



City of Daytona Beach Shores

"Life is Better Here"

"A Premier, Friendly Place to Be"

AGENDA PLANNING & ZONING BOARD MEETING DECEMBER 11, 2023

**8:30 AM, Shores Community Center, 3000 Bellemead Drive
Daytona Beach Shores, FL 32118**

Notice is hereby given to all interested parties that if any person should decide to appeal any decision made at the aforementioned meeting of the P&Z Board, such person will need a recording of the proceedings conducted at such meeting, and for such purpose he or she may need to ensure that a verbatim record of the proceedings was made; such record to include testimony and evidence upon which any appeal shall be based. Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations for this public meeting should contact the City Clerk, City of Daytona Beach Shores, at least five working days prior to the meeting.

1. OPENING REMARKS

2. MINUTES

A. Planning & Zoning Board Minutes Oct. 10, 2023

3. QUASI-JUDICIAL HEARING

4. ACTION ITEMS

A. Ordinance 2023-15: Daytona Beach Shores, LLC Development Agreement - 3411 S. Atlantic Avenue-Serena by the Shores.

5. OTHER

6. BOARD COMMENTS

7. ADJOURNMENT

MINUTES
PLANNING & ZONING BOARD MEETING
October 9, 2023
3000 Bellemead Drive Daytona Beach Shores, FL 32118

1. OPENING REMARKS

Present: Member Guy Desai, Member Rick Delange, Board member Chris Pollard
Staff: City Clerk Cheri Schwab, City Attorney Paul Waters, Community Services Director Stewart Cruz, and City Planner Noel Eaton.

A. Oath for Guy Desai

Board Attorney Waters gave the oath to member Guy Desai.

2. MINUTES

A. Planning & Zoning Minutes Sept. 12, 2023

BOARD MEMBER CHRIS POLLARD moved, seconded by MEMBER GUY DESAI to Approve the Planning & Zoning Minutes of Sept. 12, 2023.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 3 No = 0).

Yes: Member Rick Delange, Member Guy Desai, Board member Chris Pollard

3. QUASI-JUDICIAL HEARING

A. Zoning Variance ZV12023038: 2914 S. Peninsula Drive- Caldwell Property-Lot Width and Interior Side Yard Variance

The hearing began at 8:35 am. All witnesses were sworn in by the City Clerk. There was no ex-parte communication by the board members. City Planner Noel Eaton informed the board that the applicant requested to withdraw the side yard variance. Attorney Joey Posey from the Storch Law Firm stated for the record that his client withdrew the side yard variance request. Ms. Eaton gave a brief report to the board. The property is a single-family residential lot. In June 2022, the property owner at the time, combined the lots of 2910 and 2914 S. Peninsula. The current owner purchased the property in January 2023 and would like to split the property into its previous configuration prior to June, 2022. Slides were shown of the property. The property has a driveway that runs along the northern boundary that allows vehicles to enter the homes both east and west of the owner. The variance requested is a lot width of 10 feet in lieu of the required 85 feet. The seven criteria were reviewed for the variance and staff felt all had been met and recommended approval. It was noted that all due public notice had been given. The Chair opened up the hearing for comments either for or against the variance, but there were none. The hearing closed at 8:48 am.

BOARD MEMBER CHRIS POLLARD moved, seconded by MEMBER GUY DESAI to Approve the Zoning Variance ZV12023038 for Lot Width.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 3 No = 0).
Yes: Member Rick DeLange, Member Guy Desai, Board member Chris Pollard

4. ACTION ITEMS

5. OTHER

6. BOARD COMMENTS

7. ADJOURNMENT

The meeting ended at 8:51 am.

Cheri Schwab, Recording Secretary

Rick DeLange, Chairman



PLANNING & ZONING BOARD AGENDA MEMORANDUM DECEMBER 11, 2023 AGENDA

TO: The Members of the Planning & Zoning Board

FROM: Noel Eaton, Planner

PREPARED BY: Noel Eaton, Planner

SUBJECT: Ordinance 2023-15: Daytona Beach Shores, LLC Development Agreement - 3411 S. Atlantic Avenue-Serena by the Shores.

SYNOPSIS:

Ordinance 2023-15, if adopted, would approve a Development Agreement ("Agreement") between the City of Daytona Beach Shores and Daytona Beach Shores, LLC to permit the development of the property located at 3411 S. Atlantic Avenue (**Exhibit A**) for the development of an 86 unit, 18 story residential multifamily condominium building with associated parking garage, 6,945 square feet of retail/restaurant, and 9,475 square feet of beach club accessory uses. Among other things, the development agreement addresses the site development concept and entitlements.

The agreement also proposes an economic development incentive request by the applicant. However, the economic development incentive request is subject to the sole jurisdiction of the City Commission and, as such, is not covered in this report.

If the ordinance is adopted, the applicant will subsequently submit detailed site development plans to the City for review. These site development plans will require public hearings for a recommendation and approval by the Planning and Zoning Board and the City Commission, respectively.

FISCAL IMPACT STATEMENT:

BACKGROUND:

I. SUMMARY BACKGROUND

Ordinance 2023-15, if adopted, would approve a Development Agreement ("Agreement") between the City of Daytona Beach Shores and Daytona Beach Shores, LLC to permit the development of the property located at 3411 S. Atlantic Avenue (**Exhibit A**) for the development of an 86 unit, 18 story residential multifamily condominium building with associated parking garage, 6,945 square feet of retail/restaurant, and 9,475 square feet of beach club accessory uses.

Approval of the development agreement is a legislative / discretionary act by the City Commission. However, City policy is to seek development recommendations from the Planning and Zoning Board,

which is the City's local planning agency, pursuant to Section 163.3171, Florida Statutes. The development agreement addresses the site development concept and entitlements.

The agreement also proposes an economic development incentive request by the applicant. However, the economic development incentive request is subject to the sole jurisdiction of the City Commission and, as such, is not covered in this report.

If the ordinance is adopted, the applicant will subsequently submit detailed site development plans to the City for review. These site development plans will require public hearings for a recommendation and approval by the Planning and Zoning Board and the City Commission, respectively.

II. PROPERTY DESCRIPTION

The subject property is located on the east side of the 3400 block of S. Atlantic Avenue, the second parcel north of the Dunlawton Boulevard right-of-way. The parcel has been vacant for an estimated 18 years. The property is approximately 1.04 upland acres and 0.39 acres east of the bulkhead line **(Exhibit A)**.

III. PROPOSED AGREEMENT (PLANNING & DEVELOPMENT ONLY)

The planning and development highlights of the proposed Agreement are:

1. Development Permitted: The Agreement provides a general development framework that would facilitate the development of an 86 unit, 18-story residential multifamily condominium building with associated parking garage, 6,945 square feet of retail/restaurant, and 9,475 square feet of beach club accessory uses. The final site plan and development may vary provided the development remains in substantial compliance with the framework. Any substantial changes will require City Commission approval.
2. Density: Measured from the Mean High Water Line.
3. Agreement Duration: Three (3) years for building permit issuance and payment of permit fees for the development and seven (7) years to receive a final certificate of occupancy.
4. Deviations: To realize number 1 above, eleven (11) deviations from the City's Land Development Code are requested and have been summarized in the Planning Analysis **(Exhibit D)**.
5. Administrative Adjustment: City Staff may allow for modifications of up to 10% to any of the dimensional or landscaping requirements. This provision and staff authority excludes building height, density and other standards regulated by the Comprehensive Plan.

IV. DUE PUBLIC NOTICE

Evidence of due public notice has been submitted to the City Clerk.

LEGAL REVIEW:

RECOMMENDATION:

Approval of the planning and development components of the development agreement that is the subject of Ordinance 2023-15.

SUGGESTED MOTION:

A Planning and Zoning Board member may move as follows:

1. "I move to recommend approval of the planning and development components of the development agreement that is the subject of Ordinance 2023-15 as presented."

OR
2. "I move to recommend approval of the planning and development components of the development agreement that is the subject of Ordinance 2023-15, with the following conditions..."

OR
3. "I move to recommend denial of the planning and development components of the development agreement that is the subject of Ordinance 2023-15 on the basis of the following..."

- ATTACHMENT:**
1. Ordinance 2023-15 Daytona Beach Shores, LLC DA-3411 S. Atlantic Avenue
 2. Daytona Beach Shores, LLC-Development Agreement
 3. Exhibit A-Sketch and Legal Description
 4. Exhibit B-Conceptual Plan
 5. Exhibit C- Architectural Plan
 6. Exhibit D-Planning Analysis
 7. Exhibit E- Engineers Civil Site Plan Calculation-10-24-23

ORDINANCE 2023-15

AN ORDINANCE OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA RELATING TO APPROVAL OF A DEVELOPMENT AGREEMENT PERTAINING TO PROPERTY OWNED BY DAYTONA BEACH SHORES, LLC IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 15 OF THE LAND DEVELOPMENT CODE AND THE “FLORIDA LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ACT” AS SET FORTH AT SECTIONS 163.3220 - 163.3243, *FLORIDA STATUTES*; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS, PROVIDING FOR A SAVINGS PROVISION AND THE EFFECT OF THE ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AS WELL AS THE CORRECTION OF SCRIVENER’S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Daytona Beach Shores, LLC and the City of Daytona Beach Shores have considered and processed and the City Commission of the City of Daytona Beach Shores hereby approves and enacts the Development Agreement, as set forth in the Exhibit to this Ordinance (which Exhibit is incorporated herein by this reference thereto as if fully set forth herein verbatim), all of said actions occurring pursuant to the *Florida Local Government Development Agreement Act* as set forth at Sections 163.3220 through 163.3243, *Florida Statutes*; and

WHEREAS, Daytona Beach Shores, LLC is the owner of the property that is subject to this Development Agreement set forth in the Exhibit to this Ordinance; and

WHEREAS, the City of Daytona Beach Shores and Daytona Beach Shores, LLC have complied with all requirements and procedures of Florida law in processing and advertising this Ordinance; and

WHEREAS, this Ordinance is consistent with the goals, objectives and policies of the *Comprehensive Plan of the City Daytona Beach Shores*.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA THAT:

SECTION ONE: LEGISLATIVE FINDINGS AND INTENT.

(a). The City Commission of the City of Daytona Beach Shores hereby adopts and incorporates into this Ordinance the City staff report and City Commission agenda memorandum relating to the application relating to the proposed land use approvals and authorization of zoning entitlements pertaining to the property referenced in the Development Agreement as well as the recitals (whereas clauses) to this Ordinance.

(b). The findings of the provisions of the subject Development Agreement between the City of Daytona Beach Shores and Daytona Beach Shores, LLC are hereby adopted, ratified and affirmed.

SECTION TWO: APPROVAL AND ENACTMENT OF DEVELOPMENT AGREEMENT.

The Development Agreement between the City of Daytona Beach Shores and Daytona Beach Shores, LLC as set forth in the Exhibit to this Ordinance is hereby approved and enacted. The said Exhibit attached to this Ordinance is hereby ratified and affirmed and incorporated into this Ordinance as a substantive part of this Ordinance.

SECTION THREE: SAVINGS; EFFECT OF ORDINANCE.

The prior actions of the City of Daytona Beach Shores relating to the regulation of lands and development activities within the City including, but not limited to, the property which is the subject of the Development Agreement between the City of Daytona Beach Shores and Daytona Beach Shores, LLC as set forth in the Exhibit to this Ordinance, and involving the subject property, are hereby ratified and affirmed.

SECTION FOUR: CODIFICATION AND IMPLEMENTATION; SCRIVENER'S ERRORS.

- (a). The provisions of this Ordinance shall be made a part of the *Code of Ordinances of the City of Daytona Beach Shores, Florida*.
- (b). The City Manager, or designee(s), is hereby authorized to take any and all actions necessary to implement the provisions of this Ordinance.
- (c). The City Attorney shall assist the City Manager in the implementation of this Ordinance as may be necessary and required.
- (d). The sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the Code codifier.
- (e). Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager, or designee, without the need for a public hearing.

SECTION FIVE: CONFLICTS.

All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed.

SECTION SIX: 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 of competent jurisdiction, 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 thereof.

SECTION SEVEN: EFFECTIVE DATE.

This Ordinance shall take effect immediately as provided by law.

CITY OF DAYTONA BEACH SHORES, FLORIDA

NANCY J. MILLER, MAYOR

KURT SWARTZLANDER, CITY MANAGER

CHERI SCHWAB, CITY CLERK

Approved as to form:

GRETCHEN “BECKY” VOSE, CITY ATTORNEY

Passed on first reading this ____ day of _____, 2024.

Enacted on second reading this ____ day of _____, 2024.

DEVELOPER SIGNATURE BLOCK FOLLOWS:

PLENARY CONCURRENCE OF DEVELOPER

The undersigned developer, which may not be the current owner, concurs in each and every respect to the provisions of the subject amendment to the subject Development Agreement and the provisions of this Ordinance.

DAYTONA BEACH SHORES LLC, a Florida limited liability company.

Mark Fogel, Member CEO
Date: _____, 2024

WITNESSES:

Signature of Witness

Signature of Witness

Printed Name of Witness

Printed Name of Witness

STATE OF FLORIDA)

COUNTY OF VOLUSIA)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared _____, and he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily and they are personally known to me or provided _____ as identification.

Witness my hand and official seal in the County and State last aforesaid this ___ day of _____, 2024.

(Affix Notary Seal)

Notary Public; State of Florida
Print Name: _____

This Instrument Prepared By:
Robert A. Merrell III, Esq.
Cobb Cole
149 S. Ridgewood Ave, St. 700
Daytona Beach, Florida 32114

Return To:
Ms. Cheri Schwab
City Clerk
2990 South Atlantic Avenue
Daytona Beach Shores, Florida 32118

SERENA BY THE SHORES
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered into on the Effective Date described below, between DAYTONA BEACH SHORES LLC, a limited liability company, registered and authorized to conduct business in the State of Florida, hereinafter referred to as the “PROPERTY OWNER”, and the CITY OF DAYTONA BEACH SHORES, FLORIDA, a municipal corporation of the State of Florida, holding tax exempt status, hereinafter referred to as “CITY”.

WITNESSETH:

WHEREAS, the PROPERTY OWNER is the owner of real property located at 3411 South Atlantic Avenue, identified as Volusia County Tax Parcel Identification Number 533503010310 in Daytona Beach Shores, as further described on Exhibit “A” attached hereto (referred to from time to time as the “Property” in this Development Agreement and which is the subject of the exhibits referenced herein); and

WHEREAS, the PROPERTY OWNER and the CITY wish to enter into a Development Agreement to allow for development of the Property for residential uses; and

WHEREAS, the PROPERTY OWNER and the CITY have a great interest in the development of the property in accordance with the CITY’s comprehensive plan, official zoning map and *Land Development Code* to allow for a private condominium residences with a mixed-use component; and

WHEREAS, the CITY desires to provide for the orderly development of land within the CITY in order to maintain a high quality of life for residents and businesses; and

WHEREAS, Section 163.3202, *Florida Statutes*, provides that the CITY shall adopt and enforce land development regulations for the purpose of implementing its comprehensive plan and protecting the public health, safety, and general welfare; and

WHEREAS, pursuant to the *Florida Local Government Development Agreement Act* as set forth at Sections 163.3220 through 163.3243, *Florida Statutes*, local governments are authorized to adopt, by ordinance, procedures and requirements whereby a local government may consider and enter into a development agreement with any person having a legal or equitable interest in real property located within the local government's jurisdiction and the CITY enacted Ordinance 2013-10, codified as Chapter 15, *Land Development Code*, to implement the provisions

of the referenced statutory provisions; and

WHEREAS, the lack of certainty in the approval of development can result in a waste of economic and land resources; discourage sound capital improvement planning and financing; escalate the cost of housing and development; and discourage commitment to comprehensive planning and the CITY and the PROPERTY OWNER desire to engage in sound and long range planning with regard to the Property in a manner that protects the investment backed expectations and rights of the PROPERTY OWNER while providing for an array of benefits to the citizens of the CITY; and

WHEREAS, development agreements entered into pursuant to the *Florida Local Government Development Agreement Act*, strengthen the public planning process, encourage sound capital improvement, planning and financing; assist in assuring that there are adequate capital facilities to support development; encourage private participation in comprehensive planning; and reduce the economic cost of a development by providing assurances to a developer that, upon receipt of a development permit, the developer may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement; and

WHEREAS, development agreements are contracts negotiated between project proponents and public agencies that govern the land uses that may be allowed in a particular project and, although subject to negotiation, allowable land uses must be consistent with the local planning policies formulated by the legislative body (the CITY's City Commission) through its general plan, and consistent with any applicable specific plan; and

WHEREAS, neither the PROPERTY OWNER nor the CITY, as the local government with land use regulatory authority over lands located within the CITY, is required to enter into a development agreement and, when entered, the allowable land uses and other terms and conditions of approval are negotiated between the parties, subject to the CITY's ultimate approval, but while a development agreement must advance the CITY's local planning policies, it may also contain provisions that vary from otherwise applicable zoning standards and land use requirements; and

WHEREAS, development agreements are, essentially, a planning tool that allows public agencies greater latitude to advance local planning policies, sometimes in new and creative ways and, as such, development agreements may be viewed as an alternative to the traditional development approval process which, in practice, it is commonly used in conjunction with; and

WHEREAS, the City Commission of the CITY finds it is in the best interest and welfare of the citizens of the CITY to approve this Development Agreement with the terms and conditions set forth herein; and

WHEREAS, the City Commission of the CITY has determined that the terms and conditions of this Development Agreement are in the best interests of the public health, safety and welfare of the citizens of the CITY and provide for specific public benefits; and

WHEREAS, the City Commission of the CITY hereby finds and concludes that the provisions of this Development Agreement are consistent with the CITY's *Comprehensive Plan* and will result in the provision of enhanced economic development within the City and is

consistent with the general purpose and intent of the land development regulations of the CITY and no amendments are required to the CITY's *Comprehensive Plan* or land development regulations in order to approve the development set forth in this Development Agreement; and

WHEREAS, the City of Daytona Beach Shores has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance; and

WHEREAS, this Ordinance is consistent with the goals, objectives and policies of the *Comprehensive Plan of the City Daytona Beach Shores*.

NOW, THEREFORE, in consideration of the foregoing, and the premises and the promises, covenants and agreements herein contained, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties the PROPERTY OWNER and CITY agree as follows:

SECTION 1. RECITALS/FINDINGS.

a) The recitals, set forth above, are true and correct and form a material part of this Development Agreement upon which the parties have relied.

b) The findings, set forth above, are, and constitute, the administrative and quasi-judicial findings of the City Commission of the CITY and form a material part of this Development Agreement upon which the parties have relied.

SECTION 2. PREMISES.

a) The property subject to this Agreement consists of approximately 1.04 +/- acres of developable area within the real property and is described in Exhibit "A", attached hereto and by reference made a part hereof.

b) The legal entity having legal or equitable ownership of the premises is the PROPERTY OWNER.

SECTION 3. DEVELOPMENT STANDARDS.

1. Development Criteria. The Property shall be developed in accordance with the City's Land Development Code (LDC), and the terms and provisions set forth in this Agreement. In the event of a conflict between this Agreement and the LDC or other ordinances, this Agreement shall control. If this Agreement fails to address a particular subject or requirement, the applicable requirements of the LDC or other City ordinance shall control.

a) The overall Property shall be developed in accordance with the following standards, as depicted in Exhibit B and C, contained herein:

Development Criteria	Approved Standard
1. Density	86 Units, with density measured to the Mean High Water Line
2. Retail/Restaurant/Commercial Intensity (accessory)	6,945 square feet plus 9,475 square feet Beach Club.
3. Building Height	16 stories, plus two floors of parking structure (which may include a mezzanine level), and one additional sub-grade floor of parking
4. Loading Zone	Minimum of 1 stall
5. Breezeway Corridor	Development shall meet a maximum of 83% (approximately 165.5' in width) of the permitted North/South Building Width coverage.
6. North South Building Width	The breezeway/visual corridor length shall be waived pursuant to this Agreement.
7. Maximum Lot Coverage	60%, Maximum Lot Coverage - the requirement for a maximum lot coverage shall be waived pursuant to this Agreement.
8. Green Space	20% overall, 30% front yard
9. Minimum Setbacks	Front: 30 ft, Porte Cocheres 18 ft. Rear (Oceanfront): Primary Structure 50 ft. Side (North): 15 ft. Side (South): 20 ft.
10. Parking	133 Spaces to be shared across Property
11. Landscape buffer	A1A: 5 ft. North: 1' ft. South: 5 ft.

*Lot area to be measured to the mean high-water line on the Property.

- b) Permitted Uses: Permitted uses for the Property shall include the following Multi-family Residential, Parking Garage Use, and customary accessory uses for Multi-family Residential, including but not limited to restaurants, coffee shop, bakery, bars, conference and convention space, pool side structures, spas and health services, and related resort amenities, along with supporting retail or commercial services that do not exceed the intensity limitations set forth above. An activated roof is permitted to include passive green areas for residents.
- c) Parking:
 - a. In the event that structured parking (defined as parking within a structure below, at or above grade in a manner such that vehicles are not visible from the public street, and potentially including car lifts) is developed on the property, including the provision of parking levels associated with the residential development that exceeds two levels, such parking shall not be required to provide additional parking or landscaping beyond standard code requirements, regardless of

structure height. This provision shall control over the language set forth in Section 14-18 of the City's Land Development Code.

- b. Development of the site shall include the provision of a minimum of 133 parking spaces to support the proposed development. This provision shall control over the language set forth in Section 14-48.6 of the City's Land Development Code. Multifamily residential development shall provide a minimum parking ratio of 1.0 spaces/unit.
- c. Any portion of the Property may be used for interim parking during construction of the necessary parking facilities designed to meet the requirements of the LDC, as modified herein.

2. Alternative Tax Relief Request. The Property shall be eligible for a tax increment rebate as described in this section upon receipt of a certificate of occupancy, subject to the following relief standards:

- a) The Property Owner shall be entitled to 90% of the tax increment created by the redevelopment for an initial term of five years;
- b) The Property Owner shall be entitled to 75% of the tax increment created by the redevelopment for the five years following item (a) herein;
- c) The Property Owner shall be entitled to 45% of the tax increment created by the redevelopment for the five years following item (b) herein; and
- d) Any parcel or unit sold or conveyed by current property owner shall be considering during the tax increment calculation during the effective and subsequent tax years of the conveyance of the parcel or unit, although the relief provided under this section, in the form of a tax increment rebate, shall continue to be issued to the Developer.
- e) The tax increment rebate is paid only on said portion of the actual City ad valorem taxes paid and is not paid to the property owner until such time as the City is in receipt of the funds from the tax collector.

SECTION 4. PUBLIC BENEFITS.

Numerous public benefits derive from the terms and conditions of this Development Agreement, to include:

a) The development of the Property as set forth in this Development Agreement shall provide for additional residential opportunities within Daytona Beach Shores that will result in greater tax revenue to the City.

b) The development will allow for the redevelopment and beautification of a currently unused property and will create a new destination center for living, dining, and entertainment to City residents (in the form of the illustrated food service area shown on the conceptual plan).

c) In addition, the proposed redevelopment of the Property is consistent with several of the Goals, Policies and Objectives of the Comprehensive Plan, as outlined below. This agreement will

allow development of the property to allow for additional residential uses within a growing sector of the City.

GOAL 1-1: Effectively manage future development by designating appropriate areas for new growth that does not compromise environmental integrity, is responsive to market needs and is consistent with sound land planning practices.

Finding: The proposed project allows for flexibility in development on the property which has been vacant since 2005 and is located in an area for properties located in appropriate areas for urban development. The proposed project will direct additional growth to areas that have already faced development and will lessen impacts on environmentally sensitive areas.

Policy 1-2.1.1: The City shall encourage an urban design pattern in redevelopment areas, where appropriate, that will minimize travel requirements among living, working, shopping and recreation areas.

Finding: The proposed project is centered around the redevelopment of a multifamily use that will allow for residents to be located within close proximity to existing retail and commercial areas. The project will offer additional retail uses to support the proposed residents and surrounding areas through the use of a central coffee shop and food service amenity with access from the beach and with an additional beach club component greatly enhancing the available recreational and dining opportunities in the zone.

GOAL 3-1: Provide a variety of adequate housing for all present and future residents of the City of Daytona Beach Shores through cost efficient objectives, while promoting individual self-sufficiency.

Finding: The proposed project is centered around the development of a condominium development that will allow for additional residential opportunities within this sector of the City.

SECTION 5. IMPACT FEES AND PERMITTING.

a) Impact fees and other funding requirements for the project on the Property are as established by controlling law and shall be met in the normative course and processes of development.

b) All development permits normatively needed to be approved for the development of the Property shall be subject to the review and approval processes during the course of the development of the premises; provided, however, that, it is noted that no changes in land use designations or changes in zoning classifications/districts assigned to property are necessitated by the development approved for the Property.

c) Failure of the agreement to address a particular permit, condition, term, or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

SECTION 6. REASONABLE APPROVAL.

In those instances in this Development Agreement in which a party's responsiveness, compliance, approval, consent or satisfaction is required, then it shall be implied that such action shall be exercised in a reasonable manner and within a reasonable time frame.

SECTION 7. REMEDIES.

Each party shall have any and all remedies as permitted by law; provided, however, that the parties agree to provide for positive dialogue and communications if disputes or disagreements arise as to the interpretation or implementation of this Development Agreement.

SECTION 8. HEADINGS/CAPTIONS.

All sections and descriptive headings in this Development Agreement are inserted for convenience only, and shall not affect the construction or interpretation hereof.

SECTION 9. FORCE MAJEURE.

No party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by *Force Majeure*. *Force Majeure* shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, terrorism, hurricane, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 10. DEVELOPMENT AGREEMENT BINDING; RUNS WITH THE LAND.

a) This Development Agreement shall be binding upon and inure to the benefit and burden of the successors in interest, transferees and assigns of the parties. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Development Agreement, and that it has the legal authority to enter into this Development Agreement and to undertake all obligations imposed on it. The signatories hereof represent that they have the requisite and legal authority to execute this Development Agreement and bind the respective parties herein.

b) This Development Agreement touches and concerns the premises and shall run with the land and shall be binding upon and inure to the benefit and burden of the parties hereto and their respective successors and assigns.

SECTION 11. EXHIBITS.

All exhibits to this Development Agreement are hereby incorporated into this Development Agreement by this reference thereto. The exhibits included herein are hereby approved by the terms and conditions of this Development Agreement. Any changes to the exhibits shall be approved by the City Commission. A comprehensive list of the exhibits is included below:

Exhibit A: Property Legal Description and Sketch

Exhibit B: Conceptual Plan, prepared by The Performance Group.

Exhibit C: Conceptual Architectural Elevations

SECTION 12. TERMS AND CONDITIONS RELATIVE TO THE PREMISES.

a) In addition to all other covenants, obligations, duties, and responsibilities set forth herein, the PROPERTY OWNER is approved for the following development on the premises in accordance with the conceptual site plan for the development of the premises (Exhibit "B") and Conceptual Architectural Elevations (Exhibit "C") or architectural features of similar quality and integrity.

b) The development uses, including parking, and landscaping, as set forth on the conceptual site plan approved in Section 3 and Section 11 and attached as Exhibit "B" comply with the criteria for development in the applicable provision in the land development regulations of the CITY applicable to this development project on the premises as modified in this Development Agreement.

SECTION 13. DEVIATIONS GRANTED FROM CODE OF ORDINANCES.

This Development Agreement is intended to comply with the applicable provision in the land development regulations of the CITY as modified in this Development Agreement. The CITY has approved the following deviations from the standard land development regulations in association with this Development Agreement:

1. Development Criteria 4. LDC Section 14-49.9: The CITY is providing a deviation from the requirement that two loading zones for a structure over 100,000 sq. ft. in gross floor area, to allow the development to provide one loading zone.
2. Development Criteria 5. LDC Section 14-18: The LDC generally requires that certain oceanfront properties provide a breezeway/visual corridor. The CITY is granting a deviation to this requirement to waive the breezeway/visual corridor required.
3. Development Criteria 6. LDC Section 14-18: The LDC generally requires that certain oceanfront properties provide a maximum north/south building coverage standard. The CITY is granting a deviation to this requirement to provide that the development will have a modified standard for the implementation of the north south building width coverage required under the LDC for 83%.
4. Development Criteria 7. LDC Section 14-18: The CITY is providing a deviation from the maximum permitted lot coverage for the Property. The conceptual layout and development standards set forth herein provide assurance that the Property will be developed in an orderly manner that preserves open spaces and view corridors.
5. Development Criteria 8. LDC Section 14-18.4: The CITY is providing a deviation from the requirement of green area comprising 30% of the overall site area, provided that landscaping in accordance with the LDC is provided in the proposed Green Area.
6. Development Criteria 9. LDC Section 14-18: The CITY is providing a deviation from the setbacks applicable to the Property to allow for compact development within the Property and to preserve view corridors along the sides of the Property.

7. Development Criteria 9. The CITY is also providing a deviation from the requirement that structures exceeding twelve stories have a minimum setback of 40 ft., to allow for the setback program outlined herein.
8. Development Criteria 10. LDC Section 14-48.6: The CITY is providing a deviation from the standard requirements for parking for the development. The PROPERTY OWNER shall provide parking in accordance with Section 3.1.C. herein.
9. Development Criteria 11. LDC Section 14-46.5.4.b: The CITY is providing a deviation from the required landscape buffers for the Property in order to permit a north buffer to be a minimum of 1', provided that landscaping in accordance with the LDC is provided as shown on the proposed landscape plan.
10. Development Criteria 11. LDC Section 14-46.5.4.a: The CITY is providing a deviation from the required landscape buffer along A1A of 5', provided that landscaping in accordance with the LDC is provided as shown on the proposed landscape plan.
11. LDC Section 14-18.4 – The CITY is providing a deviation from the requirement that the property provide a 7' public walkway in a breezeway corridor, acknowledging that existing public access remains in the vicinity of the site and no provision of funding for access is required.

SECTION 14. PUBLIC RECORDS.

The PROPERTY OWNER shall allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, *Florida Statutes*, and other controlling law and which have been made or received by the PROPERTY OWNER in conjunction with this Development Agreement and shall adhere to the controlling provisions of State law relating to public records.

SECTION 15. EQUAL OPPORTUNITY.

The PROPERTY OWNER agrees that it will not discriminate against any employee or applicant for employment for work relating to the services provided under this Development Agreement because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demoting or transfer; recruitment advertising; layoff or termination; rates of pay or their forms of compensation; and selection for training, including apprenticeship.

SECTION 16. CONFLICT OF INTEREST.

The PROPERTY OWNER agrees that it will not commit any act that would cause or create a conflict of interest as defined by Chapter 112, *Florida Statutes*, to exist or occur in the performance of its obligations pursuant to this Development Agreement with the CITY.

SECTION 17. COMPLIANCE WITH LAWS AND REGULATIONS.

In performing pursuant to this Development Agreement, the PROPERTY OWNER shall abide by all statutes, ordinances, rules, and regulations pertaining to, regulating the acts

contemplated to be performed herein, including those now in effect and hereafter adopted. This provision shall include, but not be limited to, the provisions of the CITY's Comprehensive Plan, CITY's land development regulations, codes and ordinances of the CITY.

SECTION 18. NOTICES.

a) Whenever either party desires to give notice unto the other, notice may be sent to:

For the **CITY**:

With Copy to:

Kurt Swartzlander
City Manager
City of Daytona Beach Shores
2990 S. Atlantic Avenue
Daytona Beach Shores, Florida 32118

Gretchen R. H. ("Becky") Vose, Esq.
Daytona Beach Shores City Attorney
Vose Law Firm LLP
324 W. Morse Boulevard
Winter Park, Florida 32789

For the **PROPERTY OWNER**:

With Copy to:

Ryan Flake
Valor Capital
400 Cleveland St.
Clearwater, Florida, 33755

Robert A. Merrell, III
Cobb Cole
149 S. Ridgewood Ave., St. 700
Daytona Beach, Florida 32114

b) Either party may change the address for notification by providing notice of such change to the other party.

SECTION 19. INTERPRETATION/APPLICABLE LAW/VENUE.

The laws of the State of Florida shall govern this Development Agreement. Any legal action necessary arising out of the Development Agreement will have its venue in Volusia County and the Development Agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other further exercise thereof. Waiver of a default shall not be deemed a waiver of any subsequent defaults. The specific provisions of this Development Agreement shall prevail over the generality of the foregoing. In any action or proceeding required to enforce or interpret the terms of this Development Agreement, venue shall be in the Seventh Judicial Circuit Court in and for Volusia County, Florida.

SECTION 20. CONSTRUCTION OR INTERPRETATION OF THE DEVELOPMENT AGREEMENT.

This Development Agreement is the result of *bona fide* arm's length negotiations between the parties and all parties have contributed substantially and materially to the preparation of the Development Agreement. Accordingly, this Development Agreement shall not be construed or interpreted more strictly against any one (1) party than against any other party both parties having

participated in the drafting of this Development Agreement. Whenever a decision is provided for herein which is to be made by the CITY, such decision must be in writing in order to be binding upon the CITY.

SECTION 21. ENTIRE DEVELOPMENT AGREEMENT/MODIFICATION.

a) This Development Agreement constitutes the complete, integrated and entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, arrangements, contracts or understandings, whether oral or written, between the parties relating thereto, all of which have been integrated herein, except as provided in this subsection a. This Development Agreement may not be amended, changed, or modified and material provisions hereunder may not be waived, except by a written document, of equal dignity herewith and signed by all parties to this Development Agreement.

b) If the City Commission of the CITY finds, on the basis of substantial competent evidence, that there has been a material failure to comply with the terms of this Development Agreement, this Development Agreement may be revoked or modified by the City Commission upon affording the PROPERTY OWNER administrative due process rights in accordance with controlling law.

c) A substantial modification of this Development Agreement shall, in the CITY's sole discretion, require approval by the City Commission in accordance with the procedures set forth in Chapter 15, *Land Development Code*. This Development Agreement may be amended or canceled by mutual consent of the parties to the agreement or by their successors in interest; provided, however, that a substantial modification of this Development Agreement shall, in the City's sole discretion, require approval by the City Commission in accordance with the procedures set forth in Chapter 15, *Land Development Code*.

d) City Staff may, as an administrative adjustment reviewed and approved at the staff level, allow for modifications of up to 10% to any of the dimensional or landscaping requirements set forth herein and associated Exhibit revisions, where such modifications are necessary to address minor Exhibit errors or unanticipated conditions that reasonably need to be addressed to ensure the development plan can be implemented. This provision and staff authority excludes building height, density and other standards regulated by the Comprehensive Plan.

e) If State or Federal laws are enacted after the execution of this Development Agreement, which are applicable to and preclude the parties' compliance with the terms of this Development Agreement, this Development Agreement shall be modified as necessary to comply with the relevant State or Federal laws.

SECTION 22. THIRD PARTY BENEFICIARIES/TRANSFERABILITY.

a) The CITY shall not be liable to any person, firm or corporation who contracts with or provides goods or services to the PROPERTY OWNER in connection with services provided by the PROPERTY OWNER to the CITY; and there is no contractual relationship, either expressed or implied, between the CITY and any other person, firm, or corporation supplying any work,

labor, services, goods or materials to the PROPERTY OWNER as a result of its services to the CITY hereunder. This Development Agreement is solely for the benefit of the formal parties to this Development Agreement, and no right or cause of action shall accrue by reason hereof to or for the benefit of any other third party not a formal party hereto. Nothing in this Development Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy or claim under or by reason of this Development Agreement or any provisions or conditions hereof, other than the parties hereto and their respective representatives, successors and assigns as set forth herein.

b) This Development Agreement is transferable. However, so long as the land or structure or any portion thereof covered under the Development Agreement continues to be used for the purposes for which it was issued, then no person (including successors and assigns of the person(s) or entity(ies) who obtained the development agreement) may make use of the land except in accordance with the conditions and requirements of this Development Agreement. The provisions of this Development Agreement run with and burden the real property to which it relates until release or amended in accordance with formal action of the City.

SECTION 23. ATTORNEYS FEES AND COSTS.

In any action or proceeding to enforce or interpret any provision of this Development Agreement, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs, and expenses.

SECTION 24. SEVERABILITY.

If any one or more of the covenants or provisions of this Development Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Development Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Development Agreement.

SECTION 25. EFFECTIVE DATE/TERMINATION; PERIODIC REVIEW OF DEVELOPMENT AGREEMENT.

a) This Development Agreement shall take effect on the date that this Development Agreement is fully executed by the parties and is recorded in the Official Records (Land Records) of Volusia County, Florida.

b) This Development Agreement shall be in effect for the following period: Three (3) years for building permit issuance and payment of permit fees for the development and seven (7) years to receive a final certificate of occupancy.

c) Such effective dates may be extended by mutual consent of the CITY and the PROPERTY OWNER. Any request for an extension shall be subject to the public hearing process necessary for the initial approval of said Development Agreement; provided, however, that the City has

concluded that the vested rights of the PROPERTY OWNER and the investment backed expectations of the PROPERTY OWNER warrant a renewal and continuation of the development approved for the premises herein.

d) Prior to the completion of the project and issuance of the final certificate of occupancy, the City shall review this Development Agreement at least once every twelve (12) months to determine if there has been demonstrated good faith compliance with the terms of the Development Agreement.

SECTION 27. COUNTERPARTS.

This Development Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Development Agreement on the date stated below their signature.

Attest:

CITY OF DAYTONA BEACH SHORES

Cheri Schwab, City Clerk

Nancy Miller, Mayor
Date: _____

Kurt Swartzlander, City Manager

Approved as to form and legality:

Gretchen R. H. ("Becky") Vose,
City Attorney

[ADDITIONAL SIGNATURE PAGE FOLLOWS]

Witnesses:

PROPERTY OWNER/

Signature of Witness

Printed name of witness:

By: _____
Managing Member

Acknowledgment

State of _____

)

County of _____

)

I Hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared _____ and he acknowledged executing the same in the presence of a subscribing witness freely and voluntarily and they are personally known to me or provided _____ as identification.

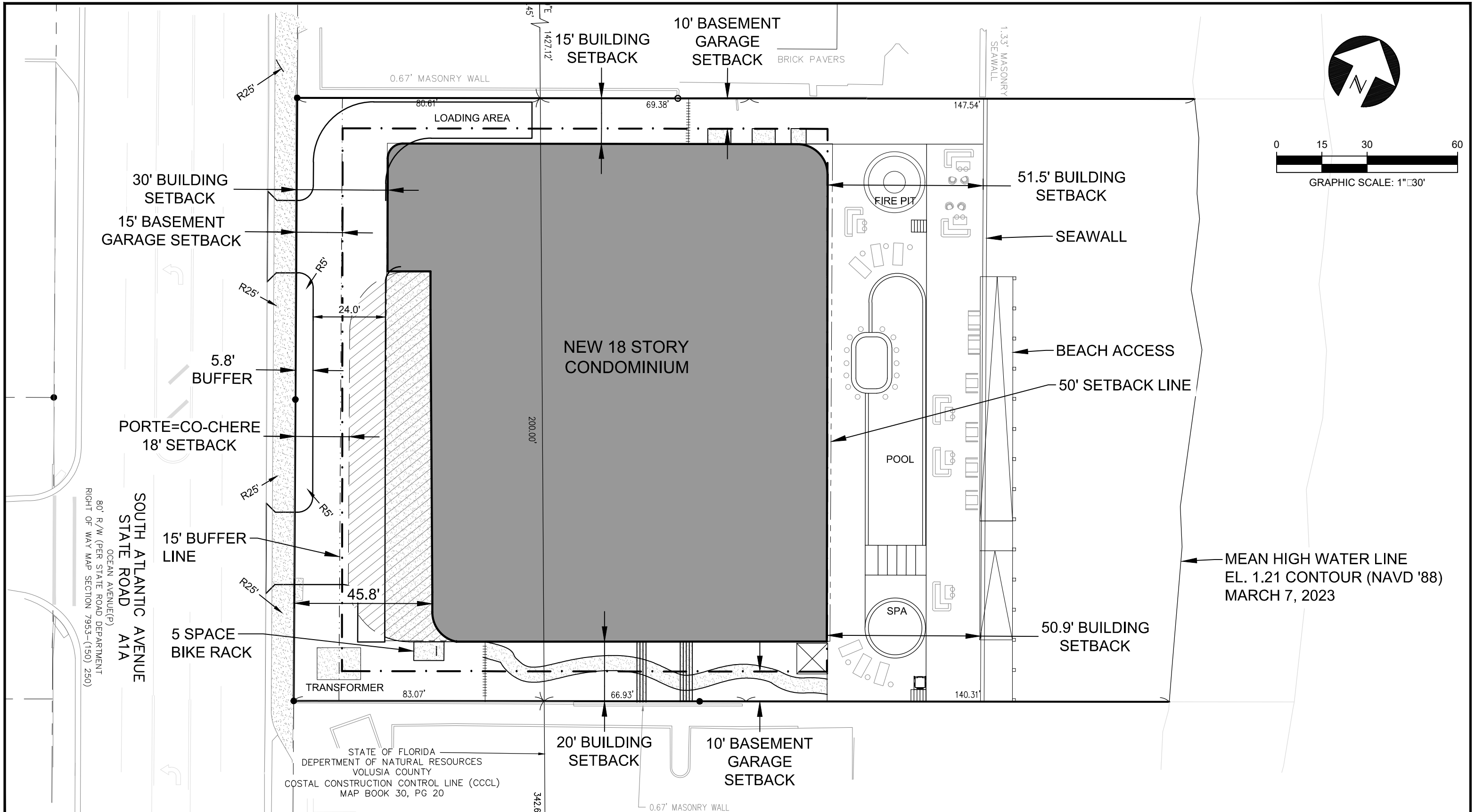
Witness my hand and official seal in the County and State last aforesaid this ___ day of _____, 2023.

(Affix Notary Seal)

Notary Public; State of Florida
Print name: _____

Exhibit A
Legal Description and Sketch

Exhibit B
Conceptual Plan



SOUTH ATLANTIC AVENUE
 STATE ROAD 11A
 OCEAN AVENUE(P)
 80' R/W (PER STATE ROAD DEPARTMENT
 RIGHT OF WAY MAP SECTION 7953--(150) 250)

NO.	DATE	APPR.	REVISION
1	8/1/23	JHH	REVISED PER CITY COMMENTS DATED 7/28/23
2	10/26/23	JHH	REVISED PER CITY COMMENTS DATED 10/11/23


SITE PLAN - BASEMENT □ GROUND FLOOR PLAN

3411 S. ATLANTIC AVE.

NOT RELEASED FOR CONSTRUCTION

THE PERFORMANCE GROUP

CIVIL ENGINEERING / PLANNING / DEVELOPMENT



JOSEPH H. HOPKINS, P.E. NO. 48059
 LICENSED BUSINESS CERTIFICATION NO. 7175
 100 MARINA POINT DR. DAYTONA BEACH, FL 32114
 PHONE: (386)239-7166 FAX: (386)239-7120

SCALE: 1"=30'

DESIGNED: JHH

DRAWN: KMP

DATE: 6/21/23

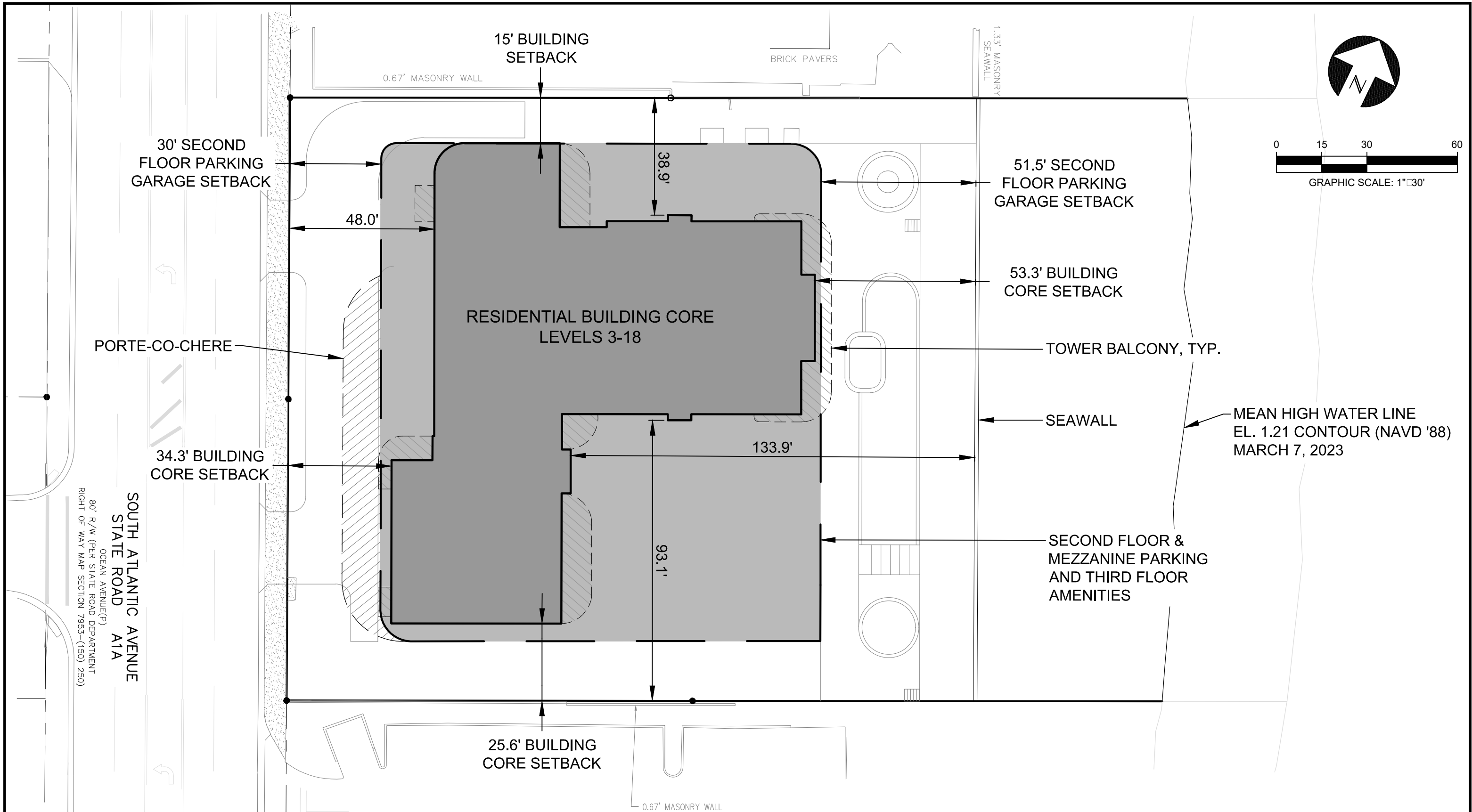
PROJECT NO.

973

973-SITE PLAN 3

SHEET C1 OF 5

P.E. LIC. 48059
BUS. CERT. LIC. 7175




NO.	DATE	APPR.	REVISION
1	8/1/23	JHH	REVISED PER CITY COMMENTS DATED 7/26/23
2	10/26/23	JHH	REVISED PER CITY COMMENTS DATED 10/11/23

SITE PLAN - SECOND FLOOR □ TOWER PLAN

3411 S. ATLANTIC AVE.

NOT RELEASED FOR CONSTRUCTION

THE PERFORMANCE GROUP
CIVIL ENGINEERING / PLANNING / DEVELOPMENT



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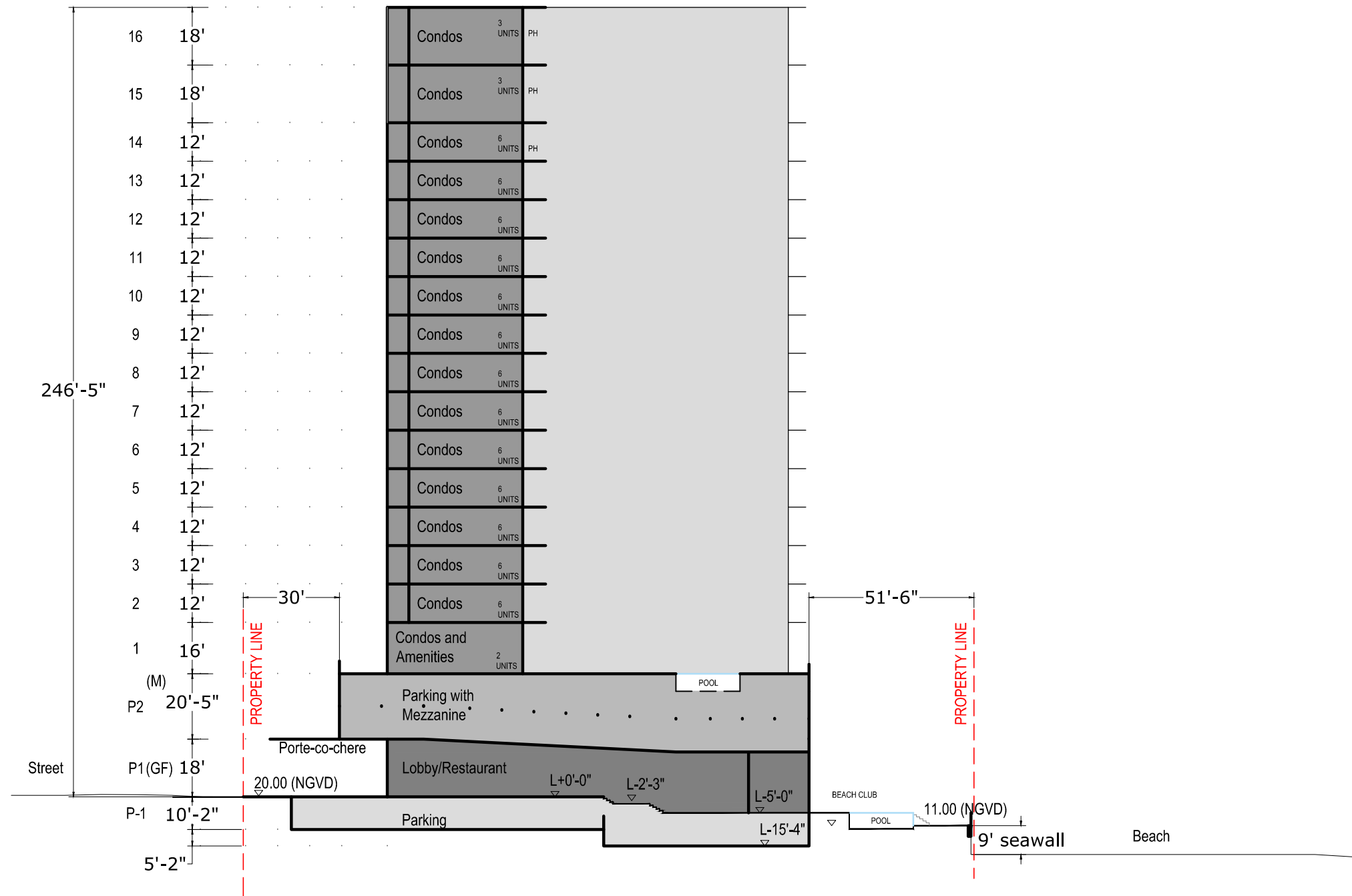
DATE: 6/21/23

PROJECT NO.
973

973-SITE PLAN 3

SHEET **C2** OF **5**

P.E. LIC. 48059
BUS. CERT. LIC. 7175



NO.	DATE	APPR.	REVISION
1	8/1/23	JHH	REVISED PER CITY COMMENTS DATED 7/26/23
2	10/26/23	JHH	REVISED PER CITY COMMENTS DATED 10/11/23

EAST - WEST BUILDING SECTION

3411 S. ATLANTIC AVE.

NOT RELEASED FOR CONSTRUCTION

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DESIGNED: JHH

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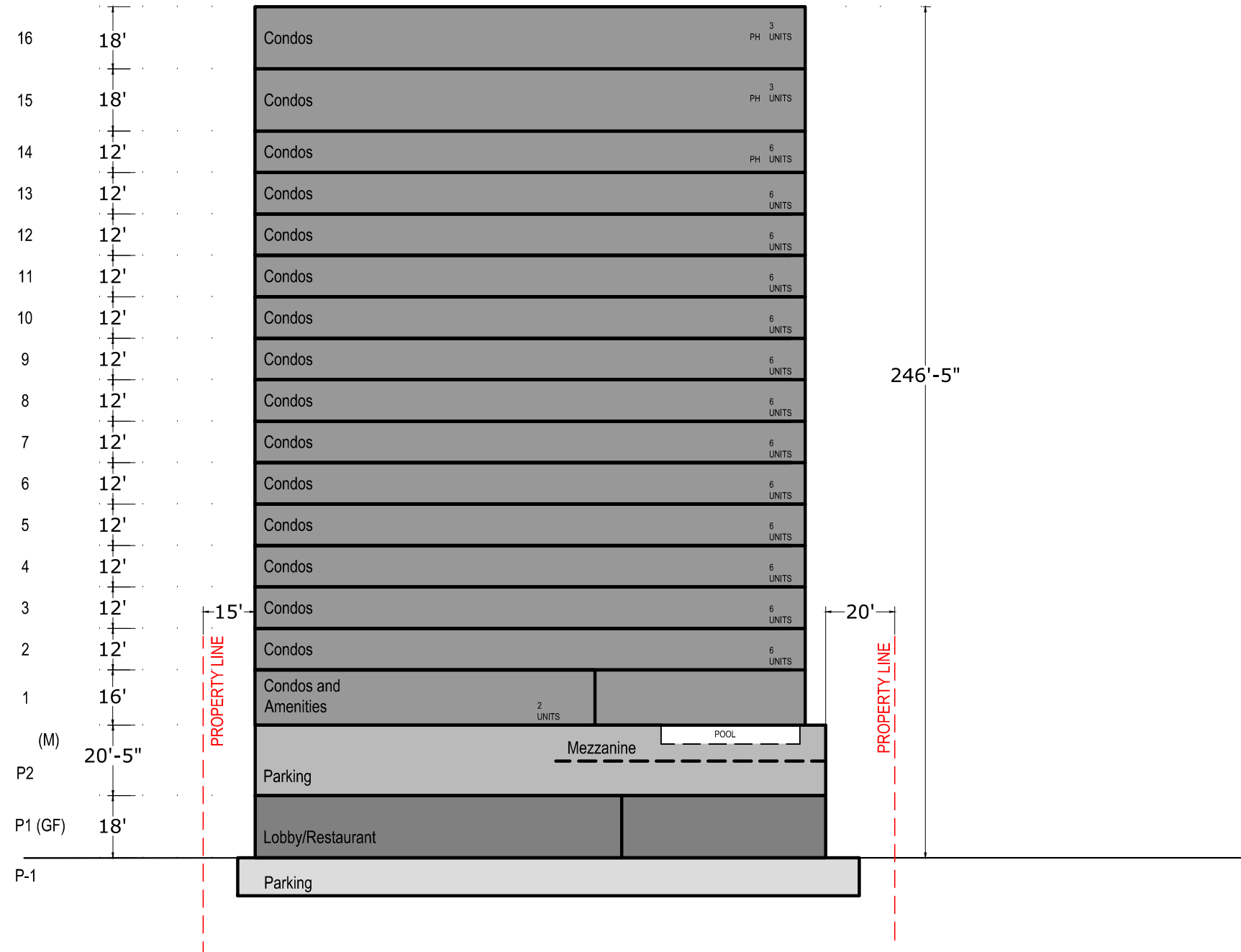
DATE: 6/21/23

PROJECT NO.
973

973-SITE PLAN 3

SHEET **C3** OF **5**

P.E. LIC. 48059
BUS. CERT. LIC. 7175




NO.	DATE	APPR.	REVISION
1	8/1/23	JHH	REVISED PER CITY COMMENTS DATED 7/26/23
2	10/26/23	JHH	REVISED PER CITY COMMENTS DATED 10/11/23

NORTH - SOUTH BUILDING SECTION

3411 S. ATLANTIC AVE.

NOT RELEASED FOR CONSTRUCTION

THE PERFORMANCE GROUP
CIVIL ENGINEERING / PLANNING / DEVELOPMENT



JOSEPH H. HOPKINS, P.E. NO. 48059
LICENSED BUSINESS CERTIFICATION NO. 7175
100 MARINA POINT DR. DAYTONA BEACH, FL 32114
PHONE: (386)239-7166 FAX: (386)239-7120

SCALE: NONE

DESIGNED: JHH

DRAWN: KMP

DATE: 6/21/23

PROJECT NO.
973


973-SITE PLAN 3

SHEET	C4	OF	5
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SUMMARY OF CODE DEVIATION		
WAIVER	REQUIRED	PROVIDED
1 PARKING	175	162
2 LOADING	2	1
3 LOT COVERAGE	35%	60%
4 SHORE PARALLEL BUILDING COVERAGE	65%	83%
5 SIDE SETBACK	NORTH: 94.6'	NORTH: 15.0'
	SOUTH: 94.6'	SOUTH: 20.0'
6 MINIMUM SIDE YARD >12 STORIES	NORTH 40.0'	NORTH: 15.0'
	SOUTH 40.0'	SOUTH: 20.0'
7 PERIMETER BUFFER RIGHT-OF-WAY (A1A)	15.0'	5.8'
8 PERIMETER BUFFER NORTH LOT LINE	5.0'	1.3'
9 GREEN AREA	30%	21%
10 BREEZEWAY VISUAL CORRIDOR	30%	17.5%

NO.	DATE	APPR.	REVISION
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2	10/26/23	JHH	REVISED PER CITY COMMENTS DATED 10/11/23

SUMMARY OF CODE DEVIATION 3411 S. ATLANTIC AVE. NOT RELEASED FOR CONSTRUCTION	
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THE PERFORMANCE GROUP
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 PHONE: (386)239-7166 FAX: (386)239-7120

SCALE:	NONE
DESIGNED:	JHH
DRAWN:	KMP
DATE:	6/21/23
PROJECT NO.	973
	973-SITE PLAN 3
SHEET	C5 OF 5

SCALE:	NONE
DESIGNED:	JHH
DRAWN:	KMP
DATE:	6/21/23
PROJECT NO.	973
	973-SITE PLAN 3
SHEET	C5 OF 5

SITE AREAS

SITE AREA: 45,426.00 S.F.
 TOTAL IMPERVIOUS: 39,222 S.F.
 TOTAL PERVIOUS: 6,204 S.F.

1.04 Ac. 100%
 0.14 Ac. 13%
 0.86 Ac. 87%

BUFFER AREAS

FRONT AREA 1,872.03 S.F.
 NORTH AREA 1,501.72 S.F.
 SOUTH AREA 2,083.45 S.F.
 REAR AREA 746.92 S.F.
 TOTAL GREEN SPACE 6,204 SF

PROJECT SITE AREA: 45,426.00 S.F. 1.04 Ac.
 NO EXISTING TREES OR PALMS ON SITE
 ONE (1) TREE REQUIRED PER 2,500SF
 THREE (3) PALMS EQUAL ONE (1) TREE
 EIGHTEEN (18) TREES REQUIRED
 PROPOSED:
 TWENTY-THREE (23) CABBAGE PALMS SIX AND ONE-THIRD (7 2/3) TREE EQUIVALENT)
 ELEVEN (11) MEDJOOL PALMS (THREE AND TWO-THIRD (3 2/3) TREE EQUIVALENT)
 FIVE (5) FOXTAIL PALMS (ONE AND TWO-THIRDS (1 2/3) TREE EQUIVALENT)
 SEVEN (7) SEA-GRAPE TREES SEVEN (7) TREE EQUIVALENTS PROVIDED
 TWENTY (20) TREE EQUIVALENTS PROVIDED

GENERAL NOTES

ALL PLANT MATERIAL THAT IS INSTALLED MUST BE FLORIDA NO.1 GRADE OR BETTER ACCORDING TO THE CURRENT GRADES AND STANDARDS FOR NURSERY PLANTS, STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE.

ANY VARIATIONS FROM THE APPROVED LANDSCAPE PLAN MUST BE INITIALLY REVIEWED BY THIS LANDSCAPE ARCHITECT PRIOR TO ANY PROPOSED REVISIONS TO THE LANDSCAPE PLANTING PLAN. FAILURE TO COMPLY WITH THIS PROCEDURE MAY RESULT IN REQUIRED MITIGATION AND/OR DELAY OF THIS PROJECT.

ALL FILL DIRT TO BE PLACED IN THE PROPOSED LANDSCAPE AREAS AND/OR BERMS, MUST HAVE A pH RANGE BETWEEN 5.5 AND 7.5, BE ORGANIC IN NATURE, FREE OF ROCKS AND DEBRIS, AND MATCH NATIVE EXISTING SOILS.

CURVILINEAR LANDSCAPE BEDS ARE TO BE EDGED WITH SMOOTH FLOWING CURVES. STRAIGHT-LINE LANDSCAPE BEDS ARE TO BE EDGED IN A STRAIGHT LINE AND MUST BE PARALLEL TO PARKING LOTS, WALKWAYS, AND/OR STRUCTURES UNLESS INTENTIONALLY DESIGNED TO MEANDER.

ST. AUGUSTINE SOLID SOD IS TO BE USED IN ALL OPEN SODDED AREAS AS SHOWN ON THIS PLAN AND THE LANDSCAPE IRRIGATION PLAN. ALL OPEN SPACE AREAS, INCLUDING BUT NOT LIMITED TO ALL DISTURBED AREAS, RETENTION AREAS, AREAS SUBJECT TO POSSIBLE EROSION, RIGHT-OF WAYS (R.O.W.), ETC. SHALL ALSO BE SODDED WITH ST. AUGUSTINE SOLID SOD OR SOLID BERMUDA SOD. ALSO, REFERENCE AND SEE CIVIL ENGINEERING DWGS FOR SODDING LIMITATIONS OF SOD AT WET AND/OR DRY RETENTION AREAS, AND THE EDGE OF PAVEMENTS AND R.O.W.

THE IRRIGATION SYSTEM SHALL MEET SECTION 808.04 OF THE VOLUSIA CODE.

REMOVE ALL NON-BIODEGRADABLE NYLON TREE BALL STRAPPING AND REMOVE THE BURLAP FROM THE TOPS OF ALL FOOTBALLS THAT ARE B&B (BURLAPPED AND BALLED) IF CONTAINER TREES ARE NOT INSTALLED. ALSO, REMOVE THE TREE BALL HOISTING BASKET HOOKS. SEE TREE PLANTING DETAIL.

ALL IRRIGATION BACK-FLOW DEVICES WILL BE VISUALLY SCREENED WITH LANDSCAPING AND PAINTED BLACK AND/OR NILE GREEN. MODIFY ALL SHRUB PLANTINGS AND IRRIGATION HEAD LAYOUT FOR EXISTING TREE AND PALMS ON SITE DESIGNED TO REMAIN.

A MINIMUM FIVE-FOOT (5') GRASS RING SHALL BE INSTALLED AROUND EACH CATCH BASIN LOCATED WITHIN ANY LANDSCAPE AREA. THE CONTRACTOR IS TO BE SURE THAT NO MULCH CAN FLOW INTO THESE BASINS.

ALL EXISTING SHRUBS, GROUND COVERS AND TREES NOT SHOWN TO REMAIN ARE TO BE REMOVED ALONG WITH THEIR ROOT SYSTEM. ALL UNDERBRUSH, STUMPS, AND DEAD BRANCHES ARE TO BE REMOVED ON ALL EXISTING REMAINING TREES AND PALMS. ALL WORK AROUND SPECIMEN TREES WILL BE LIMITED TO HAND LABOR AND TOOLS.

ALL EVASIVE EXOTIC PLANTS, AS LISTED ON THE FLORIDA EXOTIC PEST PLANT COUNCIL'S INVASIVE PLANT SPECIES LIST, SHALL BE REMOVED. THIS SHALL INCLUDE ALL BRAZILIAN PEPPER WHICH IS EXISTING.

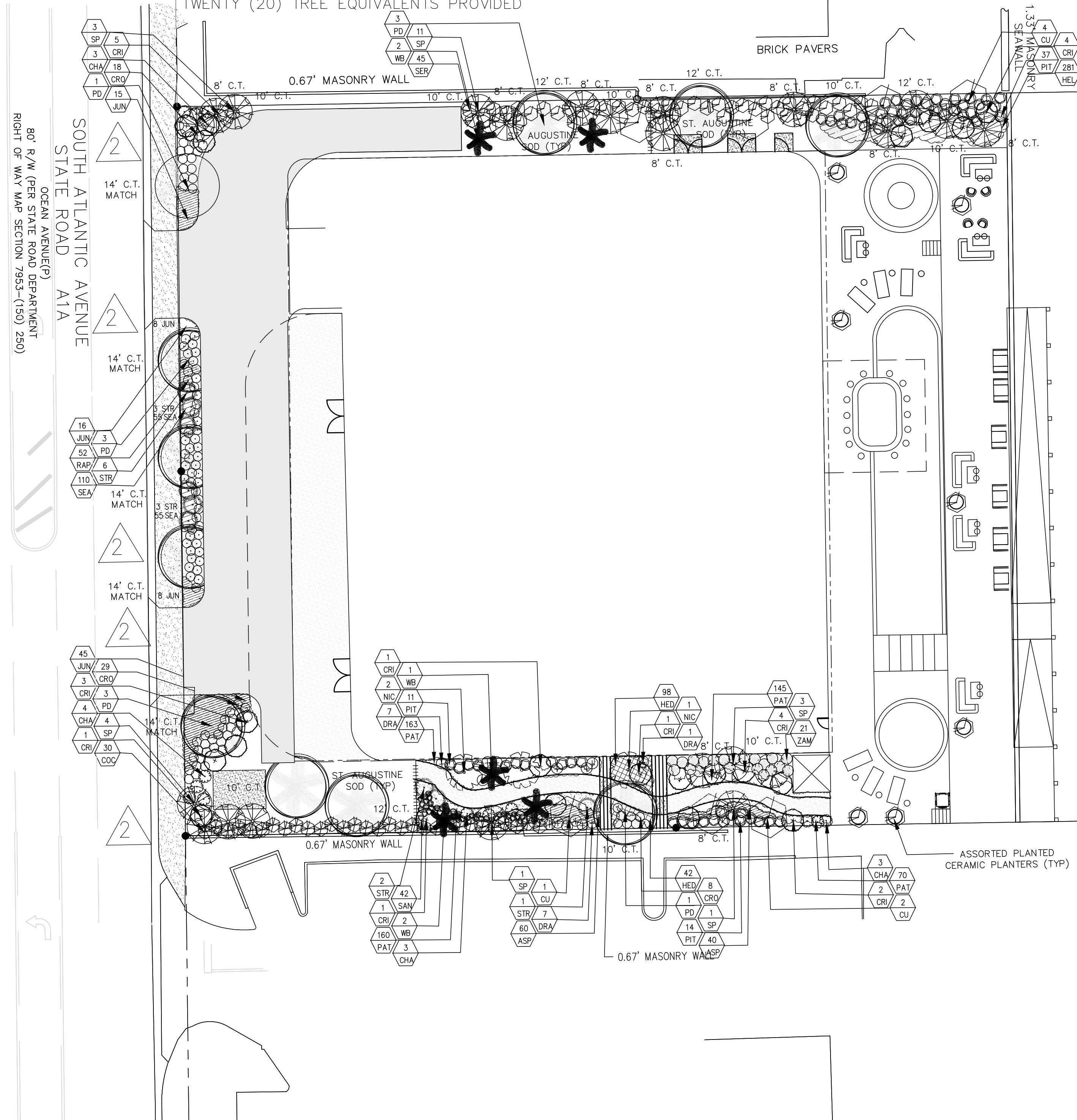
ALL EXISTING HARDSCAPE SURFACES WHICH ARE SHOWN TO BE REMOVED, SHALL HAVE THEIR LIMEROCK AND/OR COMPACTED BASES REMOVED DOWN TO THE NATIVE SOIL BASE.

THE LOCATION OF ALL REQUIRED TREES AND/OR PALMS MUST NOT CONFLICT WITH THE LIGHTING FIXTURES, SIGNS, UNDERGROUND AND OVERHEAD UTILITIES, FIRE HYDRANTS, ETC.

ALL TREES AND/OR PALMS NOT LOCATED WITHIN A MULCHED PLANTING BED SHALL HAVE A MINIMUM FIVE-FOOT (5') MULCH RING INSTALLED AROUND THE TRUNK AREA. TREES SHALL BE PLANTED A MINIMUM OF FIVE-FOOT (5') FROM BACK OF CURB OR SIDEWALK (TYP).

SEE ENGINEER'S PLAN FOR ALL EXISTING AND PROPOSED EASEMENTS, COVENANTS, R.O.W., BUFFER DIMENSIONS, AND ALL SITE LAYOUT DIMENSIONING.

PROJECT MULCH SHALL BE FINE BARK WOODCHIPS AND BE INSTALLED A MINIMUM OF THREE-INCHES (3") THICK AND A MINIMUM OF TWELVE-INCHES (12") FROM ANY PLANTED TREE OR PALM TRUNK.



PROPOSED TREES AND PALMS

KEY	QTY	BOTANICAL/COMMON NAMES	HT.	SPR.	REMARKS
CU	7	Coccoloba uvifera 'STD' Sea Grape Tree	8'	4'	Min 2" Cal SINGLE TRUNK WITH FIVE (5) MAIN HEADS 45 Gal Min
PD	11	Phoenix dactilifera 'Medjool' Medjool Date Palm			CLEAR TRUNKS (C.T.) AS SHOWN FULL HEADS Min 14" Cal
SP	23	Sabal palmetto Cabbage Palm			CLEAR TRUNKS (C.T.) AS SHOWN Min 13" Cal
WB	5	Wodyetia bifurcata Foxtail palm	8'C.T.		FULL HEADS SINGLE TRUNK

PROPOSED SHRUBS AND GROUND COVERS

KEY	QTY	BOTANICAL/COMMON NAMES	HT.	SPR.	REMARKS
ASP	100	Asparagus densiflorus 'Meyersii' Foxtail Asparagus	6"	6"	1 Gal Cont 18" O.C.
CHA	13	Chaeromopsis humilis European Fan Palm	30"	30"	7 Gal Cont 2 PPP FULL
COC	30	Coccoloba uvifera Sea Grape Shrub	24"	12"	3 Gal Conc Full Branches
CRI	22	Crinum asiaticum Crinum Lilly	30"	30"	7 Gal Cont FULL
CRO	55	Codiaeum variegatum 'Bavo' Bravo or Corkscrew Croton	10"	8"	2 Gal Cont 18" O.C.
DRA	15	Cordyline terminalis Red Dracena	36"	18"	7 Gal Cont Min Five (5) Trunks
HED	140	Hedera canariensis Algerian Ivy	4"	4"	4" Pot 12" O.C.
HEL	281	Helianthus debilis Dune Sunflower/Daisy	4"	4"	4" Pot 12" O.C.
JUN	76	Juniperus conferta 'Blue Pacific' Blue Pacific Shore Juniper	6"	6"	1 Gal Cont 30" O.C.
NIC	3	Strelitzia nicolai White Bird of Paradise	72"	48"	15 Gal Cont Min 3PPP FULL
PAT	538	Epipremnum aureum Golden Pothos	4"	4"	4" Pot 12" O.C.
PIT	62	Pittosporum tobira 'Green' Green Pittosporum	18"	12"	3 Gal Cont 30" O.C.
RAP	52	Raphiolepis indica Indian Hawthorne	18"	12"	3 Gal Cont 30" O.C.
SAN	42	Sanseveria trifasciata 'Laurentii' Variegated Sanke Plant	8"	6"	1 Gal Cont 18" O.C.
SEA	110	Seasonal Flowers Flowers per Owner	4"	4"	4" Pot 12" O.C.
SER	45	Serenoa repens Saw Palmetto	14"	16"	7 Gal Cont 36" O.C.
STR	9	Strelitzia reginae Orange Bird of Paradise	36"	36"	15 Gal Cont Min 3PPP FULL
ZAM	21	Zamia pumila Coontie Fern	14"	14"	3 Gal Cont 30" O.C.

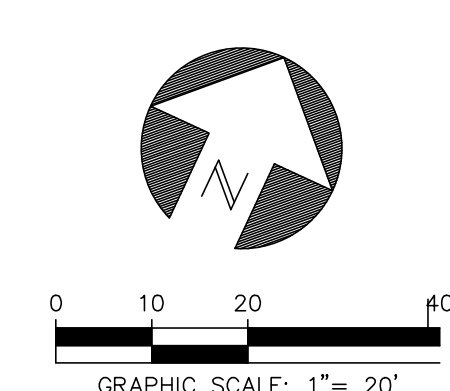


REVISION	
NO.	DATE
1	09/13/2023
2	10/24/2023

THE PERFORMANCE GROUP
 CIVIL ENGINEERING / PLANNING / DEVELOPMENT

JOSEPH H. HOPKINS, P.E., NO. 486959
 LICENSED LANDSCAPE ARCHITECT
 100 MARINA POINT DR. DAYTONA BEACH, FL 32114
 PHONE: (386)239-7166 FAX: (386)239-7120

SITE LANDSCAPE PLANTING PLAN
 3411 S. ATLANTIC AVE.
 NOT RELEASED FOR CONSTRUCTION



THE STERN DESIGN GROUP, P.A.
 LANDSCAPE ARCHITECTS LAND PLANNERS
 1685 Promenade Circle, Port Orange, Florida 32129
 (386) 788-3788 CELL (386) 290-6411
 SternDesignGroup@att.net

SCALE: 1"=20'-0"

DESIGNED: JS

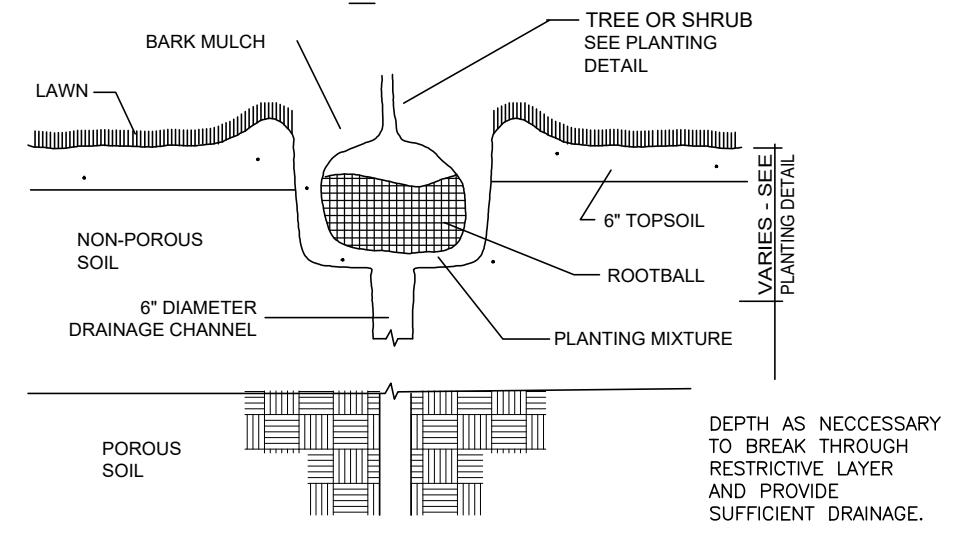
DRAWN: JBS

DATE: 06/22/2023

PROJECT NO. 973

LANDSCAPE

SHEET L 1 of 2



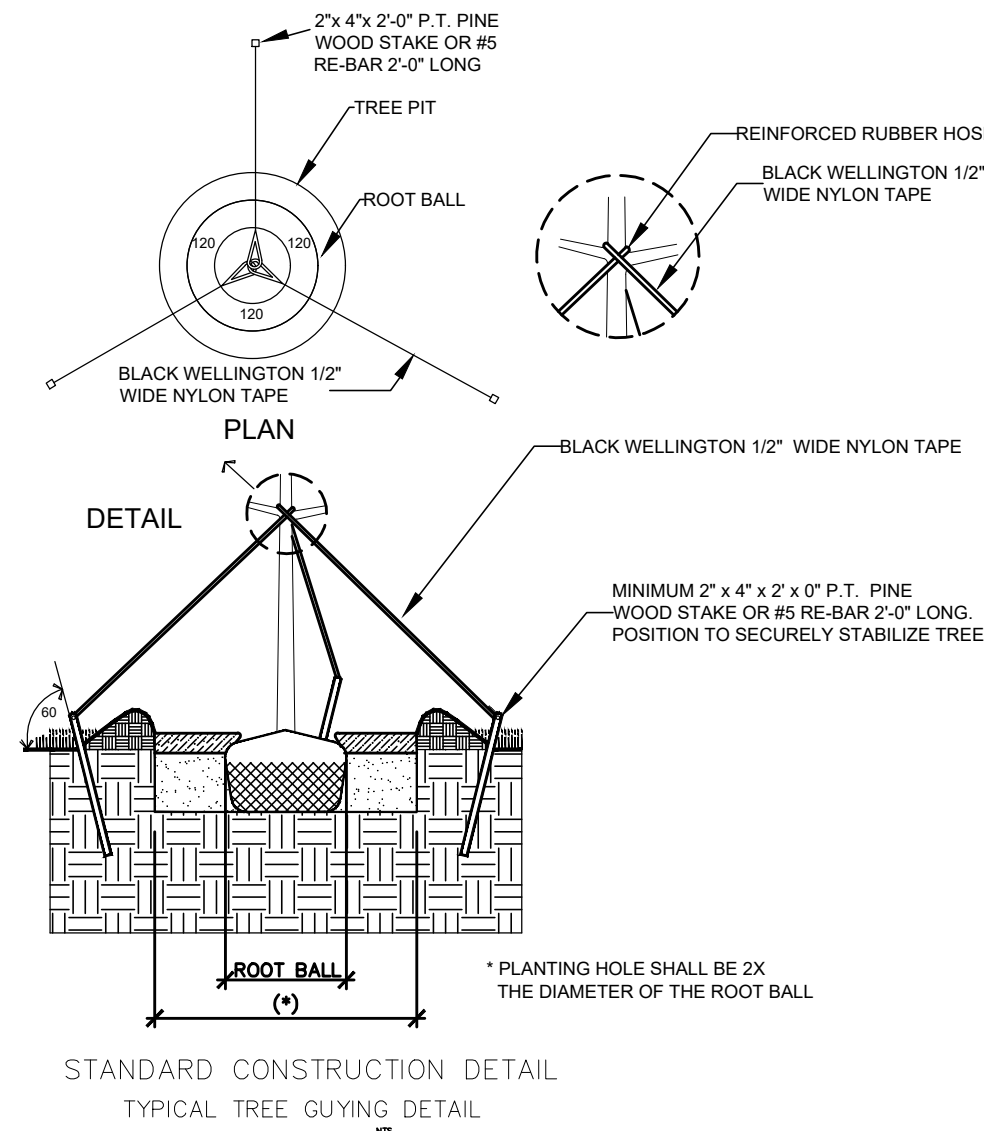
DRAINAGE TESTING/ DRAINAGE CHANNEL REQUIREMENTS

PRIOR TO PLANTING PITS SELECTED FOR TESTING SHALL BE TESTED IN THE FOLLOWING MANNER:

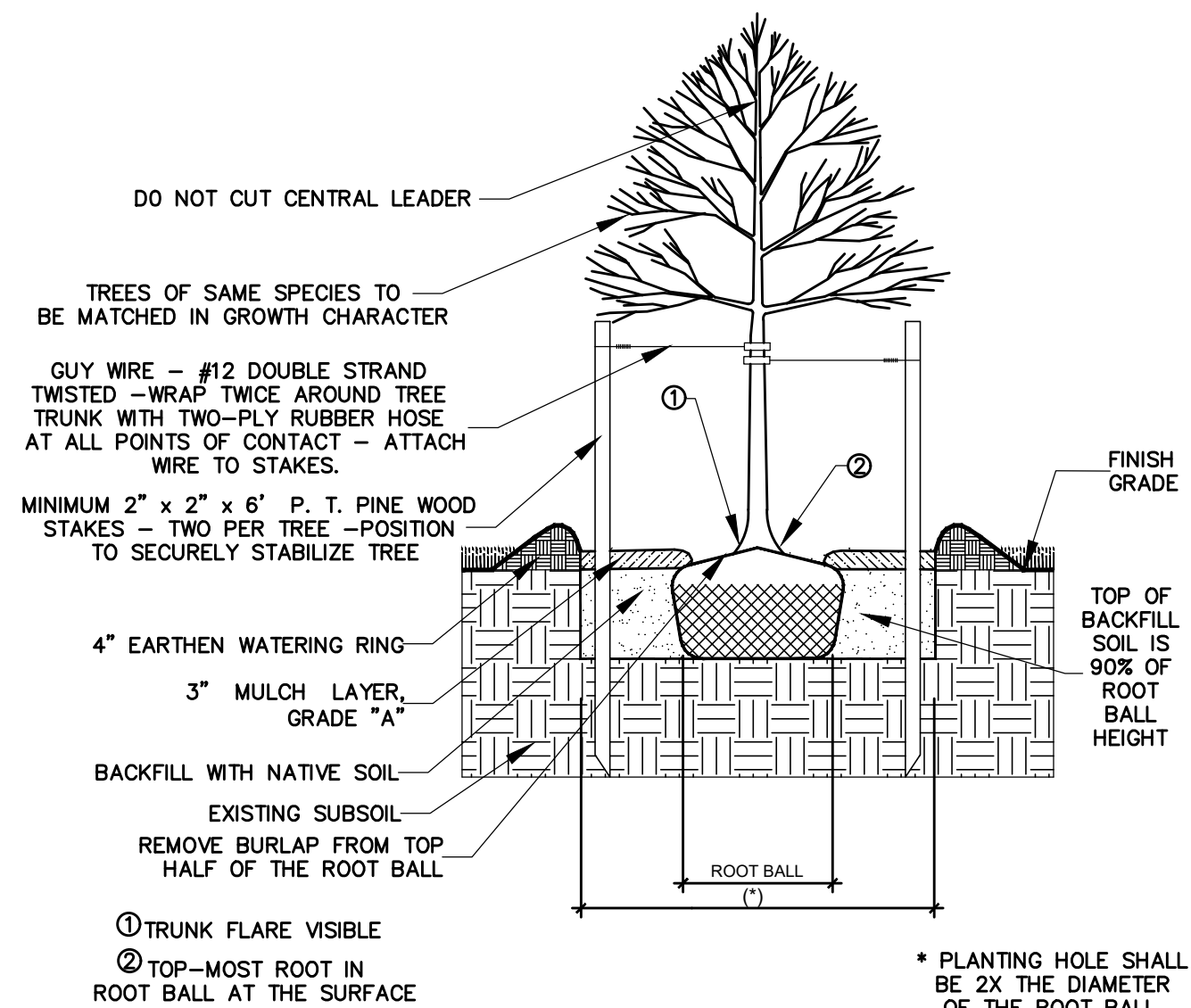
- DIG EACH PLANTING PIT TO THE MINIMUM SPECIFIED SIZE.
- FILL PLANTING PIT TWELVE INCHES (12") OF WATER. IF THE WATER LEVEL DROPS FOUR INCHES (4") OR MORE WITHIN FOUR (4) HOURS, THE DRAINAGE IS SUFFICIENT AND DRAINAGE CHANNEL IS NOT REQUIRED. IF HOWEVER, THE WATER LEVEL DROPS LESS THAN FOUR INCHES (4") WITHIN THE FOUR (4) HOUR PERIOD, A DRAINAGE CHANNEL IS REQUIRED.
- WHERE REQUIRED, THE DRAINAGE CHANNEL MUST EXTEND DOWN THROUGH THE NON-POROUS SOIL AND INTO POROUS SOIL. (SEE DETAIL)
- ALL MATERIAL REMOVED FROM THE DRAINAGE CHANNEL SHALL BE DISCARDED.
- WHEN BACKFILLING PLANTING PITS WITH PLANTING MIXTURE, CARE MUST BE TAKEN TO KEEP THE CONSISTENCY OF THE SOIL MIX THE SAME THROUGHOUT THE PLANTING PIT AND DRAINAGE CHANNEL.

DRAINAGE CHANNEL DETAIL

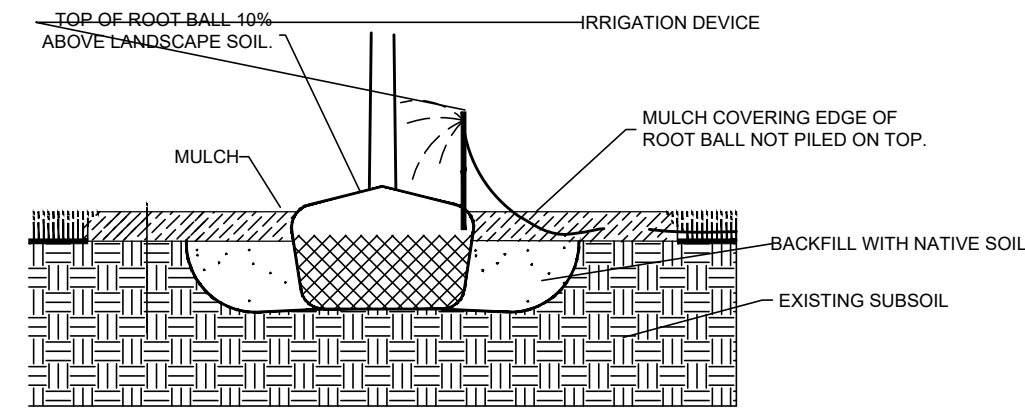
NOT TO SCALE



STANDARD CONSTRUCTION DETAIL
TYPICAL TREE GUYING DETAIL



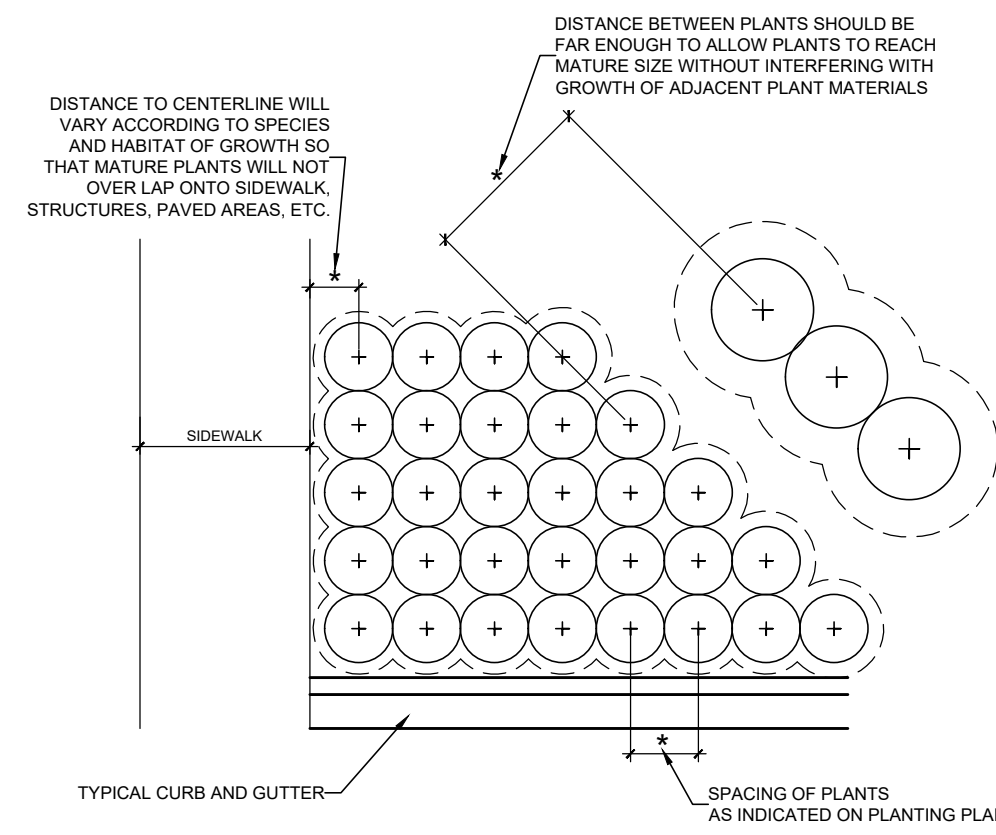
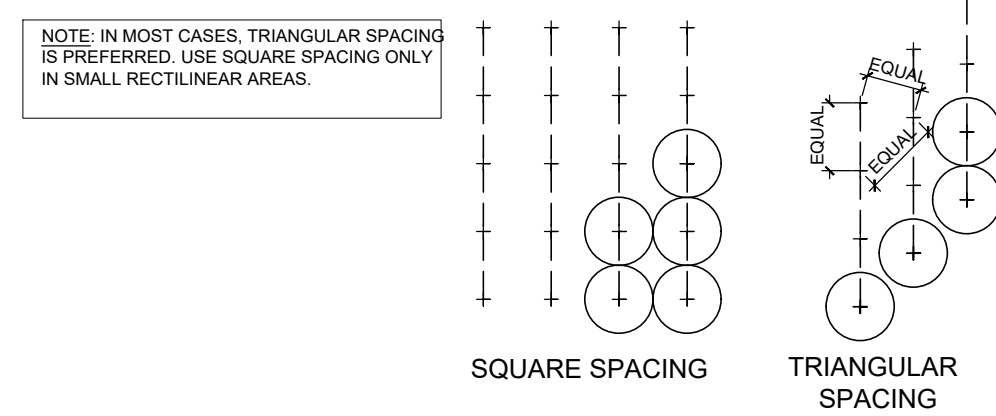
STANDARD CONSTRUCTION DETAIL
SMALL TREE PLANTING DETAIL
N.T.S.



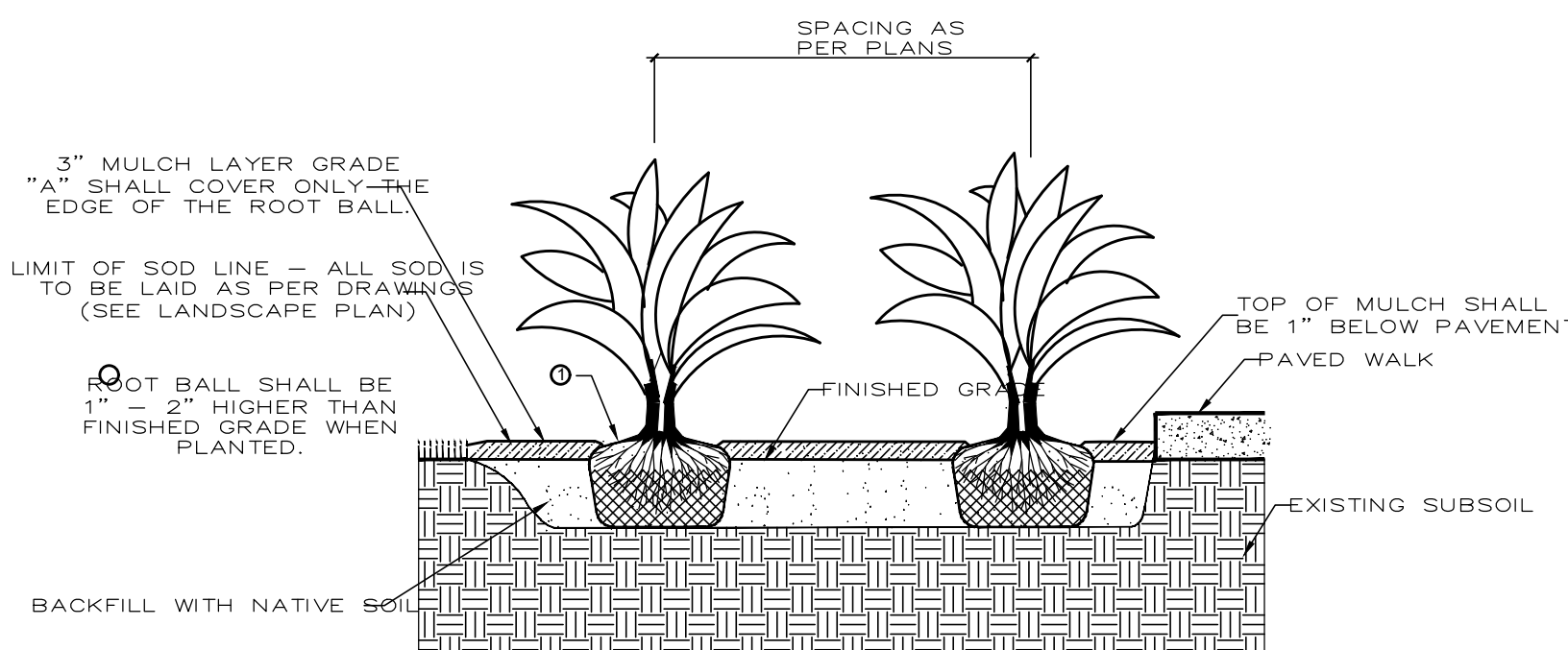
STANDARD CONSTRUCTION DETAIL
PLANT LIKE THIS DETAIL
N.T.S.

NEVER PLACE ANY SOIL OVER THE ROOT BALL. THE ROOT BALL SHOULD BE POSITIONED IN THE HOLE SHALLOW ENOUGH SO THE FINISHED GRADE OF THE BACKFILL SOIL DOES NOT REACH THE TOP. IN OTHER WORDS, LEAVE THE TOP FEW INCHES OF THE ROOT BALL SIDES EXPOSED TO THE AIR. MULCH WILL COVER THE REMAINING COUPLE INCHES. THE TOP OF THE ROOT BALL SHOULD BE SEVERAL INCHES HIGHER THAN THE SURROUNDING LANDSCAPE SOIL. BE SURE THAT WHEN YOU ARE FINISHED PLANTING, THERE IS NO SOIL OVER THE ROOT BALL. SOIL (AS WELL AS THICK MULCH LAYERS MORE THAN 3 INCHES DEEP) OVER THE ROOT BALL CAN PREVENT WATER AND AIR FROM ENTERING THE ROOT BALL. YOU SHOULD BE ABLE TO SEE THE TOP-MOST ROOT ORIGINATING FROM THE TRUNK AT THE SOIL SURFACE OR WITHIN THE TOP INCH OF SOIL IN THE ROOT BALL. THE TRUNK FLARE SHOULD BE VISIBLE.

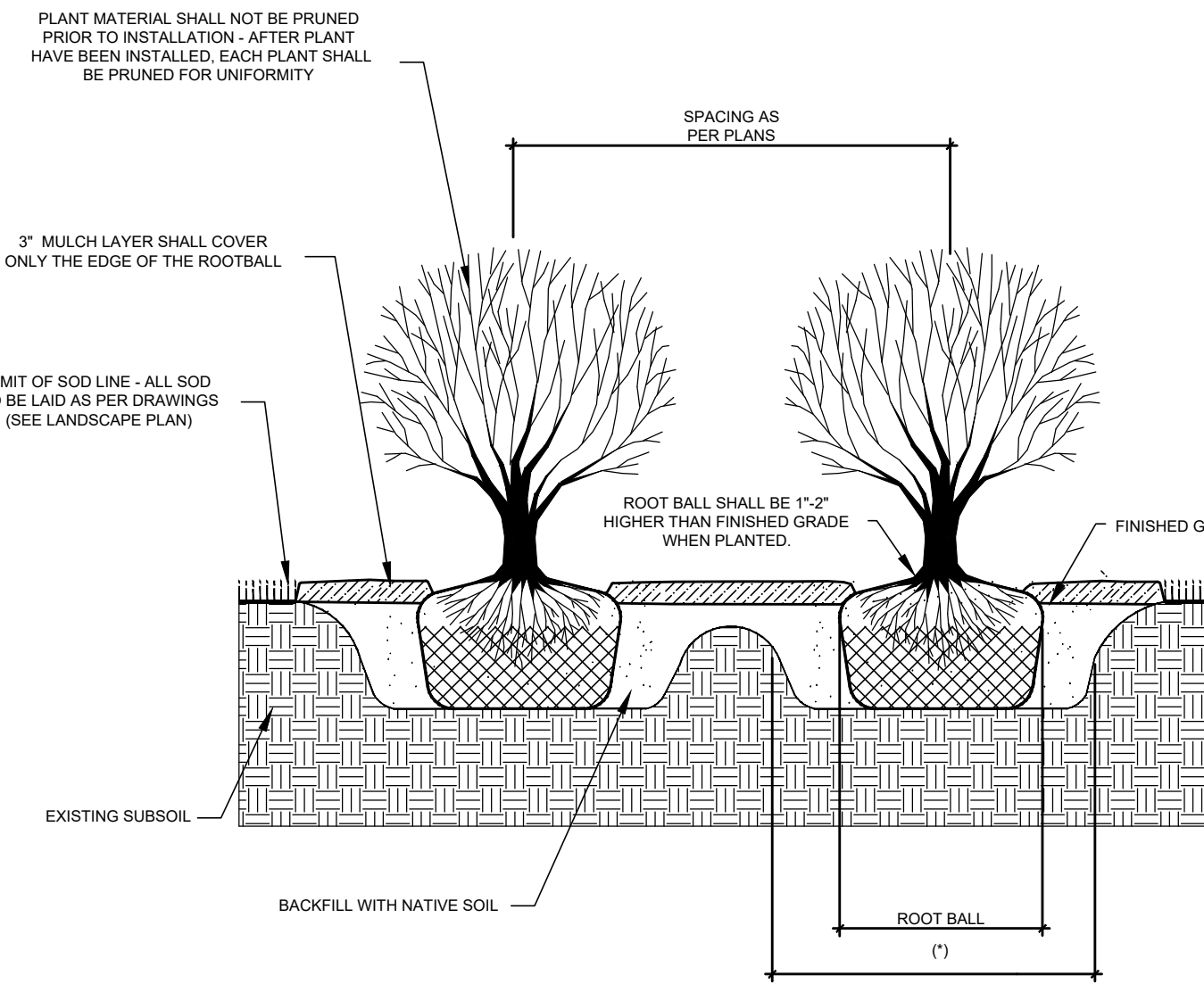
MULCH SHOULD COVER ONLY THE EDGE OF THE ROOT BALL. SINCE THICK LAYERS OVER THE ROOT BALL CAN KEEP THE TRUNK TOO MOIST OR TOO DRY AND CAN CAUSE OTHER PROBLEMS. LOCATE THE IRRIGATION DEVICE SO IT DELIVERS WATER DIRECTLY TO THE ROOT BALL. THERE IS USUALLY NO NEED TO WATER AREAS OUTSIDE THE ROOT BALL. NO AMENDMENTS OF ANY KIND ARE NECESSARY IN THE BACKFILL SOIL, BECAUSE EXTENSIVE RESEARCH CLEARLY SHOWS THAT THEY TYPICALLY DO NOT INCREASE THE SURVIVAL, NOR GROWTH AFTER PLANTING. NO SOIL BERM IS NEEDED IF TREES WILL BE IRRIGATED WITH A LOW-VOLUME DEVICE. PLACE THE BERM AT THE EDGE OF THE ROOT BALL IF THE ROOT BALL IS FINER TEXTURE THAN THE BACKFILL SOIL. THIS WILL HELP INSURE THAT WATER PERCOLATES INTO THE ROOT BALL.



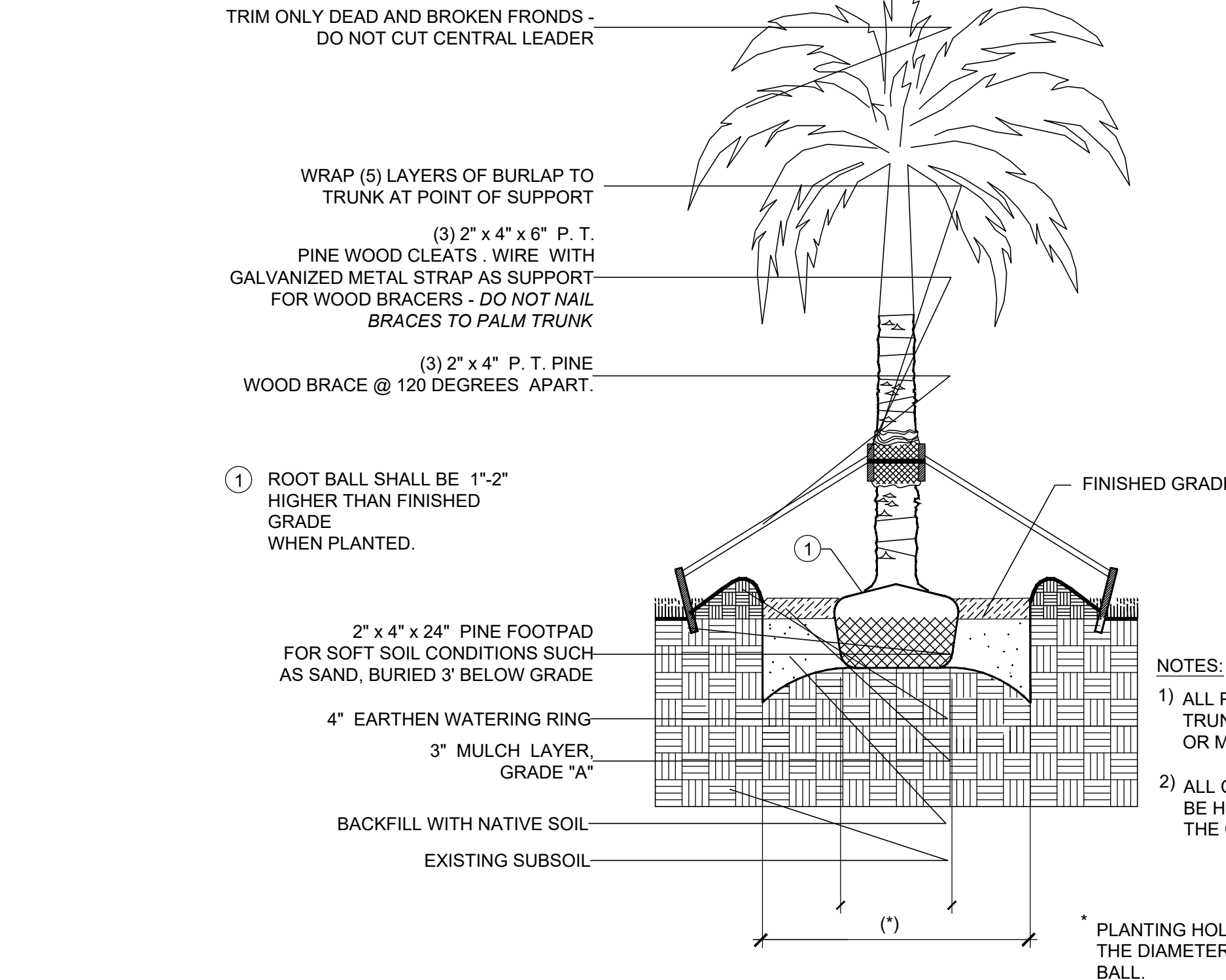
STANDARD CONSTRUCTION DETAIL
TYPICAL CONTAINER SPACING
N.T.S.



STANDARD CONSTRUCTION DETAIL
TYPICAL GROUND COVER DETAIL
N.T.S.



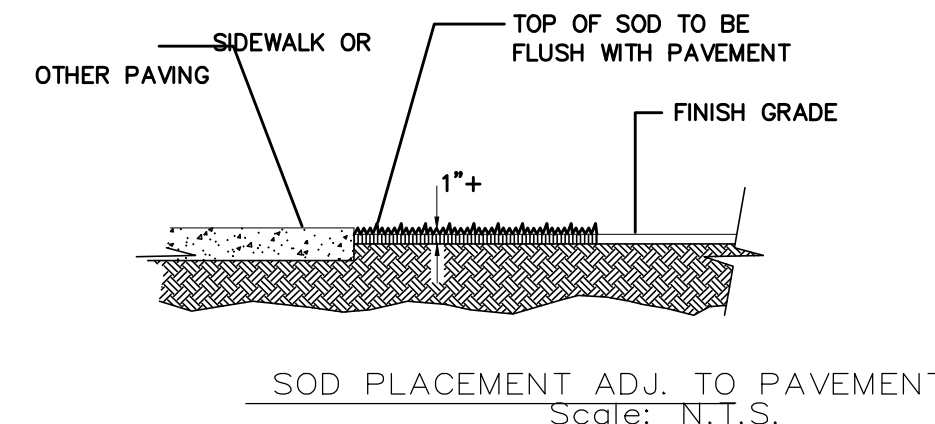
STANDARD CONSTRUCTION DETAIL
TYPICAL SHRUB PLANTING DETAIL
N.T.S.



NOTES:

- ALL PALMS WITH A CLEAR TRUNK HEIGHT OF 6' FEET OR MORE ARE TO BE STAKED.
- ALL CABBAGE PALMS SHALL BE HURRICANE CUT, LEAVING THE CENTER FROND.

PALM PLANTING DETAIL
Scale: N.T.S.



SOD PLACEMENT ADJ. TO PAVEMENT
Scale: N.T.S.

PLANTING NOTES

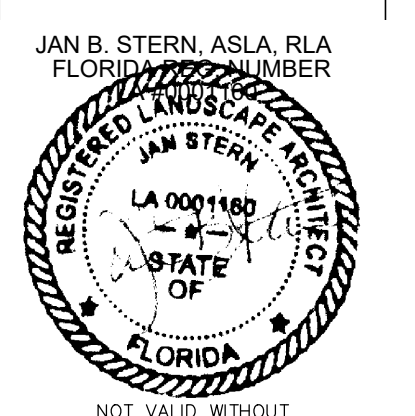
- ALL MATERIALS ARE TO BE FLORIDA #1 OR BETTER, INSTALLED ACCORDING TO THE HIGHEST NURSERY STANDARDS.
- MULCH IS TO BE 100% PINE BARK NUGGETS GRADE "A", INSTALLED A MINIMUM OF 3" THICK IN ALL PLANTING AREAS. MULCHED PLANTING BEDS SHALL BE A MINIMUM OF 10' WIDE AND SHALL BE CONTINUOUS WHERE PLANTINGS ARE PROPOSED.
- ALL AREAS MARKED SOD ON THE PLANS, SHALL BE SODDED WITH 95% WEED-FREE ST. AUGUSTINE "FLORATAM" SOD. SOD SHALL BE INSTALLED WITH TIGHT JOINTS, SOILED, AND FERTILIZED. NUTRIENTS SHALL BE ADDED TO THE SOIL AS PER SOIL TESTING RESULTS.
- ST. AUGUSTINE SOD SHALL BE USED ON ALL AREAS SO MARKED AS IN SWALES, RIGHT-OF-WAYS, DISTURBED AREAS, OR OTHER AREAS SUBJECT TO EROSION.
- LANDSCAPE CONTRACTOR IS TO LOCATE AND VERIFY ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING THE WORK. THE LANDSCAPE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO UTILITY OR IRRIGATION.
- LANDSCAPE CONTRACTOR IS TO VERIFY ALL DRAWINGS AND CHECK FOR DISCREPANCIES AND BRING THEM TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO COMMENCING WITH THE WORK.
- THE PLANT MATERIALS SCHEDULE IS PROVIDED FOR THE CONVENIENCE OF THE LANDSCAPE CONTRACTOR. SHOULD THERE BE ANY DISCREPANCY, PLANTING PLANS SHALL TAKE PRECEDENCE OVER THE PLANT LIST.
- NO SUBSTITUTIONS WILL BE MADE AT THE TIME OF BIDDING OR CHANGES OF ANY KIND, SO AS TO PROVIDE FOR FAIR COMPARISONS. NO FURTHER CHANGES ARE TO BE MADE WITHOUT PRIOR CONSENT OF THE LANDSCAPE ARCHITECT.
- OWNER TO BE RESPONSIBLE FOR IRRIGATION OF ALL PLANT MATERIALS.
- ALL BUILDING MATERIALS AND LABOR ARE TO CONFORM TO THE SOUTH FLORIDA BUILDING CODE AND ALSO TO ALL LOCAL CODES THAT HAVE JURISDICTION.
- ALL PERMIT AND VARIANCE APPLICATION ARE TO BE MADE BY THE CONTRACTOR.
- PRIOR TO CONSTRUCTION OF PLANTING BEDS, ALL AREAS ARE TO HAVE SOIL TESTS CONDUCTED TO DETERMINE PH AND FERTILITY. IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO AMEND THE SOIL TO MEET ADEQUATE FERTILITY AND PH. FOR CORRESPONDING PLANT MATERIALS.
- REMOVE ALL TAGS FROM INSTALLED PLANT MATERIALS.
- PLACE TERRA SORB UNDER THE ROOT BALL OF ALL PLANT MATERIALS.
- ALL TREES ARE TO BE GUYED WITH "DUCKBILL" ANCHORING SYSTEMS OR AN APPROVED EQUAL. PALMS WRAPPED WITH BURLAP AND WOOD STAKES.
- ALL TREE CALIPERS ARE TO BE MEASURED ACCORDING TO LOCAL CODES AND ORDINANCES.
- ALL QUESTIONS CONCERNING THE PLAN AND/OR SPECIFICATIONS ARE TO BE DIRECTED TO THE LANDSCAPE ARCHITECT. (386) 788-3788
- ALL PLANT MATERIAL TO BE GUARANTEED FOR A PERIOD OF NOT LESS THAN ONE (1) YEAR FROM THE TIME OF FINAL ACCEPTANCE. ALL REPLACEMENTS TO BE MADE WITHIN TWO (2) WEEKS OF CONTRACTOR NOTIFICATION.

CITY STAMP OF APPROVAL

NO.	DATE	DESCRIPTION

3411 SOUTH ATLANTIC AVENUE
LANDSCAPE DETAILS, NOTES, & SCHEDULE

THE STERN DESIGN GROUP, P.A.
LANDSCAPE ARCHITECTS LAND PLANNERS
1685 Promenade Circle, Port Orange, Florida 32129
(386) 788-3788 CELL (386) 290-6411
SternDesignGroup@att.net



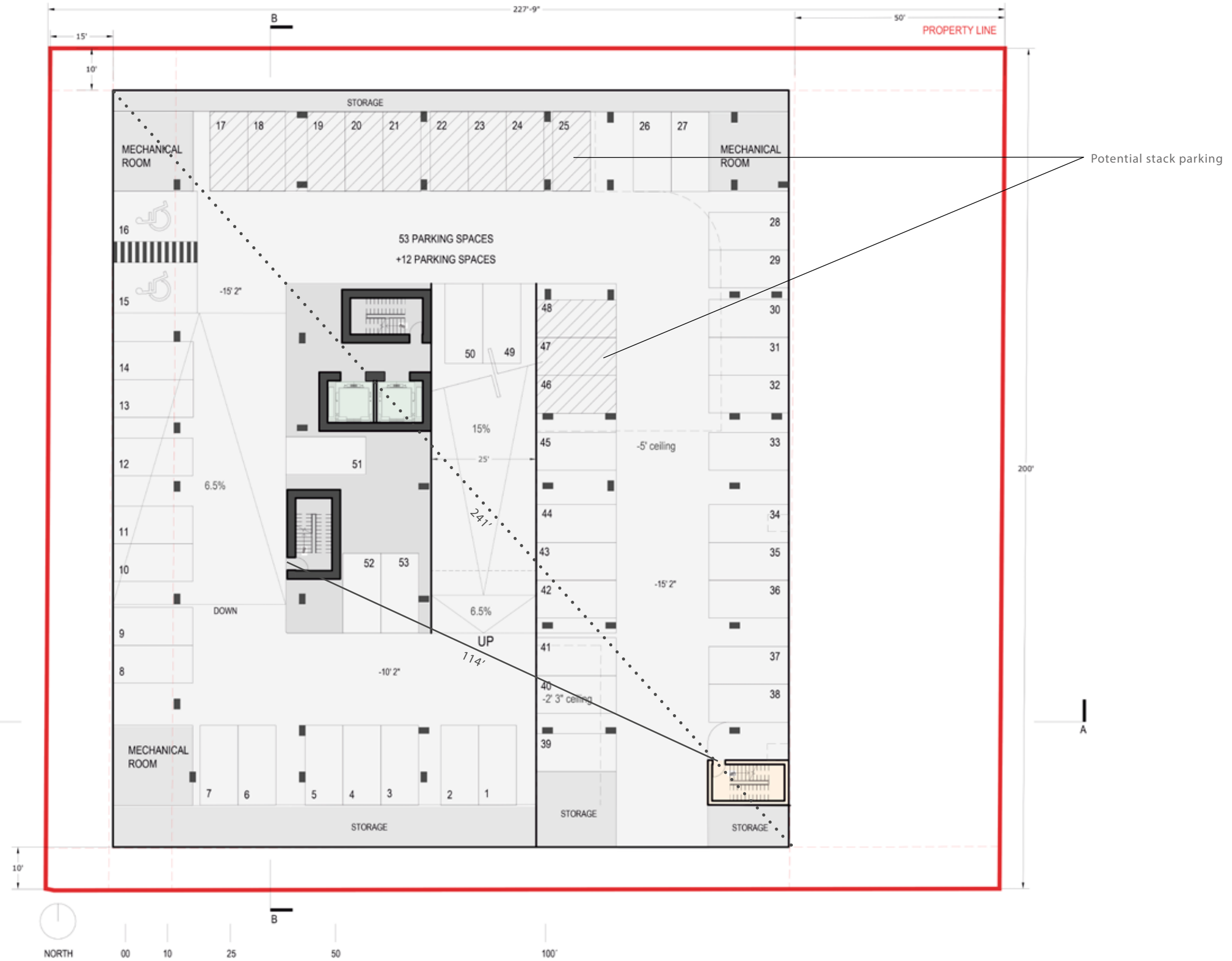
SCALE:	AS SHOWN
DESIGNED:	JBS
DRAWN:	JS
DATE:	06/22/2023
PROJECT NO.	PG 973
973-LANDSCAPE DTLS	
SHEET	L 2 OF 2

Exhibit C
Conceptual Architectural Elevations



SERENA BY THE SHORES

CONCEPT DESIGN / ARCHITECTURAL DRAWINGS
OCTOBER 2023



2

CONCEPT DESIGN

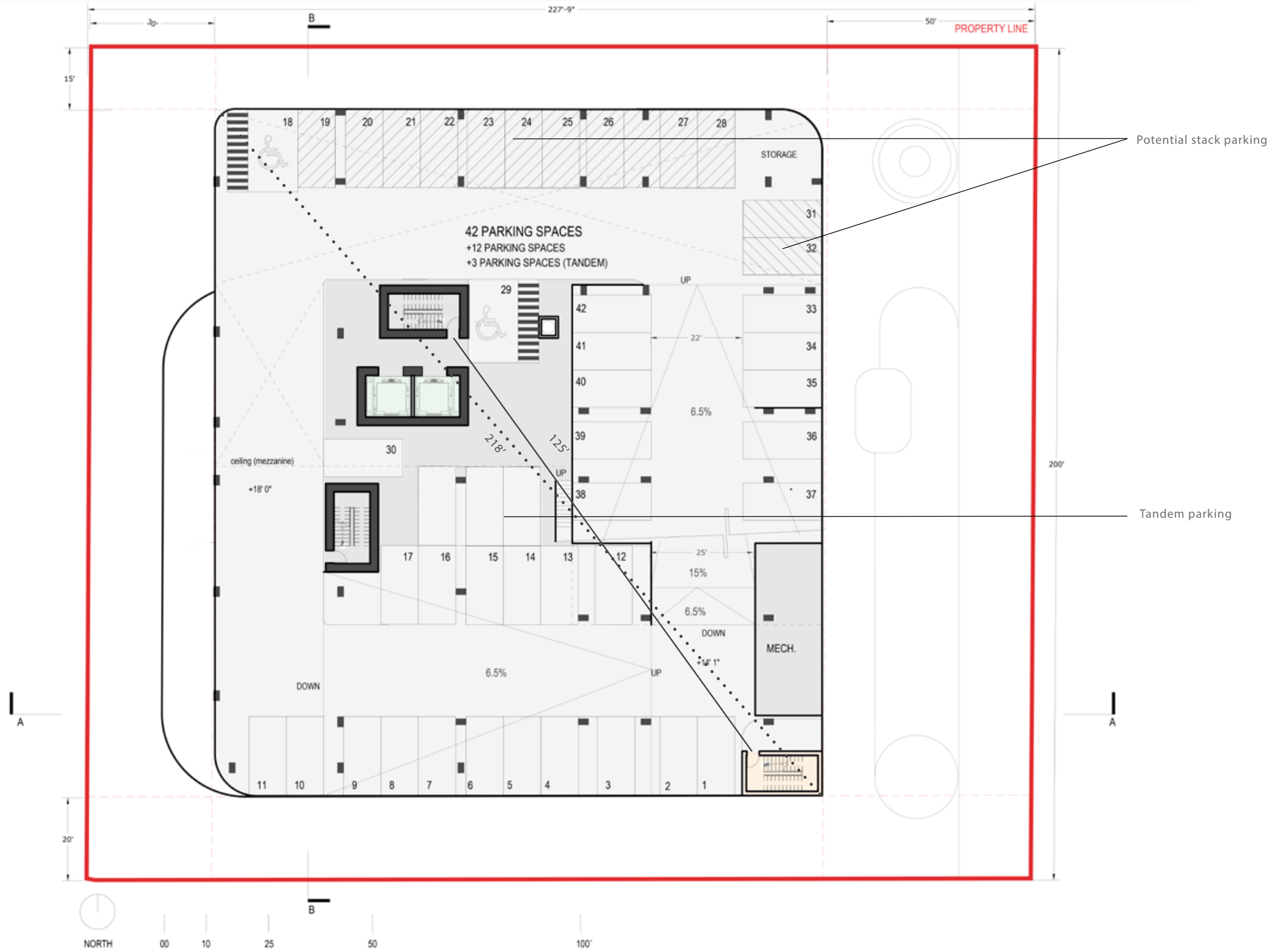
BASEMENT / PARKING P-1, L. - 15'2"



3

CONCEPT DESIGN
GROUND FLOOR PLAN / LOBBY - BAKERY - PARKING - BEACHCLUB. P1, L. +0'0"

Copyright GVI 2023

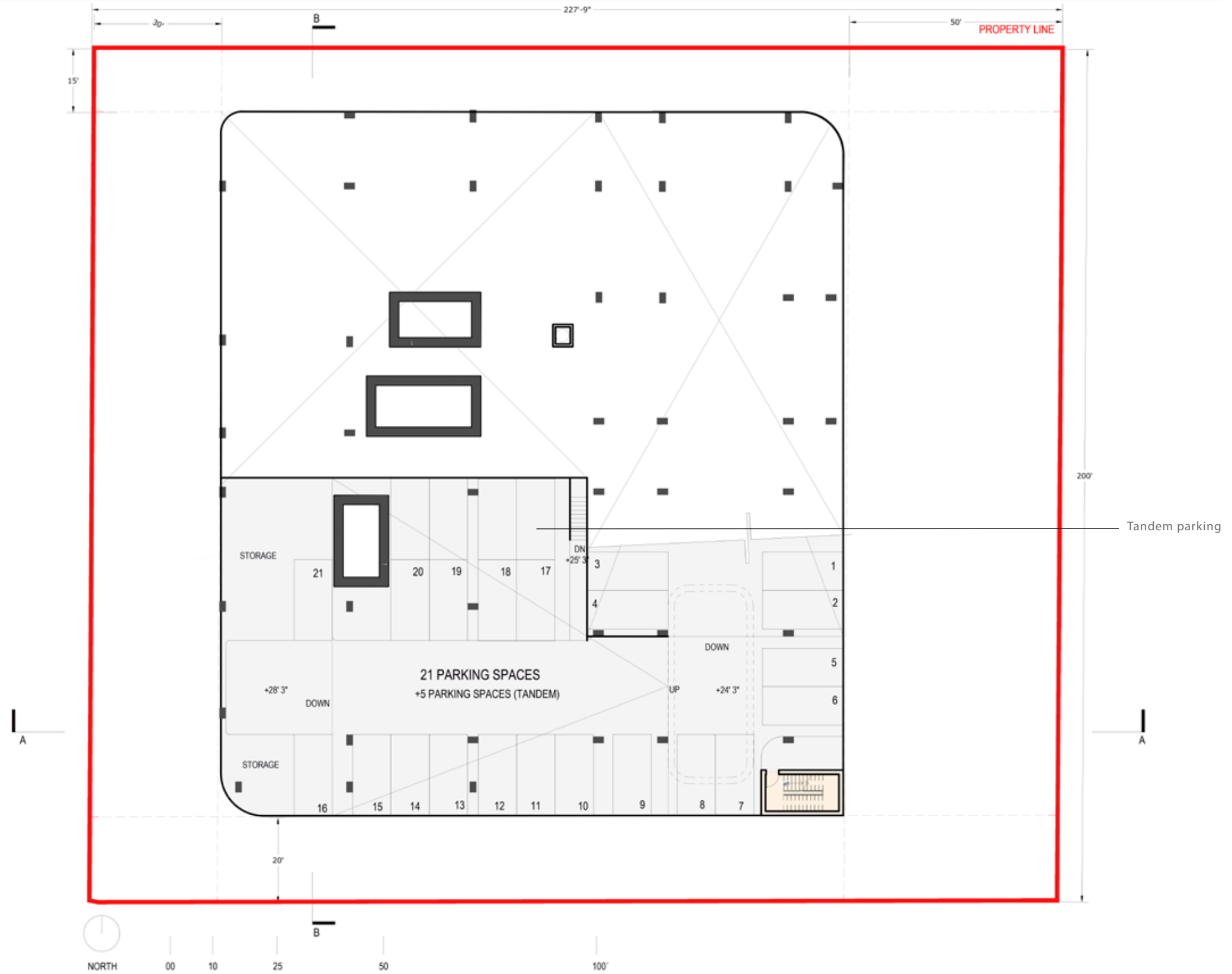


4

CONCEPT DESIGN

SECOND FLOOR PLAN / PARKING. P2, L. +18'0"

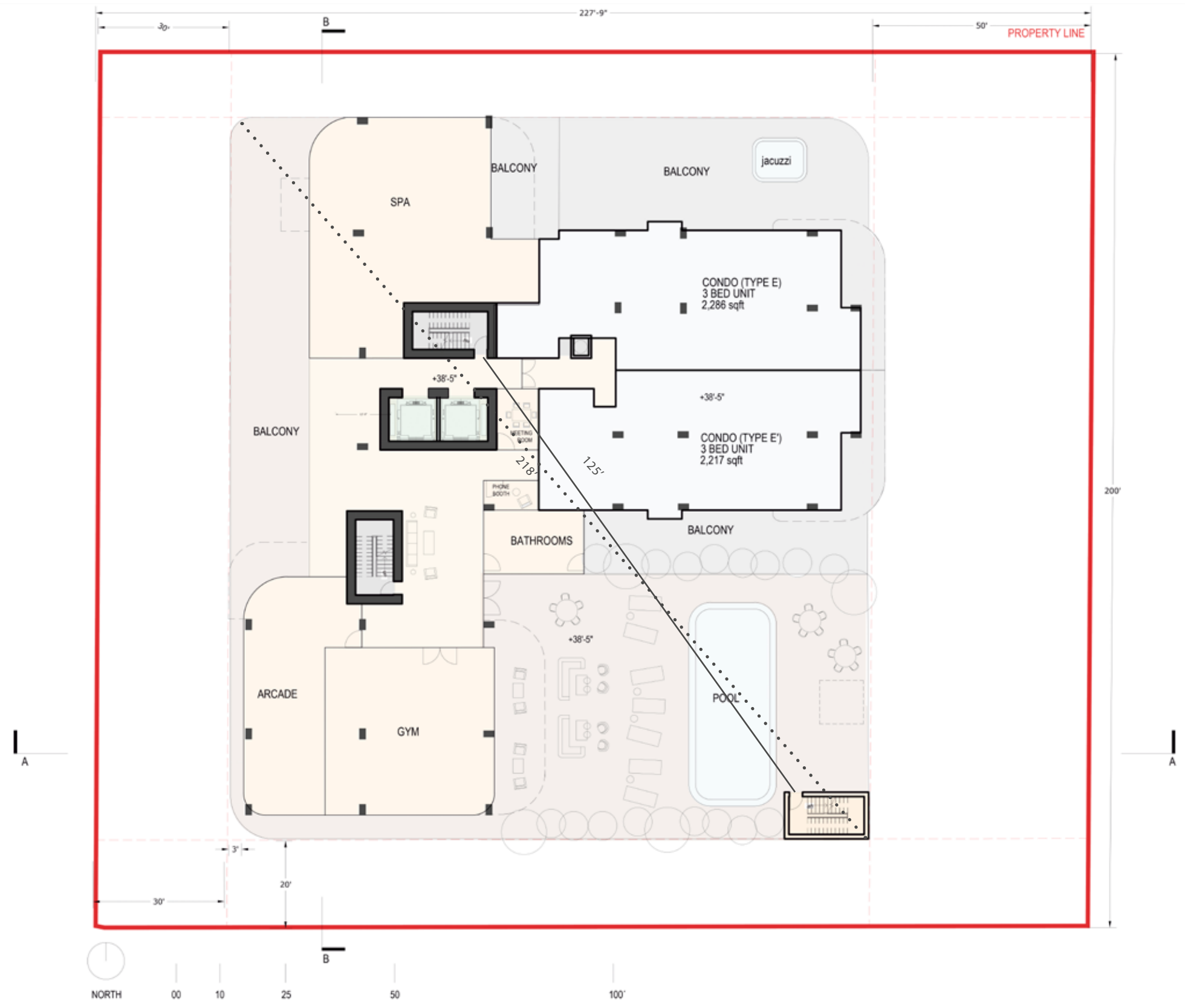
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CONCEPT DESIGN

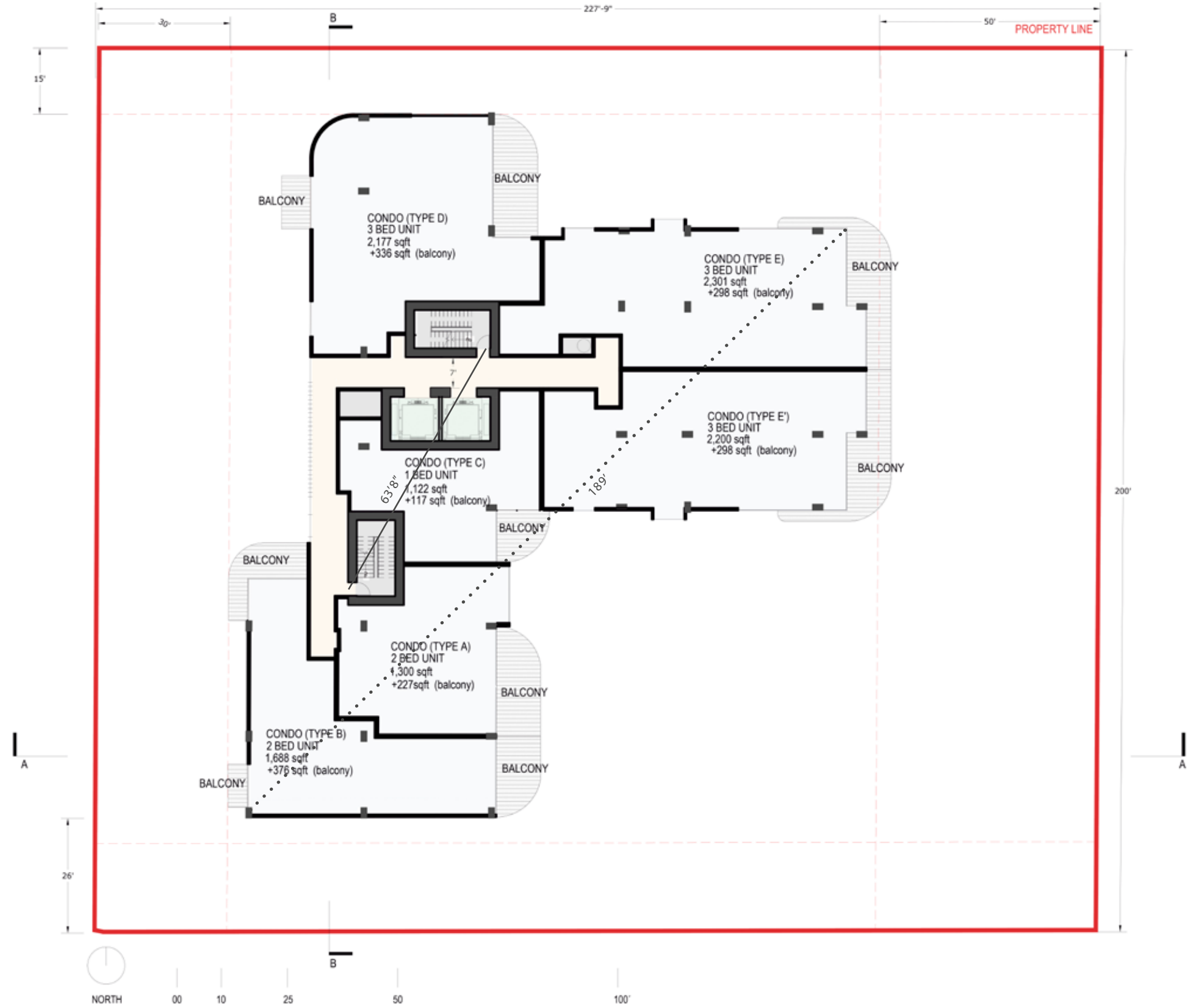
MEZZANINE , M, L. + 28'3"

6



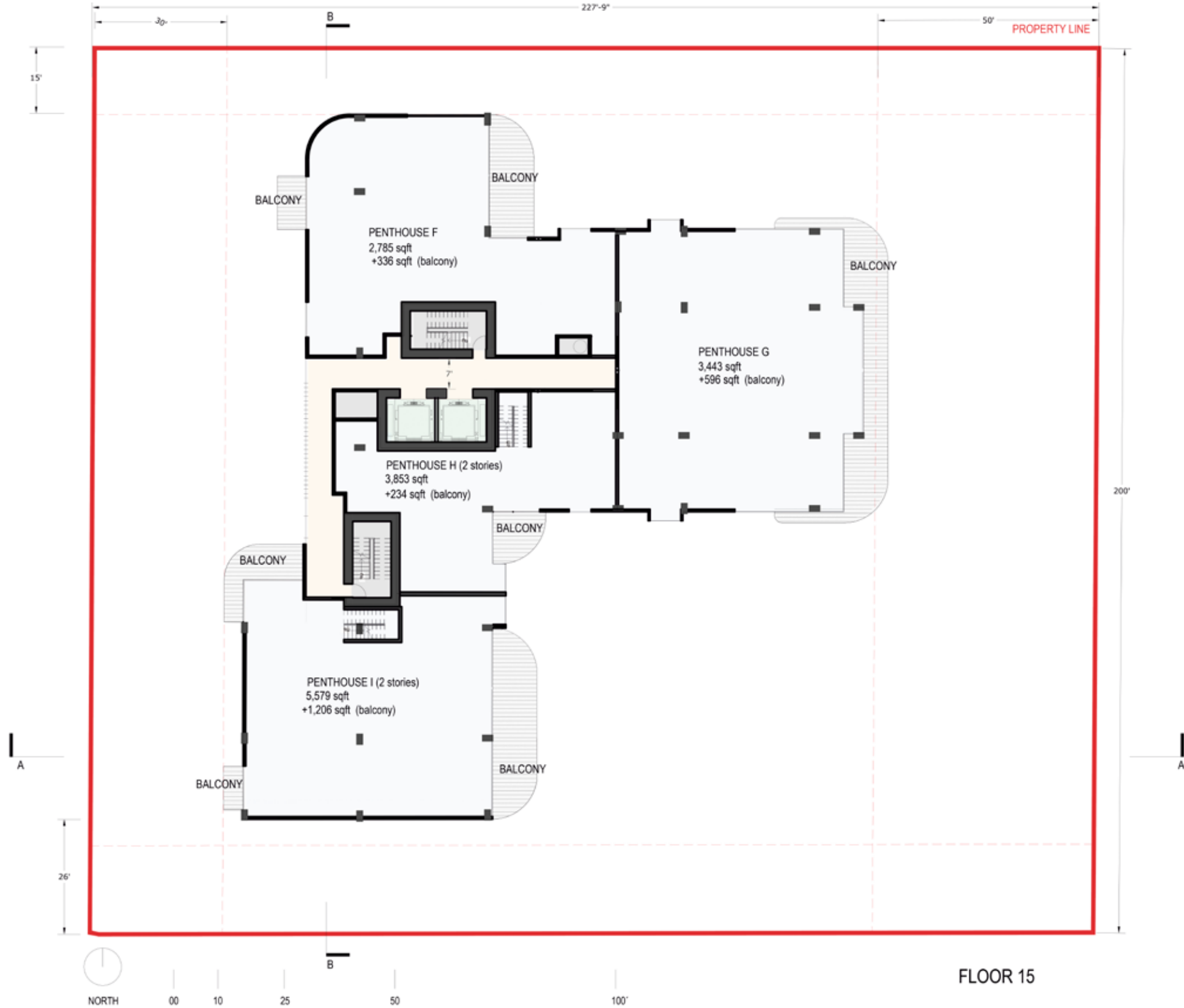
CONCEPT DESIGN

AMENITIES (L1) L. + 38'5"



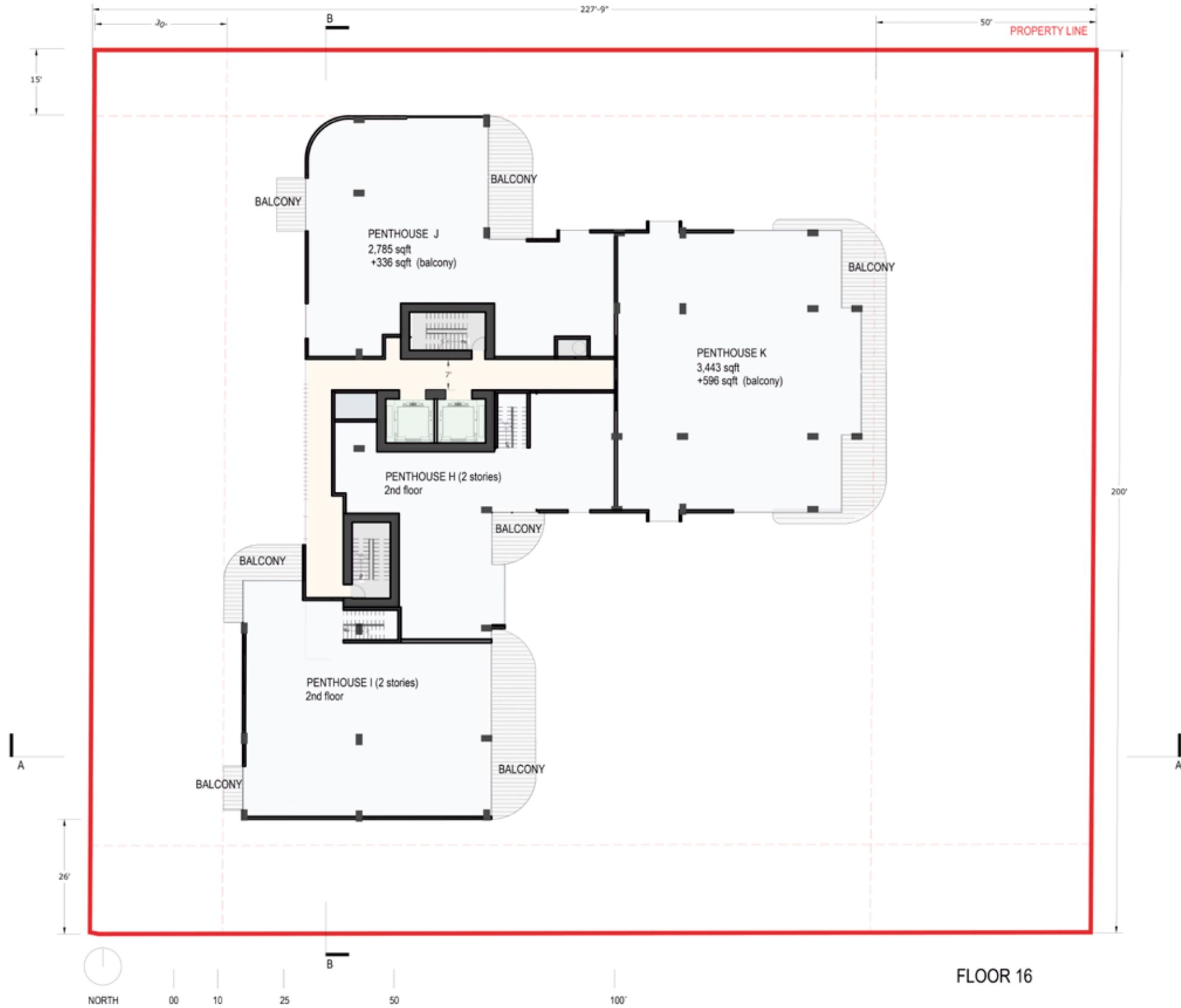
7

CONCEPT DESIGN
TYPICAL FLOORS (CONDOS), L2-L14. L+. VARIES



8

FLOOR 15

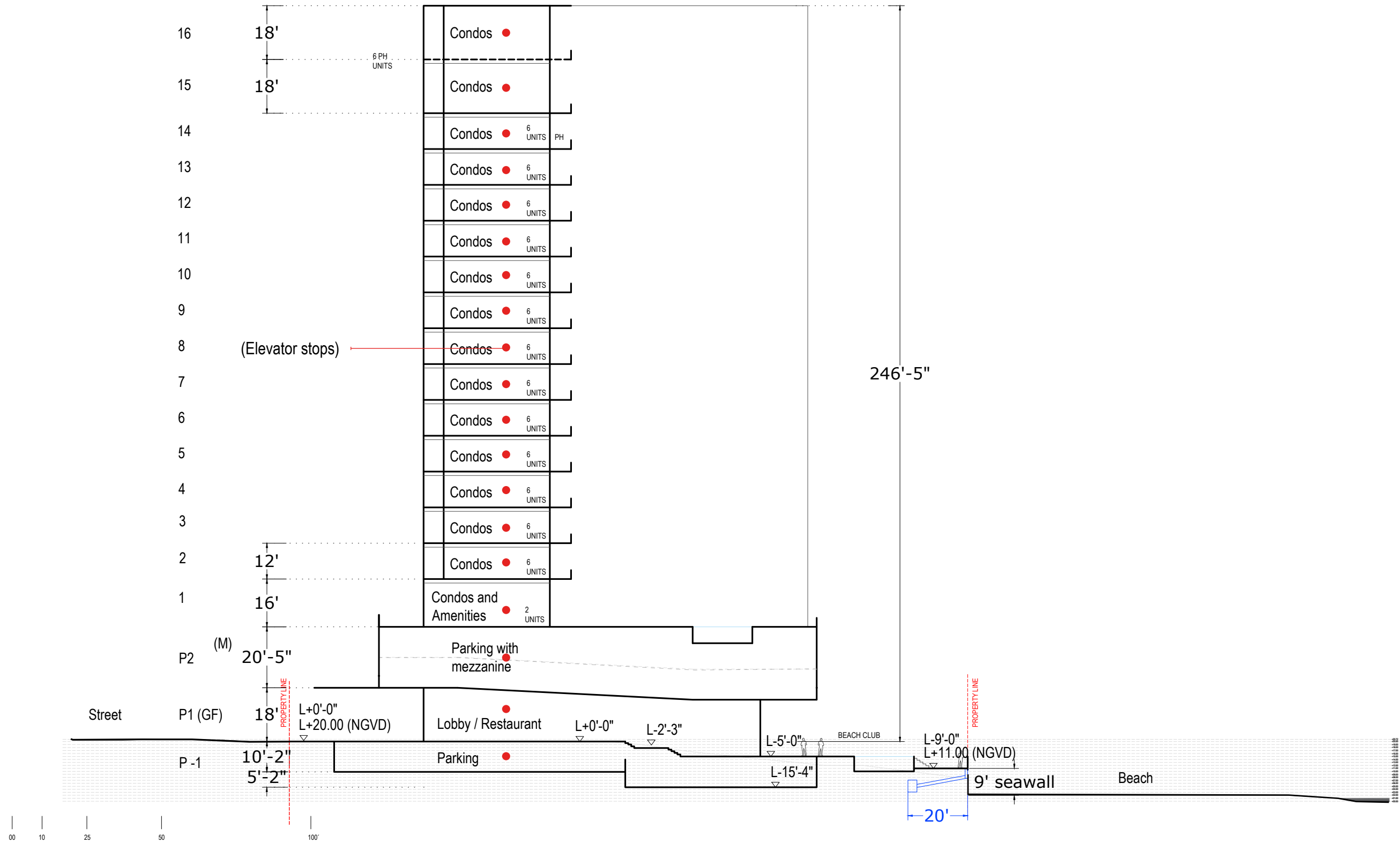




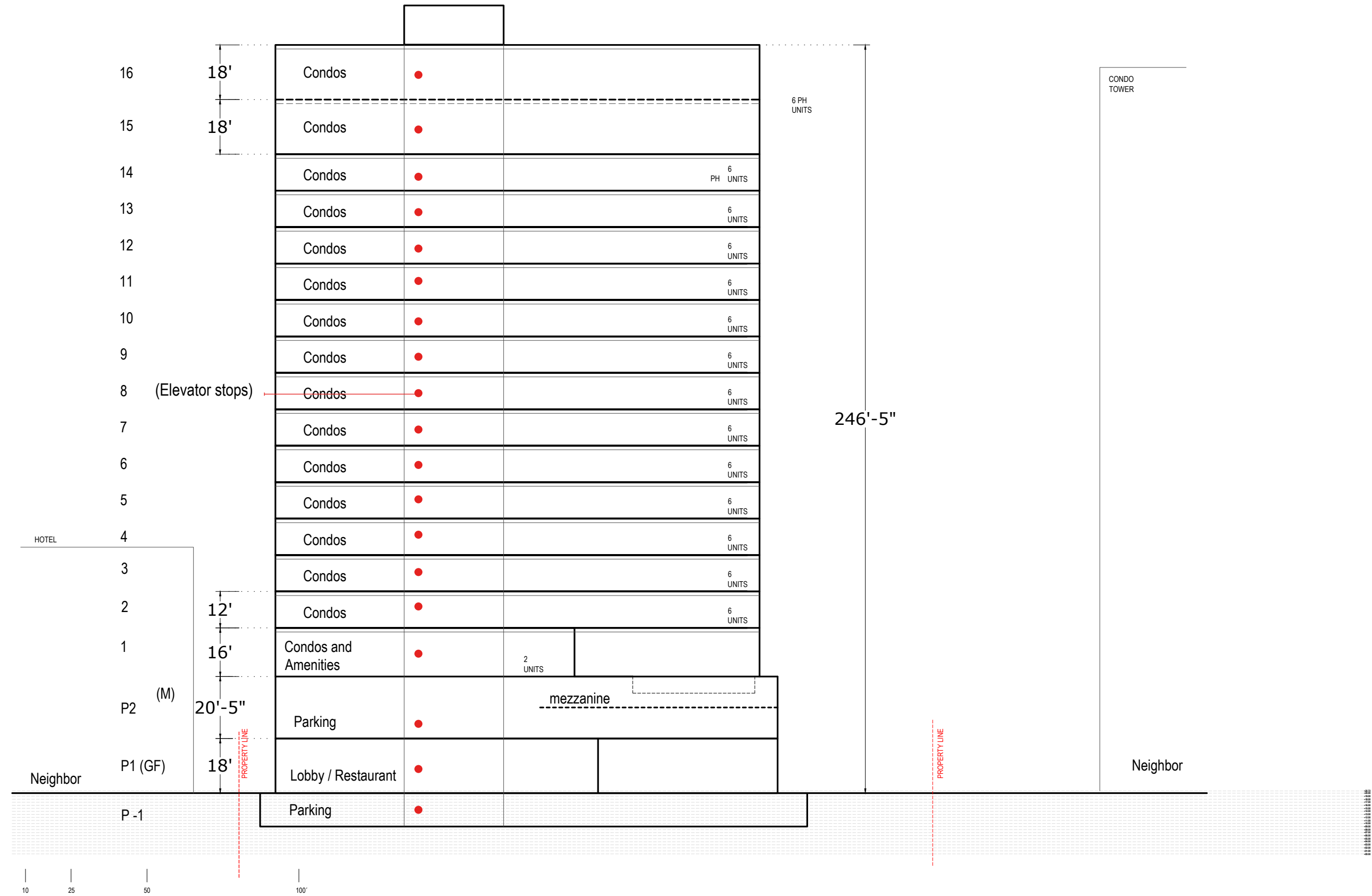
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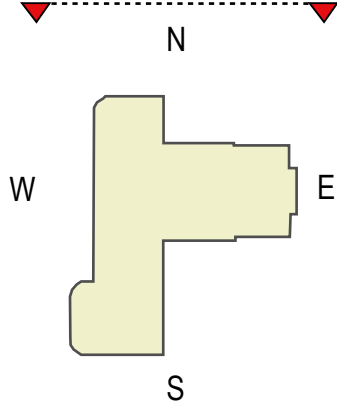
ROOFTOP FLOOR L. + 246'-5"



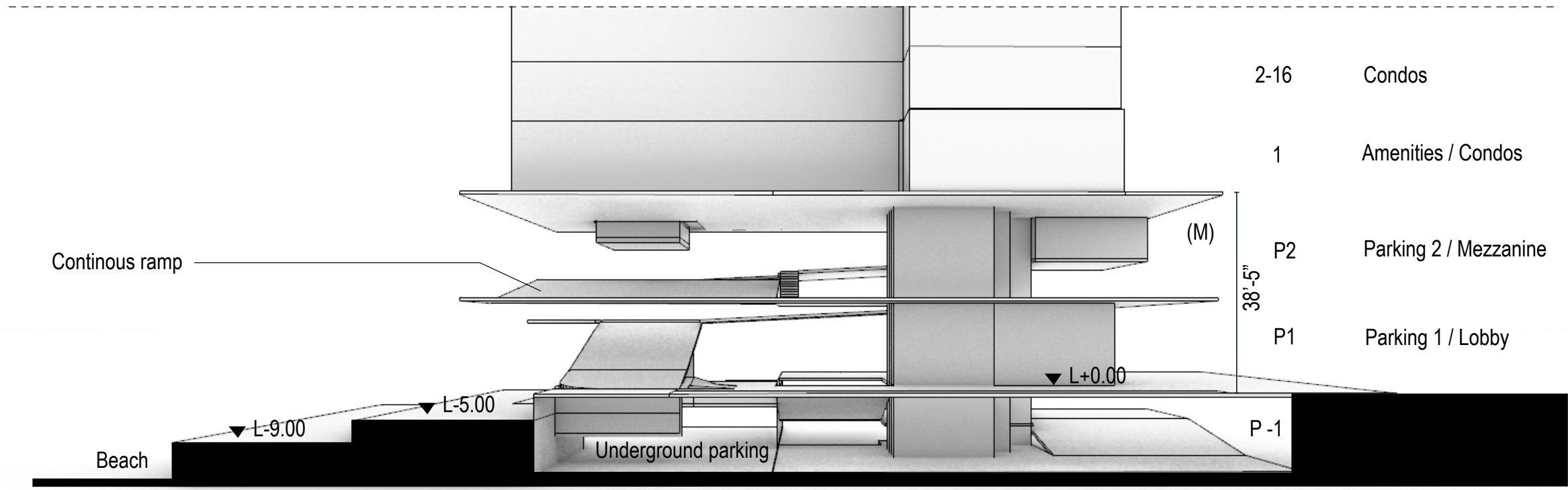
CONCEPT DESIGN
SECTION A



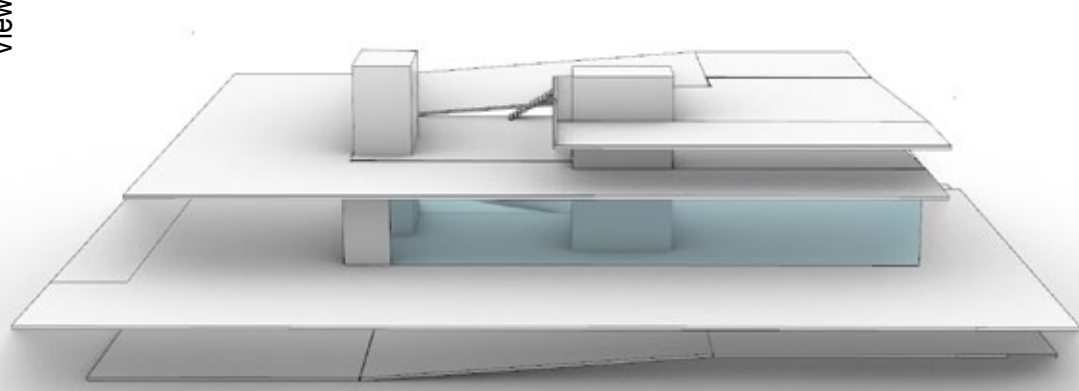
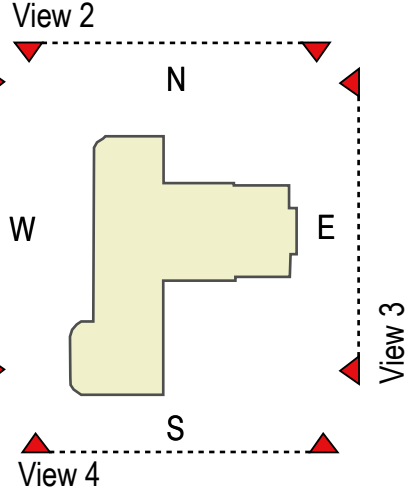
CONCEPT DESIGN
SECTION B



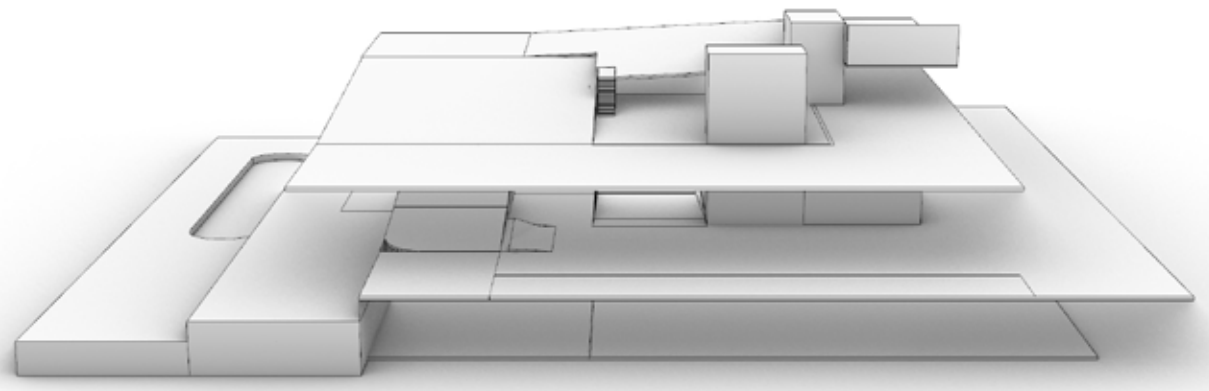
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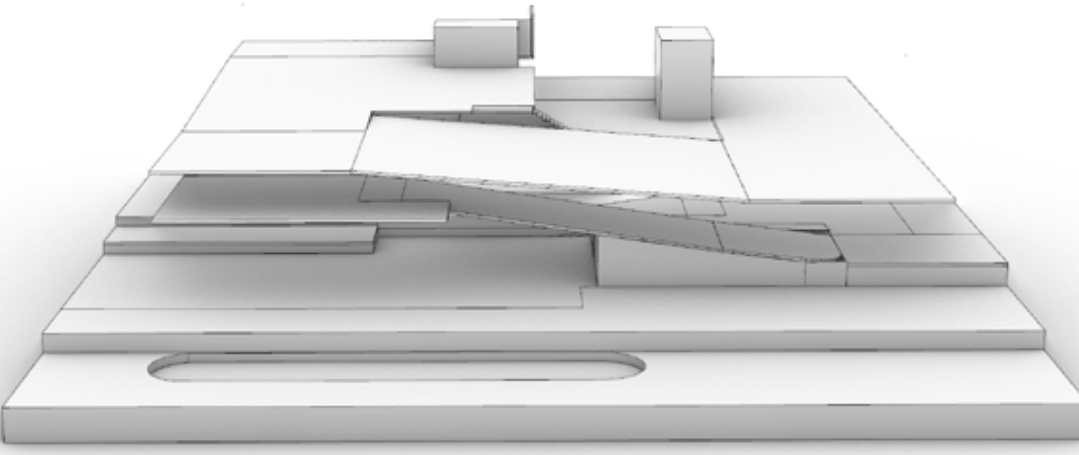
VIEW 2



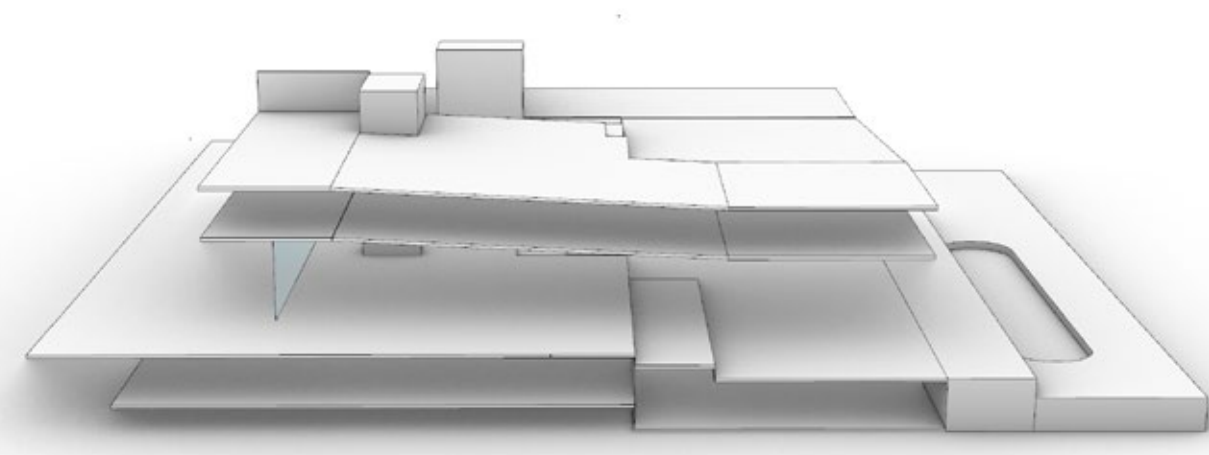
VIEW 1



VIEW 2



VIEW 3



VIEW 4



Artist Rendering.
All images and designs depicted herein are artist's conceptual renderings, which are based upon preliminary development plans, and are subject to change without notice in the manner provided in the offering documents.
All such materials are not to scale and are shown solely for illustrative purposes.



Artist Rendering.
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All such materials are not to scale and are shown solely for illustrative purposes.



17

Artist Rendering.
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All such materials are not to scale and are shown solely for illustrative purposes.

18



Artist Rendering.
All images and designs depicted herein are artist's conceptual renderings, which are based upon preliminary development plans, and are subject to change without notice in the manner provided in the offering documents.
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19



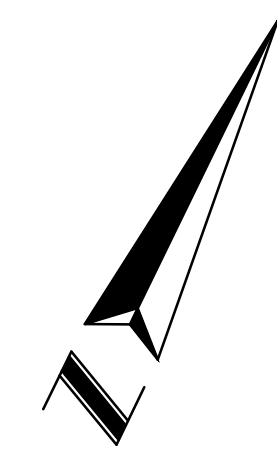
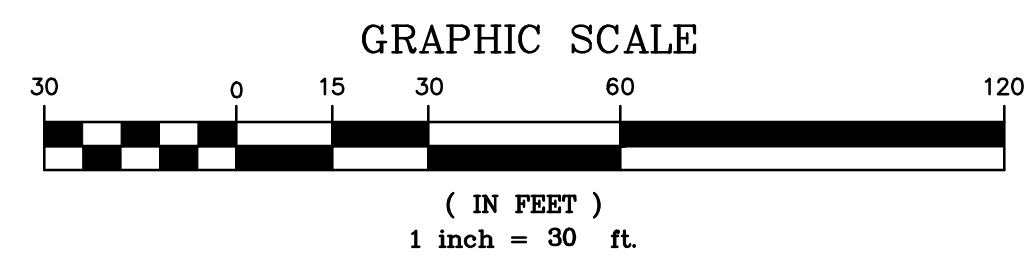
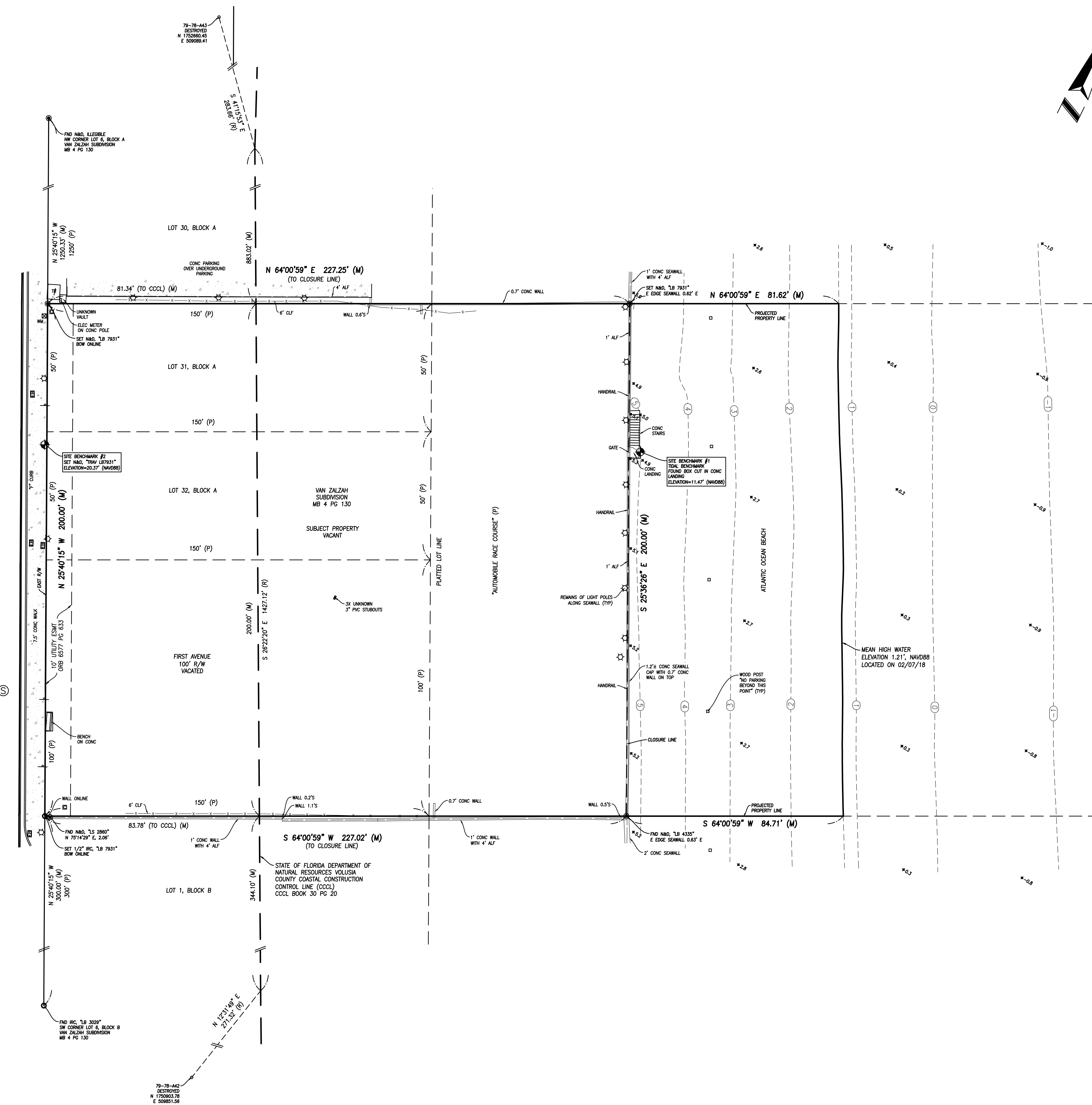
Artist Rendering.
All images and designs depicted herein are artist's conceptual renderings, which are based upon preliminary development plans, and are subject to change without notice in the manner provided in the offering documents.
All such materials are not to scale and are shown solely for illustrative purposes.

**SOUTH ATLANTIC AVENUE
STATE ROAD 41A**

OCEAN AVENUE (P) ROAD
80' WIDE RIGHT OF WAY MAP
DEPARTMENT RIGHT OF WAY MAP
SECTION 7983-(150) 250

ASPHALT ROADWAY

ASPHALT ROADWAY



LEGEND:

ALF	ALUMINUM FENCE
BOW	BACK OF WALK
CCCL	COASTAL CONSTRUCTION CONTROL LINE
CLF	CHAIN LINK FENCE
CONC	CONCRETE
E	EASTING
ESMT	EASEMENT
FND	FOUND
IRC	IRON ROD & CAP
(M)	AS MEASURED
MB	MAP BOOK
N	NORTHING
N&D	NAIL & DISK
ORB	OFFICIAL RECORDS BOOK
(P)	PER PLAT
PG	PAGE
(R)	PER RECORD
R/W	RIGHT-OF-WAY
TR	TRANSFORMER
(TYP)	TYPICAL
□	COMMUNICATIONS RISER
⊕	BENCHMARK
⊞	ELECTRIC BOX
⊙	LIGHT POLE
⊗	SPOT ELEVATION MARKER
⊖	TRAFFIC SIGN
⊕	WATER METER
⊕	SANITARY MANHOLE

LEGAL DESCRIPTION:

PARCEL 1: LOTS 31 AND 32, BLOCK A, VAN ZALZAH SUBDIVISION PORT ORANGE BEACH, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 4, PAGE(S) 130, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 2: ALL THAT PART OF FIRST AVENUE LYING BETWEEN LOT 1, BLOCK B AND LOT 32, BLOCK A AND EAST OCEAN AVENUE IN VAN ZALZAH SUBDIVISION PORT ORANGE BEACH, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 4, PAGE(S) 130, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

SURVEYORS NOTES:

1. SURVEY MADE WITH BENEFIT OF AMERICAN LAND TITLE ASSOCIATION COMMITMENT BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, ISSUING OFFICE FILE NUMBER: 18-0051, ORDER NO.: 6795953, BEARING A COMMITMENT DATE OF 01/27/18 AT 5:00 PM.
2. COORDINATE DATA AND HORIZONTAL ROTATION ARE RELATIVE TO FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN 1927 DATUM (NAD27), FLORIDA MERCATOR EAST ZONE, AS ESTABLISHED BY THE VOLUSIA COUNTY COASTAL CONSTRUCTION CONTROL LINE PERMANENT REFERENCE MONUMENTS 79-78-A36, 79-78-A38, AND 79-78-A33.
3. BEARINGS SHOWN HEREON ARE BASED ON THE EAST RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE, THAT BEARING BEING N 25°40'15" W.
4. ELEVATIONS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC SURVEY (NGS) TIDAL BENCHMARK 872 1120 1. ELEVATION=14.13', RELATIVE TO NAVD 1988 DATUM.
5. THE MEAN HIGH WATER ELEVATION OF 1.21', RELATIVE TO NAVD 88 DATUM, AS SHOWN HEREON, WAS ESTABLISHED BY EXTENDING THE ELEVATION SHOWN AT MEAN HIGH WATER INTERPOLATION POINT NUMBER 100905.
6. THIS MEAN HIGH WATER LINE SURVEY COMPLIES WITH CHAPTER 177, PART II, FLORIDA STATUTES.
7. ACCORDING TO FIRM PANEL NUMBER 1212700338U, DATED SEPTEMBER 29, 2017 THE SUBJECT PROPERTY LIES IN ZONES "X" AND "Y". BASE FLOOD ELEVATION OF ZONE "Y" = 10.00' (NAVD 88 DATUM) PER FIRM. ALL PROPERTY WEST OF SEAWALL IS ABOVE THE BASE FLOOD ELEVATION AND IS LOCATED IN ZONE "X".
8. NO UNDERGROUND UTILITIES, FOUNDATIONS, OR OTHER FEATURES HAVE BEEN LOCATED BY THIS SURVEY, EXCEPT AS SHOWN.
9. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER.

SURVEY CERTIFIED TO:

WESTGATE RESORTS, LTD., A FLORIDA LIMITED PARTNERSHIP
FIDELITY NATIONAL TITLE INSURANCE COMPANY
RICE LAW FIRM, P.A.
GREENSPOON MARDER LLP

SURVEY CERTIFICATION:

I HEREBY CERTIFY THAT THE INFORMATION PROVIDED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, THAT THE INFORMATION WAS GATHERED AND PREPARED UNDER MY DIRECT SUPERVISION, AND THAT ALL INFORMATION CONFORMS TO THE STANDARDS OF PRACTICE AS SET FORTH IN RULE 5J-17, ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTE 472 AS APPLICABLE.

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

02/15/18
DATE

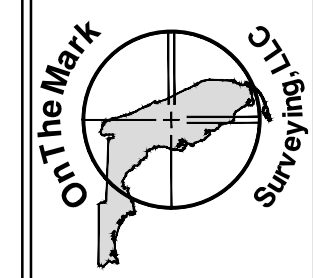
Corey A. Hopkins, L.S. 6743
Corey A. Hopkins, L.S. 6743

No.	1	2	3	4	5	6
Revisions	Boundary, Topo & Mean High Water Survey					
Date	02/14/18					

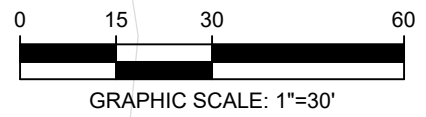
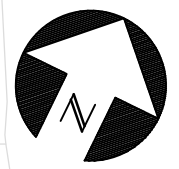
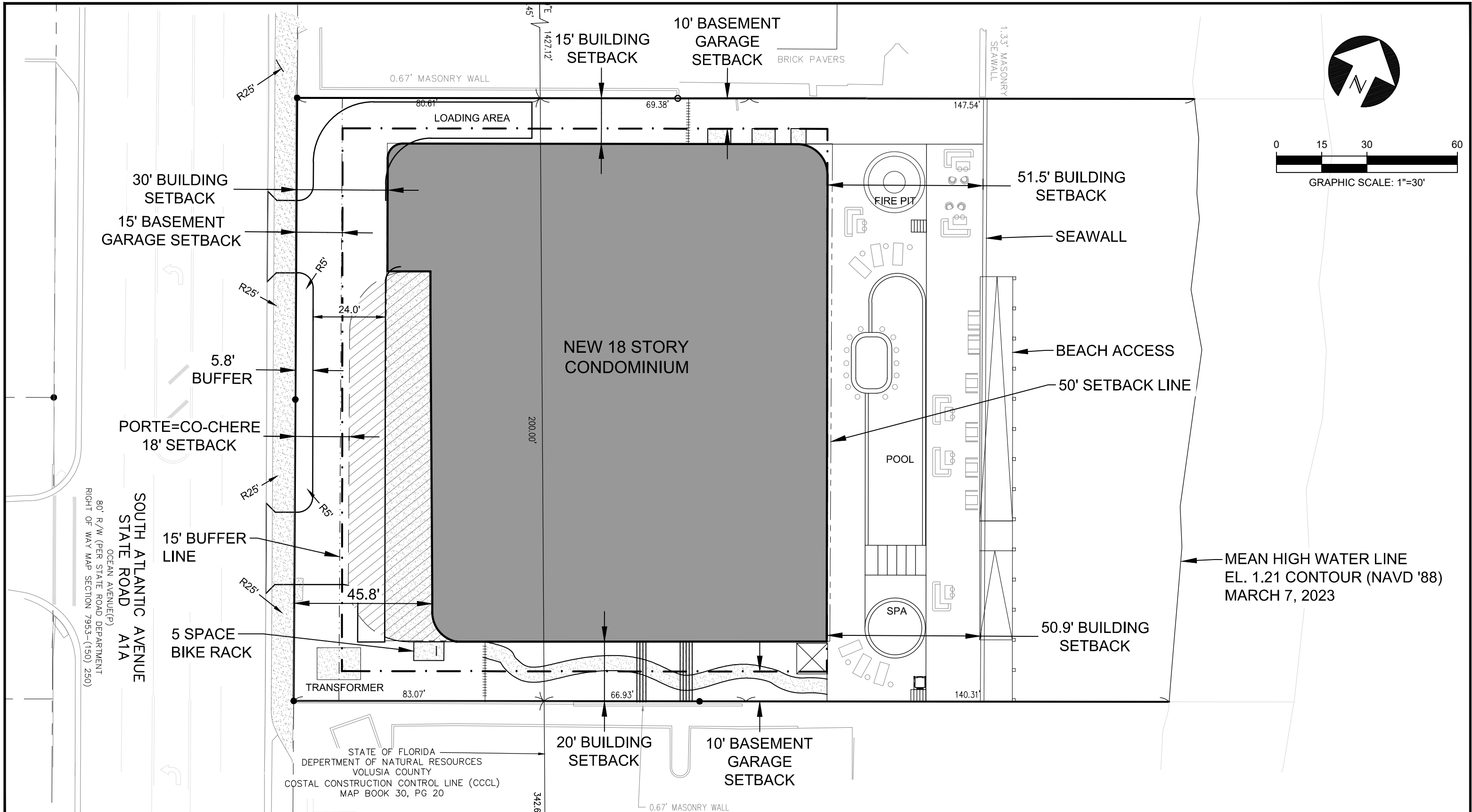
**Boundary, Partial Topographic,
and Mean High Water Survey**

**3411 South Atlantic Avenue
Daytona Beach Shores, Florida**

On the Mark Surveying, LLC
LB 7931
143 Meadow Boulevard
Sanford, Florida 32771
Phone: (321)626-6376
Email: OTMSurveying@gmail.com



Drawn by:
CAH
Checked by:
CAH
Project:
3411 S ATLANTIC
Field Date:
02/07/18
Scale:
1"=20'
Sheet 1 of 1



SOUTH ATLANTIC AVENUE
 STATE ROAD 11A
 OCEAN AVENUE(P)
 80' R/W (PER STATE ROAD DEPARTMENT
 RIGHT OF WAY MAP SECTION 7953-(150) 250)

STATE OF FLORIDA
 DEPARTMENT OF NATURAL RESOURCES
 VOLUSIA COUNTY
 COSTAL CONSTRUCTION CONTROL LINE (CCCL)
 MAP BOOK 30, PG 20

NO.	DATE	APPR.	REVISION
1	8/1/23	JHH	REVISED PER CITY COMMENTS DATED 7/28/23
2	10/26/23	JHH	REVISED PER CITY COMMENTS DATED 10/11/23

SITE PLAN - BASEMENT & GROUND FLOOR PLAN

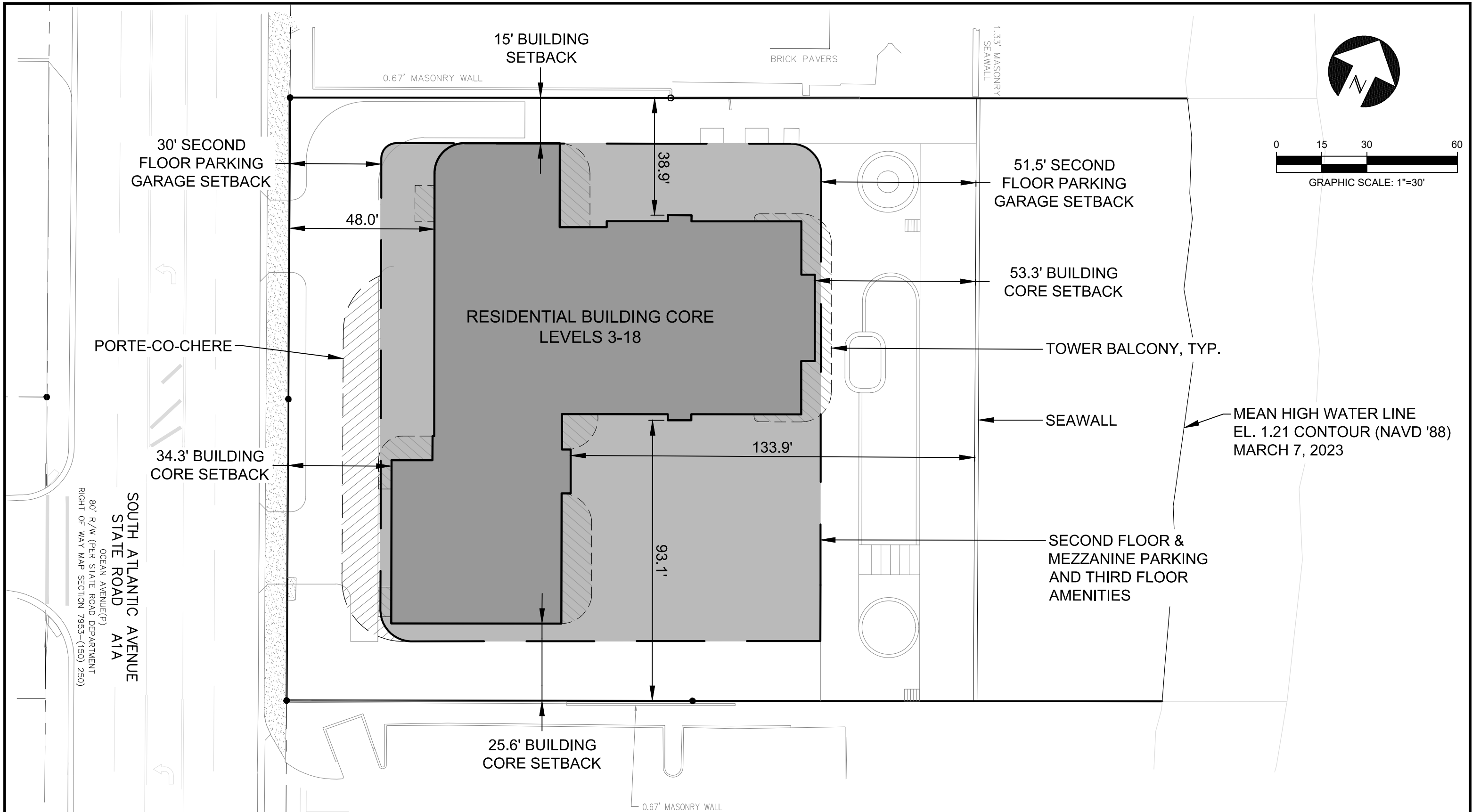
 3411 S. ATLANTIC AVE.
 NOT RELEASED FOR CONSTRUCTION

THE PERFORMANCE GROUP
CIVIL ENGINEERING / PLANNING / DEVELOPMENT

JOSEPH H. HOPKINS, P.E. NO. 48059
 LICENSED BUSINESS CERTIFICATION NO. 7175
 100 MARINA POINT DR. DAYTONA BEACH, FL 32114
 PHONE: (386)239-7166 FAX: (386)239-7120

SCALE: 1"=30'
 DESIGNED: JHH
 DRAWN: KMP
 DATE: 6/21/23
 PROJECT NO.
973
 973-SITE PLAN 3
 SHEET **C1** OF **5**

P.E. LIC. 48059
 BUS. CERT. LIC. 7175



SOUTH ATLANTIC AVENUE
 STATE ROAD A1A
 OCEAN AVENUE(P)
 80' R/W (PER STATE ROAD DEPARTMENT
 RIGHT OF WAY MAP SECTION 7953-(150) 250)

NO.	DATE	APPR.	REVISION
1	8/1/23	JHH	REVISED PER CITY COMMENTS DATED 7/26/23
2	10/26/23	JHH	REVISED PER CITY COMMENTS DATED 10/11/23

SITE PLAN - SECOND FLOOR & TOWER PLAN

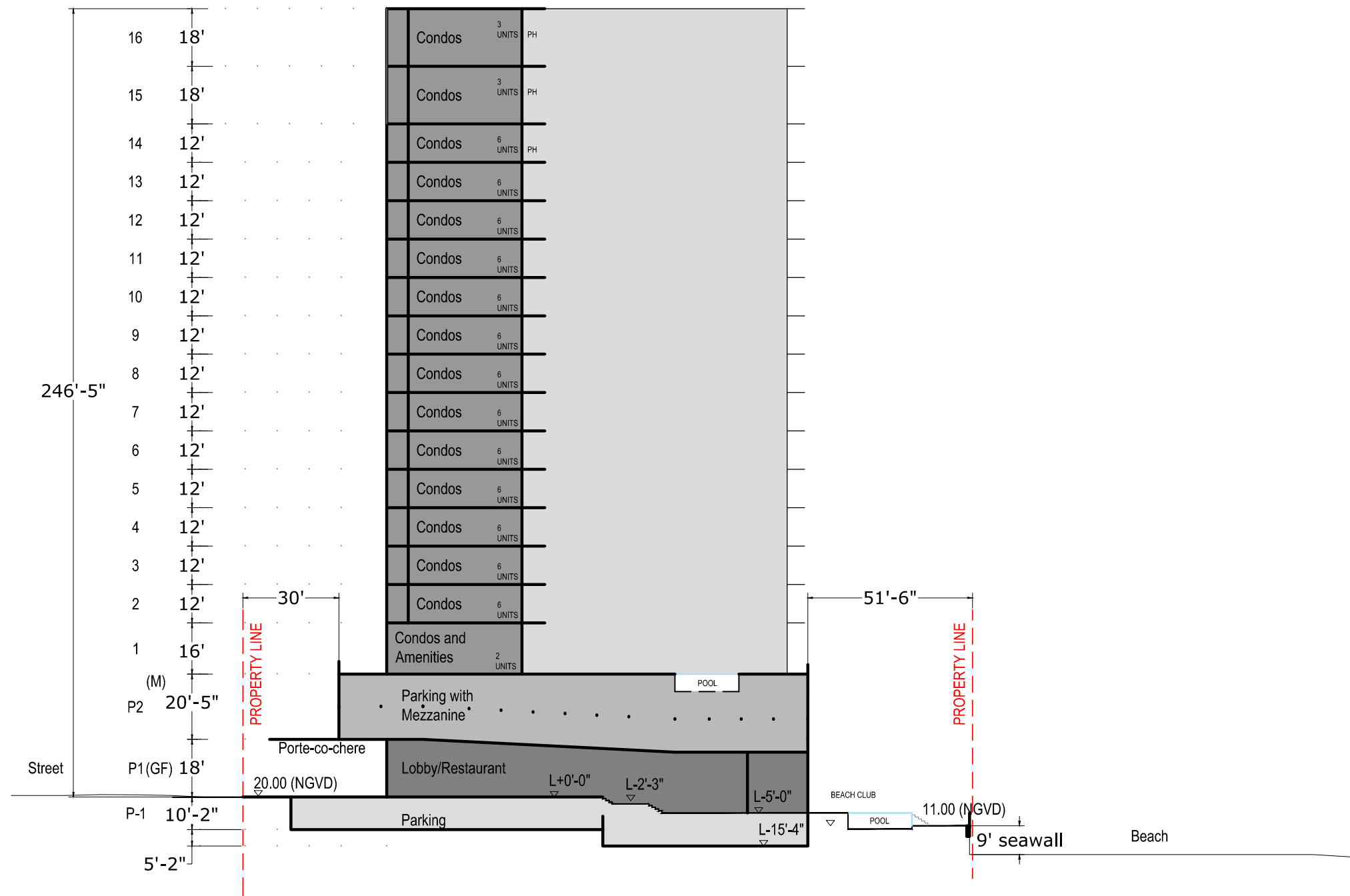
 3411 S. ATLANTIC AVE.
 NOT RELEASED FOR CONSTRUCTION

THE PERFORMANCE GROUP
CIVIL ENGINEERING / PLANNING / DEVELOPMENT

JOSEPH H. HOPKINS, P.E. NO. 48059
 LICENSED BUSINESS CERTIFICATION NO. 7175
 100 MARINA POINT DR. DAYTONA BEACH, FL 32114
 PHONE: (386)239-7166 FAX: (386)239-7120

P.E. LIC. 48059
 BUS. CERT. LIC. 7175

SCALE:	1"=30'
DESIGNED:	JHH
DRAWN:	KMP
DATE:	6/21/23
PROJECT NO.	973
	973-SITE PLAN 3
SHEET	C2 OF 5



NO.	DATE	APPR.	REVISION
1	8/1/23	JHH	REVISED PER CITY COMMENTS DATED 7/26/23
2	10/26/23	JHH	REVISED PER CITY COMMENTS DATED 10/11/23

EAST - WEST BUILDING SECTION

3411 S. ATLANTIC AVE.

NOT RELEASED FOR CONSTRUCTION

THE PERFORMANCE GROUP
CIVIL ENGINEERING / PLANNING / DEVELOPMENT



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LICENSED BUSINESS CERTIFICATION NO. 7175
100 MARINA POINT DR. DAYTONA BEACH, FL 32114
PHONE: (386)239-7166 FAX: (386)239-7120

SCALE: NONE

DESIGNED: JHH

DRAWN: KMP

DATE: 6/21/23

PROJECT NO.
973

973-SITE PLAN 3

SHEET **C3** OF **5**

SCALE: NONE

DESIGNED: JHH

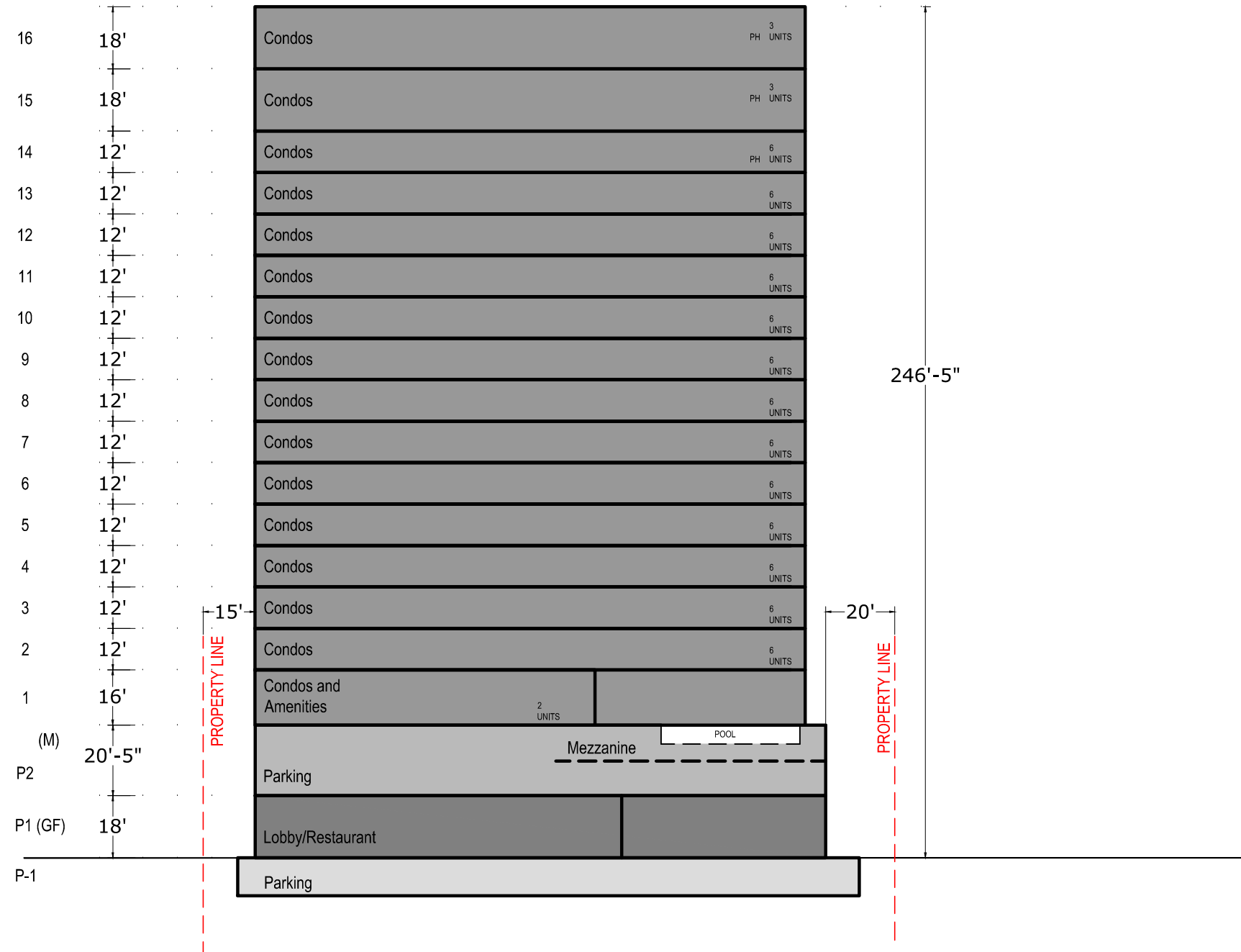
DRAWN: KMP

DATE: 6/21/23

PROJECT NO.
973

973-SITE PLAN 3

SHEET **C3** OF **5**



NO.	DATE	APPR.	REVISION
1	8/1/23	JHH	REVISED PER CITY COMMENTS DATED 7/26/23
2	10/26/23	JHH	REVISED PER CITY COMMENTS DATED 10/11/23

NORTH - SOUTH BUILDING SECTION

3411 S. ATLANTIC AVE.

NOT RELEASED FOR CONSTRUCTION

THE PERFORMANCE GROUP
CIVIL ENGINEERING / PLANNING / DEVELOPMENT



JOSEPH H. HOPKINS, P.E. NO. 48059
LICENSED BUSINESS CERTIFICATION NO. 7175
100 MARINA POINT DR. DAYTONA BEACH, FL 32114
PHONE: (386)239-7166 FAX: (386)239-7120

SCALE: NONE
DESIGNED: JHH
DRAWN: KMP
DATE: 6/21/23
PROJECT NO.
973
973-SITE PLAN 3


SHEET	C4	OF	5
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SUMMARY OF CODE DEVIATION		
WAIVER	REQUIRED	PROVIDED
1 PARKING	175	162
2 LOADING	2	1
3 LOT COVERAGE	35%	60%
4 SHORE PARALLEL BUILDING COVERAGE	65%	83%
5 SIDE SETBACK	NORTH: 94.6'	NORTH: 15.0'
	SOUTH: 94.6'	SOUTH: 20.0'
6 MINIMUM SIDE YARD >12 STORIES	NORTH 40.0'	NORTH: 15.0'
	SOUTH 40.0'	SOUTH: 20.0'
7 PERIMETER BUFFER RIGHT-OF-WAY (A1A)	15.0'	5.8'
8 PERIMETER BUFFER NORTH LOT LINE	5.0'	1.3'
9 GREEN AREA	30%	21%
10 BREEZEWAY VISUAL CORRIDOR	30%	17.5%

NO.	DATE	APPR.	REVISION
1	8/1/23	JHH	REVISED PER CITY COMMENTS DATED 7/26/23
2	10/26/23	JHH	REVISED PER CITY COMMENTS DATED 10/11/23

SUMMARY OF CODE DEVIATION 3411 S. ATLANTIC AVE. NOT RELEASED FOR CONSTRUCTION	
--	--

THE PERFORMANCE GROUP
CIVIL ENGINEERING / PLANNING / DEVELOPMENT



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 LICENSED BUSINESS CERTIFICATION NO. 7175
 100 MARINA POINT DR. DAYTONA BEACH, FL 32114
 PHONE: (386)239-7166 FAX: (386)239-7120

SCALE:	NONE
DESIGNED:	JHH
DRAWN:	KMP
DATE:	6/21/23
PROJECT NO.	973
	973-SITE PLAN 3
SHEET	C5 OF 5

SCALE:	NONE
DESIGNED:	JHH
DRAWN:	KMP
DATE:	6/21/23
PROJECT NO.	973
	973-SITE PLAN 3
SHEET	C5 OF 5

SITE AREAS

SITE AREA: 45,426.00 S.F.
 TOTAL IMPERVIOUS: 39,222 S.F.
 TOTAL PERVIOUS: 6,204 S.F.

1.04 Ac. 100%
 0.14 Ac. 13%
 0.86 Ac. 87%

BUFFER AREAS

FRONT AREA 1,872.03 S.F.
 NORTH AREA 1,501.72 S.F.
 SOUTH AREA 2,083.45 S.F.
 REAR AREA 746.92 S.F.
 TOTAL GREEN SPACE 6,204 SF
 PROJECT SITE AREA: 45,426.00 S.F. 1.04 Ac.
 NO EXISTING TREES OR PALMS ON SITE
 ONE (1) TREE REQUIRED PER 2,500SF
 THREE (3) PALMS EQUAL ONE (1) TREE
 EIGHTEEN (18) TREES REQUIRED
 PROPOSED:
 TWENTY-THREE (23) CABBAGE PALMS SIX AND ONE-THIRD (7 2/3) TREE EQUIVALENT)
 ELEVEN (11) MEDJOOL PALMS (THREE AND TWO-THIRD (3 2/3) TREE EQUIVALENT)
 FIVE (5) FOXTAIL PALMS (ONE AND TWO-THIRDS (1 2/3) TREE EQUIVALENT)
 SEVEN (7) SEA-GRAPE TREES SEVEN (7) TREE EQUIVALENTS PROVIDED
 TWENTY (20) TREE EQUIVALENTS PROVIDED

GENERAL NOTES

ALL PLANT MATERIAL THAT IS INSTALLED MUST BE FLORIDA NO.1 GRADE OR BETTER ACCORDING TO THE CURRENT GRADES AND STANDARDS FOR NURSERY PLANTS, STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE.

ANY VARIATIONS FROM THE APPROVED LANDSCAPE PLAN MUST BE INITIALLY REVIEWED BY THIS LANDSCAPE ARCHITECT PRIOR TO ANY PROPOSED REVISIONS TO THE LANDSCAPE PLANTING PLAN. FAILURE TO COMPLY WITH THIS PROCEDURE MAY RESULT IN REQUIRED MITIGATION AND/OR DELAY OF THIS PROJECT.

ALL FILL DIRT TO BE PLACED IN THE PROPOSED LANDSCAPE AREAS AND/OR BERMS, MUST HAVE A pH RANGE BETWEEN 5.5 AND 7.5, BE ORGANIC IN NATURE, FREE OF ROCKS AND DEBRIS, AND MATCH NATIVE EXISTING SOILS.

CURVILINEAR LANDSCAPE BEDS ARE TO BE EDGED WITH SMOOTH FLOWING CURVES. STRAIGHT-LINE LANDSCAPE BEDS ARE TO BE EDGED IN A STRAIGHT LINE AND MUST BE PARALLEL TO PARKING LOTS, WALKWAYS, AND/OR STRUCTURES UNLESS INTENTIONALLY DESIGNED TO MEANDER.

ST. AUGUSTINE SOLID SOD IS TO BE USED IN ALL OPEN SODDED AREAS AS SHOWN ON THIS PLAN AND THE LANDSCAPE IRRIGATION PLAN. ALL OPEN SPACE AREAS, INCLUDING BUT NOT LIMITED TO ALL DISTURBED AREAS, RETENTION AREAS, AREAS SUBJECT TO POSSIBLE EROSION, RIGHT-OF WAYS (R.O.W.), ETC. SHALL ALSO BE SODDED WITH ST. AUGUSTINE SOLID SOD OR SOLID BERMUDA SOD. ALSO, REFERENCE AND SEE CIVIL ENGINEERING DWGS FOR SODDING LIMITATIONS OF SOD AT WET AND/OR DRY RETENTION AREAS, AND THE EDGE OF PAVEMENTS AND R.O.W.

THE IRRIGATION SYSTEM SHALL MEET SECTION 808.04 OF THE VOLUSIA CODE.

REMOVE ALL NON-BIODEGRADABLE NYLON TREE BALL STRAPPING AND REMOVE THE BURLAP FROM THE TOPS OF ALL FOOTBALLS THAT ARE B&B (BURLAPPED AND BALLED) IF CONTAINER TREES ARE NOT INSTALLED. ALSO, REMOVE THE TREE BALL HOISTING BASKET HOOKS. SEE TREE PLANTING DETAIL.

ALL IRRIGATION BACK-FLOW DEVICES WILL BE VISUALLY SCREENED WITH LANDSCAPING AND PAINTED BLACK AND/OR NILE GREEN. MODIFY ALL SHRUB PLANTINGS AND IRRIGATION HEAD LAYOUT FOR EXISTING TREE AND PALMS ON SITE DESIGNED TO REMAIN.

A MINIMUM FIVE-FOOT (5') GRASS RING SHALL BE INSTALLED AROUND EACH CATCH BASIN LOCATED WITHIN ANY LANDSCAPE AREA. THE CONTRACTOR IS TO BE SURE THAT NO MULCH CAN FLOW INTO THESE BASINS.

ALL EXISTING SHRUBS, GROUND COVERS AND TREES NOT SHOWN TO REMAIN ARE TO BE REMOVED ALONG WITH THEIR ROOT SYSTEM. ALL UNDERBRUSH, STUMPS, AND DEAD BRANCHES ARE TO BE REMOVED ON ALL EXISTING REMAINING TREES AND PALMS. ALL WORK AROUND SPECIMEN TREES WILL BE LIMITED TO HAND LABOR AND TOOLS.

ALL EVASIVE EXOTIC PLANTS, AS LISTED ON THE FLORIDA EXOTIC PEST PLANT COUNCIL'S INVASIVE PLANT SPECIES LIST, SHALL BE REMOVED. THIS SHALL INCLUDE ALL BRAZILIAN PEPPER WHICH IS EXISTING.

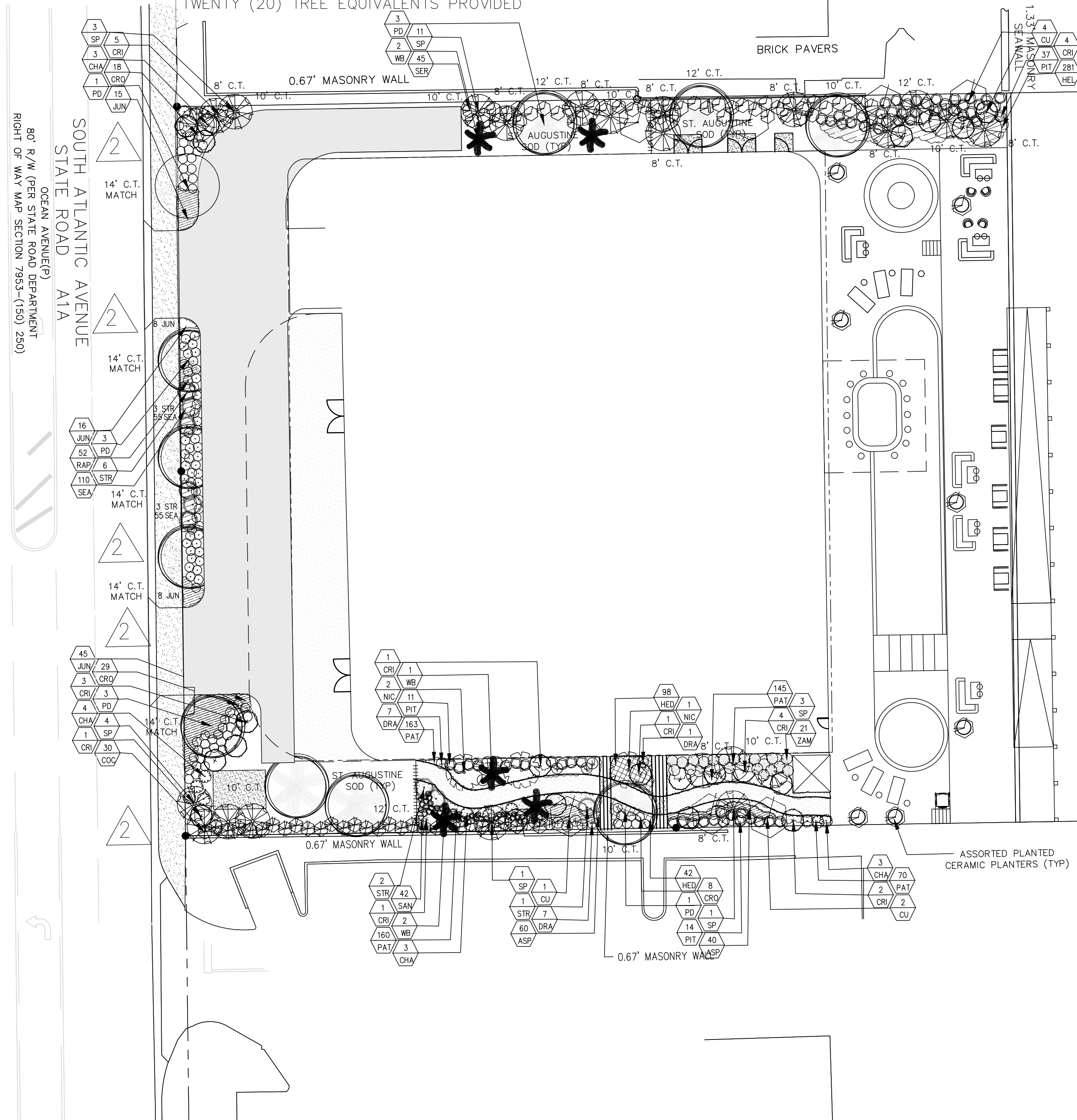
ALL EXISTING HARDSCAPE SURFACES WHICH ARE SHOWN TO BE REMOVED, SHALL HAVE THEIR LIMEROCK AND/OR COMPACTED BASES REMOVED DOWN TO THE NATIVE SOIL BASE.

THE LOCATION OF ALL REQUIRED TREES AND/OR PALMS MUST NOT CONFLICT WITH THE LIGHTING FIXTURES, SIGNS, UNDERGROUND AND OVERHEAD UTILITIES, FIRE HYDRANTS, ETC.

ALL TREES AND/OR PALMS NOT LOCATED WITHIN A MULCHED PLANTING BED SHALL HAVE A MINIMUM FIVE-FOOT (5') MULCH RING INSTALLED AROUND THE TRUNK AREA. TREES SHALL BE PLANTED A MINIMUM OF FIVE-FOOT (5') FROM BACK OF CURB OR SIDEWALK (TYP).

SEE ENGINEER'S PLAN FOR ALL EXISTING AND PROPOSED EASEMENTS, COVENANTS, R.O.W., BUFFER DIMENSIONS, AND ALL SITE LAYOUT DIMENSIONING.

PROJECT MULCH SHALL BE FINE BARK WOODCHIPS AND BE INSTALLED A MINIMUM OF THREE-INCHES (3") THICK AND A MINIMUM OF TWELVE-INCHES (12") FROM ANY PLANTED TREE OR PALM TRUNK.



PROPOSED TREES AND PALMS

KEY	QTY	BOTANICAL/COMMON NAMES	HT.	SPR.	REMARKS
CU	7	Coccoloba uvifera 'STD' Sea Grape Tree	8'	4'	Min 2" Cal SINGLE TRUNK WITH FIVE (5) MAIN HEADS 45 Gal Min
PD	11	Phoenix dactilifera 'Medjool' Medjool Date Palm			CLEAR TRUNKS (C.T.) AS SHOWN FULL HEADS Min 14" Cal
SP	23	Sabal palmetto Cabbage Palm			CLEAR TRUNKS (C.T.) AS SHOWN Min 13" Cal
WB	5	Wodyetia bifurcata Foxtail palm	8'C.T.		FULL HEADS SINGLE TRUNK

PROPOSED SHRUBS AND GROUND COVERS

KEY	QTY	BOTANICAL/COMMON NAMES	HT.	SPR.	REMARKS
ASP	100	Asparagus demsiflorus 'Meyersii' Foxtail Asparagus	6"	6"	1 Gal Cont 18" O.C.
CHA	13	Chaeromopsis humilus European Fan Palm	30"	30"	7 Gal Cont 2 PPP FULL
COC	30	Coccoloba uvifera Sea Grape Shrub	24"	12"	3 Gal Conc Full Branches
CRI	22	Crinum asiaticum Crinum Lilly	30"	30"	7 Gal Cont FULL
CRO	55	Codiaeum variegatum 'Bavo' Bravo or Corkscrew Croton	10"	8"	2 Gal Cont 18" O.C.
DRA	15	Cordyline terminalis Red Dracena	36"	18"	7 Gal Cont Min Five (5) Trunks
HED	140	Hedera canariensis Algerian Ivy	4"	4"	4" Pot 12" O.C.
HEL	281	Helianthus debilis Dune Sunflower/Daisy	4"	4"	4" Pot 12" O.C.
JUN	76	Juniperus conferta 'Blue Pacific' Blue Pacific Shore Juniper	6"	6"	1 Gal Cont 30" O.C.
NIC	3	Strelitzia nicolai White Bird of Paradise	72"	48"	15 Gal Cont Min 3PPP FULL
PAT	538	Epipremnum aureum Golden Pothos	4"	4"	4" Pot 12" O.C.
PIT	62	Pittosporum tobira 'Green' Green Pittosporum	18"	12"	3 Gal Cont 30" O.C.
RAP	52	Raphiolepis indica Indian Hawthorne	18"	12"	3 Gal Cont 30" O.C.
SAN	42	Sanseveria trifasciata 'Laurentii' Variegated Sanke Plant	8"	6"	1 Gal Cont 18" O.C.
SEA	110	Seasonal Flowers Flowers per Owner	4"	4"	4" Pot 12" O.C.
SER	45	Serenoa repens Saw Palmetto	14"	16"	7 Gal Cont 36" O.C.
STR	9	Strelitzia reginae Orange Bird of Paradise	36"	36"	15 Gal Cont Min 3PPP FULL
ZAM	21	Zamia pumila Coontie Fern	14"	14"	3 Gal Cont 30" O.C.



REVISION	
NO.	DATE
1	09/13/2023
2	10/24/2023

THE PERFORMANCE GROUP
 CIVIL ENGINEERING / PLANNING / DEVELOPMENT

JOSEPH H. HOPKINS, P.E., NO. 486959
 100 MARINA POINT DR. DAYTONA BEACH, FL 32114
 PHONE: (386)219-7166 FAX: (386)219-7120

SITE LANDSCAPE PLANTING PLAN

3411 S. ATLANTIC AVE.

NOT RELEASED FOR CONSTRUCTION

REGISTERED LANDSCAPE ARCHITECT
 LAND PLANNERS
 STATE OF FLORIDA

JAN B. STERN, A.S.L.A. RLA #0001160

SCALE: 1"=20'-0"

DESIGNED: JS

DRAWN: JBS

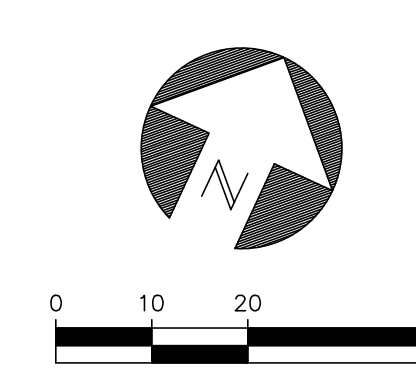
DATE: 06/22/2023

PROJECT NO. 973

LANDSCAPE

SHEET L 1 of 2

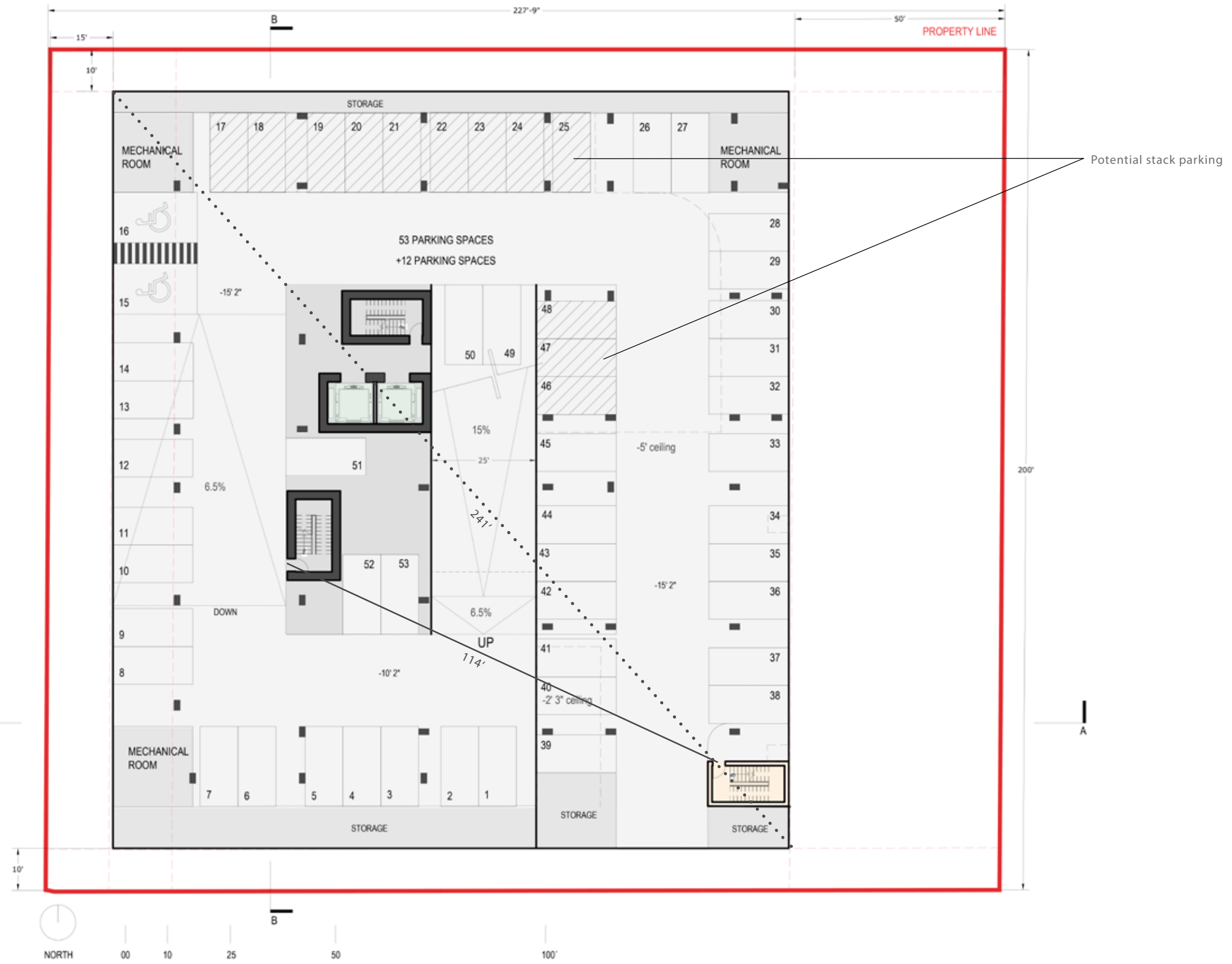
THE STERN DESIGN GROUP, P.A.
 LANDSCAPE ARCHITECTS LAND PLANNERS
 1685 Promenade Circle, Port Orange, Florida 32129
 (386) 788-3788 CELL (386) 290-6411
 SternDesignGroup@att.net





SERENA BY THE SHORES

CONCEPT DESIGN / ARCHITECTURAL DRAWINGS
OCTOBER 2023



2

CONCEPT DESIGN

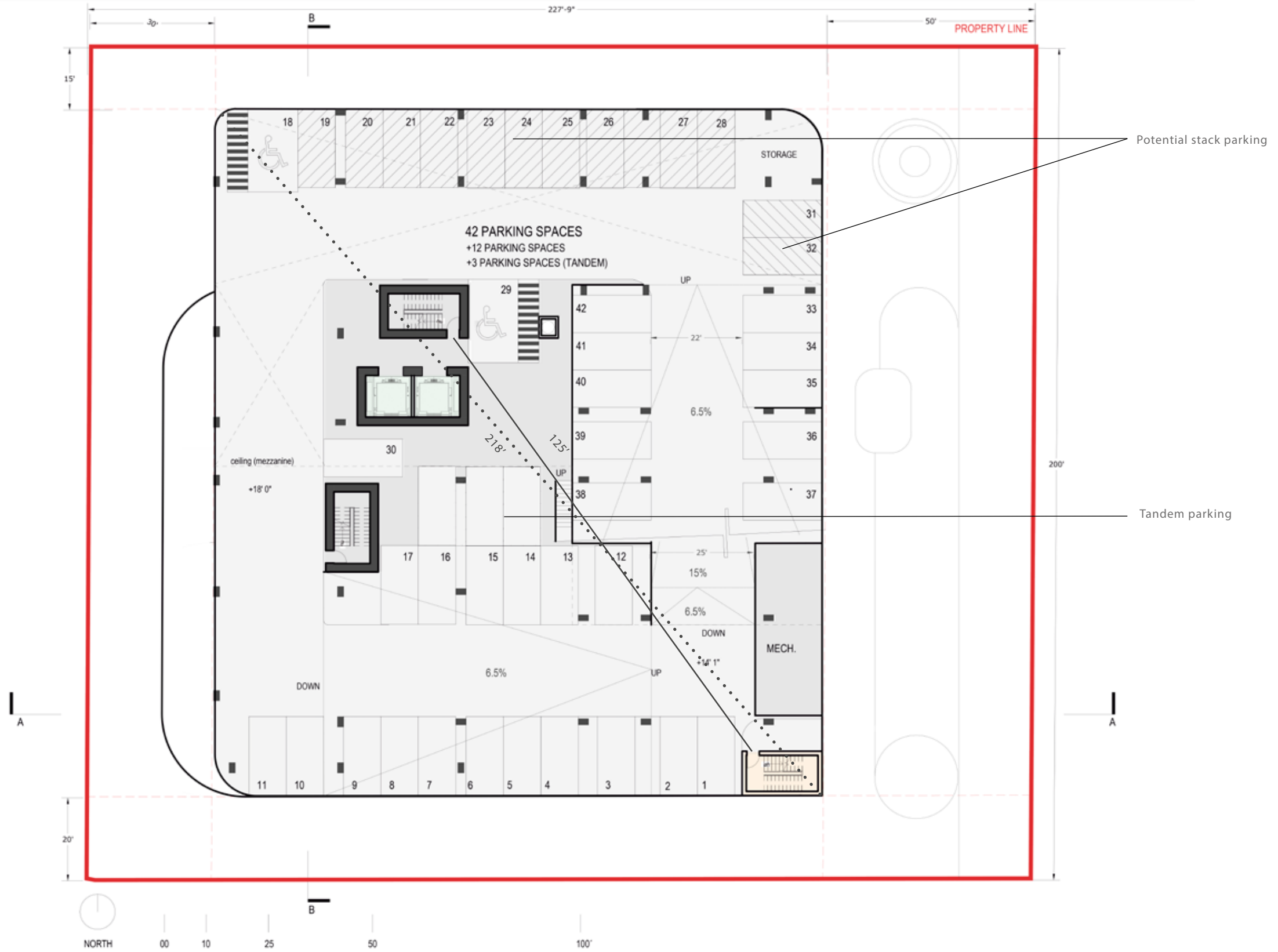
BASEMENT / PARKING P-1, L. - 15'2"



3

CONCEPT DESIGN
GROUND FLOOR PLAN / LOBBY - BAKERY - PARKING - BEACHCLUB. P1, L. +0'0"

Copyright GVI 2023



Potential stack parking

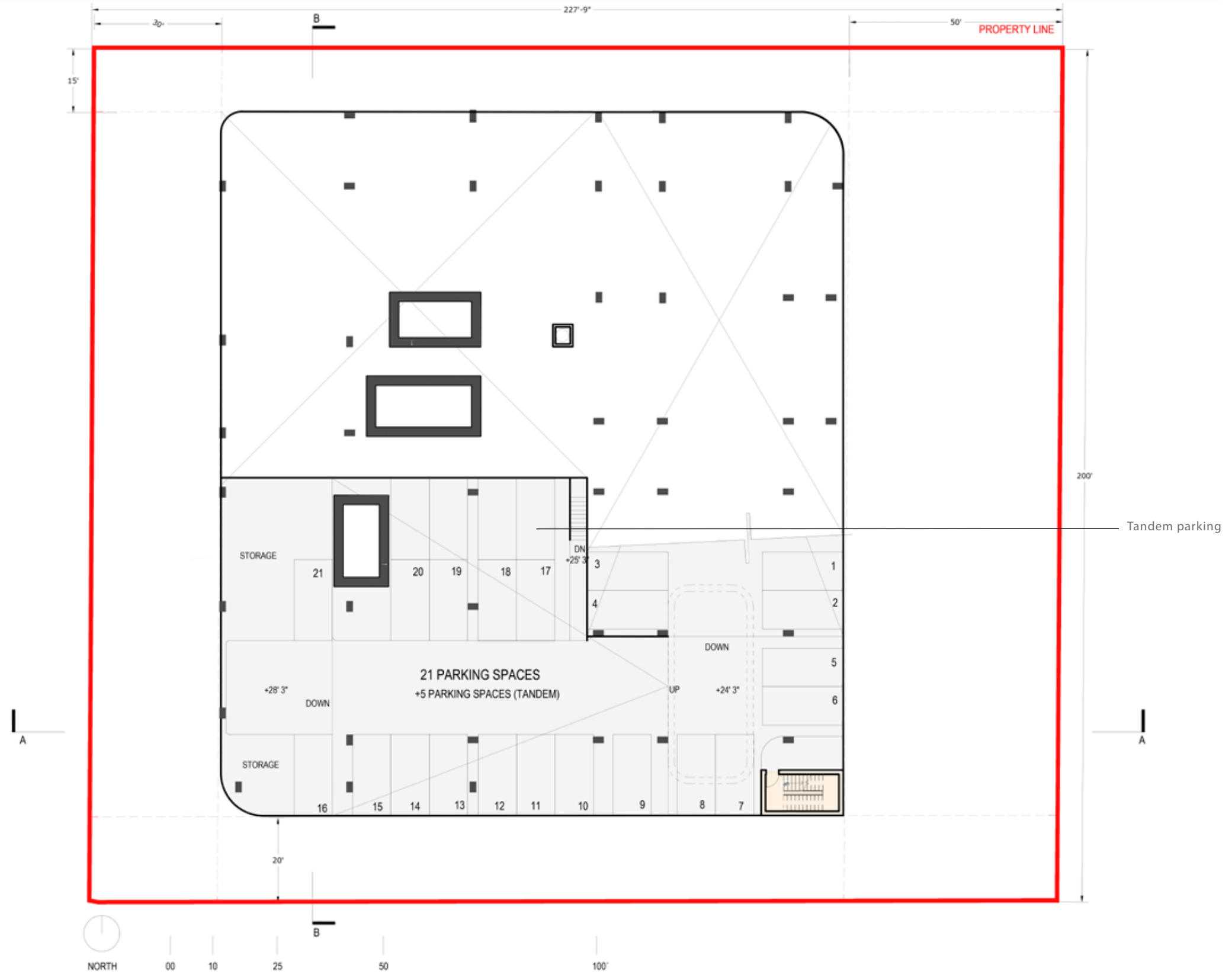
Tandem parking

4

CONCEPT DESIGN

SECOND FLOOR PLAN / PARKING. P2, L. +18'0"

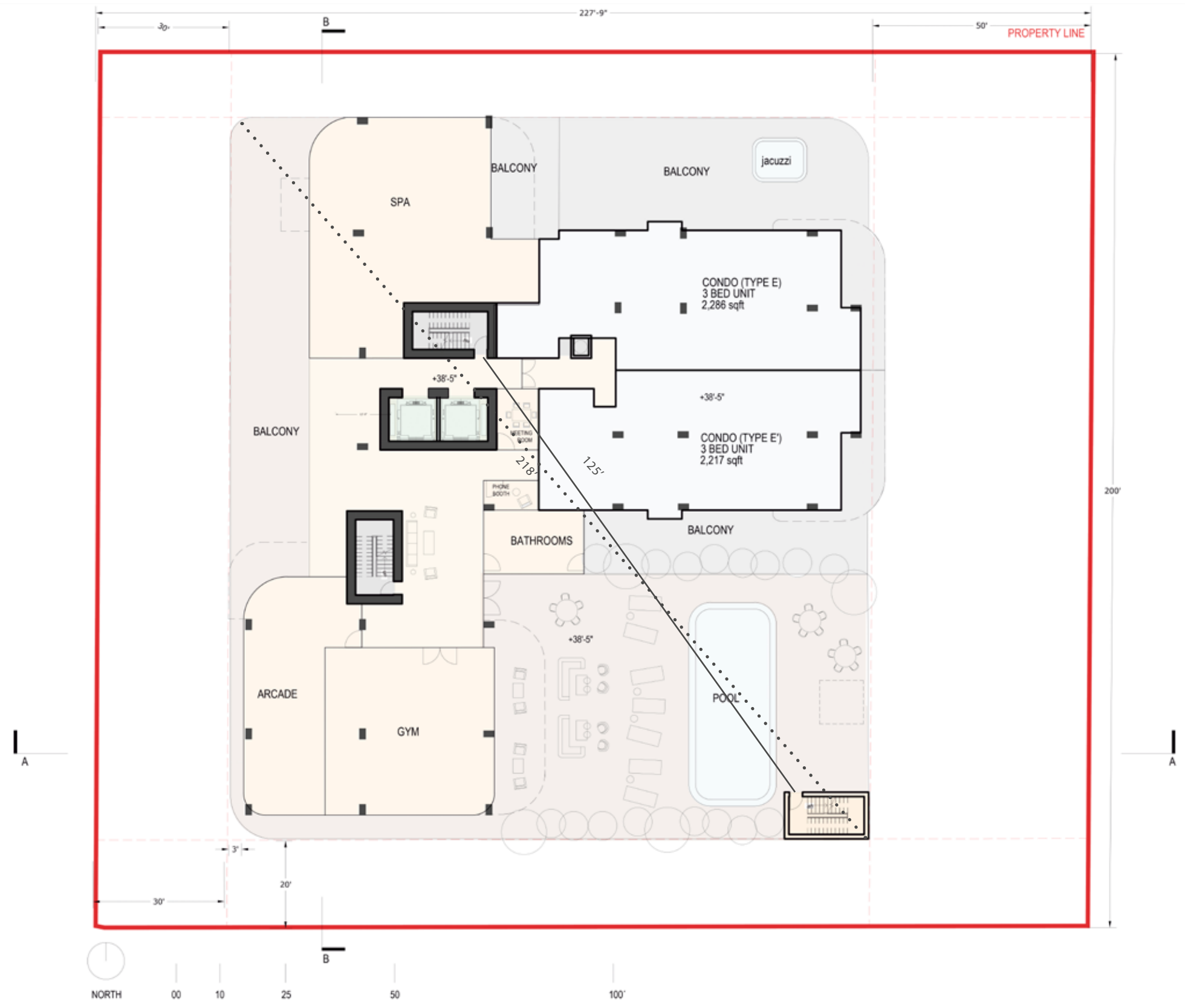
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CONCEPT DESIGN

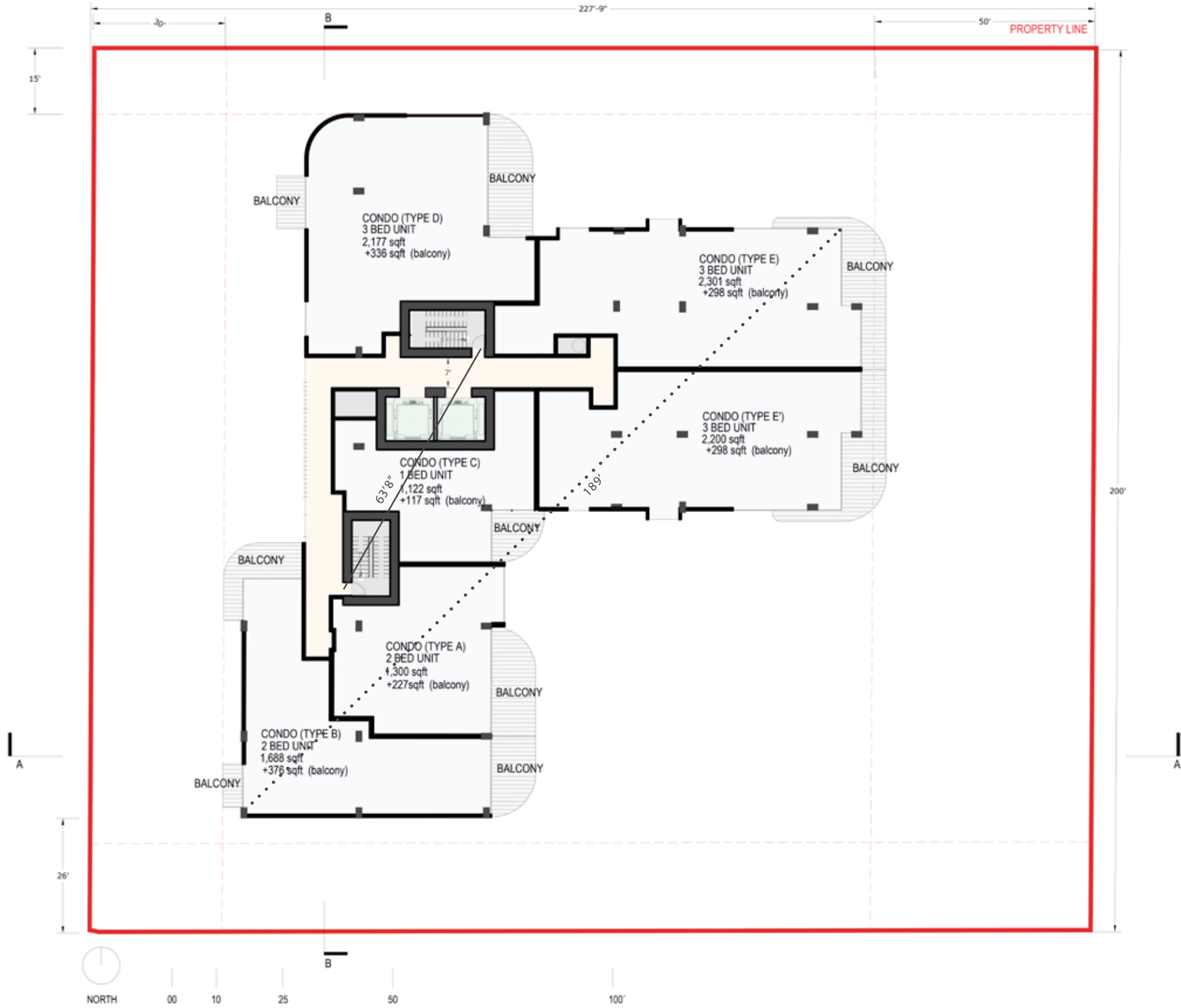
MEZZANINE , M, L. + 28'3"

6



CONCEPT DESIGN

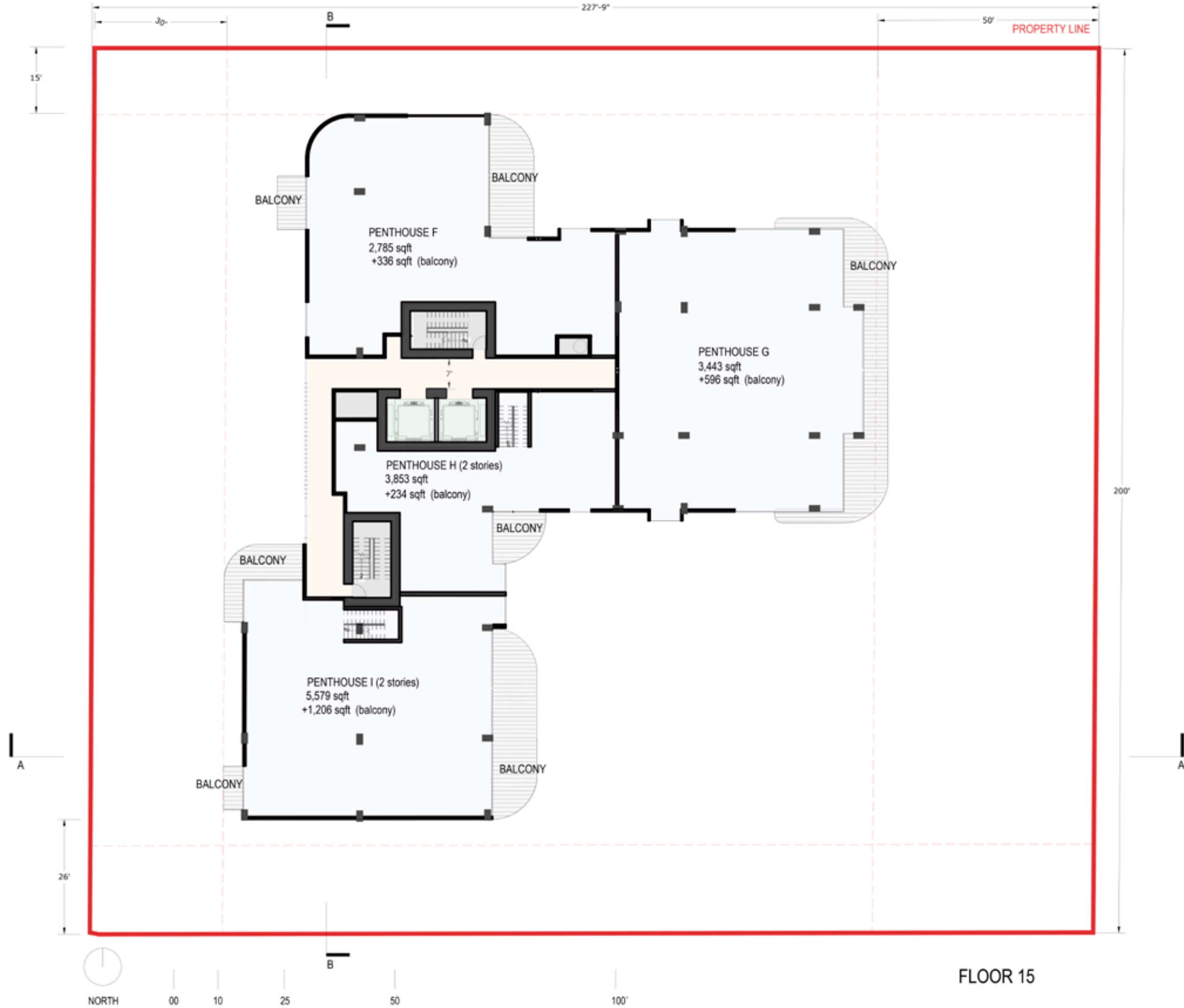
AMENITIES (L1) L. + 38'5"



7

CONCEPT DESIGN

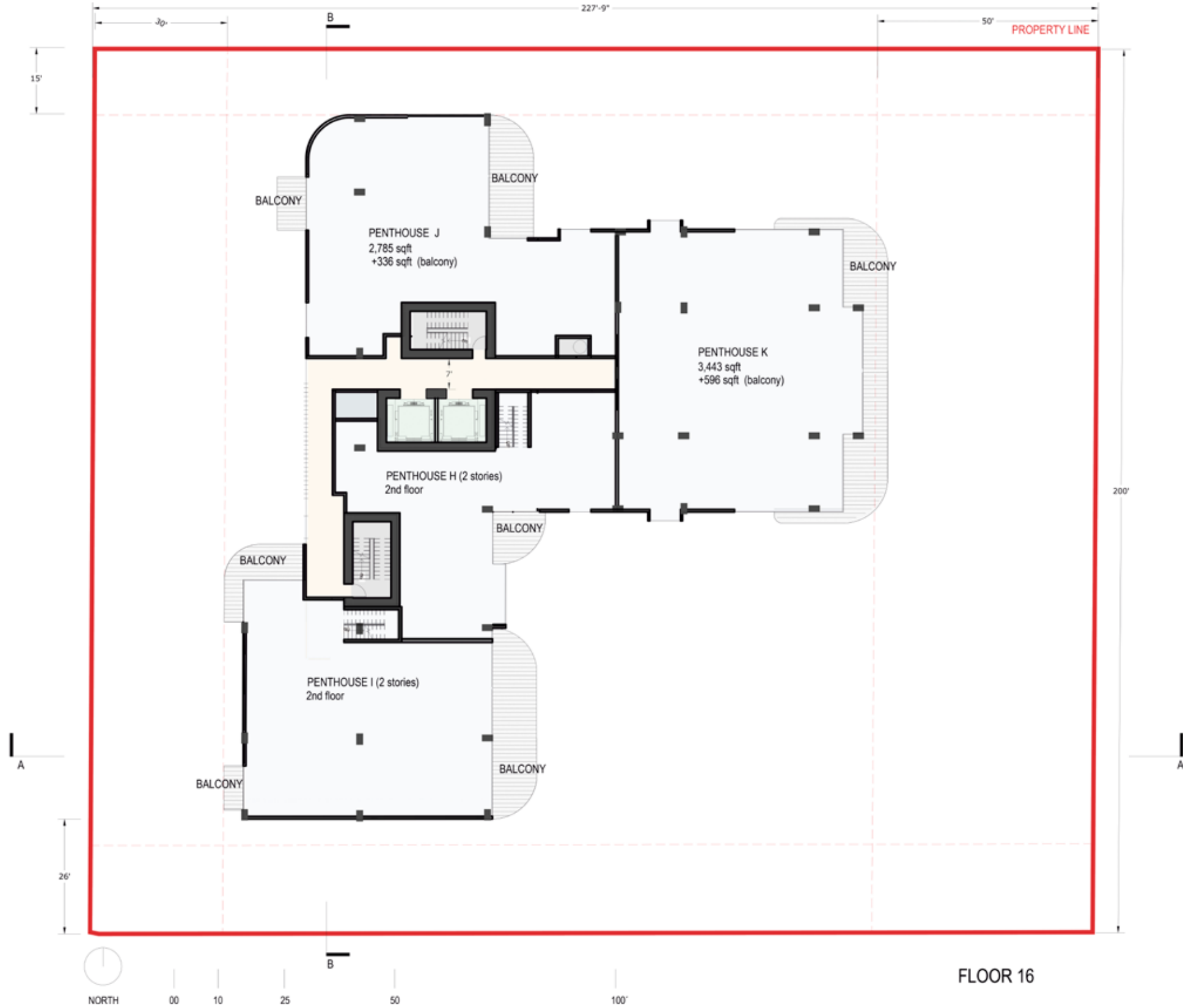
TYPICAL FLOORS (CONDOS), L2-L14. L+. VARIES



8

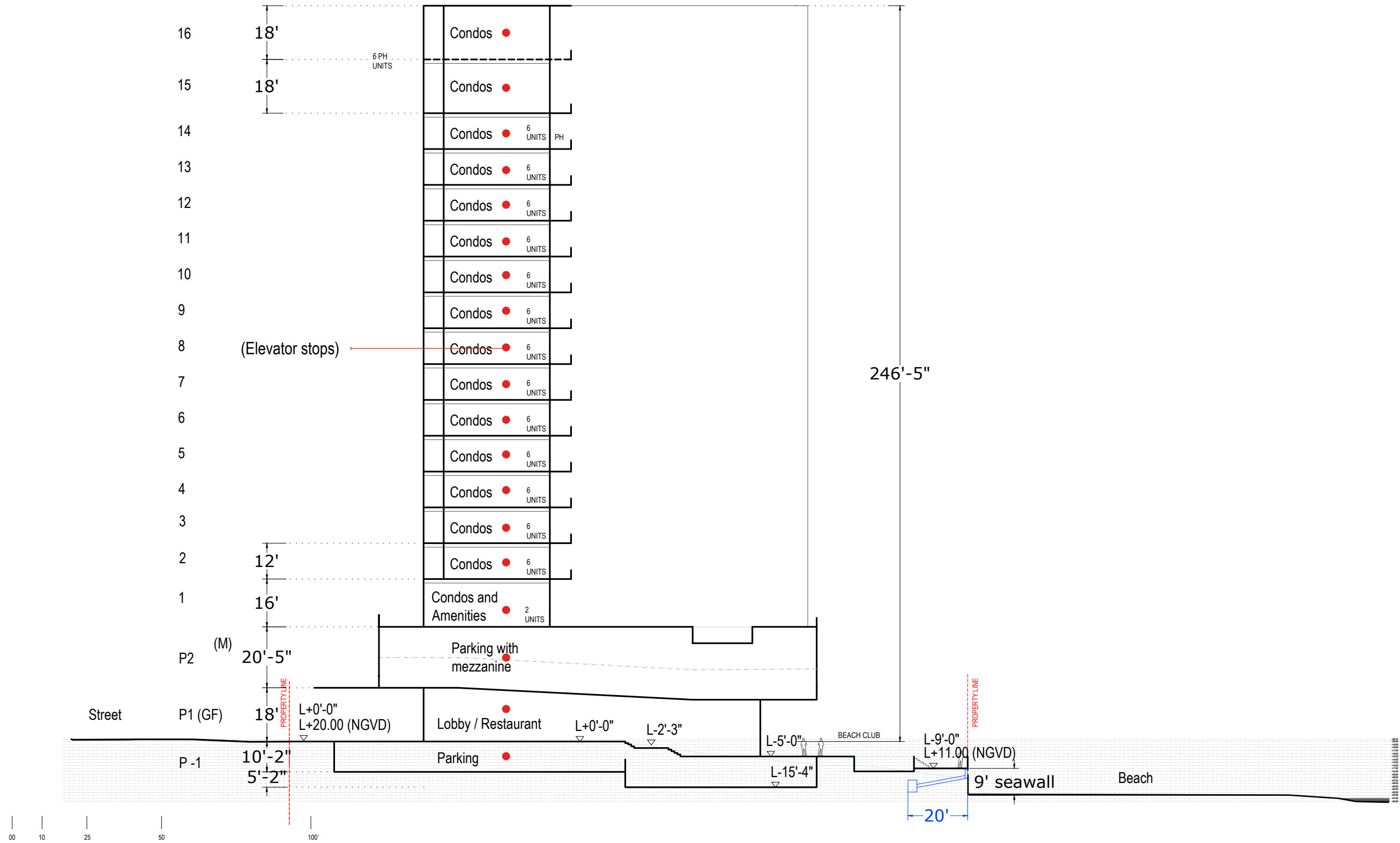
CONCEPT DESIGN

PENTHOUSE FLOOR L15

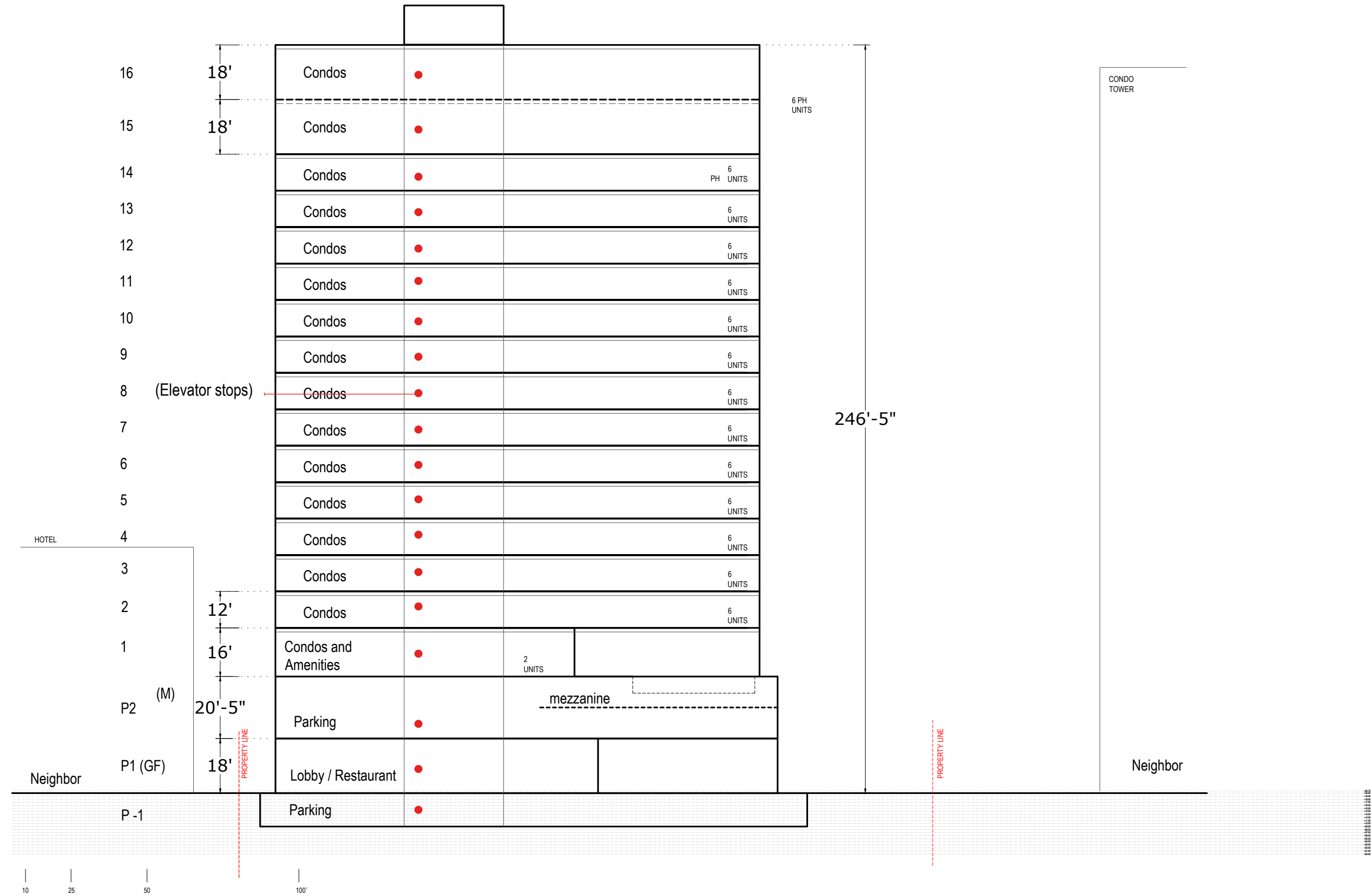




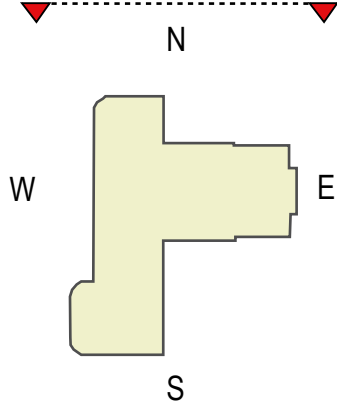
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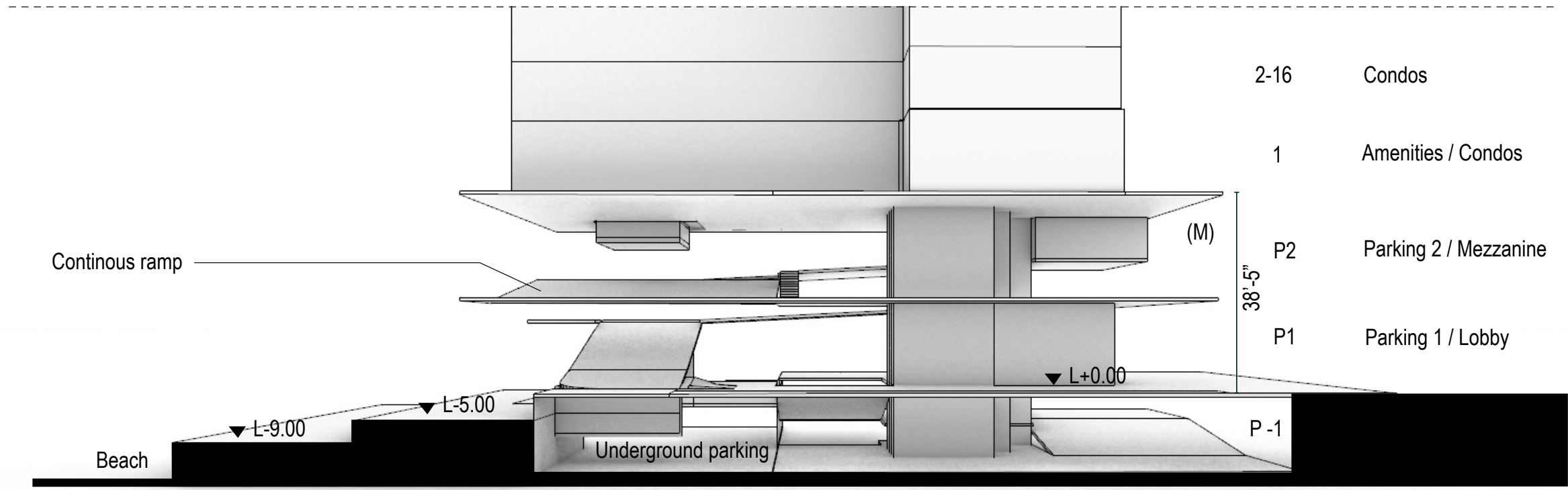
CONCEPT DESIGN
SECTION A



12

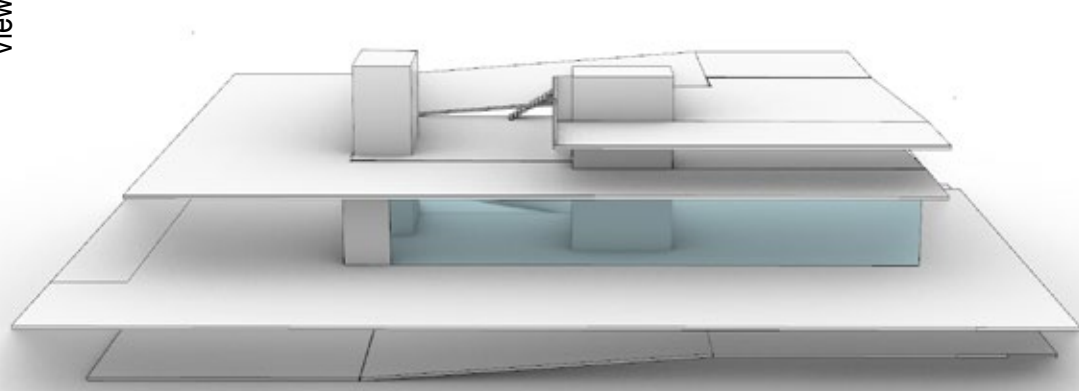
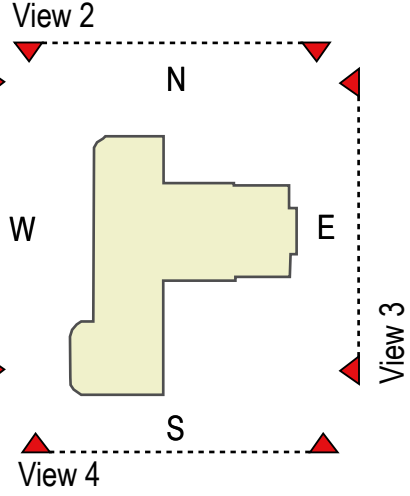


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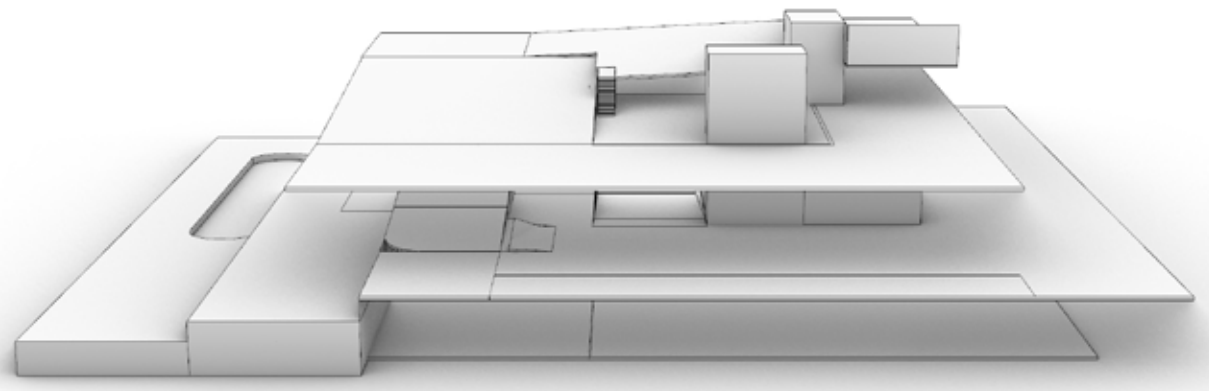


VIEW 2

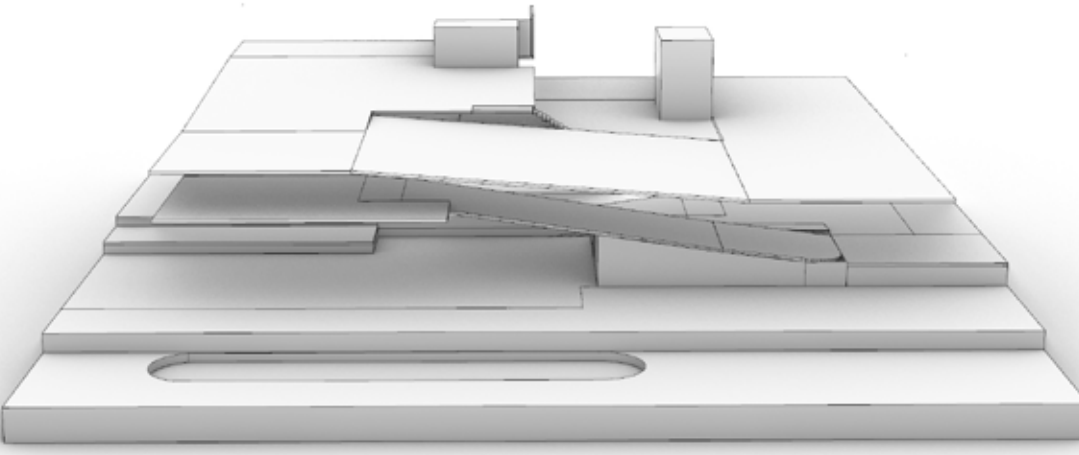
CONCEPT DESIGN
PERSPECTIVED SECTION / PODIUM CONFIGURATION



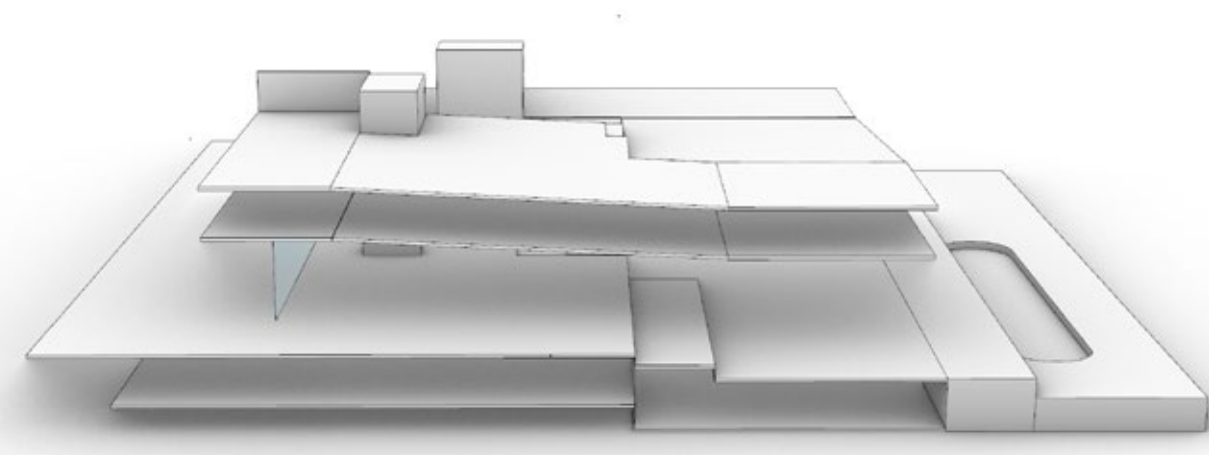
VIEW 1



VIEW 2



VIEW 3



VIEW 4



Artist Rendering.
All images and designs depicted herein are artist's conceptual renderings, which are based upon preliminary development plans, and are subject to change without notice in the manner provided in the offering documents.
All such materials are not to scale and are shown solely for illustrative purposes.



Artist Rendering.
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Artist Rendering.
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18



Artist Rendering.
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19

Artist Rendering.
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Exhibit B – Planning Analysis

SUBJECT: Ordinance 2023-15, Development Agreement between the City of Daytona Beach Shores and Daytona Beach Shores, LLC to permit the development of an 86 unit, 18 story residential multifamily condominium building with associated parking garage, 6,945 square feet of retail/restaurant and 9,475 square feet of beach club accessory uses on the property located at 3411 S. Atlantic Avenue

PROPERTY OWNER: Daytona Beach Shores, LLC.

OWNERS AGENT: Robert A. Merrell III, Cobb Cole Attorneys at Law

PLANNING NUMBER: DA12023038

I. INTRODUCTION:

This is a request for a Development Agreement (herein after “Agreement”) between the City of Daytona Beach Shores and Daytona Beach Shores, LLC to permit the development of an 86 unit, 18 story residential multifamily condominium building with associated parking garage, 6,945 square feet of retail/restaurant, and 9,475 square feet of beach club accessory uses on the property located at 3411 S. Atlantic Avenue. The property has a zoning designation of T-RMF-1 (Hotel/Motel-Multifamily Residential District [High Density]) and a future land use designation of High Intensity.

EXHIBIT 1: Aerial view of 3411 S. Atlantic Avenue.



Source: Pictometry December 2023

II. BACKGROUND

The property is designated as “High Intensity” on the City’s Future Land Use Map (FLUM) and has a dual zoning designation of T (Hotel/Motel)-RMF-1 (Multifamily Residential District (High Density)) on the City’s Official Zoning Map. The adjacent land uses and zoning designations are as follows:

EXHIBIT 2: Abutting land uses and zoning:

	Current Land Uses	Future Land Use Designation	Zoning
North	Days Inn Hotel	High Intensity	T-RMF-1 (Hotel/Motel - Multifamily Residential District (High Density))
South	Towers Ten Condos (114 units, 20 stories)	High Intensity	T-RMF-1 (Hotel/Motel - Multifamily Residential District (High Density))
East	Atlantic Ocean	NA	NA
West	Burger King	Tourist Oriented Commercial	GC-1 (Tourist Oriented Commercial District)

The agreement provides for an innovative design of the property and structure containing 86 multifamily residential units in an 18 story building with associated parking garage and 6,945 square feet of retail/restaurant with 9,475 square feet of beach club accessory uses. However, the development criteria in the Agreement provides a general development framework and as such, the final development product may vary from the development concepts attached in the Agreement. If the ordinance is adopted and Agreement approved, the applicant will subsequently submit detailed site development plans to the City for review. These site development plans will require public hearings for a recommendation and approval by the Planning and Zoning Board and the City Commission, respectively.

The highlights of the proposed Agreement are:

1. Development Permitted: The Agreement provides a general development framework that would facilitate the development of an 86 unit, 18 story residential multifamily condominium building with associated parking garage and 6,945 square feet of retail/restaurant with 9,475 square feet of beach club accessory uses. The final site plan and development may vary provided they remain in substantial compliance with the framework. Any substantial changes will require City Commission approval.
2. Density: Measured from the Mean High Water Line.

3. Agreement Duration: Three (3) years for building permit issuance and payment of permit fees for the development and seven (7) years to receive a final certificate of occupancy.
4. Deviations: To realize number 1 above, eleven (11) deviations from the City's Land Development Code are requested.
5. Administrative Adjustment: City Staff may allow for modifications of up to 10% to any of the dimensional or landscaping requirements. This provision and staff authority excludes building height, density and other standards regulated by the Comprehensive Plan.

III. EVALUATION CRITERIA

The decision to approve or deny a development agreement application is a legislative/discretionary process that does not consider specific standards/criteria however, Section 15-4. of the City's LDC outlines the requirements that shall be contained in any development agreement. Below are the required provisions and the way in which the applicant fulfilled the requirements of this section:

(1) A legal description of the land subject to the development agreement and the identification of all persons having legal or equitable ownership therein.

Requirement met? Yes, The legal description and sketch of the 1.04+/- acre subject property has been provided as Exhibit "A" of the development agreement. Daytona Beach Shores, LLC has been identified as the property owner.

(2) The duration of the development agreement, which duration shall not exceed thirty (30) years, but which may be extended by mutual consent of the city and the developer. Any request for an extension shall be subject to the public hearing process necessary for the initial approval of said development agreement.

Requirement met? Yes, the duration of the development agreement can be found in SECTION 25. of the agreement. The proposed duration is three (3) years for building permit issuance and payment of permit fees for the development and seven (7) years to receive a final certificate of occupancy.

(3) The development uses permitted on the land, including population densities, building intensities and building heights.

Requirement met? Yes, the development uses permitted, population densities, building intensities and building heights can be found in SECTION 3. DEVELOPMENT STANDARDS. The proposed development consists of multi-family residential with associated customary accessory uses for multi-family residential, including but not limited to parking garage, restaurants, coffee shop, bakery, bars, conference and convention space, pool side structures, spas and health services, and related resort amenities, along with supporting retail or commercial services. The development provides 86 residential

units (with density measured to the Mean High Water Line), 6,945 square feet of retail/restaurant/commercial space, and 9,475 square feet of Beach Club amenities with a building height of 18 stories which includes two stories of parking and one subgrade parking level.

(4)All documents required to comply with criteria cited in the land development regulations applicable to the subject project.

Requirement met? Yes, a concept plan and civil site analysis have been provided as Exhibit "B" to the agreement which demonstrates compliance with the applicable land development code regulations however, eleven deviations are proposed as part of this agreement (Section 13 of the agreement)

(5)A description of the public facilities that will service the development including the designation of the entity that shall be providing such facilities. Additionally, if new facilities are needed to serve the project, the date by which such facilities will be constructed shall be provided. A schedule to ensure that public facilities shall be available concurrent with the impacts of the development shall also be provided. Such schedule, relating the provision of public facilities or services to events or thresholds in the development, may be substituted for the certain dates required hereunder.

Requirement met? Yes, the property has direct access to existing public facilities. School concurrency approval shall be required as part of the regular site plan submittal.

(6)The applicant may be required to provide a performance bond, letter of credit, or similar instrument, to be deposited with the City to secure the construction of any new facilities that are required to be constructed as part of the proposed development agreement. Alternatively, such construction may be a condition precedent to the issuance of any site development or building permits or other development permissions. In the event that the new public facilities are in place and operating at the time development permits are requested, no such performance bond or letter of credit shall be necessary unless such facilities are not adequate for the project.

Requirement met? Yes, there are no new public facilities proposed as part of this development. No performance bond or letter of credit is required. School concurrency approval shall be required as part of the regular site plan submittal.

(7)A description of any reservation or dedication of land for public purposes. The development agreement shall provide specifically how all impact fees and other funding requirements for the project are to be met.

Requirement met? Yes, SECTION 5. IMPACT FEES AND PERMITTING of the agreement provides that impact fees and other funding requirements for the project on the Property are as established by controlling law and shall be met in the normative course and processes of development. There is no dedication of land for public access. A deviation from Section 14-18.4. is proposed which would have required the dedication of one (1)

public walkway or compensation to the city, equal to the cost estimated to construct the public walkway and irrigated landscape from the sidewalks to the beach plus the city's legal costs for the review of this transaction.

(8) In the event that land is to be conveyed to the city in discharge of the obligation of any impact fee or other similar obligation, the development agreement shall provide that such conveyance will be by warranty deed and will be accompanied by an environmental audit and a title insurance policy which shall be in an amount not less than the assessed value of the land. The applicant shall bear the cost of these requirements.

Requirement met? Yes, no land is proposed to be conveyed to the City. However, the development agreement provides a deviation from LDC Section 14-18.4. which requires that the development provide a dedicated 7' public walkway in a breezeway corridor, acknowledging that existing public access is within 1,000 feet of the site and that no provision of funding for access is required.

(9) A description of all development permits approved or needed to be approved for the development of the land, which description shall specifically include, but not be limited to, the following:

- a. Any required comprehensive plan amendments or changes in land use designations or changes in zoning classifications/districts assigned to property.*
- b. Any required submissions to or approvals from Volusia County; the State of Florida, Departments of Economic Opportunity (DEO), Environmental Protection (DEP), Transportation (DOT), or such other department or agency of the State as may be applicable; the United States Army Corps of Engineers; the St. Johns River Water Management District; the United States Environmental Protection Agency or any other federal departments or agencies with competent jurisdiction over any aspect of the proposed development.*

Requirement met? Yes, SECTION 5. IMPACT FEES AND PERMITTING of the agreement provides that "All development permits normatively needed to be approved for the development of the Property shall be subject to the review and approval processes during the course of the development of the premises; provided, however, that, it is noted that no changes in land use designations or changes in zoning classifications/districts assigned to property are necessitated by the development approved for the Property. Receipt of applicable approvals for other agencies will be required as part of the formal regular site plan application/approval process."

(10) A specific finding in the development agreement that the development permitted or proposed is consistent with the city's comprehensive plan and with the general purpose and intent of the land development regulations of the city. However, if amendments are required to the comprehensive plan or land development regulations, such amendments shall be specifically identified in the development agreement and the

agreement may be contingent upon those amendments being made and approved by the appropriate governmental agencies.

Requirement met? Yes, SECTION 17. COMPLIANCE WITH LAWS AND REGULATIONS of the agreement provides such finding as the following: "In performing pursuant to this Development Agreement, the PROPERTY OWNER shall abide by all statutes, ordinances, rules, and regulations pertaining to, regulating the acts contemplated to be performed herein, including those now in effect and hereafter adopted. This provision shall include, but not be limited to, the provisions of the CITY's Comprehensive Plan, CITY's land development regulations, codes and ordinances of the CITY."

No amendments to the comprehensive plan or land development code are required.

(11) A statement indicating that failure of the development agreement to address a particular permit, condition, term or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions.

Requirement met? Yes, the statement has been provided in SECTION 5.c. as follows: "Failure of the agreement to address a particular permit, condition, term, or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction."

(12) A finding that the terms and conditions of the development agreement benefit the public interest.

Requirement met? Yes, public benefits have been listed in SECTION 4. PUBLIC BENEFITS of the agreement along with findings consistent with the comprehensive plan. Notably the development proposes additional residential opportunities resulting in greater tax revenue and also creates a destination center for living, dining and entertainment to Daytona Beach Shores residents and visitors in the form of 6,945 square feet of restaurant, retail, and commercial space and 9,475 square feet Beach Club amenities shown on the concept plan in Exhibit "B".

(13) A description of any deviations that have been granted with regard to the provisions of the city's land development regulations.

Requirement met? Yes, eleven (11) proposed deviations from the LDC requirements are found in SECTION 13 of the agreement. **Table 1** below summarizes the deviations requested.

TABLE 1: Summary of LDC Deviations in Development Agreement

Deviation #	LDC Section	Description of Deviation	Standard Required by LDC	Deviation/Standard proposed (requested)
1.	Section 14-49.9	A deviation from the requirement that two loading zones for structures over 100,000 sq. ft. in gross floor area.	2 loading zones (292,894 sq/ft GFA)	1 loading zone
2.	Section 14-18.4	A deviation of the breezeway/visual corridor length required.	Min.30%	17.5%
3.	Section 14-18.4	A deviation of the maximum north/south building coverage.	Max. 65%	Max.83%
4.	Section 14-18.4	A deviation from the maximum permitted lot coverage.	35% maximum	60% maximum
5.	Section 14-18.4	A deviation from the requirement of minimum green area on the site.	30% minimum	21% minimum
6.	Section 14-18.4	A deviation from the side setbacks applicable to the Property	North & South Setback=94.6 feet	North=15 feet South=20 feet
7.	Section 14-18.4	A deviation from the requirement that structures exceeding twelve stories have a minimum setback of 40 ft.	Minimum 40 feet	North=15 feet South=20 feet
8.	Section 14-48.6	A deviation from the standard requirements for required parking spaces.	175 spaces	133 spaces (note: owner retains option to add 29 car lifts)
9.	Section 14-46.5.4.b.	A deviation from the minimum 5-foot	5 feet	1 foot

		landscape buffer required abutting the north property line.		
10.	Section 14-46.5.4.a.	A deviation from the minimum 10-foot landscape buffer required abutting A1A right of way.	15 feet	5.8 feet
11.	Section 14-18.4	A deviation from the requirement that the property provide a 7' public walkway or compensation to the city, equal to the cost estimated to construct the public walkway and irrigated landscape from the sidewalks to the beach plus the city's legal costs for the review of this transaction	1 public walkway or compensation to the city	No public walkway and no provision for compensation to the City.

(14) A description of any vested rights in the property which is the subject of the development agreement which have been recognized and affirmed by the city.

Requirement met? Yes, not applicable to this property.

(15) Any other pertinent information that may be found necessary and required by the city.

Requirement met? Yes, the city has reviewed and provided recommended changes to the Development Agreement through the review process. No additional information has been found necessary or required.

Based on staff's interpretation of the information and language provided in the proposed development agreement, **Table 2** below was derived to assist the Board's decision-making process:

Table 2: Development Agreement Requirement Summary (per Section 15-4.a.)

Requirement	1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.	15.	Total
Requirement Met	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	15
Requirement Not Met																
Requirement Partially Met																

Staff Recommendation:

1. The Community Services Department is recommending approval of the development agreement including eleven (11) deviations from the Land Development Code.
2. Waiver of compensation to the city, equal to the cost estimated to construct a seven (7) foot public walkway and irrigated landscape from the sidewalk to the beach plus the city's legal costs for the review of this transaction is subject to City Commission approval.

3411 S. ATLANTIC CONDOMINIUM

DAYTONA BEACH SHORES, FLORIDA

CIVIL SITE PLAN ANALYSIS

Lot Area = 45,426 sf (1.04 ac.) measured to seawall

Lot Area = 62,079 sf (1.43 ac.) measured to MHWL

Note: The boundary survey from 2018 is an accurate depiction of the mean high water line used in the calculation of overall density.

Density:

(60 u/ac) x 1.43 ac.= 85.8 units

Density Provided: 86 units OK

Building Height

Large Lot Type "B" - Maximum 16 stories plus 2-garage levels

Proposed Structure = 16 stories plus 2-garage levels OK

Parking

Condominium Parking = (1.5 spaces/ unit) x 86 units = 129 spaces

Restaurant Parking = 160 seats x 1space/ 4 seats = 40 spaces

PLUS 12 employees x 1 space /2 employees = 6 spaces

Total Parking Required: 175 spaces

Parking Provided: 133 spaces WAIVER 1

(note: owner retains option to add 29 car lifts)

Covered Parking

(1 space/ unit) x 86 units: 86 spaces

Covered Parking Provided: 132 spaces OK

Handicapped Parking

4 stalls for (101-150 spaces)

Handicapped stalls Provided: 5 spaces OK

Loading Zone

Total Gross Building Floor Area = 292,894 sf

Required: 2 Loading Zones for GFA > 100,000 sf

Provided: 1 Loading Zone WAIVER 2

Lot Coverage

Building Ground Level Area (35% maximum)

Building Area = 24,064 sf

Port -a-Cache = 1403 sf

Pool Deck Structures = 1920sf

Total Building Area = 27,387 sf

Lot Coverage = (27,387/45,426)sf = 60% (60% >35%) WAIVER 3

Building Core Coverage = 12728 sf (28% lot coverage)

North/ South Lot Width Coverage

A1A Width = 200 ft. (65% maximum)
 Building Width = 165.2 ft.

N/S Coverage = $(165.2/200)ft. = 83 \%$ (83%>65%) WAIVER 4

Setbacks

Front Setback

Building

Required: 30 ft. to Building
 Provided: 30 ft. OK

Porte Cocheres (max 12 ft. encroachment)

Required: 18 ft.
 Provided: 18 ft. OK

Rear Setback

Building

Required: 50 ft.
 Provided: 50.3 ft. OK

Side Setback

Calculation:

Building Height = 246'5" ft.
 0 ft. - 20 ft. = 7 ft.
 $20 ft. - 65 ft. = (45 ft. /3) = 15 ft.$
 $246.42 ft. - 65 ft. = 181.42ft. /2.5) = 72.5 ft.$
 $\Sigma = (7 + 15 +72.5) ft. = 94.6 ft.$

Required: 94.6 ft. to Building (N & S Sides)
 Provided: North (Garage Level) = 15 ft.
 South (Garage Level) = 20 ft. WAIVER 5

For all structures exceeding twelve (12) stories:

Required: Minimum side yard setback = 40 ft.
 Provided: North (Garage Level) = 15 ft.
 South (Garage Level) = 20 ft. WAIVER 6

Perimeter Buffer

Right of Way (A1A)

Required: 15 ft.
 Provided: 5.8 ft. (drive aisle encroachment) WAIVER 7

North Lot Line

Required: 5 ft.
 Provided: 1.3 ft. (loading dock encroachment) WAIVER 8

South Lot Line

Required: 5 ft.
 Provided: 5 ft.

OK

Green Area

Overall Site Requirement

Lot Area (to seawall) = 45,426 sf
 Green Area Required= 30% x 45,426 sf = 13,628 sf

Green Area Provided = 6204 sf Plus 3500sf Pool Deck Allowance = 9704sf
 (9704/ 45,426) = 21% (21%<30%)

WAIVER 9

Front Yard Green Area

Front Yard Area = 200 lf x 30 ft.= 6,000 sf
 Required Green Area = 30%
 Green Area Provided = 1872 sf (1872/ 6000)sf = 31% (31%> 30%)

OK

North Side Yard Green Area

Side Yard Area = 147.25 ft. x 15 ft. = 2,209 sf
 Required Green Area = 25%
 Green Area Provided = 1502 sf (1502/ 2,209)sf = 68% (68% > 25%)

OK

South Side Yard Green Area

Side Yard Area = 147.04 ft. x 20 ft.= 2,941 sf
 Required Green Area = 25%
 Green Area Provided = 747sf (747/ 2,941)sf = 76% (25% = 25%)

OK

Under Ground Garage Top Elevation

Shall Not Exceed the Greater of Elev. 20 (NGVD 29) or Average Centerline Crown

Average Centerline Elevation = (20.61 + 20.58) /2 = 20.59 ft.

U/G Garage top Elevation = 20.0

OK

Breezeway/ Visual Corridor

Minimum of 30% of the overall frontage clear from A1A to MHW

Total Frontage = 200 ft.

Breezeway Required = 200 ft. x 30% = 60 ft.

Breezeway Provided = 15 ft. (North) + 20 ft. (South) = 35 ft. (17.5% < 30%)

WAIVER 10