

Document prepared by:
Glenn D. Storch, Esq.
Storch Law Firm
420 South Nova Road
Daytona Beach, Florida 32114

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

RIVER POINTE PLANNED DISTRICT AGREEMENT

The CITY OF DAYTONA BEACH, FLORIDA, a Florida municipal corporation located in Volusia County, Florida ("City"), and EMERALD FINANCIAL, INC., the record title property owner ("Owner" or "Developer"), 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 4.7+/- acres of real property ("Property") and is described in Exhibit "A", attached hereto and by reference made a part hereof.

B. The Property is under the sole ownership of Owner.

C. The Property is made up of five (5) separate parcels, which must be combined prior to final site plan approval.

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: PD Plan, rev. date July, 2017, prepared by Newkirk Engineering.

Exhibit C: Architectural Elevations.

Exhibit D: PD Landscape Plan, prepared by Richard L. Poore, LA.

Exhibit E: Sign Elevation.

3. DEVELOPMENT PLAN.

A. Developer has designated the Property as "RIVER POINTE PLANNED DISTRICT".

B. The Property will be 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" (PD Plan). Exhibit "B" generally depicts the 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:

Maximum building height:	38 ft. (to mean height of building), with no areas above 35 ft. used for living space
Minimum setbacks:	
Side yard setback:	7.5 ft.
Front yard setback:	25 ft.
Rear yard setback:	25 ft.
Minimum spacing between buildings:	8 ft.
Minimum open space:	25%
Maximum impervious surface area:	75%
Maximum density:	20 du/acre
Minimum lot area:	6,534 sf.
Minimum lot width:	80 ft.
Minimum lot depth:	100 ft.
Minimum lot frontage (improved street):	100 ft.
Maximum lot coverage:	35%
Slopes within any dry retention pond(s) shall be 4:1 without a fence	
Dry retention pond(s) shall count toward open space requirements	
Minimum Living Area per Dwelling Unit:	850 sq. ft.

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.

B. Developer shall be responsible for obtaining all development permits required 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.

C. The City agrees to issue the required permits for development of the Property in the manner set forth in this Agreement and the LDC.

5. PERMITTED USES.

The following uses are permitted within the Property subject to the use-specific standards set forth in Article 5:

Duplex Subdivision, with the following accessory uses:

- Swimming Pools
- Poolside Facilities and Recreation
- Attached Garages
- Boat Slips
- Docking Facility
- Clubhouse

6. INFRASTRUCTURE.

A. **STORMWATER.** 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.

B. **UTILITIES.** Water and sewer service shall be provided by the City of Daytona Beach. All utilities shall be constructed underground, and design/construction/installation of said utilities shall be the responsibility of the Developer. Developer will also provide easements and grants for the installation, maintenance and upkeep of the public utilities including water, sewer, electrical and telephone, as well as cable television and fiber, if available. Water and sewer infrastructure must be constructed to current City standards and consistent with this Agreement.

C. **PARKING.** Each residential dwelling unit shall have a one (1) car garage and a driveway with sufficient space for the parking of at least one (1) additional vehicle. The clubhouse shall have six (6) additional parking spaces, of which two (2) will be dedicated handicapped parking spaces. No parking shall be permitted on the sidewalks within the Property.

D. **LANDSCAPING REQUIREMENTS.** Landscaping shall be provided consistent with the PD Landscape Plan attached hereto as Exhibit "D". Landscape buffers shall be five (5) feet wide on the north and south Property boundaries and eight (8) feet wide on the east (front) Property boundary. Any landscape issue not addressed by said PD Landscape Plan shall be compliant with the LDC.

7. CONDOMINIUM OWNERS' ASSOCIATION AND COMMON AREA MAINTENANCE.

A. As used in this section, "common areas" and "common facilities" refer to all lands and all facilities that are intended to be set aside for common ownership, use, or benefit, whether or not identified as common areas on Exhibit B, such as water, sewer and lift station infrastructure, conservation easements, retention ponds, subdivision entry walls, and passive recreational areas.

B. Prior to issuance of the first certificate of occupancy within the development, Developer will form and incorporate a non-profit condominium owners' association. The association shall be responsible for operation, maintenance, and control of all common areas and common facilities, including signage, landscaping, boat docks and other common elements. The association shall have authority to establish and assess dues and fees upon its members in order to recoup the cost of maintenance, and the power to impose and enforce liens against those members who fail to pay such assessments. All persons purchasing property within the project shall be members of the condominium owners' association. Developer may from time to time add additional covenants and restrictions or make changes in association by-laws as may be required to guarantee that the project will be developed in accordance with the policies outlined in this Agreement.

C. Prior to issuance of the first certificate of occupancy within the development or phase, Developer shall complete construction and installation of all common areas and common facilities within the development or phase; or, for those common facilities within a phase that may be susceptible to damage due to remaining construction, the City may allow postponement of this requirement subject to Developer's provision of adequate assurances that the work will be done. For example, the City may require Developer to post a bond sufficient to cover 120% of the cost of such facilities according to certified estimates. Any bond shall be in a form approved by the City Attorney.

D. The association shall be required to ensure that, during times of high traffic volume on Peninsula Drive, large trucks parked in front of the Property for the purpose of loading from and unloading onto the Property be accompanied by personnel to assist with the smooth flow of traffic on Peninsula Drive due to the blockage of the southbound traffic lane.

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 pre-fabricated metal, shall be prohibited.

(3) 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 buildings.

(4) All buildings and accessory structures shall generally be consistent with the Exhibit C (Architectural Elevations).

(5) Through the LDC site plan review process, the City reserves the right to review the proposed construction of all buildings and structures and to recommend the substitution or inclusion of colors, materials, architectural details, and ornamentation.

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 follows:

Signage shall be permitted in conformance with Section 6.10.J.11 of the LDC and as provided in the PD Plan and Sign Elevation attached hereto as Exhibits "B" and "E", respectively; however, in no event shall the maximum amount of signage set forth in the LDC be exceeded, except as set forth herein.

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 first phase of the development, consisting of the development infrastructure, clubhouse and other common facilities, the boat slips and one (1) model condominium building containing two (2) dwelling units, 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. Application for construction permits for the second phase shall be submitted within 30 months from the date of initial approval.

C. Construction of phase one shall be substantially complete within 5 years of the approval of this Agreement. Construction of the second phase will occur over time as condominium units are sold and must be substantially complete within 6 years of the initial 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 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, EXCEPT:

- (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.

B. In recognition of the City's general authority to rezone and legislate land uses and zoning requirements, all signatories to this Agreement and all individual lot owners, fee titleholders, mortgagees, or lien holders who now or hereafter own property subject to the this Agreement, agree as follows:

(1) The condominium owners' association established pursuant to Section 7 above shall be authorized to represent and execute amendments to the Agreement on behalf of all lot owners other than the owners of lots directly impacted by the amendment.

(2) If the condominium owners' association fails to retain its corporate status, then all directly impacted owners shall be authorized to represent and execute an amendment on behalf of all owners not directly impacted who have received notice of the proposed amendment as required by this Agreement or applicable law.

(3) For purposes of this section, a lot is "directly impacted" by an amendment to this Agreement only where the amendment would revise the listed uses, dimensional requirements, architectural requirements, or sign requirements for that lot.

C. No property owner other than one who actually executes an amendment shall be deemed to have waived his or her right to challenge a proposed or executed amendment in the same manner that an affected property owner may challenge zoning or related lot specific changes for property which is not subject to a planned development agreement. Such challenges include: (i) objections to a proposed amendment before the City Planning Board or City Commission, (ii) seeking certiorari review or injunctive action in relation to the adoption of such amendment as provided by law, or (iii) consistency challenges as provided for in Section 163.3215, Fla. Stat., or any successor provision.

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**

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by Derrick L. Henry and Letitia LaMagna, Mayor and City Clerk, respectively, of The City of Daytona Beach, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public
Commission No: _____

Signed, sealed and delivered in the presence of:

EMERALD FINANCIAL, INC., a Wyoming corporation

Witness 1

[Signature]
TESTILO LORA

Print Name of Witness 1

By:

[Signature]

Name: Loreal Rushin

Title: VP/Treasurer

Witness 2

[Signature]
Sharon Sun

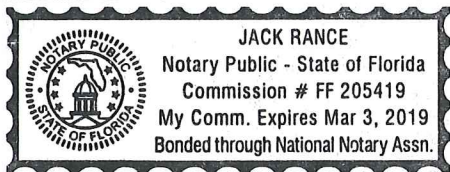
Print Name of Witness 2

Date: 8/28/2017

[Corporate Seal]

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 28th day of August, 2017, by Loreal Rushin as VP/Treasurer of EMERALD FINANCIAL, INC., a Wyoming corporation, referred to in this agreement as "Owner" or "Developer." He or she is personally known to me or produced as identification and did not take an oath.



[Signature]
Notary Public
Commission No. FF 205419

Approved as to legal form:

By: _____
Robert Jagger, City Attorney

[Exhibit pages attached:]

EXHIBIT A

Legal Description of the Property

EXHIBIT B

PD Plan

EXHIBIT C

Architectural Elevations

EXHIBIT D

PD Landscape Plan

EXHIBIT E

Sign Elevation

EXHIBIT "A"
LEGAL DESCRIPTION

LOT 13, BURGOYNE'S ATLANTIC CITY SUBDIVISION, ACCORDING TO MAP IN MAP BOOK 2, PAGE 85, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH ANY RIPARIAN RIGHTS APPERTAINING TO THE ABOVE DESCRIBED PROPERTY.

TOGETHER WITH:

ALL OF LOT 6, BLOCK 1, L.D. HUSTON'S SUBDIVISION, LYING WEST OF PENINSULA DRIVE PER MAP IN DEED BOOK "P", PAGE 583 AND/OR MAP IN MAP BOOK 2, PAGE 78, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH ANY RIPARIAN RIGHTS APPERTAINING TO THE ABOVE DESCRIBED PARCEL OF REAL PROPERTY.

TOGETHER WITH:

THE NORTH 7.5 FEET OF LOT 4 WEST OF PENINSULA DRIVE AND LOT 5 WEST OF PENINSULA DRIVE WITH RIPARIAN RIGHTS, BLOCK ONE, L.D. HUSTON'S SUB. DAYTONA BEACH, DEED BOOK "P", PAGE 583.

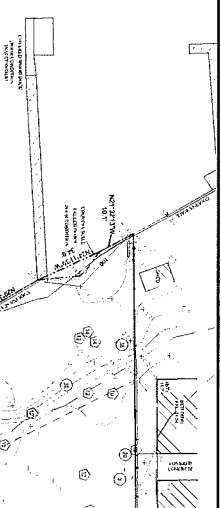
TOGETHER WITH:

THAT PART LYING WESTERLY OF PENINSULA DRIVE OF THE NORTHERLY 7 1/2 FEET OF LOT 3 AND ALL OF LOT 4 EXCEPT THE NORTHERLY 7 1/2 FEET THEREOF LYING EASTERLY OF A LINE DRAWN AT RIGHT ANGLES NORTHERLY FROM A POINT IN THE SOUTHERLY LINE OF THE NORTHERLY 7 1/2 FEET OF LOT 3, SAID POINT BEING 322.10 FEET WESTERLY OF PENINSULA DRIVE, TO A POINT 7 1/2 SOUTHERLY OF THE NORTHERLY LINE OF LOT 4, SAID POINT BEING 278 FEET WESTERLY OF PENINSULA DRIVE, BLOCK 1, L.D. HUSTON'S SUBDIVISION, AS RECORDED IN DEED BOOK "P", PAGE 583 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

TOGETHER WITH:

THAT PART OF THE NORTHERLY 7-1/2 FEET OF LOT 3, AND ALL OF LOT 4 EXCEPT THE NORTHERLY 7 1/2 FEET THEREOF, LYING WESTERLY OF A LINE DRAWN AT RIGHT ANGLES NORTHERLY FROM A POINT IN THE SOUTHERLY LINE OF THE NORTHERLY 7-1/2 FEET OF LOT 3, SAID POINT BEING 322.10 FEET WESTERLY OF PENINSULA DRIVE, TO A POINT 7-1/2 FEET OF LOT 3, SAID POINT BEING 322.10 FEET WESTERLY OF PENINSULA DRIVE, TO A POINT 7-1/2 SOUTHERLY OF THE NORTHERLY LINE OF LOT 4, SAID POINT BEING 278 FEET WESTERLY OF PENINSULA DRIVE, BLOCK 1, HUSTON SUBDIVISION, AS RECORDED IN DEED BOOK "P", PAGE 583 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

CONTAINING 4.721 ACRES MORE OR LESS.



LEGAL DESCRIPTION:

Lot 4, Block 1, Subdivision 1, 1/2 Section 25, Township 33N, Range 1E, 6th Principal Meridian, Florida.

Lot 4, Block 1, Subdivision 1, 1/2 Section 25, Township 33N, Range 1E, 6th Principal Meridian, Florida.

Lot 4, Block 1, Subdivision 1, 1/2 Section 25, Township 33N, Range 1E, 6th Principal Meridian, Florida.

Lot 4, Block 1, Subdivision 1, 1/2 Section 25, Township 33N, Range 1E, 6th Principal Meridian, Florida.

Lot 4, Block 1, Subdivision 1, 1/2 Section 25, Township 33N, Range 1E, 6th Principal Meridian, Florida.

CITY APPROVAL STAMP
 DBF 2015000

GENERAL NOTES AND SURVEY REPORT:

1. THIS SURVEY WAS CONDUCTED ON THE DATE OF SURVEY.
2. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE FLORIDA SURVEYING BOARD RULES AND REGULATIONS.
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20. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE FLORIDA SURVEYING BOARD RULES AND REGULATIONS.

ABBREVIATIONS / LEGEND:

SYMBOL	DESCRIPTION
○	BENCHMARK
●	BOUNDARY POINT
△	CONCRETE MONUMENT
◇	WOOD MONUMENT
□	STEEL MONUMENT
⊠	IRON MONUMENT
⊡	BRASS MONUMENT
⊢	COPPER MONUMENT
⊣	ALUMINUM MONUMENT
⊤	ZINC MONUMENT
⊥	LEAD MONUMENT
⊦	STAINLESS STEEL MONUMENT
⊧	PLASTIC MONUMENT
⊨	OTHER MONUMENT
⊩	UNKNOWN MONUMENT
⊪	NON-MONUMENT
⊫	NON-LOCATED MONUMENT
⊬	NON-IDENTIFIED MONUMENT
⊭	NON-RECORDED MONUMENT
⊮	NON-CLASSIFIED MONUMENT
⊯	NON-DETERMINED MONUMENT
⊰	NON-DETERMINED MONUMENT
⊱	NON-DETERMINED MONUMENT
⊲	NON-DETERMINED MONUMENT
⊳	NON-DETERMINED MONUMENT
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⊿	NON-DETERMINED MONUMENT

THE LEGEND SYMBOLS COUNT:

○	78
●	2
△	9
◇	1
□	1
⊠	1
⊡	1
⊢	1
⊣	1
⊤	1
⊥	1
⊦	1
⊧	1
⊨	1
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⊫	1
⊬	1
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⊿	1
⊿	1
⊿	1

RESPONSES:

PROJECT NO. 2014-1
 FIELD WORK BY: SF
 DATE: 05/20/15
 OFFICE WORK BY: BR
 DATE: 05/20/15
 DRAWN BY: BR
 CHECKED BY: BR
 FIELD BOOK - PAGE 848
 SCALE: 1"=50'

PREPARED FOR THE EXCLUSIVE USE OF:

OWNER: [Redacted]

DESIGNED BY: [Redacted]

DRAWN BY: [Redacted]

CHECKED BY: [Redacted]

DATE: 05/20/15

SCALE: 1"=50'

TYPE OF SURVEY: BOUNDARY, TOPOGRAPHIC & SPECIAL PURPOSE
 PROJECT: [Redacted]

AIA GEO

LAND SURVEYING CONSTRUCTION LAYOUT

1185 N. U.S. HWY 1, SM 852 Oxnard Beach, Florida 32716
 Voice: 386.672.8833
 FAX: 386.672.8833
 LS# 65859

INDEX OF SHEETS	
DWG. NO.	DESCRIPTION
1	PD COVER
2	PD PLAN
3	PD UTILITY PLAN
4	PD LANDSCAPE PLAN
5	PD RETAINING WALL DETAILS AND NOTES

LEGAL DESCRIPTION

01A, BK. 4164, PG. 1639
 LOT 13, BIRINGTON'S ATLANTIC CITY SUBDIVISION, ACCORDING TO MAP IN MAP BOOK 2, PAGE 85, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH ANY RIPOIAN RIGHTS PERTAINING TO THE ABOVE DESCRIBED PROPERTY.

01A, BK. 3284, PG. 4271
 ALL OF LOT 6, BLOCK 1, L.D. HISTON'S SUBDIVISION, LING WEST OF PENINSULA DRIVE PER MAP IN DEED BOOK "7", PAGE 589 AND/OR MAP IN MAP BOOK 2, PAGE 18, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH ANY RIPOIAN RIGHTS PERTAINING TO THE ABOVE DESCRIBED PARCEL OF REAL PROPERTY.

01A, BK. 3284, PG. 4271
 THE NORTH 7 1/2 FEET OF LOT 4 WEST OF PENINSULA DRIVE AND LOT 5 WEST OF PENINSULA DRIVE WITH RIPOIAN RIGHTS, BLOCK ONE, L.D. HISTON'S SUB. DAYTONA BEACH, DEED BOOK "7", PAGE 589.

01A, BK. 4164, PG. 1639
 THAT PART LYING WESTERLY OF PENINSULA DRIVE OF THE NORTHERLY 7 1/2 FEET OF LOT 1, BLOCK 1, BIRINGTON'S ATLANTIC CITY SUBDIVISION, ACCORDING TO MAP IN MAP BOOK 2, PAGE 85, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH ANY RIPOIAN RIGHTS PERTAINING TO THE ABOVE DESCRIBED PARCEL OF REAL PROPERTY.

01A, BK. 5213, PG. 2531
 THE NORTHERLY 7 1/2 FEET THEREOF LYING WESTERLY OF ALHAMBRA OF RIGHT ANGLE OF LOT 3, SAID POINT BEING 32 1/2 FEET WESTERLY OF PENINSULA DRIVE TO A POINT 7 1/2 OF PENINSULA DRIVE TO A POINT 7 1/2 SOUTHERLY OF THE NORTHERLY LINE OF LOT 4, SUBDIVISION, AS RECORDED IN DEED BOOK "7", PAGE 589 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, CONTAINING 4.271 ACRES MORE OR LESS.

RIVER POINTE PLANNED DEVELOPMENT

SECTION 09, TOWNSHIP 15 S, RANGE 33 E
 09-15-33-15-01-0057, 09-15-33-15-01-0040, 09-15-33-15-01-0041,
 09-15-33-15-01-0060 & 09-15-33-19-00-0130
 SOUTH PENINSULA DRIVE
 DAYTONA BEACH, FL 32118
 JULY 2016
 REVISED JULY 2017

PROJECT TEAM

PROPERTY OWNER:
 EVERGLADE FINANCIAL, INC.
 1717 PONDER AVENUE, SUITE 8844
 DAYTONA BEACH, FL 32114
 PHONE: (651) 493-8866
 EMAIL: HALL@WVGRBEE@WVHO.COM

CONSTRUCTION:
 WELDON CONSTRUCTION, INC.
 1350 US HIGHWAY 1, SUITE 107
 OMAHA BEACH, FL 32114
 PHONE: (386) 678-9116
 EMAIL: PHS@WELDONCONSTRUCTION.COM

ENGINEER:
 NEWKIRK ENGINEERING, INC.
 1378 NORTH US 1, SUITE 204
 OMAHA BEACH, FL 32114
 PHONE: (386) 296-7759
 EMAIL: HART@NEWKIRKENGINEERING.COM

SURVEYOR:
 H.A. GEE, INC.
 1378 NORTH US 1, SUITE 204
 OMAHA BEACH, FL 32114
 PHONE: (386) 672-3333
 EMAIL: AVALON@HAI.COM

LANDSCAPE ARCHITECT:
 RICHARD L. POORE, L.A.
 305 GATEWOOD COURT
 OMAHA BEACH, FL 32114
 PHONE: (386) 296-7759
 EMAIL: THPOORE@BELLSOUTH.NET

SITE DEVELOPMENT INFORMATION

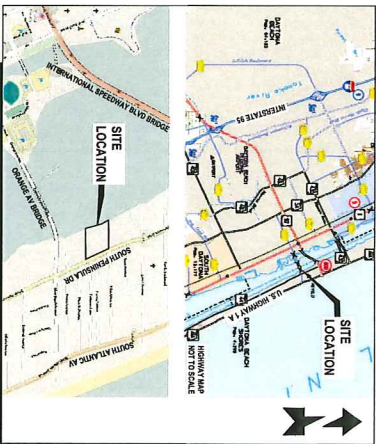
- ZONING - EXISTING - MR-20 (MULTIFAMILY RESIDENTIAL)**
 PROPOSED - P-42 (PLANNED DEVELOPMENT - GENERAL)
 EXISTING - FUTURE LAND USE: LEVEL 1 RESIDENTIAL
 PROPOSED - FUTURE LAND USE: LEVEL 2 RESIDENTIAL
- LOT DEVELOPMENT CONTROL**
 MAXIMUM BUILDING HEIGHT:
 38 FT., ADDITIONAL 10 FT. PER ARCHITECTURAL FINISHES
 MIN. REAR YARD SETBACK: 25 FEET
 MIN. SIDE YARD SETBACK: 25 FEET
 MINIMUM OPEN SPACE: 25%
 MAX. IMPERVIOUS SURFACE AREA: 75% (UNPAVED)
 MAXIMUM LOT COVERAGE: 25%
 STORIES WITHIN ANY ONE FLOOR FLOOR SHALL BE 6 WITHOUT A FENCE OR FLOOR FINISHES) SHALL COMPLY WITH THE OPEN SPACE REQUIREMENTS.
- PROPOSED SITE COVERAGE:**

BUILDINGS	SO. FT.	ACRES	%
REAR YARD SETBACK	38.44	0.877	17.5
CONCRETE DRIVEWAYS	42.59	0.989	20.4
MAX. IMPERVIOUS SURFACE AREA	9,411	0.215	4.6
EXTENSIVE LANDSCAPE	8,057	0.189	4.0
TOTAL SITE	355.05	4.221	100.0
TOTAL IMPERVIOUS	118.46	2.715	57.2
TOTAL OPEN SPACE	83.22	2.293	42.8
- PARKING REQUIREMENTS:**
 DUPLEX - 2 SPACES PER DWELLING UNIT = 20 UNITS x 2 SPACES = 40
 TOTAL PARKING REQUIRED: 50
- PARKING PROVIDED:**

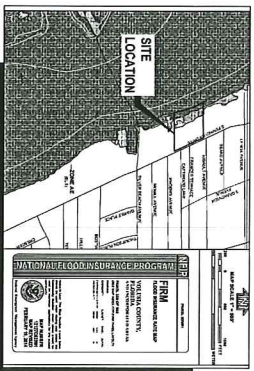
ORGANIC PARKING	20
TOTAL PARKING PROVIDED	50



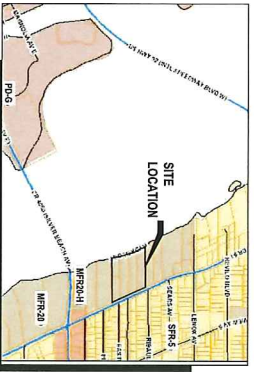
AERIAL MAP
 SCALE: 1" = 150'



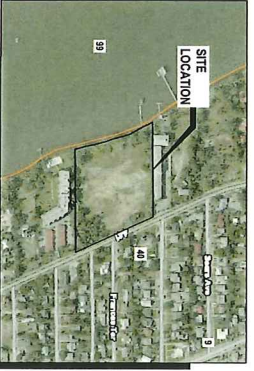
LOCATION MAP
 SCALE: 1" = 1000'



FLOOD ZONE MAP
 SCALE: 1" = 800'



ZONING MAP
 SCALE: 1" = 700'



SOILS MAP
 SCALE: 1" = 300'

THE GENERAL CONTRACTOR SHALL ENSURE THAT ANY SUBCONTRACTOR HAS A COMPLETE SET OF CONSTRUCTION DRAWINGS FOR ITS RESPECTIVE WORK. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR SUBCONTRACTORS ONLY UTILIZING INDIVIDUAL DRAWINGS FOR ITS WORK WHERE ADDITIONAL INFORMATION MAY BE OBTAINED FROM THESE BUSINESS WITH THESE SETS.

THESE DRAWINGS ARE THE PROPERTY OF NEWKIRK ENGINEERING, INC. ANY USE OR REPRODUCTION WITHOUT WRITTEN PERMISSION OF NEWKIRK ENGINEERING, INC. IS STRICTLY PROHIBITED. © 2017 ALL RIGHTS RESERVED.

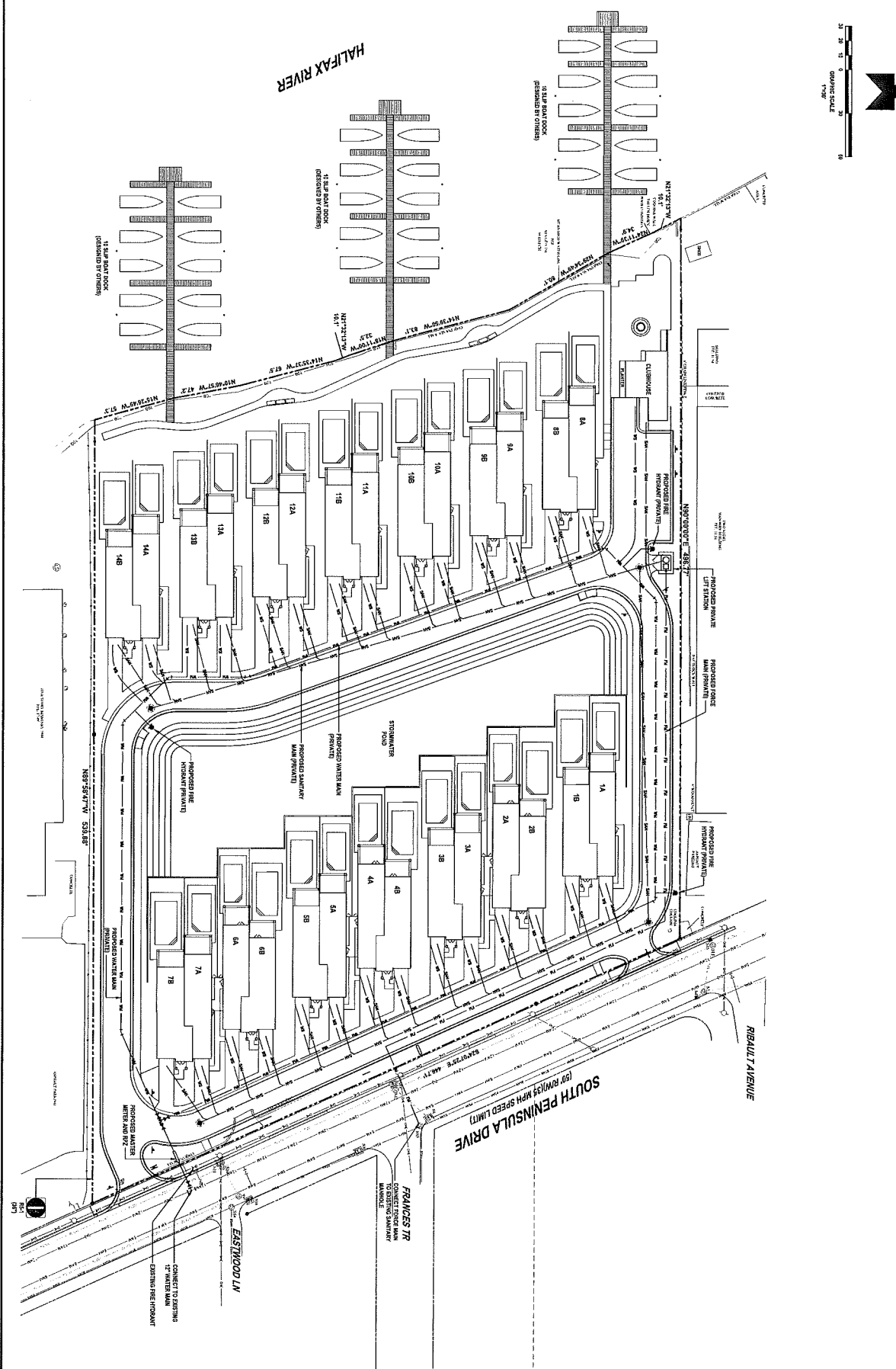
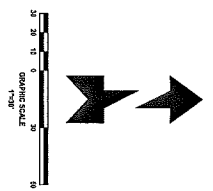
NO. 62971
STATE OF FLORIDA

1

DRAWING NUMBER

NEWKIRK ENGINEERING & ARCHITECTURE

1378 North US1, Suite 204
 Omaha Beach, Florida 32114
 Phone: (386) 296-7759
 Fax: (386) 296-7759
 www.newkirkeng.com
 No. 20339
 Certificate of Authorization
 No. 20339



CITY APPROVAL STAMP
REV 2016-099

DATE	DESCRIPTION

NEWKIRK ENGINEERING

1370 North US-1, Suite 202
Daytona Beach, Florida 32114
Phone (386) 254-7199
http://www.newkirk-engineering.com
www.newkirk-engineering.com
Certification No. 32009
Professional Engineer
Civil Engineering
Professional Engineer
Professional Engineer & Inspector

NO. 69971
DATE: MAY 2016
DESIGNER: JH
DRAWN BY: DAB
CHECKED BY: JH
SCALE: 1" = 30'


PD UTILITY PLAN
RIVER POINT
SOUTH PENINSULA DRIVE
DAYTONA BEACH, FL 32118

3

CITY APPROVAL STAMP
DEV 2716-888

REVISIONS

DATE	DESCRIPTION



NEWKIRK
ENGINEERING

1315 North US-1, Suite 204
Daytona Beach, FL 32114
Phone: (904) 255-8174
http://www.newkirk-engineering.com

Professional Engineer
No. 12113
© 2013

Drill Engineering
Professional Engineer No. 12113
Civil, Mechanical, Electrical & Structural Engineering & Inspection

PD RETAINING WALL
DETAILS AND NOTES
RIVER POINTE
SOUTH PENNSULA DRIVE
DAYTONA BEACH, FL 32118

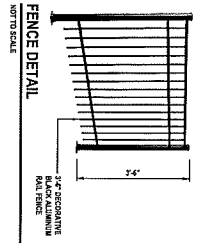
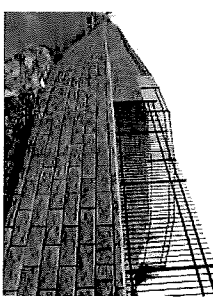
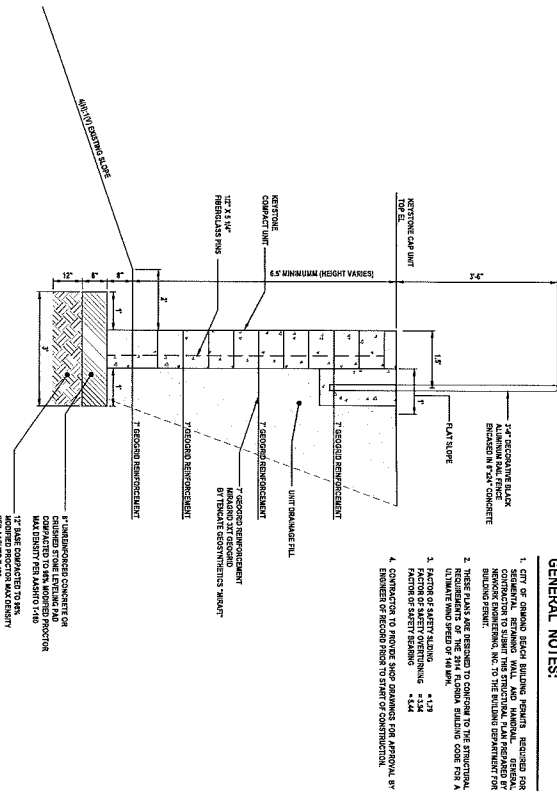


ROBERT R. BROWN, P.E. 62871
PROJECT No.: 2716-888
DATE: MAY 2016
DESIGN BY: MHN
DRAWN BY: DAB
CHECKED BY: MHN
SCALE:
DRAWING NUMBER:

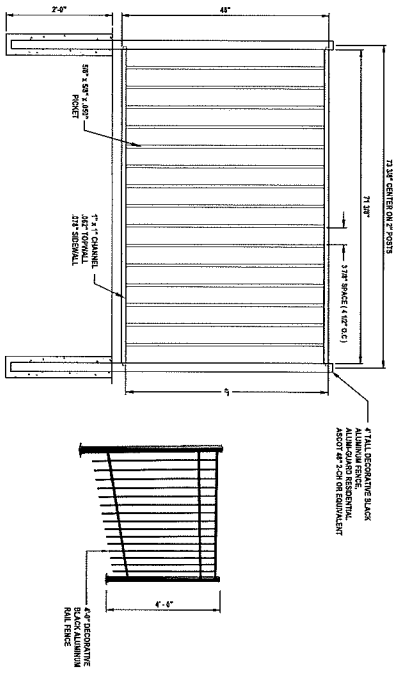
5

- GENERAL NOTES:**
1. CITY OF DAYTONA BEACH BUILDING PERMITS, RECORDS AND ORDINANCES SHALL BE REVIEWED FOR ANY REQUIREMENTS THAT MAY BE APPLICABLE TO THIS PROJECT. CONSULT WITH THE CITY ENGINEER FOR ANY REQUIREMENTS THAT MAY BE APPLICABLE TO THIS PROJECT.
 2. THESE PLANS ARE PREPARED TO CONFORM TO THE STRUCTURAL CODES AND SPECIFICATIONS FOR CONCRETE AND STEEL. THE ULTIMATE WIND SPEED IS 140 MPH.
 3. FACTOR OF SAFETY SLABING: *1.13
 4. FACTOR OF SAFETY OVERTURNING: *1.14
 5. CONSULT WITH THE CITY ENGINEER FOR ANY APPROVALS OR COMMENTS ON THESE PLANS.

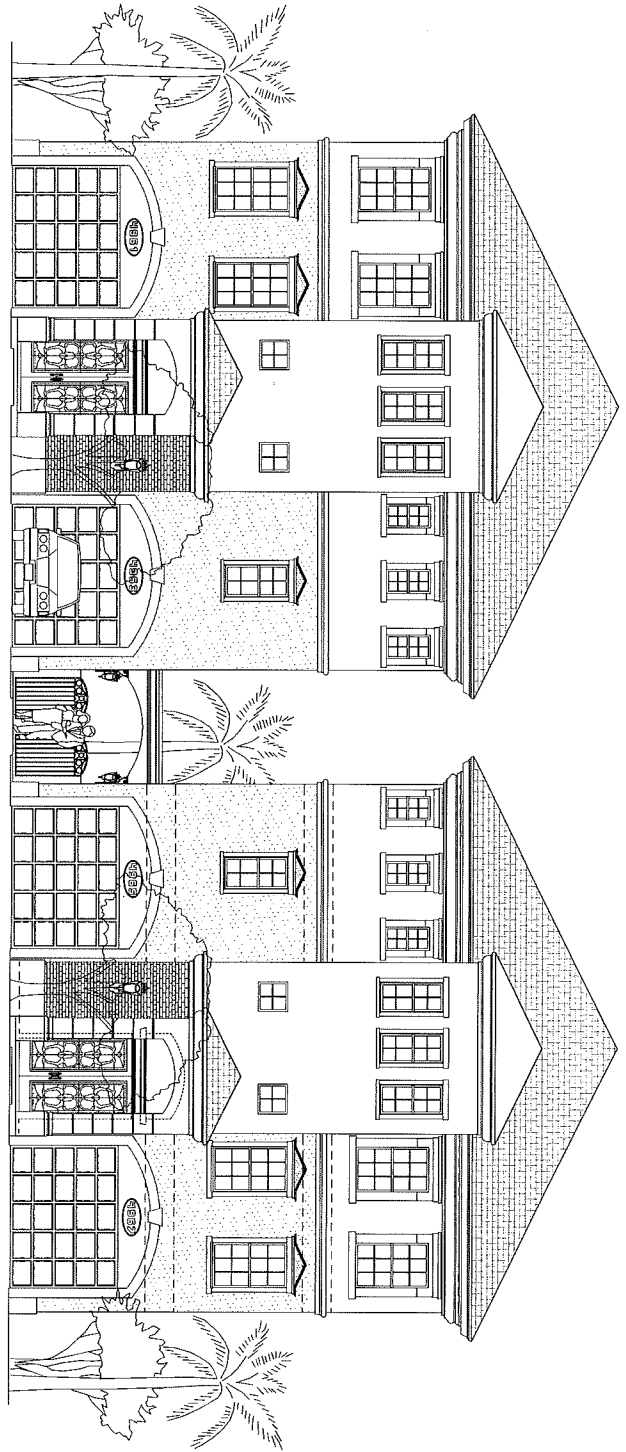
RETAINING WALL DETAIL
NOT TO SCALE



DECORATIVE VINYL FENCE DETAIL
NOT TO SCALE



RIVER TERRACE TOWNHOMES



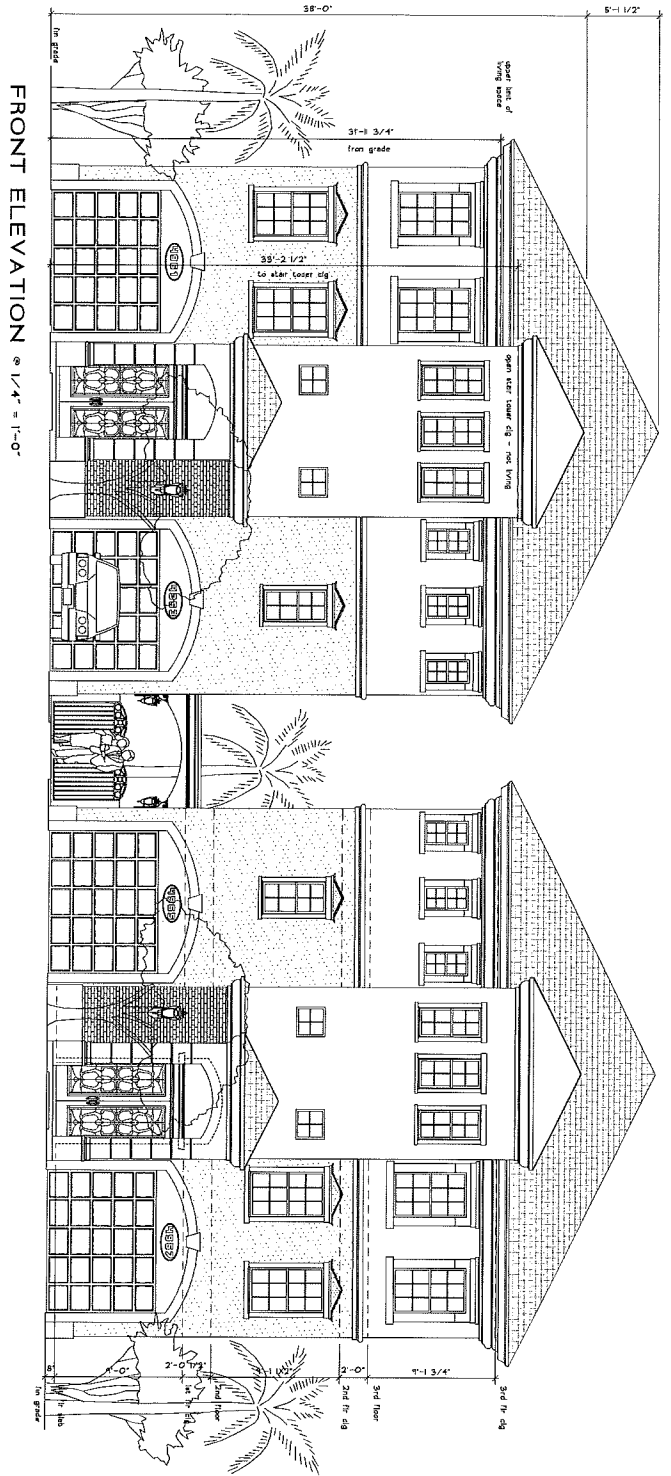
TOWNHOMES DESIGNED FOR:
RIVER POINTE
 LUXURY 3 STORY TOWNHOMES
 910 South Peninsula Drive Daytona Beach FL

JAMES DRAGO - ARCHITECT
 333 N.E. 24th STREET
 BOCA RATON, FLORIDA
 561-361-7161
 jdrago@bellsouth.net



Issue Date:	3/20/2011	
No.	Date	Description
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2		
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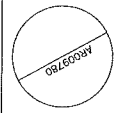
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 Project Number: 16043
 Designed By: JD
 Drawn By: ABJ
 Checked By: JD
 Sheet Title:
 Sheet Number: A-1



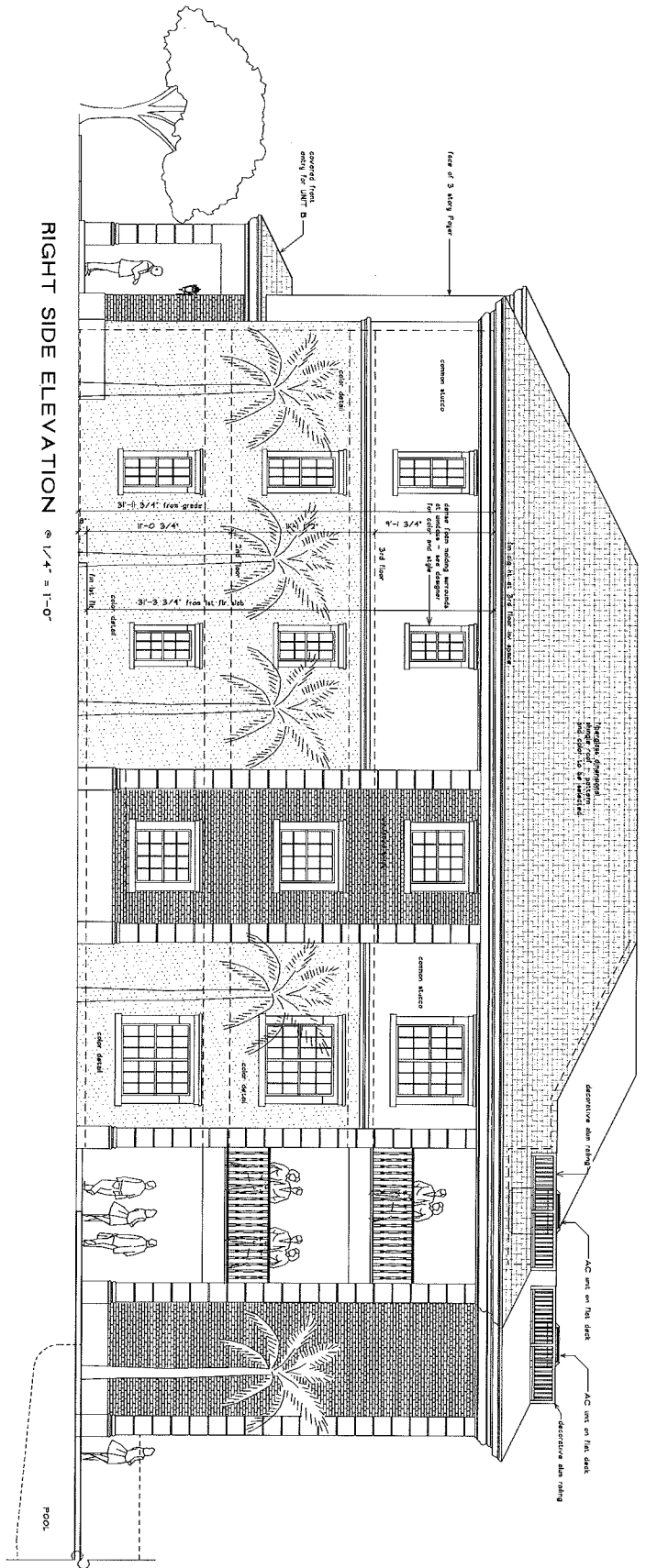
Date: 3/20/2011
 Project Number: 16043
 Designed By: JD
 Drawn By: ABJ
 Checked By: JD
 Sheet Title: Street Title
 Sheet Number: A-2

TOWNHOMES DESIGNED FOR:
RIVER POINTE
 LUXURY 3 STORY TOWNHOMES
 910 South Peninsula Drive Daytona Beach FL

JAMES DRAGO - ARCHITECT
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 jdrago@bellsouth.net



No.	Date	Revisions
1		
2		
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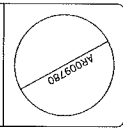


RIGHT SIDE ELEVATION @ 1/4" = 1'-0"

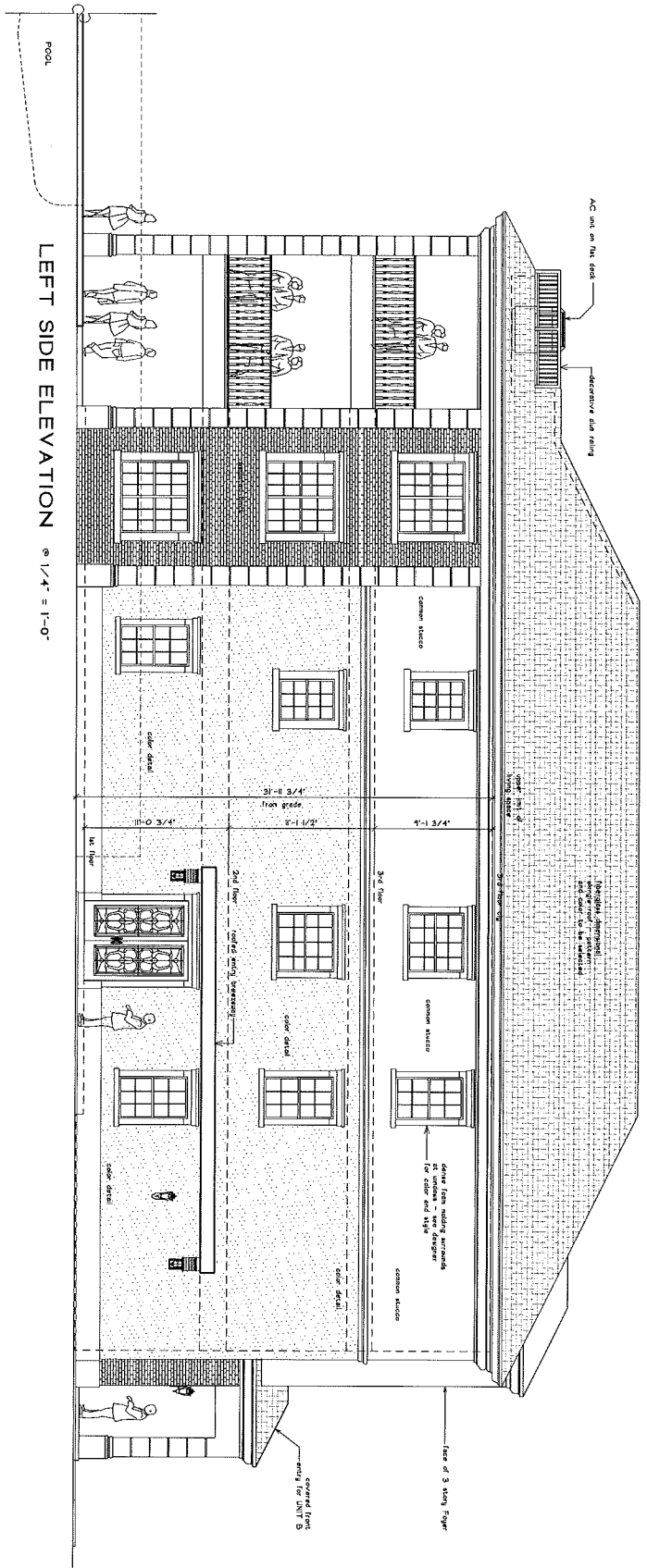
Date:	3/20/2011
Project Number:	150443
Designed by:	JD
Drawn by:	ABJ
Checked by:	JD
Sheet Number:	A-3

TOWNHOMES DESIGNED FOR:
RIVER POINTE
 LUXURY 3 STORY TOWNHOMES
 910 South Peninsula Drive Daytona Beach FL

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 jdrag@bellsouth.net



No.	Date	Description
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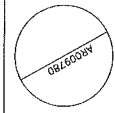


LEFT SIDE ELEVATION @ 1/4" = 1'-0"

Date:	3/20/2011
Project Number:	15043
Designed By:	JD
Drawn By:	ABJ
Checked By:	JD
Sheet Title:	
Sheet Number:	A-4

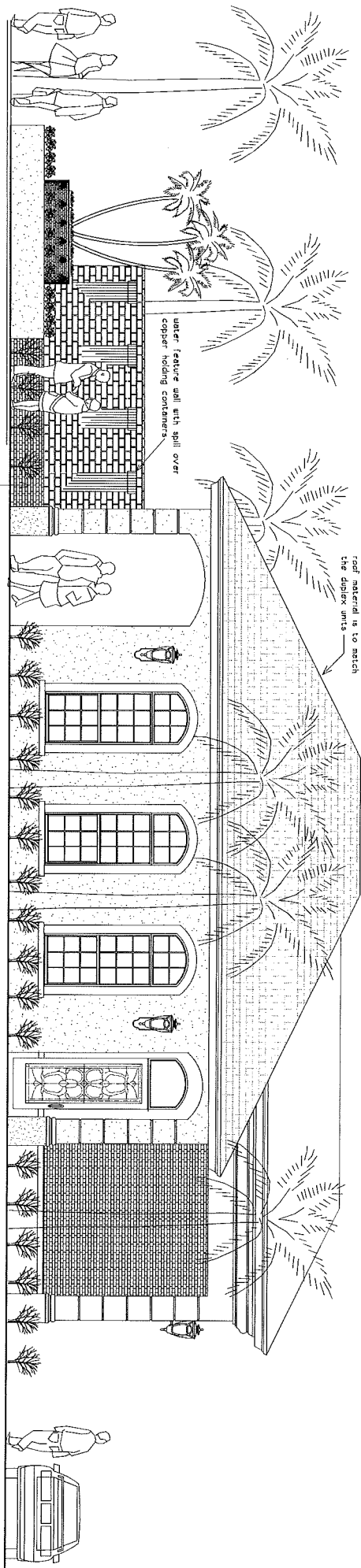
TOWNHOMES DESIGNED FOR:
RIVER POINTE
 LUXURY 3 STORY TOWNHOMES
 910 South Peninsule Drive Daytona Beach FL

JAMES DRAGO - ARCHITECT
 333 N.E. 24th STREET
 BOCA RATON, FLORIDA
 561-361-7161
 jpdrego@bellsouth.net



No.	Revision	Description
01		
02		
03		
04		
05		
06		
07		
08		
09		
10		

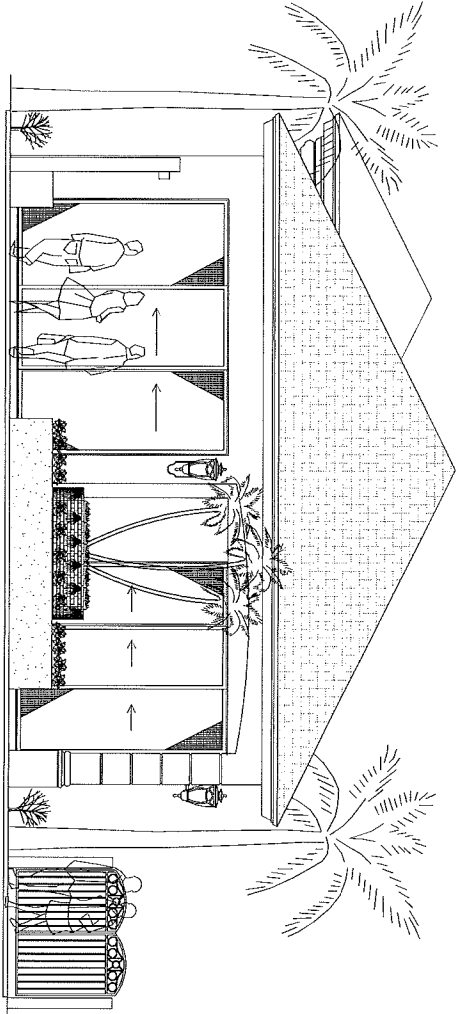
SOUTH ELEVATION @ 1/4" = 1'-0"



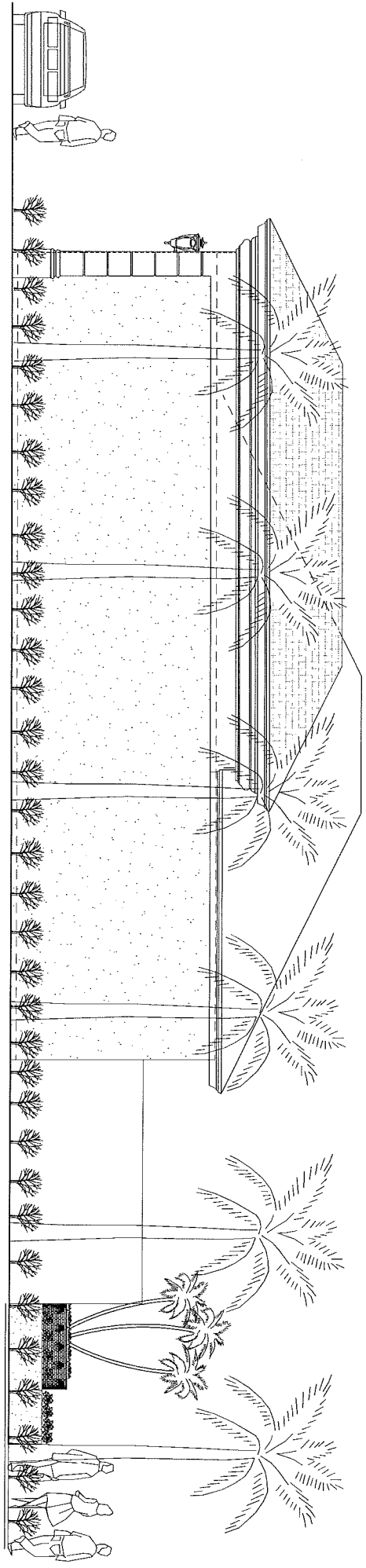
24" high brick wall at receiving pool - the recirculating pump is located in the pool

water feature wall with spill over copper holding containers

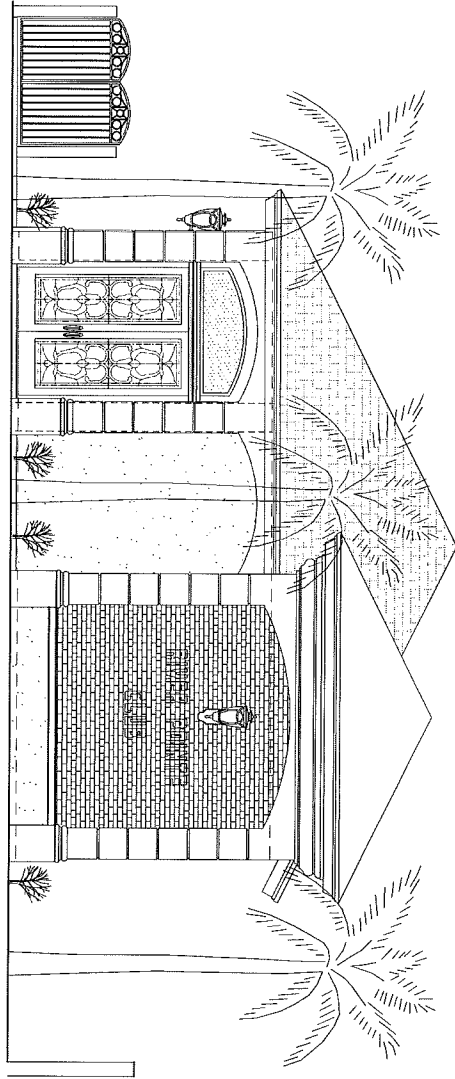
roof material is to match the duplex units



WEST ELEVATION @ 1/4" = 1'-0"



NORTH ELEVATION @ 1/4" = 1'-0"



PERMIT ELEVATION 1/2" = 1'-0"

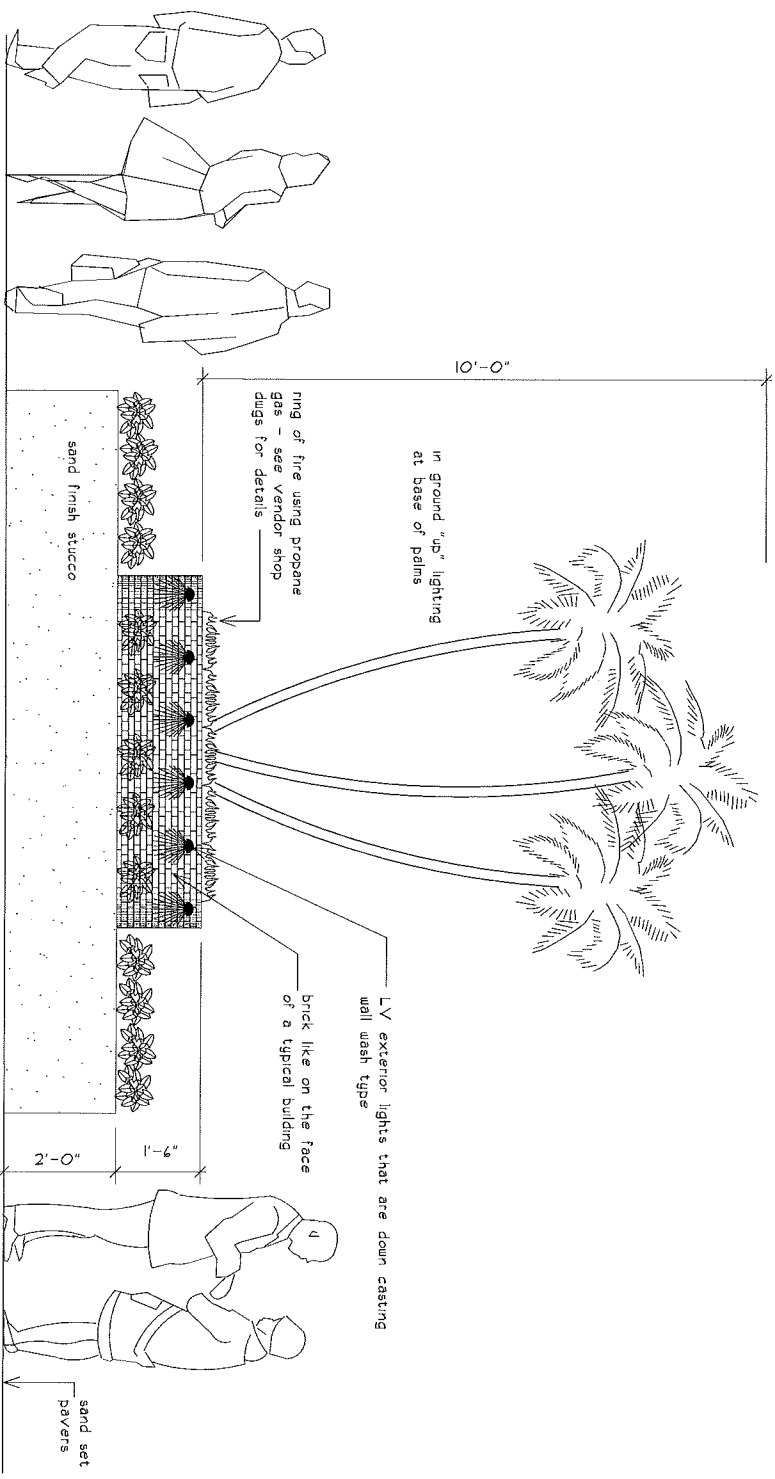






EXHIBIT "E"

