

Document prepared by:

Storch Law Firm
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Daytona Beach, FL 32114

Return recorded document to:

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

GRAND PRESERVE COMMERCIAL 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 3.2 +/- 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.

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, survey, date certified July 2, 2019, prepared by Kuhar Surveying & Mapping, LLC.

Exhibit B: PD Plan, rev. date May 28, 2019, prepared by Alann Engineering Group, Inc,

3. DEVELOPMENT PLAN.

A. Developer has designated the Property as "Grand Preserve Commercial Planned Development".

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

- (1) Maximum building height of 35 feet ("ft.");
- (2) Maximum individual building size of 11,400 square ft.
- (3) Minimum Setbacks:
LPGA Blvd. 50 ft.;
All other yards 25 ft.;
- (4) 20% Maximum building coverage;
- (5) 75 % Maximum impervious surface area;
- (6) 1.0 Maximum Floor Area Ratio;
- (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 from top of bank to 2 ft. below the normal water level and then 2:1 to pond bottom;
- (8) Dry retention pond(s) and wet detention pond(s) shall count toward open space requirements;
- (9) Landscape requirements shall meet the 50 foot scenic setback criteria for LPGA Blvd.;
- (10) Landscape Buffers:
LPGA Blvd. 50 ft.; and
All other yards 15 ft.

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.

Principal Uses

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

- Antique store
- Art gallery
- Art, crafts, music, dance, photography, or martial arts studio/school
- Bank or financial institution with drive-through service
- Bank or financial institution without drive-through service
- Book or media shop
- Dry cleaning or laundry drop-off establishment
- Dry cleaning or laundry establishment
- Florist shop
- Furniture or appliance store
- Gift shop or stationery store
- Grocery store
- Home and building supply center
- Jewelry store
- Meat, poultry, or seafood market
- Medical office
- Personal services establishment
- Professional office
- Restaurant without drive-in or drive-through service
- Retail sales establishment
- Shopping center

Accessory Uses/Structures

Accessory uses/structures that are generally permitted by the LDC in association with a permitted principal uses above, are authorized, subject to compliance with the applicable Use Specific Standards set forth in Article 5 of the LDC. However, outdoor storage and display shall not be permitted as a principal or accessory use.

6. INFRASTRUCTURE.

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

B. UTILITIES. Water and sewer service shall be provided by the City of Daytona Beach. All utilities shall be constructed underground. Developer will also provide easements and grants for the installation, maintenance and upkeep of the public utilities including water, sewer, reclaim water, electrical and telephone, as well as cable television and fiber, if available. Water, sewer, reclaim water infrastructure must be constructed to current City standards and consistent with this Agreement. Offsite extensions for water, sewer and reuse shall be provided as required.

7. PROPERTY OWNERS' ASSOCIATION AND COMMON AREA MAINTENANCE.

There will be no common areas in the development.

8. ARCHITECTURAL AND DESIGN STANDARDS.

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

B. All 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 building elevations visible from LPGA Blvd. shall comply with the Exterior Color and Design Standards for Major City Thoroughfares.

9. 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.

10. SIGNAGE.

The PD shall have a uniform sign program, as follows:

A. One monument/ground sign shall be permitted for the Property consistent with Exhibit B (PD Plan), along the frontage facing LPGA Blvd., with a maximum height of 10 feet and a total sign area of 120 square feet. The base of the monument/ground sign shall be constructed of the same materials as the walls of the buildings. The colors of the sign faces shall complement and coordinate with the appearance of the buildings on the Property. Other signage shall be provided consistent with the Business District Sign Schedule.

11. LANDSCAPING.

The PD shall comply with all applicable LDC requirements for buffering, landscaping and tree preservation. However, existing vegetative material and trees within the Grand Preserve Way 10 foot wide landscape easement which adjoin the westerly Property boundary shall be credited toward the planting material necessary to the meet the standards of the LDC.

12. EFFECTIVE DATE; COMPLETION SCHEDULE.

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

B. Application shall be submitted for all construction permits for the development, or for the first phase of a phased development, within 36 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 48 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.

13. **MINOR MODIFICATIONS.**

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

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

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

(a) Structural alterations that do not significantly affect the basic size, form, style, and appearance of principal structures;

(b) Minor changes in the location and configuration of streets and driveways that do not adversely affect vehicular access and circulation on or off the site;

(c) Minor changes in the location or configuration of buildings, parking areas, landscaping, or other site features;

(d) Minor changes in the location and configuration of public infrastructure facilities that do not have a significant impact on the City's utility and stormwater management systems;

(e) Increases of five percent or less in the total number of parking spaces.

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

(a) Modifications, such as to floor area ratios, that increase intensity or density of the entire project or any phase by more than 2%;

(b) Modifications that increase building height or decrease setbacks, yards, or landscaping along the perimeter of the Property by more than 10%;

(c) Modifications that, when combined with previously approved minor and substantial modifications, would result in a cumulative change of more than 20% of the original requirement for the area in question; and

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

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

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

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

14. **AMENDMENTS.**

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.

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.

[Remainder of page intentionally left blank. 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

Marie Williams
Witness 1

Deanna Williams
Print Name of Witness 1

By: Derrick L. Henry
Derrick L. Henry, Mayor

Nahed Iskander
Witness 2

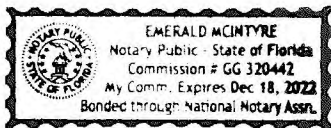
Nahed Iskander
Print Name of Witness 2

Attest: Letitia LaMagna
Letitia LaMagna, City Clerk

Date: 12-19-19

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 19 day of December, 2019 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:

Robin C. Schmidt
Witness 1

Robin C. Schmidt
Print Name of Witness 1

[Signature]
Witness 2

OSTHEINE STORCO
Print Name of Witness 2

Sun Glow Construction, Inc., a Florida corporation

By: Aram Khazraee
Aram Khazraee, President

Date: 12/18/19

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 18th day of December, 2019, by Aram Khazraee as President of Sun Glow Construction, Inc., a Florida corporation, 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.

[Signature]
Notary Public
Commission No. 140754

Approved as to legal form:

By: [Signature]
Robert Jagger, City Attorney

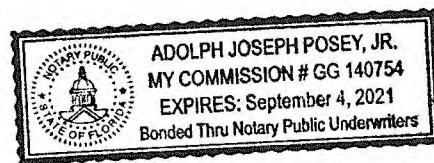


EXHIBIT A

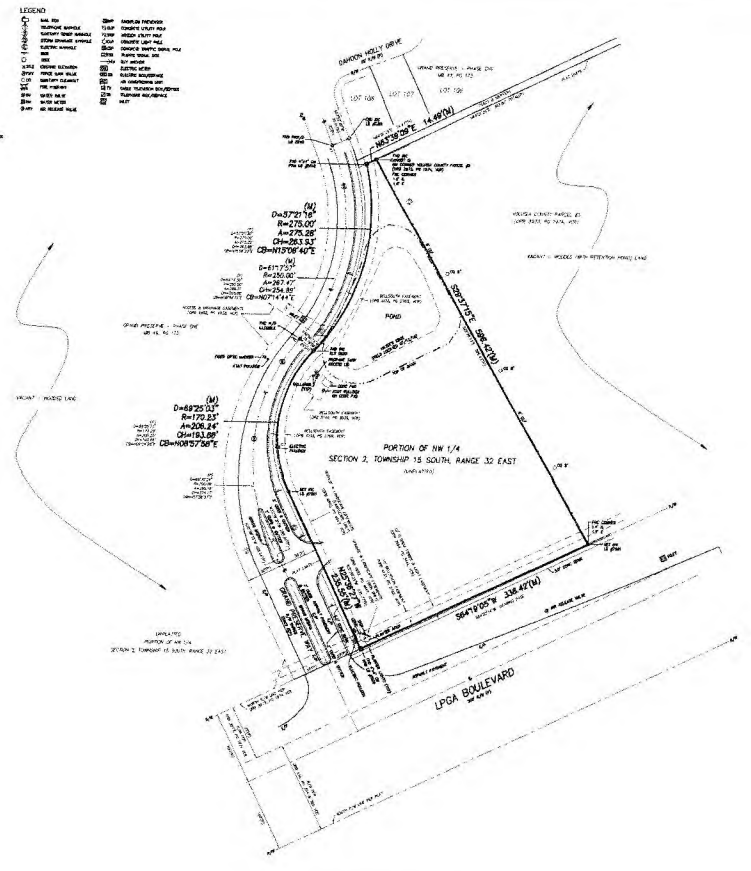
Legal Description and Survey of the Property

LEGAL DESCRIPTION

A PORTION OF SECTION 2, TOWNSHIP 15 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF GRAND PRESERVE WAY (TRACT R) AS SHOWN ON THE RECORD PLAT OF GRAND PRESERVE - UNIT ONE, AS PER MAP RECORDED IN MAP BOOK 49, PAGES 173 - 177, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF LPGA BOULEVARD, A 200-FOOT WIDE RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 534, PAGES 394-395 AND OFFICIAL RECORDS BOOK 3973, PAGE 1974, ALL OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN NORTH 25°38'35" WEST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID GRAND PRESERVE WAY, A DISTANCE OF 235.73 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVED RIGHT-OF-WAY LINE, HAVING A RADIUS OF 170.23 FEET, AN ARC DISTANCE OF 206.25 FEET, HAVING A CENTRAL ANGLE OF 69°25'13"; SAID CURVE SUBTENDED BY A CHORD OF 193.86 FEET BEARING NORTH 09°04'01" EAST, TO THE POINT OF REVERSE CURVATURE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVED RIGHT-OF-WAY LINE, HAVING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 275.22 FEET, HAVING A CENTRAL ANGLE OF 57°20'30"; SAID CURVE SUBTENDED BY A CHORD OF 263.88 FEET BEARING NORTH 15°06'23" EAST, TO AN INTERSECTION WITH THE SOUTHERLY LINE OF AFOREMENTIONED GRAND PRESERVE - UNIT ONE; THENCE DEPARTING THE EASTERLY RIGHT-OF-WAY LINE OF GRAND PRESERVE WAY, RUN NORTH 64°21'25" EAST, ALONG THE SOUTHERLY LINE OF SAID GRAND PRESERVE - UNIT ONE, A DISTANCE OF 14.47 FEET TO THE NORTHWESTERLY CORNER OF THAT PARCEL OF LAND DEEDED FROM INDIGO DEVELOPMENT INC. TO THE COUNTY OF VOLUSIA, AS DESCRIBED IN OFFICIAL RECORDS BOOK 3973, PAGE 1974 (VOLUSIA COUNTY PARCEL), OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE, DEPARTING THE SOUTHERLY LINE OF SAID GRAND PRESERVE - UNIT ONE, RUN SOUTH 29°36'53" EAST, ALONG THE WESTERLY LINE OF SAID VOLUSIA COUNTY PARCEL, A DISTANCE OF 596.43 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED LPGA BOULEVARD; THENCE, DEPARTING THE WESTERLY LINE OF SAID VOLUSIA COUNTY PARCEL, RUN SOUTH 64°21'25" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID LPGA BOULEVARD, A DISTANCE OF 338.42 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, SAID PARCEL ALSO BEING SUBJECT TO A 10-FOOT WIDE FLORIDA POWER & LIGHT COMPANY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 3994, PAGE 3441, AND A 10-FOOT WIDE BELLSOUTH EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 4133, PAGE 2769, ALL OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND ANY OTHER EASEMENTS OR RIGHTS-OF-WAY OF RECORD.

SUBJECT PROPERTY CONTAINS 3.189 ACRES, MORE OR LESS.

[illegible]

SURVEYOR'S REVIEW OF TITLE COMMITMENT NOTES:

THIS SURVEY WAS MADE IN ACCORDANCE WITH A
TITLE COMMITMENT ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE CO.

THE FOLLOWING LISTED ARE THE FOLLOWING COUNTRIES REVEREND
OF THE B-1, B-2, B-3, B-4, B-5, B-6, B-7, B-8, B-9, B-10, B-11, B-12, B-13, B-14, B-15, B-16, B-17, B-18, B-19, B-20, B-21, B-22, B-23, B-24, B-25, B-26, B-27, B-28, B-29, B-30, B-31, B-32, B-33, B-34, B-35, B-36, B-37, B-38, B-39, B-40, B-41, B-42, B-43, B-44, B-45, B-46, B-47, B-48, B-49, B-50, B-51, B-52, B-53, B-54, B-55, B-56, B-57, B-58, B-59, B-60, B-61, B-62, B-63, B-64, B-65, B-66, B-67, B-68, B-69, B-70, B-71, B-72, B-73, B-74, B-75, B-76, B-77, B-78, B-79, B-80, B-81, B-82, B-83, B-84, B-85, B-86, B-87, B-88, B-89, B-90, B-91, B-92, B-93, B-94, B-95, B-96, B-97, B-98, B-99, B-100, B-101, B-102, B-103, B-104, B-105, B-106, B-107, B-108, B-109, B-110, B-111, B-112, B-113, B-114, B-115, B-116, B-117, B-118, B-119, B-120, B-121, B-122, B-123, B-124, B-125, B-126, B-127, B-128, B-129, B-130, B-131, B-132, B-133, B-134, B-135, B-136, B-137, B-138, B-139, B-140, B-141, B-142, B-143, B-144, B-145, B-146, B-147, B-148, B-149, B-150, B-151, B-152, B-153, B-154, B-155, B-156, B-157, B-158, B-159, B-160, B-161, B-162, B-163, B-164, B-165, B-166, B-167, B-168, B-169, B-170, B-171, B-172, B-173, B-174, B-175, B-176, B-177, B-178, B-179, B-180, B-181, B-182, B-183, B-184, B-185, B-186, B-187, B-188, B-189, B-190, B-191, B-192, B-193, B-194, B-195, B-196, B-197, B-198, B-199, B-200, B-201, B-202, B-203, B-204, B-205, B-206, B-207, B-208, B-209, B-210, B-211, B-212, B-213, B-214, B-215, B-216, B-217, B-218, B-219, B-220, B-221, B-222, B-223, B-224, B-225, B-226, B-227, B-228, B-229, B-230, B-231, B-232, B-233, B-234, B-235, B-236, B-237, B-238, B-239, B-240, B-241, B-242, B-243, B-244, B-245, B-246, B-247, B-248, B-249, B-250, B-251, B-252, B-253, B-254, B-255, B-256, B-257, B-258, B-259, B-260, B-261, B-262, B-263, B-264, B-265, B-266, B-267, B-268, B-269, B-270, B-271, B-272, B-273, B-274, B-275, B-276, B-277, B-278, B-279, B-280, B-281, B-282, B-283, B-284, B-285, B-286, B-287, B-288, B-289, B-290, B-291, B-292, B-293, B-294, B-295, B-296, B-297, B-298, B-299, B-300, B-301, B-302, B-303, B-304, B-305, B-306, B-307, B-308, B-309, B-310, B-311, B-312, B-313, B-314, B-315, B-316, B-317, B-318, B-319, B-320, B-321, B-322, B-323, B-324, B-325, B-326, B-327, B-328, B-329, B-330, B-331, B-332, B-333, B-334, B-335, B-336, B-337, B-338, B-339, B-340, B-341, B-342, B-343, B-344, B-345, B-346, B-347, B-348, B-349, B-350, B-351, B-352, B-353, B-354, B-355, B-356, B-357, B-358, B-359, B-360, B-361, B-362, B-363, B-364, B-365, B-366, B-367, B-368, B-369, B-370, B-371, B-372, B-373, B-374, B-375, B-376, B-377, B-378, B-379, B-380, B-381, B-382, B-383, B-384, B-385, B-386, B-387, B-388, B-389, B-390, B-391, B-392, B-393, B-394, B-395, B-396, B-397, B-398, B-399, B-400, B-401, B-402, B-403, B-404, B-405, B-406, B-407, B-408, B-409, B-410, B-411, B-412, B-413, B-414, B-415, B-416, B-417, B-418, B-419, B-420, B-421, B-422, B-423, B-424, B-425, B-426, B-427, B-428, B-429, B-430, B-431, B-432, B-433, B-434, B-435, B-436, B-437, B-438, B-439, B-440, B-441, B-442, B-443, B-444, B-445, B-446, B-447, B-448, B-449, B-450, B-451, B-452, B-453, B-454, B-455, B-456, B-457, B-458, B-459, B-460, B-461, B-462, B-463, B-464, B-465, B-466, B-467, B-468, B-469, B-470, B-471, B-472, B-473, B-474, B-475, B-476, B-477, B-478, B-479, B-480, B-481, B-482, B-483, B-484, B-485, B-486, B-487, B-488, B-489, B-490, B-491, B-492, B-493, B-494, B-495, B-496, B-497, B-498, B-499, B-500, B-501, B-502, B-503, B-504, B-505, B-506, B-507, B-508, B-509, B-510, B-511, B-512, B-513, B-514, B-515, B-516, B-517, B-518, B-519, B-520, B-521, B-522, B-523, B-524, B-525, B-526, B-527, B-528, B-529, B-530, B-531, B-532, B-533, B-534, B-535, B-536, B-537, B-538, B-539, B-540, B-541, B-542, B-543, B-544, B-545, B-546, B-547, B-548, B-549, B-550, B-551, B-552, B-553, B-554, B-555, B-556, B-557, B-558, B-559, B-560, B-561, B-562, B-563, B-564, B-565, B-566, B-567, B-568, B-569, B-570, B-571, B-572, B-573, B-574, B-575, B-576, B-577, B-578, B-579, B-580, B-581, B-582, B-583, B-584, B-585, B-586, B-587, B-588, B-589, B-590, B-591, B-592, B-593, B-594, B-595, B-596, B-597, B-598, B-599, B-600, B-601, B-602, B-603, B-604, B-605, B-606, B-607, B-608, B-609, B-610, B-611, B-612, B-613, B-614, B-615, B-616, B-617, B-618, B-619, B-620, B-621, B-622, B-623, B-624, B-625, B-626, B-627, B-628, B-629, B-630, B-631, B-632, B-633, B-634, B-635, B-636, B-637, B-638, B-639, B-640, B-641, B-642, B-643, B-644, B-645, B-646, B-647, B-648, B-649, B-650, B-651, B-652, B-653, B-654, B-655, B-656, B-657, B-658, B-659, B-660, B-661, B-662, B-663, B-664, B-665, B-666, B-667, B-668, B-669, B-670, B-671, B-672, B-673, B-674, B-675, B-676, B-677, B-678, B-679, B-680, B-681, B-682, B-683, B-684, B-685, B-686, B-687, B-688, B-689, B-690, B-691, B-692, B-693, B-694, B-695, B-696, B-697, B

SURVEYOR'S GENERAL NOTES:

1. BATHS OF REINS ATTRIBUTED WITH THE NORTHERLY RIGHT-OF-WAY LINE OF U.P. & D. BOULEVARD (AS SHOWN) BEING 56'12" IN WIDTH.

2. BATHS ARE NOT CULLED UNDER THE SIGNATURE AND THE ORIGINAL RECORDS OF THE PLANNING DEPARTMENT OF WASHINGTON.

3. UNDERGROUND UTILITIES NOT LOCATED EXCEPT AS SHOWN.

4. UNDERGROUND UTILITIES, IF ANY, NOT LOCATED.

5. UNDERGROUND UTILITIES, IF ANY, ARE RECORDS AND SECURED BY PLANS OTHERWISE NOTED.

6. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS OF RECORD WHICH COULD BE FOUND IN THE COUNTY PUBLIC RECORDS.

7. PROPERTY LIES IN ZONE "C" (C-2) AS SEEN FROM FLOOD INSURANCE RATE MAPS.

8. THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), COMMUNITY NO. 10-125-000-04, IS EFFECTIVE DATE APRIL 15, 2002.

9. THE PLANNING DEPARTMENT OF WASHINGTON HAS SET FOR FORTH IN THE PLANNING BOARD OF PROFESSIONAL SURVEYORS P.O. 10-125-000-04.

10. PLANNING DEPARTMENT OF WASHINGTON HAS SET FOR FORTH IN THE PLANNING BOARD OF PROFESSIONAL SURVEYORS P.O. 10-125-000-04.

11. PLANNING DEPARTMENT OF WASHINGTON HAS SET FOR FORTH IN THE PLANNING BOARD OF PROFESSIONAL SURVEYORS P.O. 10-125-000-04.

12. PLANNING DEPARTMENT OF WASHINGTON HAS SET FOR FORTH IN THE PLANNING BOARD OF PROFESSIONAL SURVEYORS P.O. 10-125-000-04.

13. PLANNING DEPARTMENT OF WASHINGTON HAS SET FOR FORTH IN THE PLANNING BOARD OF PROFESSIONAL SURVEYORS P.O. 10-125-000-04.

CERTIFIED TO:
 ARAM KHAZRAEE
 OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
 COBB COLE, P.A.
 REUNION BANK OF FLORIDA
 SUN GLOW CONSTRUCTION, INC.
 SOUTHERN TITLE HOLDING COMPANY, LLC

I HEREBY CERTIFY THAT THIS SURVEY MEETS
STANDARDS OF PRACTICE AS SET FORTH BY THE
FLORIDA BOARD OF PROFESSIONAL LAND
SURVEYORS PER CHAPTER 56-12.001 THROUGH
12.003, FLORIDA ADMINISTRATIVE CODE.

KENNETH J. KAHN
FLORIDA PROFESSIONAL SURVEYOR/MAPPER #6105

BOUNDARY SURVEY	NO. DATE	FILE OR PLAN
PREPARED FOR: SUN GLOW CONSTRUCTION, INC.		
DAYTONA BEACH, FLORIDA		
DATE OF THIS SURVEY		
DRAWING REFERENCE NO.		
REVISION NO./DATE		
ORIGINAL SURVEY DATE		
07-17-2010		

KUHAR SURVEYING & MAPPING, LLC

1501 ROCKWOOD AVENUE, SUITE 203, WELLS HILL, FLORIDA 32717

Phone: 386-475-4000 386-295-8627 WWW.KUHARSURVEYING.COM

LS (PSM) 6105

EXHIBIT B

PD Plan

