

City of South Daytona

Office of the City Manager

1672 S. Ridgewood Avenue • South Daytona, FL 32121 • 386/322-3014



MEMORANDUM

To: James L. Gillis Jr., City Manager
From: Becky Witte, Deputy City Clerk
Re: Consideration of Ordinance No. 2023-03: Master Development Agreement for 2739 South Ridgewood Avenue, Sea View Apartments
Date: February 9, 2023

In the summer of 2004, via Ordinance No. 04-15, the properties of 2701 to 2739 South Ridgewood Avenue were approved for a Future Land Use Map Amendment from Commercial to Residential High-Density – Range 4 as the subject properties had been determined to be economically "under-performing" and thus "ripe" for redevelopment into a more productive and valuable use. Immediately following the adoption of this ordinance, the City Council adopted Ordinance No. 04-16, rezoning the Property to Planned Unit Development (PUD) and approved a Master Development Agreement for the Project Site. The proposed development was going to consist of high rise residential towers, 16 stories in height.

In January 2006, via Ordinance No. 05-54, the City Council approved a PUD Amendment to the subject development. The change consisted of allowing the north tower to be 18 stories (instead of 16), and allowing the river setback to be decreased to 60 feet from the bulkhead line provided that the project provided a public access element.

In July 2022, the subject property was sold to Verso Sub III, LLC who has decided to resurrect the project. The developer and City staff have been working on a proposed concept design for a modern project that will be consistent with the high quality development that we are looking to bring to South Daytona.

The proposed project for City Council consideration will consist of multi-family dwelling units, a public restaurant and marina. The number of dwelling units has been reduced from 522 to 440 units. Our high quality standards have been included in the Master Development Agreement including luxury vinyl plank flooring in common spaces, carpet in bedrooms and walk-in closets, stainless steel kitchen appliances, granite, quartz (or equally upgraded material) for countertops with tile backsplash, 9-foot-high or higher ceilings, and in-unit laundry connections. Unit type and average square footage as listed:

- a. One Bed, One Bath: up to 246 units, 900 – 1,000 sq. ft.
- b. Two Bed, Two Bath: up to 172 units, 1,350 – 1,500 sq. ft.

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- c. Three Bed, Two Bath: up to 22 units, 1,600 – 2,000 sq. ft.

Total Unit Count: up to 440 units

Other permitted accessory uses on the property include a resident clubhouse with resident office space with internet connection, and a resident common area with amenities, highspeed wi-fi throughout property, gym/recreation facilities and pool, bike racks or bike storage area, leasing office, maintenance office/storage, restaurant with valet parking, as well as a marina. Required amenities include gated restricted access, pool amenities, outdoor grilling or kitchen facilities, car charging station(s), lighted, well-maintained green spaces, lighted fountain or similar feature, as well as common areas with fire pits.

The project will have a Florida Vernacular Architecture and the building construction will be a concrete parking structure and concrete building for the lower floors and be wood frame wrapped construction on the higher levels. Buildings will have a standing seam metal or metal shingle roof to align with the Florida Vernacular style. Protruding porches or recessed porches will provide greater visual interest and appeal. A six (6) foot high stucco masonry wall with pilasters/columns, will be required to be constructed along the length of the north and south side of the property as well as the east side of Parcel 5333-06-00-0015. A six (6) foot black aluminum fence with robust landscaping will be required to be placed along the property line adjacent to S. Ridgewood Avenue.

The updated Master Development Agreement aligns with staffs intent to have another quality development within our South Ridgewood Avenue Corridor. The MDA is a culmination of the efforts and will be an excellent fit for the area especially with the added restaurant and marina. The enhanced landscaping, undergrounding the utility lines along South Ridgewood Avenue and installation of decorative sidewalk and lighting will continue to enhance the south side of our City.

Two specific items considered in this development were the installation of apartments versus condominiums and the use of wood as opposed to concrete for the construction.

The current market for high end apartments is red hot in this area. The Enclave, which opened about two years ago, is sold out and has a substantial waiting list. The developers of this project hope to capture some of the demand for these units with this project. In addition, our US 1 corridor is an opportunity zone which affords a savings on capital gains tax if the developer owns the property for at least ten years. This benefit lends itself to a potential project being a rental unit owned by the developer as opposed to individual unit ownership which negates the opportunity zone benefit. Finally, from a city staff point of view, apartments are easier to ensure code compliance as there is only one owner as compared to numerous individual owners who all have to be contacted to correct a deficiency. In addition, there is nothing that prevents a condominium

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unit from being rented out. Many condominium units throughout the city are rentals. With all of this research in mind, city staff does not see an issue with this project being residential rentals as opposed to condominiums.

The debate over the use of wood frame construction versus concrete still remains as is not as clear cut as the apartment versus condominium discussion. Yes, a structure made out of concrete will last longer than one made out of wood. Likewise, the main reason a developer constructs a structure out of wood is to save on construction costs; wood is cheaper than concrete. The only benefit, from staff's point of view, to allow wood to be used versus concrete is that wood framing allows for more architectural features to be used in a buildings design. Given the fact that the vast majority of multi-family developments in this area are predominantly made of wood; developers do not want to utilize concrete. As we have seen in the past, properties sit idle for decades waiting for development opportunities. In this current market, allowing wood frame construction with higher quality elements such as a metal roof ensures properties get developed and reach their highest and best use. It is with this thought in mind, that staff recommends continuing to allow wood frame construction along this corridor while requiring higher quality amenities (such as a restaurant and marina) and architectural details (metal roofs, protruding porches, architectural siding, etc.) to achieve the desired vision. The proposed project will consist of a concrete multi-floor parking structure, interior to the development, wrapped in residential apartments. The first floor of the development will be made of concrete and boast a 14-foot high ceiling to attract attention upon entering. The upper floors will be made of wood with a cementitious sheathing to reduce weight while meeting coastal wind load requirements.

As a result of our review of this project, staff recommends approval of Ordinance No. 2023-03, Master Development Agreement for 2739 South Ridgewood Avenue, Sea View Apartments. The Planning and Appeals Board recommended the City Council approve the MDA at their meeting on February 8, 2023. If approved the developer plans to submit the Site Plan in Spring 2023 with groundbreaking by the end of 2023 with construction completion by the end of 2026.

Attachments:

Ordinance No. 2023-03

Attachment A: Master Development Agreement

Exhibit A: Legal Description

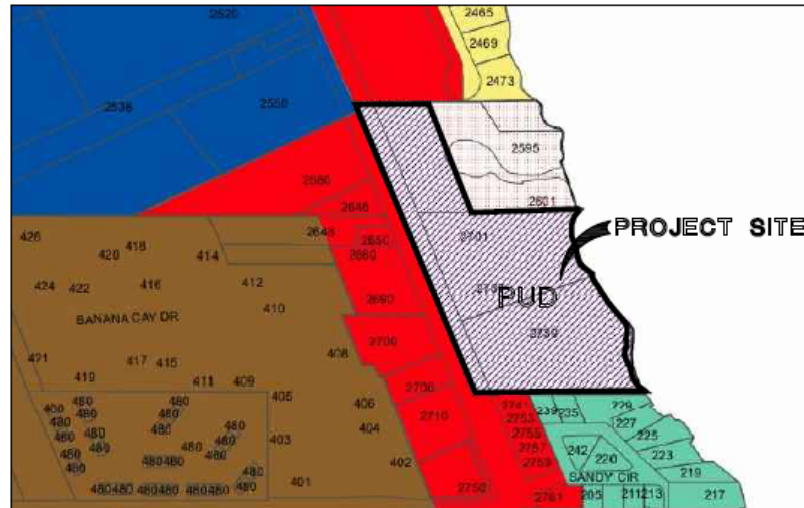
Exhibit B: Architectual Plans and Renderings

Exhibit C: Decorative Street Light Poles and Decorative Sidewalk Specifications

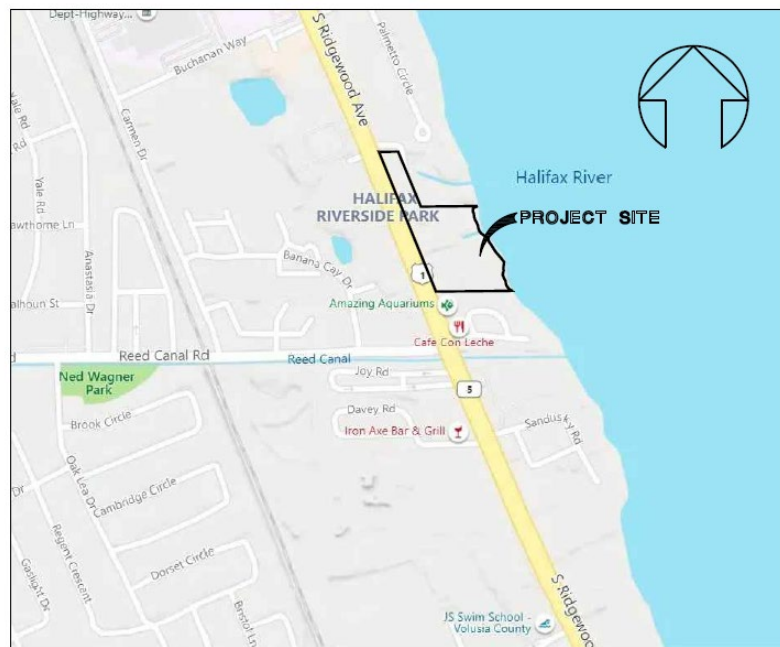
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ZONING MAP
ZONING PER CITY OF SOUTH DAYTONA: PUD – PLANNED UNIT DEVELOPMENT.



VICINITY MAP

ORDINANCE NO. 2023-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH DAYTONA, FLORIDA, ADOPTING AN AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTIES LOCATED AT 2701, 2737, 2739 SOUTH RIDGEWOOD AVENUE, PARCELS 5333-06-00-0015, 5333-06-00-0012 AND 5333-06-00-0010 RESPECTIVELY TO PROVIDE FOR MAJOR SITE PLAN CHANGES; ESTABLISHING PRINCIPAL USES AS LUXURY MULTI-FAMILY APARTMENTS WITH RELATED ACCESSORY USES INCLUDING RESTAURANT WITH VALET PARKING AND MARINA; PROVIDING FOR CONFLICTS, SEVERABILITY, APPLICABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the parcels of real property located at 2701, 2737, and 2739 South Ridgewood Avenue, South Daytona, Florida, Parcels 5333-06-00-0015, 5333-06-00-0012 and 5333-06-00-0010 respectively (the “Property”, are subject to that certain master development agreement as originally approved by Ordinance No. 04-16 on July 13, 2004, and as subsequently amended, most recently by an Amendment No. 2, as approved by Ordinance 05-46 on January 10, 2006 (the “Original Master Development Agreement as Amended”); and

WHEREAS, the current owner of the Property, Verso Sub III, LLC, has requested an amendment to the master development agreement amending, restating, and replacing the Original Master Development Agreement as Amended; and

WHEREAS, attached hereto as Exhibit A is an amended and restated Master Development Agreement (“Amended and Restated Master Development Agreement”) for the multi-family residential development with related accessory uses and to include a Restaurant with Valet Parking and Marina: and

WHEREAS, the mixed use 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 Amended and Restated 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 Amended and Restated 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 Amended and Restated Master Development Agreement attached hereto marked as Exhibit A, which shall amend, restate, and replace the Original Master Development Agreement as Amended.

Section 2. Conflicts. 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 14th day of February, 2023.

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 ____th day of ____.

CITY OF SOUTH DAYTONA:

ATTEST:

William C. Hall, Mayor

James L. Gillis, Jr., City Manager

CERTIFIED AS TO FORM:

Wade C. Vose, City Attorney

**SEAVIEW APARTMENTS
MASTER DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into and made as of the ____ day of _____, 2023, 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 Verso Sub III, a Delaware limited liability company, the record title property owner, with an address of 2701, 2737 and 2739 South Ridgewood Avenue (Parcel ID 5333-06-00-0010), 2737 South Ridgewood Avenue (Parcel ID 5333-06-00-0012), and unnumbered Parcel (Parcel ID 5333-06-00-0015) ("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 Verso Sub III. 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 reasonably acceptable to the City Attorney.
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, quartz (or equally upgraded

material) for countertops with tile backsplash, 9-foot-high or higher ceilings, and in-unit laundry connections. Unit type and average square footage as listed:

- a. One Bed, One Bath: up to 246 units, 900 – 1,000 square feet
- b. Two Bed, Two Bath: up to 172 units, 1,350 – 1,500 square feet
- c. Three Bed, Two Bath: up to 22 units, 1,600 – 2,000 square feet
- d. Total Unit Count: up to 440 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. Restaurant and valet parking
8. Marina

C. Required Amenities are to include:

1. Gated restricted access
2. pool and amenities
3. Outdoor grilling or kitchen facilities
4. Car charging station(s)
5. Lighted, well-maintained green spaces
6. Lighted fountain or similar feature
7. Internal common areas with fire pits

D. Maximum Residential Density: 60 units per acre with density bonus.

Multi-family in the density range of 25 units or more per gross acres: The maximum density shall be 40 units per gross acre, except when the project design is eligible for density bonuses of up to 60 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 20 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: 14,398 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 and the South Ridgewood Avenue Corridor Design Guidelines. Stormwater management facilities shall not be placed within buffer yards. Buffering shall include:
 - 1. A six (6) foot high stucco masonry wall with pilasters/columns, shall be constructed along the length of the north, and south side of the property as well as the east side of Parcel 5333-06-00-0015 . The wall shall be noted on the site plans including a description of the building materials and design of the wall.
 - 2. Along the north and south property lines, a four (4) foot high stucco masonry wall shall be constructed out towards the Halifax River from the extended plane of the riverside wall of the principal building to a point approximately ten (10) feet from the shoreline of the river. The

wall shall be noted on the site plans including a description of the building materials and design of the wall.

3. A commercial grade six (6) foot black aluminum fence with pilasters/columns shall be installed along the west side of the property, connecting with the walls on the north and south sides of the property. The fence shall be noted on the site plans including specifications of the fence.
 4. Landscaping shall be installed along the exterior of the wall and aluminum fence. Interior landscaping shall also be required.
- K. Minimum Building Setbacks:
1. South Ridgewood Avenue: 30 feet
 2. Halifax River Bulkhead Line: 60 feet
 3. North Property Line: 20 feet
 4. South Property Line: 20 feet
 5. Southern 62.8 feet adjacent to Parcel 5333-13-00-0010: 5 feet
- L. Maximum building height: the maximum building height shall be the maximum height permitted for a Residential PUD in the location of the Property, as determined by the City's Land Development Code, as amended from time to time.
- 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
 4. Restaurant: 1 space/four seats, plus one space each 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 mixed construction with concrete block construction for the parking structure and lower floors and wood frame wrap on higher levels.
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. 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, South, East Property Line: minimum 10 feet wide with 3 shade trees, 3 understory trees and 30 shrubs per 100 lineal feet except for the southern 62.8 feet adjacent to Parcel 5333-13-00-0010 where the side yard setback narrows to 5 feet, the landscape buffer shall be 5'.

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 third-party claims, demands, disputes, costs, expenses, (to include reasonable 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 of the use or development of the Property, except those claims or liabilities by or arising from the negligence or acts of the City, or its employees, contractors or agents.

12. **Compliance; Minor Amendments; 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, and all other laws, rules or regulations applicable to the subject matter of this Agreement, as amended from time to time, which are incorporated herein by reference and such subsequent amendments hereto as may be applicable, subject to the vesting of any rights of Owner/Developer or its successor and assigns (collectively, "Applicable Law"). 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 breach this Agreement and such breach continues beyond any applicable notice and cure period set forth herein. 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. **Minor Amendments.** Consistent with Section 5.5(O)(13) of the City's Land Development Code, the City Manager shall have the right to approve requests by the Owner/Developer for Minor Amendments to this Agreement. A Minor Amendment may include, without limitation: (1) a reduction in the maximum building height; (2) a reduction in the number of units; and (3) a modification to the number of unit types, provided that such modification does not result in a Total Unit Count in excess of Section 7(A)(1)(d) of this Agreement.

- C. **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 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.
- D. **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.C 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 breach of this Agreement that continues beyond any applicable notice and cure period, 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 reasonable 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 Applicable Law as specified in Section 12(A).

13. **Obligations for Improvements.** The groundbreaking for the construction of improvements to the Property shall take place by the end of 2023, and construction shall be complete by the end of 2026. Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement, 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 seek the recovery of the actual and verified cost reasonably incurred by the City of completing the obligations required under this Agreement and any reasonable 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. Subject to the notice and cure provisions in 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.** All notices with respect to this Agreement shall be in writing and 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:

Name: David Stockman
Verso Sub III, LLC
42809 Southern Drive
Centreville, Virginia 20120
Tel. 352-895-8853
E-mail: dstockman@conceptcompanies.net

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.
27. **Force Majeure / Governmental Delay.**
- A. Extension of Time for Performance. If the Owner/Developer is delayed in performing any obligation hereunder due to an Event of Force Majeure (defined

below) or due to Governmental Delay (defined below), then within 30 days after Owner/Developer's discovery of the Event of Force Majeure or Governmental Delay, Owner/Developer shall provide to the City notice and documentary evidence of the Event of Force Majeure or Governmental Delay. Except as more specifically provided in Sections 3.6.F.2. and 3.6.I. of the City's Land Development Code, the City Council shall thereafter consider the notice and documentary evidence of the Event of Force Majeure or Governmental Delay and determine in its sole discretion an appropriate period of time by which time for performance shall be extended. The procedures set forth in Section 3.6.F.2. of the City's Land Development Code shall apply to the circumstances described therein, and documented evidence of an Event of Force Majeure or Governmental Delay shall be a basis for a finding of justifiable cause for a construction delay under such Code section. The procedures set forth in Section 3.6.I. of the City's Land Development Code shall apply to the circumstances described therein, and documented evidence of an Event of Force Majeure or Governmental Delay shall be a basis for a City Manager or City Council approval of an extension of time to complete a project under such Code section.

- B. Causes of Force Majeure Event. Such causes that are beyond the reasonable control of the Owner/Developer (an "Event of Force Majeure ") shall include but shall not be limited to: (1) any act of God; (2) fire; (3) earthquake, flood, explosion or other casualty event; (4) war, invasion, act of public enemy, terrorism, insurrection, riot, mob violence or sabotage; (5) inability to procure, or a general shortage of, labor, equipment, facilities, materials or supplies in the open market; (6) epidemic or pandemic; (7) failure, unavailability or shortage of transportation; (8) strikes, lockout or actions of labor unions; (9) taking by eminent domain, requisition, laws or orders of governmental or quasi-governmental bodies or of civil, military or naval authority; (10) adverse weather of greater frequency, duration or severity than is common for the month in question; or other cause, whether similar or dissimilar to any of the foregoing; or (11) moratorium by a governmental entity that prevents or delays the development of the Project. The Owner/Developer agrees, however, to the extent reasonably within its ability, to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its agreements and covenants, provided that the settlement of strikes, lockouts and other disturbances shall be entirely within the discretion of the Owner/Developer and the Owner/Developer shall not be required to make settlement of strikes, lockouts and other disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the

Owner/Developer, unfavorable to it. The Owner/Developer shall provide prompt notice to the City of any Event of Force Majeure.

- C. Governmental Delay. Governmental Delay means a delay in performance by the Owner/Developer caused by either: (i) with respect to any matter that requires the approval of any governmental authority, where the Owner/Developer, has provided such governmental authority with sufficient information to respond to such request for approval, the governmental authority fails to specify in reasonable detail the reason for its disapproval or rejection of such matter and the changes that would be required for approval and (ii) with respect to any matter that requires the review or consent of any governmental authority, where the Owner/Developer has provided such governmental authority sufficient information to respond to such request for approval, delays caused by such governmental authority not completing its review within the customary response period for the matter in question, imposing conditions that are not customary for the matter in question, or acting outside of such government authority's powers contained in any applicable laws.

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

Verso Sub III, LLC

Signature of Witness # 1

By: _____
_____, Authorized Person

Print or type name

Signature of Witness # 2

Print or type name

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____, as Authorized Person of Verso Sub III, 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

12713974

LEGAL DESCRIPTION:

(ACCORDING TO OFFICIAL RECORDS BOOK 6280, PAGE 4669-4672)

PARCEL A:

PART OF LOT 1, HALIFAX RIVERSIDE PARK, AS RECORDED IN MAP BOOK 6, PAGE 212, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE INTERSECTION OF THE SOUTHERLY LINE OF LOT 1, WITH THE EASTERLY LINE OF RIDGEWOOD AVENUE U.S. HIGHWAY NO. 1, A 66 FOOT STREET; RUN THENCE NORTH 21° 44' 21" WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 138.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 21° 44' 21" WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 107.00 FEET TO A POINT; THENCE NORTH 71° 51' 30" EAST, A DISTANCE OF 431 FEET MORE OR LESS TO THE WESTERLY SHORE OF THE HALIFAX RIVER; THENCE MEANDER SOUTHERLY ALONG SAID WESTERLY SHORE, A DISTANCE OF 130 FEET MORE OR LESS TO A POINT BEARING NORTH 71° 51' 30" EAST, FROM THE POINT OF BEGINNING; THENCE SOUTH 71° 51' 30" WEST, A DISTANCE OF 485 FEET MORE OR LESS TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PORTION TAKEN FOR WIDENING OF RIDGEWOOD AVENUE U.S. HIGHWAY NO. 1.

PARCEL B:

THAT PART OF LOT 1, HALIFAX RIVERSIDE PARK, AS RECORDED IN MAP BOOK 6, PAGE 212, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF LOT 1, WITH THE EASTERLY LINE OF RIDGEWOOD AVENUE U.S. HIGHWAY NO. 1, A 66 FOOT STREET; RUN THENCE NORTH 21° 44' 21" WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 138.34 FEET TO A POINT, THENCE NORTH 71° 51' 30" EAST, A DISTANCE OF 485 FEET MORE OR LESS TO THE WESTERLY SHORE OF THE HALIFAX RIVER; THENCE SOUTHERLY ALONG SAID MEANDERING WESTERLY SHORE, A DISTANCE OF 305 FEET MORE OR LESS TO THE SOUTHERLY LINE OF LOT 1; THENCE WESTERLY ALONG SAID SOUTHERLY LINE, A DISTANCE OF 519 FEET MORE OR LESS TO THE POINT OF BEGINNING, ALL RECORDED IN PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THEREFROM THAT PORTION TAKEN FOR THE WIDENING OF RIDGEWOOD AVENUE U.S. HIGHWAY NO. 1.

PARCEL 1:

THAT PART OF LOT 1, HALIFAX RIVERSIDE PARK OF RECORD IN MAP BOOK 6, PAGE 212, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE INTERSECTION OF THE SOUTHERLY LINE OF LOT 1, HALIFAX RIVERSIDE PARK, OF RECORD IN MAP BOOK 6, AT PAGE 212, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, WITH THE EASTERLY LINE OF RIDGEWOOD AVENUE (U.S. HIGHWAY NO. 1) A 66 FOOT ROAD AS ORIGINALLY DESCRIBED; THENCE RUN NORTH 21° 44' WEST, A DISTANCE OF 245.34 FEET ALONG THE EASTERLY LINE OF SAID RIDGEWOOD AVENUE FROM THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTHERLY LINE OF A 50 FOOT CANAL EXTENDED, A DISTANCE OF 436.7 FEET MORE OR LESS; THENCE NORTH ALONG THE BANK OF THE HALIFAX RIVER WHERE THE SOUTHERLY LINE OF THE NORTHERLY 400 FEET OF LOT 1 INTERSECTS THE WEST BANK OF THE HALIFAX RIVER; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF THE NORTHERLY 400 FEET OF LOT 1 TO A POINT WHERE SAID LINE INTERSECTS THE EASTERLY BOUNDARY OF SAID RIDGEWOOD AVENUE (U.S. HIGHWAY NO. 1) TO THE POINT AND PLACE OF BEGINNING, A DISTANCE OF 373.40 FEET. EXCEPTING THEREFROM THAT PORTION TAKEN FOR THE WIDENING OF U.S. HIGHWAY NO. 1.

THIS PARCEL OF PROPERTY IS NOW ALSO DESCRIBED AS:

PART OF LOT 1, HALIFAX RIVERSIDE PARK, AS RECORDED IN MAP BOOK 6, PAGE 212, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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PARCEL 2:

THE WESTERLY 163 FEET OF THE NORTHERLY 400 FEET OF LOT 1, EXCEPT THE WEST 13 FEET THEREOF, HERETOFORE DEEDED FOR HIGHWAY-PURPOSES, PLAT OF HALIFAX RIVERSIDE PARK, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 6, PAGE 212, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

January 6, 2023

Exhibit B, Ordinance No. 2023-03

**RE: SOUTH DAYTONA
 SEA VIEW PROJECT NARRATIVE**

PROJECT SUMMARY

The project will consist of the design of a 440-unit, market-rate apartment community for Concept Companies on South Ridgewood Avenue in South Daytona, Florida. The 6-story project shall be approximately 70' in height and consist of (2) upper 5-story buildings of Type III-A wood frame construction and be separated from Type IA construction below by an elevated post-tension concrete slab. Integral amenities and additional units will be located at street level. The demising concrete horizontal assembly will vary in elevation to provide double height spaces at the amenities.

The 7.5-story parking structure is assumed to be a separate, free-standing pre-cast concrete structure designed by others. Portions of the residential building adjoining the parking structure shall be separated by a double, 2-hour rated firewall comprised of precast panels (by others) at the garage and a wood wall of fire-retardant treated (FRT) studs sheathed with FRT plywood at the apartment buildings, and shall comply with NFPA 221. All buildings, residential, podium and precast garage, shall be fully sprinklered per NFPA 13.

Per the programmatic design requirements, the unit mix shall be comprised of studios, one, two, and three-bedroom units and shall be designed in eight basic unit designs. Some unit designs may vary based on their location within the building. The residential area shall be approximately 558,000 square feet.

The amenity area shall consist of approximately 6,500 square feet of space and include a one-story leasing office which may include a lobby, offices, work/file room, break room, employee restroom; and double story volume resident amenities which may include clubroom, gaming area(s), lounge/café, theater, study center, fitness center and yoga classroom, all adjacent to a pool courtyard. The double-volume portion of the podium shall also provide 5,000 square feet of interior space designated for a restaurant, to be designed as a gray-box for future outfitting, with an additional 3,000 square feet of exterior covered patio area.

The exterior areas will include a pool deck, pool, landscaping, irrigation, and associated fixtures, to include fire pits and fountains along with a river boardwalk to connect the transient marina to the restaurant and parking.

PRIMARY CONSTRUCTION

Per Type III-A construction as established by the Florida Building Code, 7th edition (FBC), exterior load-bearing walls shall be 2-hour fire-rated, non-combustible construction, for which wood construction shall be fire-retardant treated (FRT) studs sheathed with FRT plywood on the exterior and two layers of 5/8" thick, fire-rated gypsum wallboard on the interior. The 1-hour fire-rated floor assembly shall consist of pre-engineered, pre-fabricated wood trusses bearing on hangers attached to the exterior wall in perpendicular conditions and atop interior bearing walls to the extent practicable. The perimeter subfloor which penetrates the exterior, load-bearing wall assembly, shall be FRT plywood for a minimum of four (4) feet. The 1-hour fire-rated roof system shall consist of low-slope pre-engineered pre-fabricated wood trusses, be sheathed per structural requirements, sloped to center drains with interior vertical leaders located in the corridors and tied to underground storm system.

Per Type I-A construction as established by the Florida Building Code, 7th edition (FBC), the podium construction at the first-floor separation shall be 3-hour fire-rated, elevated post-tension concrete slab

supported with cast-in-place columns of the same rating, with cold-formed light gauge infill exterior and interior walls and 2-hour fire-rated infill masonry walls at the double firewall separation to the parking structure. The point at which the podium steps shall maintain the minimum 3-hour separation with infill masonry. The assembly occupancy portions of the building, amenities and restaurant, shall be separated from the residential occupancy as required by the Florida Building Code, 7th edition (FBC).

Per Type II-A construction as established by the Florida Building Code, 7th edition (FBC), the precast parking garage shall be designed by others. The garage is currently assumed to be naturally ventilated, designed over storm vault(s), and have shared foundation and vault walls where feasible. The precast manufacturer shall design and provide the design and engineering for all systems. The architect will coordinate shared foundations, and underground systems with the precast manufacturer, structural and civil engineers.

EXTERIOR ENVELOPE

All exterior envelope systems and materials shall meet component and cladding wind pressure requirements specified within the structural engineering documents. Exterior finishes are assumed to consist primarily of, fiber cement lap siding and fiber cement panels and an EIFS system at areas depicted as plaster. The roofing material shall be 60-mil single-ply TPO roofing. Balconies shall be constructed with elastomeric membrane and lightweight concrete. Railings shall be pre-engineered and anchored directly to the structure and appropriately waterproofed. Exterior canopies and awnings shall be pre-engineered, design-build systems provided by the contractor and sub-contractor.

COMMON AREAS

Elevators shall be 2500 lb., MRL (machine roomless) type with integral controller, and located within a concrete masonry shaft within the apartment building. Stairs shall be steel with precast or pan treads and located within concrete masonry enclosures. Building corridors shall be air-conditioned and finished per owner specifications and interior design drawings. Interior and outdoor common area lighting shall be primarily LED.

UNIT INTERIORS

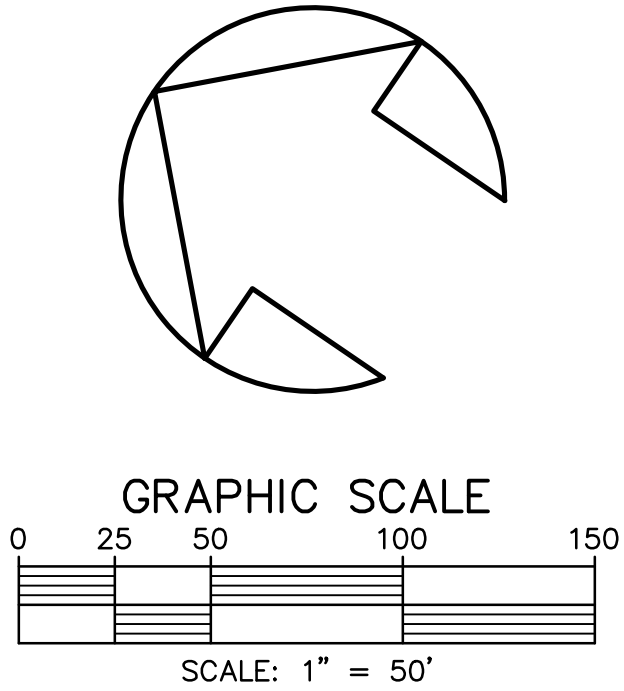
Unit floor system shall provide an Impact Isolation Class (IIC) rating of at least 50 and walls separating units from other units and from other interior common spaces shall meet a minimum Sound Transmission Coefficient (STC) of 50 as required by FBC. HVAC systems shall be split system with condensers mounted on roof racks. Water heaters shall be electric tank type individually located in each unit. Water service is assumed to be horizontally distributed at the first floor with vertical risers for the upper floors located at each unit water heater.

PHASING PLAN

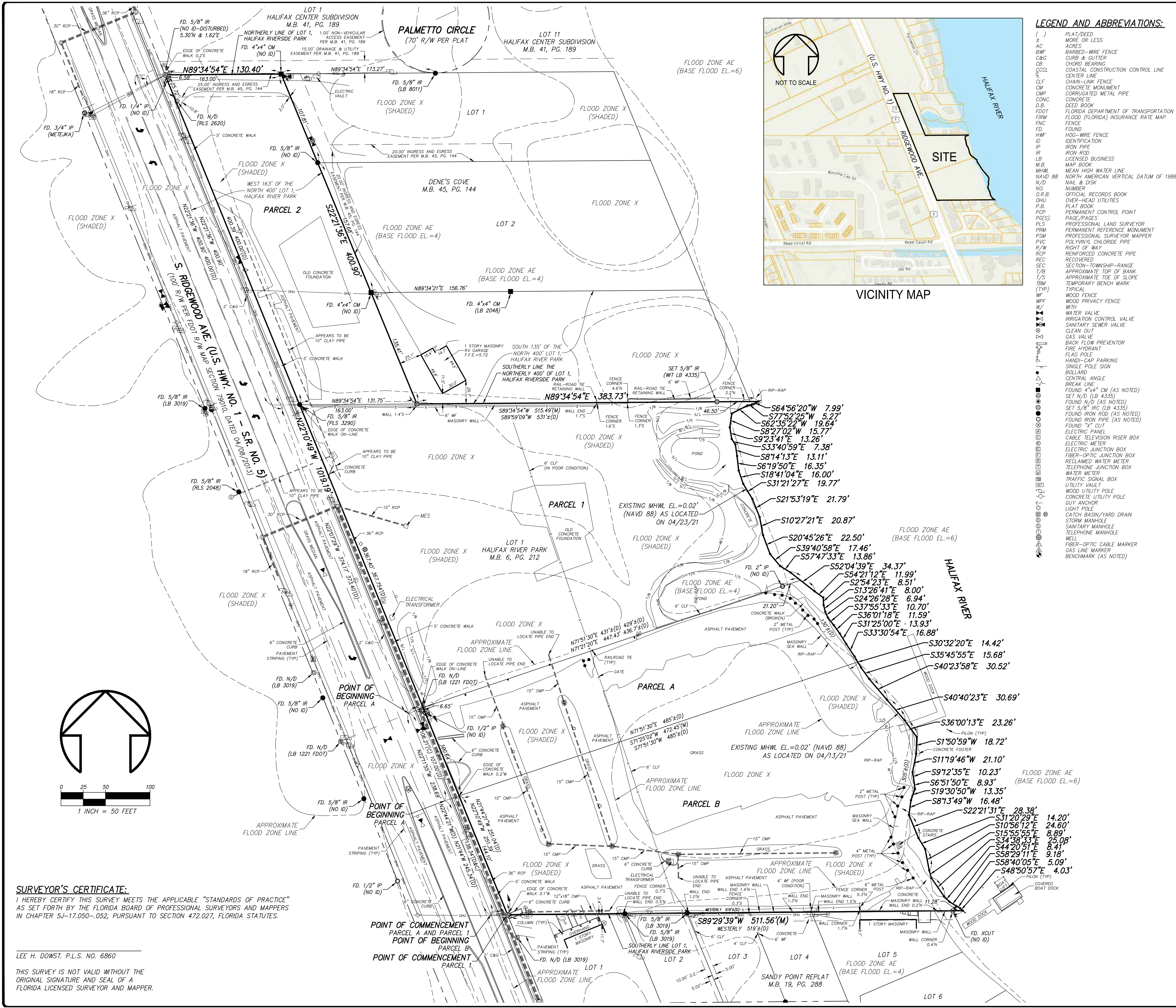
The phasing plan is as follows. During the site plan approval time period we will submit construction drawings for the parking structure. Shortly after receiving site plan approval, we will proceed to construct the garage. During the time of garage construction, we will be permitting the balance to the main structure for construction to start immediately following the completion of the garage. The marina component permitting, and construction will follow during the permitting for the main structure.



SEA VIEW APARTMENTS SOUTH DAYTONA • FLORIDA		RENDERING ON AERIAL		PARKER MYNCHENBERG & ASSOCIATES, INC. PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@pmyncnberg.com CERTIFICATE OF AUTHORIZATION NUMBER 00003910		NO.		DATE		DESCRIPTION		REVISIONS		BY	
1		SHEET NO.		Drawn By: MRB		Date: 08/05/2021		JOB # 21-33		SCALE: 1"=50'					
SEAL															



SEA VIEW APARTMENTS SOUTH DAYTONA * FLORIDA		RENDERING		1 SHEET NO.		Drawn By: MRB Date: 08/05/2021 JOB # 21-33 SCALE: 1"=50'		SEAL		PARKER MYNCHENBERG & ASSOCIATES, INC. PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermychenberg.com CERTIFICATE OF AUTHORIZATION NUMBER 00003910		NO. DATE DESCRIPTION REVISIONS		BY	



LEGAL DESCRIPTION:
(ACCORDING TO OFFICIAL RECORDS BOOK 6280, PAGE 4669-4672)

PARCEL A:
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PARCEL B:
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PARCEL 2:
THE WESTERLY 163 FEET OF THE NORTHERLY 400 FEET OF LOT 1, EXCEPT THE WEST 13 FEET THEREOF, HERETOFORE DEEDED FOR HIGHWAY-PURPOSES, PLAT OF HALIFAX RIVERSIDE PARK, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 6, PAGE 212, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

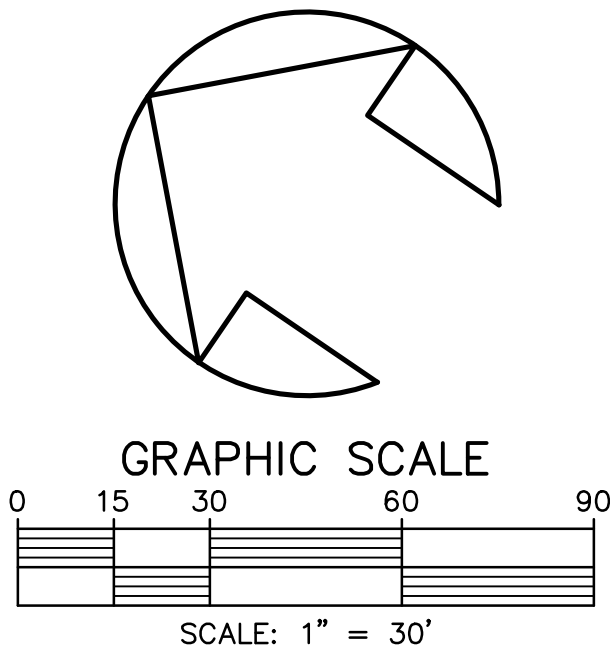
SURVEY NOTES:

- BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE GRID COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83), WITH A BEARING OF N22°10'49"W ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH RIDGEWOOD AVENUE (U.S. HWY NO. 1 - S.R. NO. 5).
- BEARINGS AND DISTANCES SHOWN HEREON ARE CALCULATED AND MEASURED UNLESS OTHERWISE NOTED.
- DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
- THE PROPERTY DESCRIBED HEREON LIES WITHIN ZONE(S) "X" (AREAS OF MINIMAL FLOOD HAZARD), "X" SHADED (0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE), "A" (NO BASE FLOOD ELEVATION DETERMINED), AND "AE" (BASE FLOOD ELEVATION OF 4.0 FEET - NAVD 88) AS SCALED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) NO. 12127C0386, CITY OF SOUTH DAYTONA, VOLUSIA COUNTY FLORIDA, REVISED DATE OF SEPTEMBER 29, 2017.
- UNDERGROUND FOUNDATIONS AND UTILITIES WERE NOT LOCATED AS PART OF THIS SURVEY. THOSE SHOWN HEREON ARE BASED ON ABOVE GROUND EVIDENCE AND STRUCTURE DETAILS.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD BY THIS FIRM.
- THERE MAY BE ADDITIONAL MATTERS AFFECTING THIS PROPERTY THAT EXIST IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- NORTH-SOUTH AND EAST-WEST TIES TO FOUND MONUMENTATION AND IMPROVEMENTS ARE BASED ON CARDINAL DIRECTION.
- WETLAND AREAS, IF ANY, WERE NOT ADDRESSED AS A PART OF THIS SURVEY.
- THE ACCURACY OF THE SURVEY MEASUREMENTS USED FOR THIS SURVEY MEETS OR EXCEEDS THE EXPECTED USE OF THE PROPERTY DESCRIBED HEREON. (COMMERCIAL/HIGH RISK) 1 FOOT IN 10,000 FEET.
- ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88), AS DERIVED FROM FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT 5 PID BENCHMARK DESIGNATION PNC 91004004. DESCRIBED AS BRASS DISK SET IN CONCRETE CURB INLET, HAVING AN ELEVATION OF 4.347, NAVD 88.
- THE MEAN HIGH WATER ELEVATION SHOWN HEREON WAS ESTABLISHED BY EXTENDING THE ELEVATION SHOWN AT POINT NO. 3939, HAVING AN ELEVATION OF 0.02 FEET, NAVD 1988, AS PROVIDED BY GARY TEW OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION ON 04/02/21 AND FIELD LOCATED ON 04/16/21 BY MARK DOWST & ASSOCIATES, INC.
- THIS TIDAL WATER SURVEY COMPLIES WITH CHAPTER 177, PART II, FLORIDA STATUTES.

REVISIONS				
F.B. / PG.	DATE	BY	DESCRIPTION	CHKD

MARK DOWST & ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS LB#4335
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH: 386-258-7999

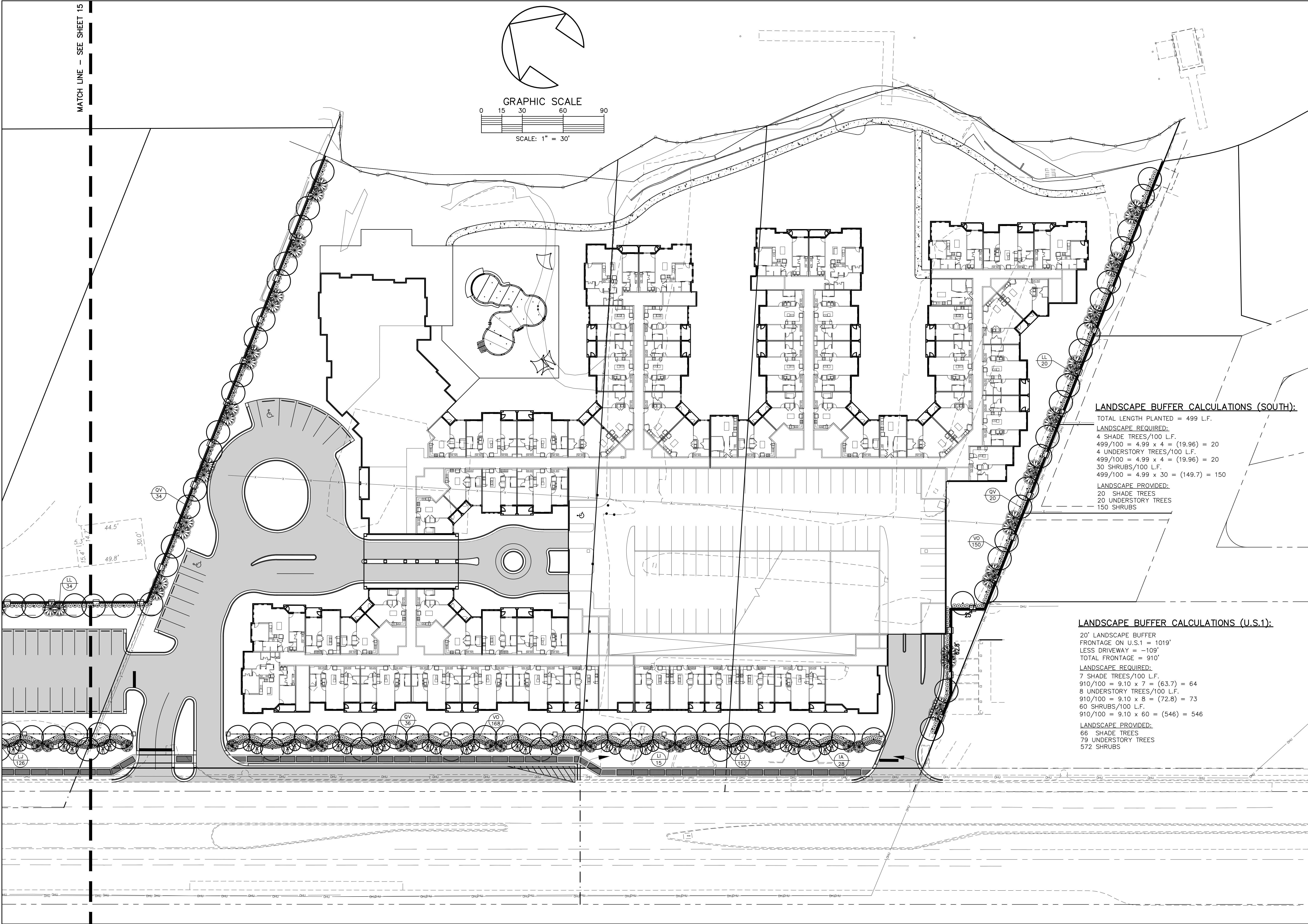
BOUNDARY AND TIDAL WATER SURVEY	PROJECT # 1533
DRAWN BY: LAT	FILE NAME: 1533_surbase.dwg
CREW: WC,BM,ZM	SHEET 1 OF 3



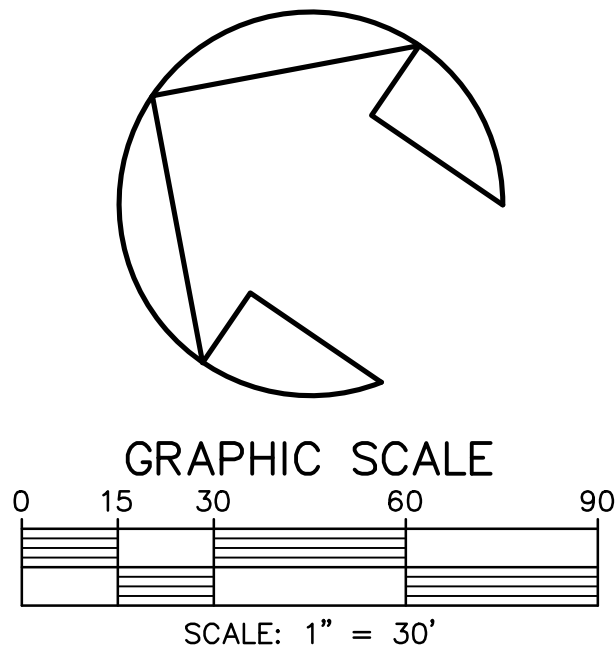
- 1 1/2" TYPE SP 9.5 ACSC
(MAX. 20% RECYCLED)
- 8" LIMEROCK BASE (LBR 100)
OR 8" CRUSHED CONCRETE (LBR 140)
- 10" STABILIZED SUBBASE
COMPACTED TO 98% MODIFIED PROCTOR
(LBR 40) OR (FBV 75 PSI)
- *ALL ASPHALT MIX DESIGNS MUST BE
PRE-APPROVED BY CITY OF DAYTONA
BEACH BEFORE PLACEMENT.
- PROPOSED BRICK PAVERS
- 2-5/8" CONCRETE PAVERS
ON 1" SAND BED ON 4" CONCRETE
3000 PSI ON COMPACTED BASE
COMPACTED TO 98% (AASHTO T-180)
- 6" CONCRETE
3,500 PSI @ 28 DAYS

NOTES:
1. ALL CURB RADII ARE 5' UNLESS OTHERWISE CALLED OUT.

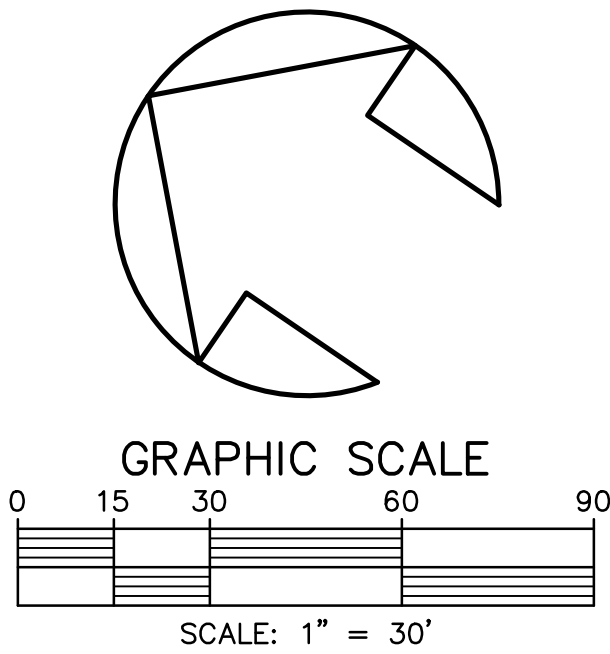
[illegible]



MATCH LINE - SEE SHEET 15



SEA VIEW APARTMENTS		PARKER MYNCHENBERG & ASSOCIATES, INC.	
SOUTH DAYTONA * FLORIDA		PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS	
LANDSCAPE PLAN		1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117	
		(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermychenberg.com	
		CERTIFICATE OF AUTHORIZATION NUMBER 00003910	
14 SHEET NO.		NO. DATE DESCRIPTION REVISIONS	
Drawn By: MRB			
Date: 08/05/2021			
JOB # 21-33			
SCALE: 1"=30'			
SEAL			



LANDSCAPE BUFFER CALCULATIONS (NORTH):

TOTAL LENGTH PLANTED = 884 L.F.

LANDSCAPE REQUIRED:

4 SHADE TREES/100 L.F.
 $884/100 = 8.84 \times 4 = (33.76) = 34$

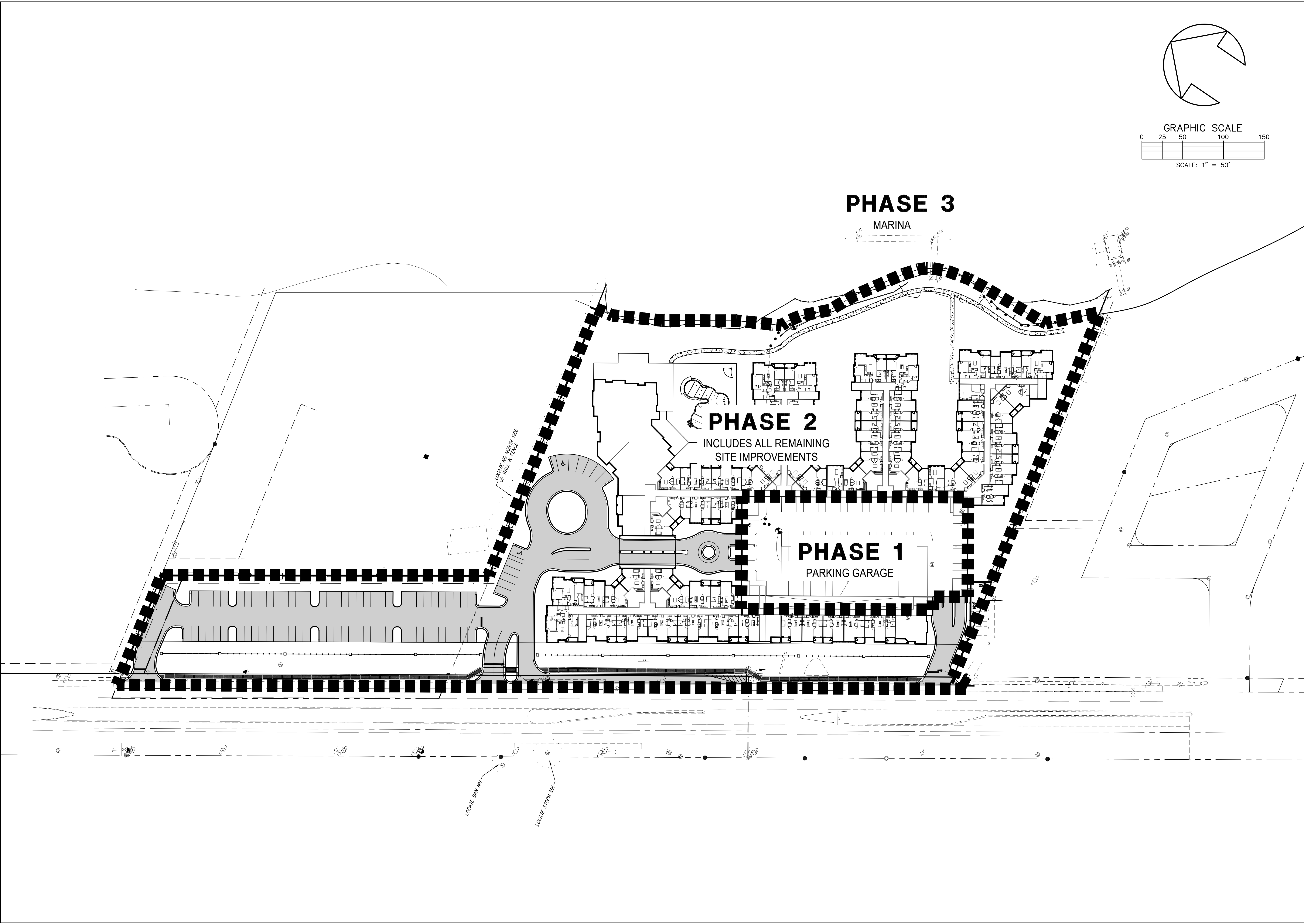
8 UNDERSTORY TREES/100 L.F.
 $884/100 = 8.84 \times 8 = (33.76) = 34$

30 SHRUBS/100 L.F.
 $884/100 = 8.84 \times 30 = (253.2) = 254$

LANDSCAPE PROVIDED:

34 SHADE TREES
34 UNDERSTORY TREES
259 SHRUBS

[illegible]



SEA VIEW APARTMENTS SOUTH DAYTONA * FLORIDA		PARKER MYNCHENBERG & ASSOCIATES, INC. PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@pmyncnberg.com CERTIFICATE OF AUTHORIZATION NUMBER 00003910		NO.		DATE		DESCRIPTION		BY	
1 SHEET NO.		Drawn By: MRB Date: 08/05/2021 JOB # 21-33 SCALE: 1"=50'		NO.		DATE		DESCRIPTION		BY	
SEAL											





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Halifax River Conceptual Perspective

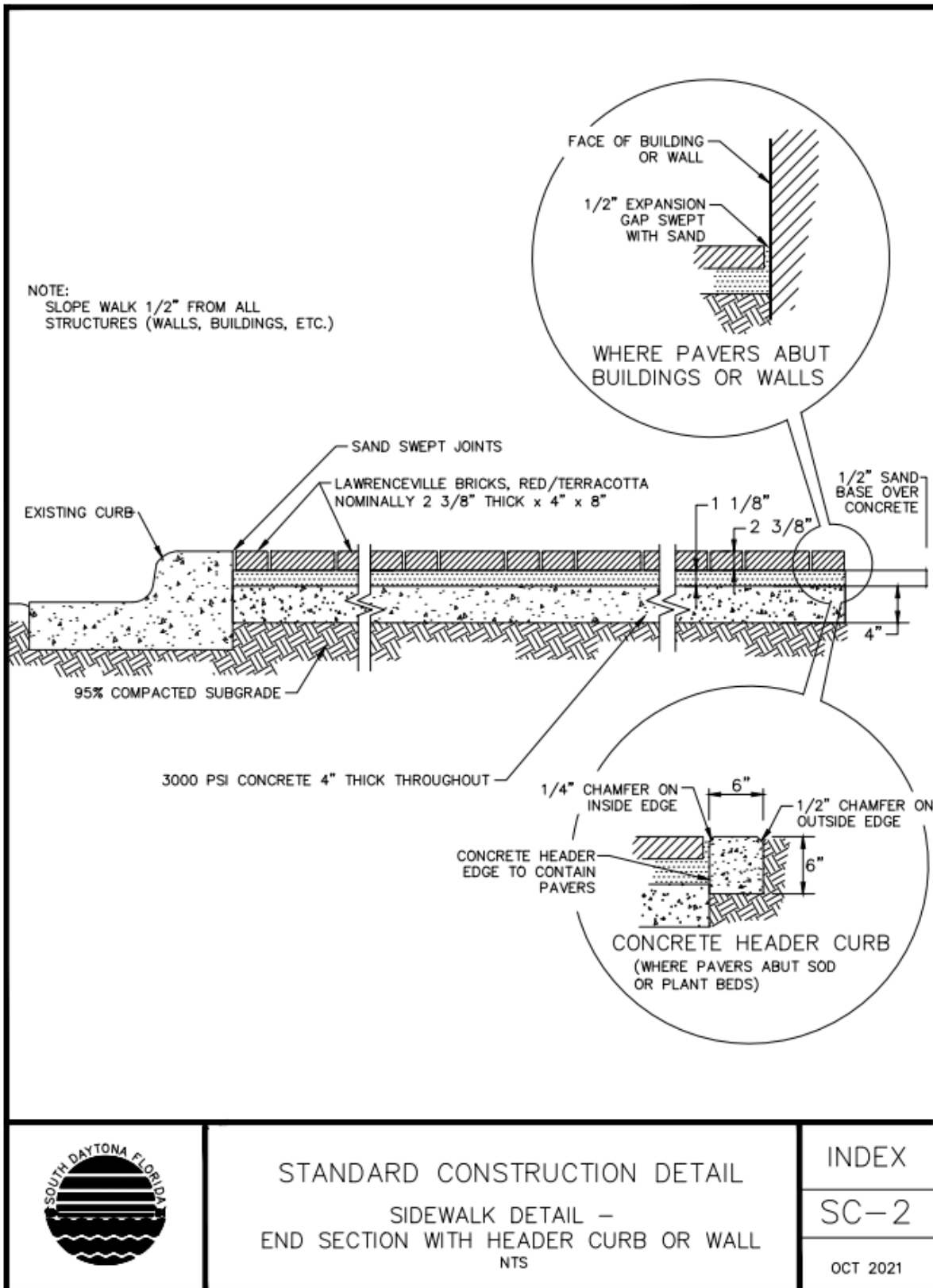
SOUTH DAYTONA APARTMENTS

19 DEC 2022 ▪ South Daytona, FL





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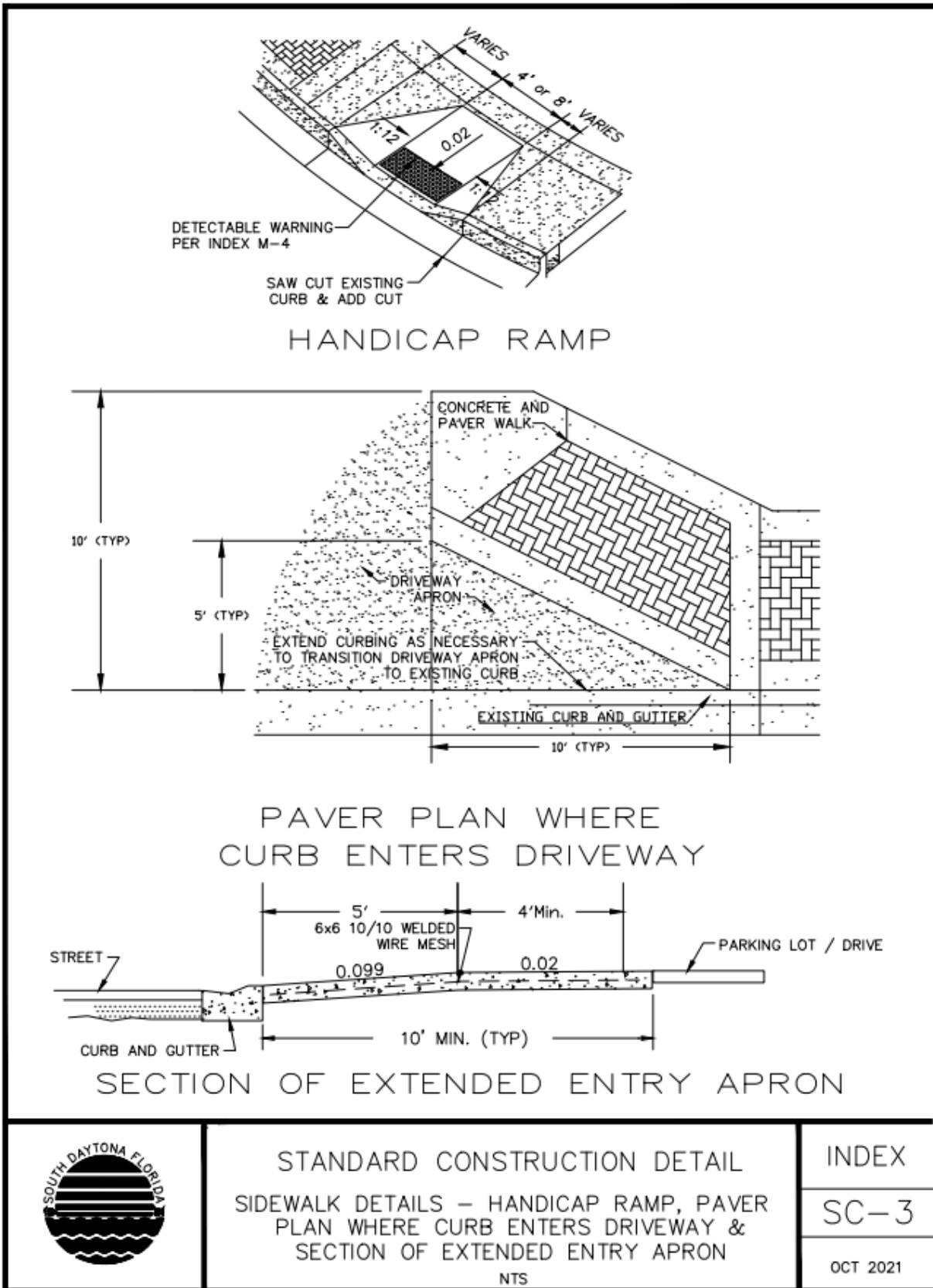
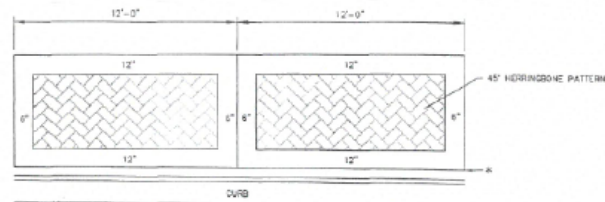


Exhibit C: Decorative Street Light Poles and Decorative Sidewalk Specifications

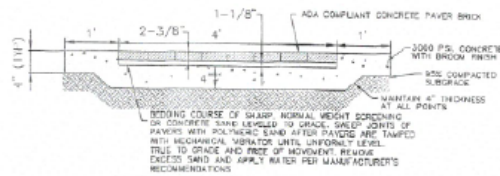


Poles shall be Ameron CEOX-9.5-51' oal, 31' ag, direct embed large octagonal exposed aggregate concrete, black in color, with single set star inserts (modxs), with Amerishield anti graffiti acrylic coating, with A/G hand hole and conduit entrance. Arms shall be Holophone WLC721CA BK West Liberty Arm, 6' black with Holophone 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 Holophone 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.

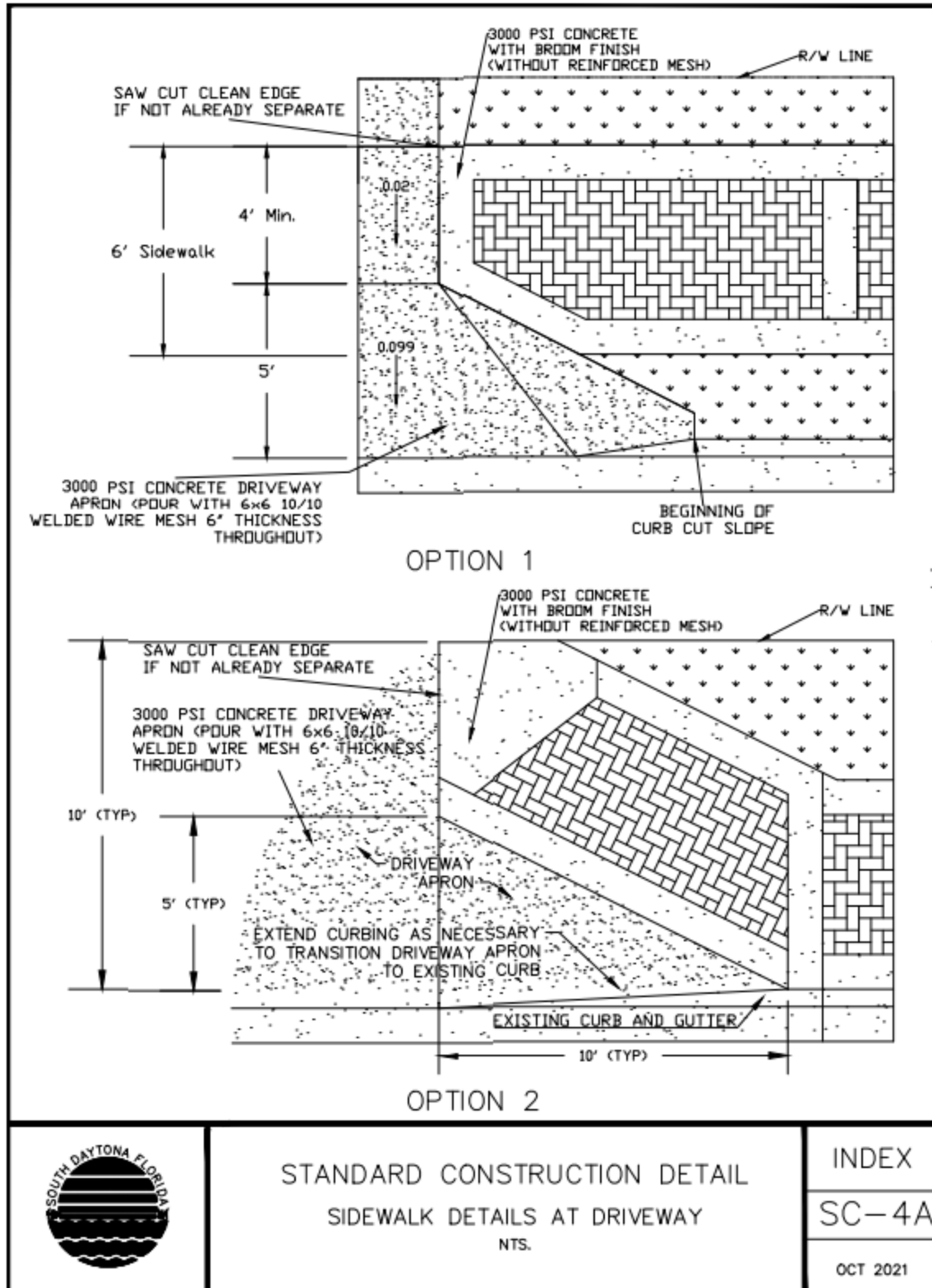


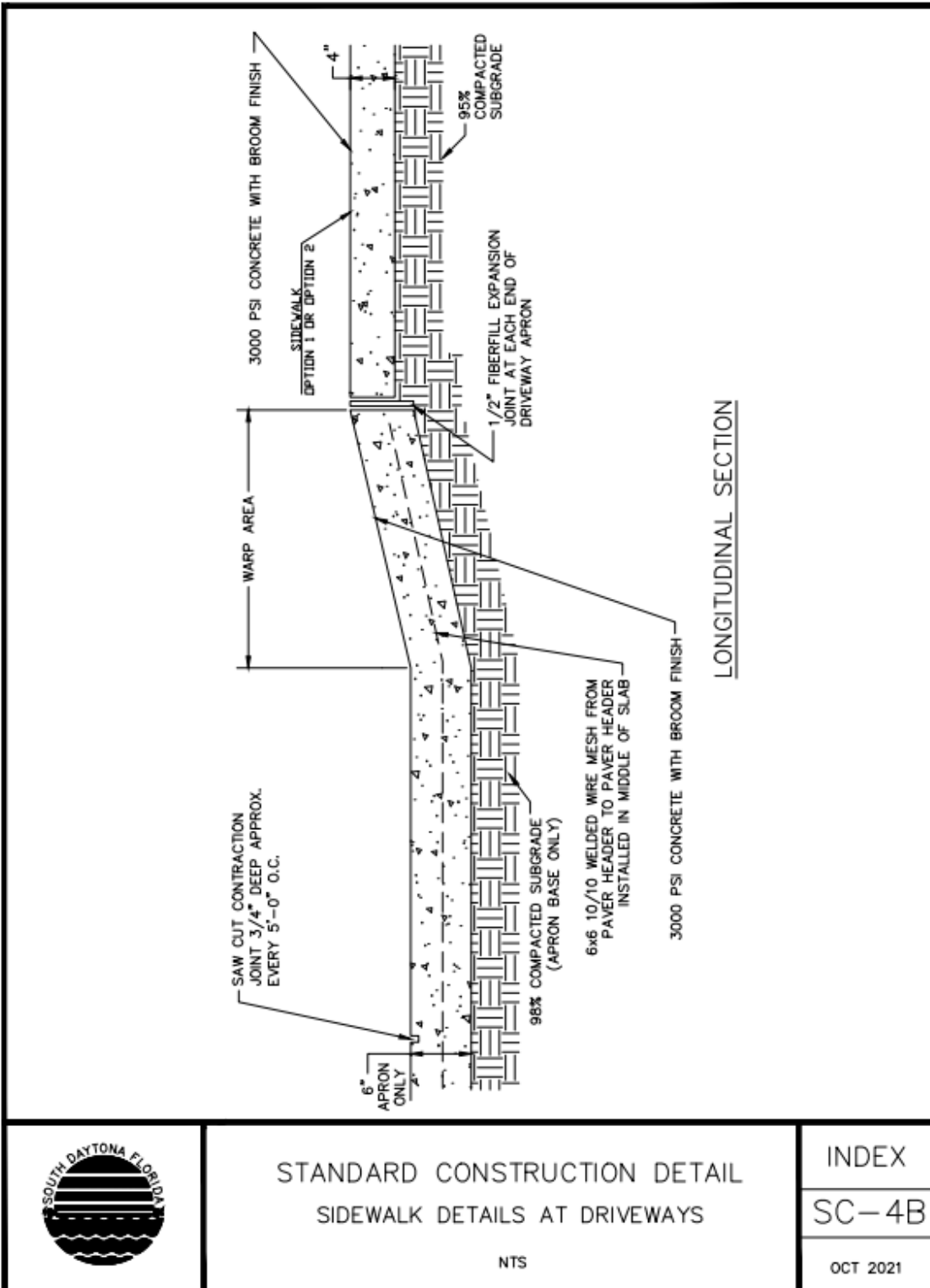
DECORATIVE SIDEWALK DETAIL PLAN
N.T.S.

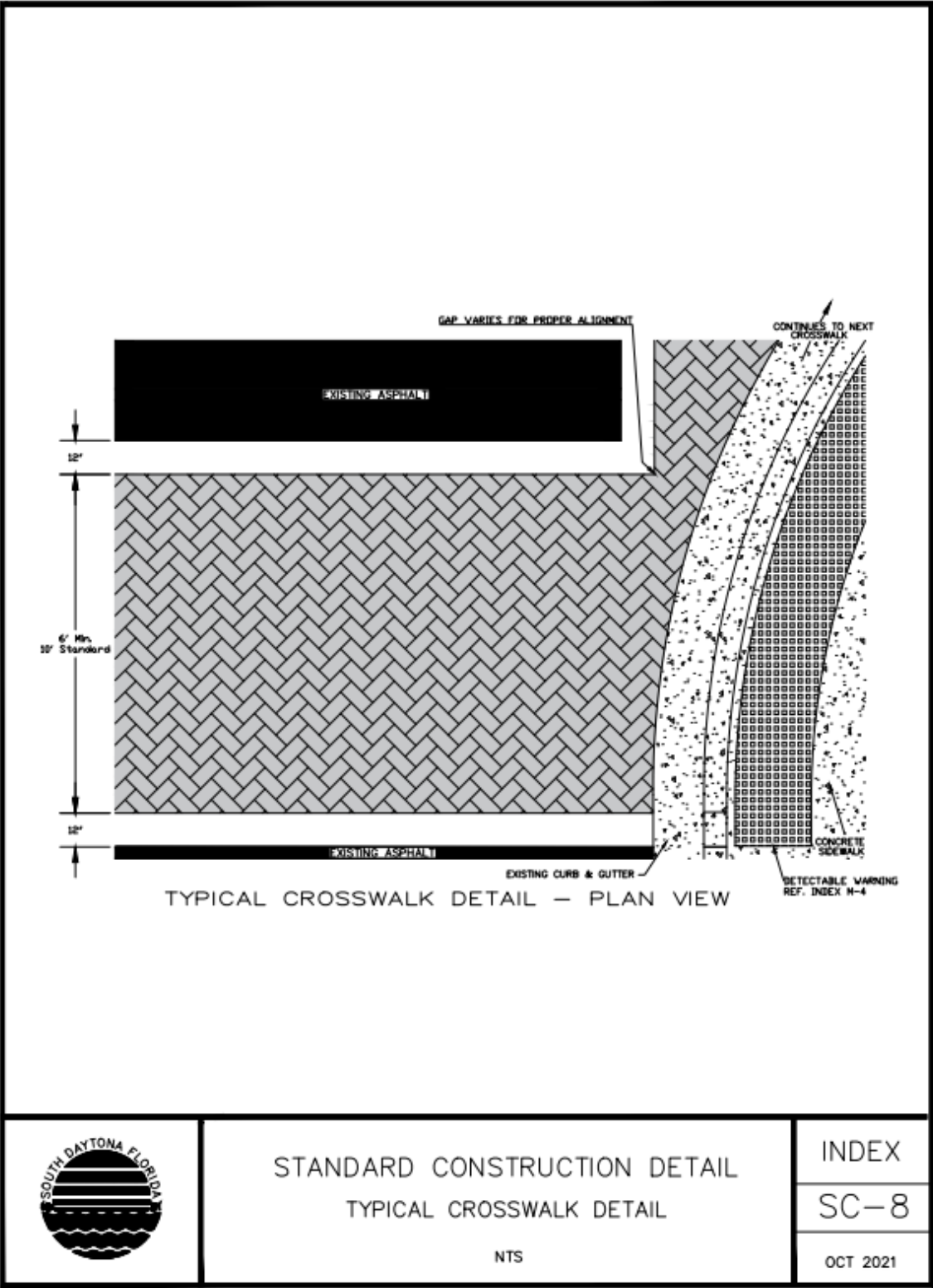


DECORATIVE SIDEWALK SECTION
SECTION 4-1.2
N.T.S.

Exhibit C: Decorative Street Light Poles and Decorative Sidewalk Specifications





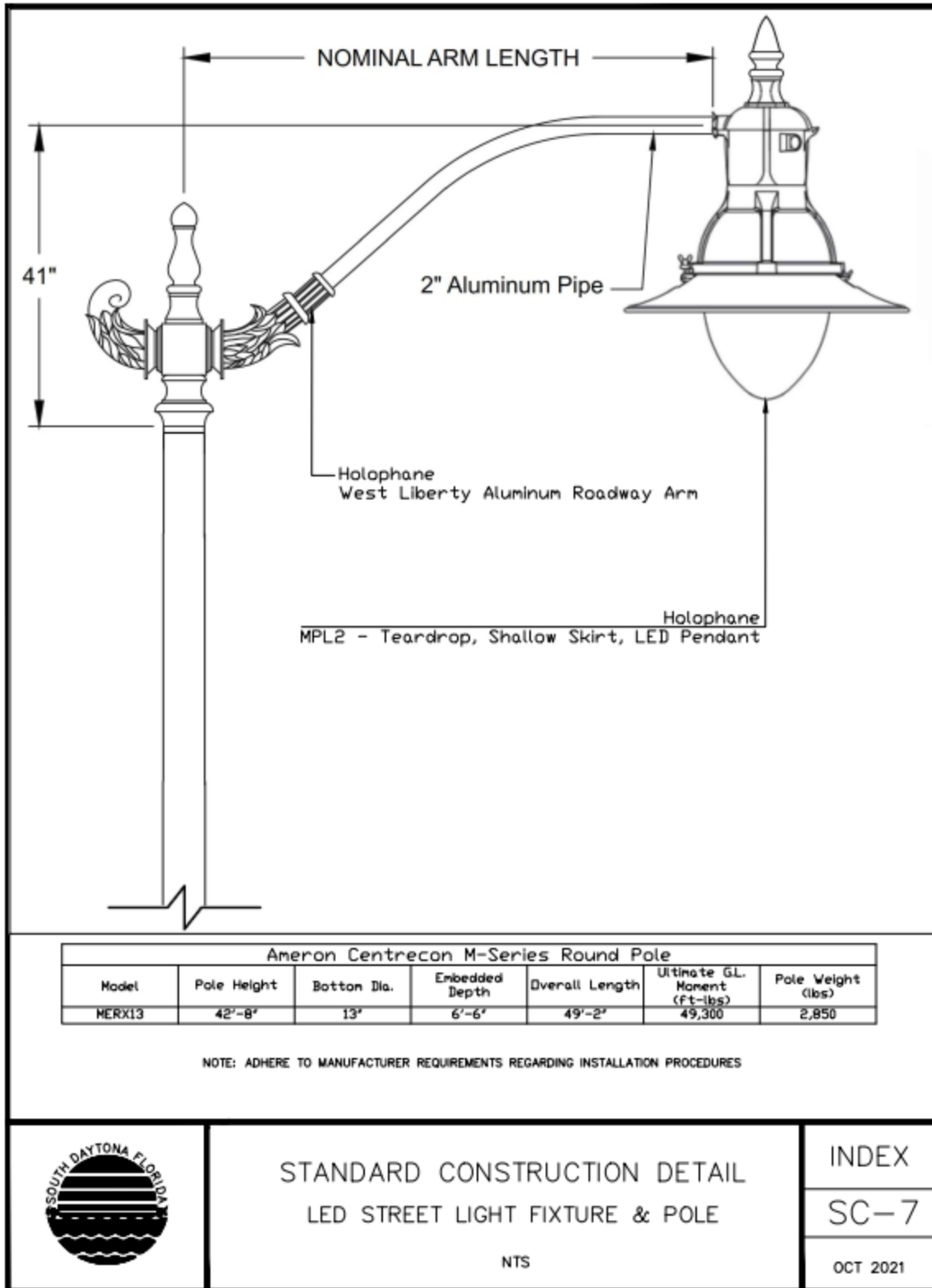


**EXAMPLE OF COMPLETED DECORATIVE STREET LIGHT POLES & DECORATIVE SIDEWALK INSTALLATION
AND UNDERGROUNDING OF UTILITY LINES**

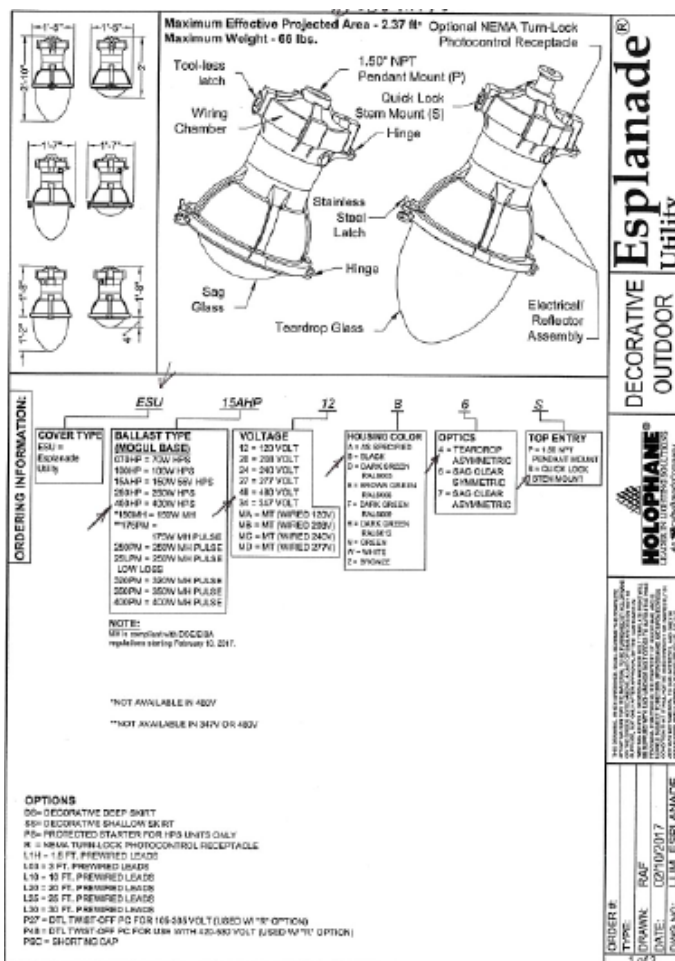


*PICTURED: DECORATIVE LIGHT POLE AND SIDEWALKS INSTALLED AT
3230 RIDGEWOOD AVENUE – ENCLAVE AT 3230 APARTMENTS*

Exhibit C: Decorative Street Light Poles and Decorative Sidewalk Specifications



ADDITIONAL DECORATIVE LIGHT SPECIFICATIONS



WLC Series Aluminum Roadway Arm

WLC1462
(90° of 710°)

SPECIFICATIONS

CONSTRUCTION

The roadway arm shall be all aluminum, one piece construction. The arm shall consist of a disposable post mounting place and a bolt tube arm. All welding shall be per AWS/AISC D1.2-90. All welders shall be certified per AWS/AISC D1.2-90 Section 8.

MATERIALS

The post mounting place shall be heavy cast aluminum produced from certified ASTM 268.1 ingot per ASTM B-179-95a or ASTM 920-95. The bolt arm shall be aluminum, ASTM 920.1 alloy, heat treated to a T6 temper. All hardware shall be stainless steel.

INSTALLATION

The arm shall fit a post top tension arm with six 304161 set screws. The post top mounting place shall have a removable flange for wiring access.

For finish specifications and color options see "Finish" section in catalog.

ORDERING GUIDE

Arms & Bracket Catalog #s

Number of Luminaire and Fixture Rating

<input type="checkbox"/> WLC181	one
<input type="checkbox"/> WLC201	one
<input type="checkbox"/> WLC262	one
<input type="checkbox"/> WLC1447	two
<input type="checkbox"/> WLC1987	two

Material / Finish

<input type="checkbox"/> -CA1K	Cast Alum/Venok
<input type="checkbox"/> -CA08	Cast Alum/Venok Bronze
<input type="checkbox"/> -CA1G	Cast Alum/Venok Green
<input type="checkbox"/> -CA1P	Cast Alum/Venok Painted
<input type="checkbox"/> -CA1C	Cast Alum/Custom Color

HOLOPHANE
A Division of Harsco Corporation
A Harsco Specialty Company
200 Southwestern Avenue, Dayton, Ohio 45402

UG-2064