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Document prepared by:
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City of Daytona Beach Records Clerk
P.O. Box 2451
Daytona Beach, FL 32115-2451

TOMOKA INDEPENDENT LIVING PLANNED DISTRICT AGREEMENT

The CITY OF DAYTONA BEACH, FLORIDA, a Florida municipal corporation located in Volusia County, Florida ("City"), and THP, LLC, the record title property owner ("Owner"), and BPS Independent Living, LLC ("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 46.81 +/- 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 in a joint venture agreement.

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: PD Plan, rev. date 5/16/18, prepared by Parker Mynchenberg & Associates Inc.,

Exhibit C: Architectural Elevations, rev. date 2/8/18, prepared by Charlan Brock Associates,

Exhibit D: Landscape Plan, rev. date 5/16/18 & 4/11/18, prepared by Parker Mynchenberg & Associates Inc.,

Exhibit E: Utility Plan, rev. date 6/23/17, prepared by Parker Mynchenberg & Associates, Inc.

3. DEVELOPMENT PLAN.

A. Developer has designated the Property as "**Tomoka Independent Living**".

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. 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. 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, or as desired, 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: 30 feet;
- (2) Maximum individual building size: 11,000 sq. ft.
- (3) Minimum building setbacks: interior side 20 ft.; street side 20 ft.; front 50 ft.; rear 25 ft.
- (4) Minimum building separation:
 - (a) Front-to-front: 40 ft.
 - (b) Front-to-rear: 30 ft.
 - (c) Front-to-side: 40 ft.
 - (d) Side-to-side: 14.5 ft.
- (5) Maximum building coverage: 30%;
- (6) Minimum open space: 20%;
- (7) Maximum impervious surface area: 80%;
- (8) Maximum density: 8 (du/ac)
- (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 Tomoka Farms Road.¹
- (12) Distance between multifamily buildings and paved parking areas to average at least 10 feet.

E. SUBDIVISION AND PLATTING. Except as provided herein, Developer may cause the Property to be subdivided in accordance with the requirements of the LDC, but does not intend to do so at this time. The Developer shall be permitted to process the division of Property as a minor subdivision consistent with the requirements of the LDC.

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 Property may be developed with multifamily dwellings or a multifamily complex, including related accessory uses, subject to compliance with the Use-Specific Standards set forth in Article 5, LDC.

6. INFRASTRUCTURE.

A. STORMWATER. An on-site stormwater retention/detention facility will be constructed in conjunction with the development. The stormwater retention/detention 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

¹ Air Conditioning Condenser Units shall be permitted to encroach within the scenic setback along Tomoka Farms Road a maximum of ten (10) feet and shall be screened from the view with additional landscaping.

shall be located pursuant to the approved site plan, or site plans approved for individual lots or structures.

B. UTILITIES. To the extent that utilities will need to be constructed on the Property, water and sewer service shall be provided by the City of Daytona Beach. All utilities shall be constructed underground. 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, and reclaim water infrastructure must be constructed to current City standards and consistent with this Agreement. To the extent that utilities are not currently available on site, the Developer shall extend utility lines to serve the development consistent with Exhibit E and as required by the LDC. Off-site utility infrastructure improvements to support the project will be reviewed at the time of final site plan approval.

C. ROADS. The location of access driveway, emergency access, internal roads and walkways shall be as generally depicted on the attached Exhibit B. Owner shall be permitted to relocate such roadways so long as the relocation is otherwise consistent with this Agreement and the LDC. Access roads shown on the PD Plan shall be owned by Owner. Connections, and any signage shown at the location, are contingent upon Owner having the necessary easement rights on the same.

D. LANDSCAPING REQUIREMENTS. Landscaping shall be provided consistent with Exhibit D. Clustering of typical landscape requirements shall be permitted along the building perimeter so long as the net total landscape material as required herein is still met. Coordination of landscaping shall be addressed at Site Plan.

Minimum Perimeter Landscaping Buffers²:

(i) Tomoka Farms Road	50	ft.
(ii) First Baptist Parkway	15	ft.
(iii) North Boundary	15	ft.
(iv) Western Boundary	0	ft.

E. PARKING. The actual location of parking fields may be as conceptually depicted on the attached Exhibit B. Owner shall be permitted to relocate such parking fields shown on Exhibit B so long as the relocation is otherwise consistent with this Agreement and the Planned Development PD Plan as approved.

7. COMMON AREA MAINTENANCE & PROPERTY RESTRICTIONS.

A. No common areas are proposed for this Property.

²Air Conditioning Condenser Units shall be permitted to encroach within the scenic setback along Tomoka Farms Road a maximum of ten (10) feet and shall be screened from the view with additional landscaping.

B. INDEPENDENT LIVING FACILITY. Nothing in this Agreement will prohibit the project from being used as an Independent Living Facility. The project is considered by the Developer to be "housing for older persons" pursuant to Section 760.29(4), Florida Statutes (2017), and 42 U.S.C.A. § 3607(b)(2)(C) of the Federal Fair Housing Act (2017).

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) 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) 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.

(6) No outside display or storage shall be permitted.

(7) No vending machines shall be permitted on outside walkways or other outdoor pedestrian areas.

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

(9) 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.

9. ENVIRONMENTAL CONSIDERATIONS.

A. 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.

B. Development within the City's jurisdiction shall comply with wetland protection requirements of the State's Environmental Resource Permitting (ERP) Program (as authorized by Part IV, Chapter 373 of the Florida Statutes and contained in Chapters 62-330 of the Florida Administrative Code) and the Volusia County Wetland Ordinance (Code of Ordinances, Chapter 72, Article III, Division 11).

10. SIGNAGE.

A. The PD shall have a uniform sign program and shall comply with Section 6.10.J.11, Subdivision and Multifamily Complex Signs, of the LDC.

B. Owner shall be permitted to relocate such signage, so long as relocation is otherwise consistent with this Agreement. The actual copy area and sign shape may be revised so long as the sizes of the sign and the total sign copy area are not increased. Signage shall be reviewed during the Site Plan approval process and shall be approved provided that it is substantially consistent with the description herein and meets, but does not exceed, applicable LDC requirements for Subdivisions and Multifamily Complexes to the extent not addressed 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 development within two (2) years 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. If phased, construction of phase one shall be substantially complete within two (2) 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) Changes 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.

(4) 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.

(5) 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.

(6) 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. No property owner other than the 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 (1) 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.

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:

THP, LLC., a Florida limited liability company [OWNER]

Peggy M. Higuera
Witness 1

By: [Signature]

Peggy M. Higuera
Print Name of Witness 1

Name: Zachary E. Stoumbos
Title: Manager

Deborah D. Lacroix
Witness 2

Date: 8/30/18

Deborah D. Lacroix
Print Name of Witness 2

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 30th day of August, 2018, by Zachary E. Stoumbos as Manager of THP, LLC, 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. _____



Commission No: _____

Signed, sealed and delivered in the presence of:

BPS Independent Living, LLC., a Florida limited liability company [DEVELOPER]

Peggy M. Higuera
Witness 1

By: [Signature]

Peggy M. Higuera
Print Name of Witness 1

Name: Robert Browning Jr.
Title: Manager

Deborah D. Lacroix
Witness 2

Date: 8/30/18

Deborah D. Lacroix
Print Name of Witness 2

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 30th day of August, 2018, by Robert Browning Jr. as Manager of BPS Independent Living, 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.



Deborah D. Lacroix
Notary Public
Commission No. _____

Approved as to legal form:

By: _____
Robert Jagger, City Attorney

EXHIBIT A

Legal Description of the Property

TAKEN FROM OWNERS INSURANCE POLICY PREPARED BY ATTORNEYS' TITLE INSURANCE FUND POLICY NO.: OPM-2213311 WITH AN EFFECTIVE DATE OF 04-30-03 2:47 P.M.

A PORTION OF SECTION 34, TOWNSHIP 15 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF TOMOKA FARMS ROAD, A 100' RIGHT OF WAY, WITH THE CENTERLINE OF THE OLD DELAND ROAD (CURRENTLY NAMED BELLEVUE AVENUE); THENCE SOUTH 14°58'09" EAST ALONG THE CENTERLINE OF SAID TOMOKA FARMS ROAD, A DISTANCE OF 1720.83' TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 22,978.73'; THENCE SOUTHERLY ALONG THE ATC OF SAID CURVE FOR A DISTANCE OF 614.54' AND THROUGH A CENTRAL ANGLE OF 1°31'56" TO A POINT; THENCE DEPARTING SAID CENTERLINE RUN SOUTH 89°00'51" WEST, A DISTANCE OF 51.21' TO A POINT IN THE WESTERLY LINE OF SAID TOMOKA FARMS ROAD; THENCE CONTINUE SOUTH 89°00'51" WEST, A DISTANCE OF 1356.00' TO A POINT; THENCE SOUTH 20°27'10" EAST, A DISTANCE OF 367.81' TO A POINT; THENCE SOUTH 8°18'47" EAST, A DISTANCE OF 369.15' TO A POINT; THENCE SOUTH 32°53'12" WEST, A DISTANCE OF 160.24' TO A POINT; THENCE SOUTH 17°07'06" EAST, A DISTANCE OF 772.70' TO A POINT; THENCE NORTH 89°00'51" EAST PARALLEL WITH THE NORTH LINE OF THIS PARCEL, A DISTANCE OF 1375.39' TO A POINT IN THE WESTERLY LINE OF SAID TOMOKA FARMS ROAD; THENCE NORTH 11°52'03" WEST ALONG SAID WESTERLY LINE, A DISTANCE OF 980.07' TO A POINT OF TANGENCY OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 22928.73'; THENCE CONTINUE NORTHERLY ALONG SAID CURVE AND WESTERLY LINE FOR A DISTANCE OF 639.06' AND THROUGH A CENTRAL ANGLE OF 1°35'49" TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THE SOUTHERLY 100' THEREOF; MEASURED AT RIGHT ANGLES.

NEW PROPERTY DESCRIPTION PREPARED BASED ON FDOT AND VOLUSIA COUNTY RIGHT-OF-WAY MAPS FOR TOMOKA FARMS ROAD

COMMENCING ON THE CENTERLINE OF TOMOKA FARMS ROAD AT STATION 453+00.77 AS SHOWN ON THE FDOT RIGHT-OF-WAY MAP FP NO. 422627-1 DATED APRIL 27, 2016, SAID POINT ALSO BEING 1.52 FEET LEFT OF THE CENTERLINE OF SURVEY LINE "D" AS SHOWN ON SAID MAP; THENCE LEAVING SAID CENTERLINE STATION 453+00.77 AND RUNNING ALONG THE CENTERLINE OF SURVEY OF

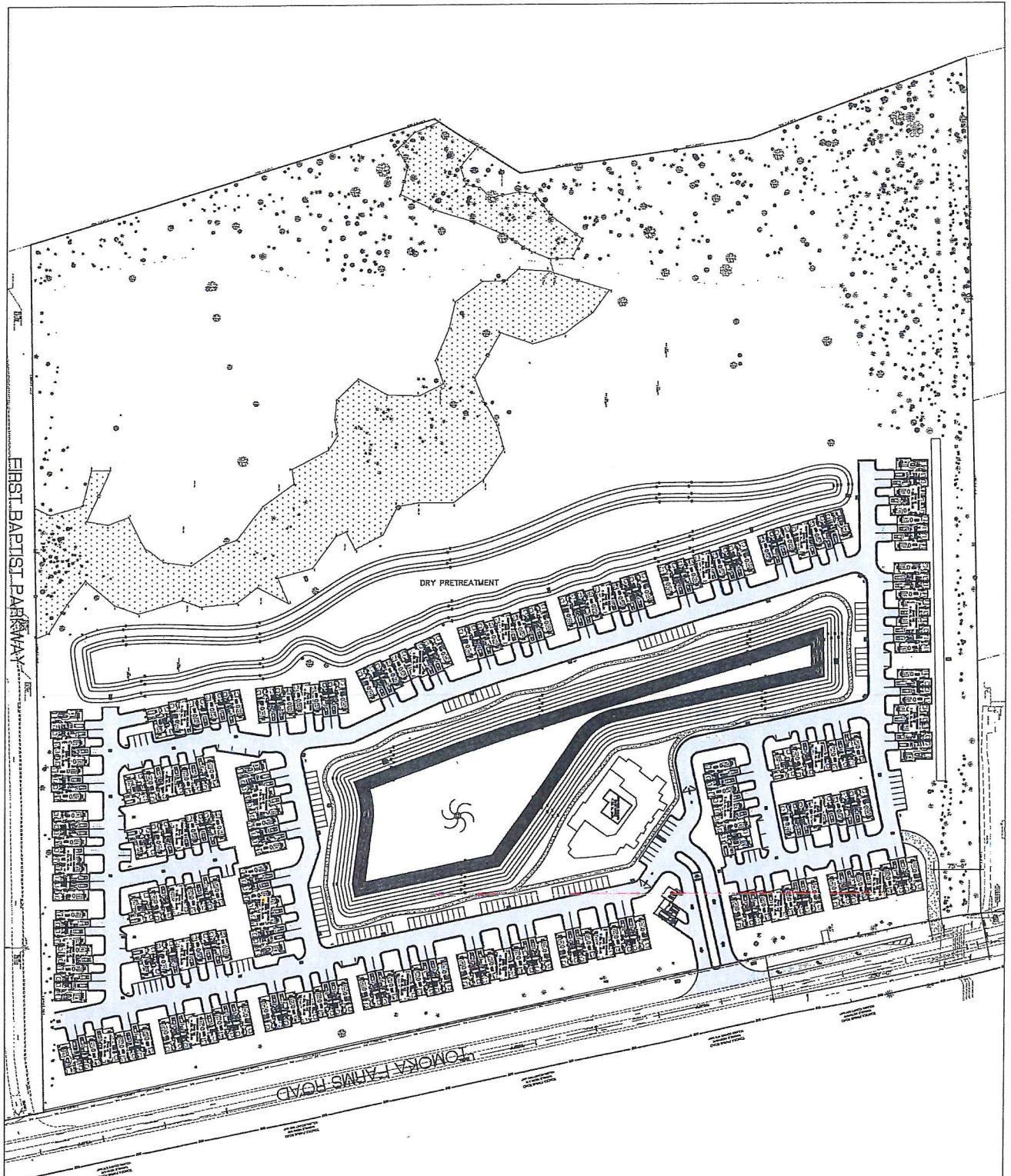
TOMOKA FARMS ROAD AS SHOWN ON SAID MAP SOUTH 14°56'48" EAST FOR A DISTANCE OF 2165.92 FEET TO CENTERLINE STATION 431+34.85; THENCE LEAVING THE CENTERLINE OF SURVEY FOR SAID TOMOKA FARMS ROAD SOUTH 75°03'06" WEST FOR A DISTANCE OF 46.99 FEET TO THE WESTERLY RIGHT-OF-WAY OF SAID TOMOKA FARMS ROAD AND THE POINT OF BEGINNING;

THENCE RUNNING WITH THE WESTERLY RIGHT-OF-WAY OF SAID TOMOKA FARMS ROAD THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES, 1) SOUTH 04°55'48" EAST FOR A DISTANCE OF 33.09 FEET, 2) SOUTH 10°36'39" EAST FOR A DISTANCE OF 100.04 FEET, 3) SOUTH 12°19'45" EAST FOR A DISTANCE OF 100.00 FEET, 4) SOUTH 11°45'23" EAST FOR A DISTANCE OF 100.00 FEET; 5) SOUTH 12°19'45" EAST FOR A DISTANCE OF 100.00 FEET, 6) SOUTH 12°09'26" EAST FOR A DISTANCE OF 100.00 FEET, 7) SOUTH 11°55'41" EAST FOR A DISTANCE OF 100.00 FEET, 8) SOUTH 11°45'23" EAST FOR A DISTANCE OF 100.00 FEET, 9) SOUTH 12°02'34" EAST FOR A DISTANCE OF 100.00 FEET, 10) SOUTH 12°02'34" EAST FOR A DISTANCE OF 100.00 FEET, 11) SOUTH 12°19'45" EAST FOR A DISTANCE OF 100.00 FEET, 12) SOUTH 11°45'23" EAST FOR A DISTANCE OF 100.00 FEET, 13) SOUTH 12°19'45" EAST FOR A DISTANCE OF 100.00 FEET, 14) SOUTH 11°45'23" EAST FOR A DISTANCE OF 100.00 FEET, 15) SOUTH 12°02'34" EAST FOR A DISTANCE OF 100.00 FEET, 16) SOUTH 12°02'34" EAST FOR A DISTANCE OF 82.22 FEET; THENCE LEAVING THE WESTERLY RIGHT-OF-WAY OF SAID TOMOKA ROAD SOUTH 89°00'45" WEST FOR A DISTANCE OF 1385.26 FEET; THENCE NORTH 17°07'12" WEST FOR A DISTANCE OF 668.60 FEET; THENCE NORTH 32°53'06" EAST FOR A DISTANCE OF 160.24 FEET; THENCE NORTH 08°18'53" WEST FOR A DISTANCE OF 369.15 FEET; THENCE NORTH 20°27'16" WEST FOR A DISTANCE OF 367.81 FEET; THENCE NORTH 89°00'45" EAST FOR A DISTANCE OF 1367.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 46.81 ACRES OF LAND MORE OR LESS.

EXHIBIT B

PD Plan



NO.	DATE	DESCRIPTION	BY

REVISIONS

PARKER MYNCHENBERG & ASSOCIATES, INC.
 PROFESSIONAL ENGINEERS
 1520 GUNN HILL ROAD, SUITE 100, AUSTIN, TX 78741
 (512) 426-1111 FAX (512) 426-1114 E-MAIL: info@parkermynchenberg.com
 CORPORATION OF AUTHORIZED REGISTERED PROFESSIONALS

EXHIBIT B - PD PLAN

TOMOKA FARMS
 INDEPENDENT LIVING
 DAYTONA BEACH, FLORIDA

DESIGNER: PARKER MYNCHENBERG
 DATE: 11-15-11
 SHEET: 1 OF 1

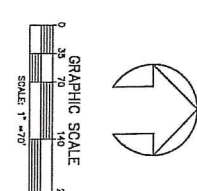


EXHIBIT C

Architectural Elevations

EXHIBIT D
Landscape Plan

EXHIBIT E

Utility Plan

