- 52' - 4 5/8" ROOF TRUSS BRG.
- 43' - 3 1/2" T.O. FLWD.
- 41' - 6 3/4" TRUSS BRG.
- 32' - 5 5/8" T.O. FLWD.
- 30' - 8 7/8" TRUSS BRG.
- 21' - 7 3/4" T.O. FLWD.
- 19' - 11" TRUSS BRG.
- 10' - 9 7/8" T.O. FLWD.
- 9' - 1 1/8" TRUSS BRG.
- 0' - 0" T.O. SLAB

1 BUILDING TYPE 2 FRONT ELEVATION

SCALE: 1/8" = 1'-0"

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drawn by: Author
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issue history:
△ Date

Sheet Title
BUILDING TYPE 2
ELEVATIONS

Sheet Number
A2.21

City/County, State
Architect Name
Seal Date
Architect's Seal
Charlan Brock & Associates, AAC000798
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1 BUILDING TYPE 2 SIDE ELEVATION

SCALE: 1/8" = 1'-0"

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date: **02-25-2022**
job no: **4482.21**
drawn by: **Author**
reviewed by: **CBA**
issue history:
Δ Date

Sheet Title
BUILDING TYPE 2
ELEVATIONS

Sheet Number
A2.22

City/County, State

FL

SEAL DATE

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1 BUILDING TYPE 2 REAR ELEVATION

SCALE: 1/8" = 1'-0"

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Daytona Beach, FL



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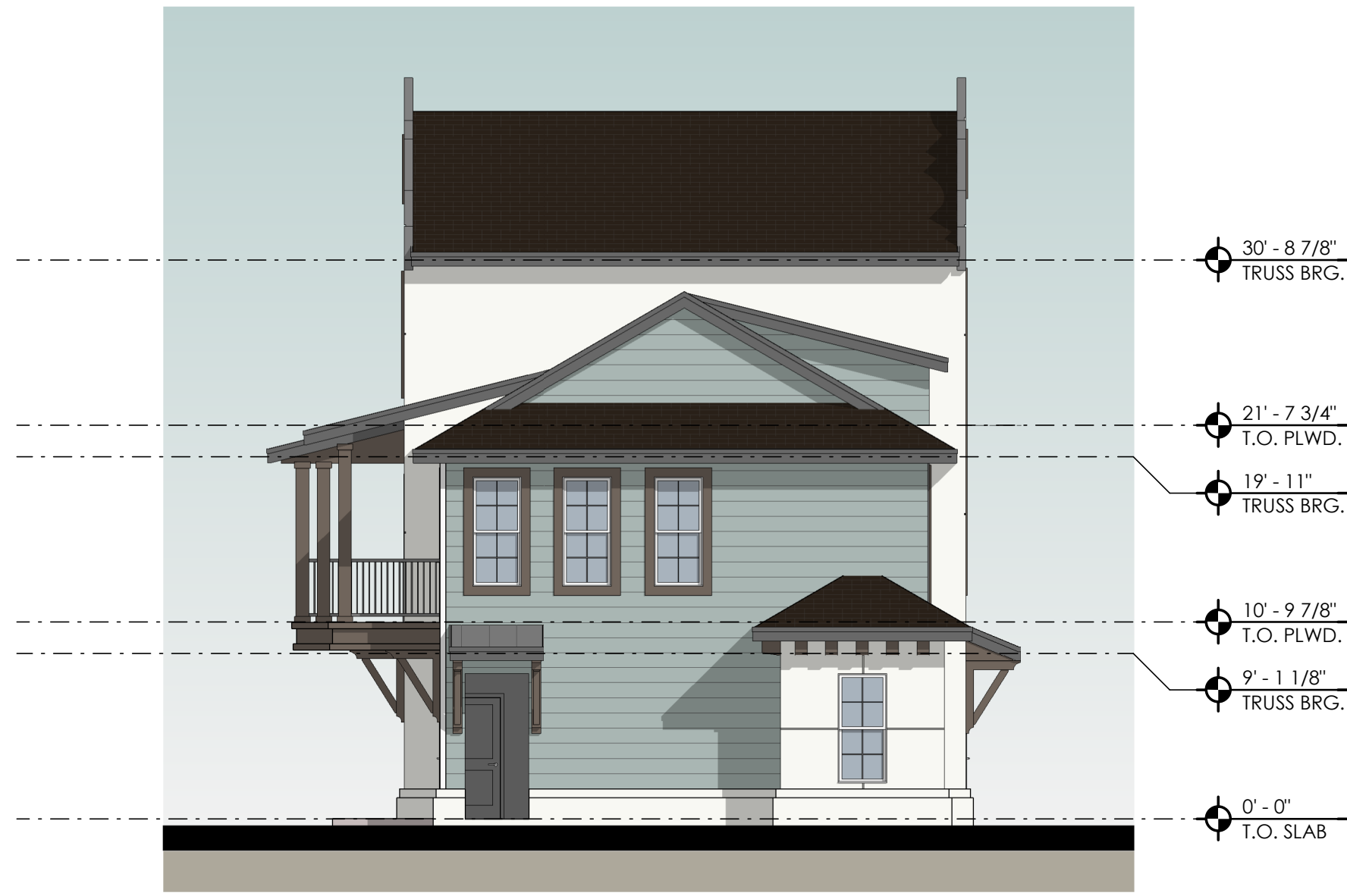
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drawn by: Author
reviewed by: CBA
issue history:
△ Date

Sheet Title
BUILDING TYPE 2
ELEVATIONS

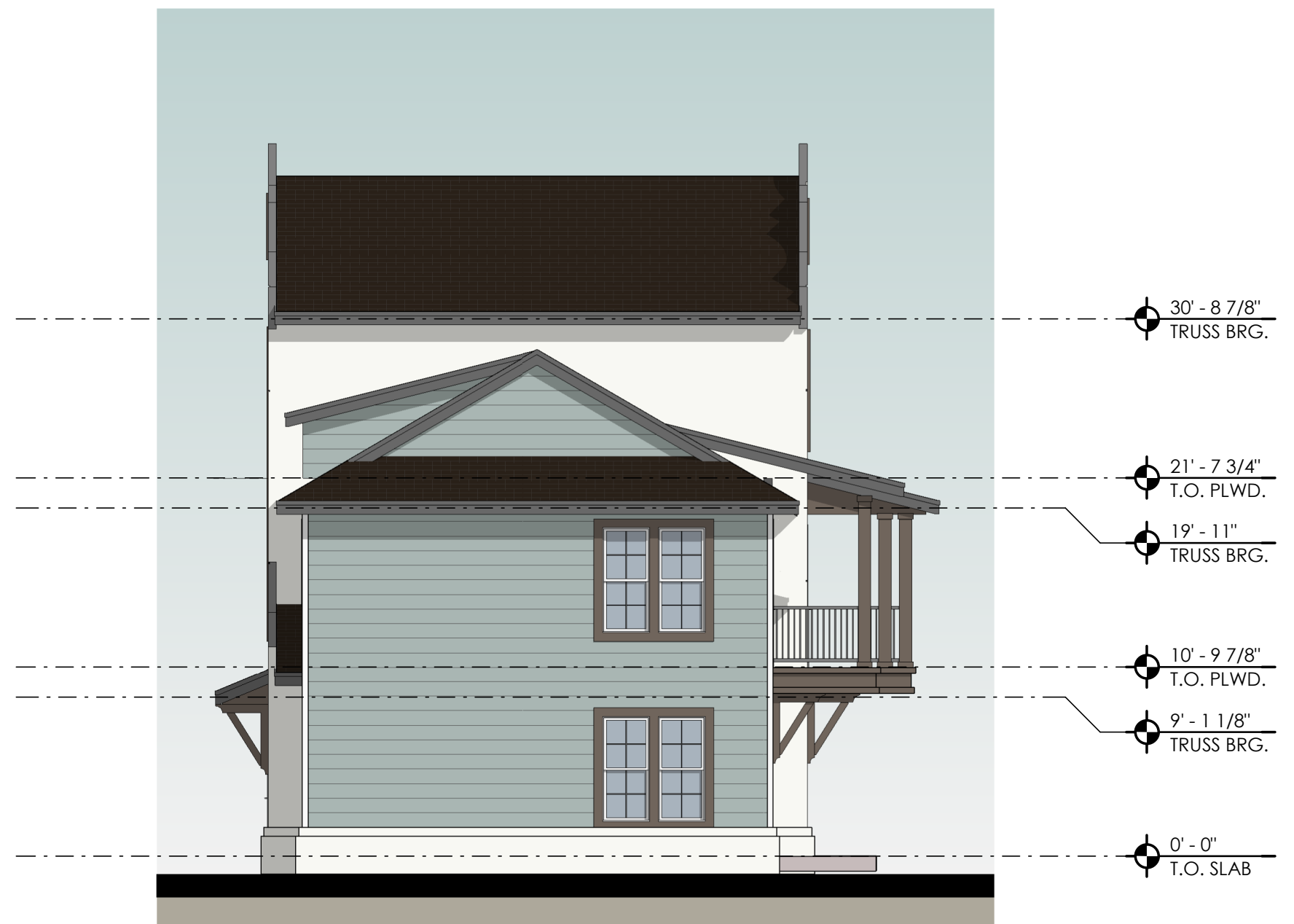
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City/County, State
Architect Name
Seal Date
Architect's Seal

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3 BUILDING TYPE 4 LEFT ELEVATION
SCALE: 1/8" = 1'-0"



2 BUILDING TYPE 4 RIGHT ELEVATION
SCALE: 1/8" = 1'-0"



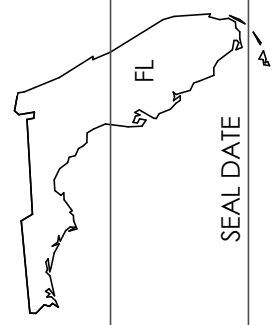
4 BUILDING TYPE 4 REAR ELEVATION
SCALE: 1/8" = 1'-0"



1 BUILDING TYPE 4 FRONT ELEVATION
SCALE: 1/8" = 1'-0"

NOTE:
PRELIMINARY BUILDING ELEVATIONS ARE
CONCEPTUAL AND SUBJECT TO CHANGE.

South Daytona, FL

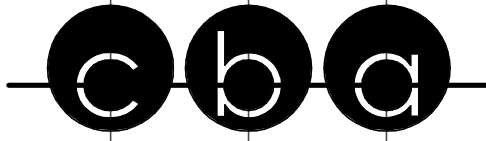


SEAL DATE

Craig D. Garbani
Charlan Brock & Associates, A.A.C.000798
within dimensions and have presented and scale dimensions.

South Daytona Apartments
Daytona Beach, FL

Client Name
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drawn by: JRP/COOL
reviewed by: CBA
issue history:
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Schematic Design 02/25/2022

Sheet Title
BUILDING TYPE 4
CARRIAGE
ELEVATIONS

Sheet Number
A2.41

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4 BUILDING TYPE 5 LEFT ELEVATION

SCALE: 1/8" = 1'-0"



3 BUILDING TYPE 5 RIGHT ELEVATION

SCALE: 1/8" = 1'-0"



2 BUILDING TYPE 5 REAR ELEVATION

SCALE: 1/8" = 1'-0"

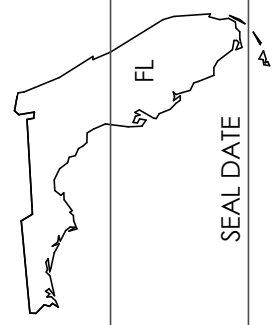


1 BUILDING TYPE 5 FRONT ELEVATION

SCALE: 1/8" = 1'-0"

NOTE:
PRELIMINARY BUILDING ELEVATIONS ARE
CONCEPTUAL AND SUBJECT TO CHANGE.

South Daytona, FL

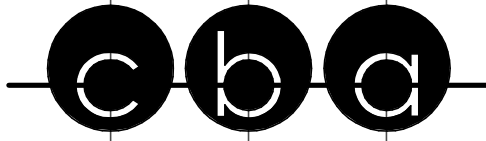


SEAL DATE

Craig D. Garbani
Charlan Brock & Associates, A.A.C.000798
In accordance with FBC Section 1108.4.4 and Chapter 633, Florida Statutes, to the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire safety standards as determined by the local authority.

South Daytona Apartments
Daytona Beach, FL

Client Name
Client Address

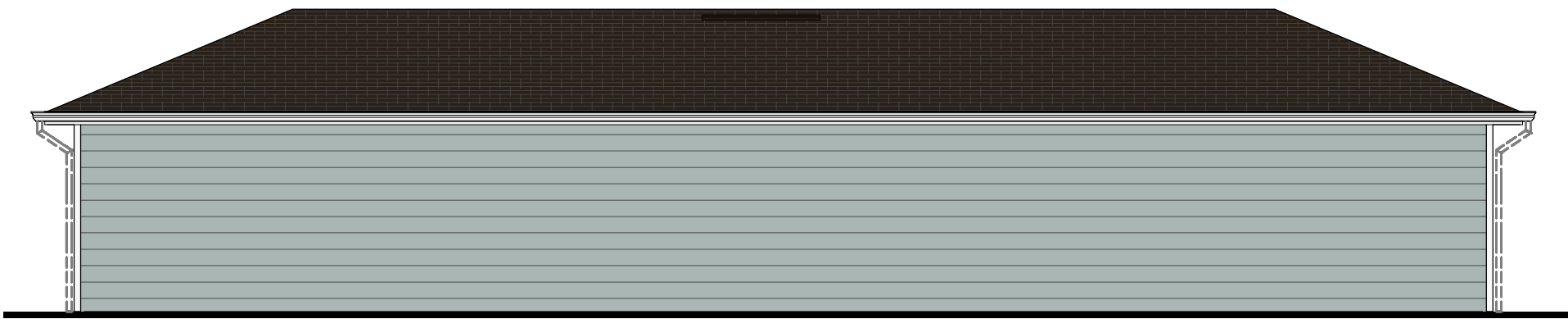

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job no: 4482.21
drawn by: OS
reviewed by: CBA
issue history:
△ Date

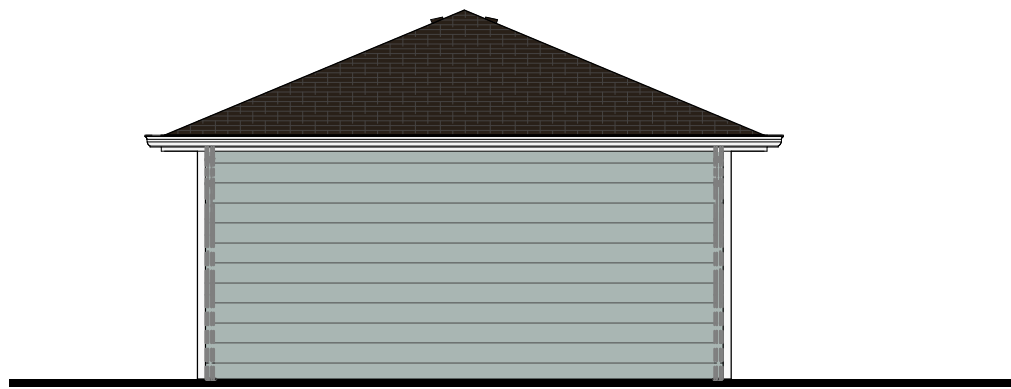
Schematic Design 02/25/2022

Sheet Title
BUILDING TYPE 5
CLUBHOUSE
ELEVATIONS

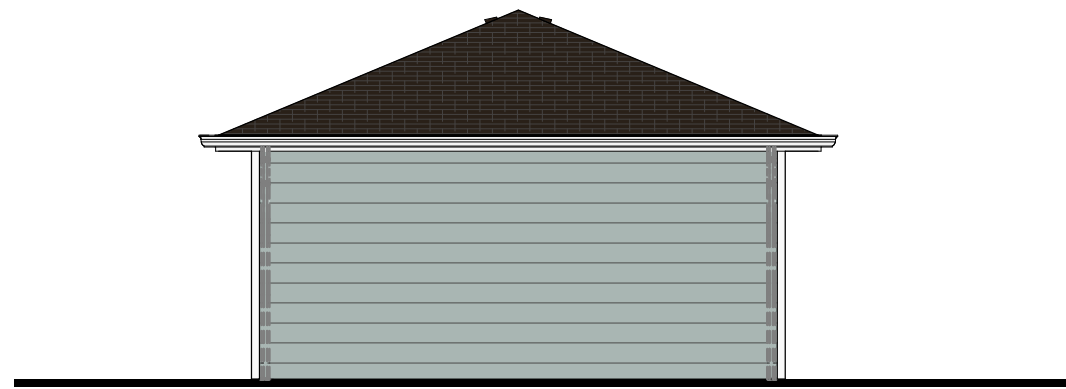
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4 BUILDING TYPE 6 REAR ELEVATION
SCALE: 1/8" = 1'-0"



3 BUILDING TYPE 6 LEFT ELEVATION
SCALE: 1/8" = 1'-0"



2 BUILDING TYPE 6 RIGHT ELEVATION
SCALE: 1/8" = 1'-0"



1 BUILDING TYPE 6 FRONT ELEVATION
SCALE: 1/8" = 1'-0"

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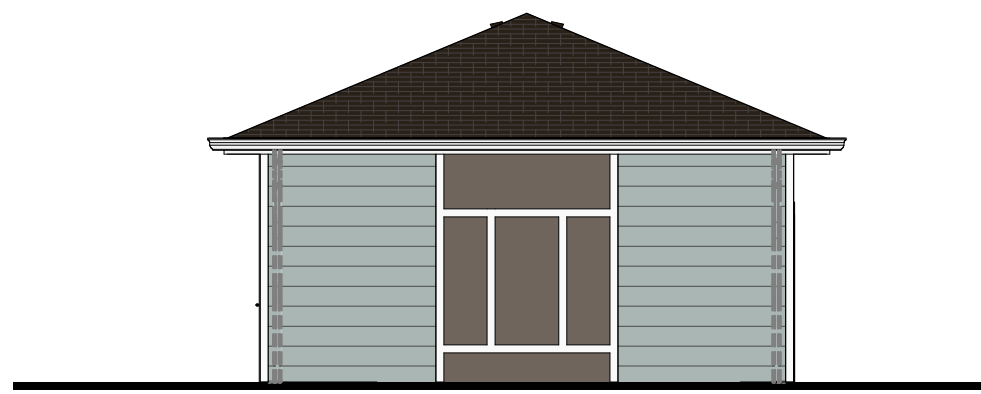
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date: 02-25-2022
job no: 4482.21
drawn by: CDC
reviewed by: CBA
issue history:
Δ Date

BUILDING TYPE 6
GARAGE
ELEVATIONS

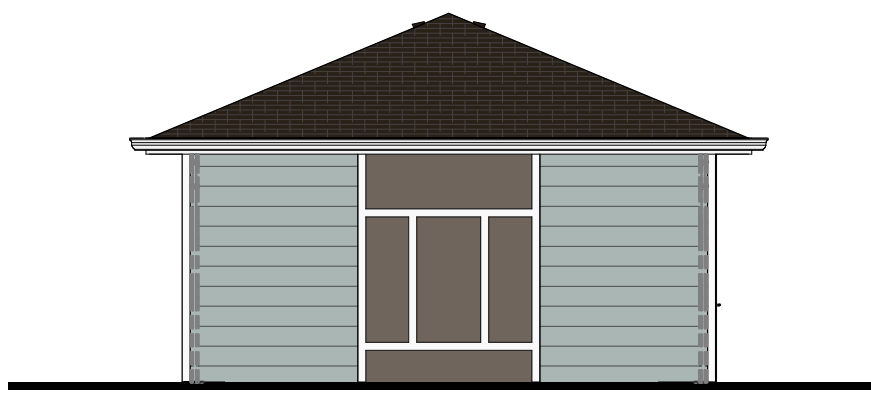
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City/County, State
FL
SEAL DATE
Architect Name
Charlan Brock & Associates, AAC000798
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3 BUILDING TYPE 6A LEFT ELEVATION

SCALE: 1/8" = 1'-0"



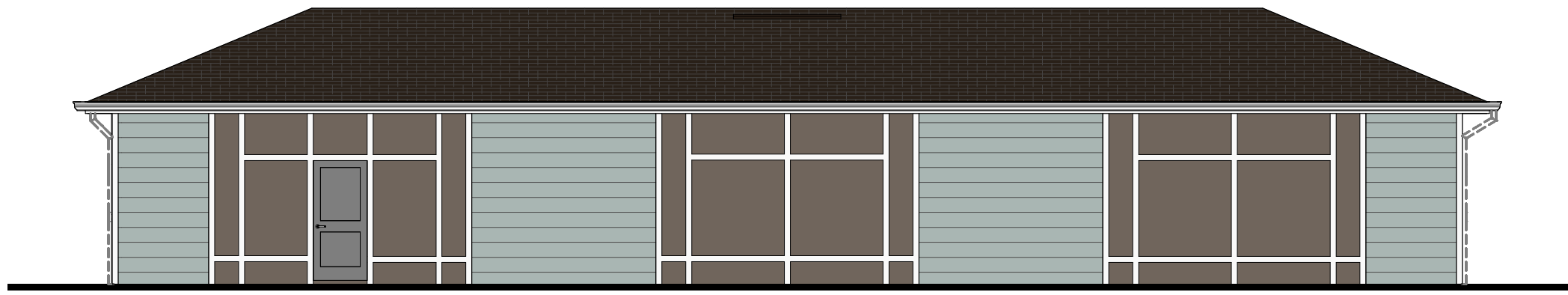
2 BUILDING TYPE 6A RIGHT ELEVATION

SCALE: 1/8" = 1'-0"



1 BUILDING TYPE 6A FRONT ELEVATION

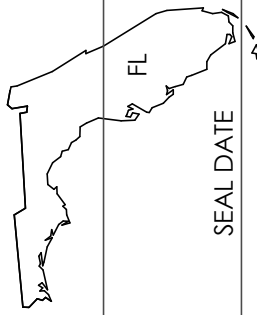
SCALE: 1/8" = 1'-0"



4 BUILDING TYPE 6A REAR ELEVATION

SCALE: 1/8" = 1'-0"

City/County, State



SEAL DATE

Architect Name
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South Daytona Apartments
Daytona Beach, FL

Client Name
Client Address

c b a
charlan • brock
associates

architects • planners

1770 fennell street
maitland florida 32751-7208
407 660 8900 f:407 875 9948
www . cbaarchitects . com

date: 02-25-2022

job no: 4482.21

drawn by: CDC

reviewed by: CBA

issue history:

Δ Date

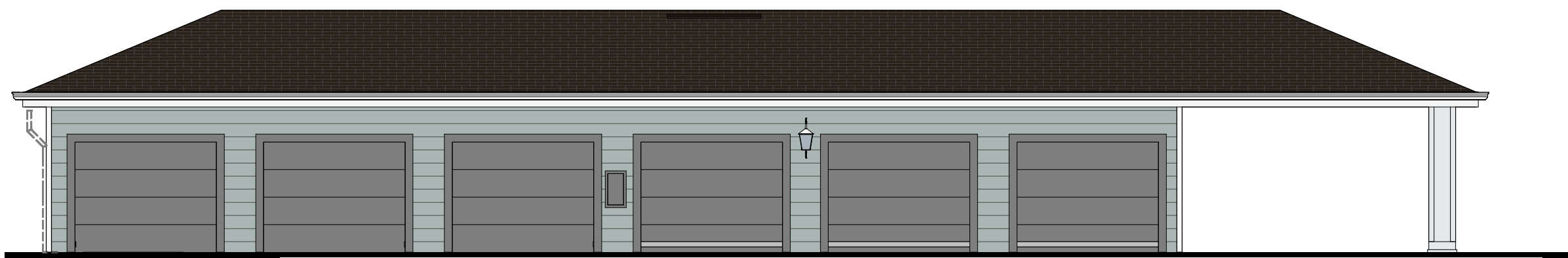
Sheet Title

BUILDING TYPE 6A
GARAGE/HC
ELEVATIONS

Sheet Number

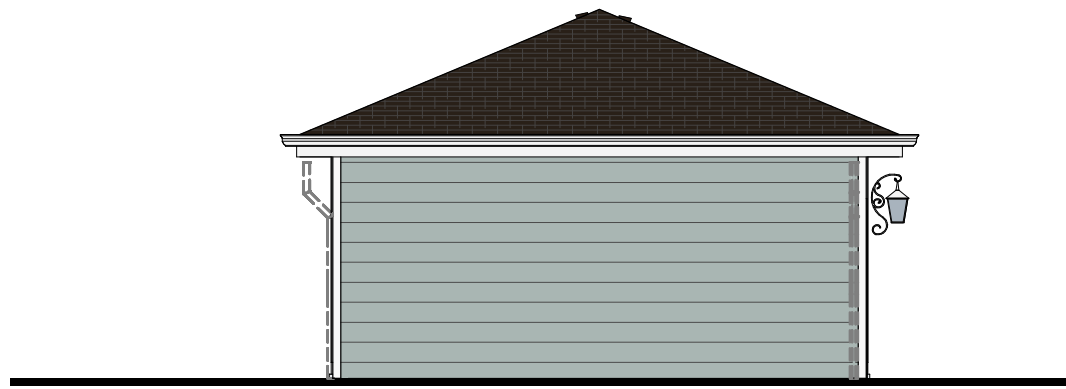
A2.62

SCHMATIC DESIGN 02/25/2022



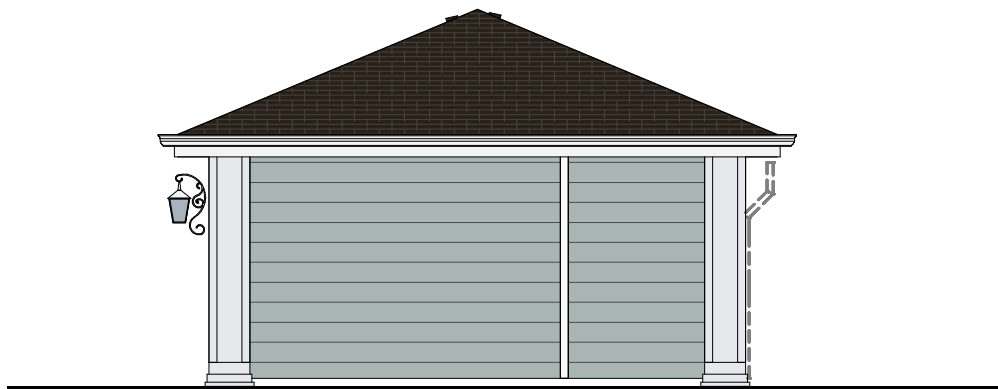
1 BUILDING TYPE 7 FRONT ELEVATION

SCALE: 1/8" = 1'-0"



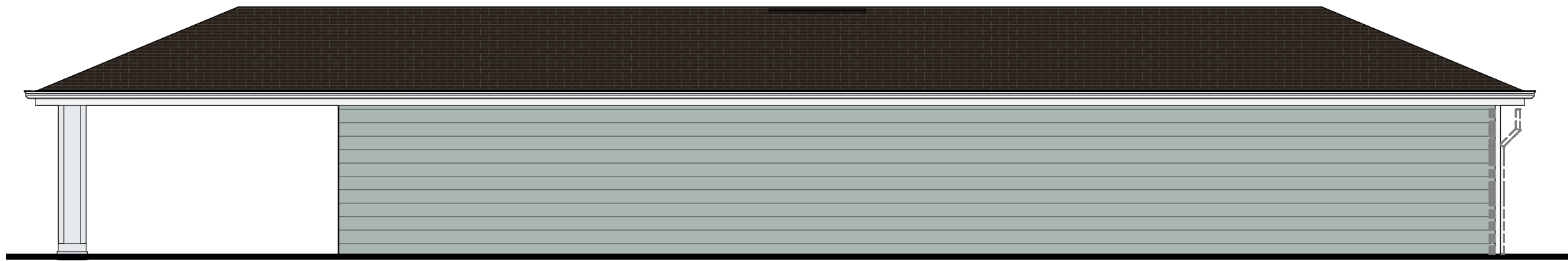
3 BUILDING TYPE 7 LEFT ELEVATION

SCALE: 1/8" = 1'-0"



2 BUILDING TYPE 7 RIGHT ELEVATION

SCALE: 1/8" = 1'-0"



4 BUILDING TYPE 7 REAR ELEVATION

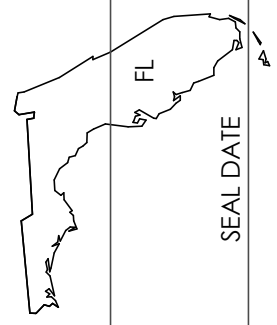
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SCHMATIC DESIGN 02/25/2022

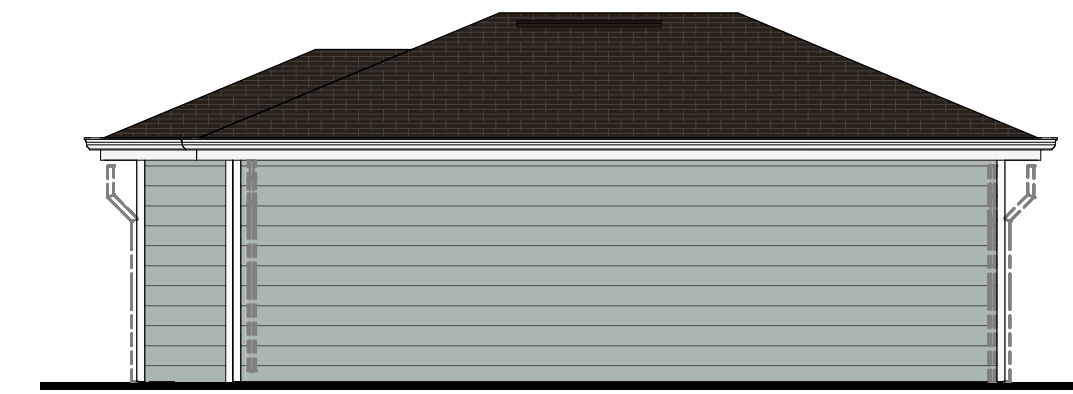
Sheet Title	BUILDING TYPE 7 GARAGE/CAR CARE ELEVATIONS
Sheet Number	A2.71

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date: **02-25-2022**
job no: **4482.21**
drawn by: **CDC**
reviewed by: **CBA**
issue history:
Δ Date

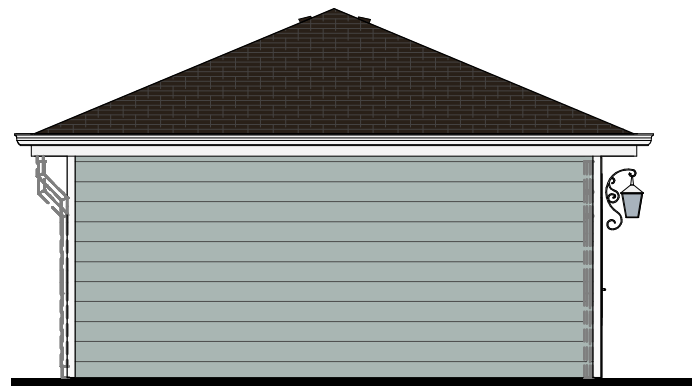
City/County, State		SEAL DATE
South Daytona Apartments Daytona Beach, FL		
Client Name	Client Address	Architect Name
Charlan Brock & Associates, AAC000798		

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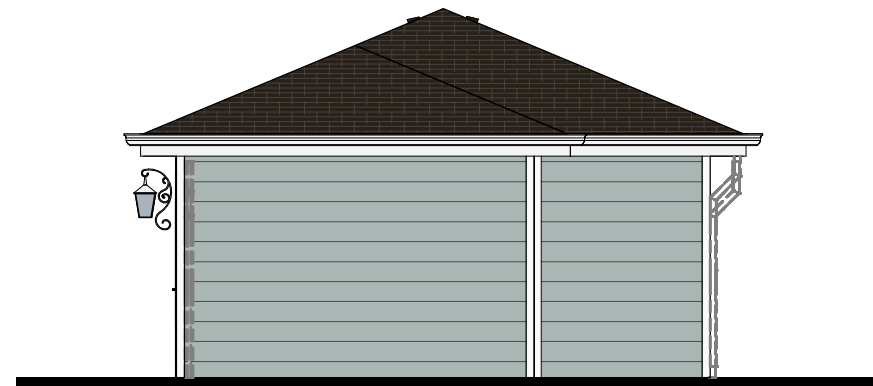
4 BUILDING TYPE 8 REAR ELEVATION

SCALE: 1/8" = 1'-0"



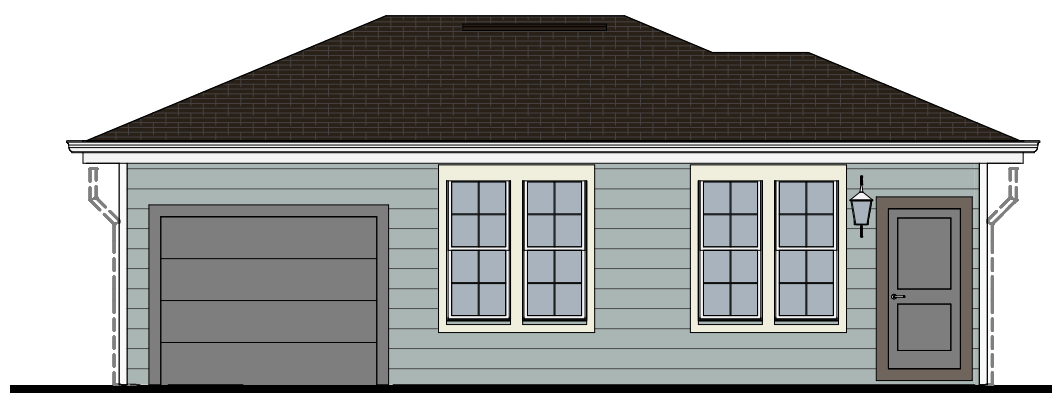
3 BUILDING TYPE 8 LEFT ELEVATION

SCALE: 1/8" = 1'-0"



2 BUILDING TYPE 8 RIGHT ELEVATION

SCALE: 1/8" = 1'-0"



1 BUILDING TYPE 8 FRONT ELEVATION

SCALE: 1/8" = 1'-0"

South Daytona Apartments
Daytona Beach, FL

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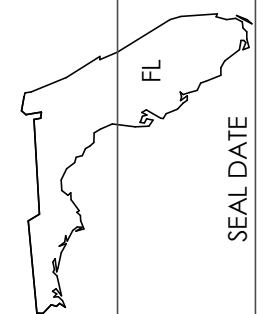
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date: 02-25-2022
job no: 4482.21
drawn by: CDC
reviewed by: CBA
issue history:
Δ Date

BUILDING TYPE 8
MAINTENANCE /
PET SPA
ELEVATIONS

A2.81

City/County, State



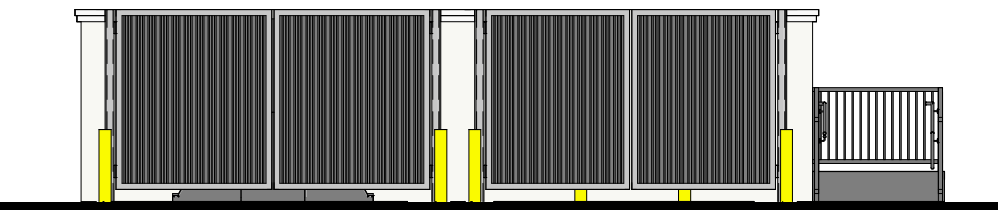
SEAL DATE

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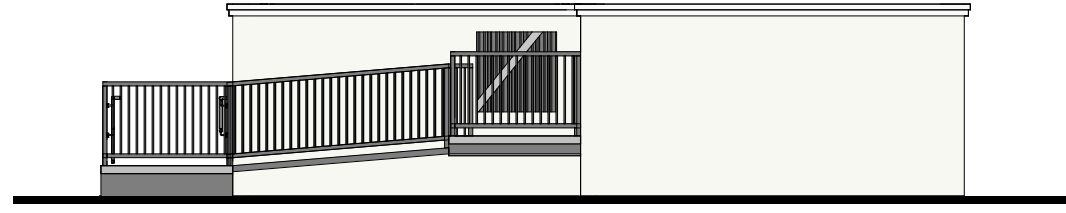
3 BUILDING TYPE 9 LEFT ELEVATION

SCALE: 1/8" = 1'-0"



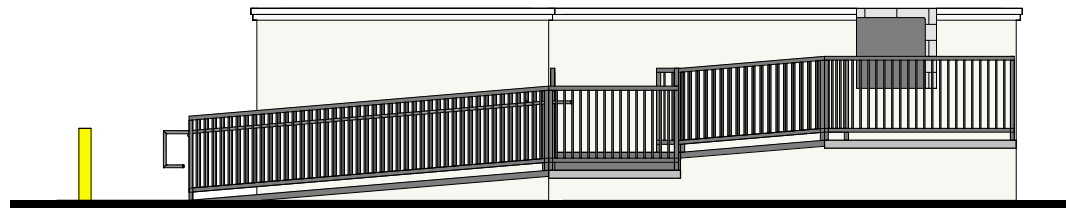
1 BUILDING TYPE 9 FRONT ELEVATION

SCALE: 1/8" = 1'-0"



4 BUILDING TYPE 9 REAR ELEVATION

SCALE: 1/8" = 1'-0"



2 BUILDING TYPE 9 RIGHT ELEVATION

SCALE: 1/8" = 1'-0"