

2022-159

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

## **CIRCLE C BOAT & RV STORAGE PLANNED DISTRICT AGREEMENT**

The CITY OF DAYTONA BEACH, FLORIDA, a Florida municipal corporation located in Volusia County, Florida ("City"), and Robert C. Cooper, 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 18.85 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.

### **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 and survey, date certified January 18, 2021, prepared by Sliger & Associates, Inc.

Exhibit B: PD Plan & Utility Plan, rev. date January 21, 2022, prepared by Parker Mynchenberg & Associates, Inc.

Exhibit C: Architectural Elevations, rev. date January 21, 2022, prepared by BPF Design Incorporated.

Exhibit D: Landscape Plan, rev. date January 21, 2022, prepared by Parker Mynchenberg & Associates, Inc.

### **3. DEVELOPMENT PLAN.**

A. Developer has designated the Property as "Circle C Boat & RV Storage".

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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." or "'").
- (2) Maximum individual building size: 20,760 square ("sq.") ft.
- (3) Minimum perimeter building setbacks:
  - (a) Sides: 10'.
  - (b) Front/Clyde Morris Blvd: 50'.
  - (c) Rear: 20'.
- (4) Minimum open space: 25 percent ("%").
- (5) Maximum impervious surface area: 75%.
- (6) Maximum Floor Area Ratio ("FAR"): 0.5.
- (7) 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.
- (8) Dry retention pond(s) and wet detention pond(s) shall count toward open space requirements.
- (9) Perimeter landscape strips:
  - (a) Front/Clyde Morris Blvd: 50' Scenic Thoroughfare Overlay (STO) District landscape yard comprised of existing vegetation.
  - (b) Sides: 0'

F. **NO PHASING.** Development of the Property will occur in a single phase.

G. **NO SUBDIVISION.** The Property will be developed and maintained under single ownership by Developer; therefore no subdivision is authorized without City Commission approval.

#### **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 of the LDC, except as modified herein:

Self-storage/mini-warehouse facility\*  
Outdoor storage (as a principal use)

All other accessory uses and structures customary to the permitted uses listed above.

\*Shall not be required to comply with a minimum separation of 500' from Clyde Morris Blvd., a designated Major City Thoroughfare.

## 6. 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. 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 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. On-site extensions for water, sewer and reuse shall be provided as required. Off-site utility infrastructure to support the project will be determined during the Site Plan approval process. If sewer service cannot be served by a private force main, through a private easement, this development shall be permitted to utilize a septic tank for sewer service.

## 7. MAINTENANCE OF PRIVATE SHARED USE FACILITIES.

As stated above, Developer will develop and maintain the Property in single ownership. Therefore, City standards relating to common areas and common facilities are not applicable.

If Developer subsequently requests to subdivide the Property, approval may be conditioned, among other requirements, on Developer providing suitable instruments or agreements, acceptable to City, ensuring the long-term private maintenance and repair of shared or common use facilities located on the Property.

## **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, including the City's *Exterior Color and Design Standards for Major City Thoroughfares*, and Exhibit C (Architectural Elevations) attached hereto, 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) Bahama shutters shall be utilized in place of windows in order to provide a minimum 15% window coverage for building elevations visible from Clyde Morris Blvd.

(5) The elevations shall be required to incorporate wall and roof plane changes so that a three-foot projection, ridge, recess or valley is incorporated every 50 horizontal feet.

(6) 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.

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

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

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

**9. ENVIRONMENTAL CONSIDERATIONS.**

Development of the Property shall comply with the LDC's 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.

**10. SIGNAGE.**

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

**11. PARKING.**

All parking shall be provided in accordance with the requirements in the LDC..

**12. EFFECTIVE DATE; COMPLETION SCHEDULE.**

A. This Agreement shall be effective upon execution by both 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 initial 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.

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

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

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

### 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) Amendments that 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; and

(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. In recognition of the City's general police power 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) Proposed amendments will be subject to the review procedures and standards set forth in LDC Section 3.4.F.10.

(2) The City, and the owner of every lot within the Planned District that is directly impacted by the amendment are necessary parties to the amendment.

(3) The owners of all other lots within the Planned District that are not directly impacted by the amendment, are not necessary parties to the amendment.

(4) If this Agreement requires the creation of a property owners' association or homeowners' association for purposes of owning and operating common areas and common facilities, and the association is in existence at the time of submission of an application to amend this Agreement, the association will be deemed to be an affected party with respect to the amendment as provided in LDC Section 3.4.F.10.

(5) A lot is "directly impacted" for purposes of the provisions above, only when the amendment would revise the listed uses, dimensional requirements, architectural requirements, sign requirements, or other development or use 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

D. 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.

E. 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.

**[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**

Jennifer Lynch

Witness 1

Jennifer Lynch

Print Name of Witness 1

By: Derrick L. Henry

Derrick L. Henry, Mayor

Attest:

By: Letitia LaMagna

Letitia LaMagna, City Clerk

Witness 2

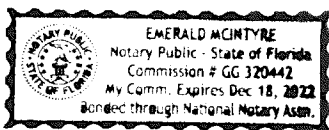
Nahed TSKander

Print Name of Witness 2

Date: 4-21-22

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 21 day of April, 2022, 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:

OWNER

CDB  
 Witness 1 Corey D. Brown  
 Print Name of Witness 1

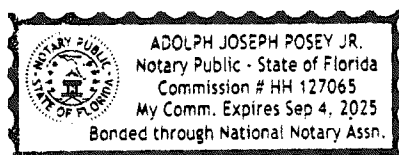
Robert C. Cooper  
 Robert C. Cooper

April M. Borella  
 Witness 2 April M. Borella  
 Print Name of Witness 2

Date: 3/17/2022

STATE OF FLORIDA  
 COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 17<sup>th</sup> day of MARCH, 2022, by Robert C. Cooper, referred to in this Agreement as "Owner." He is ☐ personally known to me or ☐ produced as identification and did not take an oath.



Adolph Joseph Posey Jr.  
 Notary Public  
 Commission No. 127065

Approved as to legal form:

By: Robert Jagger  
 Robert Jagger, City Attorney

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**EXHIBIT A**

**Property legal description and survey**

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**NEW LEGAL DESCRIPTION:**

A PORTION OF PARCELS 1 (21) AND 2 (14B) LYING IN SECTION 10, TOWNSHIP 15 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWESTERLY CORNER OF DAYTONA BUSINESS PARK UNIT #4, BEING ALSO THE NORTHWESTERLY CORNER OF LOT 1, AS PER MAP RECORDED IN MAP BOOK 38, PAGES 7 AND 8, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN NORTH 01°54'26" EAST A DISTANCE OF 260.15 FEET TO A POINT IN THE NORTHERLY LINE OF A 260-FOOT WIDE FLORIDA POWER & LIGHT COMPANY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 170, PAGES 347-349, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT ALSO LYING IN THE SOUTHERLY LINE OF A 100-FOOT WIDE FLORIDA POWER & LIGHT COMPANY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 1335, PAGES 497-499, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN NORTH 67°22'02" WEST, ALONG THE NORTH BOUNDARY LINE OF THE STATE NURSING HOME FOR VETERANS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3797, PAGE 4818 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA A DISTANCE OF 469.20 FEET; THENCE DEPARTING THE NORTH BOUNDARY LINE OF SAID STATE NURSING HOME FOR VETERANS AND RUNNING NORTH 22°37'58" EAST ALONG THE SOUTHEASTERLY BOUNDARY LINE OF THE HALIFAX HOSPITAL MEDICAL CENTER AS DESCRIBED IN OFFICIAL RECORDS BOOK 5223, PAGE 1486 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 987.48 FEET TO A POINT IN THE WESTERLY RIGHT-OF-WAY LINE OF CLYDE MORRIS BOULEVARD A 140 FOOT RIGHT-OF-WAY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 2985, PAGE 712, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 32°47'04" EAST ALONG THE WESTERLY RIGHT-OF-WAY OF SAID CLYDE MORRIS BOULEVARD A DISTANCE OF 1094.01 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 1244.74 FEET, AN ARC LENGTH OF 649.17 FEET, A CENTRAL ANGLE OF 29°52'53" AND A CHORD BEARING SOUTH 47°43'30" EAST A DISTANCE OF 641.84 FEET TO A POINT; THENCE DEPARTING THE WESTERLY RIGHT-OF-WAY OF SAID CLYDE MORRIS BOULEVARD SOUTH 89°58'24" WEST ALONG THE NORTH BOUNDARY LINE OF THE AFOREMENTIONED DAYTONA BUSINESS PARK UNIT #4 A DISTANCE OF 1022.83 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 18.85 ACRES OF LAND, MORE OR LESS

## LEGAL DESCRIPTION CIRCLE C BOAT & RV STORAGE

### PARKER MYNCHENBERG & ASSOCIATES, INC.

PROFESSIONAL ENGINEERS \* LANDSCAPE ARCHITECTS  
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117  
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com  
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

## EXHIBIT "A"

SHEET 1 OF 2 REV. 01/21/2022 DATE: 01/18/2021

SHEET 2 OF 2 REV. 01/21/2022 DATE: 01/18/2021

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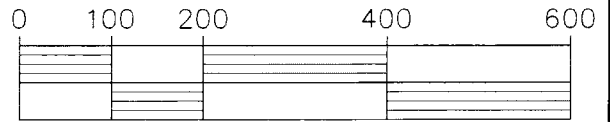
**EXHIBIT B**

**PD Plan & Utility Plan**

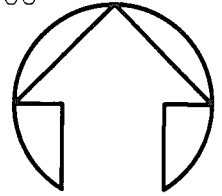
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## GRAPHIC SCALE



SCALE: 1" = 200'



EXISTING WETLAND/TREE  
PRESERVATION AREA TO  
REMAIN NATURAL (4.76 AC)

8 FT (TAN) VINYL FENCE

0 FT  
LANDSCAPE  
BUFFER

50 FT LANDSCAPE BUFFER/TREE  
PRESERVATION AREA TO REMAIN  
NATURAL (0.71 AC)

BUILDING #1 60'X225'  
13,541 SF 16 BAYS  
(PHASE 1)

8 FT (TAN) VINYL FENCE  
KEY PAD

8 FT BLACK VINYL FENCE  
PROPOSED MONUMENT SIGN  
52 SF 8 FT HIGH

8 FT HIGH BLACK VINYL  
22 FT ROLLING GATE

BUILDING #2 60'X345'  
20,760 SF 26 BAYS  
(PHASE 2)

50 FT LANDSCAPE BUFFER/  
TREE PRESERVATION AREA  
TO REMAIN NATURAL (1.19  
AC)

DRY RETENTION TO BE  
CONSTRUCTED W/ PHASE 2

8 FT (TAN) VINYL FENCE

8 FT HIGH (2)  
15 FT SWING GATE

DRY RETENTION TO  
BE CONSTRUCTED  
W/ PHASE1

8 FT (TAN) VINYL FENCE

0 FT  
LANDSCAPE  
BUFFER

260 FT FPL  
EASEMENT

# CIRCLE C BOAT & RV STORAGE PD PLAN

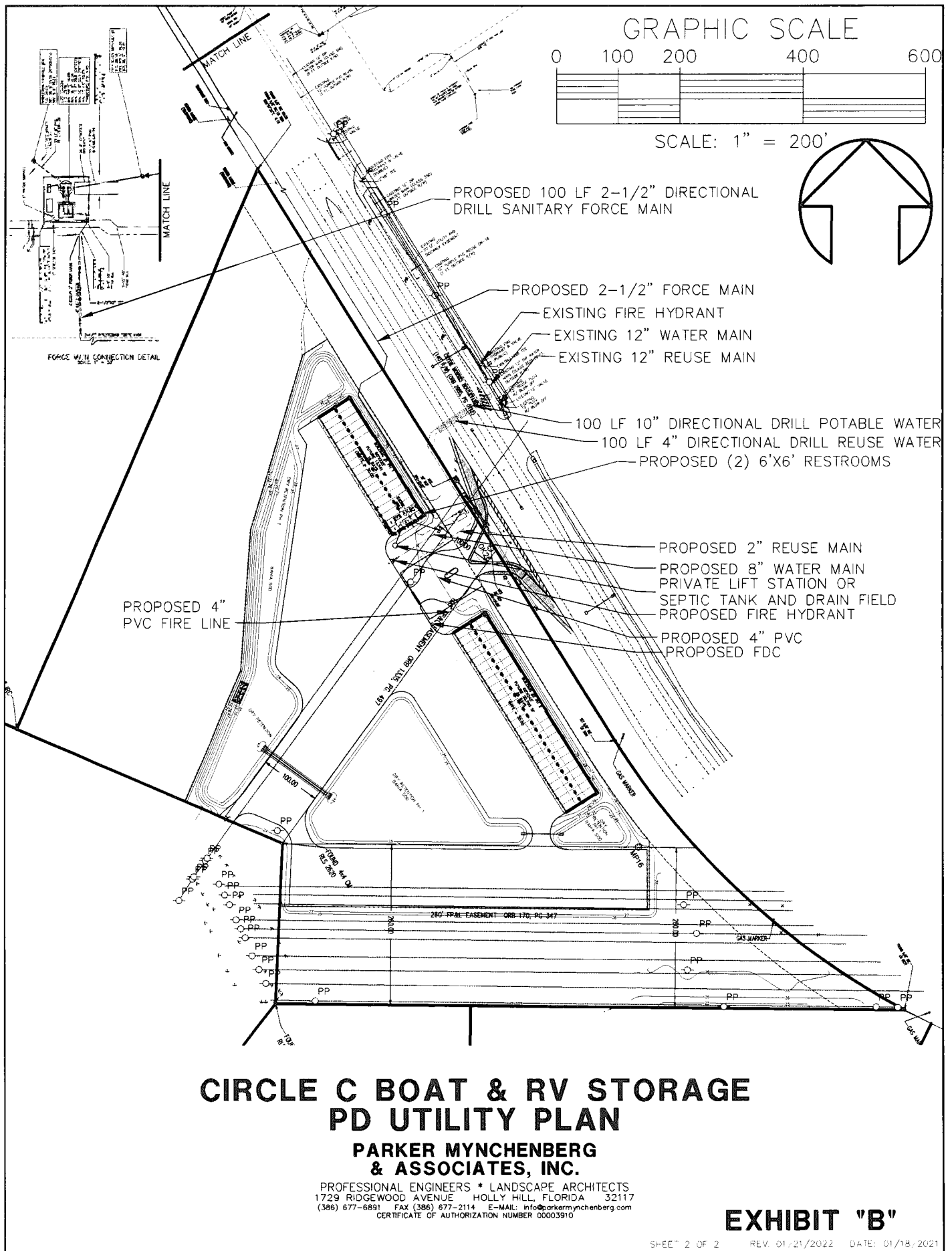
**PARKER MYNCHENBERG  
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS \* LANDSCAPE ARCHITECTS  
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117  
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com  
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

**EXHIBIT "B"**

SHEET 1 OF 2 REV. 01/21/2022 DATE: 01/18/2021

*Handwritten signature or initials.*



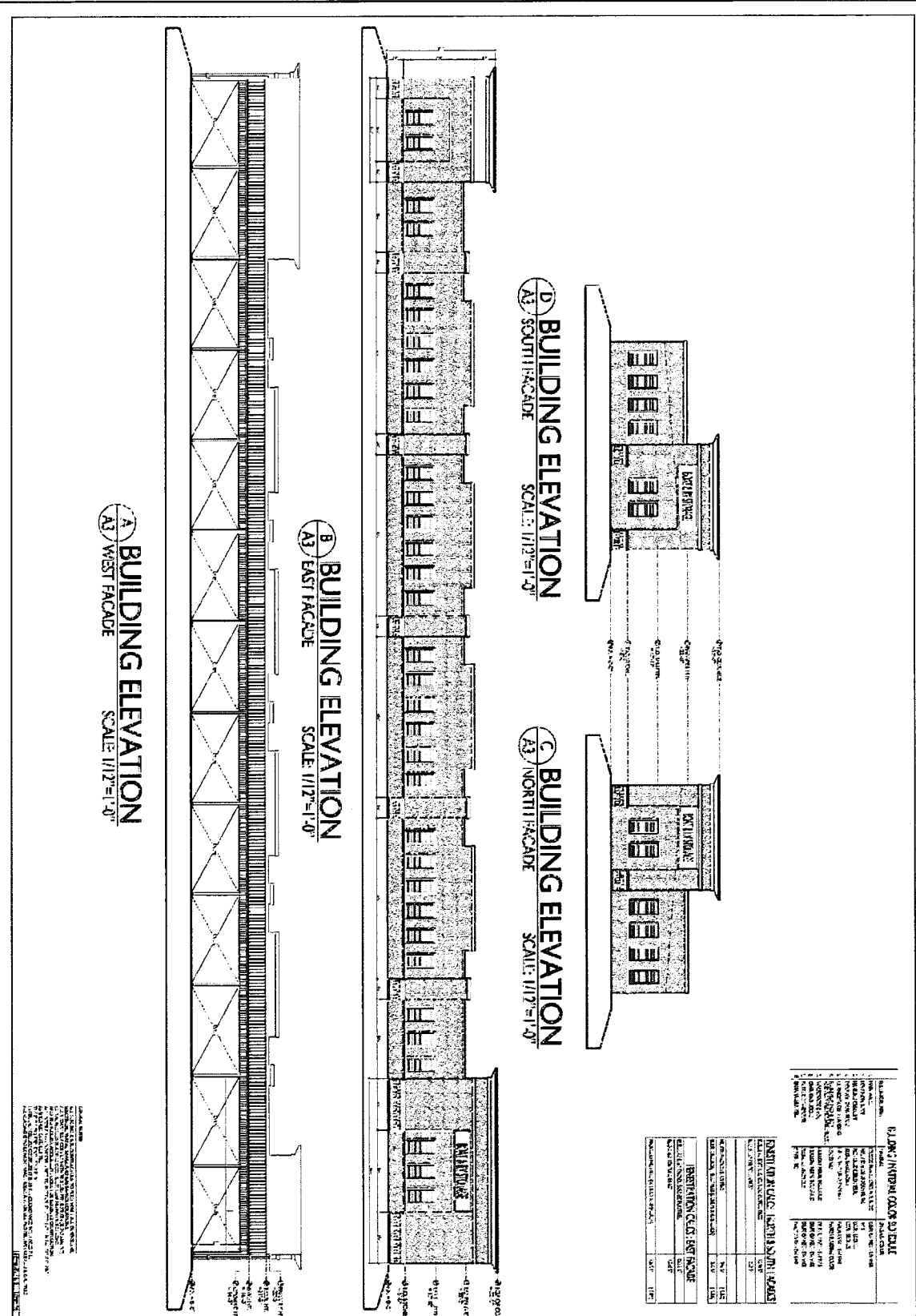
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**EXHIBIT C**

**Architectural Elevations**

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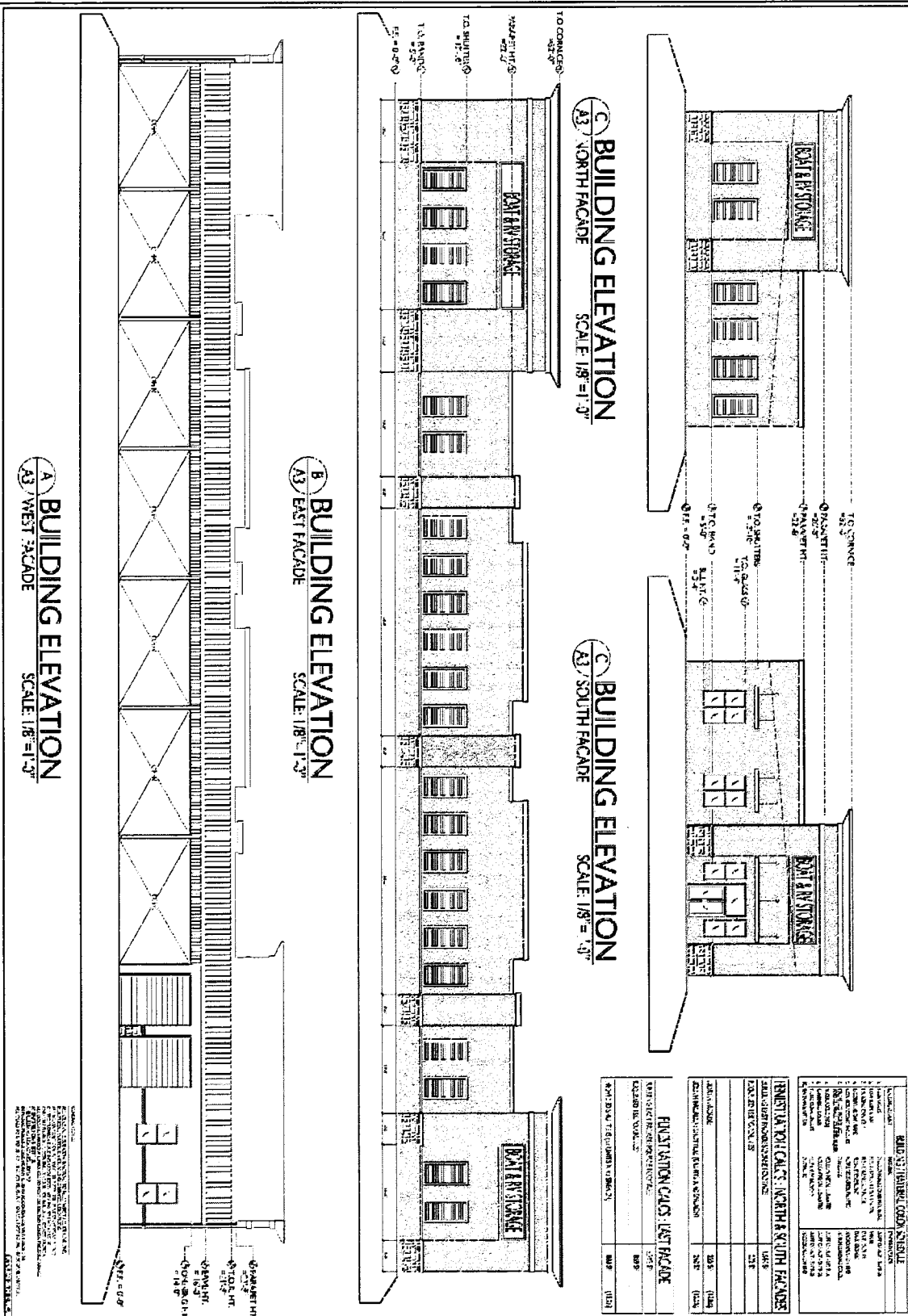


**CIRCLE C BOAT & RV STORAGE  
ARCHITECTURALS**

**PARKER MYNCHENBERG  
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS \* LANDSCAPE ARCHITECTS  
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117  
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermycnberg.com  
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

**EXHIBIT "C"**



# CIRCLE C BOAT & RV STORAGE ARCHITECTURALS

**PARKER MYNCHENBERG  
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS \* LANDSCAPE ARCHITECTS  
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117  
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermyrchenberg.com  
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

## EXHIBIT "C"

SHEET 2 OF 4

REV. 01/21/2022

DATE: 01/18/2021



**PROPOSED FLOOR PLAN**  
A2 BLDG. 1  
SCALE: 1/12"=1'-0"

[illegible]

MAIL ORDER

☐ PERSONAL

POSTAGE GUARANTEED

[illegible]

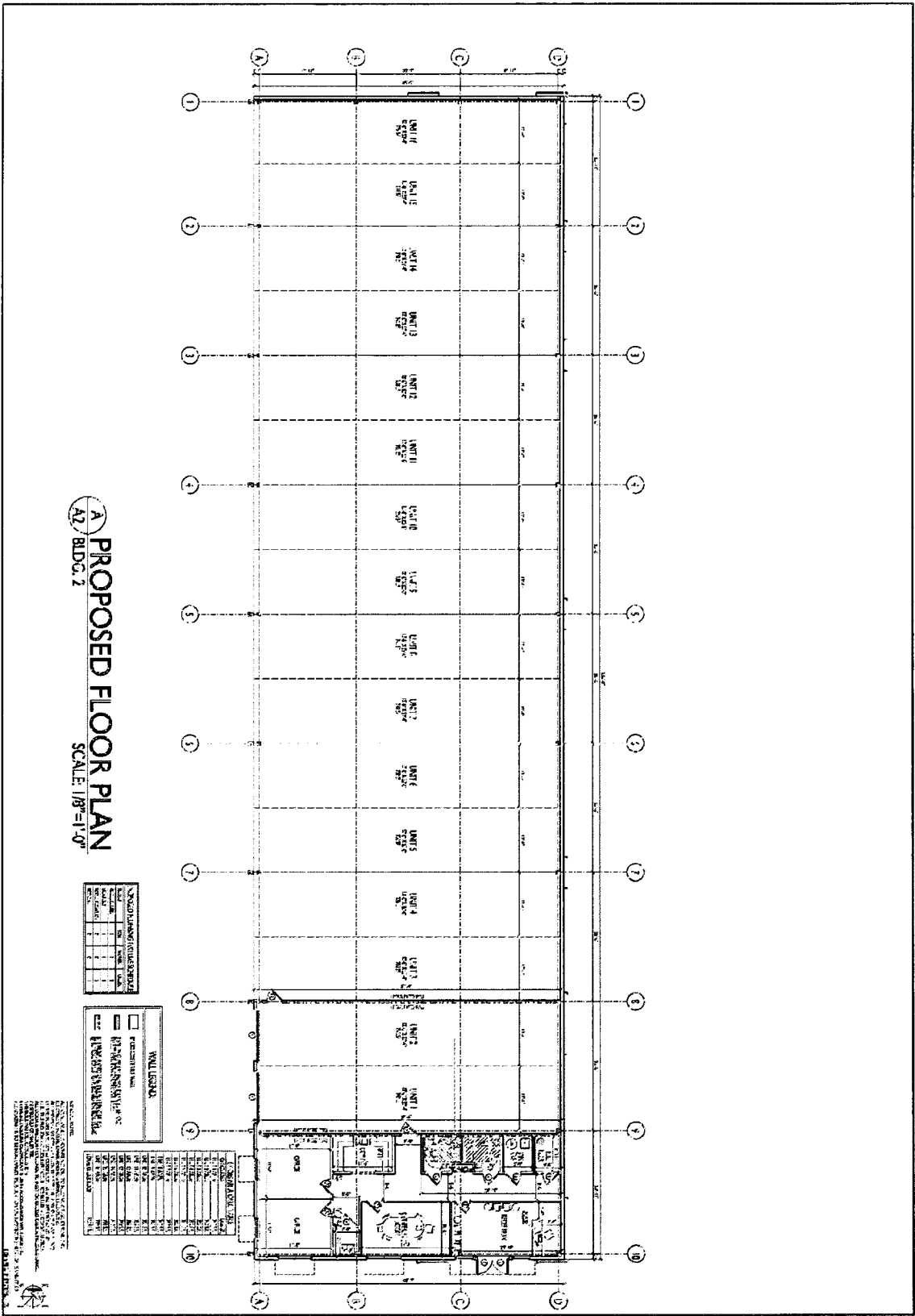
**PARKER MYNCHENBERG  
& ASSOCIATES, INC.**

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1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117  
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermychenberg.com  
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

## EXHIBIT "C"

SHEET 3 OF 4      REV. 01/21/2022      DATE: 01 18/2021

*PS*



# CIRCLE C BOAT & RV STORAGE ARCHITECTURALS

**PARKER MYNCHENBERG  
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS \* LANDSCAPE ARCHITECTS  
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117  
(386) 677-6881 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com  
CERTIFICATE OF AUTHORIZATION NUMBER 00003810

**EXHIBIT "C"**

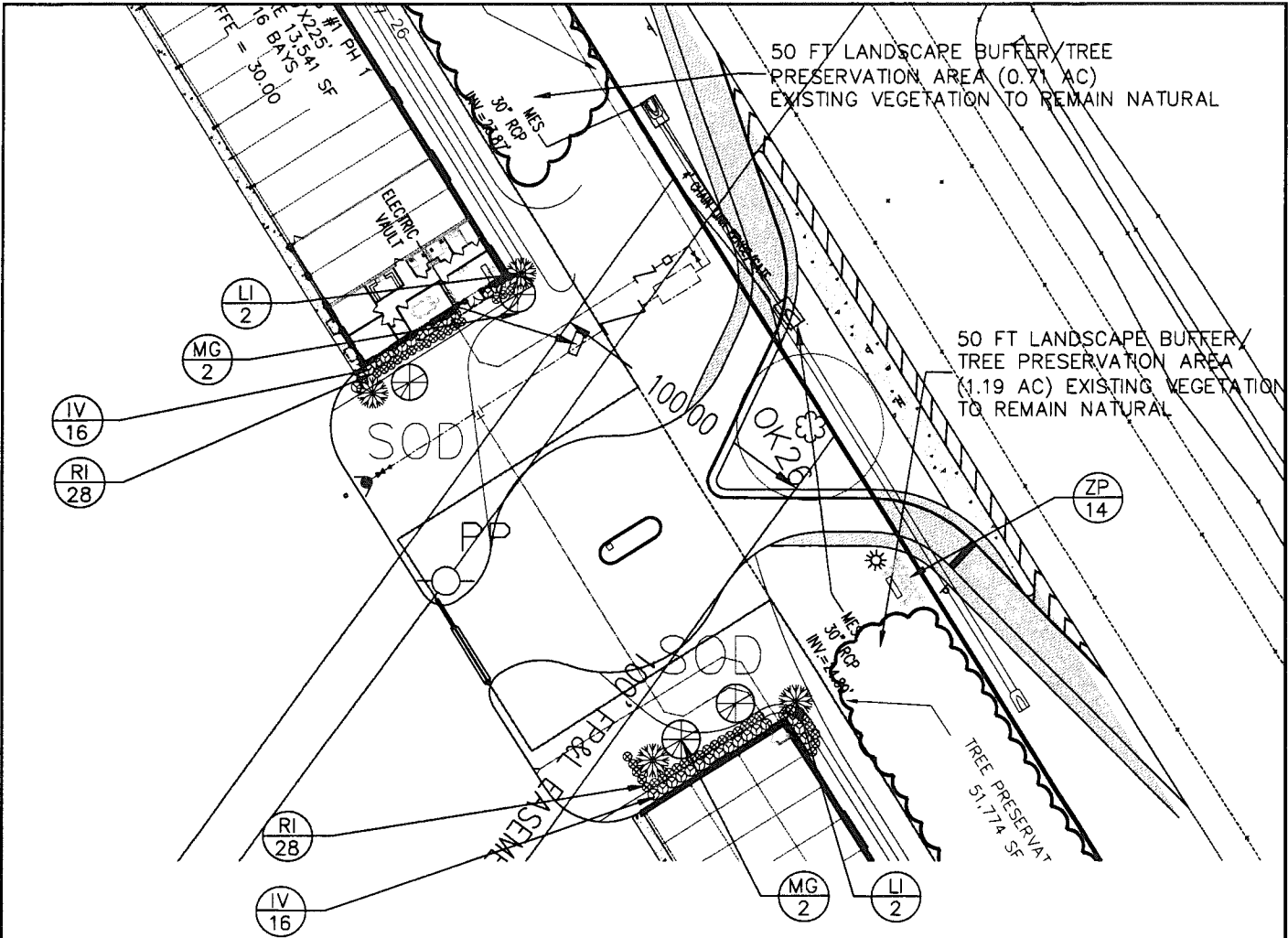
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



**EXHIBIT D**

**Landscape Plan**

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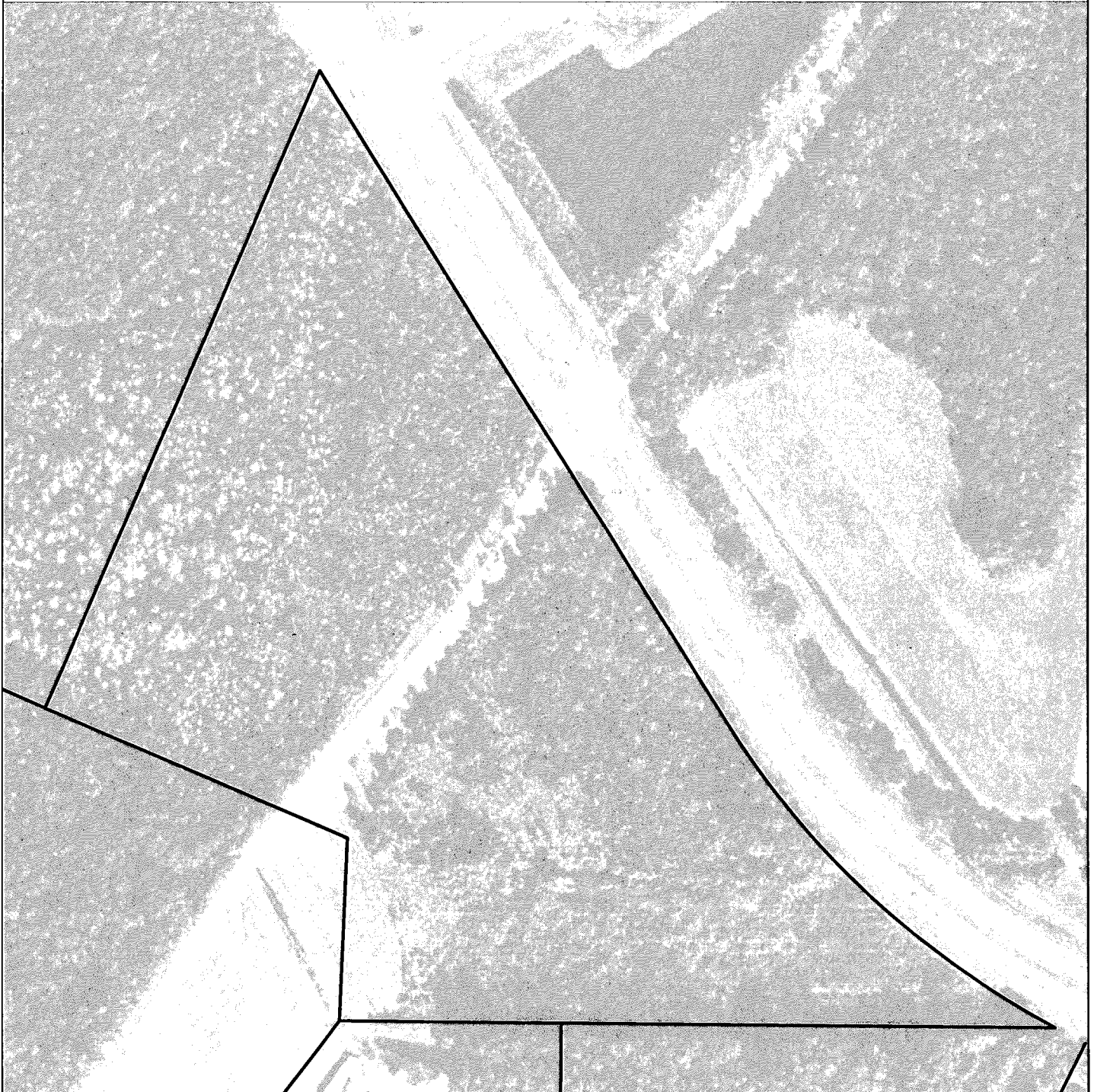
PLANT LIST					
SYMBOL	ABB.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
	LL	4	LIGUSTUM LUCIDUM	LIGUSTRUM TREE	15 GAL. MIN., 1.5" MIN. CAL. DBH 6'-8' HT.
	MG	4	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	25 GAL. MIN., 10'-12' HT., 2.5" MIN. CAL. DBH
	IV	32	ILEX VOMITORIA	YAUPOH HOLLY	3 GAL., 30" O.C. 24" HT., MIN.
	RI	56	RAPHIOLEPIS INDICA	INDIAN HAWTHORN	3 GAL., 24" O.C. 10" HT. MIN.
	ZP	30	ZAMIA PUMILA	COONTIE	2 GAL., 36" O.C.
SOD		ARGENTINE BAHIA (SEE LANDSCAPE PLAN)			

**CIRCLE C BOAT & RV STORAGE  
LANDSCAPE PLAN**

**PARKER MYNCHENBERG  
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS \* LANDSCAPE ARCHITECTS  
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117  
(386) 677-6591 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com  
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

**EXHIBIT "D"**



# **AERIAL MAP CIRCLE C BOAT & RV STORAGE**

**PARKER MYNCHENBERG  
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS \* LANDSCAPE ARCHITECTS  
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117  
(386) 677-6839 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com  
CERTIFICATE OF AUTHORIZATION NUMBER 00003510

REV. 01/21/2022 DATE: 01/8/2021

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EXISTING ZONING M3: GENERAL INDUSTRIAL &  
SFR-5: SINGLE FAMILY RESIDENTIAL

## EXISTING ZONING MAP CIRCLE C BOAT & RV STORAGE

**PARKER MYNCHENBERG  
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS \* LANDSCAPE ARCHITECTS  
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117  
(386) 677-8891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com  
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

REV 01/21/2022 DATE: 01/18/2021

*[Handwritten signature]*



PROPOSED ZONING PD-G: PLANNED DEVELOPMENT GENERAL

## PROPOSED ZONING MAP CIRCLE C BOAT & RV STORAGE

**PARKER MYNCHENBERG  
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS \* LANDSCAPE ARCHITECTS  
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117  
(386) 677-8891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com  
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REV. 01/21/2022 DATE: 01/18/2021

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FIRM FLOOD INSURANCE RATE MAP NUMBER 1212700354H FEBRUARY 19, 2014 FLOOD ZONE AH & X, BFE. 25

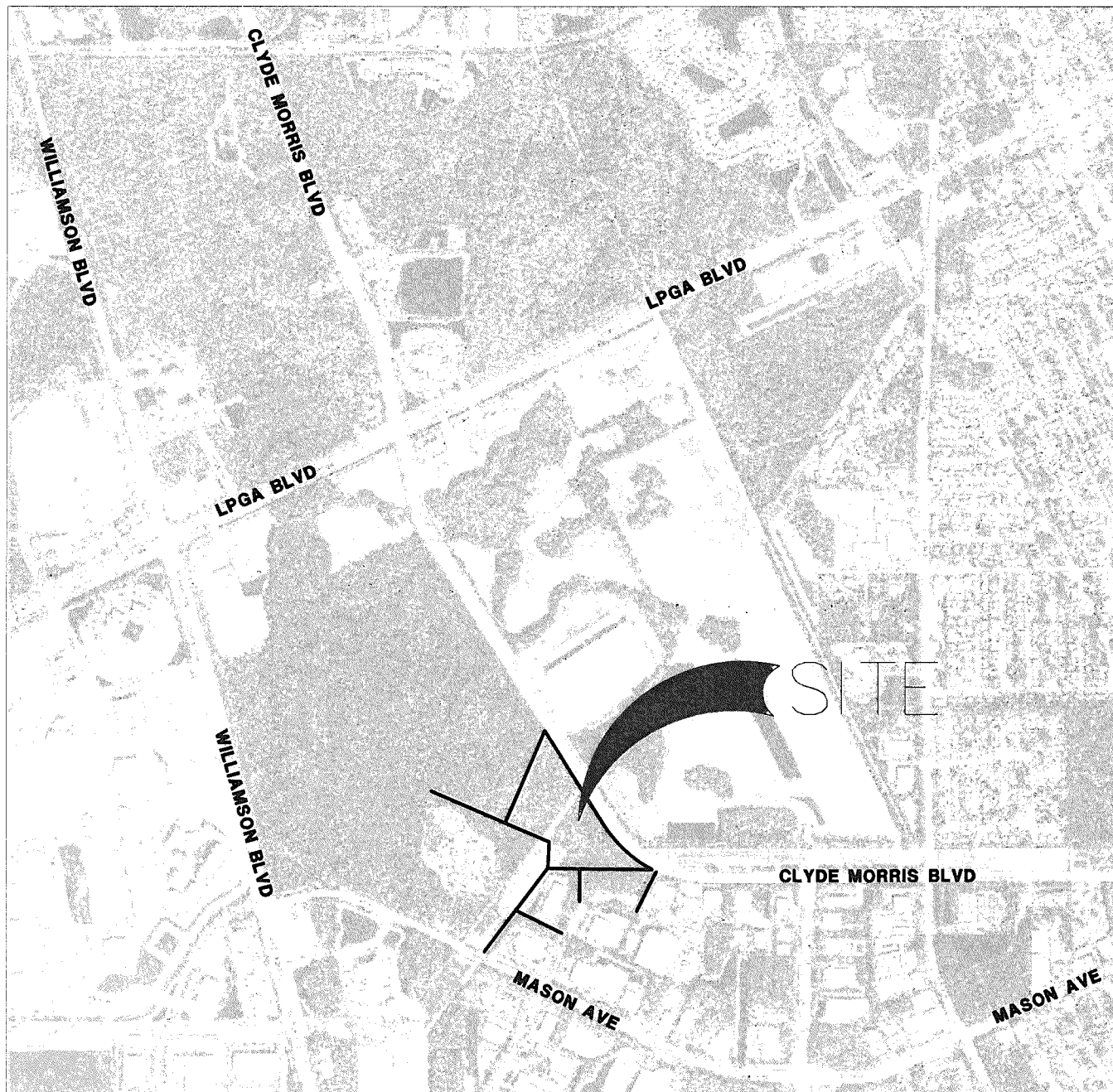
## FEMA FLOOD ZONE MAP CIRCLE C BOAT & RV STORAGE

**PARKER MYNCHENBERG  
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS \* LANDSCAPE ARCHITECTS  
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117  
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com  
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

REV 01/21/2022 DATE: 01/18/2021

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**LOCATION MAP**  
**CIRCLE C BOAT & RV STORAGE**  
**PARKER MYNCHENBERG**  
**& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS \* LANDSCAPE ARCHITECTS  
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117  
(386) 677-6899 FAX (386) 677-3114 E-MAIL: info@parkermynchenberg.com  
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*PC*



Volusia County, Florida (FL127)			
Volusia County, Florida (FL127)			
Map Unit Symbol	Map Unit Name	Acres in AOT	Percent of AOT
49	Remora fine sand	7.4	36.6%
50	Remora fine sand, depressional, 0 to 2 percent slopes	5.2	10.0%
51	Remora-bt. Johns complex	9.7	47.8%
Totals for Area of Interest		20.3	100.0%

## SOILS MAP CIRCLE C BOAT & RV STORAGE

### PARKER MYNCHENBERG & ASSOCIATES, INC.

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REV. 01/21/2022 DATE: 01/18/2021

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