

City of South Daytona

Economic Development

1672 S. Ridgewood Avenue • South Daytona, FL 32119 • 386-322-3025



MEMORANDUM

To: James L. Gillis, Jr., City Manager

From: Josh McEnany, Economic Development Director

Date: January 28, 2025

Re: Recommendation for approving the Master Development Agreement for 1600 South Ridgewood Avenue

The Council approved the first reading on February 11, 2025.

In 2023, through Ordinance 2023-17, the property owners of 1600 South Ridgewood, 333 Beville Road, and 1614 South Ridgewood Units 100 and 200 requested rezoning from Business General Commercial (BGC) to Planned Commercial Development (PCD) to align with South Daytona's high-quality development standards. As required, A Master Development Agreement (MDA) for their proposed use shall be submitted to the City. The property at 1600 South Ridgewood is under contract with Zaxby's, a prominent national brand. The franchisee, who operates three other Volusia County locations, has submitted a Master Development Agreement to construct a new restaurant at the City's gateway.

Background:

The City of South Daytona is committed to fostering top-tier development within the US1 Overlay District to enhance the quality of life for residents and visitors. Rezoning efforts are a key part of our strategy to align future growth with the City's vision for a vibrant, sustainable community. City staff work to attract high-quality businesses, ensuring a thriving and appealing commercial corridor.

The Planning & Appeals Board recommended the City Council approve an Ordinance to approve the Master Development Agreement (MDA) for 1600 South Ridgewood at their meeting on February 5, 2025.

Staff recommends the City Council to approve the Master Development Agreement (MDA) for 1600 South Ridgewood.

ORDINANCE NO. 2025-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH DAYTONA, FLORIDA, ADOPTING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY LOCATED AT 1600 SOUTH RIDGEWOOD AVENUE, PARCEL 5344-02-00-0080; ESTABLISHING PRINCIPAL USES AS A NATIONAL BRAND QUICK SERVICE RESTAURANT; PROVIDING FOR CONFLICTS, SEVERABILITY, APPLICABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 2023-17 rezoned the parcel of real property located at 1600 South Ridgewood Avenue, South Daytona, Florida, Parcel 5344-02-00-0080 (the “Property”), to Planned Commercial Development (PCD), and provided that a Master Development Agreement for the Property would be adopted by subsequent ordinance; and

WHEREAS, the current owner of the Property, 2511 Howell LLC, has requested a master development agreement for the property; and

WHEREAS, attached hereto as Exhibit A is the Master Development Agreement for the development of a national brand quick service restaurant with related accessory uses; and

WHEREAS, the property is zoned Planned Commercial Development (PCD) and is located within the City of South Daytona’s Community Redevelopment Area (CRA), that was established to address blighted properties and to redevelop the U.S.1 corridor; and

WHEREAS, the Master Development Agreement provides for the orderly development of the property in compliance with the laws and regulations of the City and other governmental authorities; and

WHEREAS, City staff have determined that the Property is suitable in size, location, and character for the principal uses and accessory uses listed in the Master Development Agreement, which are consistent with the City’s Comprehensive Plan, Land Development Code, and the Community Redevelopment Master Plan; and

WHEREAS, City staff have determined that the principal and accessory uses, design, landscaping, and site improvements are consistent with the City’s Comprehensive Plan, Land Development Code, and the Community Redevelopment Master Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SOUTH DAYTONA, FLORIDA:

Section 1. The City Council of the City of South Daytona hereby approves and adopts the

Master Development Agreement attached hereto marked as Exhibit A.

Section 2. Conflicts. All ordinances made in conflict with this Ordinance are hereby repealed.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

Section 4. Effective Date. That this Ordinance shall become effective immediately upon its adoption.

PASSED upon first reading at a regular meeting of the City Council of the City of South Daytona held in the City of South Daytona, Florida, on the 11th day of February, 2025.

PASSED AND ADOPTED upon second and final reading at a regular meeting of the City Council of the City of South Daytona held in the City of South Daytona, Florida, on the 13th day of March, 2025.

CITY OF SOUTH DAYTONA:

ATTEST:

William C. Hall, Mayor

James L. Gillis, Jr., City Manager

CERTIFIED AS TO FORM:

Wade C. Vose, City Attorney

1600 South Ridgewood Avenue
MASTER DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into and made as of the ___th day of _____, 2025, by and between the CITY OF SOUTH DAYTONA, a Florida municipal corporation, with an address of 1672 South Ridgewood Avenue, South Daytona, Florida 32119, (hereinafter referred to as the “City”), and 2511 Howell LLC, a Florida limited liability company, the record title property owner, with an address of 1600 South Ridgewood Avenue (Parcel ID 5344-02-00-0080) (“Owner/Developer”).

W I T N E S E T H

WHEREAS, the Owner/Developer warrants that it holds legal title to the lands located in Volusia County, Florida, and within the corporate limits of the City of South Daytona, said lands being more particularly described in **Exhibit A. Legal Description** for the subject property (“Property”), attached hereto and by this reference made a part hereof; and

WHEREAS, the Owner/Developer desires to facilitate the orderly development of the Property in compliance with the laws and regulations of the City and of other governmental authorities; and

WHEREAS, the City has determined that the Property is suitable in size, location and character for the uses and accessory uses listed in this Agreement as proposed by the Owner/Developer, and that the uses and accessory uses listed in this Agreement are consistent with the City's comprehensive plan; and

WHEREAS, it is the purpose of this Agreement to clearly set forth the understanding and agreement of the parties concerning the matters contained herein; and

WHEREAS, the Owner/Developer seeks the City's approval to develop the Property and to use the Property for Owner/Developer’s intended uses and accessory uses as listed in this Agreement; and

WHEREAS, the City previously rezoned the Property to a form of Planned Commercial Development (PCD), as defined under the City’s Land Development Code;

WHEREAS, going forward, the PCD shall consist of (a) this Agreement as the written agreement of the PCD and (b) **Exhibit B. Architectural Plans and Renderings** attached hereto and by this reference made a part hereof.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals and Definitions.** The recitals herein contained are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall be as defined or described in the City's Land Development Code as it may be amended from time to time, unless otherwise indicated.
2. **Ownership.** The legal and equitable owner of the Property is 2511 Howell LLC.
3. **Non-Statutory Development Agreement.** This Agreement is a non-statutory agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220-163.3243, Florida Statutes.
4. **Duration.** This Agreement is binding and runs with the land in perpetuity, unless amended.
5. **Title Opinion/Certification.** The Owner/Developer will provide to the City, in advance of the City's execution of this Agreement, a title opinion of an attorney licensed in Florida, or a certification by an abstractor or title company authorized to do business in Florida, showing marketable title to the Property to be in the name of the Owner/Developer and showing all liens, mortgages and other encumbrances not satisfied or released of record.
6. **Subordination/Joinder.** Unless otherwise agreed to by the City, all liens, mortgages, and other encumbrances not satisfied or released of record (except for the statutory priority lien for ad valorem real estate taxes), must be subordinated to the terms of this Agreement or the Lienholder join in this Agreement. It shall be the responsibility of Owner/Developer to promptly obtain such subordination or joinder, in form and substance that is acceptable to the City Attorney, prior to the City's execution of this Agreement.
7. **Development of the Property.** Development of the Property shall be subject to the performance standards listed below:
 - A. Permitted principal uses allowable on the Property:
 1. For a "Zaxby's" Restaurant
 - B. Permitted Accessory uses on the Property include the following uses, or uses substantially similar thereto:

1. Drive-through service
 2. Outdoor seating
 3. Catering services
 4. Dumpster Enclosure
- C. Required Amenities are to include:
1. Joint monument sign with City of South Daytona
- D. Maximum Gross Floor Area: 6,000 square feet
- E. Impervious surface ratio is not to exceed 78% of the gross square footage for the Property.
- F. Maximum Building Coverage: 40%
- G. Building Dimensions: \pm 2,000 square foot restaurant with 30 indoor seats and 8 outdoor seats.
- H. Minimum landscaping and buffer yard requirements are per the City's Land Development Code and the South Ridgewood Avenue Corridor Design Guidelines. Stormwater management facilities shall not be placed within buffer yards. Buffering shall include:
1. Interior landscaping with irrigation is required.
 2. West property lines: minimum 5 feet width with continuous evergreen shrubs.
 3. South property lines: \pm 5 feet average width with continuous evergreen shrubs. There will be a 25-foot setback from the shrubs to the east property line.
- I. Minimum Building Setbacks:
1. South Ridgewood Avenue: 25 feet
 2. Adjacent Property's: 10 feet
- J. Maximum building height: the maximum building height shall be 35 feet.
- K. Maximum driveway width at property line: 30 feet.

- L. Minimum required parking spaces:
 - 1. One (1) space for every four (4) seats
 - 2. Employee spaces: 1 space per every 3 employees

- M. Decorative street light poles, decorative sidewalks, and other streetscape upgrades must not be damaged during construction. Any damage during construction will be repaired by the developer.

- N. Architectural Design Standards: All buildings and accessory structures shall generally be consistent with the **Exhibit B. Architectural Plans and Renderings** unless, prior to issuance of the initial building permit, Owner/Developer submits, and City staff 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 B**. Any modifications to the approved architectural elevations shall include:
 - 1. Florida Vernacular Architecture as provided in **Exhibit B** and noted in the City of South Daytona South Ridgewood Avenue Corridor Design Guidelines.
 - 2. Bright or overly vibrant colors are not permitted within the CRA district. The building will feature a white base with navy or black trim. Limited use of red accents is allowed but should be minimal.
 - 3. Standing seam metal-or metal shingle roofs consistent with the City of South Daytona Ridgewood Avenue Corridor Design Guidelines for Florida Vernacular Architecture.
 - 4. Appropriate architectural delineation at all facades will be incorporated into the design to provide greater visual interest and appeal.
 - 5. Outdoor gooseneck lighting affixed to the exterior of the building.
 - 6. The construction materials will meet or exceed all the current Florida Building Code as well as the South Ridgewood Avenue Corridor Design Guidelines.
 - 7. Decorative elements which is to include metal awnings over proposed entryways and windows, where able to include within the project

boundaries to be visible from South Ridgewood Avenue or other common space.

8. All architectural details shall meet or exceed the City of South Daytona South Ridgewood Avenue Corridor Design Guidelines.
9. A Sign Site Plan will be provided to the City at time of Site Plan review or at such time deemed appropriate by the City. All signs in the City's Community Redevelopment Area (CRA) require a permit and shall meet or exceed the City of South Daytona South Ridgewood Avenue Corridor Design Guidelines.

O. Minimum Landscape buffers:

1. West property lines: minimum 5 feet width with continuous shrubs. South property line: minimum 5 feet average width with continuous shrubs.
2. Up to seven percent (7%) of the interior shall be devoted to landscaping.
3. The 5' foot western landscape buffer will be a continuous evergreen hedge and shall be planted to a Type 1 buffer yard which requires (2) shade and trees per 100' lineal feet. The 5' foot south landscape buffer will be a continuous evergreen hedge and shall be planted to a Type 1 buffer yard.
4. All vehicular use areas (VUA) abutting properties shall be screened.
5. Foundation plantings are required around the proposed drive-thru sign.
6. The existing palm trees will remain and be counted in the required landscaping and augmented on Beville Road.
7. Proposed backflow preventer will be screened with an evergreen hedge at 24" height minimum. The backflow preventer will be painted green.
8. The four medjool palms located along the South Ridgewood right-of-way will be protected during construction.
9. Three additional medjool palms will be added on Beville Road to match the landscaping along South Ridgewood Avenue.
10. All shrubs & hedge materials shall be 24" height at the time of planting and spaced 30" inches maximum per the South Daytona Land Development Code.

11. All landscape areas will be equipped with adequate irrigation.

P. Utility provision and dedication: The Owner/Developer shall connect to the City of South Daytona's central utility systems.

~~Q.~~ Transportation, site access, and traffic devices: The Owner/Developer is responsible for all transportation improvements within the Property and maintains or improves the adopted level of service for area roadways, and ensures the public health, safety, and welfare for the community. All permits or exceptions shall be obtained from appropriate permitting agencies prior to development and the City shall determine the appropriate level of service per the City Comprehensive Plan and current traffic counts.

8. **Development Permits/Fees.** The Owner/Developer is responsible for obtaining and paying for all building permits and other required permits and approvals, and for the payment of all fees for facilities and services to ensure compliance with all federal, state, and local requirements for the Property. Any site permits shall be kept current with the respective permitting agency and shall ensure the protection of the public health, safety and welfare of the community and the development. Impact fees as required by the City shall be paid at the time of the issuance of the building permit.
9. **Site Plan Approval. Exhibit B. Architectural Plans and Renderings** are the Preliminary Plan of the PUD and this Agreement. A site plan approved by the city, complying with all codes shall be required prior to the issuance of a Building Permit. The Master Development Agreement shall not replace, supersede, or absolve the Owner/Developer from approvals for any site plan and its respective regulations. Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.
10. **No Guarantee by City.** It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the Property, including but not limited to, drainage or water/sewer plans, fire safety, or quality of construction, whether or not inspected, approved, or permitted by the City.
11. **Indemnification.** The Owner/Developer shall indemnify and hold the City harmless from any and all claims, demands, disputes, costs, expenses, (to include attorney's fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the City, directly or indirectly, as a result of the use or

development of the Property, except those claims or liabilities by or arising from gross negligence or intentional acts of the City, or its employees, contractors or agents.

12. Compliance; Minor Amendments; Defaults; Enforcement.

- A.** The Owner/Developer agrees that it, and their successors and assigns, will abide by the provisions of this Agreement, the City's Comprehensive Plan, the City's Land Development Code, and the City's Code of Ordinances, including but not limited to, the site plan regulations of the City, and all other laws, rules or regulations applicable to the subject matter of this Agreement, as amended from time to time, which are incorporated herein by reference and such subsequent amendments hereto as may be applicable. Further, all required improvements, including landscaping, shall be continuously maintained by the Owner/Developer, or their successors and assigns, in accordance with the City's Code of Ordinances. The City may, without prejudice to any other legal or equitable right or remedy it may have, withhold permits, Certificates of Occupancy, or plan/plat approvals to the Property, should the Owner/Developer fail to comply with the terms of this Agreement. In the event of a conflict between this Agreement and the City's Land Development Code, the more restrictive regulations shall govern the development of the Property, unless specific specifications are set forth herein, in which case the provisions of this Agreement shall prevail.
- B. Minor Amendments.** Consistent with Section 5.5(O)(13) of the City's Land Development Code, the City Manager shall have the right to approve requests by the Owner/Developer for Minor Amendments to this Agreement. A Minor Amendment may include, without limitation: (1) a reduction in the maximum building height; (2) a reduction in the number of units; and (3) a modification to the number of unit types, provided that such modification does not result in a Total Unit Count in excess of Section 7(A)(1)(d) of this Agreement.
- C. Default.** Failure by a party to perform any of its obligations hereunder after notice and a reasonable opportunity to cure as provided herein shall constitute a default hereunder, entitling the non-defaulting party to terminate this Agreement, or to pursue the remedies of specific performance, injunctive relief, and/or damages. Prior to termination of this Agreement or any party filing any action as a result of a default by the other party under this Agreement, the non-defaulting party exercising such right shall first provide the defaulting party with written notice specifying such default and the actions needed to cure same, in reasonable detail. Upon receipt of said notice, the

defaulting party shall be provided a thirty (30) day opportunity within which to cure such default. If thirty (30) days is not a reasonably sufficient period in which to cure the default, the cure period shall be extended for a reasonable time, provided cure is diligently pursued. Upon termination of the Agreement, the Owner/Developer shall immediately be divested of all rights and privileges granted hereunder.

D. Enforcement. In the event of a violation of this Agreement, the City's Land Development Code or Code of Ordinances by the Owner/Developer, the City Commission may after notice and a reasonable opportunity to cure as provided in Section 12.B above suspend construction activity and revoke any building permit or development order issued to Owner/Developer and take all actions necessary to halt construction until such time as the provisions herein are brought into compliance. In the event legal action is necessary due to a violation by Owner/Developer, and attorney's fees and costs are incurred by the City enforcing compliance with this Agreement, the Land Development Code or Code of Ordinances, these expenses shall be borne by the Owner/Developer. These methods of enforcement are in addition to any other methods of enforcement provided by law. In the event of a default by the City which is not cured after receipt of notice and expiration of the cure period, then Owner/Developer shall be entitled to recover all reasonable attorney's fees and costs incurred, whether at the trial or appellate level. The Owner/Developer agrees that it will abide by the provisions of this Agreement, the City's Comprehensive Plan, the City's Land Development Code, and the City's Code of Ordinances, including but not limited to, the site plan regulations of the City as amended from time to time, which are incorporated herein by reference and such subsequent amendments hereto as may be applicable.

13. **Obligations for Improvements.** The groundbreaking for the construction of improvements to the Property shall take place by the end of 2025, and construction shall be complete by the end of 2026. Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement and to the City's specifications, then the City shall give the Owner/Developer forty (40) days written notice to commence and ninety (90) days to complete said required obligation at the sole expense of the Owner/Developer. If such work cannot be completed within such ninety (90) days, then Owner/Developer shall have an additional reasonable time period to complete same, provided it diligently pursues same. If the Owner/Developer fails to complete the obligations within the ninety (90) day period (as it may be

extended), then the City, or its assignee, without further notice to the Owner/Developer and their successors and assigns in interest, may, but shall not be required to, perform such obligations at the expense of the Owner/Developer or their successors and assigns in interest, without prejudice to any other rights or remedies the City may have under this Agreement. Further, the City is hereby authorized to immediately recover the actual and verified cost of completing the obligations required under this Agreement and any legal fees from the Owner/Developer in an action at law for damages, as well as record a lien against the Property in that amount. Notice to the Owner/Developer and their successors and assigns in interest shall be deemed to have been given upon the mailing of notice as provided in paragraph (16) of this Agreement.

14. **Concurrency and Vested Rights.** The Owner/Developer acknowledges and agrees that prior to the issuance of any development orders for the Property, the Owner/Developer must have received and be in the possession of a valid unexpired certificate of capacity/concurrency management system approval consistent with the City's Land Development Code. The capacity certificate/approval verifies the availability of infrastructure and service capacity sufficient to permit the proposed development of the Property without causing a reduction in the levels of service adopted in the City's Comprehensive Plan. The certificate of capacity/approval shall be effective for a term, as defined in the City's Code of Ordinances. Neither this Agreement nor the approved Master Development Plan shall create or result in a vested right or rights to develop the Property beyond the rights that already exist as of the date of this Agreement.
15. **Periodic Review.** The City reserves the right to review the Property in relation to this Agreement periodically to determine if there has been compliance with the terms of this Agreement. If the City finds that on the basis of substantial competent evidence that there has been a failure to comply with the terms of this Agreement, the City may withhold development orders or permits until compliance with this Agreement has been established and Owner/Developer has taken all other actions as provided in this Agreement and under applicable law.
16. **Notices.** Where notice is required to be given, it shall be in writing and shall be by certified mail return receipt requested, hand delivery or nationally recognized courier, such as Federal Express or UPS. E-mail delivery of documents shall be followed up with service by one of the other methods. Notices shall be sent to the following, as applicable:

OWNER/DEVELOPER'S REPRESENTATIVE:

Name: Courtland Group LLC
Courtland of South Daytona
Courtney Blackburn
4060 South Francis Avenue
St. Augustine, Florida 32092
703-338-8591
E-mail: Volusiazaxbys@gmail.com

CITY'S REPRESENTATIVE:

Mr. James L. Gillis, Jr.
City of South Daytona
1672 South Ridgewood Avenue
South Daytona, Florida 32119
Tel. (386) 322-3014
E-mail: lgillis@southdaytona.org

Should any party identified above change, it shall be said party's obligation to notify the remaining parties of the change in a fashion as is required for notices herein.

17. **Compliance with the Law.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner/Developer from the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.
18. **Captions.** The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.
19. **Binding Effect.** This Agreement shall run with the land, shall be binding upon and inure to the benefit of the Owner/Developer and their successors and assigns in interest, and the City and their successor and assigns in interest. This Agreement shall become effective upon its execution and recordation with the Public Records of Volusia County, Florida. This Agreement does not, and is not intended to, prevent, or impede the City from exercising its legislative authority as the same may affect the Property.
20. **Subsequently Enacted State or Federal Law.** If either state or federal law is enacted after the effective date of this Agreement that is applicable to and precludes the parties' compliance with the terms of this Agreement, this Agreement and correlating zoning amendment shall be modified or revoked, as is necessary, to comply with the relevant state or federal law.

21. **Severability.** If any part of this Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be affected. To that end, this Agreement is declared severable.
22. **Recordation of Agreement.** The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Developer's expense, in the Public Records of Volusia County, Florida.
23. **Applicable Law/Venue.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue for any litigation relating to this Agreement shall lie exclusively with the Circuit Court of the Seventh Judicial Circuit of Florida, in and for Volusia County, Florida.
24. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement. The Owner/Developer shall execute this Agreement prior to this Agreement being placed on the agenda for final approval by the City Council of the City of South Daytona.
25. **Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings, and agreements, with respect to the subject matter hereof; provided, however, that it is agreed that this Agreement is supplemental to the City's Comprehensive Plan and does not in any way rescind or modify any provisions of the City's Comprehensive Plan. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.
26. **Effective Date.** The Effective Date of this Agreement shall be the day this Agreement is recorded in the Public Records of Volusia County, Florida.

(The remainder of this page is intentionally blank)

IN WITNESS WHEREOF, the Owner, the Developer and the City have executed this Agreement.

OWNER

Signature of Witness # 1

By: _____
xxxxxxx, Authorized

Print or type name

Signature of Witness # 2

Print or type name

STATE OF NEW JERSEY

COUNTY OF MONMOUTH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by _____, as Authorized Person of xxxxx, who [] is/are personally known to me or [] who has/have produced _____ as identification and who did not take an oath.

Signature of Notary

(NOTARY SEAL)

CITY OF SOUTH DAYTONA:

William C. Hall, Mayor

Date: _____

ATTEST:

James L. Gillis, Jr., City Manager

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____, 2025, by William C. Hall, as Mayor, and James L. Gillis, Jr., as City Manager who are personally known to me and acknowledge executing the same freely and voluntarily under authority vested in them by the City of South Daytona.

Signature of Notary

(NOTARY SEAL)

Print or type name

Approved as to form and legality for use and reliance by the City of South Daytona, Florida

Wade C. Vose, City Attorney

Exhibit A. Legal Description

Exhibit A

Legal Description

LOTS 8 TO 10 INC EXC ST RD 5 & LOT 11 ORANGE BLOSSOM PARK BLAKE MB 6 PG 99
PER OR 4431 PGS 4691-4726 INC PER OR 6681 PG 3476 PER OR 6681 PG 3476 PER OR
7265 PG 0691 PER OR 7375 PGS 4670-4671 PER OR 8406 PG 4755

Volusia County Property Appraiser Parcel ID#: 534402000080

Exhibit B. Architectural Plans and Renderings

NO.	DESCRIPTION	MANUFACTURER	FINISH	NOTES
001	CONCRETE		CONCRETE	
002	PAINT		PAINT	
003	GLASS		GLASS	
004	STEEL		STEEL	
005	BRICK		BRICK	
006	WOOD		WOOD	
007	ROOFING		ROOFING	
008	LANDSCAPE		LANDSCAPE	
009	MECHANICAL		MECHANICAL	
010	ELECTRICAL		ELECTRICAL	
011	PLUMBING		PLUMBING	
012	HVAC		HVAC	
013	TELEPHONE		TELEPHONE	
014	DATA		DATA	
015	OTHER		OTHER	

EXTERIOR KEYNOTES	
1	SEE PLAN FOR THE LOCATION OF THE EXTERIOR KEYNOTES.
2	SEE PLAN FOR THE LOCATION OF THE EXTERIOR KEYNOTES.
3	SEE PLAN FOR THE LOCATION OF THE EXTERIOR KEYNOTES.
4	SEE PLAN FOR THE LOCATION OF THE EXTERIOR KEYNOTES.
5	SEE PLAN FOR THE LOCATION OF THE EXTERIOR KEYNOTES.
6	SEE PLAN FOR THE LOCATION OF THE EXTERIOR KEYNOTES.

NO.	DATE	DESCRIPTION
1	07/14/14	ISSUED FOR PERMIT
2	07/14/14	ISSUED FOR PERMIT
3	07/14/14	ISSUED FOR PERMIT
4	07/14/14	ISSUED FOR PERMIT
5	07/14/14	ISSUED FOR PERMIT
6	07/14/14	ISSUED FOR PERMIT

SITE DEVELOPMENT USAGE	
1. SITE USE	RESIDENTIAL
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REVISIONS		
NO.	DATE	DESCRIPTION
1	07/14/14	ISSUED FOR PERMIT
2	07/14/14	ISSUED FOR PERMIT
3	07/14/14	ISSUED FOR PERMIT
4	07/14/14	ISSUED FOR PERMIT
5	07/14/14	ISSUED FOR PERMIT
6	07/14/14	ISSUED FOR PERMIT

SITE LAYOUT PLAN	
PROJECT NO.	14-0001
PROJECT NAME	DAIRY QUEEN
PROJECT ADDRESS	1000 SOUTH RIDGEWOOD AVENUE, DAYTONA BEACH, FL 32114
PROJECT OWNER	DAIRY QUEEN
PROJECT ARCHITECT	CONQUEST ARCHITECTURE
PROJECT ENGINEER	CONQUEST ARCHITECTURE
PROJECT DATE	07/14/14
PROJECT SCALE	AS SHOWN
PROJECT SHEET NO.	6



Business Impact Estimate Form

This Business Impact Estimate Form is provided to document compliance with and exemption from the requirements of Sec. 166.041(4), Fla. Stat. If one or more boxes are checked below under “Applicable Exemptions”, this indicates that the City has determined that Sec. 166.041(4), Fla. Stat., does not apply to the proposed ordinance and that a business impact estimate is not required by law. If no exemption is identified, a business impact estimate required by Sec. 166.041(4), Fla. Stat. will be provided in the “Business Impact Estimate” section below. In addition, even if one or more exemptions are identified, the City may nevertheless choose to provide information concerning the proposed ordinance in the “Business Impact Estimate” section below. This Business Impact Estimate Form may be revised following its initial posting.

Proposed ordinance’s title/reference:

Ordinance No. 2025-03. An Ordinance of the City Council of the City of South Daytona, Florida, adopting a Master Development Agreement for the property located at 1600 South Ridgewood Avenue, Parcel 5344-02-00-0080; establishing principal uses as a National Brand Quick Service Restaurant; providing for codification, conflicts, severability, applicability, and an effective date.

Applicable Exemptions:

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - Development orders and development permits, as those terms are defined in s. 163.3164 and development agreements, as authorized by the Florida

Local Government Development Agreement Act under ss. 163.3220-163.3243;

- Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
- Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Business Impact Estimate:

The City hereby publishes the following information:

- 1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):**

Master Development Agreement for the property located at 1600 South Ridgewood Avenue, Parcel 5344-02-00-0080 as requested by the property owner.

- 2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the municipality, including the following, if any:**

- (a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:**

None.

- (b) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible:**

None.

- (c) An estimate of the municipality's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs:**

None.

- 3. A good faith estimate of the number of businesses likely to be impacted by the ordinance:**

None.

4. Additional information the governing body determines may be useful (if any):

Master Development Agreement for the property located at 1600 South Ridgewood Avenue, Parcel 5344-02-00-0080 for a National Brand Quick Service Restaurant.

Note: *The City's provision of information in the Business Impact Estimate section above, notwithstanding an applicable exemption, shall not constitute a waiver of the exemption or an admission that a business impact estimate is required by law for the proposed ordinance. The City's failure to check one or more exemptions below shall not constitute a waiver of the omitted exemption or an admission that the omitted exemption does not apply to the proposed ordinance under Sec. 166.041(4), Fla. Stat., Sec. 166.0411, Fla. Stat., or any other relevant provision of law.*