

2020-250

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

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 City of Daytona Beach Records Clerk  
 P.O. Box 2451  
 Daytona Beach, FL 32115-2451

## **SUNGLOW MINI-STORAGE COMPLEX PLANNED DISTRICT AGREEMENT**

The CITY OF DAYTONA BEACH, FLORIDA, a Florida municipal corporation located in Volusia County, Florida ("City"), and Sun Glow Construction Inc., a Florida corporation, 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 13.45 acres of real property ("Property") and is described in Exhibit "A", attached hereto and by reference made a part hereof.

B. The Property is under the sole ownership of Owner.

C. The Property includes 9.88 acres that were formerly described as "Lot AAA" in that certain Amended and Restated Halifax Habitat Village Residential Planned Unit Development Agreement ("Halifax Habitat Village RPUD"), approved by City Ord. No. 03-481 and recorded at Official Records Book 5223, Page 3978, Public Records of Volusia County, Florida. However, by virtue of the Second Amendment to the Halifax Habitat Village RPUD, approved by City Ord. No. \_\_\_\_ and recorded at Official Records Book 7901, Page 2896 Public Records of Volusia County, Florida, this 9.88 acre-parcel was removed from the ambit of the Halifax Habitat Village RPUD. Development of this 9.88 acres will be governed by the provisions of this Agreement.

D. The Property includes a portion of unopened County of Volusia right-of-way known as "Wesley Street", as dedicated by that certain right-of-way deed recorded at Official Records Book 1181, Page 655, Public Records of Volusia County, Florida.

(1) Except as provided below, development of the Property shall not commence unless and until said right-of-way is vacated, or Developer furnishes the City a "no objection" letter from the County. Building permits will not be issued until said right-of-way is vacated.

(2) If the County declines to issue a no objection letter or vacate the right-of-way as described in the paragraph above, Owner may proceed with site development only by amending the PD Plan to exclude the unopened segment of the County right-of-way referenced above from the project, in a manner acceptable to the City.

## 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-1:** Property legal description & survey – parcel ID numbers 520200000835 & [REDACTED] date certified December 19, 2019, prepared by Kuhar Surveying & Mapping, LLC,

**Exhibit A-2:** Property legal description & survey – parcel ID number 423313000030, date certified October 18, 2018, prepared by Efird Surveying Group, Inc.

**Exhibit B:** PD Plan prepared by Alann Engineering Group, Inc.

**Exhibit C:** Phasing Plan, prepared by Alann Engineering Group, Inc.

## 3. DEVELOPMENT PLAN.

A. Developer has designated the Property as "Sunglow Mini-Storage Complex".

B. The Property will be developed as a **Planned Development – General (PD-G)** pursuant to the City's Land Development Code (LDC). Development shall be controlled by the LDC and the terms and provisions of this Agreement. In the event of a conflict between this Agreement and the LDC or other ordinances, this Agreement shall control. If this Agreement fails to address a particular subject or requirement, the applicable requirements of the LDC or other City ordinance shall control.

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

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

- (1) Maximum building height: 35 feet ("ft.")
- (2) Maximum individual building size:
  - (a) Office building: 12,000 square ("sq.") ft.
  - (b) Self-storage unit: 800 sq. ft.
- (3) Maximum vehicle canopy area: 38,700 sq. ft.
- (4) Minimum perimeter building setbacks:
  - (a) Interior side: 20 ft.
  - (b) Street side: 20 ft.
  - (c) Front: 20 ft.
  - (d) Rear: 20 ft.

- (5) Minimum open space: 25%
- (6) Maximum impervious surface area: 75%
- (7) Maximum building coverage: 35%
- (8) Maximum floor-area ratio (FAR): 1.0
- (9) Slopes within any dry retention pond(s) shall be 4:1 without a fence. Slopes within wet detention pond(s) shall be 4:1 to 2 ft. below normal water elevation then 2:1 to pond bottom without a fence.
- (10) Dry retention pond(s) and wet detention pond(s) shall count toward open space requirements.

#### **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 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. Development permits will be required for development of the Property in the manner set forth in this Agreement and the LDC.

#### **5. PERMITTED USES.** The following uses shall be permitted within the Property, subject to compliance with the Use-Specific Standards set forth in Article 5 of the LDC:

Self-storage/mini-warehouse facility  
 Business services office  
 Contractor's office  
 Professional services office  
 Animal grooming facility  
 Veterinary clinic  
 Employment agency  
 Personal and household goods repair establishment  
 Travel agency

All accessory uses/structures generally permitted by the LDC in association with the permitted principal uses identified above.

#### **6. LANDSCAPING.**

Perimeter landscaping, including any required buffers, shall be provided consistent with the requirements of the LDC, unless otherwise modified herein. Developer shall not be required

to install a wall as part of any required perimeter landscape buffer for the development or as part of screening for outdoor storage (as an accessory use). Developer shall be permitted to utilize chain link fencing, in conjunction with required landscape materials, to achieve an opaque buffer as required by the LDC for the uses proposed. Perimeter landscape buffers for the development will be maintained at a minimum depth of 10', with the exception of the eastern property perimeter, which will have a minimum depth of 40' and will include preserved and planted materials, as shown on Exhibit B.

## **7. INFRASTRUCTURE.**

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

B. UTILITIES. Water and sewer service shall be provided by the City. All utilities shall be constructed underground. Developer will also provide easements and grants for the installation, maintenance and upkeep of 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 standard and consistent with this Agreement. On-site extensions for water, sewer, and reuse shall be provided as required.

## **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 pre-fabricated metal, shall be prohibited.



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

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

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

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

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

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

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

## **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 on the Property shall be developed in accordance with the LDC's Business District Sign Schedule.

## **12. PARKING.**

Parking for the development shall be consistent with Exhibit B. A minimum of 88 code-compliant parking spaces shall be developed for the proposed self-storage facility and offices. An additional 128 parallel parking spaces shall be provided within the drive-aisles of the self-storage facility.

## **13. EFFECTIVE DATE; COMPLETION SCHEDULE.**

A. This Agreement shall be effective upon execution by all parties. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property, unless and until the City alters or eliminates such restrictions in the course of its actions as zoning authority.

B. Application shall be submitted for all construction permits for the development, or for the first phase of a phased development, within 18 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. If development is phased, application for construction permits for subsequent phases shall be submitted within 30 months from the date of initial approval.

C. Construction of phase one shall be substantially complete within 5 years of the approval of this Agreement. Construction of any other phase must be substantially complete within 6 years of the initial approval of this Agreement.

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

E. Failure to comply with the schedule set out above shall cause the development rights granted pursuant to this Agreement to lapse, unless the City Commission extends the deadlines (including as these deadlines may have been previously extended by minor modification above). The City Commission may extend such deadlines by ordinance, without need for formal amendment to this Agreement.

## **14. 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 Planned 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.

**15. AMENDMENTS.**

A. Any revision to this Agreement other than a minor modification as described above shall require an amendment approved by the City Commission after review and recommendation by the Planning Board. Requests for an amendment must be submitted in writing and, except as otherwise provided herein, shall be processed in accordance with the LDC. Notice of public hearings shall be provided as if the application is one to rezone property.

**16. 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.

**17. 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.

**18. 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.

**19. 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.



**[Signature pages following]**

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

Signed, sealed and delivered in the presence of:

**THE CITY OF DAYTONA BEACH,  
FLORIDA, a Florida municipal corporation**

*Robin Williams*

Witness 1

Robin Williams  
Print Name of Witness 1

By:

*Derrick L. Henry*  
Derrick L. Henry, Mayor

Attest:

*Letitia LaMagna*  
Letitia LaMagna, City Clerk

Date:

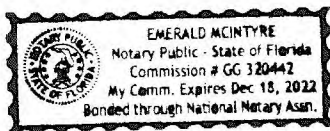
08-25-20

Witness 2

*Nahed Iskander*  
Print Name of Witness 2

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 26 day of August, 2020 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.



*Emerald McIntyre*  
Notary Public

Commission No: \_\_\_\_\_

Signed, sealed and delivered in the presence of:

**Sun Glow Construction, Inc.,**  
a Florida corporation

Wendy Edmonds  
Witness 1  
Wendy Edmonds  
Print Name of Witness 1

By: Aram Khazaree  
Name: Aram Khazaree  
Title: President

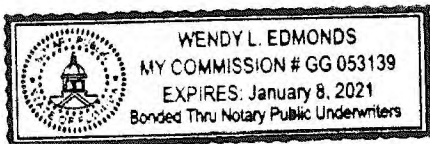
Nancy Hune  
Witness 2  
Nancy Hune  
Print Name of Witness 2

Date: 5-13-2020

[Corporate Seal]

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 13 day of May, 2020, by Aram Khazaree as President of Sun Glow Construction Inc., referred to in this agreement as "Owner." He or she is ☒ personally known to me or ☐ produced as identification and did not take an oath.



Wendy Edmonds  
Notary Public  
Commission No. GG053139

Approved as to legal form:

By: R Jagger  
Robert Jagger, City Attorney

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**EXHIBIT A-1**

**Property Legal Description & Survey –  
Parcel ID Numbers 520200000835 & [REDACTED]**

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**EXHIBIT A-2**

**Property Legal Description & Survey –  
Parcel ID Number 423313000030**

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**EXHIBIT B**

**PD Plan**

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**EXHIBIT C**

**Phasing Plan**

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**EXHIBIT A-1**

**Property Legal Description & Survey –  
Parcel ID Numbers 520200000835 & [REDACTED]**

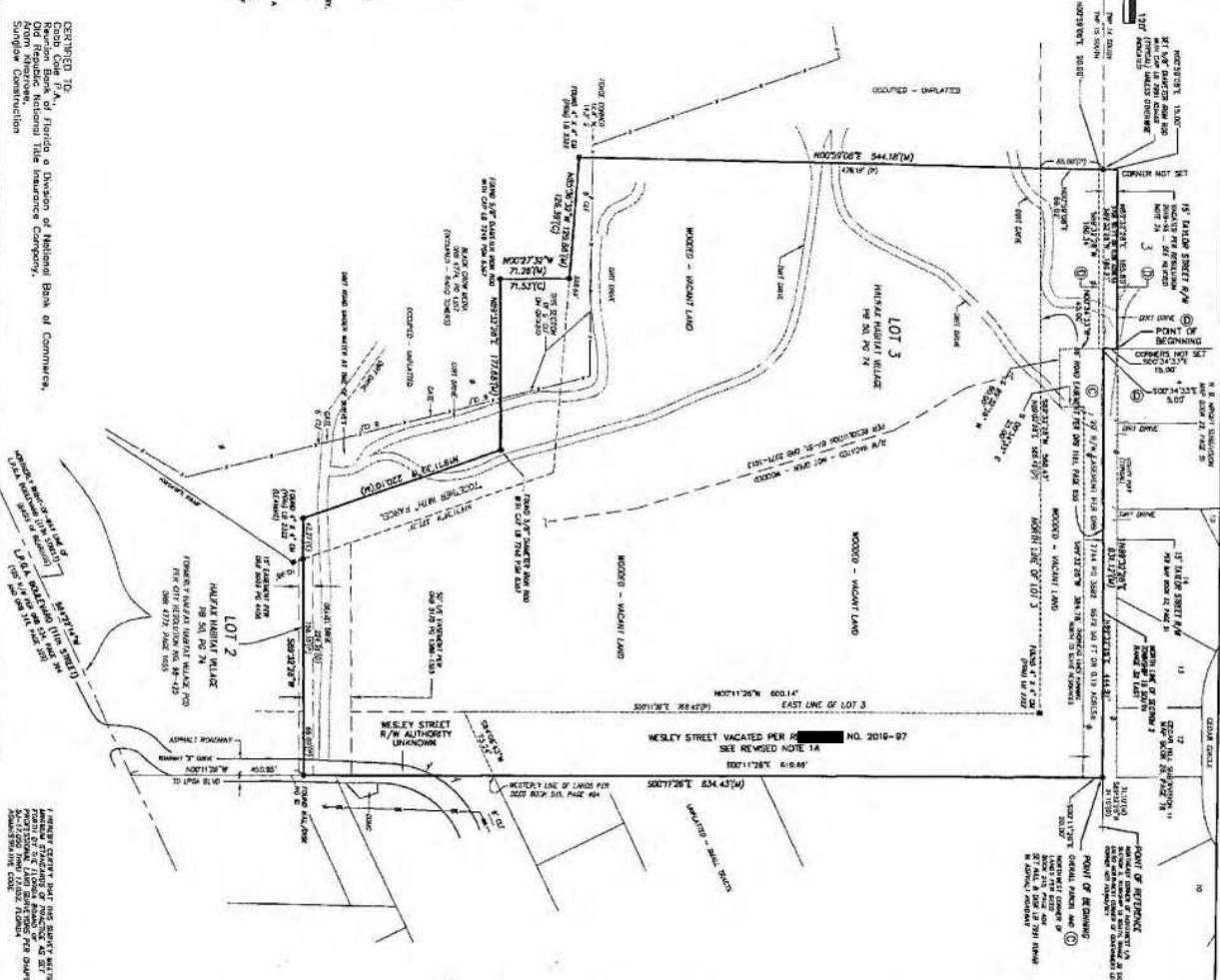
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(D)	DESCRIBED DATA
(P)	PLAT DATA
(C)	CALCULATED DATA
SC	SQUARE
FT	FEET
R/W	RIGHT OF WAY
PM	PROVISIONAL SURVEY & MAPS
LB	LICENSED BUSINESS

[illegible]

A PICTURE OF THE NORMAN CONQUEST OF ENGLAND: 1066-1086. BY JOHN H. HARRIS. Pp. 200. Net 10s. 6d. (H. K. Lewis, Ltd., London.)  
 A READER OF THE *Illustrated London News* will find much to interest him in this book. It is a picture of the Norman Conquest of England, as it appeared to the English people of the time. It is a picture of the Norman Conquest of England, as it appeared to the English people of the time. It is a picture of the Norman Conquest of England, as it appeared to the English people of the time.

It is not possible to identify the specific source of the information, but it is likely that the information was obtained from a confidential source. The information was obtained from a confidential source who has provided reliable information in the past. The information was obtained from a confidential source who has provided reliable information in the past. The information was obtained from a confidential source who has provided reliable information in the past.

1. **Field of Research** - Address was given to students about the importance of the field of research and the need for a strong foundation in the field of research. The speaker emphasized the importance of the field of research and the need for a strong foundation in the field of research.



Clark, Irvin & Co., Inc.  
Cord Cole P.A.,  
Reunion Bank of Florida a Division of National Bank of Commerce,  
Old Republic National Title Insurance Company,  
Atom-Klaroore,  
Sunglass Construction

**Kenneth J. Kuhar**

Digitally signed by  
Kenneth J. Kuhar  
Date: 2019.12.19  
08:39:43 -05'00'

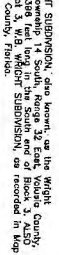
CORINNA J. KUCHAR  
LORD PROFESSOR, SUPERVISOR/MANAGER #9105

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**EXHIBIT A-2**












**Property Legal Description & Survey –  
Parcel ID Number 423313000030**



TAYLOR ST.

LIGHTHOUSE TITLE OF EAST FLORIDA, INC.  
STEWART TITLE GUARANTY COMPANY

TREE LEGEND

	=	CABBAGE PALM
	=	CAMPBELL
	=	CEDAR
	=	DYPPRESS
	=	DAHOON
	=	LAUREL OAK
	=	LIVE OAK
	=	MAPLE
	=	WILDBERRY
	=	PINE
	=	TALLOW

[illegible]

1. NO INSTRUMENTS OF RECORD REFLECTING EXISTING RIGHT OF WAY AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.
2. NO INSTRUMENTS OF RECORD REFLECTING THE EXISTENCE OF A FLOOD LICENSED SURVEYOR AND WATERPROOFERS HAVE BEEN LOCATED, EXCEPT AS SHOWN, AS PER THE REQUEST OF THE CLIENT.
3. ALL UTILITIES SHOWN ARE BASED ON RECORDS AND FIELD SURVEY. UTILITIES NOT SHOWN ARE NOT TO SCALE.
4. FEATURING SHOWN BY SYMBOL, AS INDICATED IN THE LEGEND ARE NOT TO SCALE.
5. ADDITIONAL INFORMATION WITHIN THE PROJECT OF A SINGLE SEARCH, A TITLE SEARCH MAY REVEAL
6. WHERE APPLICABLE, MOUNTAIN PATENTERS, ETC., AND/OR U.S. OR B.B. NUMBERS ARE SHOWN
7. BEARINGS ASSIGNED FROM PLAT, DEED, LOCAL DESCRIPTION.
8. BEARING SHOWN, UNLESS OTHERWISE SPECIFIED, FEATURES IN THE MIDDLE OF THE WAY ARE DESCRIBED
10. SLOPED PROPERTY LIES WITHIN ZONE "A" AREAS DETERMINED TO BE COURSE 200 YEAR FLOOD ZONE. COURSE 200 YEAR FLOOD ZONE AREAS ARE NOT SHOWN. COURSE 100 YEAR FLOOD ZONE AREAS ARE NOT SHOWN. COURSE 50 YEAR FLOOD ZONE AREAS ARE NOT SHOWN. COURSE 25 YEAR FLOOD ZONE AREAS ARE NOT SHOWN. COURSE 10 YEAR FLOOD ZONE AREAS ARE NOT SHOWN. COURSE 5 YEAR FLOOD ZONE AREAS ARE NOT SHOWN. COURSE 2 YEAR FLOOD ZONE AREAS ARE NOT SHOWN. COURSE 1 YEAR FLOOD ZONE AREAS ARE NOT SHOWN. COURSE 0.5 YEAR FLOOD ZONE AREAS ARE NOT SHOWN. COURSE 0.2 YEAR FLOOD ZONE AREAS ARE NOT SHOWN. COURSE 0.1 YEAR FLOOD ZONE AREAS ARE NOT SHOWN. COURSE 0.05 YEAR FLOOD ZONE AREAS ARE NOT SHOWN. COURSE 0.02 YEAR FLOOD ZONE AREAS ARE NOT SHOWN. COURSE 0.01 YEAR FLOOD ZONE AREAS ARE NOT SHOWN. COURSE 0.005 YEAR FLOOD ZONE AREAS ARE NOT SHOWN. COURSE 0.002 YEAR FLOOD ZONE AREAS ARE NOT SHOWN. COURSE 0.001 YEAR FLOOD ZONE AREAS ARE NOT SHOWN. COURSE 0.0005 YEAR FLOOD ZONE AREAS ARE NOT SHOWN. 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REVISED 3/9/2020 TO CREATE METES AND BOUNDS DESCRIPTION.	REVISED 10/25/2018: TO CORRECT CALL IN DESCRIPTION.
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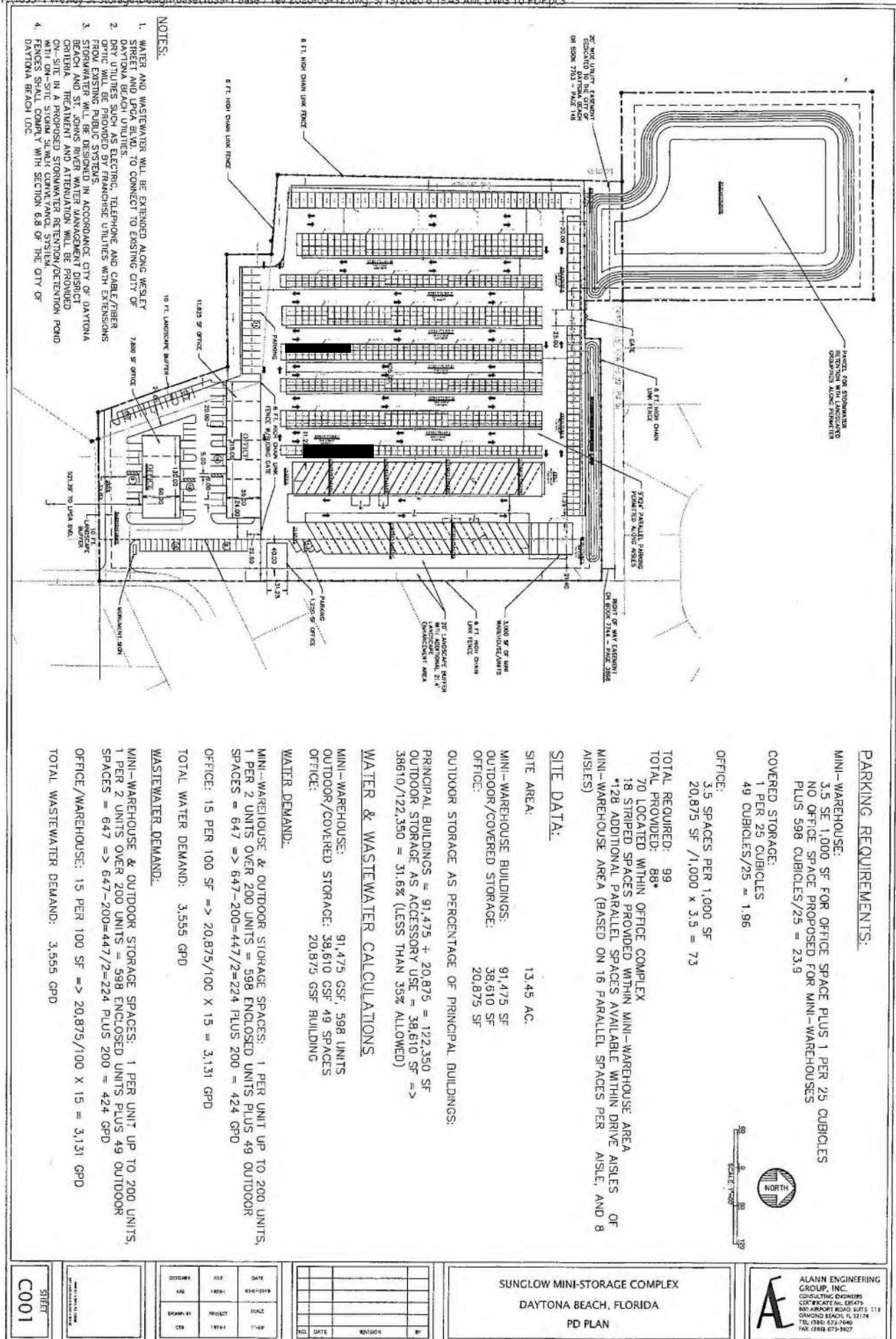
[illegible]



**EXHIBIT B**

**PD Plan**

PA1839-1 Wesley St Storage Design\Bases\1839-1 Base 7 rev 2020-05-12.dwg, 5/13/2020 8:19:43 AM, DWG To PDF.pc3



**EXHIBIT C**  
**Phasing Plan**

PA1839-1 Wesley St Storage\Design\Bases\1839-1 Base 7 rev.dwg, 5/12/2020 3:08:07 PM, DWG To PDF.pc3

