City of South Daytona

Redevelopment Department

Post Office Box 214960 • South Daytona, FL 32121 • 986/322-3016

MEMORANDUM

To: James L. Gillis, Jr. City Manager

From: Patty Rippey, AICP, Redevelopment Director

Date: May 2, 2022

Re: Ordinance No. 2022-05: Master Development Agreement for 2900 South Ridgewood Avenue (CEMEX)

INTRODUCTION: This is a request by MSP Development, LLC for approval of a Master Development Agreement for 2900 S. Ridgewood Avenue, (CEMEX), consisting of 20.58 acres

BACKGROUND: The subject site is owned by CEMEX Construction Materials Florida, LLC, and is under contract for purchase and development by Middle Street Partners. This site served for many years as part of a concrete manufacturing facility. It was developed in the 1950's with its peak concrete manufacturing in the 1970s – 1990s. By the early 2000's, the facility was no longer in active operation and became a blighted property on U.S.1. Most recently, the facility has been used as truck maintenance and storage for CEMEX.

Figure 1. Subject Site: 2900 S. Ridgewood Avenue (CEMEX)

ANALYSIS AND CONCLUSION: Ordinance 2022-05 supports future redevelopment that will be consistent with the guiding policies of the CRA Redevelopment Master Plan, *Section 3.2 K* of the Land Development Code, and the City's Comprehensive Plan. The proposed MDA will allow the redevelopment of the formerly industrial CEMEX concrete manufacturing site to a multi-family residential development. The proposed project will include removal of all existing dilapidated structures thereby facilitating the utilization and productivity of the property.

The Planning and Appeals Board unanimously recommended approval of this item at the regularly scheduled April 28, 2022, meeting.

RECOMMENDATION: Staff recommends that the City Council **APPROVE** Ordinance 2022-05 approving a Master Development Agreement establishing principal uses as luxury multi-family apartments and carriage houses with related accessory uses for 2900 S. Ridgewood Avenue, (CEMEX).

ATTACHMENT:

	Ordinance 2022-05
Exhibit A	Proposed Master Development Agreement
Exhibit B	Planned Development Application, Site Plans, Elevations

ORDINANCE NO. 2022-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH DAYTONA, FLORIDA, APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY LOCATED AT 2900 SOUTH RIDGEWOOD AVENUE, TAX PARCELS 5333-00-00-0100, 5333-11-00-0070, AND 5333-11-00-0100; ESTABLISHING PRINCIPAL USES AS LUXURY MULTI-FAMILY APARTMENTS AND CARRIAGE HOUSES WITH RELATED ACCESSORY USES; PROVIDING FOR CONFLICTS, SEVERABILITY, APPLICABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the current owner of the Property has given authorization to MSP Development, LLC to create a master development agreement, attached hereto as Exhibit A, to develop the formerly industrial CEMEX concrete manufacturing site ("the industrial site") to a multi-family residential development; and

WHEREAS, the industrial site is located within the City of South Daytona's Community Redevelopment Area (CRA), that was established to address blighted properties and to redevelop the U.S.1 corridor; and

WHEREAS, the Master Development Agreement provides for the orderly development of the property in compliance with the laws and regulations of the City and other governmental authorities; and

WHEREAS, City staff have determined that the Property is suitable in size, location, and character for the principal uses and accessory uses listed in the Master Development Agreement are consistent with the City's Comprehensive Plan, Land Development Code, and the Community Redevelopment Master Plan; and

WHEREAS, City staff have determined that the principal and accessory uses, design, landscaping, and site improvements are consistent with the City's Comprehensive Plan, Land Development Code, and the Community Redevelopment Master Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SOUTH DAYTONA, FLORIDA:

Section 1. The City Council of the City of South Daytona hereby approves the Master Development Agreement attached hereto marked as Exhibit A.

Section 2. Conflicts. That all ordinances made in conflict with this Ordinance are hereby

repealed.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

Section 4. Effective Date. That this Ordinance shall become effective immediately upon its adoption.

PASSED upon first reading at a regular meeting of the City Council of the City of South Daytona held in the City of South Daytona, Florida, on the 10th day of May 2022.

PASSED AND ADOPTED upon second and final reading at a regular meeting of the City Council of the City of South Daytona held in the City of South Daytona, Florida, on the 14th day of June 2022.

_____
William C. Hall
Mayor

ATTEST:

_____
James L. Gillis, Jr.
City Manager

_____
Wade C. Vose
City Attorney

EXHIBIT A

MASTER DEVELOPMENT PLAN

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 acre 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 of 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

_____ By: _____

Signature of Witness # 1 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

EXHIBIT B

PLANNED DEVELOPMENT APPLICATION

Application, Project Narrative,
Legal Description, Site Survey, Aerial Map, Location Map, Zoning Map, Project Area Aerial, Conceptual Site Plan, Conceptual Landscape Plan,
Architectural Elevations, Decorative Sidewalk and Streetlight Specifications

Kimley»Horn

Transmittal

Date: March 17, 2022 Job Number : 249083000

Project Name: South Daytona Multi-Family

To: Patty Rippey
Redevelopment Director
1672 S. Ridgewood Avenue
South Daytona, FL032119

Phone: 386-322-3016

We are sending these by:

☐ U.S. Mail ☒ Express Mail ☐ Hand Deliver

☐ Other: _____

We are sending you:

Copies	*Date*	*Description*
9	03/17/22	PD application package – (Application, Project
		Narrative, Legal Description, Decorative Sidewalk
		and Light Pole Detail, Site Survey, Conceptual
		Site Plan, Conceptual Landscape Plan, Aerial Map,
		Location Map, Zoning Map, Architectural Elevations)
1	03/17/22	CD of submittal package

These are transmitted as checked below:

☐ For your use ☐ As requested ☒ For review and comment

☐ Copies for approval ☐ Corrected prints ☐ See remarks

Remarks:

Copy to: _____ Signed: Jonathan A. Martin, P.E.

CITY OF SOUTH DAYTONA

Community Development Department

1672 S Ridgewood Avenue, South Daytona, FL 32119 **P.O. Box 214960, South Daytona, FL 32121-4920**

(386) 322-3020

PUBLIC HEARING- APPLICATION

For Planning Department Use

Application Number _____ *Date Submitted* _____

APPLICATION TYPE AND FEES

- ☐ Annexation
- ☐ Annexation Agreement
- ☐ Land Development Code (LDC) Amendment
- ☐ Large-Scale Comprehensive Plan Amendment (Map)
- ☐ Official Zoning Map Amendment, 10.01 acres or more
- ☐ Official Zoning Map Amendment, 10 acres or less
- ☒ Planned Development, 10.01 acres or more
- ☐ Planned Development, 10 acres or less
- ☐ Planned Development Amendment - Major
- ☐ Small-Scale Comprehensive Plan Amendment (Map)
- ☐ Special Exception - New Construction/Redevelopment
- ☐ Special Exception - Downtown CRA Redevelopment
- ☐ Street Vacation
- ☐ Other

* The Land Development Code requires the applicant to pay the full costs of public advertising. The deposit is the average of past applications. Applicants shall receive a refund where costs paid are greater than advertising costs and will be if advertising costs are greater than the deposit paid.

APPLICANT INFORMATION

This application is being submitted by ☐ Property Owner ☒ Agent, on behalf of Property Owner**

Name: MSP Development, LLC

Full Address: 146 William Street, Charleston, SC 29403

Telephone: 407-620-1330 Email: msand@middlestreet.com

** If this application is being submitted by a person other than the property owner, please provide the following Property Owner Information as well as a notarized letter designating you as agent.

PROPERTY OWNER INFORMATION***

Name: Rinker Materials Corp.

Full Address: 1501 Belvedere Road, West Palm Beach, FL 33406

Telephone: _____ Email: _____

***If the property owner does not reside on the property for which the application refers, please provide the following Property Details.

PROPERTY DETAILS

Full Address	2900 S. Ridgewood Avenue
Legal Description	See attached property appraiser legal description

PROJECT COORDINATOR

Name	Matt Sand, Middle Street Partners, LLC		
Full Address	300 S. Orange Avenue, Suite 1000, Orlando, FL 32801		
Telephone	407-620-1330	Email	msand@middlestreet.com

PROJECT INFORMATION

Name	Cemex Rezoning
Description	Rezone: 5333-11-00-0070 (2900 S. Ridgewood Ave.) appx. 10.08 acres 5333-11-00-0100 (no address) appx. 4.02 acres 5333-00-00-0100 (no address) appx. 7.86 acres For a total of appx. 21.96 acres to be rezoned from Light Industrial to Planned Unit Development.

CERTIFICATION

By submitting this application, I hereby certify that the information provided above is true and correct to the best of my knowledge and that I am aware of the application submittal requirements and review process for this application. I hereby authorize City of **South Daytona** Staff to place legal notice on my property and to take pictures pertaining to my request. I am aware of the required pre-application meeting and am aware that if all the required information is not provided, my application will be continued to the next regularly scheduled hearing.

Signature: [signature]

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 15th day of March, 2022, by Irene Angomas, as Notary Public (title*) for Mathew Sand (name of corporation*), MSP Development, LLC, who (X) provided FL Drivers License identification, or (_) who is personally known to me.

Notary Public State of Florida
Irene Angomas
My Commission GG 225764
Expires 10/02/2022

[signature]
Notary Public, State of Florida
My Commission Expires: 10/2/2022

* If you are executing this document on behalf of a corporation please complete the spaces with your title and the name of your company as indicated.

Kimley»Horn

February 24, 2022

South Daytona Multi-Family Project
Project Narrative

Middlestreet Partners, LLC is proposing to redevelop 2900 S. Ridgewood Avenue, Parcel 533-11-00-0070 and Parcel 5333-11-00-0100 from its current use as an abandoned Cemex plant to a +/-389 unit Florida coastal inspired, garden style multi-family development. The developer's 20.58 acre site plan includes five (5) 4-story and two (2) 5-story elevatored multi-family buildings, seven (7) 3-story direct access carriage homes, ten (10) one-story garage buildings, 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. The site plan features a well-balanced mix of 1, 2, and 3 bedroom units. The proposed unit breakdown is 161 one bedroom units, 160 two bedrooms units and 68 three bedroom units. The Class A development offers excellent access and visibility, intracoastal views and walkability to the shores of the Atlantic Ocean and will deliver best-in-class design and amenity programing along with the latest unit finishes and features.

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 RIGHTOF- 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 APPOINT; 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 N0. 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 CERTIAN 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.

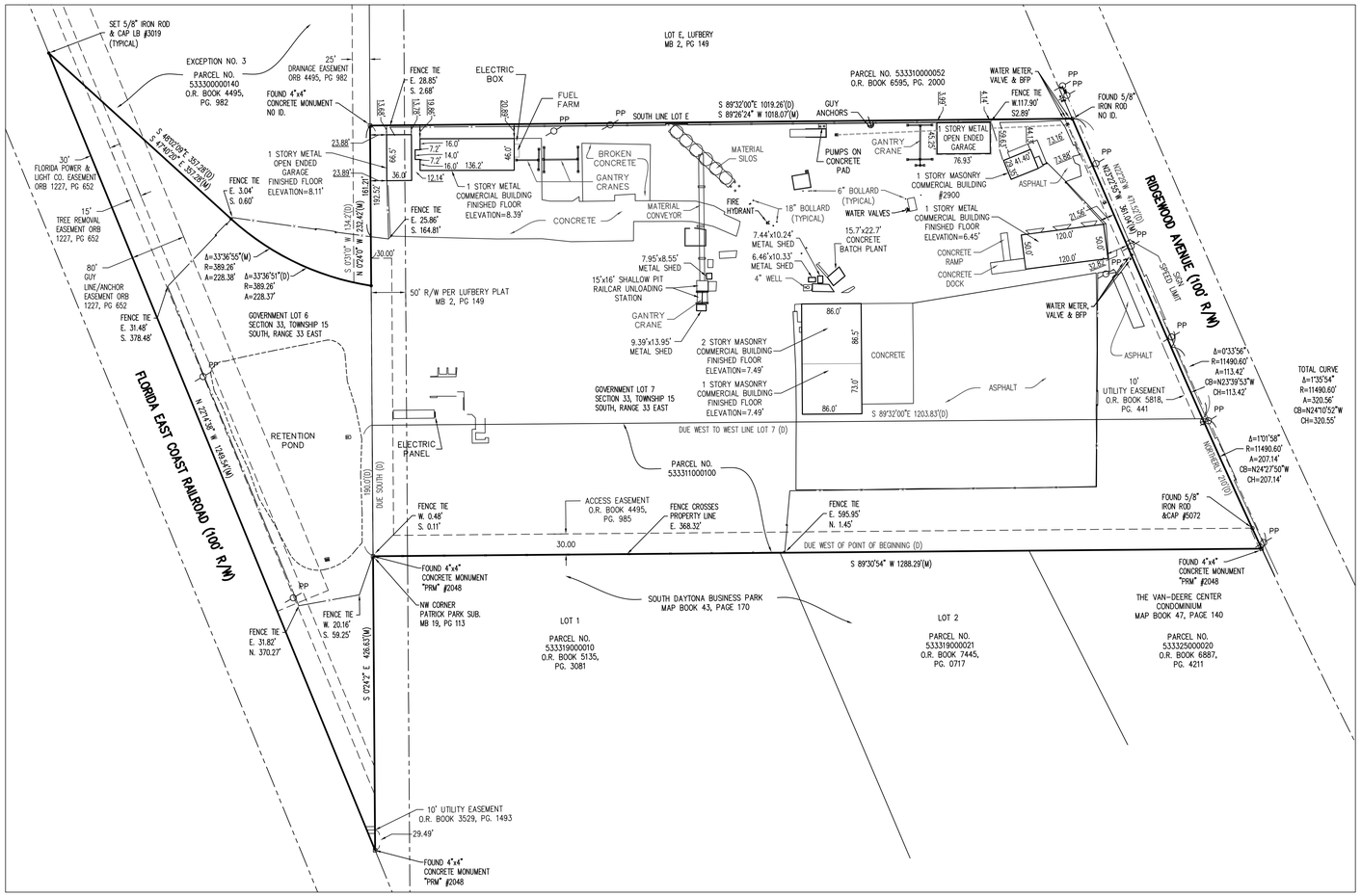
DESCRIPTION: PREPARED BY SLIGER & ASSOCIATES, INC.

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.



SCHEDULE B–II EXCEPTIONS

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
4. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
7. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the land, together with all rights, privileges and immunities relating thereto, whether or not appearing in the public records or listed in schedule b. the company makes no representation as to the present ownership of any such interests. there may be leases, grants, exceptions or reservation of interest that are not listed. note: any right of entry has been released pursuant to florida statute.

SCHEDULE B–II EXCEPTIONS CONTINUED

8. Taxes and assessments for the year 2021 and subsequent years, which are not yet due and payable.
9. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).

STANDARD EXCEPTIONS

10. The terms, provisions, and conditions contained in that certain Right of Way Agreement, recorded in Official Records Book 1227, Page 652.
AFFECTS SUBJECT PROPERTY. SHOWN HEREON.
11. Reservation of use of flow well set forth in that certain Warranty Deed recorded in Official Records Book 4437, Page 3555.
DOES NOT AFFFECT SUBJECT PROPRTY.
12. Perpetual Drainage Easement reserved in Special Warranty Deed recorded in Official Records Book 4495, Page 982.
BENEFITS SUBJECT PROPERTY. SHOWN HEREON.
13. Access Easement recorded in Official Records Book 4495, Page 985.
AFFECTS SUBJECT PROPERTY. SHOWN HEREON.
14. Permanent Utility Easement recorded in Official Records Book 5818, Page 441.
AFFECTS SUBJECT PROPERTY. SHOWN HEREON.

SURVEYORS NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY PREPARED WITH THE BENEFIT OF AMERICAN LAND TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE COMMITMENT NO. NCS–1091455–HOU1, EFFECTIVE DATE SEPTEMBER 17, 2021 @ 7:30 AM

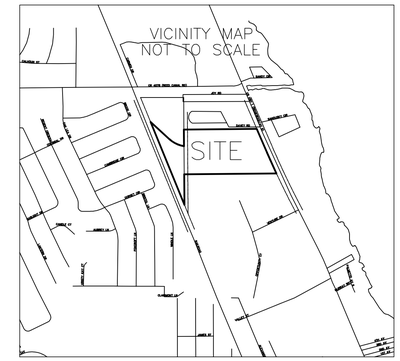
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

3. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE SOUTH LINE OF LOT E LUFBERRY SUBDIVISION BEING S 89°32' W.

4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.

5. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE "X". THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. MAP NO. 12127C0386 J. MAP EFFECTIVE DATE: SEPTEMBER 29, 2017. APPROXIMATE SCALE: 1"=500'

6. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.



SHEET INEX

SHEET 1 A.L.T.A. SURVEY
SHEET 2 KEY SHEET
SHEET 3– TOPOGRPHIC SURVEY

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 RIGHTOF– 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 APPOINT; 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. 533311000100

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 CERTIAN 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:

FIRST EXCEPTION NOT SHOWN.

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

UTILITY STATEMENT:

THE INACCESSIBLE UNDERGROUND UTILITIES SHOWN ON THIS SURVEY HAVE BEEN LOCATED FROM ABOVE GROUND FIELD UTILITY LOCATIONS PROVIDED BY SUNSHINE NETWORK, TICKET #_____ ON OR ABOUT 8–30–99 AND/OR EXISTING AS–BUILTS DRAWINGS PROVIDED BY THE CLIENT. SLIGER AND ASSOCIATES, INC. (S&A) MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN–SERVICE OR ABANDONED. LIKEWISE S&A DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ONLY THAT S&A HAS LOCATED THE UTILITIES AS ACCURATELY AS POSSIBLE FROM SAID FIELD LOCATIONS AND/OR AS–BUILTS PROVIDED BY OTHERS. S&A HAS NOT PHYSICALLY LOCATED THE ACTUAL INACCESSIBLE UNDERGROUND UTILITIES, EXCEPT AS SPECIFICALLY NOTED AND DEPICTED ON THIS DRAWING.

W/	WITH	TC	TOP COVER					RES	RESIDENCE	IRC	IRON ROD & CAP
CM	CONCRETE MONUMENT	WV	WATER VALVE	CONC	CONCRETE	**ABBREVIATIONS**		—FC—	BURIED FIBER OPTIC CABLE	IPC	IRON PIPE & CAP
TOB	TOP OF BANK	TSB	TRAFFIC SIGNAL BOX	D	CENTRAL ANGLE	ILLEG.	ILLEGIBLE	—T—	BURIED TELEPHONE LINE	MES	MITERED END SECTION
TOE	TOE OF SLOPE	FH	FIRE HYDRANT	R	RADIUS	INV	INVERT	—W—	BURIED WATER LINE	RCP	REINFORCED CONCRETE PIPE
CLS	CENTERLINE OF SWALE	WM	WATER METER	L	ARC LENGTH	SEC	SECTION	—E—	BURIED ELECTRIC LINE	CMP	CORRUGATED METAL PIPE
STA	STATION	LP	LIGHT POLE	CB	CHORD BEARING	TWP	TOWNSHIP	—G—	BURIED GAS LINE	MH	MANHOLE
CO	CLEANOUT	IV	IRRIGATION VALVE	CH	CHORD DISTANCE	RGE	RANGE	—TV—	BURIED TELEVISION LINE	MB	MAP BOOK
SAN	SANITARY	GA	GUY ANCHOR	FP&L CO	FLORIDA POWER & LIGHT COMPANY	R/W	RIGHT OF WAY	—FM—	BURIED FORCE MAIN	IP	IRON PIPE
ES	ELECTRIC SERVICE	CPP	CORRUGATED PLASTIC PIPE	NGVD	NATIONAL GEODETIC VERTICAL DATUM	EL	ELEVATION	—OH—	AERIAL UTILITY LINE	ORB	OFFICIAL RECORDS BOOK
HDPE	HIGH DENSITY POLYETHYLENE PIPE	DIP	DUCTILE IRON PIPE			(NR)	NON RADIAL	(P)	PLATTED DIMENSION	PG	PAGE
VCP	VITREOUS CLAY PIPE	PVC	POLYVINYL CHLORIDE	USC & GS	UNITED STATES COAST AND GEODETIC SURVEY	(R)	RADIAL	(D)	DEEDED DIMENSION	ID	IDENTIFICATION
CV	CHECK VALVE	DW	DRIVEWAY	℄	CENTERLINE	NAD	NAIL AND DISK	(M)	MEASURED DIMENSION	(TYP)	TYPICAL
						RV	REUSE VALVE	(C)	CALCULATED DIMENSION	REC	RECOVERED
								FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION		

LEGEND

IRON ROD WITH CAP
IRON ROD
IRON PIPE WITH CAP
IRON PIPE
TO "X" CUT IN CONCRETE
CONCRETE MONUMENT
PERMANENT REFERENCE MONUMENT
PERMANENT CONTROL POINT
FORCE MAIN VALVE
WATER VALVE
WATER METER
FIRE HYDRANT
TELEPHONE BOIX
TRAFFIC SIGNAL BOX
ELECTRIC BOX
CABLE TELEVISION BOX
MAIL BOX
LIGHT POLE
UTILITY POLE
GUY ANCHOR
CLEAN OUT
SIGN
TREE
EXISTING ELEVATION
TELEPHONE MANHOLE
CALCULATED DIMENSION
SANITARY MANHOLE
STORM MANHOLE

ADDITIONAL ABBREVIATIONS–TREE LEGEND

CP	CAMPHOR TREE	SB	SUGARBERRY TREE
MP	MAPLE TREE	CD	CEDAR TREE
SYC	SYCAMORE TREE	EM	ELM TREE
OK	OAK TREE	CIT	CITRUS TREE
SZ	SWEET GUM TREE	PN	PINE TREE
HK	HICKORY TREE	PM	PALM TREE
CB	CHINABERRY TREE	HY	HOLLY

FOR: MIDDLE STREET PARTNERS LLC

SCALE: 1"=100' FIELD BOOK: PAGE(S): SHEET 1 OF 1

TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
SPECIFIC PURPOSE	–	–	–	–	–
BOUNDARY SURVEY	–	–	–	–	–
A.L.T.A.. SURVEY	12–11–2021	21–1759	WF	JM	JZ
FOUNDATION LOCATION	–	–	–	–	–
FINAL IMPROVEMENTS	–	–	–	–	–
RECERTIFICATION	–	–	–	–	–

SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761–5385

LICENSED BUSINESS CERTIFICATION NUMBER 3019

www.sligerassociates.com

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PLAT PREPARED FOR THE FOLLOWING: (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
A.L.T.A.	MIDDLE STREET PARTNERS LLC	12–07–2021	21–1759
	FIRST AMERICAN TITLE INSURANCE COMPANY		

2900 RIDGEWOOD AVENUE
SOUTH DAYTONA, FLORIDA

FOR: MIDDLE STREET PARTNERS LLC | *21–1759*

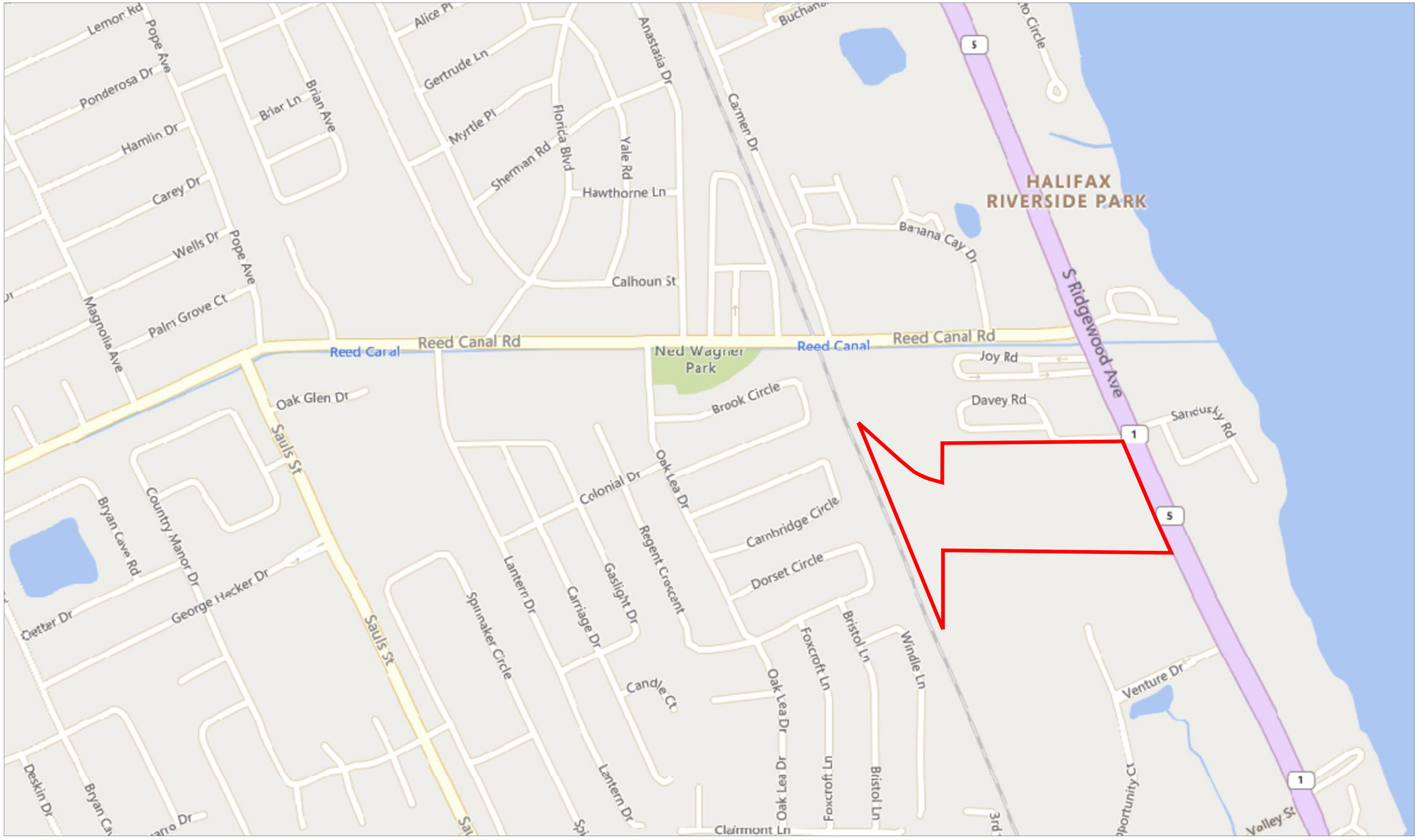
A.L.T.A./N.S.P.S. LAND TITLE SURVEY

To MIDDLE STREET PARTNERS LLC, AND FIRST AMERICAN TITLE INSURANCE COMPANY:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1–6,7b1,8–9,13 and 16 of Table A thereof. The fieldwork was completed on DECEMBER 11, 2021.

Date of Plat or Map: DECEMBER 14, 2021,

_____ J.E. ZAPERT, P.L.S. NO. 4046



K:\ORL_Civil\249083000-South Daytona Multifamily\CADD\EXHIBITS\LOCATION.dwg

SOUTH DAYTONA MULTI-FAMILY

South Daytona, Florida

LOCATION

12/17/2021 - CONTACT JONATHAN A MARTIN, P.E. (407) 427-1686

GRAPHIC SCALE IN FEET
0 125 250 500

NORTH

Kimley»Horn

LEGEND

PROJECT BOUNDARY

NORTH

GRAPHIC SCALE IN FEET
0 50 100 200

SOUTH DAYTONA MULTI-FAMILY

South Daytona, Florida

ZONING

12/17/2021 - CONTACT JONATHAN A MARTIN, P.E. (407) 427-1686

Kimley»Horn

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K:\ORL_Civil\249083000-South Daytona Multifamily\CADD\EXHIBITS\AERIAL.dwg

SOUTH DAYTONA MULTI-FAMILY

South Daytona, Florida

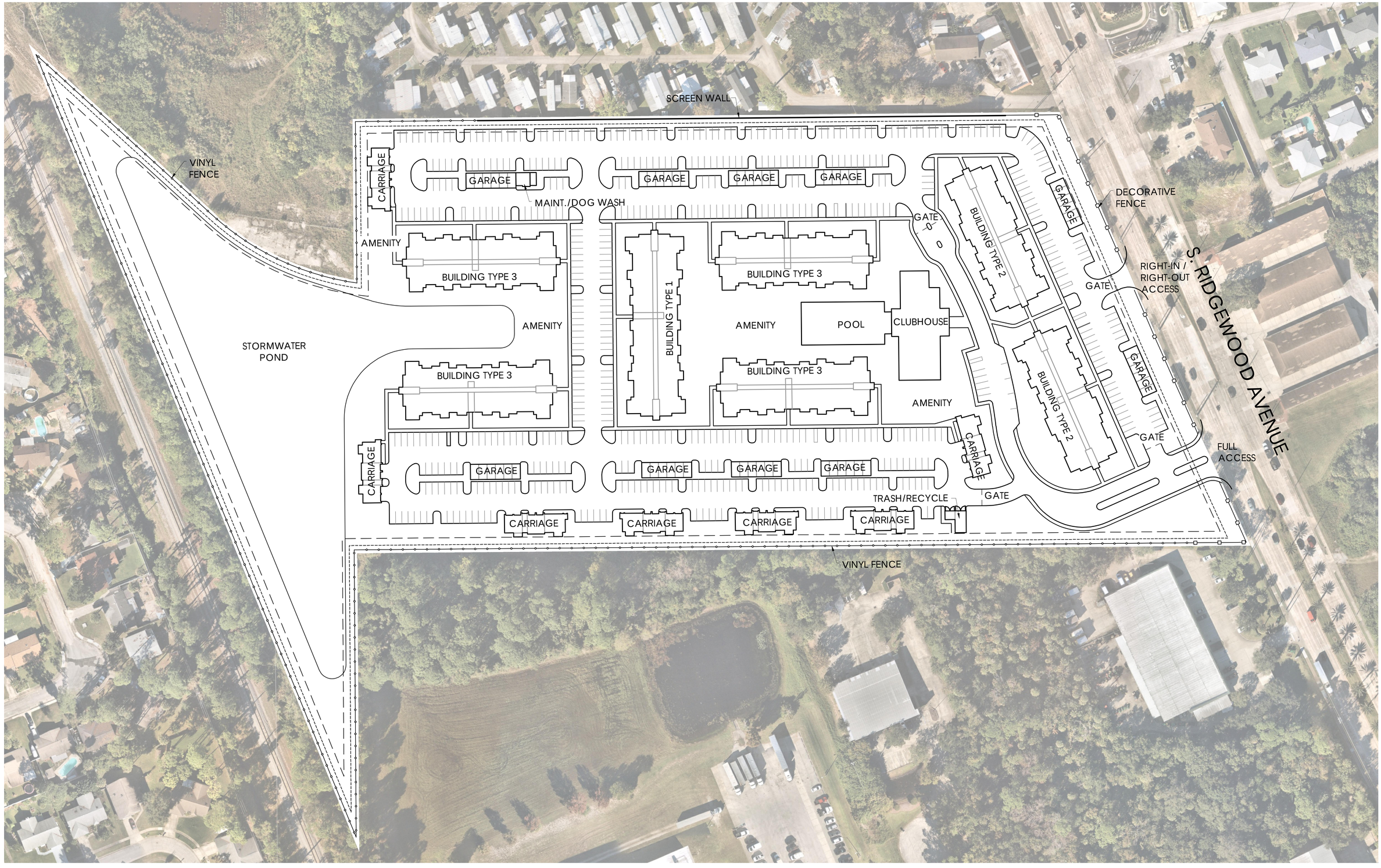
AERIAL

12/17/2021 - CONTACT JONATHAN A MARTIN, P.E. (407) 427-1686

GRAPHIC SCALE IN FEET
0 50 100 200

NORTH

Kimley»Horn



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SOUTH DAYTONA

CITY OF SOUTH DAYTONA, FLORIDA

CONCEPTUAL SITE PLAN

02/21/2022 - CONTACT JONATHAN A. MARTIN, P.E. (407) 427-1686

GRAPHIC SCALE IN FEET
0 30 60 120

NORTH

Kimley»Horn

RIDGEWOOD MULTIFAMILY - COLORED SITE PLAN RENDERING

FEBRUARY, 2022

SCALE: 1"=60'-0"
0 6' 30' 60' 120'

Kimley»Horn

South Daytona Apartments

Daytona Beach, FL

Client Name
Client Address

cba
charlan brock associates
architects planners
1770 fennell street
maitland florida 32751-7208
407 660 8900 f:407 875 9948
www . cbaarchitects . com

date: **03-14-2022**
job no: **4482.21**
drawn by: **RRO**
reviewed by: **CBA**
issue history:
Δ Date

Sheet Title

BUILDING CONCEPTUAL RENDERING

Sheet Number

A2.01

SCHEMATIC DESIGN 02/25/2022

South Daytona, FL

FL

SEAL DATE

Craig D. Carbone
Charlan Brock & Associates, AAC000798

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3/16/2022 5:16:36 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"

3/16/2022 5:16:48 PM BIM 360://4482 - South Daytona Apartments/4482-SOUTH DAYTONA APTS_Arch.rvt

South Daytona, FL

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South Daytona Apartments

Daytona Beach, FL

Client Name
Client Address

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1770 fennell street
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date: **03-14-2022**
job no: **4482.21**
drawn by: **JRP**
reviewed by: **CBA**
issue history:
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Sheet Title
BUILDING TYPE 1 OVERALL ELEVATIONS

SCHEMATIC DESIGN 02/25/2022

Sheet Number
A2.11

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1 BUILDING TYPE 2 FRONT ELEVATION

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

South Daytona Apartments

Daytona Beach, FL

Client Name
Client Address

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architects planners
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maitland florida 32751-7208
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www . cbaarchitects . com

date: **03-14-2022**
job no: **4482.21**
drawn by: **Author**
reviewed by: **CBA**
issue history:
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Sheet Title
BUILDING TYPE 2 ELEVATIONS

Sheet Number
A2.21

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1 BUILDING TYPE 2 SIDE ELEVATION

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

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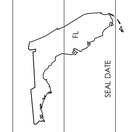
South Daytona, FL



SEAL DATE

Craig D. Carbone
Charlan Brock & Associates, AAC000798

South Daytona Apartments

Daytona Beach, FL

Client Name

Client Address

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drawn by: **Author**

reviewed by: **CBA**

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BUILDING TYPE 2 ELEVATIONS

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A2.22

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1 BUILDING TYPE 2 REAR ELEVATION

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

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Daytona Beach, FL

Client Name

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drawn by: **Author**

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Sheet Title

BUILDING TYPE 2 ELEVATIONS

Sheet Number

A2.23

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3/16/2022 5:19:05 PM

4 BUILDING TYPE 3 REAR OVERALL ELEVATION

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

3 BUILDING TYPE 3 LEFT OVERALL ELEVATION

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

2 BUILDING TYPE 3 RIGHT OVERALL ELEVATION

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

1 BUILDING TYPE 3 FRONT OVERALL ELEVATION

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

City/County, State

FL

SEAL DATE

Architect Name
Charlan Brock & Associates, AA.C000798

South Daytona Apartments

Daytona Beach, FL

Client Name
Client Address

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architects • planners
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drawn by: **KR**
reviewed by: **CBA**
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Sheet Title
BUILDING TYPE 3 OVERALL ELEVATIONS

SCHEMATIC DESIGN 02/25/2022

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A2.31

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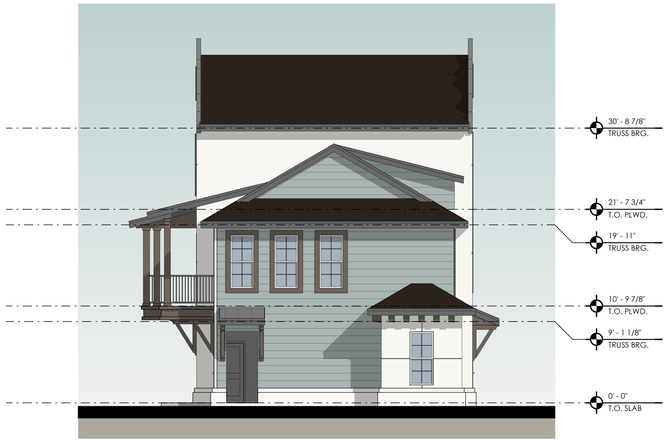
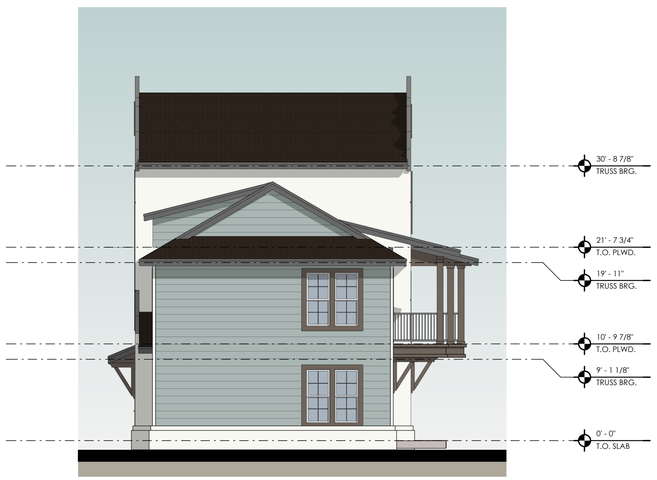


3 BUILDING TYPE 4 LEFT ELEVATION

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

4 BUILDING TYPE 4 REAR ELEVATION

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



2 BUILDING TYPE 4 RIGHT ELEVATION

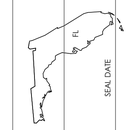
SCALE: 1/8" = 1'-0"

1 BUILDING TYPE 4 FRONT ELEVATION

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

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

South Daytona, FL



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Craig D. Carbone,
Charlan Brock & Associates, AAC000798

South Daytona Apartments

Daytona Beach, FL

Client Name
Client Address

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architects planners
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date: **03-14-2022**
job no: **4482.21**
drawn by: **JRP/COOL**
reviewed by: **CBA**
issue history:
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Sheet Title
BUILDING TYPE 4 CARRIAGE ELEVATIONS

Sheet Number
A2.41

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3/16/2022 5:20:31 PM BIM 360://4482 - South Daytona Apartments/4482-SOUTH DAYTONA APTS_Arch.rvt

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"

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

1 BUILDING TYPE 5 FRONT ELEVATION

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

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date: **03-14-2022**
job no: **4482.21**
drawn by: **OS**
reviewed by: **CBA**
issue history:
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Sheet Title
BUILDING TYPE 5 CLUBHOUSE ELEVATIONS

Sheet Number
A2.51

SCHEMATIC DESIGN 02/25/2022

South Daytona, FL

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SEAL DATE

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Charlan Brock & Associates, AA0000798

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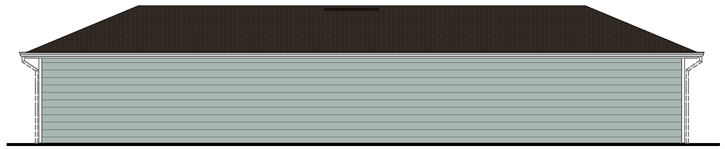
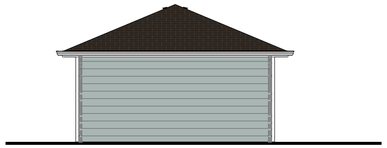


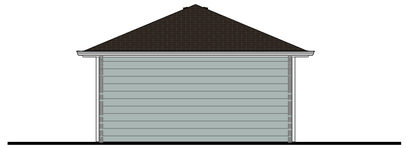
4 BUILDING TYPE 6 REAR ELEVATION

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"

2/28/2022 12:58:06 PM BIM 360://4482 - South Daytona Apartments/4482-SOUTH DAYTONA APTS_Arch.rvt

South Daytona Apartments

Daytona Beach, FL

Client Name
Client Address

City/County, State

FL

SEAL DATE

Architect Name
Charlan Brock & Associates, AA-C000798

charlan • brock associates

architects • planners

1770 fennell street
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www . cbaarchitects . com

date: **02-25-2022**
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drawn by: **CDC**
reviewed by: **CBA**
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Sheet Title

BUILDING TYPE 6 GARAGE ELEVATIONS

Sheet Number

A2.61

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4 BUILDING TYPE 6A REAR ELEVATION

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

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"

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job no: **4482.21**
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reviewed by: **CBA**
issue history:
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FL

SEAL DATE

Architect Name
Charlan Brock & Associates, AA-C000798

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Sheet Title

BUILDING TYPE 6A GARAGE/HC ELEVATIONS

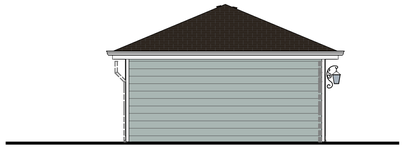
Sheet Number

A2.62

SCHEMATIC DESIGN 02/25/2022

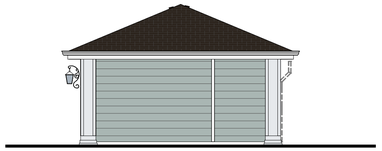
4 BUILDING TYPE 7 REAR ELEVATION

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



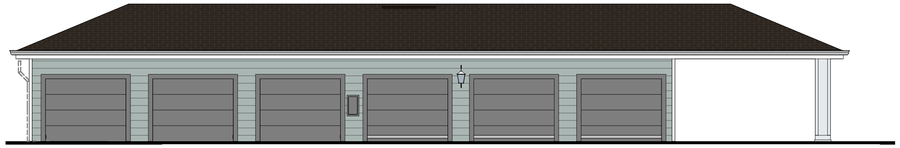
3 BUILDING TYPE 7 LEFT ELEVATION

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



2 BUILDING TYPE 7 RIGHT ELEVATION

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



1 BUILDING TYPE 7 FRONT ELEVATION

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

City/County, State

SEAL DATE

Architect Name
Charlan Brock & Associates, AA-C000798

South Daytona Apartments

Daytona Beach, FL

Client Name
Client Address

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 7 GARAGE/CAR CARE ELEVATIONS

Sheet Number
A2.71

SCHEMATIC DESIGN 02/25/2022

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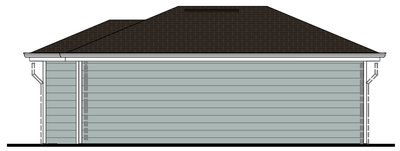
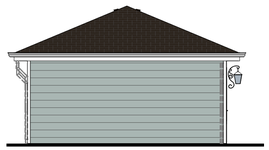


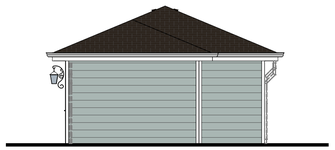
4 BUILDING TYPE 8 REAR ELEVATION

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"

2/28/2022 12:58:28 PM BIM 360://4482 - South Daytona Apartments/4482-SOUTH DAYTONA APTS_Arch.rvt

South Daytona Apartments

Daytona Beach, FL

Client Name
Client Address

City/County, State

FL

SEAL DATE

Architect Name
Charlan Brock & Associates, AA-C000798

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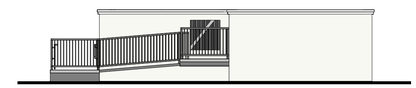
drawn by: **CDC**
reviewed by: **CBA**
issue history:
Δ Date

SCHEMATIC DESIGN 02/25/2022

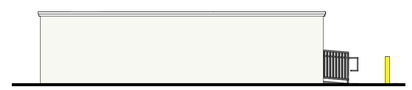
Sheet Title
BUILDING TYPE 8 MAINTENACE / PET SPA ELEVATIONS

Sheet Number
A2.81



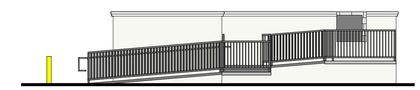
4 BUILDING TYPE 9 REAR ELEVATION

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



3 BUILDING TYPE 9 LEFT ELEVATION

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



2 BUILDING TYPE 9 RIGHT ELEVATION

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

1 BUILDING TYPE 9 FRONT ELEVATION

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

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SEAL DATE

Architect Name
Charlan Brock & Associates, AA-C000798

South Daytona Apartments

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Sheet Title

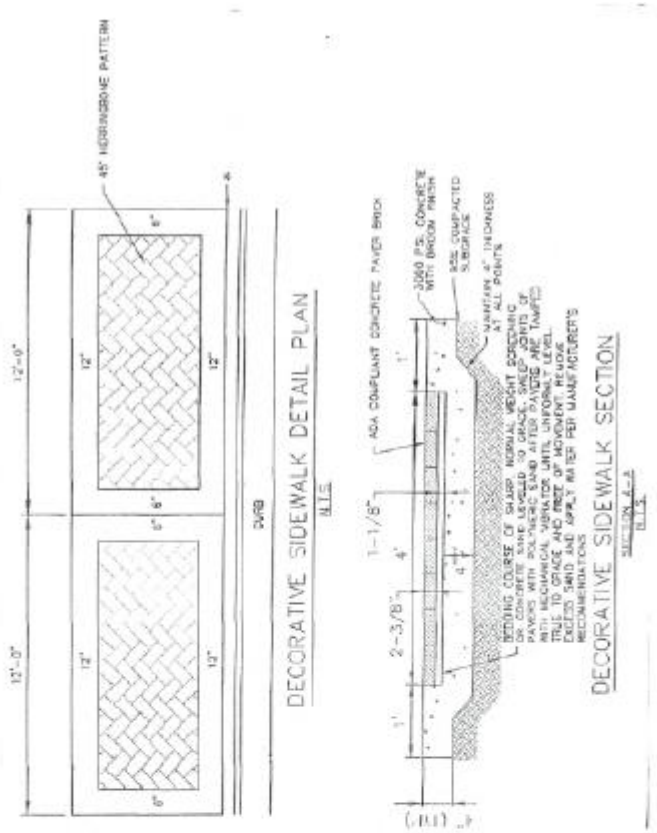
BUILDING TYPE 9 TRASH COMPACTOR / DUMPSTER ELEVATIONS

Sheet Number

A2.91

SCHEMATIC DESIGN 02/25/2022

Exhibit C. Decorative Street Light Poles and Decorative Sidewalk Specifications.



Poles shall be Ameron CEOX-9.5-51' oal, 31' ag, direct embed large octagonal exposed aggregate concrete, black in color, with single set star inserts (modks), with Amerishield anti graffiti acrylic coating, with A/G hand hole and conduit entrance. Arms shall be Holophane WLC721CA BK West Liberty Arm, 6' black with Holophane WLLF/200-CA/BK West Liberty Leveling splitfitter for standard mast arms, splitfit 2 inches (2-3/8 inch OD) nominal pipe, swivel, cast aluminum and black finish. Light fixtures shall be Holophane ESU400HP48B4SS Esplanade with short skirt, 400W equivalent LED light fixture, black in color.

Payment shall be made at the contract unit cost for each light pole, arm and fixture assembly completely installed including hand locate/exposure of existing utilities within 3 feet of pole location, excavation/augering, crushed concrete/limerock backfill, compaction, sidewalk removal/replacement as necessary, grounding and other necessary work to complete the installation.

CRA DESIGN STANDARDS AND SPECIFICATIONS FOR DECORATIVE SIDEWALK AND STREET LIGHTS INSTALLED BY DEVELOPER OF ENCLAVE AT 3230 APARTMENT COMPLEX ON U.S.1

CRA DESIGN STANDARDS AND SPECIFICATIONS FOR DECORATIVE
SIDEWALK BRICK PATTERN INSTALLED BY DEVELOPER
OF ENCLAVE AT 3230 APARTMENT COMPLEX ON U.S.1