Document prepared by: Robert A. Merrell III, Esquire Cobb Cole 149 S. Ridgewood Avenue, Suite 700 Daytona Beach, FL 32114

Return recorded document to: City of Daytona Beach Records Clerk P.O. Box 2451 Daytona Beach, FL 32115-2451

HENDRICK HONDA DAYTONA PLANNED DISTRICT AGREEMENT

The CITY OF DAYTONA BEACH, FLORIDA, a Florida municipal corporation located in Volusia County, Florida ("City" and "Owner"), and HDBF, LLC, a Florida limited liability company, the record title property owner ("Owner"), hereby agree and covenant, and bind their heirs, successors, and assigns, as follows:

1. PROPERTY DESCRIPTION AND OWNERSHIP.

- A. The property subject to this Agreement consists of approximately 6+/- acres of real property ("Property") and is described in Exhibit "A" attached hereto and by reference made a part hereof. Part of the property included in this Agreement was previously included in the Jon Hall Honda Addition Planned Development Agreement. This Agreement adds property and supersedes and repeals the provisions of the Jon Hall Honda Addition Planned Development Agreement recorded January 30, 1998, recorded at Official Records Book 4272, Page 3594, Public Records of Volusia County, Florida.
 - B. The Property is under the sole ownership of Owners.

2. EXHIBITS.

The Exhibits listed below are by reference made a part hereof, and copies or reduced size copies are attached hereto. Full-sized copies of the Exhibits shall be retained by the City Clerk and shall be controlling in case of any ambiguity in the Exhibits. In the event of a conflict between the graphic illustrations of any Exhibit and the textual provisions of this Agreement, the textual provisions shall control.

Exhibit A: Property legal description, survey.

Exhibit B: Site Plan, rev. date 11/09/2016, prepared by RedLine Design Group,

Exhibit C: Architectural Elevations, a new service area is proposed. All other existing buildings to remain "As Is"

{045433-001 : RMERR/DLACR : 02129817.DOC; 1} PD FORM REVISED April 2013

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Exhibit D: Landscape Plan, rev. date 12/01/2016, prepared by Zev Cohen & Associates, Inc. applicable to the Additional Property shown on Survey A-2.,

Exhibit E: Sign Plan, rev. date 08/29/2016, prepared by Pattison Sign Group, Inc.,

3. <u>DEVELOPMENT PLAN</u>.

- A. Developer has designated the Property as "Hendrick Honda Daytona PD".
- B. The Property will be further developed as a **Planned Development General (PD-G)** pursuant to the City's Land Development Code (LDC). Development shall be controlled by the LDC and the terms and provisions of 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 in effect at the time of development plan approval shall control.
- C. Development of the Property shall be consistent with Exhibit B (Site Plan). Exhibit B generally depicts the existing and planned layout of buildings, parking areas, driveways, common areas, and other planned features or improvements to the Property.
- D. ADDITIONAL LOT DEVELOPMENT CRITERIA. The following lot development criteria shall apply to the Property:
 - (1) Maximum building height of 35 feet;
 - (2) Maximum individual building size of 6,500 sq. ft.
 - (3) Setbacks: side 20 ft.; front 35 ft.; rear 15 ft.
 - (4) 30% Maximum building coverage;
 - (5) 25% Minimum open space;
 - (6) 60% Maximum impervious surface area;
 - (7) Maximum density N/A (du/ac)
 - (8) Slopes within any dry retention pond(s) shall be 4:1 without a fence;
 - (9) Dry retention pond(s) shall count toward open space requirements; and
 - (10) The existing landscape plan along Nova Road shall be maintained "As Is".

4. CONFORMANCE WITH COMPREHENSIVE PLAN; CONCURRENCY; PERMITS.

A. The City has determined that the Property is suitable in size, location, and character for the uses proposed, and that the uses proposed are consistent with the City's comprehensive plan.

- Developer shall be responsible for obtaining all development permits required В. by the LDC and applicable federal and state laws. Developer specifically acknowledges that approval of this Agreement does not constitute a Concurrency Certificate as required by the LDC, and that Developer will be required to separately obtain a Concurrency Certificate or, where applicable, to enter into proportionate fair share agreement. Approval of this agreement and exhibits is not a permit to begin clearing, to begin site work, or to begin construction without necessary permits.
- The City agrees to issue the required permits for development of the Property in C. the manner set forth in this Agreement and the LDC.

5. PERMITTED USES.

The following uses are permitted within the Property:

Automotive parts sales and installation **Automotive Sales**

Automotive wrecker service

Business services offices

Car wash or auto detailing

Fleet service repair

Other office facility

Professional services offices

Sales or rental of heavy recreation vehicles, and trailers

Sales or rental of light vehicles and light recreation vehicles

Tire sales and mounting

Vehicle repair and servicing

6. INFRASTRUCTURE.

An on-site stormwater retention facility will be constructed in conjunction with the development. The stormwater retention facility will be maintained at a level consistent with the standards of the St. Johns River Water Management District. Collection and transmission facilities shall be located pursuant to the approved site plan, or site plans approved for individual lots or structures.

PROPERTY OWNERS' ASSOCIATION AND COMMON AREA MAINTENANCE. 7.

There will be no common areas in the development.

8. ARCHITECTURAL AND DESIGN STANDARDS.

- A. All buildings and accessory structures constructed within the Property shall be developed in compliance with the requirements of this section, and with the applicable provisions of the LDC relating to architectural standards where they do not conflict with the provisions of this section.
 - B. All of the following requirements shall be met within the Property:
- (1) All buildings and accessory structures shall be consistent with a common architectural theme. The theme shall be established by harmoniously coordinating the general appearance of all buildings and accessory structures, including but not limited to: exterior wall finishes or materials; roof styles, slopes, and materials; colors; and architectural details and ornamentation.
- (2) All structures shall complement one another and shall convey a sense of quality and permanence. Lower grade materials, such as unfinished concrete and prefabricated metal, shall be prohibited.
- (3) Corporate prototype design and materials shall be permitted as currently provided on the site and new construction as shown on Exhibit "C". .
- (4) False or real windows shall be provided on all elevations visible from public right of way in sufficient size and number to complement the proportions of the building.
- (5) All buildings and accessory structures shall generally be consistent with the Exhibit C (Architectural Elevations) unless, prior to issuance of the initial building permit, Developer submits and the City approves a different conceptual elevation. The City shall have the right to reject any proposed elevation which does not meet the requirements herein, or which involves the use of fewer architectural details and ornamentation than are set forth in Exhibit C.
- (6) Through the LDC site plan review process, the City reserves the right to review the proposed construction of all buildings and structures, to recommend the substitution or inclusion of colors, materials, architectural details, and ornamentation, and to require or prohibit the use of the same to ensure compliance with the requirements of this section.
 - (7) No outside display or storage shall be permitted.
- (8) No vending machines shall be permitted on outside walkways or other outdoor pedestrian areas.

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(9) The physical appearance of all parking lot lighting fixtures shall be consistent.

9. ENVIRONMENTAL CONSIDERATIONS.

Development of the Property shall comply with the LDC tree preservation requirements. Developer shall comply with all rules, statutes, and regulations pertaining to protected wildlife species, including but not limited to the rules and permitting requirements of the Florida Game and Freshwater Fish Commission concerning gopher tortoises.

10. SIGNAGE.

The PD shall have a uniform sign program, as depicted and located per Exhibit E, Sign Plan, attached hereto.

11. EFFECTIVE DATE; COMPLETION SCHEDULE.

- A. This Agreement shall be effective upon execution by all parties. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property, unless and until the City alters or eliminates such restrictions in the course of its actions as zoning authority.
- B. Application shall be submitted for all construction permits for the development within 18 months of the approval of this Agreement by the City Commission. The filing of an appeal of the land development order by any person shall toll the time for permitting until final resolution of the appeal.
- C. Construction shall be substantially complete within 5 years of the approval of this Agreement.
- D. One 12-month extension of the scheduled application or completion dates may be permitted as a minor modification to this Agreement.
- E. Failure to comply with the schedule set out above shall cause the development rights granted pursuant to this Agreement to lapse.

12. MINOR MODIFICATIONS.

- A. The following may be administratively authorized as minor modifications to this Agreement:
- (1) Amendments to an Exhibit that are necessary for compliance with the provisions of this Agreement, the LDC, or extra-jurisdictional permitting requirements, and

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address technical considerations that could not reasonably be anticipated during the Planned Development approval process;

- (2) Have no material effect on the character of the approved PD district, the basic concept and terms of the PD Plan/Agreement. These may include, but are not limited to, the following:
 - a) Structural alterations that do not significantly affect the basic size, form, style, and appearance of principal structures;
 - b) Minor changes in the location and configuration of streets and driveways that do not adversely affect vehicular access and circulation on or off the site;
 - c) Minor changes in the location or configuration of buildings, parking areas, landscaping, or other site features;
 - d) Minor changes in the location and configuration of public infrastructure facilities that do not have a significant impact on the City's utility and stormwater management systems;
 - e) Increases of five percent or less in the total number of parking spaces.
- (3) Modifications of up to 20% to any of the lot dimensional requirements 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, <u>EXCEPT</u>:
 - a) Modifications, such as to floor area ratios, that increase intensity or density of the entire project or any phase by more than 2%;
 - b) Modifications that increase building height or decrease setbacks, yards, or landscaping along the perimeter of the Property by more than 10%;
 - c) Modifications that, when combined with previously approved minor modifications, would result in a cumulative change of more than 20% of the original requirement for the area in question; and
 - d) Modifications that would unduly impact City-owned public utilities.
- B. Requests for minor modifications shall be submitted in writing on forms provided by the City. Requests shall be reviewed pursuant to the general technical review process described in the LDC.

- C. Denial of a requested minor modification shall be issued in writing to the applicant. Upon denial, or if more than 60 days elapses after the submittal of a completed application without a decision by the City, the applicant may apply for an amendment to the agreement.
 - D. Approved modifications shall be noted on the official plan documents.

13. AMENDMENTS.

A. Any revision to this Agreement other than a minor modification as described above shall require an amendment approved by the City Commission after review and recommendation by the Planning Board. Requests for an amendment must be submitted in writing and, except as otherwise provided herein, shall be processed in accordance with the LDC. Notice of public hearings shall be provided as if the application is one to rezone property.

14. VARIANCES.

This Agreement shall not be deemed to prohibit any owner of property within the planned development from seeking or obtaining one or more variances from the requirements of this Agreement pursuant to the LDC. In addition to those entitled to notice pursuant to the LDC, notice of any public hearing to consider a proposed variance shall be provided to all persons owning property within the planned development. No such variance shall be deemed to require formal amendment to this Agreement.

15. POLICE POWER AND SOVEREIGN IMMUNITY NOT WAIVED.

Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the City as it now or hereafter exists under applicable laws, rules, and regulations. Further, nothing contained in this Agreement shall be construed as a waiver of or attempted waiver by the City of its sovereign immunity under the constitution and laws of the State of Florida.

16. COMPLETE AGREEMENT; AGREEMENT TO BE RECORDED.

- A. This Agreement represents the complete understanding by and between the parties with respect to the development and use of the Property. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement is hereby voided and superseded by this Agreement.
- B. This Agreement shall be recorded in the Public Records of Volusia County, Florida, at Developer's expense. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property.

17. VENUE AND SEVERABILITY.

- A. In the event of any claim, action, litigation, or proceeding under this Agreement, venue shall be in Volusia County, Florida.
- B. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity or enforceability of any other provision of this Agreement unless the holding so states.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

[Signature pages following]

Signed, sealed and delivered in the presence of:	THE CITY OF DAYTONA BEACH, FLORIDA, a Florida municipal corporation OWNER	
Witness 1	By: Derrick L. Henry, Mayor	
Print Name of Witness 1	Attest:	
Witness 2	By: Letitia LaMagna, City Clerk	
Print Name of Witness 2	Date:	
STATE OF FLORIDA COUNTY OF VOLUSIA		
, 2017 by Derrick L. Henry	nowledged before me this day o and Letitia LaMagna, Mayor and City Clerk Florida, a chartered municipal corporation, as nally known to me and did not take an oath.	
	ry Public mission No:	

Signed, sealed and delivered in the presence of: Witness 1 Witness 1 Witness 2 Kim Radulovich Print Name of Witness 2	HDBF, LLC, a Florida limited liability company OWNER By:
company, referred to in this agreement as "Ovor I produced as identification and did not tan Notar	edged before me this 2 day of May of May of HDBF, LLC, a Florida limited liability wner." He or she is [] personally known to meake an oath. Wanna William William of the company of the
Approved as to legal form: By: Robert Jagger , City Attorney {045433-001 : RMERR/DLACR : 02129817.DOC; 1} PD FORM REVISED April 2013	10

EXHIBIT A

Survey/Legal Description of the Property

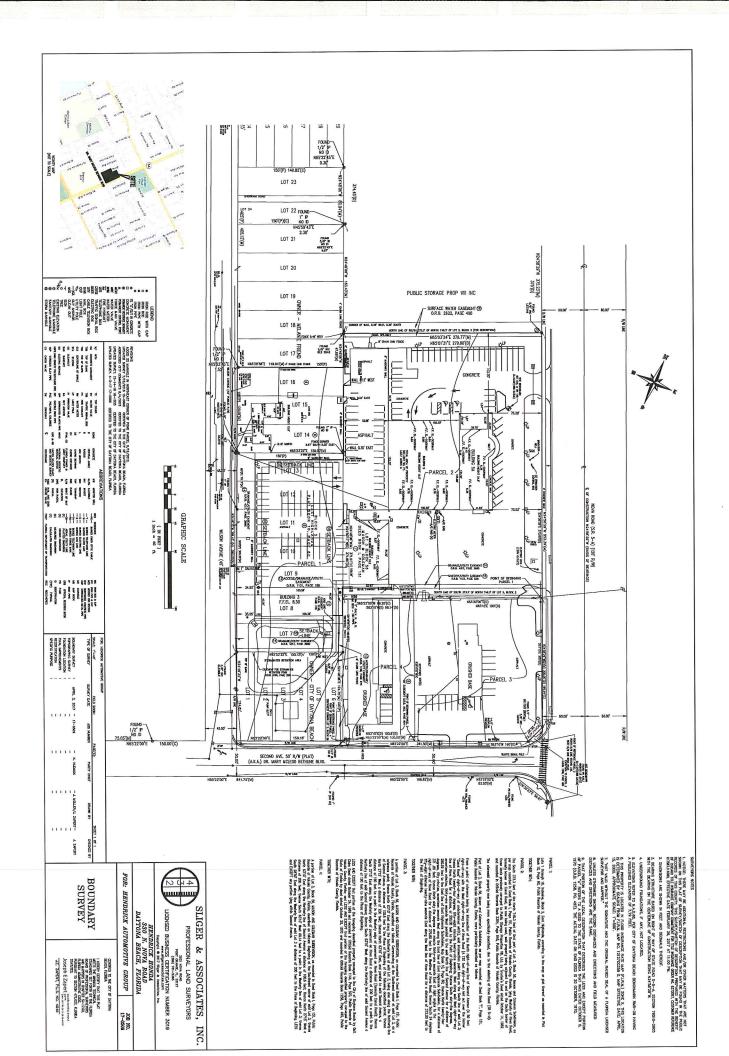


EXHIBIT B

Site Plan

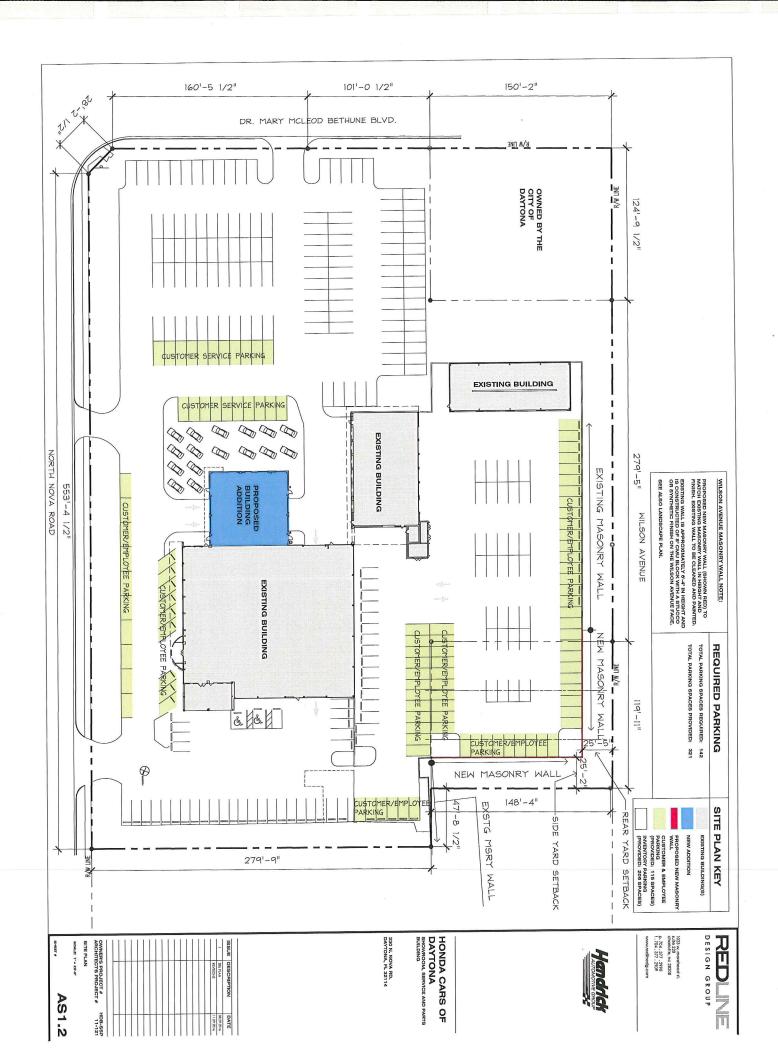


EXHIBIT C

Architectural Elevations

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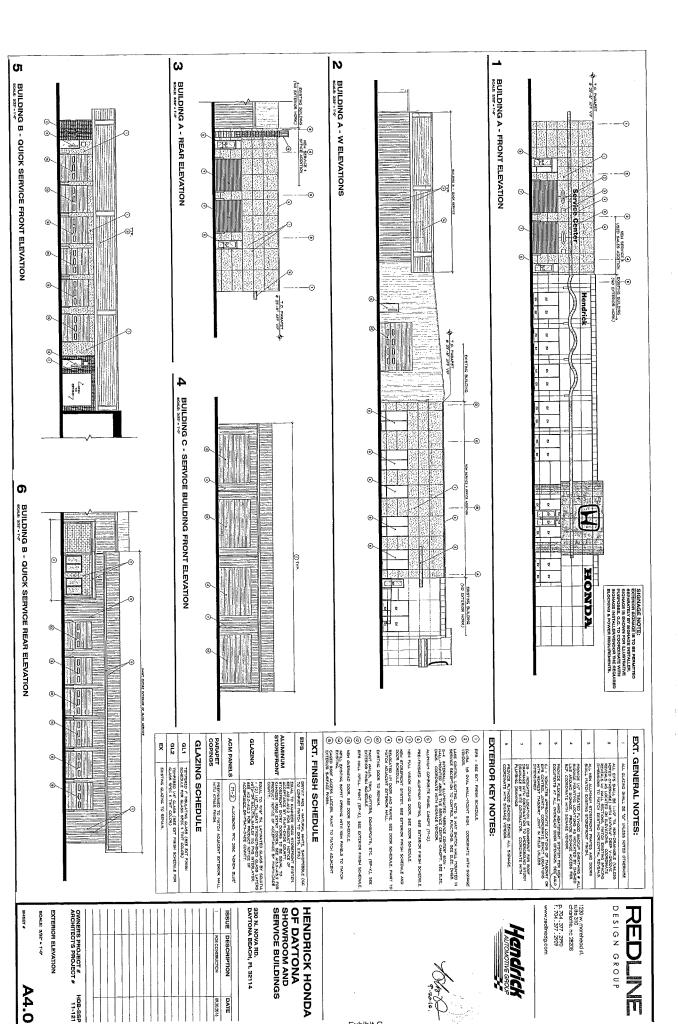
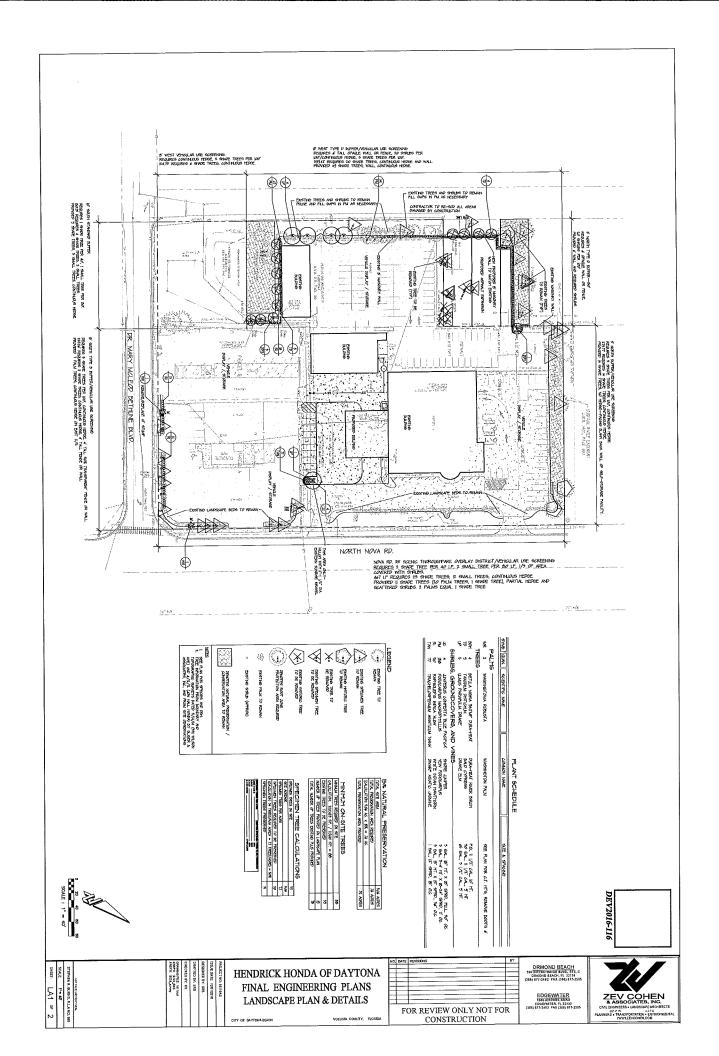


Exhibit C

EXHIBIT D

Landscape Plan



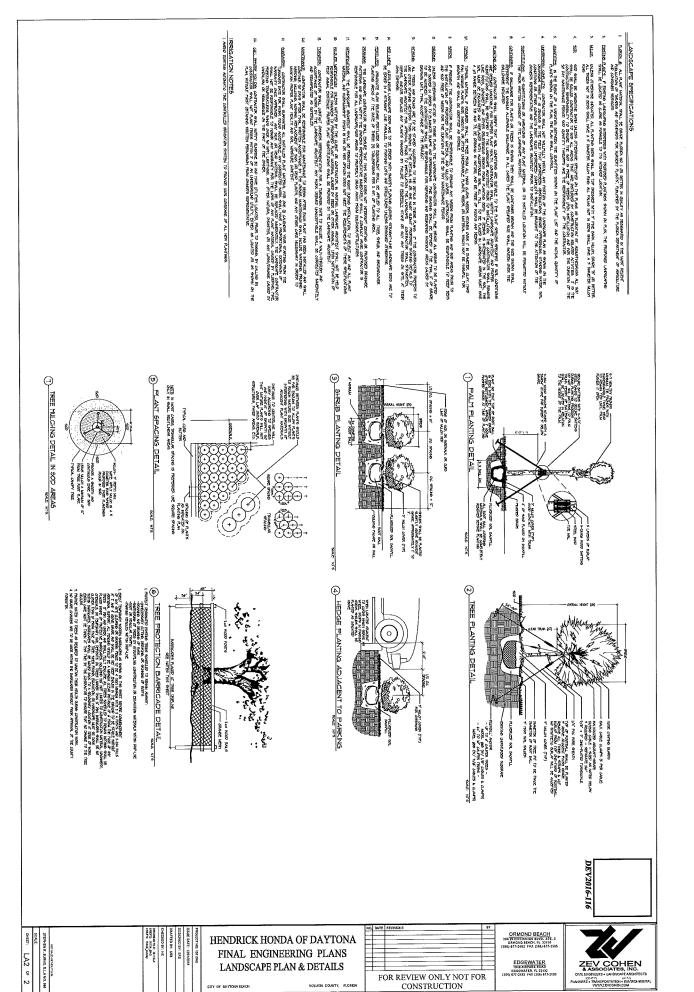
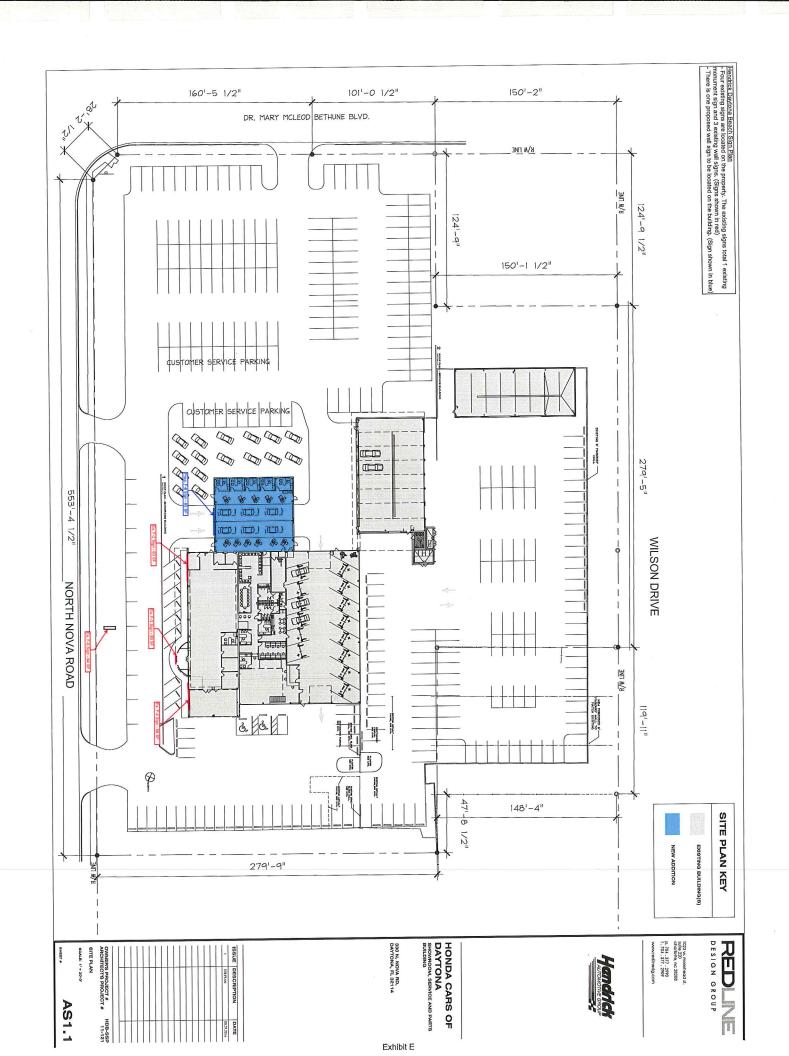


EXHIBIT E

Sign Plan





lendrick Honda

36'-6"

36" Dealer Letters







PATTISON

SIGN GROUP INC.

410 N. Cedar Bluff Rd. • Suite 101 • Knoxville, TN. 37923

Tel (865) 693-1105 • Fax (888) 694-1106 • Toll Free (868) 218-1976

8'x 10' Wall Icon Gen-3 sq ft 75.83'

8'-0" 9'-53/4"

0

(M) (M) require and or ground



		120V		
Rovision:	Designer:	Sales Rep:	Site:	CHAIL:
	PLucian	Ken Rosen	1770 Richie S	Folialina Fic

30" 22'-5"

Q

30" Honda Letters sq ft 56.04'

www.pattisonsign.com

PATTISON

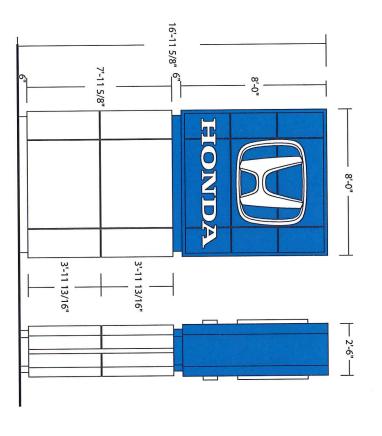
SIGN GROUP INC.

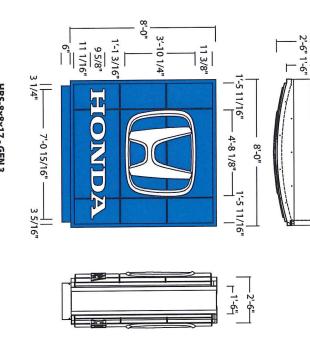
410 N. Cedar Bluff Rd. - Suite 101 - Knowille, TN. 37923
Tel (866) 693-1105 - Fax (888) 694-1106 - Toll Free (866) 218-1976

Mr. M. require



√ 120V





HBS-8x8x17 - GEN 3
Supply & Install (1) One New Double Face Illuminated Pylon

Specifications:

Aluminum construction
Cabinet, EX13 retainers & escutcheon painted to match Honda Blue (PMS 285c)
Honda blue acrylic molded faces
Honda white acrylic molded cap on logo and letters
White LED illumination

Blue LED recessed lighting on side of cabinet Electrical hook-up by others

Fiberglass cladding, joint cover and bottom escutcheon Honda white











Customer Approval:

2'-6"

Service lente

26'-2 25/32"

oí.

30"Service Center Letters sq ft 65.57'

PATTISON SIGN GROUP INC.

410 N. Cedar Bluff Rd. • Suite 101 • Knoxville, TN. 37923 Tel (865) 693-1105 • Fax (888) 694-1106 • Toll Free (866) 218-1976





