

Document prepared by:  
Jonathan A. Martin P.E.  
189 South Orange Avenue, Suite 1000  
Orlando, FL 32801

**BEVILLE COMMERCIAL  
PLANNED DISTRICT AGREEMENT**

The CITY OF DAYTONA BEACH, FLORIDA, a Florida municipal corporation located in Volusia County, Florida ("City"), BEVILLE INVESTORS LLC, and SUN BEACH INVESTMENT CO, (Florida limited liability companies) the record title property owners ("Owners"), 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 3.7± 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 sole ownership of owners.

C. The development area consists of two parcels. The westernmost parcel is vacant, and the easternmost is already developed but is an out-dated site, located at the southwest corner of the intersection of Beville Road (SR-400) and South Clyde Morris Boulevard.

**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, date certified 09/10/2018, prepared by Kimley Horn

Exhibit B: PD Plan, date certified 09/10/2018, prepared by Kimley Horn

Exhibit C: PD Landscape Plan, date certified 09/10/2018, prepared by Kimley Horn

Exhibit C2: PD Landscape Plan – ROW Buffer Plantings, date certified 09/10/2018, prepared by Kimley Horn

### 3. DEVELOPMENT PLAN.

A. Developer has designated the Property as "**BEVILLE COMMERCIAL**".

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 generally consistent with Exhibits B, C & C2. The exhibits generally depict the planned layout of the site, including buildings, parking areas, screening fences, driveways, common areas, and other planned features or improvements to the Property. Architectural details shall be determined during site plan and shall be subject to the architectural standards in the LDC and this agreement.

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

- |     |   |                |
|-----|---|----------------|
| (1) | Maximum floor area ratio (FAR):   | 1.0            |
| (2) | Minimum lot area:   | 20,000 sq. ft. |
| (3) | Minimum lot width:  | 100 ft         |
| (4) | Maximum impervious surface area:  | 80%            |
| (5) | Maximum building height:  | 35 ft          |
| (6) | Maximum individual building size:   | 20,000 sq. ft. |
| (7) | Minimum building setbacks:  |                |
|     | North   | 35 ft          |
|     | South   | 25 ft          |
|     | East  | 25 ft          |
|     | West  | 25 ft          |
| (8) | Minimum perimeter landscape strips/buffers:   |                |
|     | North   | 35 ft*         |
|     | South   | 7.5 ft         |
|     | East (Eastern Parcel)   | 15 ft          |
|     | East (Western Parcel)   | 7.5 ft         |
|     | West  | 7.5 ft         |
| (9) | Slopes within any dry retention pond(s) shall be 4:1 without a fence; retention pond(s) shall count toward open space requirements; and landscaping shall be generally consistent with Exhibit C. |                |

\*The 35' landscape strip for the north side of the property is a modification of the required 50' Scenic Thoroughfare Overlay (STO) landscape yard for Beville Rd.

\* The plant materials shall meet the LDC requirements for the 50' STO landscape yard, but the plant density and tree caliper will be increased.

\*Building perimeter landscaping shall not be required along the fronts of all proposed buildings.

E. Site Plan.

All site plans shall be reviewed in accordance with the procedures established in the LDC and this agreement.

**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 Section 3.4.Zof 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 of the LDC:**

- Adult Day Care Center
- Antique Store
- Art Gallery
- Art,Crafts, Music, Dance, Photography, Or Martial Arts Studio/School
- Bank or Financial Institution with Drive-Through Service
- Bank or Financial Institution Without Drive-Through Service
- Book or Media Shop
- Business Services Offices
- Car Wash or Auto Detailing
- Check Cashing Service
- Child Care Facility
- College or University

Contractor's Office  
Convenience Store (24HR, With or Without Fueling Stations)  
Drug Store or Pharmacy with Drive-Through Service  
Drug Store or Pharmacy Without Drive-Through Service  
Dry Cleaning or Laundry Drop-Off Establishment  
Florist Shop  
Gas Station  
Gift Shop or Stationery Store  
Grocery Store  
Home and Building Supply Center  
Jewelry Store  
Large Retail Sales Establishment  
Liquor or Package Store  
Medical or Dental Clinic/Office  
Medical or Dental Lab  
Indoor Recreation/Entertainment Use  
Other Office Facility  
Other Retail Sales establishments  
Personal Services Establishment  
Place of Worship  
Private School With 20 Or More Students  
Private School with Fewer Than 20 Students  
Professional Services Offices  
Public School  
Restaurant with Drive-In Service  
Restaurant with Drive-Through Service  
Restaurant Without Drive-In or Drive-Through Service  
Specialty Eating Or Drinking Establishment  
Travel Agency  
Vocational or Trade School

**The following uses are prohibited within the property:**

Body Piercing Establishments  
Crematories  
Farmers Markets  
Flea Markets  
Funeral Homes or Mortuaries  
Laundromat  
Night Club  
Cabaret  
Adult Entertainment  
Tattoo Establishments

**6. INFRASTRUCTURE.**

All development infrastructure and connection to public systems will be constructed in two phases, subject to an approved City site plan.

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 City of Daytona Beach and the St. Johns River Water Management District. In accordance with Section 7.2.M of the LDC, the most stringent regulations shall apply. Required stormwater collection and transmission facilities shall be located pursuant to the approved final site plan for the PD.

B. Utilities.

The existing utility connections at the site will be used unless connection modifications are required by the City or Owner.

C. Public Facilities.

No on-site public facilities are planned or required.

D. Landscaping.

Landscaping on the property shall comply with Exhibit C & C2, PD Landscape Plan, this agreement, and the applicable provisions in the LDC.

**7. PROPERTY OWNERS' ASSOCIATION AND COMMON AREA MAINTENANCE.**

There will be no common areas within the development.

**8. ARCHITECTURAL AND DESIGN STANDARDS.**

A. The subject property is located along two Major City Thoroughfares. The project will be required to comply with Section 6.12.C of the LDC unless otherwise modified herein. Corporate architecture shall be permitted on the site. Individual occupants shall be allowed to utilize their corporate models subject to the standards provided herein. 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 convey a sense of quality and permanence. Lower grade materials, such as unfinished concrete and pre-fabricated metal, shall be prohibited.

(2) Corporate prototype design and materials shall be permitted provided they comply with the provisions of this section.

(3) False or real windows shall be provided on all elevations visible from the public right of way in sufficient size and number to complement the proportions of the building.

(4) 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.

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

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

(7) Vending machines, including the sale of ice, propane, Red Box rentals, Amazon Lockers, or other similar commercial services shall be permitted on outside walkways or other pedestrian areas and shall be developed in accordance with Section 5.3.C.30 of the LDC.

\*Waiver requested for the Major City Thoroughfare design criteria only to apply to those sides of the building directly facing a Major City Thoroughfare.

\*Waiver requested reduce the requirement that roofs less than 200' wide shall have multiple rooflines and changes of planes with a three foot projection, recess, ridge, or valley no less than every 30' to no less than every 45', as required by section 6.12.C.4.g and 6.12.C.4.h of the LDC.

\*Waiver requested to increase the allowable canopy area for gasoline filling stations from 500 square feet, as stated in section 5.3.C.4 of the LDC, to 4,500 square feet.

\*Modification requested to reduce the required changes of plane for buildings less than 200' wide, as required by section 6.12.C.4.b of the LDC, from 30' to 40'.

## 9. ENVIRONMENTAL CONSIDERATIONS.

Landscaping on the Property shall comply with Exhibit "C" & Exhibit "C2", PD Landscape Plan and 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. To the extent applicable, the tree preservation requirements of Section 6.15.A of the LDC shall apply.

There are no environmentally sensitive areas on-site, as the site has been previously developed.

## 10. SIGNAGE.

The PD shall have a uniform sign program, as follows:

### A. Monument Signs

1. Maximum Number 3
2. Maximum sign Area: 360 sq. ft. (120 sq. ft. / each)

***\*Two (2) static EMC (Electronic Message Center) signs are to be allowed for fuel pricing on the eastern parcel and shall only change once every 24 hours.***

***\*EMC portion of each monument sign shall not exceed 17.5 sq.ft.***

### B. Wall Signs

1. Maximum Sign Area 400 sq. ft.

*\* Copy area may be distributed to multiple signs but the total copy area shall not exceed four hundred (400) square feet*

C. All signage shall utilize designs and finishes which are architecturally compatible with any proposed buildings.

D. To the extent not address herein, signage shall comply with the applicable LDC requirements for the BR-2 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, within five (5) 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. Construction of phase one shall be substantially complete within 2 years of the approval of this Agreement, and construction of the entire project shall be complete within 5 years of 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 fifteen 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.

### **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 \_\_\_\_\_, 201\_\_ by \_\_\_\_\_ and \_\_\_\_\_, 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: **BEVILLE INVESTORS, LLC.**  
a Florida limited liability company

\_\_\_\_\_  
Witness 1 By: \_\_\_\_\_  
Name: Ryan Stahl  
Title: Manager

\_\_\_\_\_  
Print Name of Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Print Name of Witness 2 Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by **Ryan Stahl**, as a manager of **Beville Investors, 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.

\_\_\_\_\_  
Notary Public  
Commission No.: \_\_\_\_\_

Signed, sealed and delivered in the presence of: **SUN BEACH INVESTMENT CO.**  
a Florida limited liability company

\_\_\_\_\_  
Witness 1

By: \_\_\_\_\_  
Name: Albert Segev  
Title: Manager

\_\_\_\_\_  
Print Name of Witness 1

\_\_\_\_\_  
Witness 2

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Witness 2

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by **Albert Segev**, as a manager of **Sun Beach Investment 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.

\_\_\_\_\_  
Notary Public  
Commission No.: \_\_\_\_\_

Exhibit A  
Legal Description of Property

## EXHIBIT A: PROPERTY LEGAL DESCRIPTION

(Tax Parcel: 30-15-33-00-03-0022)

Being a portion of Section 30, Township 15 South, Range 33 East, Volusia County, Florida: being more particularly described as follows:

From the Southwest corner of said Section 30, run North  $00^{\circ}33'28''$  East along the West line of said Section 30, a distance of 1416.04 feet to the Southerly right-of-way of Beville Road (State Road 400), a 100 foot wide right-of-way, thence North  $64^{\circ}22'40''$  East along the southerly right-of-way of said Beville Road a distance of 1390.80 feet to the Point of Beginning: thence continue North  $64^{\circ}22'40''$  East along the southerly right-of-way line of said Beville Road a distance of 249.57 feet; thence departing said right-of-way line, run South  $25^{\circ}37'20''$  West a distance of 287.50 feet; thence South  $15^{\circ}50'09''$  West, a distance of 376.95 feet; thence North  $25^{\circ}37'20''$  West, a distance of 570 feet to the Point of Beginning.

**2.415 Acres total.**

(Tax Parcel: 30-15-33-00-04-0023)

Being a portion of Section 30, Township 15 South, Range 33 East, Volusia County, Florida: being more particularly described as follows:

From the Southwest corner of said Section 30, run North  $00^{\circ}33'28''$  East along the West line of said Section 30, a distance of 1416.04 feet to the Southerly right-of-way of Beville Road (State Road 400), a 100 foot wide right-of-way, thence North  $64^{\circ}22'40''$  East along the southerly right-of-way of said Beville Road a distance of 1640.37 feet to the Point of Beginning: thence continue along said right-of-way North  $64^{\circ}22'40''$  East a distance of 208.70 to an intersection of the westerly right-of-way of Clyde Morris Boulevard, a 100 foot wide right-of-way; thence run South  $25^{\circ}36'03''$  East along said westerly right-of-way a distance of 287.50 feet; thence departing said right-of-way, run South  $64^{\circ}22'40''$  West a distance of 208.59 feet; thence North  $25^{\circ}37'20''$  West a distance of 287.50 feet to the Point of Beginning.

**1.285 Acres total.**

Exhibit B  
PD Plan





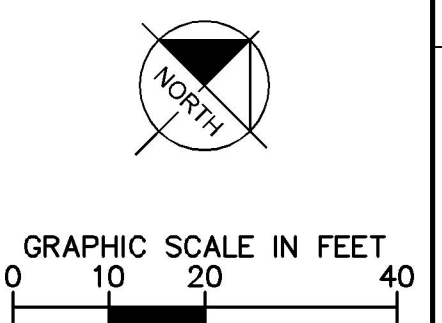
Exhibit C  
PD Landscape Plan



SR. 400 BEVILLE ROAD



EXISTING SIGNAL



No.	REVISIONS	DATE	BY

**Kimley»Horn**  
 © 2018 KIMLEY-HORN AND ASSOCIATES, INC.  
 189 S. ORANGE AVENUE, SUITE 1000, ORLANDO, FL 32801  
 PHONE: 407-898-1511  
 WWW.KIMLEY-HORN.COM CA 00000696

LICENSED PROFESSIONAL  
 JONATHAN A. MARTIN  
 FL LICENSE NUMBER 54055  
 DATE: 10/15/2018

KHA PROJECT 149170011  
 DATE 10/15/2018  
 SCALE AS SHOWN  
 DESIGNED BY JCS  
 DRAWN BY JCS  
 CHECKED BY JAM  
 DATE: 10/15/2018

**BEVILLE COMMERCIAL**  
 CITY OF DAYTONA BEACH FL

SHEET NUMBER  
**EX-C**

Plotted By: Stubbs, Jared Sheet: SITE/SAVANNAH PARK LOT 33 Layout: C-02 October 15, 2018 11:44:02am K:\VORL\_Civil\149170011-Beville Road 7. Elevation.DWG Percepsione\2018-10-15 - Conceptual Landscape Plan - C1.dwg  
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

7.5' LANDSCAPE BUFFER

PHASE 2  
2.415 AC

PHASE 1  
1.285 AC



LOCATION MAP  
1" = 250'

S. CLYDE MORRIS BLVD.

SITE DATA

ZONING

EXISTING ZONING: RP  
PROPOSED ZONING: PD

AREA BREAKDOWN

SITE AREA: 3.7 AC

BUILDING SETBACK

NORTH: 35 FEET  
SOUTH: 25 FEET  
EAST: 25 FEET  
WEST: 25 FEET

LANDSCAPE BUFFER

NORTH: 35 FEET\*  
SOUTH: 7.5 FEET  
EAST (EASTERN PARCEL): 15 FEET  
EAST (WESTERN PARCEL): 7.5 FEET  
WEST: 7.5 FEET

\*SCENIC SETBACK; 50 FEET ON BEVILLE ROAD WEST OF CLYDE MORRIS BLVD (\*WAIVER REQUESTED TO CHANGE SETBACK TO 35')

NOTE:

1. THIS IS A PRELIMINARY SITE PLAN ONLY. AS SUCH, IS SUBJECT TO REGULATORY REVIEW AND PERMIT CONSIDERATION.
2. THIS PROJECT WILL BE COMPLETED IN TWO PHASES. PHASE ONE IS TO BE CONSTRUCTED WITHIN 2 YEARS OF APPROVAL AND PHASE TWO IS TO BE CONSTRUCTED WITHIN 5 YEARS OF APPROVAL.

EXISTING FULL ACCESS DRIVEWAY

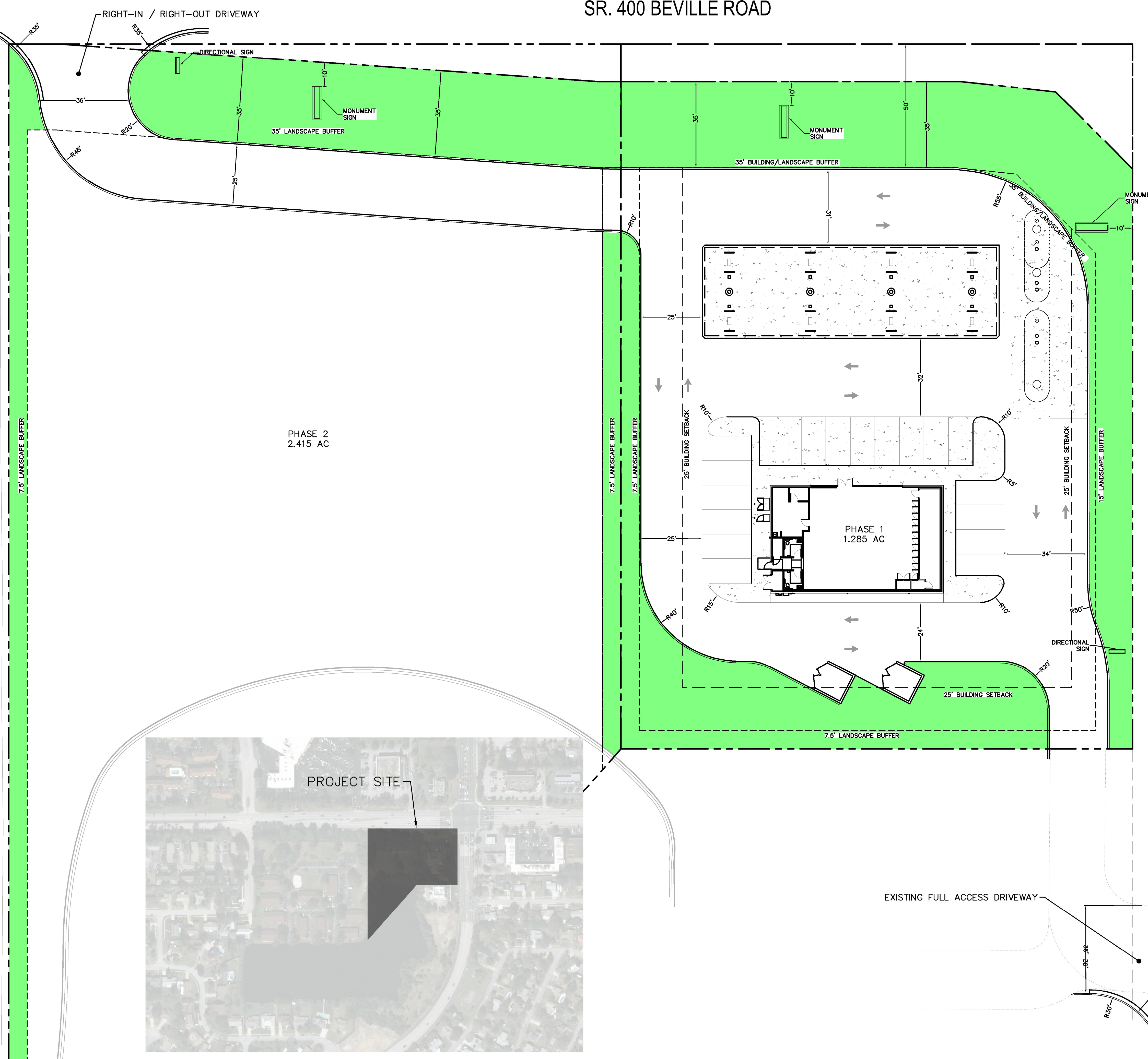
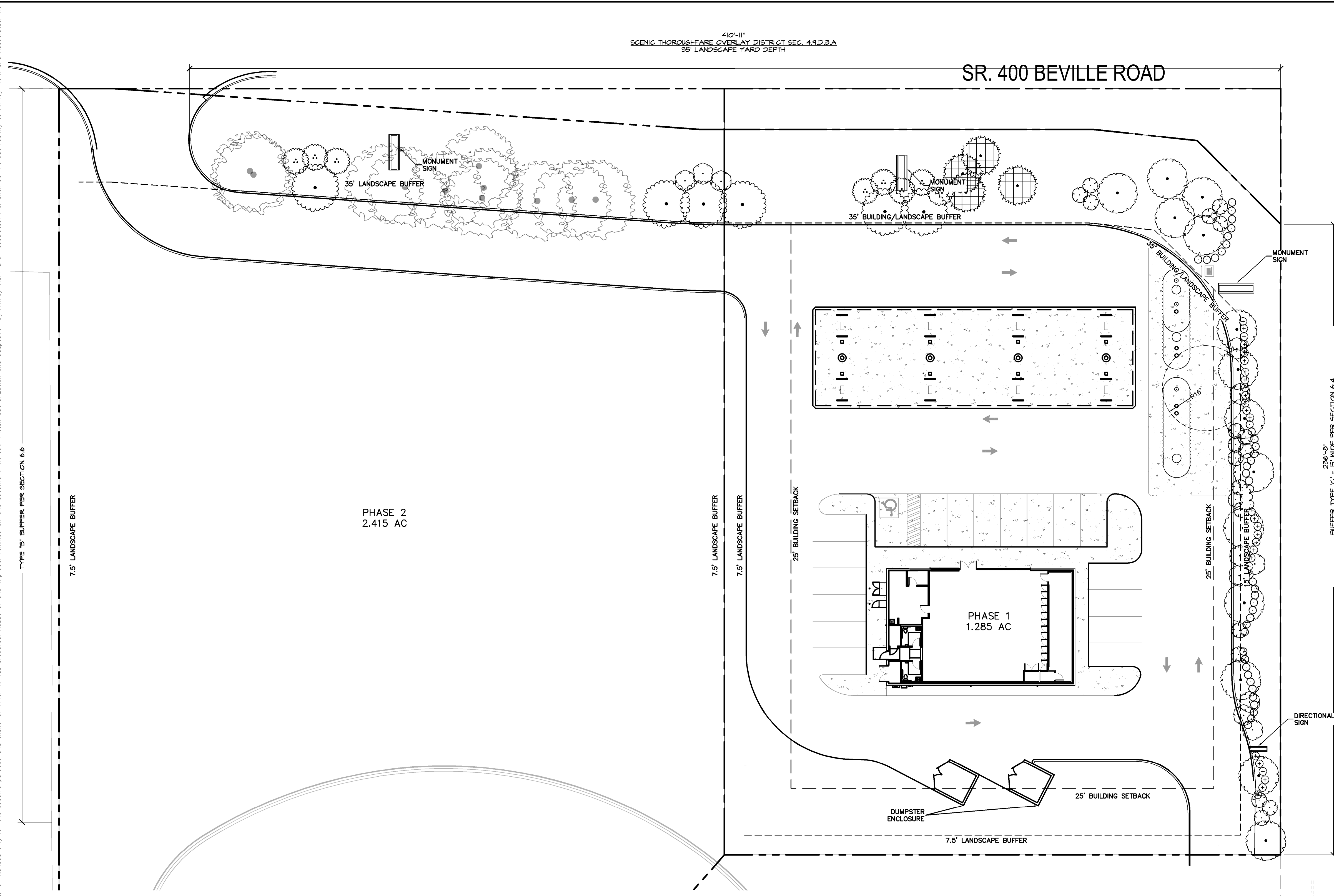


Exhibit C2  
PD Landscape Plan – ROW Buffer Plantings



Plotfile: B:\Stubbins\arcad - Sheet - SITESAVANNAH PARK LOT 3 - Lowville-1 (2) - October-15, 2018 - 11:37:14am - K:\GRL - Civil\449170011-Beville Road 7 - Eleven\PD Reasoning\Cadet\2018-08-16 - Conceptual Landscape Plan - C2.dwg  
This document, together with the concepts and designs presented herein, is an instrument of service, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



**SITE DATA**

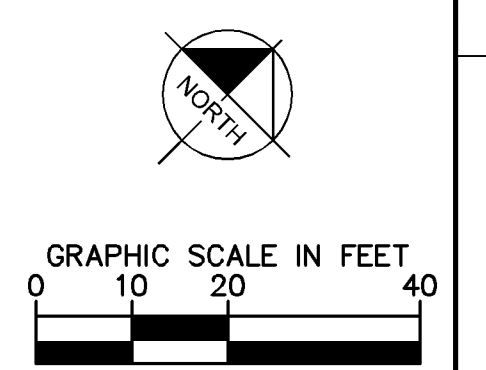
**ZONING**  
EXISTING ZONING: RP  
PROPOSED ZONING: PD

**AREA BREAKDOWN**  
SITE AREA: 3.7 AC

**BUILDING SETBACK**  
NORTH: 35 FEET  
SOUTH: 25 FEET  
EAST: 25 FEET  
WEST: 25 FEET

**LANDSCAPE BUFFER**  
NORTH: 35 FEET\*  
SOUTH: 7.5 FEET  
EAST (EASTERN PARCEL): 15 FEET  
EAST (WESTERN PARCEL): 7.5 FEET  
WEST: 7.5 FEET  
  
\*SCENIC SETBACK; 50 FEET ON BEVILLE ROAD WEST OF CLYDE MORRIS BLVD (\*WAIVER REQUESTED TO CHANGE SETBACK TO 35')

**NOTE:**  
1. THIS IS A PRELIMINARY SITE PLAN ONLY. AS SUCH, IS SUBJECT TO REGULATORY REVIEW AND PERMIT CONSIDERATION.  
2. THIS PROJECT WILL BE COMPLETED IN TWO PHASES. PHASE ONE IS TO BE CONSTRUCTED WITHIN 2 YEARS OF APPROVAL AND PHASE TWO IS TO BE CONSTRUCTED WITHIN 5 YEARS OF APPROVAL.



**PLANT SCHEDULE**

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE
	ED	11	ELAEOCARPUS DECIPENS TM STRAIGHT, STANDARD, 6' CT, FULL, FL #1, ROOTBALL MIN. 44" DIAM.	JAPANESE BLUEBERRY TREE	F6	3.5" CAL MIN	14' HT., 4' SPR.
	EP	4	EXISTING PALM TO REMAIN CONTRACTOR LIABLE FOR DAMAGE	EXISTING PALM TO REMAIN	EXISTING	EXISTING	EXISTING
	EX	11	EXISTING TREE TO REMAIN CONTRACTOR LIABLE FOR DAMAGE	EXISTING TREE TO REMAIN	EXISTING	EXISTING	EXISTING
	LJ	6	LIGUSTRUM JAPONICUM MULTI-TRUNK, 4-TRUNK MIN, FULL, FL #1	TREE FORM JAPANESE PRIVET	F6	4" CAL. TOT.	8' HT., 8' SPR.
	MB	6	MAGNOLIA GRANDIFLORA 'D.D. BLANCHARD' TM STRAIGHT, SINGLE LEADER, FULL TO BASE, FL #1	SOUTHERN MAGNOLIA	F6	3.5" CAL MIN	14' HT., 6' SPR.
	ML	19	MAGNOLIA GRANDIFLORA 'LITTLE GEM' STRAIGHT, SINGLE LEADER, FULL TO BASE, FL #1	DWARF SOUTHERN MAGNOLIA	F6	2" CAL MIN	6' HT MIN
	QC	14	QUERCUS VIRGINIANA 'CATHEDRAL' STRAIGHT, SINGLE LEADER, FULL, FL #1	CATHEDRAL LIVE OAK	F6	2.5" CAL MIN	10' HT., 4' SPR
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	SIZE
	ST	27	SCHIFFELERA ARBORICOLA 'TRINETTE' FULL	VARIEGATED SCHEFFLERA	3 GAL	36" OC	18" FULL
	ZF2	42	ZAMIA FURFURACEA FULL	CARDBOARD PLANT	3 GAL	36" OC	18" FULL

**Kimley»Horn**  
© 2018 KIMLEY-HORN AND ASSOCIATES, INC.  
189 S. ORANGE AVENUE, SUITE 1000, ORLANDO, FL 32801  
PHONE: 407-898-1511  
WWW.KIMLEY-HORN.COM CA 00000696

**PD LANDSCAPE PLAN**  
**ROW BUFFER PLANTINGS**

**BEVILLE COMMERCIAL**  
CITY OF DAYTONA BEACH FL

SHEET NUMBER **EX-C2**

LICENSED PROFESSIONAL: \_\_\_\_\_  
KHA PROJECT: 149170011  
DATE: 10/15/2018  
SCALE AS SHOWN  
DESIGNED BY: JCS  
DRAWN BY: JCS  
CHECKED BY: JAM  
DATE: 10/15/2018

NO.	REVISIONS	DATE	BY