

Document prepared by:
Storch Law Firm
420 South Nova Road
Daytona Beach, FL 32114

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

AVISTA PLANNED DISTRICT AGREEMENT

The CITY OF DAYTONA BEACH, FLORIDA, a Florida municipal corporation located in Volusia County, Florida ("City"), and Avista Properties VII, LLC, the record title property owner ("Owner" or "Developer"), hereby agree and covenant, and bind their heirs, successors, and assigns, as follows:

1. PROPERTY DESCRIPTION AND OWNERSHIP.

A. The property subject to this Agreement consists of approximately 2.177 +/- 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 and City, but City portion of the Property is under contract for purchase by Developer.

2. EXHIBITS.

The Exhibits listed below are by reference made a part hereof, and copies or reduced size copies are attached hereto. Full-sized copies of the Exhibits shall be retained by the City Clerk and shall be controlling in case of any ambiguity in the Exhibits. In the event of a conflict between the graphic illustrations of any Exhibit and the textual provisions of this Agreement, the textual provisions shall control.

Exhibit A: Property legal description,

Exhibit B: PD Plan, rev. date November 30, 2018, prepared by Newkirk Engineering, Inc.,

Exhibit C: Architectural Elevations, rev. date August 29, 2018, prepared by NORR,

Exhibit D: Sign Plan, rev. date October 15, 2018, prepared by Entera.

3. **DEVELOPMENT PLAN.**

A. Developer has designated the Property as "**AVISTA**".

B. The Property will be developed as a Planned Development – Redevelopment (PD-RD) 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 current LDC or other City ordinance shall control.

C. Development of the Property shall be consistent with Exhibit B (PD Plan). Exhibit B generally depicts the planned layout of buildings, parking areas, driveways, common areas, and other planned features or improvements to the Property.

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

- (1) Maximum building height: 155 feet (as measured from the 1st floor elevation);
- (2) Maximum individual building size: 50,000 sq. ft.;
- (3) Maximum parking garage size: 50,000 sq. ft.;
- (4) Minimum Building setbacks:
 - North: 5 ft.;
 - South 8 ft.;
 - West: 4 ft.;
 - East: 35 ft. (to east face of seawall);
- (5) Minimum parking garage setbacks:
 - North: 0 ft.;
 - South: 8 ft.;
 - West: 0 ft.;
 - East: 14 ft. (to east face of seawall);
- (6) Maximum lot coverage: 60%;
- (7) Maximum impervious surface area: 60%;
- (8) Maximum Floor Area Ratio (FAR): 5.2;
- (9) Maximum number of rooms: 300;
- (10) Slopes within any dry retention pond(s) shall be 4:1 without a fence and dry retention pond(s) shall count toward open space requirements;
- (11) Minimum perimeter landscaping strip depths:
 - North 0 ft.;
 - South 5 ft.;
 - West 0 ft.;
 - East 10 ft.;

(12) Seawall Vegetative Buffer: N/A.

E. The Property shall be developed consistent with the Developer response to RFP 0217-2150, Breakers Park Hotel Site.

F. The easternmost 15 feet of the Property identified as Boardwalk on the PD Plan shall provide an extension of the public Boardwalk from Breakers Park to Harvey Avenue. Developer shall be responsible for constructing said Boardwalk extension and any permitted stormwater or other infrastructure required for the Property underneath said extension. Developer and the City shall negotiate the terms of an easement to the City over said extension for reasonable public access, provided that Developer shall reserve the right to access the Boardwalk extension for the purpose of maintenance and repair of stormwater and other infrastructure located thereunder.

G. The Developer shall maintain and provide access to the public along the south Property boundary to connect pedestrian access from South Ocean Avenue to the Boardwalk depicted on the PD Plan.

H. The Developer has applied to the County for and received a vacation of the northerly 20 feet of the Harvey Avenue right-of-way adjoining the Property. As such, the additional 20 feet has been incorporated into the Property and made subject to this Agreement.

I. The Developer shall be required to submit a written construction parking plan that is acceptable to the City as part of the site plan review for the Property. Developer and City recognize that the construction parking cannot be on the Property and that the Developer will be required to obtain or control additional area off-site for said parking; therefore, Developer requests a waiver to allow temporary construction parking off-site at a location to be determined by the parties during site plan review.

4. CONFORMANCE WITH COMPREHENSIVE PLAN; CONCURRENCY; PERMITS.

A. The City has determined that the Property is suitable in size, location, and character for the uses proposed, and that the uses proposed are consistent with the City's comprehensive plan.

B. Developer shall be responsible for obtaining all development permits required by the LDC and applicable federal and state laws. Developer specifically acknowledges that approval of this Agreement does not constitute a Concurrency Certificate as required by the LDC, and that Developer will be required to separately obtain a Concurrency Certificate or, where applicable, to enter into proportionate fair share agreement. Approval of this agreement and exhibits is not a permit to begin clearing, to begin site work, or to begin construction without necessary permits.

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

5. PERMITTED USES.

The following uses are permitted within the Property, subject to compliance with the Use-Specific Standards set forth in Article 5, LDC:

Hotel

The following uses are permitted as accessory uses within the Property, subject to compliance with the Use-Specific Standards set forth in Article 5, LDC:

Restaurant without drive-in or drive-through service

Specialty eating or drinking establishment

Boardwalk, ocean

Retail sales establishment

Outdoor café with seating (limited to rear of Property but shall be permitted within rear setback area)

Outdoor entertainment (limited to rear of Property but shall be permitted within rear setback area)

6. INFRASTRUCTURE.

A. An on-site stormwater retention facility will be constructed in conjunction with the development. The stormwater retention facility will be maintained at a level consistent with the standards of the St. Johns River Water Management District and The City of Daytona Beach. Collection and transmission facilities shall be located pursuant to the approved site plan, or site plans approved for individual lots or structures.

B. Water and sewer service shall be provided by the City of Daytona Beach. All utilities shall be constructed underground. Developer will also provide easements and grants for the installation, maintenance and upkeep of the public utilities including water, sewer, reclaim water, electrical and telephone, as well as cable television and fiber, if available. Water, sewer, reclaim water infrastructure must be constructed to current City standards and consistent with this Agreement. Offsite extensions for water, sewer and reuse shall be provided as required and will be determined at the time of site plan. Developer acknowledges that flows of sewer from the PD Property into the City's public sewer system will be limited based on the capacity of the gravity sewer system, City Lift Station 34, and the forcemain from Lift Station 34. Collectively, the City's sewer utilities are hereinafter referred to as the "Regional City Sewer Facilities". As a condition of site plan approval, the City may require the Developer do either of the following:

(1) Provide upgrades to the Regional City Sewer Facilities in order to ensure that the Regional City Sewer Facilities have adequate capacity to serve the development. The costs of upgrading include permitting, design, and construction.

(2) Where the anticipated flows from the proposed development will have a negative impact on the existing capacity of the Regional City Sewer Facilities, but the nature of the impact is such that it would not be cost feasible to construct an upgrade, the City may instead require the Developer to pay the City a sum sufficient to pay for a portion of the cost of the smallest upgrade that would in the City's determination be cost feasible. For example, where the proposed development would cause existing flows to exceed capacity of Lift Station 34 by 10%, but a more cost-effective upgrade to the Lift Station would be to increase its capacity by 50%, the City will require the Developer to pay 20% of the projected costs of the more cost-effective upgrade. In such instance, the City will retain the payment made and apply it toward cost of the upgrade when it is made.

In either instance, the upgrade will be made to City standards.

7. LANDSCAPING.

Landscaping shall be generally consistent with Exhibit B, PD Plan, and shall include the use of pedestrian walkways. Clustering of tropical landscape materials shall be permitted so long as the net of total landscape materials as required herein are still met. Coordination of landscaping shall be addressed during the site plan approval process.

8. PROPERTY OWNERS' ASSOCIATION AND COMMON AREA MAINTENANCE.

There will be no common areas in the development.

9. ARCHITECTURAL AND DESIGN STANDARDS.

A. All buildings and accessory structures constructed within the Property shall be developed in compliance with the requirements of this section, and with the applicable provisions of the LDC relating to architectural standards where they do not conflict with the provisions of this section.

B. All of the following requirements shall be met within the Property:

(1) All buildings and accessory structures shall be consistent with a common architectural theme. The theme shall be established by harmoniously coordinating the general appearance of all buildings and accessory structures, including but not limited to: exterior wall

finishes or materials; roof styles, slopes, and materials; colors; and architectural details and ornamentation.

(2) All structures shall complement one another and shall convey a sense of quality and permanence. Lower grade materials, such as unfinished concrete and prefabricated metal, shall be prohibited.

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

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

(5) Through the LDC site plan review process, the City reserves the right to review the proposed construction of all buildings and structures, to recommend the substitution or inclusion of colors, materials, architectural details, and ornamentation, and to require or prohibit the use of the same to ensure compliance with the requirements of this section.

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

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

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

(9) All buildings and accessory structures shall generally be consistent with the Exhibit C (Architectural Elevations) unless, prior to issuance of the initial building permit, Developer submits and the City approves a different conceptual elevation. The City shall have the right to reject any proposed elevation which does not meet the requirements herein, or which involves the use of fewer architectural details and ornamentation than are set forth in Exhibit C.

10. ENVIRONMENTAL CONSIDERATIONS.

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

11. SIGNAGE.

Signage shall be generally permitted as shown on the Exhibit D Sign Plan (attached hereto) as detailed below:

- A. Wall Signage – East Elevation (Sign Plan page 1)
- One 240 sq. ft. branded wall sign as shown on Sign Plan page 2
 - One 190 sq. ft. branded wall sign as shown on Sign Plan page 3
 - One 16 sq. ft. branded wall sign as shown on Sign Plan page 4
 - One 14 sq. ft. branded wall sign as shown on Sign Plan page 5
 - One 22 sq. ft. wall sign for the Boardwalk as shown on Sign Plan page 6
 - Up to 91 sq. ft. of various ground floor wall signs, examples of which are shown on Sign Plan page 1
- B. Wall Signage – West Elevation (Sign Plan page 7)
- One 95 sq. ft. branded wall sign as shown on Sign Plan page 8
 - One 80 sq. ft. branded wall sign as shown on Sign Plan page 9
 - Up to 31 sq. ft. of various ground floor wall signs, examples of which are shown on Sign Plan page 7

To the extent not addressed herein, signage shall be as required by the LDC for the RDB-1 zoning district. The specific branding language for signage may deviate from those depicted signs in Exhibit D; however, the area of said signage shall remain as provided above.

12. 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 16 months of the approval of this Agreement by the City Commission. The filing of an appeal of the land development order by any person shall toll the time for permitting until final resolution of the appeal.

C. Construction shall be substantially complete within 5 years of the approval of this Agreement.

D. One 12-month extension of the scheduled completion date 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.

13. MINOR MODIFICATIONS.

A. The following may be administratively authorized as minor modifications to this Agreement:

(1) Amendments to an Exhibit that are necessary for compliance with the provisions of this Agreement, the LDC, or extra-jurisdictional permitting requirements, and address technical considerations that could not reasonably be anticipated during the Planned Development approval process;

(2) Have no material effect on the character of the approved PD district, the basic concept and terms of the PD Plan/Agreement. These may include, but are not limited to, the following:

- a) Structural alterations that do not significantly affect the basic size, form, style, and appearance of principal structures;
- b) Minor changes in the location and configuration of streets and driveways that do not adversely affect vehicular access and circulation on or off the site;
- c) Minor changes in the location or configuration of buildings, parking areas, landscaping, or other site features;
- d) Minor changes in the location and configuration of public infrastructure facilities that do not have a significant impact on the City's utility and stormwater management systems;
- e) Increases of five percent or less in the total number of parking spaces.

(3) Modifications of up to 20% to any of the lot dimensional requirements and associated Exhibit revisions, where such modifications are necessary to address minor Exhibit errors or unanticipated conditions that reasonably need to be addressed to ensure the development plan can be implemented, EXCEPT:

- a) Modifications, such as to floor area ratios, that increase intensity or density of the entire project or any phase by more than 2%;
- b) Modifications that increase building height or decrease setbacks, yards, or landscaping along the perimeter of the Property by more than 10%;

- c) Modifications that, when combined with previously approved minor and substantial modifications, would result in a cumulative change of more than 20% of the original requirement for the area in question; and
- d) Modifications that would unduly impact City-owned public utilities.

B. Requests for minor modifications shall be submitted in writing on forms provided by the City. Requests shall be reviewed pursuant to the general technical review process described in the LDC.

C. Denial of a requested minor modification shall be issued in writing to the applicant. Upon denial, or if more than 60 days elapses after the submittal of a completed application without a decision by the City, the applicant may apply for an amendment to the agreement.

D. Approved modifications shall be noted on the official plan documents.

14. AMENDMENTS.

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.

15. 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.

16. 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.

17. 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.

18. 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:

DEVELOPER & OWNER - AVISTA PROPERTIES VII, LLC, a Florida limited liability company

Witness 1

By: _____

Name: Anil Valbh

Title: Manager

Print Name of Witness 1

Date: _____

Witness 2

Print Name of Witness 2

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 201_, by _____ as _____ of _____, referred to in this agreement as "Developer & Owner". He/she is personally known to me and did not take an oath.

Notary Public
Commission No: _____

Approved as to legal form:

By: _____
Robert Jagger, City Attorney

EXHIBIT A

Legal Description of the Property

EXHIBIT B

PD Plan

EXHIBIT C

Architectural Elevations

EXHIBIT D

Sign Plan

EXHIBIT "A"
LEGAL DESCRIPTION

THE NORTHERLY 50 FEET OF THE SOUTHERLY 150 FEET OF BLOCK 2, ROGERS SEABREEZE, DAYTONA BEACH, VOLUSIA COUNTY, FLORIDA, ACCORDING TO THE MAP IN DEED BOOK "O", PAGE 301, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS THAT PARCEL OF LAND BEING A PART OF BLOCK 2, BEGINNING AT A POINT ON THE EAST SIDE OF OCEAN AVENUE, IN THE SUBDIVISION OF ROGERS SEABREEZE, THE SAME BEING A SUBDIVISION OF GOVERNMENT LOT 2, SECTION 4, TOWNSHIP 15 SOUTH, RANGE 33 EAST, SAID POINT BEING DISTANT 100 FEET FROM THE INTERSECTION OF THE EAST LINE OF OCEAN AVENUE, WITH THE NORTH LINE OF HARVEY AVENUE, MEASURED IN THE NORTHERLY DIRECTION ALONG THE EAST SIDE OF OCEAN AVENUE; THENCE FROM THE DESCRIBED POINT OF BEGINNING RUNNING EASTERLY AND PARALLEL WITH HARVEY AVENUE TO THE ATLANTIC OCEAN; THENCE NORTHERLY ALONG THE SAME 50 FEET; THENCE WESTERLY AND PARALLEL WITH HARVEY AVENUE TO THE EAST SIDE OF OCEAN AVENUE AFORESAID; THENCE SOUTHERLY ALONG THE SAME 50 FEET TO THE POINT OF BEGINNING; EXCEPTING THERE FROM THAT PART OF THE ABOVE DESCRIBED PROPERTY WHICH HAS BEEN DEEDED FOR THE WIDENING OF OCEAN AVENUE.

AND

THE SOUTHERLY 100 FEET OF BLOCK 2, LESS 5 FEET ON THE SOUTH TAKEN FOR STREET PURPOSES, AND ALSO LESS 5 FEET ON THE WEST TAKEN FOR STREET PURPOSES, ROGERS SEABREEZE, AS PER MAP IN DEED BOOK "O", PAGE 301, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

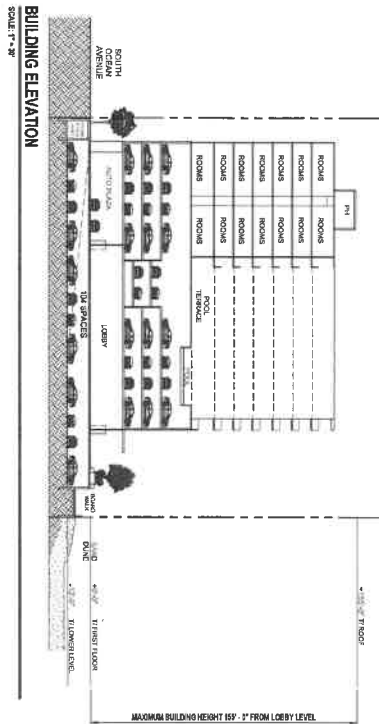
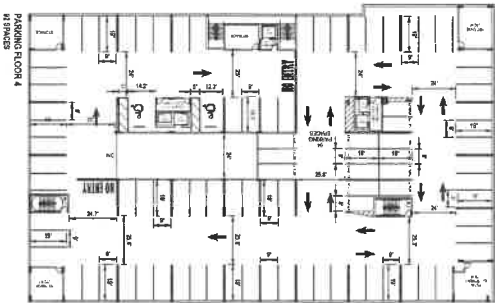
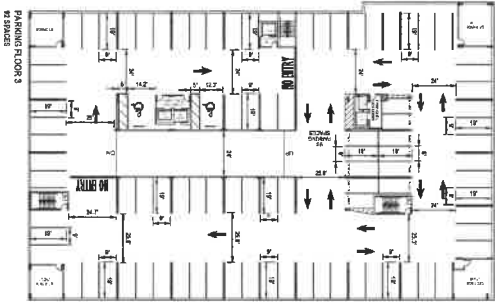
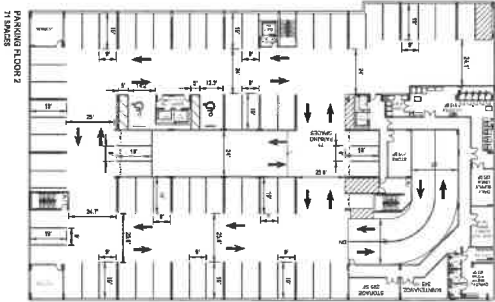
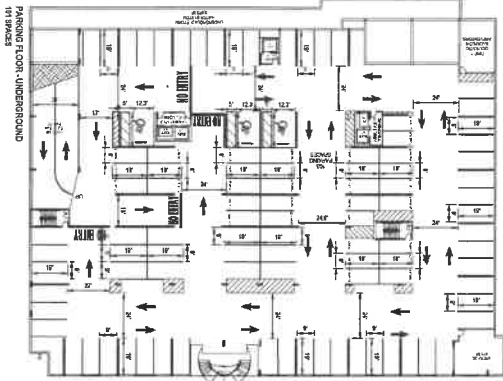
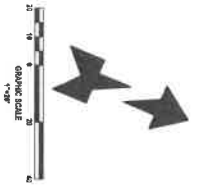
THE SOUTHERLY 100.00 FEET OF THE NORTHERLY 450.00 FEET OF BLOCK 2, ROGER'S SEABREEZE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN DEED BOOK "O", PAGE 301, AND REFILED IN MAP BOOK 14, PAGE 80, ALL OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE RIGHT-OF-WAY OF OCEAN AVENUE.

AND

THE NORTHERLY 15 FEET OF HARVEY AVENUE, A BEACH APPROACH PER ROGERS SEABREEZE SUB, MAP BOOK 0, PAGE 301 (MAP BOOK 14, PAGE 80), INCLUDING THE SOUTH 5 FEET OF BLOCK 2, TAKEN FOR STREET PURPOSES PER OR BOOK 6631, PAGE 1855, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

DRAFT

EXHIBIT "B"



PARADE DEPARTMENT:
THE GENERAL CONTRACTOR SHALL VERIFY PARKING REQUIREMENTS AS PROVIDED IN SECTION 4.3 OF THE LAND DEVELOPMENT CODE FOR ALL APPLICABLE AREAS INCLUDING ANY OTHER APPLICABLE REGULATIONS AND SHALL VERIFY WITH THE ORIGINAL DESIGNER THAT THE HOTEL IS BEING BUILT AT THE CORRECT LEVEL, RETAIN BELOW THE HOTEL.

CITY APPROVAL STAMP
DATE: 2/28/2024

DATE	DESCRIPTION

NO. 62971
REGISTERED PROFESSIONAL ENGINEER
STATE OF FLORIDA
EXPIRES 12/31/2024

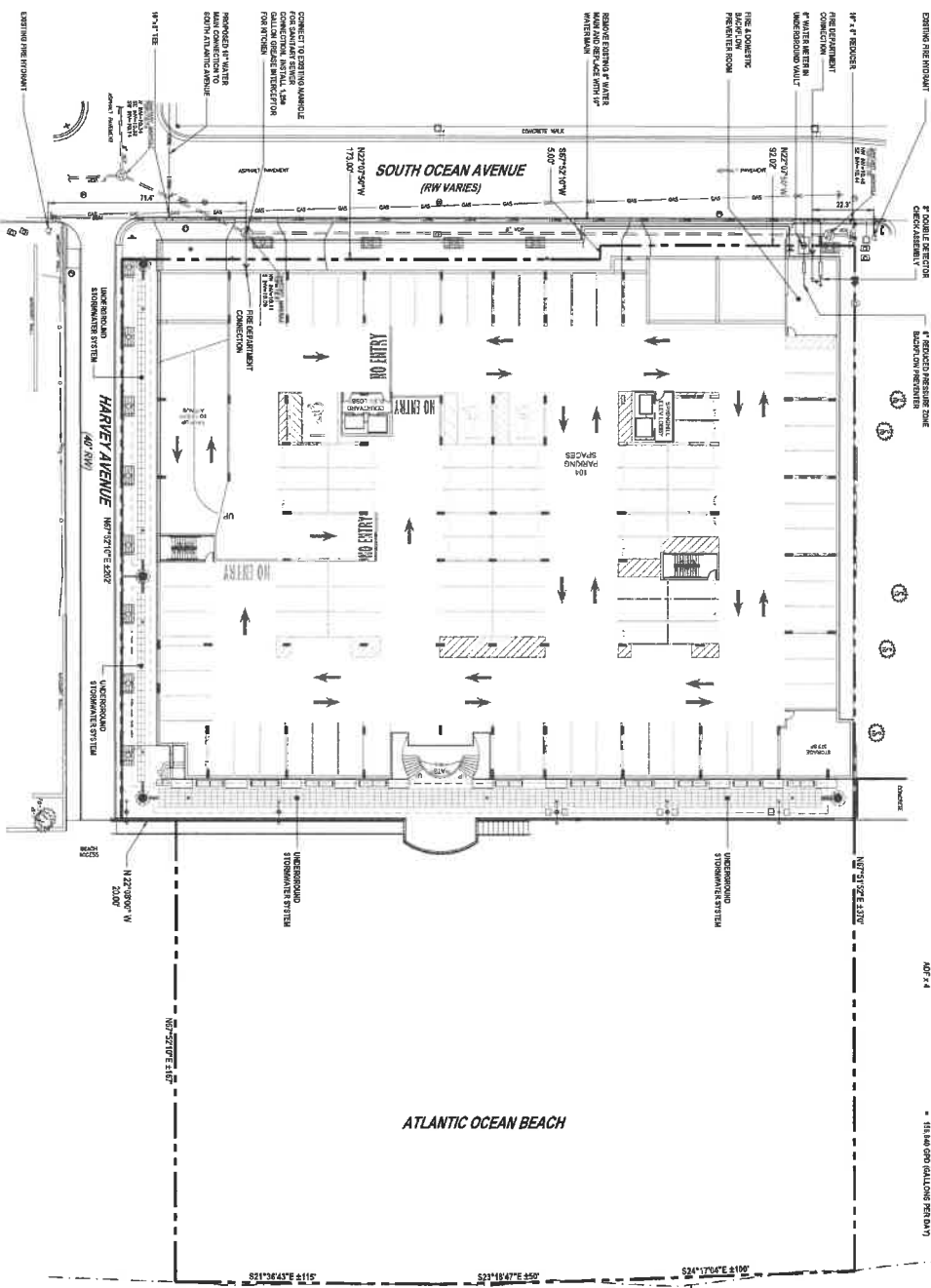
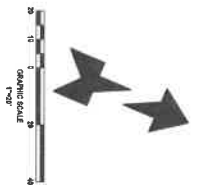
PROJECT NO. 2018-042
DATE: JULY 2018
DESIGN BY: HEN
DRAWN BY: DMB
CHECKED BY: HEN

SCALE: 1" = 3'
DRAWING NUMBER: 3

PD PARKING FLOOR PLANS AND BUILDING ELEVATION
BREAKERS PARK HOTEL
41 SOUTH OCEAN AVENUE
DAYTONA BEACH, FL 32118



1200 North US1, Suite 3
Ormond Beach, Florida 32174
Phone: (386) 872-7724
www.NewKirkEngineering.com
C.A. # 92209
L.C. # 20000034
© 2013
Civil Engineer Reg. CE 6
Transportation CE 6
Landscape Architecture



- FIRE DEPARTMENT REQUIREMENTS:**
1. THE REQUIREMENT FOR ADDITIONAL FIRE FIGHTING EQUIPMENT SHALL BE AS REQUIRED BY THE LOCAL FIRE DEPARTMENT.
 2. THE REQUIREMENT FOR ADDITIONAL FIRE FIGHTING EQUIPMENT SHALL BE AS REQUIRED BY THE LOCAL FIRE DEPARTMENT.
 3. THE REQUIREMENT FOR ADDITIONAL FIRE FIGHTING EQUIPMENT SHALL BE AS REQUIRED BY THE LOCAL FIRE DEPARTMENT.
 4. THE REQUIREMENT FOR ADDITIONAL FIRE FIGHTING EQUIPMENT SHALL BE AS REQUIRED BY THE LOCAL FIRE DEPARTMENT.
 5. THE REQUIREMENT FOR ADDITIONAL FIRE FIGHTING EQUIPMENT SHALL BE AS REQUIRED BY THE LOCAL FIRE DEPARTMENT.

- UTILITY FLOW RATES:**
- 0.5 GAL / MIN (100 GPM) - 200 ROOMS + 1.3
 - 1.0 GAL / MIN (200 GPM) - 400 ROOMS + 2.6
 - 1.5 GAL / MIN (300 GPM) - 600 ROOMS + 3.9
 - 2.0 GAL / MIN (400 GPM) - 800 ROOMS + 5.2
 - 2.5 GAL / MIN (500 GPM) - 1000 ROOMS + 6.5
 - 3.0 GAL / MIN (600 GPM) - 1200 ROOMS + 7.8
 - 3.5 GAL / MIN (700 GPM) - 1400 ROOMS + 9.1
 - 4.0 GAL / MIN (800 GPM) - 1600 ROOMS + 10.4
 - 4.5 GAL / MIN (900 GPM) - 1800 ROOMS + 11.7
 - 5.0 GAL / MIN (1000 GPM) - 2000 ROOMS + 13.0

DATE	DESCRIPTION
08/15/2018	ISSUED FOR PERMITS
08/15/2018	ISSUED FOR PERMITS
08/15/2018	ISSUED FOR PERMITS
08/15/2018	ISSUED FOR PERMITS
08/15/2018	ISSUED FOR PERMITS

AVISTA

NEWKIRK ENGINEERING INC.

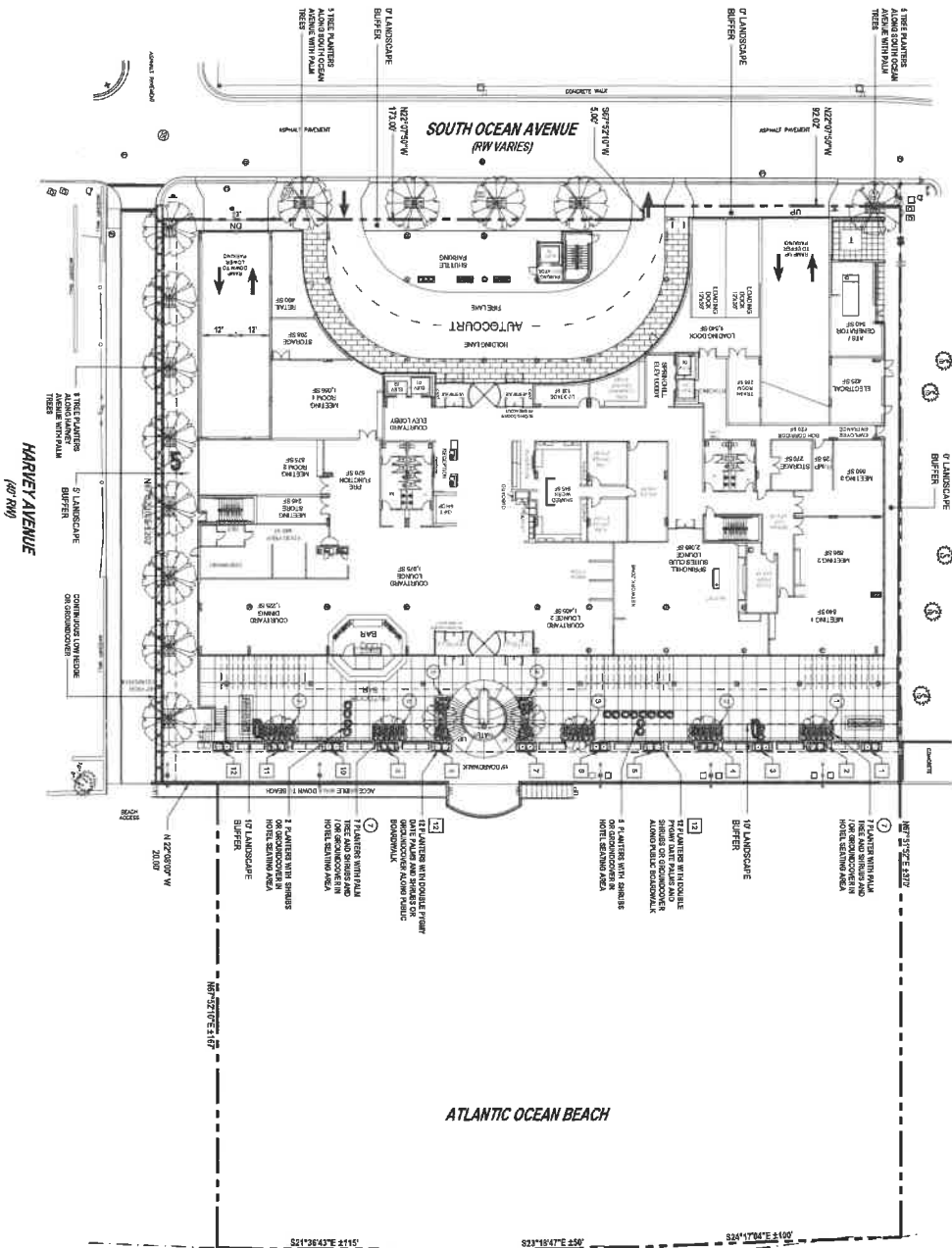
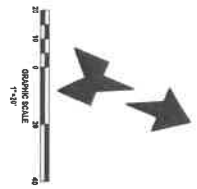
PD UTILITY PLAN

BREAKERS PARK HOTEL

41 SOUTH OCEAN AVENUE
DAYTONA BEACH, FL 32118

REVISIONS

DATE	DESCRIPTION
08/15/2018	ISSUED FOR PERMITS
08/15/2018	ISSUED FOR PERMITS
08/15/2018	ISSUED FOR PERMITS
08/15/2018	ISSUED FOR PERMITS
08/15/2018	ISSUED FOR PERMITS



ATLANTIC OCEAN BEACH

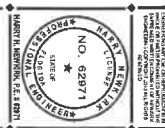
CITY APPROVAL STAMP
REV 201804

DATE	DESCRIPTION

1220 North US 1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 322-7734
www.newkirk-engineering.com
C.A. # 30269
L.C. # 3508864
© 2013
Civil Engineering,
Transportation, C&A
Landscape Architecture



**PD LANDSCAPE PLAN
BREAKERS PARK HOTEL**
41 SOUTH OCEAN AVENUE
DAYTONA BEACH, FL 32118



PROJECT NO. 2013-152
DATE: JULY 2013
DESIGN BY: HNS
DRAWN BY: DMB
CHECKED BY: HNS
SCALE: 1" = 20'
DRAWING NUMBER:

5

EXHIBIT "C"

DRAFT

COURTYARD/SPRINGHILL SUITES AT DAYTONA BEACH

SCHEMATIC DESIGN - 8th AUGUST 2018



Courtyard & Springhill Suites At Daytona Beach
35 SOUTH OCEAN AVENUE
DAYTONA BEACH, FLORIDA

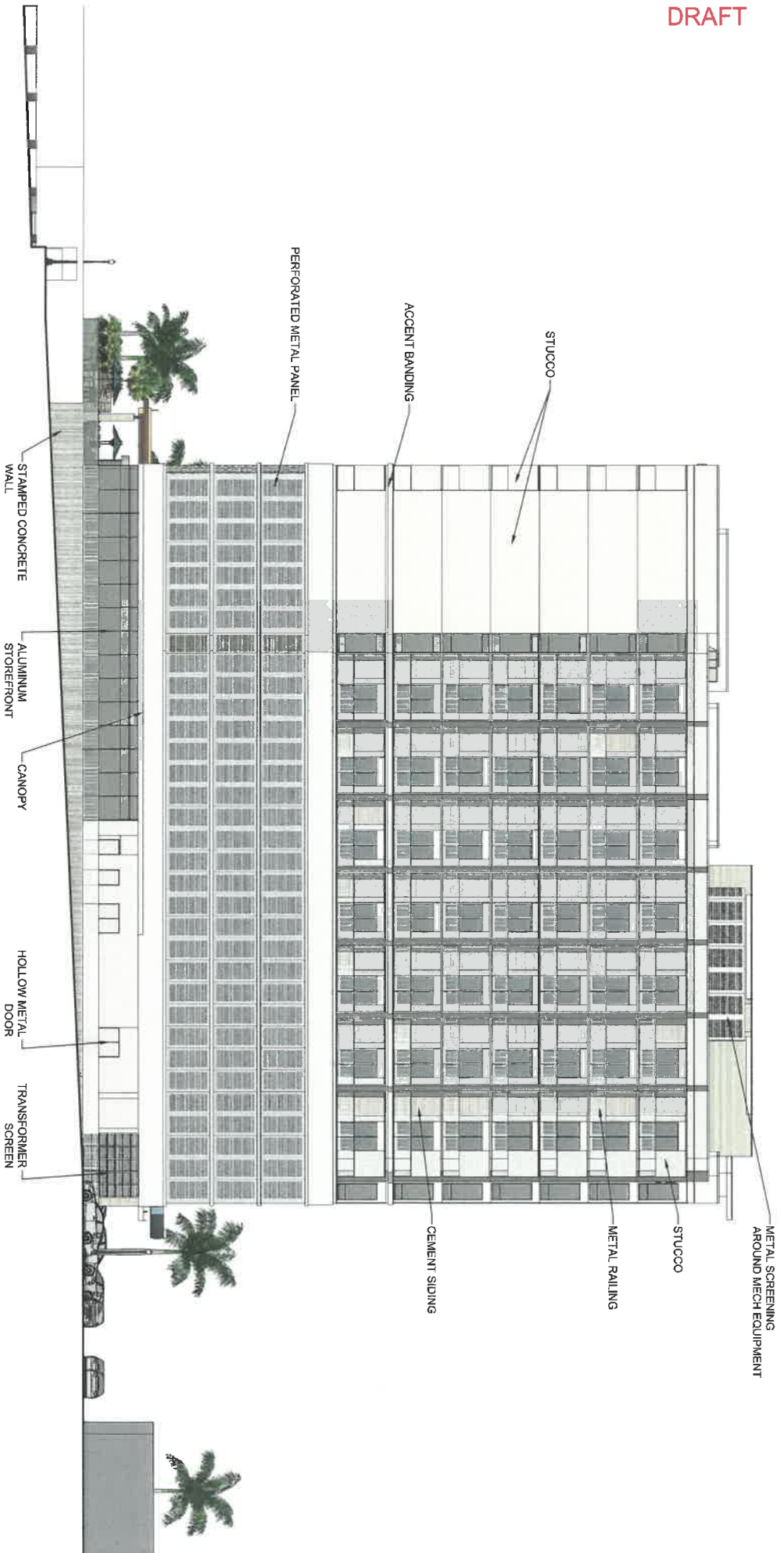
AVISTA
HOTELS & RESORTS

NORR
ARCHITECTS CONSULTING PARTNERS

© NORR 2018

COVER
SCHEMATIC DESIGN
August 8, 2018

DRAFT



Courtyard & Springhill Suites At Daytona Beach
 35 SOUTH OCEAN AVENUE
 DAYTONA BEACH, FLORIDA

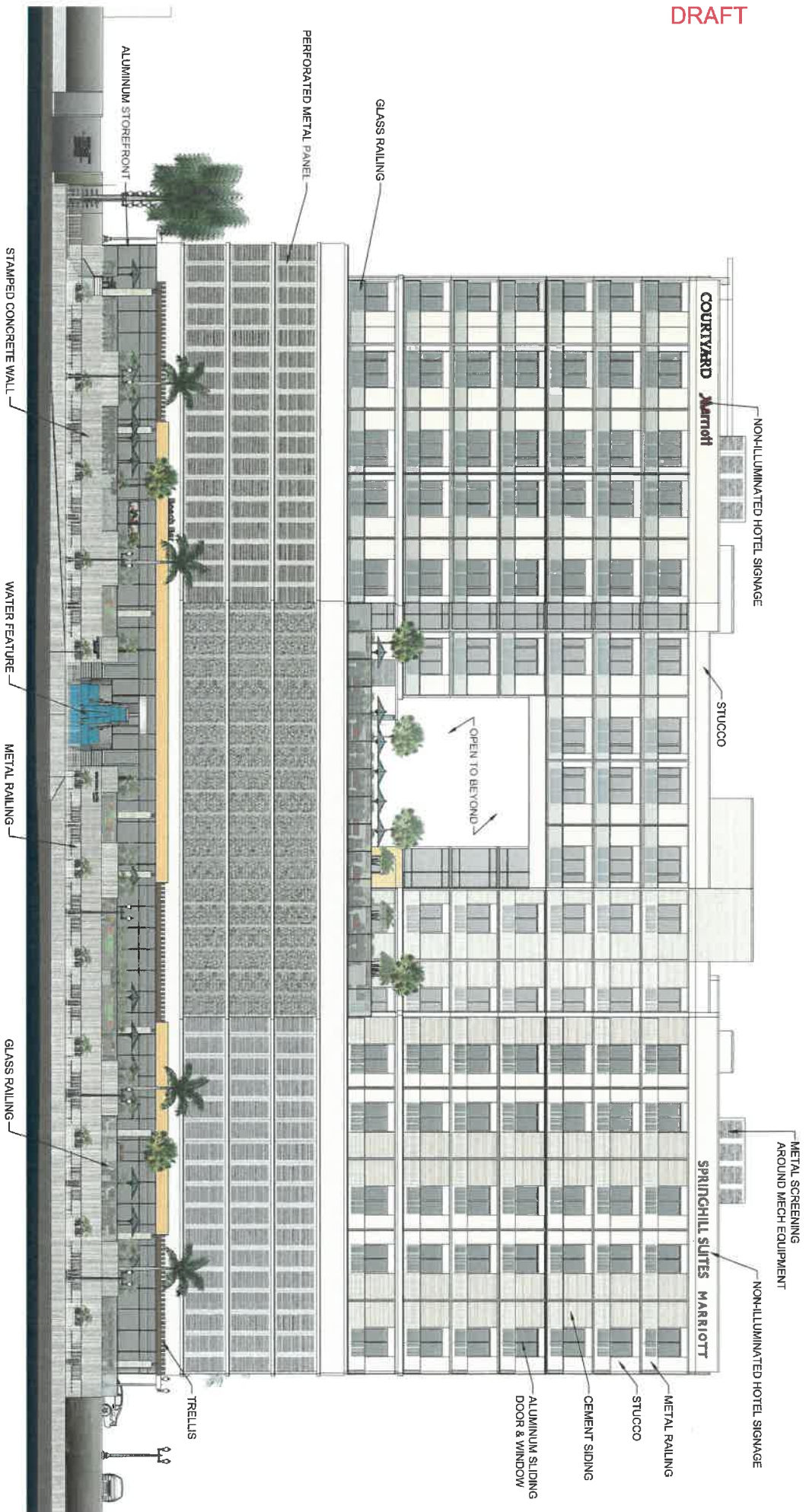
AVISTA
 HOTELS & RESORTS

NORR
 ARCHITECTS & ENGINEERS PLANNERS

© NORR 2018

NORTH ELEVATION
 SCHEMATIC DESIGN
 August 8, 2018

SCALE: 1" = 20'



Courtyard & Springhill Suites At Daytona Beach
 35 SOUTH OCEAN AVENUE
 DAYTONA BEACH, FLORIDA

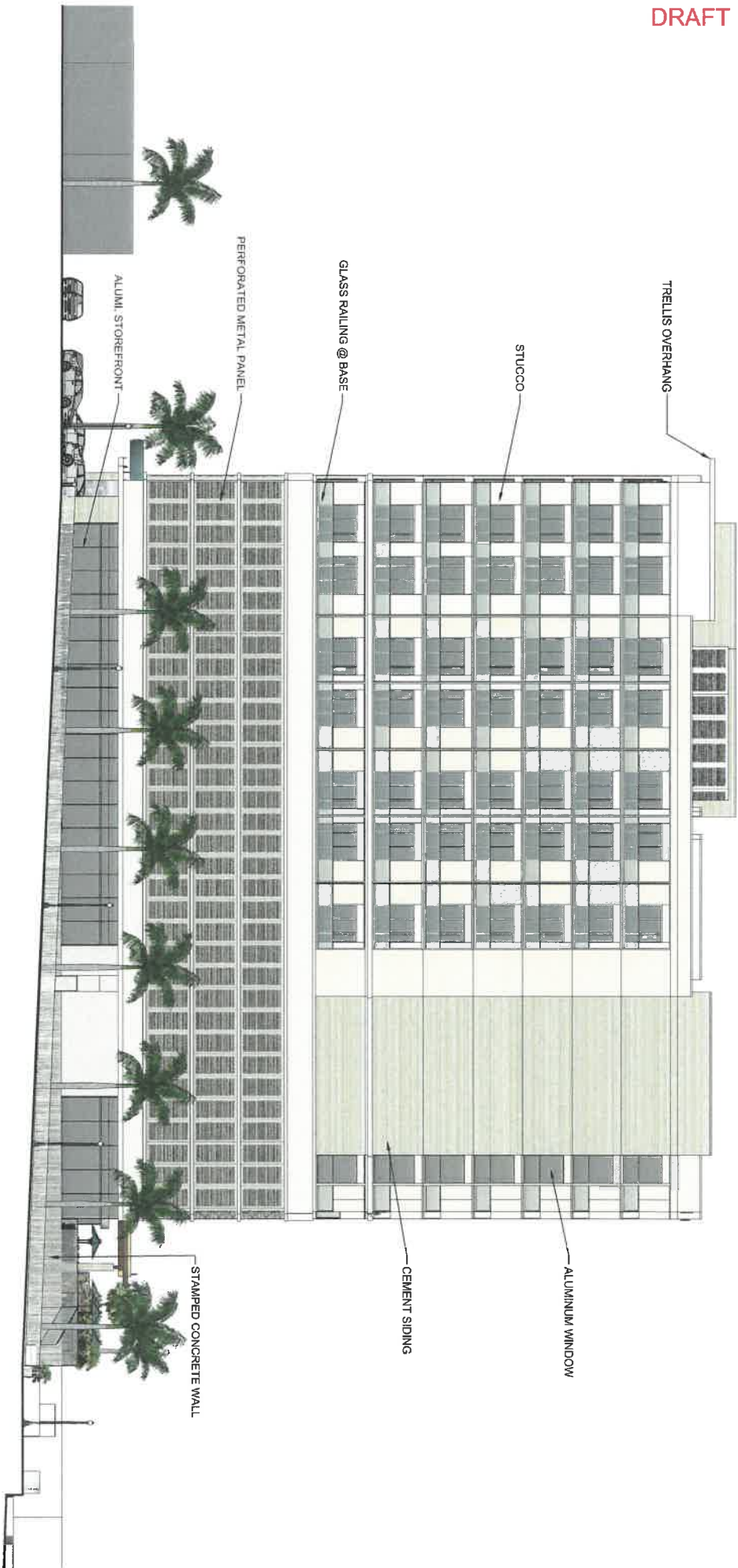
AVISTA
 HOTELS & RESORTS

NORR
 ARCHITECTS ENGINEERS PLANNERS

© NORR 2018

EAST ELEVATION
 SCHEMATIC DESIGN
 August 8, 2018

SCALE: 1"=20'



Courtyard & Springhill Suites At Daytona Beach
35 SOUTH OCEAN AVENUE
DAYTONA BEACH, FLORIDA

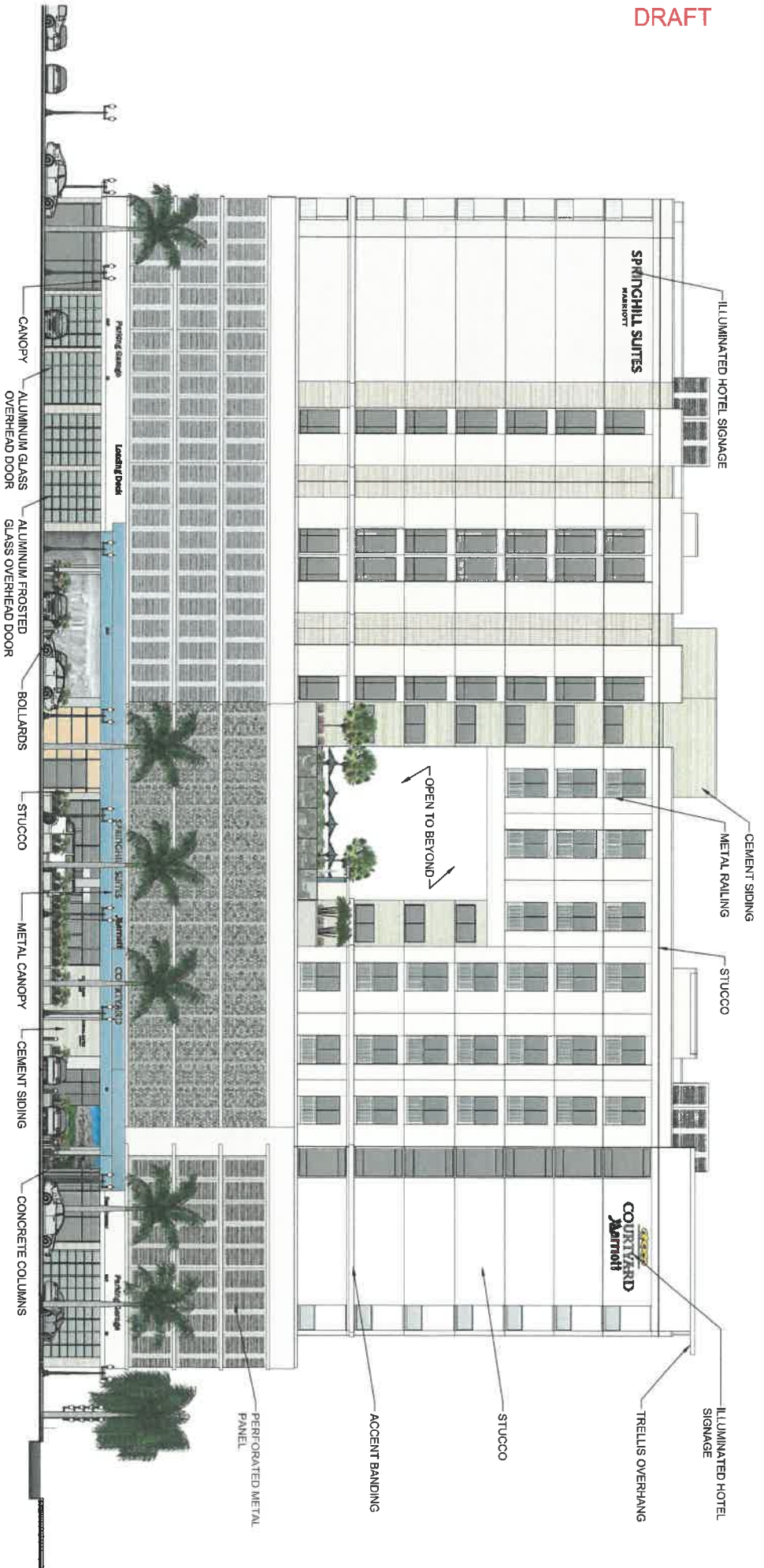
AVISTA
HOTELS & RESORTS

NORR
ARCHITECTS ENGINEERS PLANNERS

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SOUTH ELEVATION
SCHEMATIC DESIGN
August 8, 2018

SCALE: 1/4"=20'



Courtyard & Springhill Suites At Daytona Beach
 35 SOUTH OCEAN AVENUE
 DAYTONA BEACH, FLORIDA

AVISTA
 HOTELS & RESORTS

NORR
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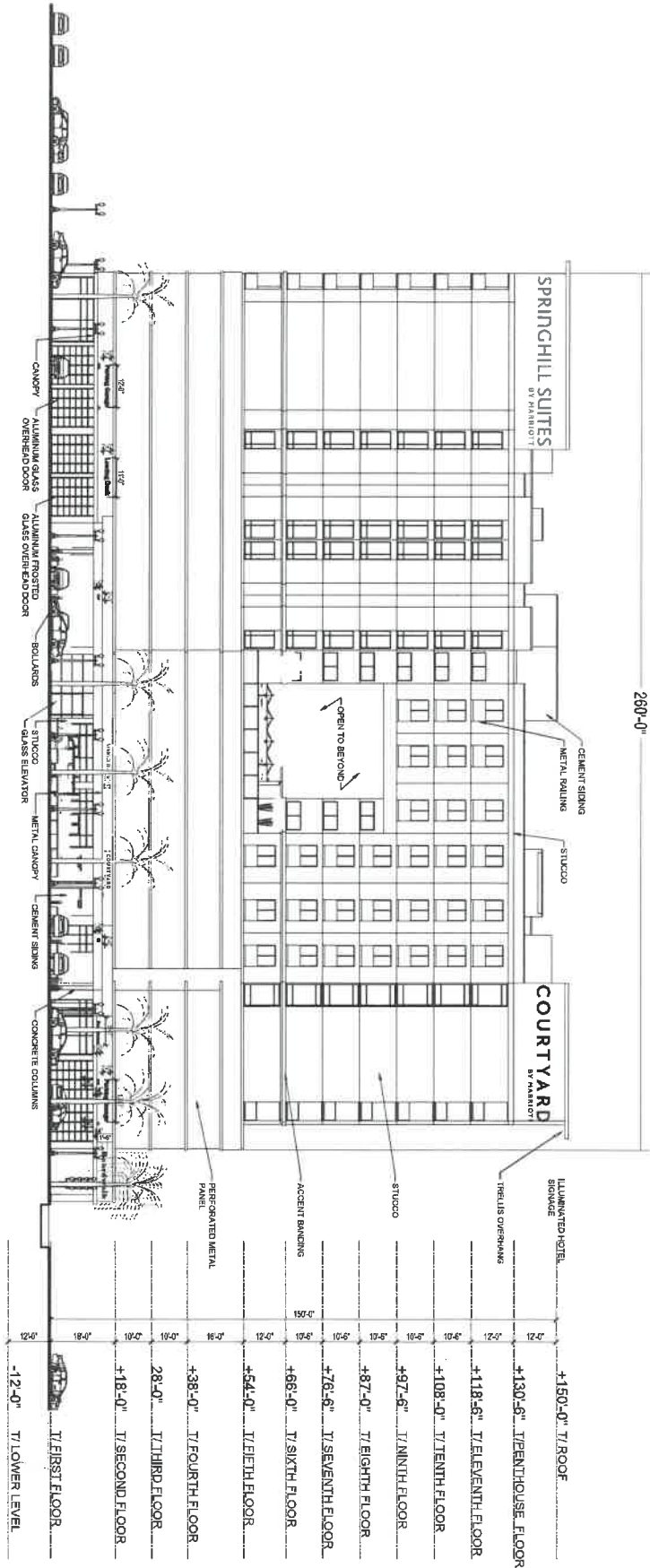
WEST ELEVATION
 SCHEMATIC DESIGN
 August 8, 2018

SCALE: 1/4"=20'

EXHIBIT "D"

EXHIBIT "D"

EAST ELEVATION W/ PROPOSED SIGNAGE



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UL Underwriters Laboratories Inc. •

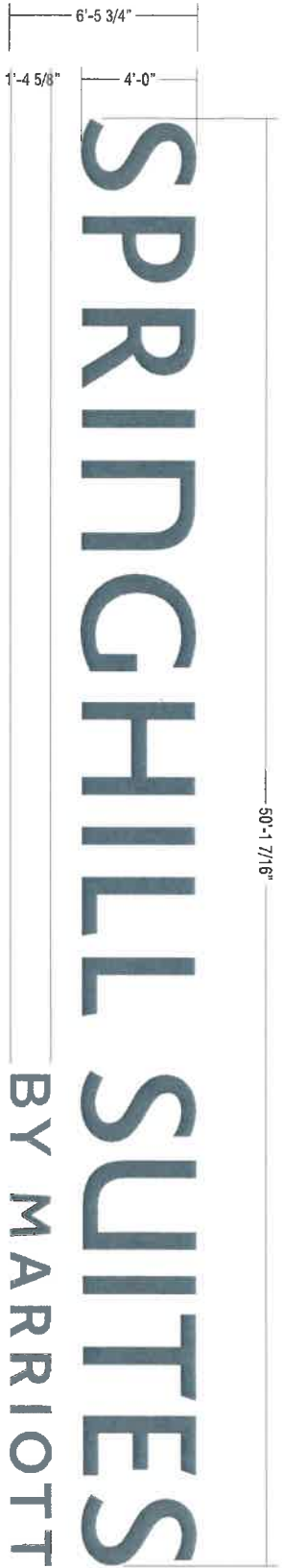
DATE _____ **FILE LOCATION:** H: MARKETING DESIGN / CDR / M / MARRIOTT / COURTYARD / DAYTONA BEACH, FL.cdr

CLIENT: COURTYARD
LOCATION: DAYTONA BEACH, FL
DRAWN BY: ZM

SCALE: 1/32" = 1'-0"
DATE: 10.02.18
DWG. NO.: DAYTONA BEACH, FL

REV.1	10.03.18 ZM
REV.2	10.15.18 ZM
REV.3	XXXX
REV.4	XXXX

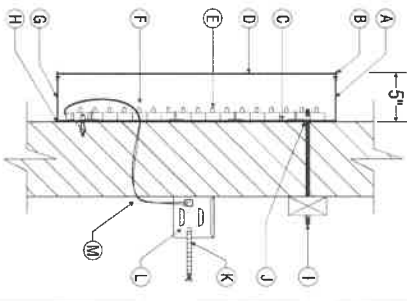
TWO (2) 48" REMOTE MOUNT CHANNEL LETTER SETS



Sign Area = 240 SF

L.E.D. CHANNEL LETTER MOUNTING DETAIL (EXTERIOR)

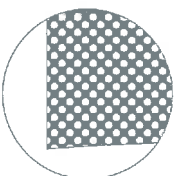
- A. .040" ALUMINUM 5" RETURNS
PRE-FINISHED BLACK
- B. 1" JEWELITE PRE-FINISHED BLACK
- C. .050" ALUMINUM BACKS
- D. 3/16" 2447 WHITE PCB FACES W/ 3M 3635-7994
BLUE DUAL COLOR VINYL
- E. WHITE GE TETRA MAX 7100K LEDS
- F. POWER CABLE LOW VOLTAGE SHIELDED
W/ STRAIN RELIEF
STARTING FROM POWER SUPPLY
THEN LETTER TO LETTER (BEHIND FASCIA)
- G. 1/4" WEEP HOLES AS REQUIRED (FOR
EXTERIOR INSTALLATION ONLY)
- H. SILICONE BEAD AROUND THE INSIDE
OF RETURN AND BACK TO SEAL FROM
WATER LEAKAGE
- I. 1/4" LAGBOLTS OR 3/8" THREADED RODS
WITH 2" x 4" WOOD BLOCKING AS REQ'D
- J. 3/8" RIV NUTS
- K. 1/2" SEALTITE CONDUIT RUNNING TO
SECONDARY CONNECTION
* NOTE: GENERAL CONTRACTOR TO HAVE
PRIMARY CONNECTION HOOKED UP
- L. STANDARD POWER SUPPLY HOUSED
IN A WEATHERPROOF SHEET METAL BOX



TYPICAL WALL SECTION:
NOT TO SCALE

COLOR

3M DUAL COLOR VINYL TO MATCH
PANTONE® 7545 C
(COPY)



Detail

CUSTOMER APPROVAL X



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DATE

FILE LOCATION:

H: MARKETING DESIGN / CDR / M / MARRIOTT / COURTYARD / DAYTONA BEACH, FL.cdr

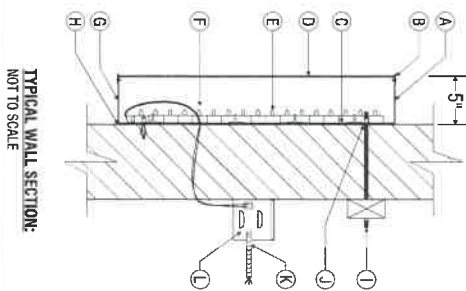
CLIENT:	COURTYARD	SCALE:	1/4" = 1'-0"
LOCATION:	DAYTONA BEACH, FL	DATE:	10.02.18
DRAWN BY:	ZJM	DWG. NO.:	DAYTONA BEACH, FL

REV1	10.03.18 ZM
REV2	10.16.18 ZM
REV3	XXXX
REV4	XXXX



L.E.D. CHANNEL LETTER MOUNTING DETAIL (EXTERIOR)

- A. .050" x 5" PAINTED TO MATCH PMS 426 C GRAY, SATIN FINISH
- B. 1" JEWELITE PAINTED TO MATCH PMS 426 C GRAY, SATIN FINISH
- C. .050" ALUMINUM BACKS
- D. 3/16" #2447 WHITE POLYCARBONATE FACES W/ PERFORATED VINYL TO MATCH PMS 426 C GRAY, SATIN FINISH
- E. WHITE GE TETRA MAX 7100K LEDS
- F. POWER CABLE LOW VOLTAGE SHIELDED W/ STRAIN RELIEF
- G. 1/4" WEEP HOLES AS REQUIRED (FOR EXTERIOR INSTALLATION ONLY)
- H. SILICONE BEAD AROUND THE INSIDE OF RETURN AND BACK TO SEAL FROM WATER LEAKAGE
- I. 1/4" LAGBOLTS OR 3/8" THREADED RODS WITH 2" x 4" WOOD BLOCKING AS REQD
- J. 3/8" RIV NUTS
- K. 1/2" SEALITE CONDUIT RUNNING TO SECONDARY CONNECTION
* NOTE: GENERAL CONTRACTOR TO HAVE PRIMARY CONNECTION HOOKED UP
- L. STANDARD POWER SUPPLY HOUSED IN A WEATHERPROOF SHEET METAL BOX



Sign Area = 190 SF

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DATE _____ **FILE LOCATION:** **H: MARKETING DESIGN / CDR / M / MARRIOTT / COURTYARD / DAYTONA BEACH, FL.cdr**

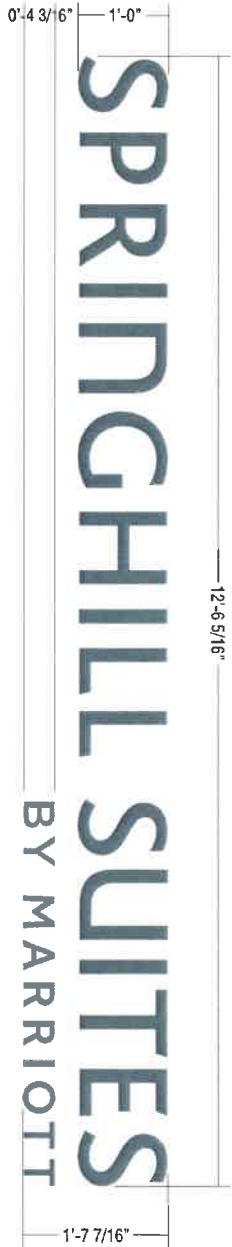
CLIENT: COURTYARD **SCALE:** 1/4" = 1'-0"

LOCATION: DAYTONA BEACH, FL **DATE:** 10.02.18

DRAWN BY: ZM **DWG. NO.:** DAYTONA BEACH, FL

REV1 10.03.18 ZM	
REV2 10.15.18 ZM	
REV3 xxx	
REV4 xxx	

12" REMOTE MOUNT CHANNEL LETTERS

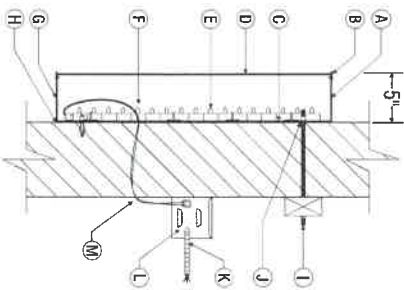


Sign Area = 16 SF

L.E.D. CHANNEL LETTER MOUNTING DETAIL (EXTERIOR)

- A. .040" ALUMINUM 5" RETURNS PRE-FINISHED BLACK
- B. 1" JEWELITE PRE-FINISHED BLACK
- C. .050" ALUMINUM BACKS
- D. 3/16" 2447 WHITE PCB FACES W/ 3M 3635-7994 BLUE DUAL COLOR VINYL
- E. WHITE GE TETRA MAX 7100K LEDS
- F. POWER CABLE LOW VOLTAGE SHIELDED W/ STRAIN RELIEF STARTING FROM POWER SUPPLY THEN LETTER TO LETTER (BEHIND FASCIA)
- G. 1/4" WEEP HOLES AS REQUIRED (FOR EXTERIOR INSTALLATION ONLY)

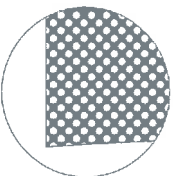
- H. SILICONE BEAD AROUND THE INSIDE OF RETURN AND BACK TO SEAL FROM WATER LEAKAGE
- I. 1/4" LAGBOLTS OR 3/8" THREADED RODS WITH 2" x 4" WOOD BLOCKING AS REQD
- J. 3/8" RIV NUTS
- K. 1/2" SEALTITE CONDUIT RUNNING TO SECONDARY CONNECTION
* NOTE: GENERAL CONTRACTOR TO HAVE PRIMARY CONNECTION HOOKED UP
- L. STANDARD POWER SUPPLY HOUSED IN A WEATHERPROOF SHEET METAL BOX



TYPICAL WALL SECTION:
NOT TO SCALE

COLOR

3M DUAL COLOR VINYL TO MATCH
PANTONE® 7545 C
(CPM)



Detail

CUSTOMER APPROVAL **X**



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DATE

FILE LOCATION:

H. MARKETING DESIGN / CDR / M / MARRIOTT / COURTYARD / DAYTONA BEACH, FL.cdr

CLIENT: COURTYARD
LOCATION: DAYTONA BEACH, FL
DRAWN BY: ZM

SCALE: 3/4" = 1'-0"
DATE: 10.02.18
DWG NO.: DAYTONA BEACH, FL

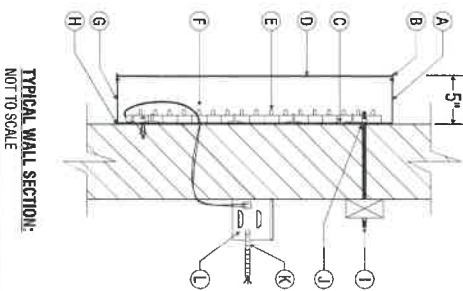
REV1	10.03.18 ZM
REV2	10.15.18 ZM
REV3	XXXX
REV4	XXXX

12" REMOTE MOUNT CHANNEL LETTERS



L.E.D. CHANNEL LETTER MOUNTING DETAIL (EXTERIOR)

- A. .050" x 5" PAINTED TO MATCH
PMS 426 C GRAY, SATIN FINISH
- B. 1" JEWELITE PAINTED TO MATCH
PMS 426 C GRAY, SATIN FINISH
- C. .050" ALUMINUM BACKS
- D. 3/16" #2447 WHITE POLYCARBONATE FACES
W/ PERFORATED VINYL TO MATCH
PMS 426 C GRAY, SATIN FINISH
- E. WHITE GE TETRA MAX 7100K LEDS
- F. POWER CABLE LOW VOLTAGE SHIELDED
W/ STRAIN RELIEF
STARTING FROM POWER SUPPLY
THEN LETTER TO LETTER (BEHIND FASCIA)
- G. 1/4" WEEP HOLES AS REQUIRED (FOR
EXTERIOR INSTALLATION ONLY)
- H. SILICONE BEAD AROUND THE INSIDE
OF RETURN AND BACK TO SEAL FROM
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WITH 2" x 4" WOOD BLOCKING AS REQD
- J. 3/8" RIV NUTS
- K. 1/2" SEALTITE CONDUIT RUNNING TO
SECONDARY CONNECTION
* NOTE: GENERAL CONTRACTOR TO HAVE
PRIMARY CONNECTION HOOKED UP
- L. STANDARD POWER SUPPLY HOUSED
IN A WEATHERPROOF SHEET METAL BOX



Sign Area = 14 SF

CUSTOMER APPROVAL X



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DATE

FILE LOCATION:

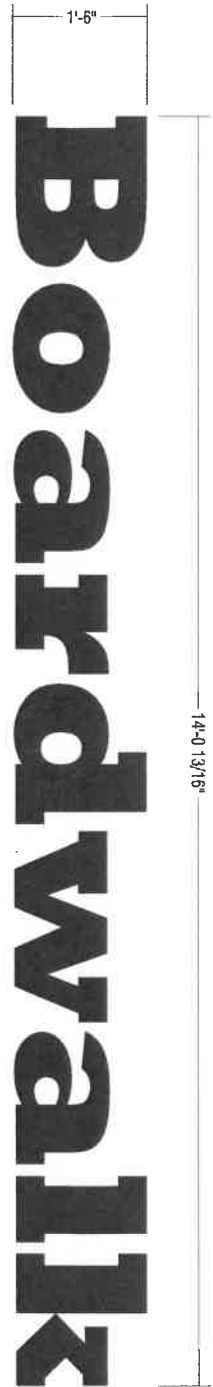
H: MARKETING DESIGN / CDR / M / MARRIOTT / COURTYARD / DAYTONA BEACH, FL.cdr

CLIENT: COURTYARD
LOCATION: DAYTONA BEACH, FL
DRAWN BY: ZM

SCALE: 3/4" = 1'-0"
DATE: 10.02.18
DWG. NO.: DAYTONA BEACH, FL

REV 1 | 10.03.18 ZM
REV 2 | 10.15.18 ZM
REV 3 | XXXX
REV 4 | XXXX

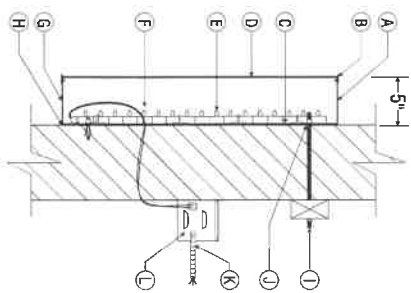
18" REMOTE MOUNT CHANNEL LETTERS



14-013/16"

L.E.D. CHANNEL LETTER MOUNTING DETAIL (EXTERIOR)

- A. .050" x 5" PAINTED BLACK
- B. 1" JEWELITE PAINTED BLACK
- C. .050" ALUMINUM BACKS
- D. 3/16" #2447 WHITE POLYCARBONATE FACES W/ BLACK PERFORATED VINYL
- E. WHITE GE TETRA MAX 7100K LEDS
- F. POWER CABLE LOW VOLTAGE SHIELDED W/ STRAIN RELIEF STARTING FROM POWER SUPPLY THEN LETTER TO LETTER (BEHIND FASCIA)
- G. 1/4" WEEP HOLES AS REQUIRED (FOR EXTERIOR INSTALLATION ONLY)
- H. SILICONE BEAD AROUND THE INSIDE OF RETURN AND BACK TO SEAL FROM WATER LEAKAGE
- I. 1/4" LAGBOLTS OR 3/8" THREADED RODS WITH 2" x 4" WOOD BLOCKING AS REQD
- J. 3/8" RIV NUTS
- K. 1/2" SEALTITE CONDUIT RUNNING TO SECONDARY CONNECTION
* NOTE: GENERAL CONTRACTOR TO HAVE PRIMARY CONNECTION HOOKED UP
- L. STANDARD POWER SUPPLY HOUSED IN A WEATHERPROOF SHEET METAL BOX



TYPICAL WALL SECTION:
NOT TO SCALE

Sign Area = 22 SF

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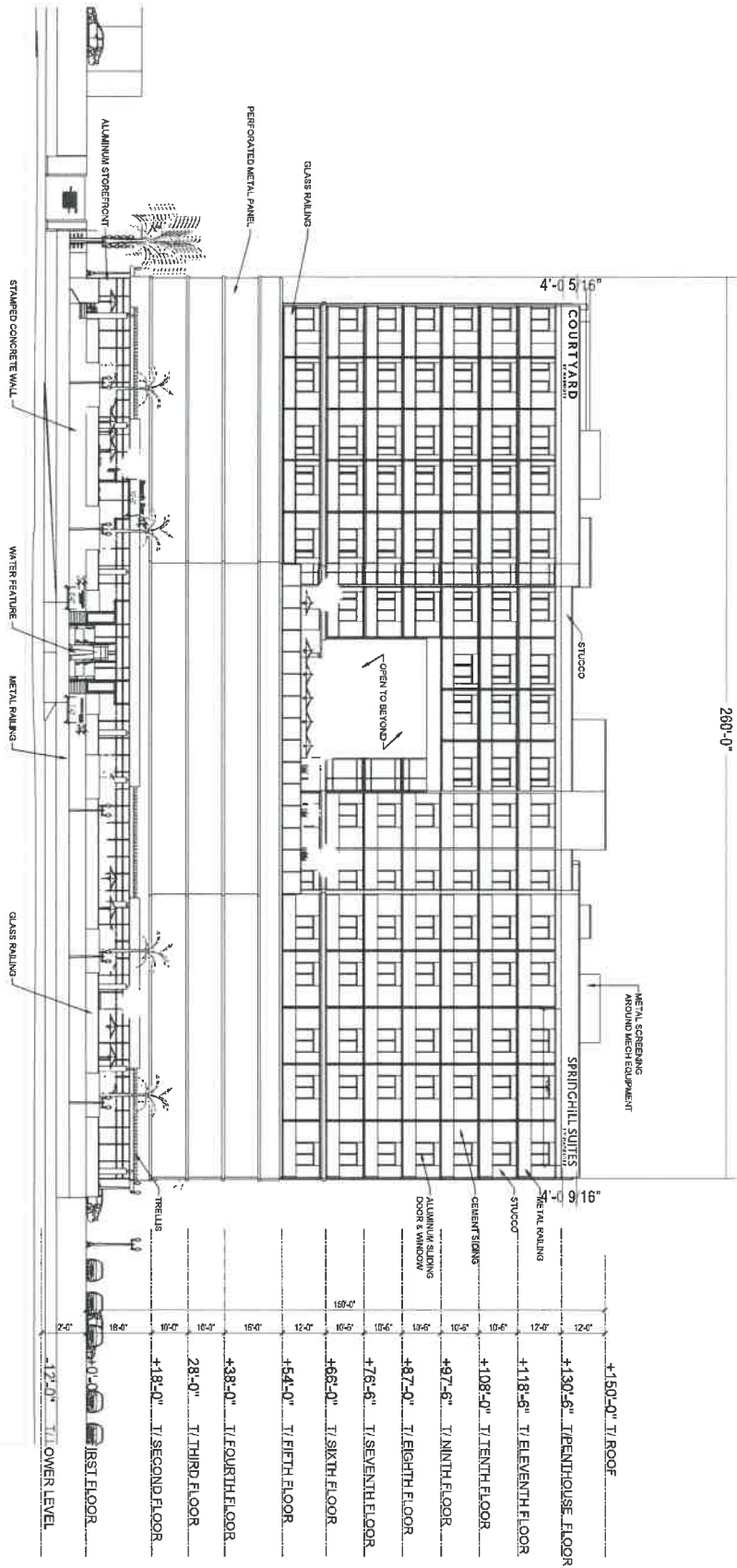
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UL1879

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DATE	FILE LOCATION:	CLIENT:	SCALE:
	H: MARKETING DESIGN / CDR / M / MARRIOTT / COURTYARD / DAYTONA BEACH, FL.cdr	COURTYARD	3/4" = 1'-0"
		LOCATION: DAYTONA BEACH, FL	DATE: 10.02.18
		DRAWN BY: ZM	DWG. NO.: DAYTONA BEACH, FL

REV1	10.03.18 ZM
REV2	10.15.18 ZM
REV3	XXXX
REV4	XXXX

WEST ELEVATION W/ PROPOSED SIGNAGE



CUSTOMER APPROVAL **X**

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Laboratories Inc. •
13118

DATE

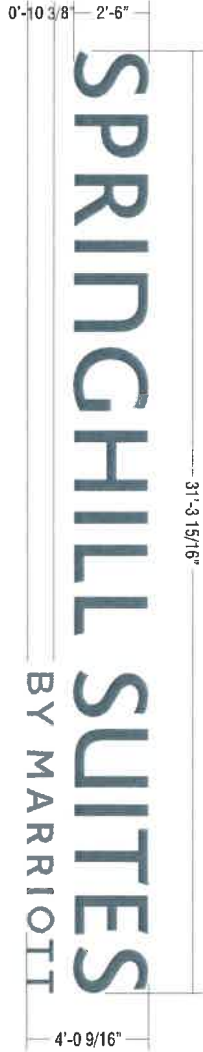
FILE LOCATION: H: MARKETING DESIGN / CDR / M / MARRIOTT / COURTYARD / DAYTONA BEACH, FL.cdr

CLIENT: COURTYARD
LOCATION: DAYTONA BEACH, FL
DRAWN BY: ZM

SCALE: 1/32" = 1'-0"
DATE: 10.02.18
DWG. NO.: DAYTONA BEACH, FL

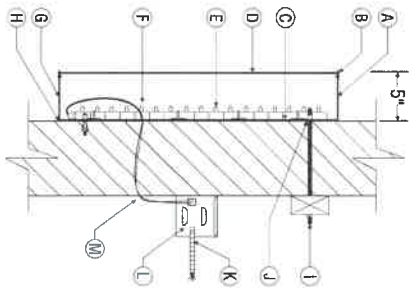
REVISED BY: ZM
DATE: 10.03.18 ZM
DATE: 10.15.18 ZM
DATE: XXXX
DATE: XXXX

30" REMOTE MOUNT CHANNEL LETTER SET



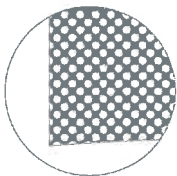
L.E.D. CHANNEL LETTER MOUNTING DETAIL (EXTERIOR)

- A. .040" ALUMINUM 5" RETURNS
PRE-FINISHED BLACK
- B. 1" JEWELITE PRE-FINISHED BLACK
- C. .050" ALUMINUM BACKS
- D. 3/16" 2447 WHITE PCB FACES W/ 3M 3635-7994
BLUE DUAL COLOR VINYL
- E. WHITE GE TETRA MAX 7100K LEDS
- F. POWER CABLE LOW VOLTAGE SHIELDED
W/ STRAIN RELIEF
STARTING FROM POWER SUPPLY
THEN LETTER TO LETTER (BEHIND FASCIA)
- G. 1/4" WEEP HOLES AS REQUIRED (FOR
EXTERIOR INSTALLATION ONLY)
- H. SILICONE BEAD AROUND THE INSIDE
OF RETURN AND BACK TO SEAL FROM
WATER LEAKAGE
- I. 1/4" LAGBOLTS OR 3/8" THREADED RODS
WITH 2" x 4" WOOD BLOCKING AS REID
- J. 3/8" RIV NUTS
- K. 1/2" SEALTITE CONDUIT RUNNING TO
SECONDARY CONNECTION
* NOTE: GENERAL CONTRACTOR TO HAVE
PRIMARY CONNECTION HOOKED UP
- L. STANDARD POWER SUPPLY HOUSED
IN A WEATHERPROOF SHEET METAL BOX



COLOR

3M DUAL COLOR VINYL TO MATCH
PANTONE® 7545 C
(COPY)



Detail

Sign Area = 95 SF

CUSTOMER APPROVAL **X**

DATE

FILE LOCATION:

H: MARKETING DESIGN / CDR / M / MARRIOTT / COURTYARD / DAYTONA BEACH, FL.cdr



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DESIGNER AND THE ORIGINAL DRAWING
MUST BE SUBMITTED TO THE ORIGINAL
DESIGNER FOR APPROVAL. ANY REVISIONS
MUST BE SUBMITTED TO THE ORIGINAL
DESIGNER FOR APPROVAL.

CLIENT: COURTYARD
LOCATION: DAYTONA BEACH, FL
DRAWN BY: ZJM

SCALE: 1/4" = 1'-0"
DATE: 10.02.18
DWG. NO.: DAYTONA BEACH, FL

REV1	10.03.18 ZJM
REV2	10.15.18 ZJM
REV3	xxxx
REV4	xxxx

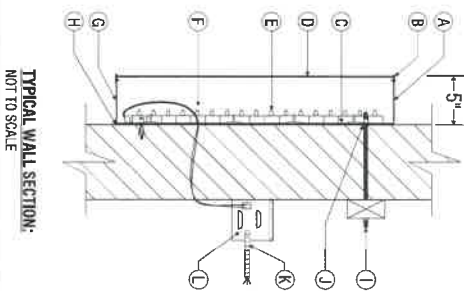
30" REMOTE MOUNT CHANNEL LETTER SET



L.E.D. CHANNEL LETTER MOUNTING DETAIL (EXTERIOR)

- A. .050" x 5" PAINTED TO MATCH PMS 426 C GRAY, SATIN FINISH
- B. 1" JEWELITE PAINTED TO MATCH PMS 426 C GRAY, SATIN FINISH
- C. .050" ALUMINUM BACKS
- D. 3/16" #2447 WHITE POLYCARBONATE FACES W/ PERFORATED VINYL TO MATCH PMS 426 C GRAY, SATIN FINISH
- E. WHITE GE TETRA MAX 7100K LEDS
- F. POWER CABLE LOW VOLTAGE SHIELDED W/ STRAIN RELIEF
- G. 1/4" WEEP HOLES AS REQUIRED (FOR EXTERIOR INSTALLATION ONLY)

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- J. 3/8" RIV NUTS
- K. 1/2" SEALTITE CONDUIT RUNNING TO SECONDARY CONNECTION
- * NOTE: GENERAL CONTRACTOR TO HAVE PRIMARY CONNECTION HOOKED UP
- L. STANDARD POWER SUPPLY HOUSED IN A WEATHERPROOF SHEET METAL BOX



Sign Area = 80 SF

<p>ENTERA Your best branding solution www.entrabranding.com</p>		<p>CUSTOMER APPROVAL X</p>	
<p>UL Laboratories Inc. • 11111</p>		<p>DATE</p>	
<p><small>THIS IS AN ORIGINAL. ANY OTHER REPRODUCTION OF THIS DOCUMENT IS STRICTLY PROHIBITED. ANY REPRODUCTION OF THIS DOCUMENT FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF ENTERA IS STRICTLY PROHIBITED. ANY REPRODUCTION OF THIS DOCUMENT FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF ENTERA IS STRICTLY PROHIBITED.</small></p>		<p>FILE LOCATION: H: MARKETING DESIGN / CDR / M / MARRIOTT / COURTYARD / DAYTONA BEACH, FL.cdr</p>	
<p>CLIENT: COURTYARD</p>	<p>LOCATION: DAYTONA BEACH, FL</p>	<p>SCALE: 1/4" = 1'-0"</p>	<p>DATE: 10.02.18</p>
<p>DRAWN BY: ZM</p>	<p>DWG. NO.: DAYTONA BEACH, FL</p>	<p>REV1: 10.03.18 ZM</p>	<p>REV2: 10.15.18 ZM</p>
		<p>REV3: xxxxx</p>	<p>REV4: xxxxx</p>