

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

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

MINTO TOMOKA - PARCEL A PLANNED DEVELOPMENT AGREEMENT

The CITY OF DAYTONA BEACH, FLORIDA, a Florida municipal corporation located in Volusia County, Florida ("City"), the record title property owner, CONSOLIDATED-TOMOKA LAND CO., a Florida profit corporation (the "Owner"), and MINTO COMMUNITIES, LLC, a Florida limited liability company ("Developer"), hereby agrees and covenants, and binds its heirs, successors, and assigns, as follows:

1. PROPERTY DESCRIPTION AND OWNERSHIP.

A. The property subject to this Agreement consists of approximately 1,614.34 +/- 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.

C. The Property is currently under contract for purchase and sale by the 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 description, and survey, dated 10/04/16, and prepared by Geopoint Surveying, Inc.;

Exhibit B: Conceptual Development Plan, dated 11/14/17, and prepared by Zev Cohen & Associates, Inc.

Page B1 - Cover Sheet;
Page B2 - Overall Development Plan;
Page B3 - Stormwater Management Plan;

Exhibit C: Master Utility Plan, dated 10/26/18, and prepared by Zev Cohen & Associates, Inc.;

Exhibit D: Recreational/Parks & Connectivity Plan, dated 5/17/18, and prepared by Zev Cohen & Associates, Inc.;

Exhibit E: Use Definitions;

Exhibit F: Architectural Elevations for Residential Uses, dated 12/11/17, prepared by Minto Communities, LLC.;

Exhibit G: Wildfire Protection Plan, dated 5/17/18, and prepared by Zev Cohen & Associates, Inc.;

Exhibit H: Preliminary Plan of the Initial Site and Alternative Site for the Fire Station and Water Storage Tank, dated 9/27/18, prepared by Barraco and Associates, Inc.;

Exhibit I: Wetland Regulations.

3. DEVELOPMENT PLAN.

A. Developer has designated the Property as "Minto Tomoka - Parcel A Planned Development."

B. The Property will be developed as a **Planned Development** 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 Composite Exhibit B (Conceptual Development Plan). Composite Exhibit B generally depicts the following: location and extent of proposed land uses, including commercial uses; locations of retention/detention areas, water courses, and major outfalls; utility corridors; proposed roadway and intersection improvements; and proposed landscaping designs along the Property's perimeter and buffers. The acreages and arrangement of uses depicted in the Conceptual Development Plan are conceptual and may be modified. To the extent actual buildings, proposed roadways, driveways, stormwater improvements and uses are shown in Composite Exhibit B, they are shown only for illustrative purposes. Developer shall be permitted to relocate such buildings, roadways, driveways, stormwater improvements and uses so long as the relocation is otherwise consistent with this Agreement and the LDC.

D. RESIDENTIAL DEVELOPMENT CRITERIA. The following development criteria shall apply to residential uses on the Property¹:

¹ Residential Density on the Project shall be 2.014 du/ac.
(043706-002 : RMERR/EJOHN : 02069353.DOCX; 16)

Dwelling Type	Min. Lot Area (sq. ft.)	Minimum Lot Depth (ft.)	Minimum Lot Width ¹ (ft.)	Maximum Lot Coverage	Minimum Open Space	Minimum Building Setback (ft.)			Maximum Height (ft.)
						Front	Side Street/Interior	Rear	
Single Family	5,500	110	50	70%	20%	20	5	5	35
Single Family Paired Villa ²	7,700	110	70	70%	20%	20	5	5	35
Multifamily	2,500	100	25	70%	20%	20	5	5	40

1. Table 1 lists the development criteria for one Single Family Paired Villa building, or two lots. The minimum lot width for the two lots is 70 feet, or a minimum of 35 feet for each individual lot the building covers.
2. Minimum building setback from Tymber Creek Road is 50 ft. (excluding auxiliary structures such as guard gatehouse and project signage).
3. Amounts listed, other than lot width and lot area, are per dwelling unit.

Additionally, the following development criteria shall apply to uses associated with residential development on the Property, where applicable:

- 1) Minimum Specialty Setbacks:
 - a) Air Conditioning/Heating Units²: 1.5 ft.
 - b) Patio: 5 ft.
 - c) Swimming Pool/Pool Deck/Pool Enclosure³: 5 ft.
 - d) Pool Pumps: 1.5 ft.
 - e) Accessory Structure⁴: 5 ft.
 - f) Generators/Other Mechanical Equipment: 1.5 ft.
 - g) Eaves: 3 ft.

E. COMMERCIAL DEVELOPMENT CRITERIA. The following development criteria

² Air Conditioning/Heating Units shall be installed such that units are separated no less than 8 feet apart.

³ Swimming pools and enclosures erected around swimming pools may only be located within the rear or side yard and the height of any pool enclosure may not exceed the height of the primary structure to which it is attached.

⁴ Accessory Structures may include, but are not limited to, screen enclosures, spas, arbors and trellises, solarium and outdoor kitchen features along with any structure that falls under the definition of a residential accessory structures as defined by the LDC.

shall apply to all commercial uses on the Property:

- | | | |
|----|------------------------------------|---|
| 1) | Minimum Open Space: | 25 % of total area |
| 2) | Maximum Building Coverage: | 50 % of total site |
| 3) | Maximum Impervious Surface Area: | 85 % |
| 4) | Maximum Building Height: | 50 ft. |
| 5) | Minimum Lot Depth: | 100 ft. |
| 6) | Project Minimum Building Setbacks: | |
| | (a) SR 40: | 50 ft. |
| | (b) Tymber Creek Road: | 50 ft. (excluding auxiliary structures such as guard gatehouse and project signage.) |
| | (c) Internal Roadways: | 10 ft. |
| | (d) All Other Property Perimeters: | 10 ft. |
| 7) | Wetland Buffers: | As permitted by the St. Johns River Water Management District, as further described in Section 9.C, herein. |

F. SUBDIVISION AND PLATTING. Platting for the Property will be determined by the timing of project development. Developer will cause the Property to be subdivided in accordance with the requirements of the LDC, except as provided herein. No certificates of occupancy shall be issued for any building until a Final Plat or Site Plan is approved and recorded. Developer shall meet the requirements for access points during each phase of development and may be permitted to meet this requirement through the use of temporary access points which shall be identified on the Final Engineering Plans for the corresponding phase of development. The Developer shall be permitted to process the division of the Property as a minor subdivision consistent with the requirements of the LDC.

G. SITE PLAN REVIEWS. Site Plan review is required for all phases of development of commercial areas of the Property, pursuant to Section 11.D of this Agreement. All Site Plans shall be reviewed in accordance with the procedures as established by the LDC, as amended, and consistent with this Agreement and the Conceptual Development Plan, Exhibit B.

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. Owner shall be responsible for obtaining all development permits required by the LDC and applicable federal and state laws. Owner specifically acknowledges that approval of this Agreement does not constitute a Concurrency Certificate as required by the LDC, and that Owner will be required to separately obtain a Concurrency Certificate in conjunction with Plat or Site Plan review by the City, or where applicable, to enter into a 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.

- 1) The following uses are permitted within the Property⁵ subject to compliance with any applicable Use-Specific Standards referenced in Article 5, LDC:

Residential Uses⁵:

Single-Family Dwellings⁶
Single-Family Paired Villas
Multifamily Residential (as limited by Table 1, herein)
Model Dwellings
Stay and Play Getaway Rentals⁷
Welcome Center
Neighborhood Support Uses⁸
Community Recreational Vehicle and Boat Storage⁹

The following Commercial Uses¹⁰

Art Galleries
Art Supply Stores
Banks and Financial Institutions with or without Drive Through Service
Barber, Beauty and Skin Care Shops
Bars
Bicycle Stores
Bookstores
Boutique Bars
Brewpubs
Clothing/Shoe Stores
Coffee Shops
Computer Stores

⁵ Uses shall be defined pursuant to the meanings provided in Exhibit E, attached hereto.

⁶ In the event that the LDC policies related to Other Accommodations, specifically short-term rentals, are revised by the City, the Developer shall be permitted to rent residential units consistent with the revisions.

⁷ Limited to rentals by Developer (not subsequent purchasers of lots or homes in the project).

⁸ These uses shall be as defined pursuant to the meanings provided in Exhibit E. They shall be for use only by the residents and shall not be counted against the 200,000 square foot maximum for commercial uses.

⁹ This use shall be permitted only on the "outparcel" as identified on Sheet B2 of Composite Exhibit B.

¹⁰ Commercial uses may be located away from residential uses, as generally depicted on Sheet B2 of Composite Exhibit B.

Convenience Stores (excluding storage, distribution, or sale of gasoline or diesel fuel)
 Dairy Stores
 Dance School
 Drug Stores with or without Drive-through Service
 Dry Cleaners
 Electronics Stores and Electronic Repair Stores
 Florists
 Fitness and/or Aerobic Studio Spaces
 Furniture Stores
 Golf Cart Sales, Leasing, Storage and Repair
 Grocery Stores
 Hardware Stores
 Health Spas
 Hobby/Handicraft Shops
 Jewelry Stores
 Liquor or Package Store
 Lounges
 Museums
 Optical Goods Store
 Other Indoor Recreation/Entertainment Uses
 Other Retail Sales and Services
 Personal and Household Goods Repair Establishments
 Personal Services Establishment
 Restaurants with and without Drive-through Service
 Sales or Rental of Light Vehicles and Light Recreation Vehicles
 Shoe Repair Shops
 Specialty Eating or Drinking Establishments
 Specialty Food Stores
 Tailors and Seamstresses
 Telephone Stores
 Travel Agencies

- (2) The development entitlements for the project are set forth in Table 2, below, and establish the maximum number of residential units and the maximum square footage for commercial space within the development subject to compliance with the development criteria as set forth in this Agreement and the Land Development Code, as applicable.

Table 2. Development Entitlements	
Land Use	Maximum Units
Residential	3,250 dwelling units

Commercial	200,000 square feet
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- (3) Any construction of commercial uses in the outparcels, as identified on Composite Exhibit B, that are not located along SR 40/West Granada Boulevard, shall not be constructed during Phase I of development, but may occur during any phase thereafter. Construction of any commercial uses in the outparcels shall be limited by the 200,000 square foot maximum for commercial use on the property.

6. INFRASTRUCTURE.

A. **STORMWATER.** Stormwater retention/detention facilities will be constructed in conjunction with the development. The stormwater retention/detention facilities will be maintained at a level consistent with the standards of the St. Johns River Water Management District. Stormwater collection systems will be inspected and cleaned not less than once every three (3) years, consistent with the requirements from the St. Johns River Water Management District. Collection and transmission facilities shall be generally located as shown on the Master Utility Plan, attached hereto as Exhibit C. Developer shall be permitted to relocate such stormwater systems during Site Plan or Plat approval for individual lots or structures, so long as otherwise consistent with this Agreement and applicable provisions of the LDC. Fences, sheds, air conditioning units, pool equipment and such items are allowed in easement areas related to the drainage system and ponds, so long as these items do not prohibit, interfere with, or restrict the flow of stormwater drainage within these easements. All common areas, easements and water bodies shall be maintained using SJRWMD and Florida Friendly Best Management Practices.

B. **UTILITIES.** Water and sewer service shall be provided by The City of Daytona Beach and the City of Ormond Beach pursuant to the Interlocal Agreement, as recorded in Official Records Book 7363, Page 2539 Volusia County. All utilities shall be constructed by Developer, as generally depicted on the Master Utility Plan, attached hereto as Exhibit C; provided, however, that the City Manager or designee, on behalf of the City, and Developer may hereafter mutually agree to amend the Master Utility Plan as necessary or convenient, and such amendments will be deemed to be minor modifications as referenced in Section 12 The Developer will ensure that reclaim water, if available, is provided to the Property in the manner that is most beneficial to the Property and development and such reclaim water shall be used for purposes of irrigation. Developer shall be permitted to relocate such utilities so long as the relocation is otherwise consistent with this Agreement and the applicable provisions of the LDC; provided, however that if the relocation of such utilities would be inconsistent with Exhibit C, such modifications must be mutually agreed to as provided above.. The use of private wells and septic tanks are prohibited. 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. Connection to the 20" water main within Tournament Drive, to be constructed by others where Tournament Drive is adjacent to Parcel A through the Minto development, is required to connect the water system to Tymber Creek Road. Additionally, looping of water mains within cul-de-sacs or dead-

end mains may be required for water quality purposes. Developer agrees to connect to water mains along the project perimeter, including specifically adjacent to Tournament Drive, in reasonably spaced locations, consistent with the Master Utility Plan. In those cases, Developer will stub appropriately sized lines to the project perimeter.

C. ROADS. The actual location of access driveways and internal roads and walkways shall be as generally depicted on the attached Composite Exhibit B. Developer shall be permitted to relocate such roadways. However, Developer shall construct the County thoroughfare from the boundary between Minto Parcel B and the Property pursuant to the terms of the Right-Of-Way Agreement Tymber Creek Road and Tournament Drive ("Right-Of-Way Agreement"), recorded in the Official Records Book 7580, Page 1367 Volusia County, between Volusia County, Consolidated Tomoka Land Co., Indigo Development, Inc., and Minto Communities, dated July 24, 2018. Nothing in this Agreement shall prohibit the issuance of transportation impact fee credits consistent with the requirements of the Right-Of-Way Agreement. The Developer shall not have any obligation to maintain any portion of Tymber Creek Road constructed pursuant to the Right-Of-Way Agreement, once it is accepted for public maintenance.

The roadway network depicted in the Conceptual Development Plan, with the exception of Tymber Creek Road, shall be private roads. The roadway classification for all roadways except Tymber Creek Road will be determined upon the application of Site Plan or Plat for any portion of the Property where a roadway currently depicted on the Conceptual Development Plan is included. In the event that additional emergency access is required, it may be provided via a gated, stabilized base that may be covered with grass. Any future access points are dependent on receiving the necessary permits from the appropriate city, state and county agencies.

Standard and basic traffic enforcement may be provided by The City of Daytona Beach Police Department in accordance with subsection (7) below. Code enforcement may be enforced by the City.

Developer may construct a golf cart path parallel to and crossing Tymber Creek Road. The crossing will be at grade with Tymber Creek Road as provided in the Right of Way Agreement.

The Property may be developed with private streets and sidewalks, provided the following requirements are met:

- 1) Except as specifically provided in this Agreement, all such streets and sidewalks will be designed and constructed in strict accordance with all applicable laws and regulations, including the applicable provisions of the Code of Ordinances, the LDC, and the City's design standards for public streets, sidewalks and associated drainage systems.
- 2) The private streets, sidewalks, and corresponding stormwater drainage systems, will be platted separate from all other lots and tracts within the subdivision.
- 3) Access easements, where required will be dedicated to the public in perpetuity.

4) Any entry gates constructed will be equipped with override devices approved by the City to allow for ready access to the community by City police and fire personnel and other emergency service providers, and in addition by City code enforcement personnel. These override devices will be equipped with emergency power back-up systems to ensure access by such providers and personnel at all times. Any entry gates constructed (including override devices) will be owned by the property owner's association and maintained as a "common facility" as referenced in Section 7.A.

If such override devices are not installed, or if after such devices are installed they fail (including where the failure consists of the property owners' association failure to provide the information or equipment needed to use the override devices) at a time when emergency services are required, and as a result of such failure the emergency service provider breaks through or bypasses the entry gate to ensure timely provision of emergency services, the property owner's association will be responsible for any property damage (such as to the entry gate, the override device, and/or the emergency service provider's vehicle or equipment), and any injuries to persons that directly result. The City may if commercially reasonable require the property owner's association to provide insurance in support of the property owner's association's responsibility as outlined in this paragraph; and may from time to time require the property owner's association to provide evidence of such coverage.

5) All private streets, sidewalks, and stormwater drainage systems will be owned and maintained by the property owners' association referenced herein, and will be considered to be common areas and common infrastructure for purposes of this Agreement. In addition to the other requirements set forth for the association in this Agreement, the Association will be empowered and required to do each of the following:

(a) Provide for cleaning and maintenance of the associated stormwater drainage systems, including removal of debris, at least every three (3) years.

(b) Provide for an inspection of such streets, sidewalks, and stormwater drainage systems no less frequently than once every three years, by a civil engineer licensed in the State of Florida. The association will provide the City Manager with a sealed copy of the engineer's inspection report within 60 days after each such inspection, and complete all maintenance and repairs recommended in the above-referenced report within 180 days after the date of the report.

(c) Provide for street resurfacing when recommended by the engineer's inspection report required by Section 6.C.6.(b), herein.

(d) If entry gates are constructed, provide an annual inspection and maintenance of the override devices, including emergency power back-up systems.

(e) Establish and maintain a reserve fund to pay the cost of the foregoing activities.

6) The property owners' association referenced herein and the City may, by separate agreement, provide for the City to have municipal traffic control jurisdiction over the private streets, in accordance with Section 316.006(2)(b), Florida Statutes.

7) Developer acknowledges that the City will not maintain or repair any private streets, sidewalks, or associated stormwater drainage systems; and that the City is not obligated to accept them for public ownership.

D. RECREATION AND PARKS. Recreational uses shall be provided as generally depicted in the "Recreational/Parks & Connectivity Plan", attached hereto as Exhibit D. Developer shall be permitted to relocate such uses, so long as the relocation is otherwise consistent with this Agreement and the LDC. The recreational uses include neighborhood parks and active recreational facilities that may or may not be open to the general public. The on-site active recreation may include, but not be limited to, parks, swimming pools, ballfields and courts (with or without lights), walking and hiking trails, greenways, golf cart paths and picnic areas. All active recreation spaces and their amenities and facilities shall meet the requirements of the *Florida Accessibility Code for Building Construction*. Passive recreation adjacent to wetlands and conservation areas may include unpaved trails and paths, golf cart paths, covered shelters and pavilions, picnic areas, elevated boardwalks, informational displays and viewing areas, rails and fences, and trail furniture. Additionally, boardwalks are permitted within wetlands as passive park areas, in accordance with a St. Johns River Water Management District permit as further described in Section 9, herein.

E. PARKING. Parking standards for all nonresidential uses shall be determined during Site Plan or Plat approval and shall be governed by the LDC. Residential development may include two car garages. There shall be at least two (2) parking spaces for each residential dwelling unit. No on-street parking shall be permitted in residential areas. On-street parking in amenities areas shall be subject to review by City staff. Golf carts may be parked in garages or residential driveways, so long as they do not block access to the sidewalks or roads.

F. LANDSCAPING REQUIREMENTS. Landscaping shall be provided consistent with the Recreation/Parks & Connectivity Plan, attached hereto as Exhibit D. Developer shall be permitted to deviate from the overall landscape plan to account for general changes in tastes of society over time, deviations in the architectural plans, or at the Developers discretion, so long as the landscape plan is generally consistent with Exhibit D. Any landscape issue not addressed by Exhibit D shall be compliant with the LDC landscape provisions. Landscape buffer widths may vary as long as landscape material and total area does not materially decrease from City requirements. Clustering of typical landscape requirements shall be permitted so long as the required net total landscape material is still met. Spacing between clusters shall not exceed 200 feet in length. In addition to landscape buffers, clustering may be utilized for requirements related to interior parking lot and parking lot islands. If the applicable provisions of the LDC relating to landscaping conflict with the provisions of this Section, this Section shall control. Coordination of landscaping for commercial uses shall be addressed at Site Plan review; however, the following landscape buffers shall be required for the Property's overall periphery:

Minimum Perimeter Landscape Buffers:

- (a) West Granada Boulevard/ FL 40: 50 ft.
- (b) Tymber Creek Road: 25 ft.
- (c) All Other Property Perimeters: 10 ft.

G. MODEL HOMES. Model homes of each product type listed in Section 3, Table 1; may be constructed within the Project as part of and during the installation of the subdivision infrastructure. A maximum of fifteen (15) model homes shall be constructed as part of the development. The building permits shall be issued by the City upon the completion of the following:

- 1) A final site plan must be submitted, depicting the proposed location of the model home(s). The details of the site plan must be consistent with the final plat, which shall be approved by the City Commission.
- 2) All required hydrants must be in place in the vicinity of the model homes and, pursuant to testing to assure adequate fire flow, be approved by the Fire Chief.
- 3) Bacteriological clearance of the potable water lines must be performed.
- 4) Road base shall be stabilized in the vicinity of the proposed model homes in accordance with the civil plans and certified by the geo-tech.
- 5) Sewer laterals from any source may not be connected to the gravity sewer system until the Lift Station is Operational.
- 6) Adequate off-street parking for the real estate sales/leasing use of the model sales home/units shall be provided in accordance with the minimum standards for number of off-street parking spaces in Section 6.2.C. Off-Street Parking Space Standards of the LDC, including requirements for compliance with the Florida Accessibility Code for Building Construction.
- 7) Certificates of Occupancy shall be issued by the City upon completion of the following:
 - (a) The lots in which the homes are located shall be developed in full compliance with this Agreement prior to occupancy.
 - (b) All model homes must be constructed in full compliance with this Agreement and the LDC.
 - (c) No model homes may be occupied until a certificate of occupancy for office use is issued.
 - (d) No model homes may be occupied residentially, until the subdivision improvements are completed and acceptable by the City.

Said model homes may be constructed in advance of recorded plats, so long as the necessary roads are stabilized, there is sufficient parking for the model homes and the necessary fire utilities are installed for the model homes. However, a Certificate of Occupancy shall not be issued for any model homes until the Plat is recorded.

H. GOLF CART PATHWAYS. The project shall contain a system of golf cart pathways, as generally shown on Exhibit B, to provide connections between local roads and allow access via golf cart between the residential, commercial, and recreational areas within the Property without the need to use an automobile. To the extent that any golf cart pathways are shown on Exhibit B, they are for illustrative purposes only. The golf cart pathways shall comply with federal, state and local statutes and regulations. The golf cart pathways shall be permitted to cross Tymber Creek Road at grade or otherwise, as permitted and approved by Volusia County and as detailed in section 6.C herein.

I. SIDEWALKS. Sidewalks at least five (5') feet wide may be constructed on both sides of the street as determined by the Developer. However, Developer shall be required to construct sidewalks on at least one side of all streets in the subdivision Property.

K. WILDFIRE PROTECTION ACCESS. Wildfire protection access will be consistent with the Wildfire Protection Plan attached as Exhibit G.

L. CITY FACILITIES. The Developer shall dedicate land to the City to create a fire station and store a water tank to support the Property, designated as the "Initial Site on Exhibit H. If the City, in reliance upon recommendation from a licensed professional engineer, determines that the Initial Site is incapable of supporting the fire station and water tank, then the Developer will dedicate alternate land to the City to store a water tank that supports the Property, designated as "Alternative Site" on Exhibit H. Land from the Initial Site or the Alternative Site shall be dedicated to the City at no cost, upon the public dedication of the Tymber Creek Road right-of-way adjoining the Initial Site, and as applicable, adjoining the Alternative Site. Upon development of the dedicated land, the City shall allow Developer to install an enhanced buffer on the property with the water tank, which exceeds minimum buffer standards as defined in the code, and is more dense and visually opaque. The enhanced buffer shall be installed in a location that will not interfere with the operations of the utility tank. In the event that land is dedicated to the City, the Developer shall be entitled to impact fee credits consistent with the applicable section of the Comprehensive Plan.

If the City is able to build the fire station and water tank on the Initial Site, then the Developer shall not be required to dedicate land from the Alternative Site to the City. In the event both sites are dedicated, if the City does not build the fire station and/or water tank on either site within 20 years from the date of this Agreement, then the land from the Initial Site and Alternative Site will revert back to the Developer. If the City builds the water tank on the Alternative Site, but does not build the fire station on the Initial Site within twenty (20) years from the date of the Agreement, then the land from the Initial Site will revert back to Developer. If the City builds the fire station on the Initial Site, but does not build a water tank on the Alternative Site within 20 years from the date of this Agreement, then the Alternative Site will revert back to the Developer. Reversion, for purposes of this Agreement, means that the City shall waive all interests in the land and deed the land back to the Developer as set forth in this Section 6.L. If a reverter of title to the Initial Site or Alternative Site is required by this Section 6.L., prior to the

reverter becoming effective, Developer shall pay the City an amount equal to any impact fee credits previously received for the dedication of the Site, plus interest at the statutory rate for judgments from the time that such impact fee credits were given.

7. **PROPERTY OWNERS' ASSOCIATIONS AND COMMON AREA MAINTENANCE FOR RESIDENTIAL AND COMMERCIAL AREAS.**

A. COMMON AREAS. 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, such as roadways, stormwater facilities, and other improvements whether or not identified as common areas on the Conceptual Development Plan (Exhibit B), the Master Utility Plan (Exhibit C), and the Recreational/Parks & Connectivity Plan (Exhibit D), such as conservation easements, retention ponds, subdivision entry walls, and passive recreational areas. The locations of these common areas shall be as generally depicted on the Conceptual Development Plan, the Master Utility Plan and the Recreational/Parks & Connectivity Plan. The locations may change so long as they are otherwise consistent with this Agreement and the LDC.

B. PROPERTY OWNERS' ASSOCIATIONS. Prior to final plat approval or prior to issuance of the first certificate of occupancy within the development, whichever is earlier, Developer shall form and incorporate separate non-profit property owners' associations for the residential and commercial areas. The final plat shall include such language as the City may deem necessary to reflect each association's responsibilities. The associations shall be responsible for operation, maintenance and control of all common areas and common facilities, including signage, landscaping, and Neighborhood Support Uses. The associations 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 common areas, shall be maintained by the property owners' associations in perpetuity. The City shall be under no obligation to accept common areas for public ownership or maintenance. 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 the by-laws as may be required to guarantee that the project will be developed in accordance with the policies outlined in this Agreement.

C. COVENANTS, RESTRICTIONS, AND MAINTENANCE CONTROLS. There shall be established and recorded with the Clerk of the Circuit Court of Volusia County, Florida, such private covenants, and/or deed restrictions, and maintenance controls ("Restrictive Covenants") to adequately maintain and regulate the use of land, buildings, and other physical features of the Property which shall be consistent with this Agreement. In the event that there are certain roads within the property that are private, the Restrictive Covenants shall insure the perpetual maintenance of these and other physical features of the Property contemplated by the Restrictive Covenants. In the event this PD is expanded, the Restrictive Covenants shall be expanded to encompass all properties within the Planned Master Development.

D. OPEN SPACE. The project shall provide at least 25% of the development in the form of open space. Open space may include all the common areas as identified above in addition to all land

used for recreational uses as generally depicted in the Recreational/Parks & Connectivity Plan (Exhibit D), stormwater management areas, landscape areas, buffers, natural water features, active and passive recreational areas, public access easements, and any wetlands further described in Section 9.C., herein, and shall be calculated cumulatively.

E. ACTIVE ADULT COMMUNITY. Nothing in this Agreement will prohibit the consideration of this project to be considered "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), nor to prohibit the use of deed restrictions for this purpose.

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 commercial parcels with frontage along SR 40 shall be developed in accordance with the Exterior Color and Design Standards set forth in Section 6.12.C. of the LDC.

C. All other commercial parcels within the Property shall meet the following requirements:

1) All buildings and accessory structures shall be consistent with a common architectural theme. The theme shall be established by 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, 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 that are visible to the public right-of-way.

8) The physical appearance of all parking lot lighting fixtures shall be consistent with adjacent parking lot lighting in a given development area. Specifically, commercial and residential parking lot lighting fixtures shall be complementary but shall not be required to be the same.

D. Architectural Elevations shall be generally consistent with the Architectural Elevations attached as Exhibit F. The renderings are for illustrative purposes only and represent the general style of architecture for the proposed community and do not represent a specific home. The overall architectural theme and style is a light Coastal and Caribbean style common to Florida. The residences use a light textured stucco with a mixture of stucco banding, water tables, cornices and corbels where applicable. Roofs are a mixture of hips and gables utilizing asphalt shingles at a minimum. Windows can be arrayed in simple or complex forms with square tops or arches. However, to the extent that development occurs in the future, the Developer shall be permitted to deviate from the overall architectural theme indicated above to account for general changes in architectural tastes of society over time. The Developer shall be permitted to use pavers in relation to construction of the residential units where appropriate, including use in the driveways.

9. ENVIRONMENTAL CONSIDERATIONS.

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

B. **CONSERVATION AREAS.** The conservation areas on the Property may be utilized as part of the open space calculation and are available for recreation and other passive uses in accordance with a St. Johns River Water Management District permit, pursuant to Section 6.D, herein.

WETLANDS. The Property contains approximately 549 +/- acres of wetland area, which are depicted on Composite Exhibit B. Developer shall obtain a St. Johns River Water Management District permit to develop the Property. Developer may impact wetlands to the extent permitted by the St. Johns River Water Management District for this project. Wetlands shall count towards the open space requirement contained in Section 7.D, herein. Wetlands are also available for passive uses pursuant to Section 6.D, herein. Development on the Property shall comply with the wetland buffer requirements of the St. Johns River Water Management District. Developer shall reasonably maximize the use of clustering of residential units to minimize impacts to wetlands. Developer shall comply with the City's wetland regulations as set forth in the Land Development Code, attached as Exhibit I.

D. **FLOOD ELEVATION.** The Developer is required to establish the pre-development base flood elevations (BFE) for the development area through FEMA via a letter of map revision (LOMR) in compliance with the City's Floodplain Management Ordinance. The pre-development LOMR must be approved by FEMA prior to the issuance of a Certificate of Occupancy (CO) for any residential structure. Any structure built before approval of the LOMR shall be at the developer's risk.

10. SIGNAGE.

A. The design intent of residential signage is to ensure adequate means of communication through signage while maintaining an attractive visual appearance within the project. Signage shall meet the following requirements:

1) **SUBDIVISION SIGNS.**

(a) Ground signage located at the primary entrance to the project (SR 40) shall have a maximum height of 15' with a maximum signage area of 160 square feet, per sign. A maximum of two gateway signs shall be permitted for the primary entrance. Ground signage shall have a minimum setback of 10' from the right-of-way, so long as any applicable FDOT sight triangle criteria are met. An entrance feature may be designed in conjunction with the primary entrance signage or it may occur separately and shall comply with the requirements of section 10.A.(1)(c) below.

(b) Signage located along Tymber Creek Road at the neighborhood entrance shall have a maximum height of 12' and a maximum sign area of 100 square feet. A maximum of two (2) signs meeting these requirements shall be permitted for each of the neighborhood entranceways along Tymber Creek Road. If only one sign is used at an entrance, the total square footage allowance for both signs may be utilized for a single sign.

(c) An entrance feature shall have a maximum height of 35' as measured from the finished grade. An entrance feature shall have a minimum setback of 10' from the right-of-way so long as any applicable FDOT sight triangle criteria are met. Walls, architectural icons, water features, landforms, landscaping or other effects which announce and signify arrival are permitted for the entrance feature on the Property. Where a sign is incorporated in an entrance feature, the sign height shall be measured from the finished grade to the top of the sign copy area.

B. **COMMERCIAL SIGNAGE.** One monument sign with a maximum sign area of 320 square feet and a maximum height of 20', as measured from the finished grade, shall be shared amongst the entire commercial property. Additional signage may be permitted based on lot frontage, not to exceed a maximum height of 8'. Commercial signage shall have a minimum 250 feet separation from residential signage. Commercial signage not discussed herein shall be permitted pursuant to the requirements of the LDC for Business districts.

C. Signage shall be permitted during the Site Plan approval process, and shall be approved provided that it is substantially consistent with the description herein, or, meets applicable LDC requirements for subdivision and multifamily complex signs with regard to the residential areas or the Business Districts with regard to the commercial area.

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. The buildout of the development of the Property as identified herein is scheduled to occur over a twenty-five (25) year period from 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 from permitting until final resolution of the appeal.

C. DEVELOPMENT SCHEDULE. Timing for Site Plan and Plat submittals will be dictated by market conditions. All Site Plan and Plat submittals and subsequent development shall be coordinated consistent with the phasing section below. The deadline for submittal of the initial Site Plan or Plat for Phase I of the project is twelve (12) years. The filing of an appeal of the land development order by any person shall toll the time from permitting until final resolution of the appeal.

D. PHASING. Development of the Property is intended to occur in multiple phases. While the Conceptual Development Plan generally provides the anticipated order of phased development of the Property, phases may be developed in any order, and the sizing and configuration of the phases may change at the discretion of the Developer. Although the order, sizing, and configuration of phases may be modified, 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 built phases. Each phase shall be built so as to be consistent with applicable City standards and this Agreement. Permits for development of phases or sub-phases may be submitted for approval through the City's final Site Plan or Plat processes. Developer may grade and clear the road rights-of-way, easements, and stormwater improvements prior to Plat or Site Plan approval of the lots within a future phase, so long as such grading and clearing is done pursuant to a valid permit from the St. Johns River Water Management District.

Developer intends to construct Tymber Creek Road in multiple phases. Phase 1 may include construction of Tymber Creek Road from the northerly access point for Parcel B to the first (southerly) entrance to the residential units in the development of Parcel A. Construction of this road may include additional access points as determined by the Developer so long as any additional access point complies with the applicable requirements of the LDC and the Volusia County Land Development Code or Right-Of-Way agreement, whichever applies.

E. One 12-month extension of the scheduled application or completion dates may be permitted as a minor modification to this Agreement.

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, provided the amendments do not cause a conflict between the Exhibits and any textual provision of this Agreement; and

2) Modifications of up to 20% to any of the dimensional requirements and associated Exhibit revisions, where such modifications are needed to address minor errors in the Exhibit or other 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;

(b) Modifications that increase building height or decrease setbacks, yards, or landscaping along the perimeter of the planned district property;

(c) Modifications that, when combined with previously approved minor modifications, would result in a cumulative change of more than 10% of the original dimensional requirements for the area in question;

(d) Modifications for any phase in which a Certificate of Occupancy has been issued; and

(e) Modifications that would unduly impact City-owned public utilities.

3) The following shall be considered Minor Modifications to this Agreement and /or the Conceptual Development Plan:

(a) Changes to the Conceptual Development Plan that do not affect the buffers, or materially decrease the amount or quality of landscaping materials;

(b) Site alterations which do not adversely affect traffic circulation on or off site;

(c) Site alterations which do not have a significant impact on the City's utility system; and

(d) Minor modifications to the Master Utility Plan (Exhibit C) as referenced in Section 6.B; and

(f) Site alterations which comply with all pertinent codes, rules, and regulations of the City and do not require variances except as previously authorized by the Development Agreement.

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 to the Planning Board for approval of the request as an amendment; provided, however, that when appealing a denial of a minor modification request regarding the Master Utility Plan (Exhibit C), the applicant may instead apply directly to the City Commission for approval of the requested modification as an amendment.

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. 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 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 [OWNER]

[Signature]

Witness 1

Ruby W Bell

Print Name of Witness 1

By:

[Signature]

E. Scott Bullock
Vice President-Real Estate

Date:

11/7/2018

Jimmy Mac Isaac

Witness 2

Jimmy Mac Isaac

Print Name of Witness 2

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 7th day of November, 2018, ~~XXXXXX as President and CEO~~ of CONSOLIDATED-TOMOKA LAND CO., a Florida company, referred to in this agreement as "Owner". He is personally known to me or produced as identification and did not take an oath.

* E. Scott Bullock
as Vice President-Real Estate

Holly Greene

Notary Public

Commission No. _____



Signed, sealed and delivered in the presence of:

MINTO COMMUNITIES, LLC, a Florida limited liability company [DEVELOPER]

[Signature]

Witness 1

Jordanna Siebert

Print Name of Witness 1

[Signature]

Witness 2

Chante Markus

Print Name of Witness 2

By: [Signature]

Name: BRIAN CALE

Title: VICE PRESIDENT

Date: 11/7/18

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF VOLUSIA Hillsborough

The foregoing instrument was acknowledged before me this 7th day of November, 2018, Brian Cale as Vice President of MINTO COMMUNITIES, LLC, a Florida limited liability company, 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.



TERRIE L. GREY
MY COMMISSION # FF 949077
EXPIRES: April 7, 2020
Bonded Thru Budget Notary Services

[Signature]
Notary Public
Commission No. FF 949077

Approved as to legal form:

By: _____
Robert Jagger, City Attorney

EXHIBIT A

Property Description, Survey

TOMOKA PARCEL A

DESCRIPTION: A parcel of land lying in Sections 26, 27, 34, 35 & 36, Township 14 South, Range 31 East, Section 6, Township 15 South, Range 32 East and Sections 1 & 12, Township 15 South, Range 31 East, Volusia County, Florida, and being more particularly described as follows:

BEGIN at the Southeast corner of said Section 35; thence run along the South boundary of said Section 35, S.89°02'59"W., a distance of 69.59 feet; thence along the West boundary of the property described in Official Records Book 4640, Page 3364 of the Public Records of Volusia County, Florida, S.02°04'58"E., a distance of 1328.80 feet; thence S.89°21'14"W., a distance of 209.00 feet; thence S.08°00'00"W., a distance of 70.00 feet; thence S.33°56'34"W., a distance of 404.15 feet; thence S.30°15'00"W., a distance of 243.11 feet; thence S.33°20'53"W., a distance of 1103.67 feet; thence S.35°25'00"W., a distance of 400.00 feet; thence Southwesterly, 218.17 feet along the arc of a tangent curve to the right having a radius of 3000.00 feet and a central angle of 04°10'00" (chord bearing S.37°30'00"W., 218.12 feet); thence Southwesterly, 296.71 feet along the arc of a reverse curve to the left having a radius of 1700.00 feet and a central angle of 10°00'00" (chord bearing S.34°35'00"W., 296.33 feet); thence Southwesterly, 123.34 feet along the arc of a reverse curve to the right having a radius of 200.00 feet and a central angle of 35°20'00" (chord bearing S.47°15'00"W., 121.39 feet); thence S.64°55'00"W., a distance of 145.00 feet; thence S.70°57'00"W., a distance of 420.00 feet; thence Westerly, 329.87 feet along the arc of a tangent curve to the right having a radius of 1400.00 feet and a central angle of 13°30'00" (chord bearing S.77°42'00"W., 329.10 feet); thence S.84°27'00"W., a distance of 550.00 feet; thence Westerly, 166.77 feet along the arc of a tangent curve to the left having a radius of 650.00 feet and a central angle of 14°42'00" (chord bearing S.77°06'00"W., 166.31 feet); thence S.69°45'00"W., a distance of 170.00 feet; thence Southwesterly, 279.25 feet along the arc of a tangent curve to the left having a radius of 1600.00 feet and a central angle of 10°00'00" (chord bearing S.64°45'00"W., 278.90 feet); thence S.59°45'00"W., a distance of 240.00 feet; thence Southwesterly, 342.08 feet along the arc of a tangent curve to the left having a radius of 1600.00 feet and a central angle of 12°15'00" (chord bearing S.53°37'30"W., 341.43 feet); thence Southwesterly, 613.19 feet along the arc of a compound curve to the left having a radius of 3400.00 feet and a central angle of 10°20'00" (chord bearing S.42°20'00"W., 612.36 feet); thence Southwesterly, 189.66 feet along the arc of a reverse curve to the right having a radius of 800.00 feet and a central angle of 13°35'00" (chord bearing S.43°57'30"W., 189.22 feet); thence S.50°45'00"W., a distance of 461.89 feet; thence Northwesterly, 87.36 feet along the arc of a non-tangent curve to the right having a radius of 1140.00 feet and a central angle of 04°23'26" (chord bearing N.37°59'10"W., 87.34 feet); thence N.35°30'07"W., a distance of 1248.71 feet; thence Northwesterly, 537.45 feet along the arc of a non-tangent curve to the left having a radius of 4830.00 feet and a central angle of 06°22'32" (chord bearing N.38°24'08"W., 537.17 feet); thence Northwesterly, 860.44 feet along the arc of a reverse curve to the right having a radius of 1600.00 feet and a central angle of 30°48'43" (chord bearing N.26°11'02"W., 850.10 feet); thence Northwesterly, 1590.13 feet along the arc of a reverse curve to the left having a radius of 2930.00 feet and a central angle of 31°05'41" (chord bearing N.26°19'31"W., 1570.69 feet); thence N.39°40'50"E., a distance of

805.53 feet; thence N.01°00'08"W., a distance of 6951.69 feet to the Southeast corner of the property described in Official Records Book 3106, Page 661 of the Public Records of Volusia County, Florida; thence along the East boundary of said property the following three (3) courses: 1) N.01°00'08"W., a distance of 300.00 feet; 2) N.88°59'52"E., a distance of 50.00 feet; 3) N.01°00'08"W., a distance of 417.16 feet to a point on the South Right of Way line of State Road 40 per Florida Department of Transportation Map Right of Way Map, Section No. 79100; thence along said South Right of Way line the following seven (7) courses: 1) S.81°50'00"E., a distance of 402.88 feet; 2) N.08°10'00"E., a distance of 30.00 feet; 3) S.81°50'00"E., a distance of 4353.22 feet; 4) S.08°10'05"W., a distance of 290.08 feet; 5) S.81°49'55"E., a distance of 558.00 feet; 6) N.16°59'18"E., a distance of 293.57 feet; 7) S.81°50'00"E., a distance of 195.97 feet to the Northwest corner of the property described in Official Records Book 4117, Page 2696 of the Public Records of Volusia County, Florida; thence along the West boundary of said property the following fourteen (14) courses 1) S.19°54'08"W., a distance of 3.67 feet; 2) S.12°56'28"E., a distance of 81.72 feet; 3) S.68°35'46"E., a distance of 40.14 feet; 4) S.50°23'07"E., a distance of 21.57 feet; 5) S.41°43'27"E., a distance of 43.83 feet; 6) S.16°25'25"E., a distance of 104.42 feet; 7) S.18°06'27"E., a distance of 65.09 feet; 8) S.14°48'36"E., a distance of 78.71 feet; 9) S.43°44'50"E., a distance of 72.15 feet; 10) S.30°25'04"E., a distance of 84.92 feet; 11) S.13°14'30"E., a distance of 83.31 feet; 12) S.14°56'30"E., a distance of 126.64 feet; 13) S.20°28'13"E., a distance of 88.08 feet; 14) S.32°19'02"E., a distance of 93.80 feet; thence S.13°51'55"E., a distance of 1726.22 feet; thence N.87°53'38"E., a distance of 1752.31 feet; thence N.01°26'54"W., a distance of 2058.97 feet to a point on the South Right of Way line of Old Tomoka Road; thence along said Right of Way, S.74°23'49"E., a distance of 47.07 feet to a point on the West Right of Way line of Timber Creek Road; thence along said Right of Way, S.01°26'54"E., a distance of 3632.72 feet; thence N.87°55'11"E., a distance of 1416.21 feet to a point on the East boundary of the Northeast 1/4 of the Southwest 1/4 of said Section 36; thence along said East boundary, S.01°42'04"E., a distance of 320.02 feet to the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of said Section 36; thence along the North boundary of said Southeast 1/4 of the Southwest 1/4 of Section 36, S.87°52'50"W., a distance of 1344.04 feet to the Northwest corner of the said Southeast 1/4 of the Southwest 1/4 of Section 36; thence along the West boundary of said Southeast 1/4 of the Southwest 1/4 of Section 36, S.01°31'23"E., a distance of 1361.11 feet to the Southwest corner of said Southeast 1/4 of the Southwest 1/4 of Section 36; thence along the South boundary of the aforesaid Section 36, S.89°02'59"W., a distance of 1340.96 feet to the POINT OF BEGINNING.

Containing 1614.338 acres, more or less.

COMPOSITE EXHIBIT B

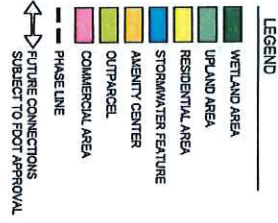
Conceptual Development Plan



RESIDENTIAL DEVELOPMENT CRITERIA

DWELLING TYPE	MINIMUM LOT AREA (SQ. FT.)	MINIMUM LOT DEPTH (FT.)	MINIMUM LOT WIDTH (FT.)	MAXIMUM LOT COVERAGE	MIN. OPEN SPACE	MINIMUM BUILDING SETBACK (FT.)	MAXIMUM BUILDING HT. (FT.)
SINGLE-FAMILY	5,500	110	50	70%	20%	20	35
SINGLE-FAMILY PAVED VILLA	8,250	110	70	70%	20%	5	35
MULTIFAMILY	2,500	100	25	70%	20%	5	40

1. TABLE LISTED TO THE LEFT OF THIS TABLE APPLIES TO ALL BUILDINGS ON THIS SITE.
 2. RESIDENTIAL UNPAVED BUILDING SETBACKS FROM TYMBER CREEK ROAD IS 50 FT. (EXCLUDING AUXILIARY STRUCTURES SUCH AS GARDEN SHEDS, AND PROJECT SIGNAGE).
 3. RESIDENTIAL UNPAVED BUILDING SETBACKS FROM TYMBER CREEK ROAD IS 50 FT. (EXCLUDING AUXILIARY STRUCTURES SUCH AS GARDEN SHEDS, AND PROJECT SIGNAGE).



COMMERCIAL LOT COVERAGE

USE	TOTAL
MAXIMUM BUILDING COVERAGE	50% OF TOTAL SITE
MINIMUM OPEN SPACE	25%
MAXIMUM BUILDING HEIGHT	50'
MINIMUM LOT DEPTH	100'

- ### SIGNAGE KEY
- NOTES:
 1. SIGNAGE WITH ANY RESIDENTIAL PORTALS SHALL BE AT LEAST 10 FEET FROM THE PORTAL.
 2. SIGNAGE WITH ANY COMMERCIAL PORTALS SHALL BE AT LEAST 10 FEET FROM THE PORTAL.
 3. ALL SIGNAGE SHALL BE PERMITTED WITHIN THE PORTAL.
 4. ALL SIGNAGE SHALL BE PERMITTED WITHIN THE PORTAL.
- GATEWAY SIGNAGE AND ENTRANCE FEATURES, SIGNAGE LOCATED AT THE PRIMARY ENTRANCE TO PROJECT (SRAD) SHALL HAVE A MAXIMUM HEIGHT OF 15 FEET WITH A MAXIMUM SIGNAGE AREA OF 180 SQUARE FEET. A MAXIMUM OF TWO SIGNAGE SIGNS SHALL BE PERMITTED FOR THE PRIMARY ENTRANCE. SIGNAGE SHALL BE PERMITTED FOR THE PRIMARY ENTRANCE ONLY IF IT IS SEPARATELY LOCATED AND DOES NOT OCCUR SEPARATELY. THE ENTRANCE SIGNAGE SHALL HAVE A MAXIMUM HEIGHT OF 45' AS MEASURED FROM THE BASE OF THE ENTRANCE FEATURE. AN ENTRANCE FEATURE SHALL HAVE A MINIMUM SETBACK OF 10' FROM THE RIGHT-OF-WAY SO LONG AS ANY APPLICABLE FOOT SIGN CRITERIA ARE MET.
 - THOROUGHFARE NEIGHBORHOOD ENTRANCE SIGNAGE LOCATED ALONG TYMBER CREEK ROAD AT THE NEIGHBORHOOD ENTRANCE SHALL HAVE A MAXIMUM HEIGHT OF 12' AND A MAXIMUM SIGNAGE AREA OF 100 SQUARE FEET. THE SIGN SHALL HAVE A MINIMUM SETBACK OF 10' FROM THE RIGHT-OF-WAY AND 10' FROM ANY APPLICABLE FOOT SIGN CRITERIA ARE MET.
 - COMMERCIAL SIGNAGE ONE MONUMENT SIGN WITH A MAXIMUM SIGNAGE AREA OF 100 SQUARE FEET AND A MAXIMUM HEIGHT OF 20' AS MEASURED FROM THE BASE OF THE SIGN SHALL BE PERMITTED ALONG THE ENTIRE COMMERCIAL PROPERTY. ADDITIONAL SIGNAGE MAY BE PERMITTED BASED ON LOT FRONTAGE, NOT TO EXCEED A MAXIMUM HEIGHT OF 8'. COMMERCIAL SIGNAGE NOT DISCUSSED HEREIN SHALL BE PERMITTED PURSUANT TO THE REQUIREMENTS OF THE LDC FOR BUSINESS DISTRICTS.

MINTO PARCEL A CONCEPTUAL PLAN

OVERALL DEVELOPMENT PLAN EXHIBIT B

CITY OF DAYTON, OHIO

FOR REVIEW ONLY NOT FOR CONSTRUCTION

DATE: 10/15/2019
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT NO: [Number]
 SHEET: B2 OF 3

CIVIL ENGINEERING
 LANDSCAPE ARCHITECTURE
 ENVIRONMENTAL
 PLANNING
 TRANSPORTATION
 WWW.NEVCOHEN.COM

- STORMWATER LEGEND**
- OFF SITE DRAINAGE PATTERN
 - SITE DRAINAGE OUTFALL
 - WETLANDS AREA
 - UPLANDS AREA
 - RESIDENTIAL AREA
 - POND
 - AMENITY CENTER
 - OUTPARCEL
 - COMMERCIAL



NOTE:
1. CONCEPTUAL DRAINAGE PLAN - FINAL CONFIGURATION TO BE DETERMINED WITH FINAL ENGINEERING DESIGN.

<p>PROJECT NO. M23</p> <p>DATE: 11/11/2017</p> <p>SCALE: 1" = 80'</p>	<p>MINTO PARCEL A CONCEPTUAL PLAN</p> <p>MASTER STORMWATER PLAN EXHIBIT B</p> <p>CITY OF DAYTON BEACH VOLusia COUNTY, FLORIDA</p>	<p>NO. DATE REVISIONS</p> <p>01 11/11/2017 PRELIMINARY DESIGN</p> <p>02 11/11/2017 PRELIMINARY DESIGN</p> <p>03 11/11/2017 PRELIMINARY DESIGN</p> <p>04 11/11/2017 PRELIMINARY DESIGN</p> <p>05 11/11/2017 PRELIMINARY DESIGN</p> <p>06 11/11/2017 PRELIMINARY DESIGN</p> <p>07 11/11/2017 PRELIMINARY DESIGN</p> <p>08 11/11/2017 PRELIMINARY DESIGN</p> <p>09 11/11/2017 PRELIMINARY DESIGN</p> <p>10 11/11/2017 PRELIMINARY DESIGN</p>	<p>CIVIL ENGINEERING</p> <p>LANDSCAPE ARCHITECTURE</p> <p>ENVIRONMENTAL</p> <p>PLANNING</p> <p>TRANSPORTATION</p>	<p>ZEV COHEN & ASSOCIATES, INC.</p> <p>1100 W. UNIVERSITY AVENUE, SUITE 200 DAYTON, OHIO 45424 937.233.8888 WWW.ZEVCOHEN.COM</p>
<p>DATE: 11/11/2017</p> <p>SHEET: B3 OF 3</p>	<p>FOR REVIEW ONLY NOT FOR CONSTRUCTION</p>			

EXHIBIT C

Master Utility Plan

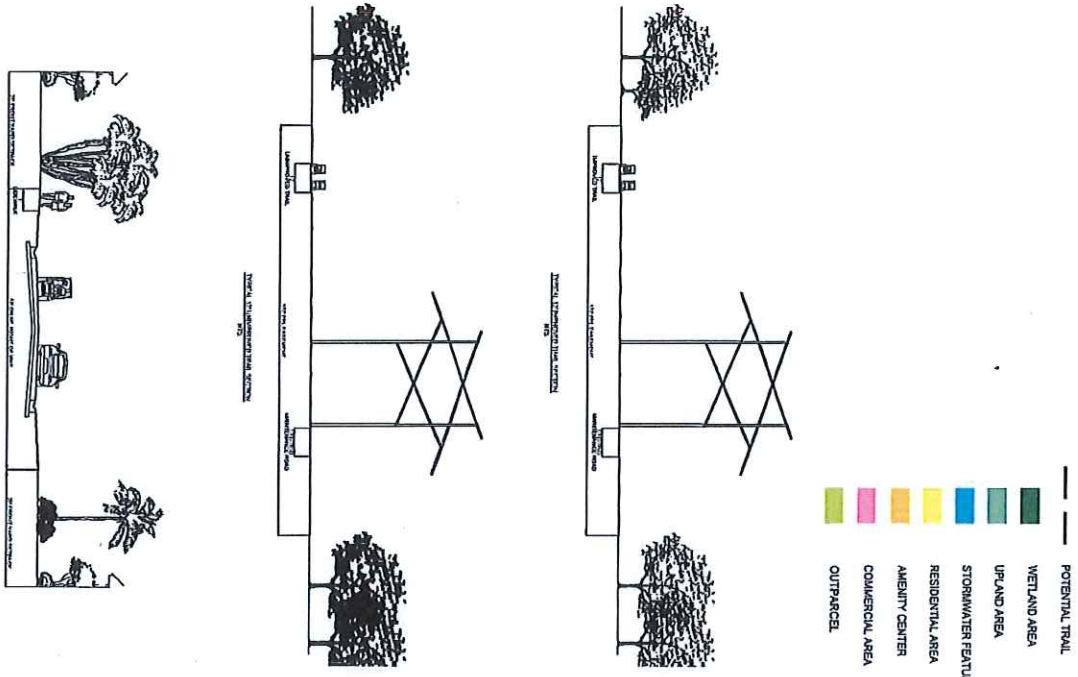
EXHIBIT D

Recreational/Parks & Connectivity Plan

LANDSCAPE BUFFERS
 50 FT. SPREADER CHANNEL B.V.O.
 25 FT. FUTURE THUNDER CREEK ROAD ROW
 10 FT. ALL OTHER PROPOSED PERIMETERS

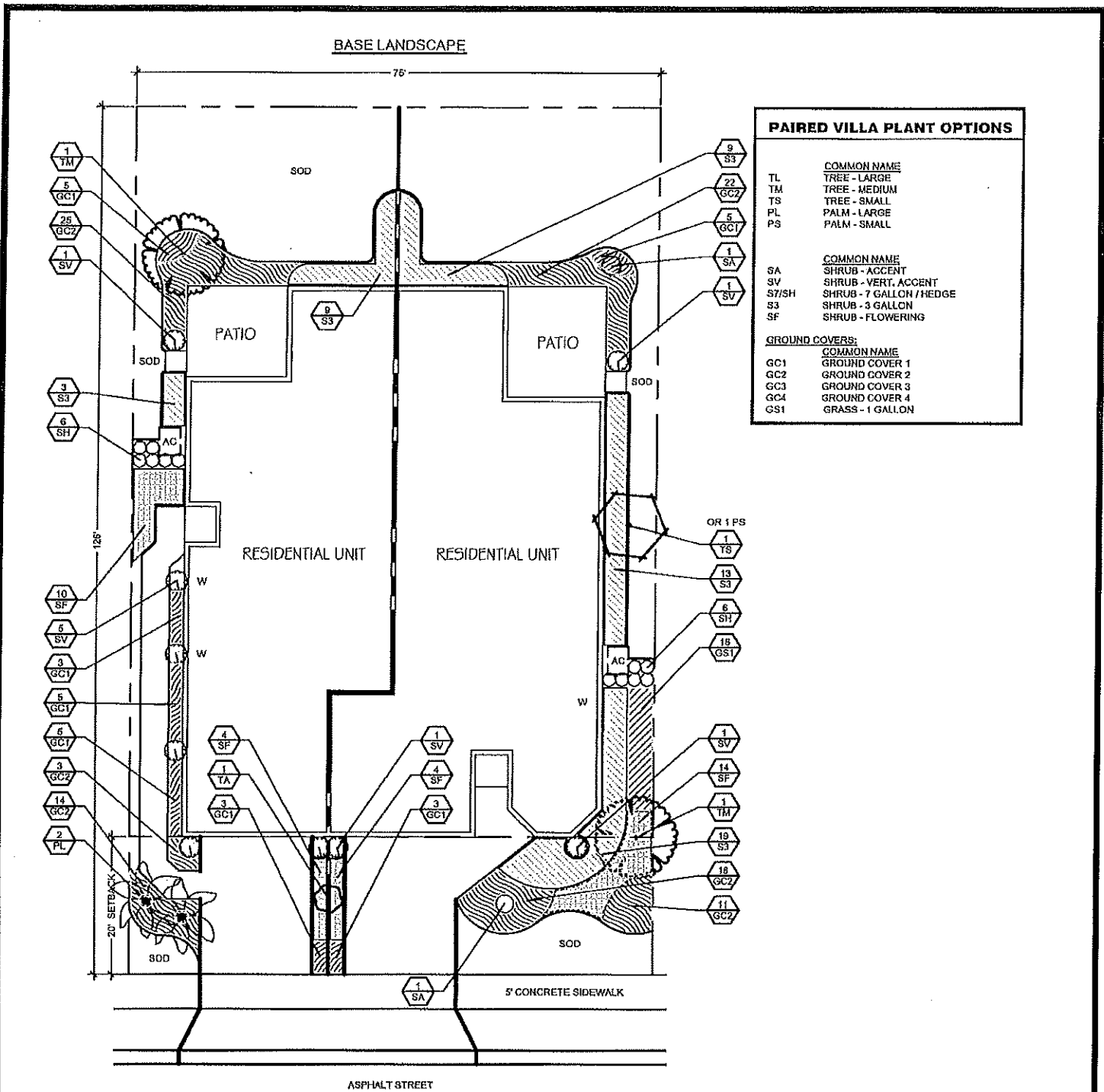
CONNECTIVITY (Score 1.4)
 LINES (140)
 NODES (89)

PARKS LEGEND
 POTENTIAL POCKET PARKS (4.749 AC.)
 AMENITY CENTER
 POTENTIAL TRAIL
 WETLAND AREA
 UPLAND AREA
 STORMWATER FEATURE
 RESIDENTIAL AREA
 AMENITY CENTER
 COMMERCIAL AREA
 OUTPARCEL



NOTES
 1. LANDSCAPE AND LANDSCAPE BUFFERS SHALL BE DESIGNED TO PRESERVE AND ENHANCE THE NATURAL DEVELOPMENT AND USES OF THE SITE.
 2. ALL OTHER PROPOSED PERIMETERS SHALL BE DESIGNED TO PRESERVE AND ENHANCE THE NATURAL DEVELOPMENT AND USES OF THE SITE.

<p>MINTO PARCEL A CONCEPTUAL PLAN REC/PARKS & CONNECTIVITY EXHIBIT D</p>		<p>FOR REVIEW ONLY NOT FOR CONSTRUCTION</p>		<p>ZEV COHEN & ASSOCIATES, INC. CIVIL ENGINEERING LANDSCAPE ARCHITECTURE ENVIRONMENTAL PLANNING TRANSPORTATION</p>	
<p>DATE: 01/15/2017 BY: J. COHEN CHECKED BY: J. COHEN APPROVED BY: J. COHEN</p>		<p>DATE: 01/15/2017 BY: J. COHEN CHECKED BY: J. COHEN APPROVED BY: J. COHEN</p>		<p>DATE: 01/15/2017 BY: J. COHEN CHECKED BY: J. COHEN APPROVED BY: J. COHEN</p>	



PAIRED VILLA PLANT OPTIONS	
TL	COMMON NAME TREE - LARGE
TM	TREE - MEDIUM
TS	TREE - SMALL
PL	PALM - LARGE
PS	PALM - SMALL
SA	COMMON NAME SHRUB - ACCENT
SV	SHRUB - VERT. ACCENT
S7/SH	SHRUB - 7 GALLON / HEDGE
S3	SHRUB - 3 GALLON
SF	SHRUB - FLOWERING
GROUND COVERS:	
GC1	COMMON NAME GROUND COVER 1
GC2	GROUND COVER 2
GC3	GROUND COVER 3
GC4	GROUND COVER 4
GS1	GRASS - 1 GALLON

CIVIL ENGINEERING
 LANDSCAPE ARCHITECTURE
 ENVIRONMENTAL
 PLANNING
 TRANSPORTATION

(EB 4516) (L.C. 62)

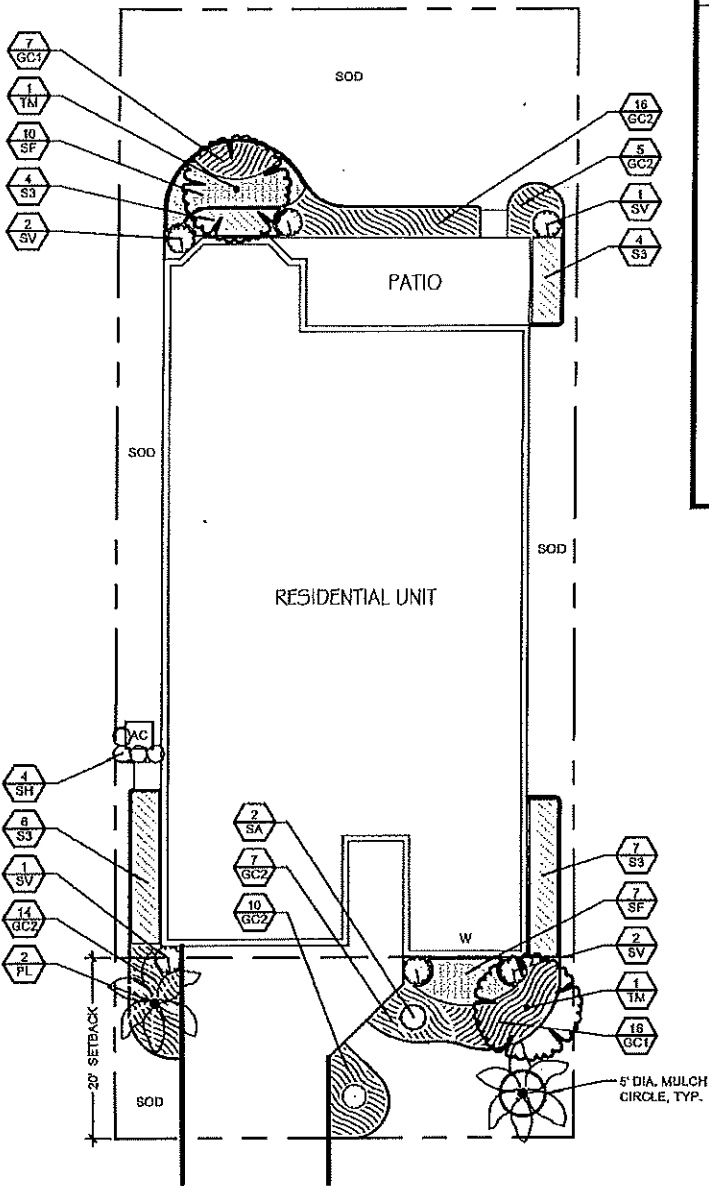
16123 5-10-18

MINTO PARCEL A PROTOTYPICAL LA RESIDENTIAL EXHIBIT

DAYTONA BEACH VOLUSIA

**ZEV COHEN
 & ASSOCIATES, INC.**
 300 INTERCHANGE BLVD., STE. C
 ORMOND BEACH, FL 32174
 WWW.ZEVCOHEN.COM

BASE LANDSCAPE



SINGLE FAMILY PLANT OPTIONS

TREES:

CODE	COMMON NAME
TL	TREE - LARGE
TM	TREE - MEDIUM
TS	TREE - SMALL
PL	PALM - LARGE
PS	PALM - SMALL

SHRUBS:

CODE	COMMON NAME
SA	SHRUB - ACCENT
SV	SHRUB - VERT. ACCENT
S7/SH	SHRUB - 7 GALLON / HEDGE
S3	SHRUB - 3 GALLON
SF	SHRUB - FLOWERING

GROUND COVERS:

CODE	COMMON NAME
GC1	GROUND COVER 1
GC2	GROUND COVER 2
GC3	GROUND COVER 3
GC4	GROUND COVER 4
GS1	GRASS - 1 GALLON

CIVIL ENGINEERING
 LANDSCAPE ARCHITECTURE
 ENVIRONMENTAL
 PLANNING
 TRANSPORTATION

16123

5-10-18

**MINTO PARCEL A
 PROTOTYPICAL LA
 RESIDENTIAL EXHIBIT**



**ZEV COHEN
 & ASSOCIATES, INC.**

300 INTERCHANGE BLVD., STE. C
 ORMOND BEACH, FL 32174

WWW.ZEVCOHEN.COM

(EG 4516)

(LC 62)

DAYTONA BEACH

VOLUSIA

EXHIBIT E

Permitted Use Definitions

Commercial Uses – non-residential uses including but not limited to retail sales and service uses, office uses, business services, personal services, professional services, restaurants (all types), clubs and lodges.

Community Recreational Vehicle and Boat Storage: outdoor storage for use by the residents of Parcel A or Parcel B for the specific purpose of storing Recreational Vehicles and boats owned by the residents of the same.

Dwelling - Any premises used primarily for human habitation.

Model Dwelling - A residential structure or series of structures built with the purpose of displaying the craftsmanship of the builder/developer of that unit. The unit primarily serves as a marketing tool to sell future, similar units on other lots. Office sales are a permitted use within any model dwelling unit.

Multifamily Residential - A building other than a townhouse dwelling containing three or more dwelling units. Units may be located side by side in a horizontal configuration and/or stacked one above the other in a vertical configuration, sharing common vertical walls and/or horizontal floors and ceilings. A multifamily dwelling differs from a townhouse dwelling in that attached side-by-side dwelling units are not each located on an individual lot and separated by a party wall. A multifamily dwelling differs from a townhouse dwelling in that attached side-by-side dwelling units are not each located on an individual lot and separated by a party wall.

Neighborhood Support Uses – amenities intended for the use and enjoyment of the residents including but not limited to tennis courts, fitness facilities, gyms, volleyball courts, soccer fields, basketball courts, clubhouses, pools, walking trails, passive parks, golf cart paths, private pool bars, snack bars, and small restaurants. These uses shall not be counted against the 200,000 square foot commercial development maximum.

Single-Family Dwelling - A building occupied and maintained exclusively as a residence for a single family.

Single-Family Paired Villa – A residential building with at least two and not more than four attached single-family dwelling units, where each dwelling unit is located on an individual lot and separated by party walls.

Stay and Play Getaway Rentals - A dwelling unit that is rented or leased to persons by Developer. The purpose of the Stay and Play Getaway Rental is to allow persons who may be interested in purchasing a dwelling unit in the community to experience the community before committing to a purchase. Persons participating in the Stay and Play Getaway Rental program have access to

all Neighborhood Support Uses on the Property during their rental period, which shall be permitted for periods of time less than 30 days. There shall be a maximum of thirty (30) dwelling units available as Stay and Play Getaway Rentals in the development.

Welcome Center – A facility where the available products for sale at project are shown and marketed, including a building or structure and associated parking. The Welcome Center primarily serves as a marketing tool to sell future or existing dwelling units or encourage Stay and Play Getaway Rental of future or existing dwelling units

EXHIBIT F

ARCHITECTURAL ELEVATIONS FOR RESIDENTIAL USES

(FOR ILLUSTRATIVE PURPOSES ONLY)



Exhibit F
Parcel A - Architectural Elevations
Paired Villa



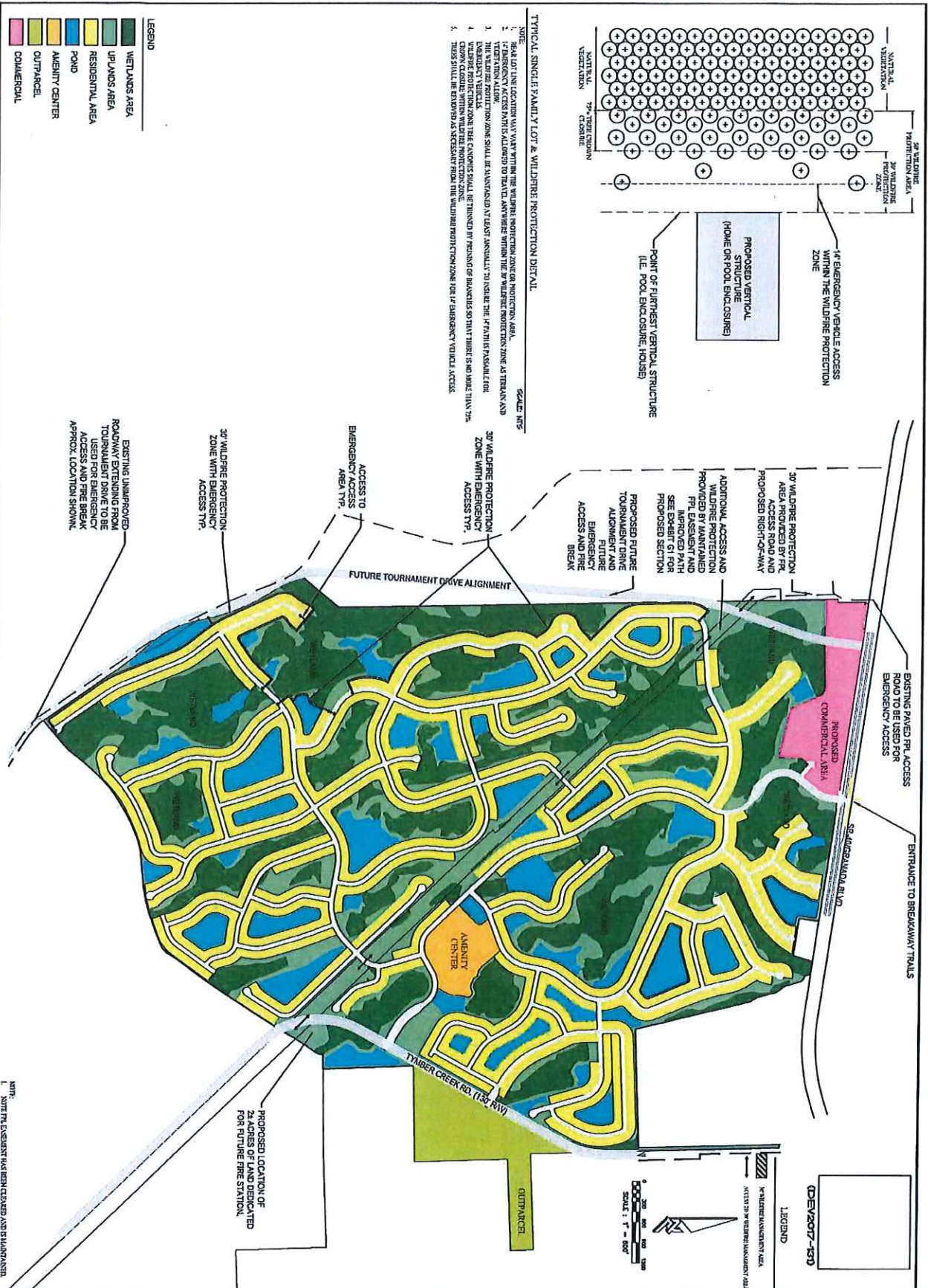
Exhibit F
Parcel A - Architectural Elevations
50' Lot



Exhibit F
Parcel A - Architectural Elevations
60' Lot

EXHIBIT G

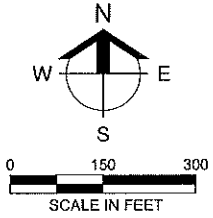
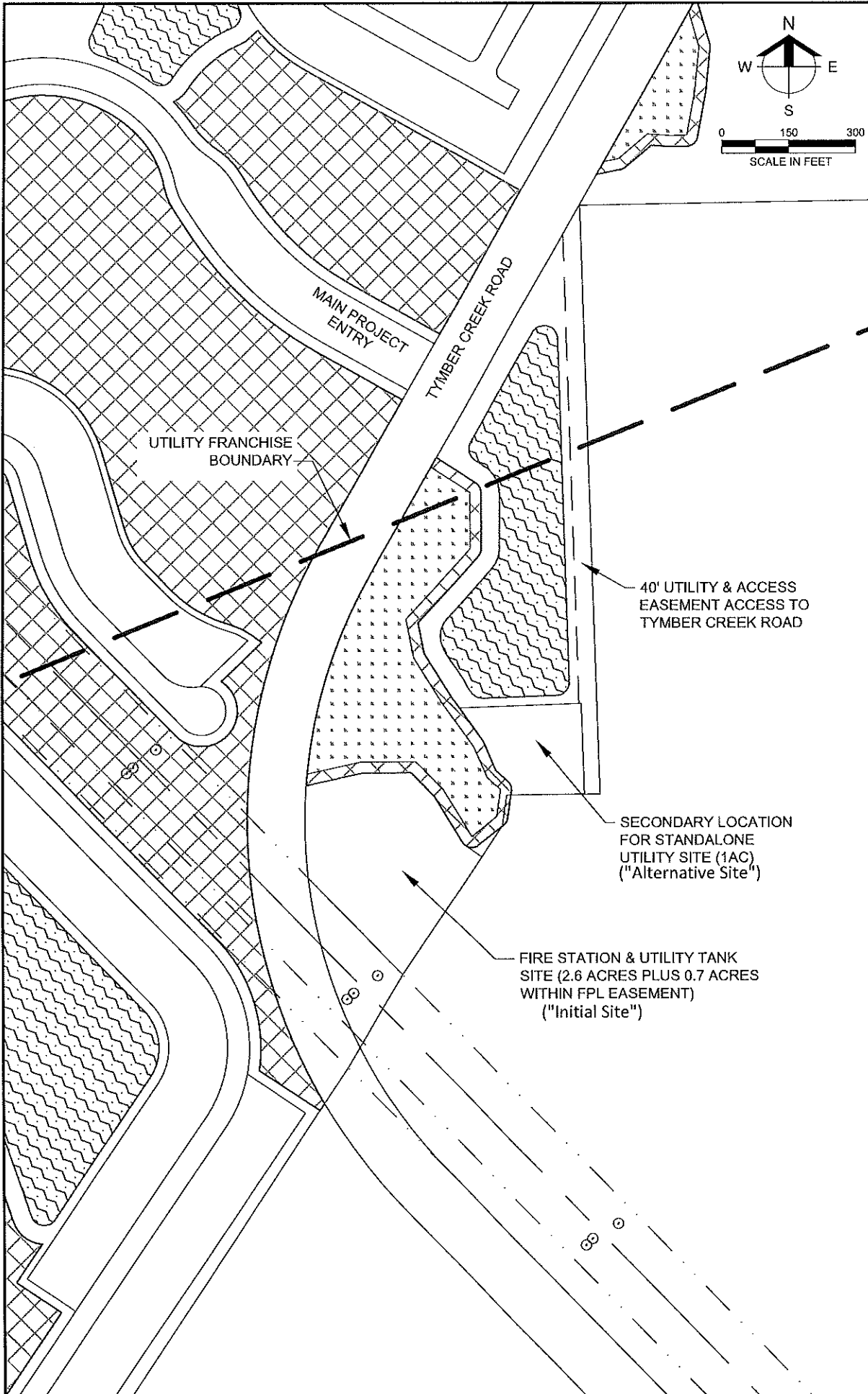
WILDFIRE PROTECTION PLAN



<p>MINTO PARCEL A CONCEPTUAL PLAN</p> <p>WILDFIRE PROTECTION PLAN EXHIBIT G</p> <p>CITY OF EASTON, ILLINOIS ILLINOIS COUNTY, ILLINOIS</p>		<p>DATE: 08/14/2017</p> <p>REVISIONS:</p> <table border="1"> <tr><th>NO.</th><th>DESCRIPTION</th></tr> <tr><td>01</td><td>PRELIMINARY PLAN</td></tr> <tr><td>02</td><td>REVISED PLAN FOR REVIEW</td></tr> <tr><td>03</td><td>REVISED PLAN FOR REVIEW</td></tr> <tr><td>04</td><td>REVISED PLAN FOR REVIEW</td></tr> <tr><td>05</td><td>REVISED PLAN FOR REVIEW</td></tr> <tr><td>06</td><td>REVISED PLAN FOR REVIEW</td></tr> <tr><td>07</td><td>REVISED PLAN FOR REVIEW</td></tr> <tr><td>08</td><td>REVISED PLAN FOR REVIEW</td></tr> <tr><td>09</td><td>REVISED PLAN FOR REVIEW</td></tr> <tr><td>10</td><td>REVISED PLAN FOR REVIEW</td></tr> <tr><td>11</td><td>REVISED PLAN FOR REVIEW</td></tr> <tr><td>12</td><td>REVISED PLAN FOR REVIEW</td></tr> <tr><td>13</td><td>REVISED PLAN FOR REVIEW</td></tr> <tr><td>14</td><td>REVISED PLAN FOR REVIEW</td></tr> 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EXHIBIT H

INITIAL SITE AND ALTERNATIVE SITE FOR LAND DEDICATION




Barraco
and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING
LAND PLANNING
www.barraco.net
2271 McGREGOR BLVD., SUITE 100
POST OFFICE DRAWER 2800
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170
FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION
ENGINEERING 7995 - SURVEYING LB-6940

PREPARED FOR



MINTO COMMUNITIES - USA
4042 PARK OAKS BOULEVARD SUITE 450
TAMPA, FL 33610
PHONE (813) 342-3838
FAX (813) 342-3831
WWW.MINTO.COM

PROJECT DESCRIPTION



LATITUDE
MARGARITAVILLE

VOLUSIA COUNTY, FLORIDA

NOT VALID WITHOUT EMBOSSED SEAL, SIGNATURE AND DATE
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FILE NAME	23441X00-OPT57-FIRE.DWG
LAYOUT	LAYOUT1
LOCATION	J523441DWG/PRELIM
PLOT DATE	THU, 9-27-2018 - 1:48 PM
PLOT BY	ANGELICA HARDY
DESIGN BY	JENNIFER SAPEN
XREF1	BASEPLAN = 23441A00-OPT57-FIRE.DWG
XREF2	
XREF3	
XREF4	
XREF5	
XREF6	

PLAN REVISIONS	

PLAN STATUS

**TYMBER CREEK ROAD
UTILITY SITE & FIRE
STATION SITE PLAN**

PROJECT / FILE NO.	SHEET NUMBER
23441	

EXHIBIT I
WETLAND REGULATIONS

- B. **Wetlands Protection.** 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).

M. Stormwater Management.

1. Purpose.

- a. Stormwater management is necessary to protect, maintain and enhance the immediate and long-term health, safety, and general welfare of the citizens of Daytona Beach, while allowing landowners reasonable use of their land.
- b. These provisions are intended to achieve the following objectives:
 - i. To protect the chemical, physical and biological quality of groundwaters and surface waters.
 - ii. To encourage the protection of natural systems and the use of them in ways which do not impair their beneficial functioning.
 - iii. To discourage reliance on drainage systems which depend on the use of electrical energy or petroleum fuels to move water, remove pollutants, or maintain the system.
 - iv. To perpetuate groundwater recharge.
 - v. To prevent and reduce saltwater intrusion into the groundwater system.
 - vi. To reduce erosion loss of valuable topsoils and subsequent sedimentation of surface water bodies.
 - vii. To protect the habitat of fish and wildlife.
 - viii. To minimize the production of disease vectoring mosquitoes.
 - ix. To prevent significant loss of life and property due to flooding.
 - x. To reduce the capital expenditures associated with floodproofing and the installation and maintenance of storm drainage systems.
 - xi. To minimize the adverse impact of development on the water resources of the community.
 - xii. To prevent the lowering of the existing groundwater table elevations to the detriment of other objectives.
- c. The City acknowledges that, under certain circumstances, it will not be possible or practical to meet all of these objectives. In these cases, development will be evaluated to determine the methods and approaches by which the developer proposes to mitigate any adverse effects which may otherwise result from the practical inability to meet all of the overall objectives.
- d. It is presumed that the lowering of the water table for the purpose of constructing detention/retention basins and for the purpose of permanently protecting road construction does not conflict with the objectives if all of the following conditions are met:
 - i. The development site is not in an area known, based on data collected and interpreted by the U.S. Geological Survey, the St. Johns River Water Management District, the county or municipal engineers, and other professional investigators, as important to recharge or to prevention of discharge of the Floridian Aquifer.
 - ii. The proposed lowering of the water table shall be no more than 15 percent of the site to a depth of five feet below the surface of the existing undisturbed ground, or an equivalent volume, provided that there is a maximum depth of five feet, said area to be measured at the overflow elevation of the retention areas.
 - iii. If ditches, underdrains, or similar devices are used to lower the water table, the lateral volumetric effect will be calculated, and the volume will be deducted from that allowed for retention areas.
 - iv. The high water table may be lowered up to two feet below the undisturbed ground in the vicinity of roads for the purpose of protecting the subbase and base of the roadway and/or for the purpose of preventing mosquito breeding in the roadside swales.
 - v. The lowering of the water table has no adverse effect on wetlands.
 - vi. The lowering of the water table does not increase flows to the detriment of neighboring lands.

Sec. 8.6. - Nonconforming Site Features.

- A. **Purpose.** The purpose of this section is to provide a means whereby the City may require certain nonconforming site features to be brought into compliance with the standards of this Code as part of remodeling or expansion of a structure.
- B. **Applicability.**
1. For purposes of this section, the term "nonconforming site features" includes the following:
 - a. Nonconforming off-street parking;
 - b. Nonconforming landscaping;
 - c. Nonconforming perimeter buffers; and
 - d. Nonconforming screening walls or fences.
 2. If an application is filed for a Building Permit for the remodeling or expansion of a structure other than a single-family dwelling and the development site contains one or more nonconforming site features identified in paragraph 1 above, and the value of the proposed improvements totals at least 25 percent of the assessed value of the existing structure, the applicant shall be required to address the nonconforming site feature as provided in this section.
 3. City staff may develop administrative guidelines to assist in the implementation of this section, including guidelines for the resolution of conflicts when it may not be possible for one or more types of nonconforming site features to be brought into compliance with the requirements of this Code because of particular site constraints or impacts on adjacent sites.
- C. **Interior and Exterior Remodeling of Structures.**
1. *Remodeling Costing 25 Percent or Less of Structure Value.* Remodeling of a structure in any continuous five-year period that costs 25 percent or less of the current assessed value of the structure shall not require any upgrading of the nonconforming site features identified in Section 8.6.B.1.
 2. *Remodeling Costing between 25 and 75 Percent of Structure Value.* Remodeling of a structure in any continuous five-year period that costs more than 25 percent, but less than 75 percent, of the current assessed value of the structure shall require nonconforming site features identified in Section 8.6.B.1 to be upgraded towards compliance with the standards of this Code by a corresponding percentage of full compliance, up to achievement of 100 percent compliance.
Example: Under this Code's minimum off-street parking space standards, an existing building, if built today, would be required to provide at least 40 off-street parking spaces, but the building site only includes 20 spaces. If the building is remodeled such that the cost of remodeling equals 30 percent of the building's assessed value, the remodeling project must add 12 parking spaces (30% x 40 required spaces). This increases the development's degree of compliance with off-street parking standards from 50 percent (20 of 40 required spaces) to 80 percent (32 of 40 required spaces). A subsequent remodeling whose cost also equals 30 percent of building value might seem to call for the addition of another 12 spaces (30% x 40 required spaces), but actually only 8 new spaces would be required to achieve 100% compliance (32 + 8 = 40 spaces).
 3. *Remodeling Costing 75 Percent or More of Structure Value.* Remodeling of a structure in any continuous five-year period that costs 75 percent or more of the current assessed value of the structure shall require all nonconforming site features identified in Section 8.6.B.1 to be upgraded to achieve 100 percent compliance with the standards of this Code.
 4. *When Two or Fewer Parking Spaces Required.* When this subsection calls for a remodeling project to install two or fewer additional off-street parking spaces, such additional off-street parking is not required to be installed.
 5. *Determination of Building Cost and Structure Value.* For purposes of determining if upgrading of nonconforming site features is required by this subsection, the cost of the remodeling shall be as shown on the approved Building Permit application. Assessed value shall be based on the most recently available Volusia County tax rolls.
- D. **Additions and Expansions.**
1. *Additions and Expansions Less than 15 Percent.* Additions or expansions to a structure or use area in any continuous five-year period that increase the gross square footage of the structure

or use area (measured at the beginning of the five-year period) by 15 percent or less shall not require any upgrading of the nonconforming site features identified in Section 8.6.B.1.

2. *Additions and Expansions between 15 and 50 Percent.* Additions or expansions to a structure or use area in any continuous five-year period that increase the gross square footage of the structure or use area (measured at the beginning of the five-year period) by more than 15 percent but no more than 50 percent shall require nonconforming site features identified in Section 8.6.B.1 to be installed or upgraded towards compliance with the standards of this Code by a corresponding percentage of full compliance, up to achievement of 100 percent compliance.

Example: Under this Code's minimum off-street parking space standards, an existing building, if built today, would be required to provide at least 40 parking spaces, but the site only contains 20 spaces. If the building is expanded by 30 percent of its gross floor area, the expansion project must add 12 parking spaces (30% x 40 required spaces), increasing compliance from 50 percent (20 of 40 required spaces) to 80 percent (32 of 40 required spaces). A subsequent addition whose size also equals 30 percent of existing building size might seem to call for addition of another 12 spaces (30% x 40 required spaces), but actually only 8 new spaces would be required to achieve 100% compliance (32 + 8 = 40 spaces).

3. *Additions and Expansions Greater than 50 Percent.* Additions or expansions to a structure or use area in any continuous five-year period that increase the gross square footage of the structure or use area (measured at the beginning of the five-year period) by more than 50 percent shall require all nonconforming site features identified in Section 8.6.B.1 to be installed or upgraded to achieve 100 percent compliance with the standards of this Code.
 4. *Additions and Expansions of Outdoor Use Areas Only.* When only outdoor operations, storage, and display areas are being added or expanded on a site, the percentage increase in the gross square footage of the outdoor operations, storage, and display areas shall require perimeter buffers and screening to be installed or upgraded towards compliance with the standards of this Code by a corresponding percentage of full compliance. The increased perimeter buffer and screening shall be located so as to achieve the performance objectives in Section 6.6, Perimeter Buffers, with priority given to screening the impacts of outdoor operations.
- E. **Compliance to Maximum Extent Practicable on Constrained Properties.** Where City staff determines that full compliance with the requirements of this section is precluded by a lack of sufficient developable area due to the size of the lot, the layout of existing development, or the presence of significant wetlands, floodplains, watercourses, or other significant environmental constraints on development, the applicant shall comply with the requirements of this section to the maximum extent practicable, as determined by City staff.