

Document prepared by:  
Robert A. Merrell, III, Esq.  
149 S. Ridgewood Avenue, Suite 700  
Daytona Beach, Florida 32114

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

## FRAMEWORK PLANNED DISTRICT AGREEMENT

The CITY OF DAYTONA BEACH, FLORIDA, a Florida municipal corporation located in Volusia County, Florida ("City"), and CONSOLIDATED TOMOKA LAND CO., the record title property owner ("Owner"), and FRAMEWORK GROUP, LLC ("Developer"), hereby agree and covenant, and bind their heirs, successors, and assigns, as follows. A portion of the property is part of an expired Planned District, this agreement revokes and supersedes that agreement to the extent that it affects the property included herein.

### **1. PROPERTY DESCRIPTION AND OWNERSHIP.**

A. The property subject to this Agreement consists of approximately 50.35+/- acres of real property ("Property") and is described in Exhibit "A", attached hereto and by reference made a part hereof.

B. The Property is currently under the sole ownership of Owner, but is under contract for purchase by Developer.

### **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.

Exhibit B: Planned Development Plan ("PD Plan"), prepared by Parker Mynchenberg & Associates, Inc.,

Exhibit C: Architectural Elevations, prepared by Charlan Brock & Associates,

Exhibit D: Sign Plan, prepared by Creative Sign Designs

3. **DEVELOPMENT PLAN.**

A. Developer has designated the Property as "**Framework 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 shall control.

C. Exhibit B (Planned Development Plan) generally depicts a potential layout of buildings, parking areas, driveways, access points and other potential features or improvements to the Property. To the extent actual buildings, features, improvements and uses are shown on the PD Plan, they are shown only for illustrative purposes. Owner or Developer shall be permitted to relocate such buildings and uses as the market dictates, so long as the relocation is otherwise consistent with this Agreement. All changes shall be subject to the Architectural and Design standards in Section 8 of this Agreement.

D. **LOT DEVELOPMENT CRITERIA.** The following lot development criteria shall apply to the Property:

- (1) Maximum building height of 45 feet;
- (2) Maximum individual building size of 100,000 sq. ft.
- (3) Minimum building setbacks: north 10 ft.; south 10 ft.; west 50 ft.; east 10 ft.
- (4) 35% Maximum building coverage;
- (5) 20% Minimum open space;
- (6) 80% Maximum impervious surface area;
- (7) Maximum density 20 (du/ac)
- (8) Maximum FAR of 2.25
- (9) Slopes within any dry retention pond(s) shall be 4:1 without a fence;
- (10) Dry retention pond(s) shall count toward open space requirements; and
- (11) Landscape requirements shall meet the 50 foot scenic setback criteria for Williamson Boulevard.

E. **SITE PLAN.** All site plans shall be reviewed in accordance with the procedures established by the LDC and be generally consistent with this Agreement and PD Plan.

F. **PHASING.** Development of the Property will occur in multiple phases. The order, size and configuration of phases may be modified, and each proposed phase shall be required to install all necessary infrastructure, including all necessary easements and dedications, in order to stand alone, with the support of previously build phases. In the

alternative, Owner may construct the infrastructure necessary for full buildout, including parking, of the Property during the construction of any phase. Each phase shall be built so as to be consistent with applicable City standards and the Agreement. In the event of a conflict between this Agreement and other City standards, this Agreement shall control. Permits for development of phases and sub-phases may be submitted for approval through the City's Site Plan process. Temporary staging of construction equipment and material shall be permitted on parcels in undeveloped phases during construction of developing phases.

**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 compliance with the Use-Specific Standards set forth in Article 5, LDC:

- Duplex
- Duplex subdivision
- Multifamily dwelling
- Multifamily complex
- Single-family detached dwelling
- Townhouse subdivision
- Assisted living facility
- Medical or dental clinic/office
- Medical or dental lab
- Nursing home facility
- Business services offices
- Professional services offices
- Other office facility

Restaurant without drive-in or drive-through service<sup>1</sup>  
Specialty eating or drinking establishment<sup>2</sup>  
Personal services establishment

## 6. INFRASTRUCTURE.

A. **STORMWATER.** An on-site stormwater retention facility exists on the Property consistent with the requirements of the Williamson North Professional Center Phase One Planned Commercial Development ("PCD") Agreement . The stormwater retention facility will be maintained at a level consistent with the standards of the St. Johns River Water Management District and the City of Daytona Beach. Collection and transmission facilities shall be located pursuant to the approved site plan, or site plans approved for individual lots or structures.

(1) The existing stormwater facility has the capacity to support development to the north of the Property. Future development of land north of the Property may enter into an agreement with the Owner or Developer to use the existing stormwater facility to serve the development.

B. **UTILITIES.** Water and sewer service shall be provided by the City of Daytona Beach. All utilities shall be constructed underground. Owner or Developer will also provide easements and grants for the installation, maintenance and upkeep of the public utilities including water, sewer, reclaim water, electrical and telephone, as well as cable television and fiber, if available. Water, sewer, reclaim water infrastructure must be constructed to current City standards and consistent with this Agreement. Offsite extensions for water, sewer and reuse shall be provided as required. Offsite utility infrastructure to support the project will be determined at Site Plan.

C. **ROADS.** Roadways shall be generally consistent with Exhibit B. However, the Owner or Developer may be permitted to modify the location and configuration of access driveways and internal roads and walkways so long as the modifications are otherwise consistent with this Agreement, the LDC, and the approved Traffic Impact Analysis required for site plan approval.

D. **PARKING.** Parking areas shall be generally consistent with Exhibit B. However, the number of off-street parking spaces required for any multifamily use shall be calculated at 1.75 parking spaces per unit based on the parking data provided , and accepted by City staff. Any office or commercial uses developed on the Property shall provide parking consistent with the requirements of the LDC.

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<sup>1</sup> This use shall be limited to no more than 40,000 square feet.

<sup>2</sup> This use shall be limited to no more than 40,000 square feet.

E. LANDSCAPING REQUIREMENTS. Landscaping shall be provided consistent with the LDC unless otherwise provided herein. Clustering of typical landscape requirements shall be permitted so long as the net total landscape material as required herein is still met. Coordination of landscaping shall be addressed at Site Plan; however, the following landscape buffers shall be required for the Property's overall periphery:

(1) Minimum Perimeter Landscape Buffers:

- a) Williamson Boulevard: 50 ft.
- b) North Boundary: 10 ft.
- c) East Boundary: 10 ft.
- d) South Boundary: 10 ft.

**7. PROPERTY 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 conservation easements, retention ponds, subdivision entry walls, and passive recreational areas.

B. Prior to final plat approval or prior to issuance of the first certificate of occupancy within the development, whichever is earlier, Developer will form and incorporate a non-profit property owners' association. The final plat shall include such language as the City may deem necessary to reflect the association's responsibilities. The association shall be responsible for operation, maintenance, and control of all common areas and common facilities, including signage, landscaping, and amenities. 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 property 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 final plat approval or prior to issuance of the first certificate of occupancy within the development or phase, whichever is earlier, 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.

## 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, including Section 6.12.C. relating to architectural standards along Williamson Boulevard 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) Corporate prototype design and materials shall be permitted provided they comply with the provisions of this section.

(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.

(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.**

Signage will be generally as shown on Exhibit D. Multifamily development shall comply with the subdivision and multifamily complex sign requirements and commercial development shall comply with the requirements of the LDC for the Residential/Professional (RP) zoning district.

**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, or for the first phase of a phased development, within three (3) years of the effective date of this Agreement. 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. If development is phased, application for construction permits for subsequent phases shall be submitted within seven (7) years from the date of the effective date of this Agreement.

C. Construction of phase one shall be substantially complete within ten (10) years of the effective date of this Agreement. Construction of any other phase must be substantially complete within fifteen (15) years of the initial effective date 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 and substantial 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 property 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 property 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 \_\_\_\_\_, 2018 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:

**CONSOLIDATED TOMOKA LAND CO., a Florida corporation**

[Signature]

By: [Signature]

Witness 1  
Thom Hill

Name: John Albright

Print Name of Witness 1

Title: President and CEO

[Signature]

Date: 6/29/2018

Witness 2  
E. SCOTT BULLOCK

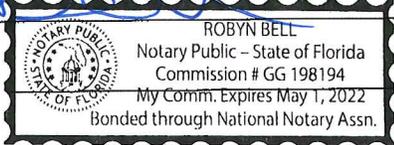
[Corporate Seal]

Print Name of Witness 2

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 29th day of June, 2018, by John Albright as President and CEO of Consolidated-Tomoka Land Co., referred to in this agreement as "Owner." He or she is  personally known to me or  produced as identification and did not take an oath.

[Signature]  
Notary Public  
Commission No. [Blank]



Signed, sealed and delivered in the presence of:	FRAMEWORK GROUP, LLC., a Florida limited liability company
	By: <u>[Signature]</u>
	Name: Phillip A. Smith
	Title: Manager
<u>[Signature]</u>	Date: <u>6/30/18</u>
Witness 1 <u>[Signature]</u> Print Name of Witness 1 <u>Elizabeth Jackson</u>	[Corporate Seal]
Witness 2 <u>[Signature]</u> Print Name of Witness 2 <u>Ashley Reichardt</u>	

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 30th day of JUNE, 2018, by Phillip A. Smith as Manager of Framework Group, LLC, referred to in this agreement as "Developer". He or she is  personally known to me or  produced as identification and did not take an oath.

[Signature]  
Notary Public  
Commission No: 223270



Approved as to legal form:

By: \_\_\_\_\_  
Robert Jagger, City Attorney

## EXHIBIT A

### Legal Description of the Property

OVERALL BOUNDARY DESCRIPTION: (BY SLIGER AND ASSOCIATES, INC.; JOB NO. 17-1193)

A PARCEL OF LAND SITUATED IN THE EAST 1/2 OF SECTION 31, TOWNSHIP 14 SOUTH, RANGE 32 EAST AND THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 14 SOUTH, RANGE 32 EAST, CITY OF DAYTONA BEACH, VOLUSIA COUNTY, FLORIDA, BEING ALL OF PARCEL "A" PIT-1 AND ALL OF PARCEL "B" PIT 2, AS SHOWN ON EXHIBIT A-1 OF THAT DEED RECORDED IN OFFICIAL RECORDS BOOK 5659, PAGE 2462 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA TOGETHER WITH A PORTION OF THAT PROPERTY DESCRIBED IN O.R.B. 4785, PAGE 4805 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 31, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID SECTION 32; THENCE ALONG THE EAST LINE OF SAID SECTION 31, S02°00'21"E, 2,763.91 FEET TO A POINT ON THE SOUTHERLY LINE OF THE ABERDEEN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 3974, PAGE 2304 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, S84°22'20"E, 1,045.92 FEET ALONG THE SOUTHERLY LINE OF SAID ABERDEEN PROPERTY TO THE NORTHEAST CORNER OF AFORESAID PARCEL "B" PIT-2, SAID CORNER ALSO BEING THE NORTHWESTERLY CORNER OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4987, PAGE 1710 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID PROPERTY AND THE EAST LINE OF SAID PARCEL "B" PIT-2, S10°10'30"W, 421.59 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL "B" PIT-2; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL "B" PIT #2, S70°30'45"W, 437.68 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE, N87°01'51"W, 248.76 FEET; THENCE DEPARTING SAID SOUTHERLY LINE OF PARCEL "B" PIT-2 AND CONTINUING ALONG THE WESTERLY LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4987, PAGE 1710 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, S01°58'17"E, 470.00 FEET; THENCE S60°58'22"W, 368.20 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, A 130.00 FEET RIGHT

{045845-001 : RPRIN/RPRIN : 02207488.DOC; 4}

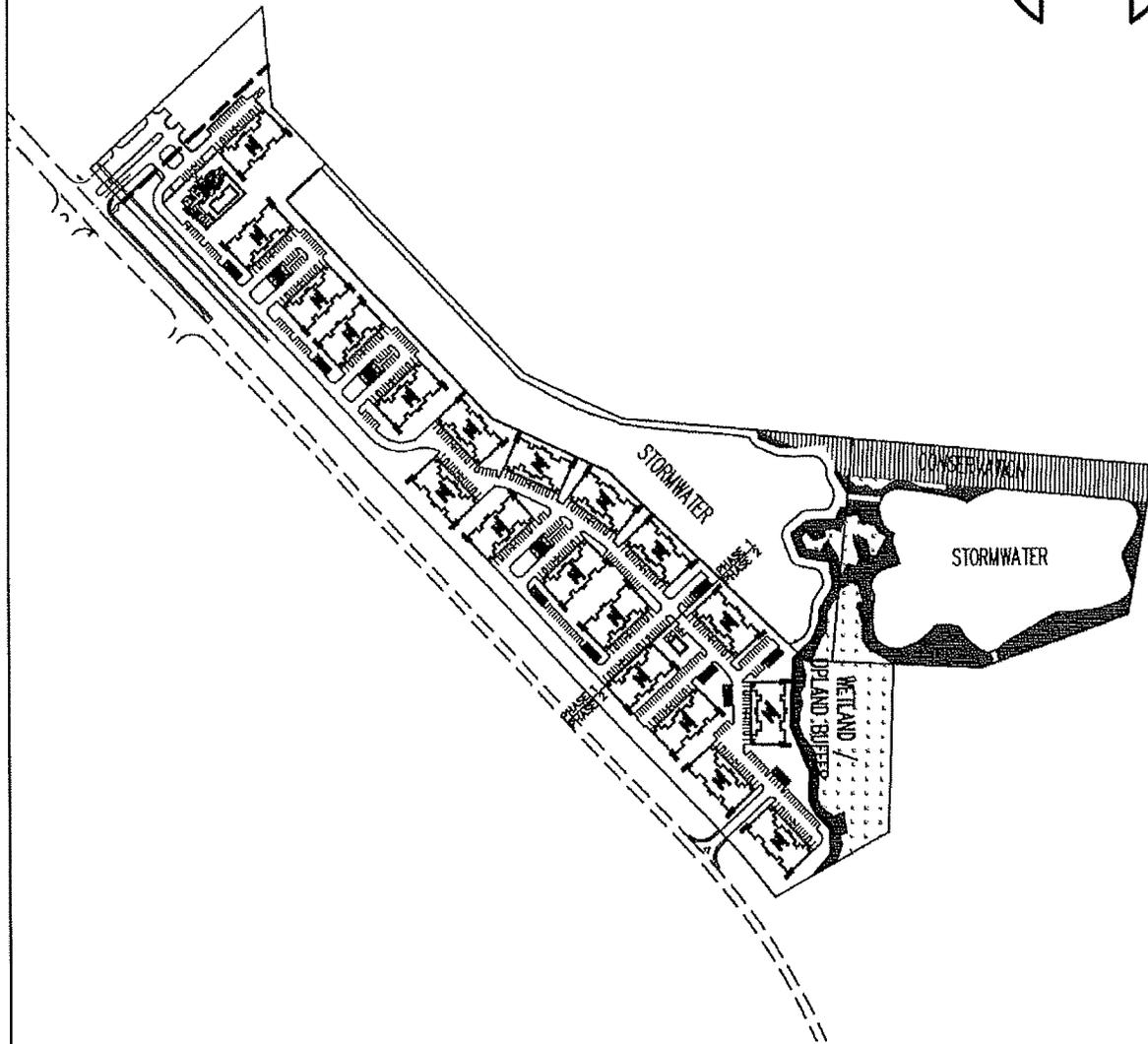
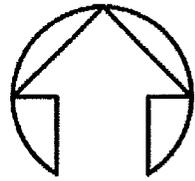
PD FORM  
REVISED June 2016

OF WAY PER O.R.B. 894, PAGE 667 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT LYING ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1990.08 FEET WITH A DELTA ANGLE OF 07°30'31" AND CHORD BEARING N39°16'30"W, 260.61 FEET; THENCE IN A NORTHWESTERLY DIRECTION ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 260.80 FEET; THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE, N43°01'45"W, 2,539.72 FEET; THENCE, DEPARTING SAID EASTERLY RIGHT OF WAY LINE, N46°58'13"E, 654.15 FEET TO A POINT ON THE WESTERLY LINE OF AFORESAID ABERDEEN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 3974, PAGE 2304 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING (4) FOUR CALLS, S05°11'27"E, 281.06 FEET; THENCE S43°01'45"E, 1,030.00 FEET; THENCE S65°13'16"E, 307.67; THENCE S84°22'20"E, 447.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,193,173 SQ. FT. OR 50.35 ACRES, MORE OR LESS.

**EXHIBIT B**

**PD Plan**



**PD PLAN**

**DAYTONA SHADE TREE APARTMENTS**

**PARKER MYNCHENBERG  
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS \* LANDSCAPE ARCHITECTS  
1728 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117  
(386) 677-8891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com  
CERTIFICATE OF AUTHORIZATION NUMBER 00003010

**EXHIBIT 'B'**

**EXHIBIT C**  
**Architectural Elevations**



CONCEPTUAL APARTMENT BUILDING ELEVATION



# DAYTONA APARTMENTS



**EXHIBIT D**  
**SIGN PLAN**



**CREATIVE SIGN DESIGNS**  
 12801 Commodity Place  
 Tampa, Florida 33626  
 Phone: 800-804-4809  
 Fax: 813-949-2311  
 www.creativesigndesigns.com

PROJECT: Solstice Apartments

SITE ADDRESS  
 7510 Lake Street  
 Orlando, FL 32809

CRM / Quote:  
**17847-74584**

Account Manager:  
 Project Manager/ Project Leader  
 Dawn McGoVERN  
 Designer:  
 BMK/GYM 6/20/17

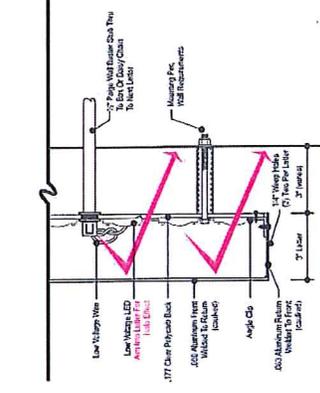
No.	Date	Description
01	7/20/17	Revised per Client feedback - 2D
02	8/22/17	Revised per Client feedback - 2D
03	8/22/17	Provided two color options for Note sign - 10" Sign type - 30"
04	10/23/17	Updated sign and floor plan Update - 2D
05	10/23/17	Updated sign and floor plan Update - 2D
06	10/23/17	Changed floor plan - BK

Approval:  
 Approved  
 Approved as noted  
 Revises and resubmit:  
 Name:  
 Date:

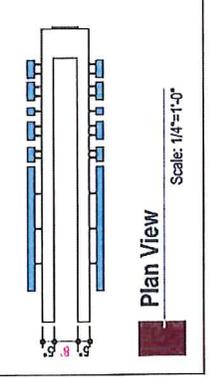
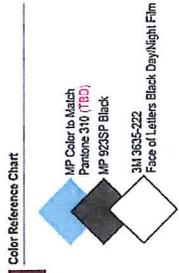
This Drawing and all reproductions  
 are the property of Creative Sign  
 Designs and may  
 be distributed or used in any way  
 without written consent.

Sheet: **5 OF 56**

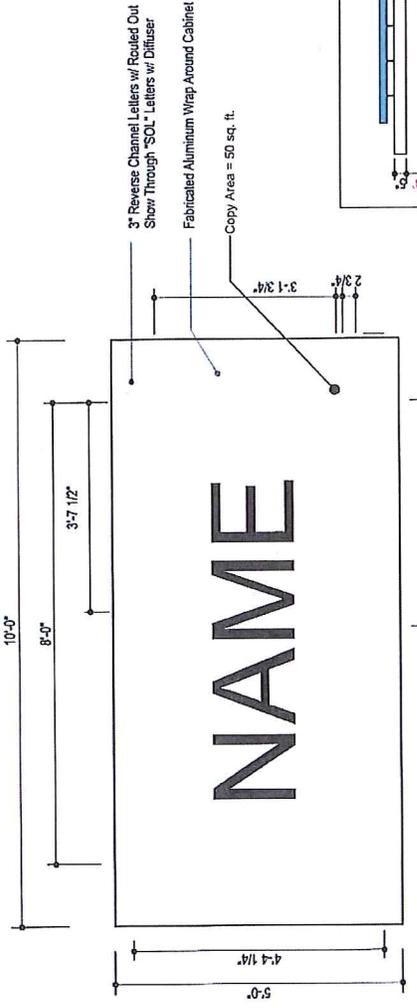
File Name:  
 17847 - 74584\_11-2-17  
 J:\KEYED IN PROJECTS\Solstice Apartments - Framework - 17847\74584 - Master



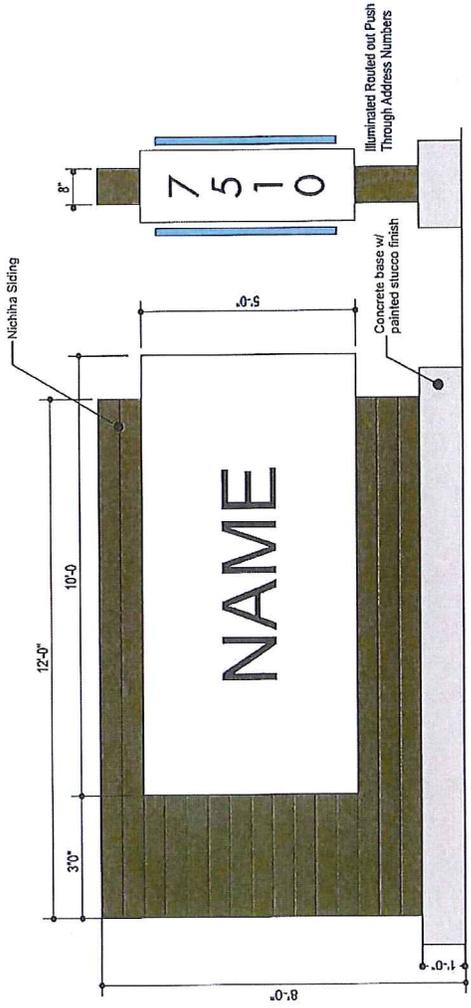
**Section Detail**  
 Illuminated Reverse Channel Letters Remote Power Source  
 Scale: NTS



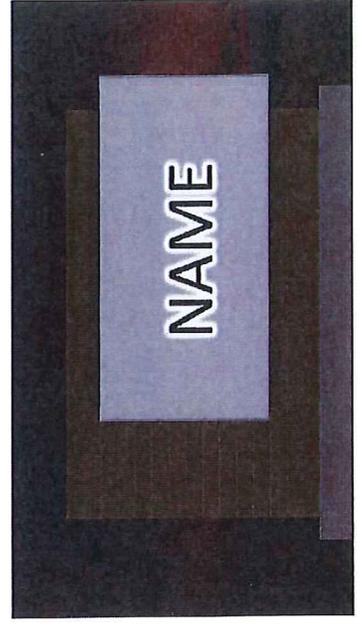
**Plan View**  
 Scale: 1/4"=1'-0"



**B Double Sided Primary Identity Ground Sign** Scale: 1/2"=1'-0"



**Proposed on Larger Monument Sign** Scale: 3/8"=1'-0"



**Night View Lighting Option Preview**  
 Scale: 3/8"=1'-0"

Proposed on Larger Monument Sign