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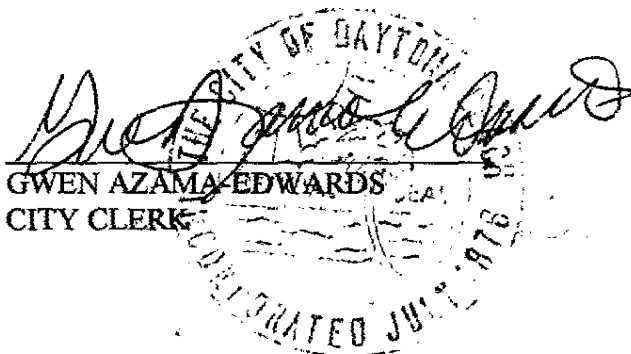
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STATE OF FLORIDA)

COUNTY OF VOLUSIA)

I, GWEN AZAMA-EDWARDS, City Clerk and custodian of the official records of The City of Daytona Beach, Florida, do hereby certify that the attached is a true and correct copy of **Resolution No. 98-425** of the City Commission Meeting dated October 7, 1998, as it appears of record in the files and records of the City Clerk of The City of Daytona Beach.

IN WITNESS WHEREOF, I have hereunto set my hand as such City Clerk and affixed hereto the official seal of The City of Daytona Beach, Florida, on this 7th day of November, 2001.


GWEN AZAMA-EDWARDS
CITY CLERK

ORDINANCE NO. 98-425

AN ORDINANCE AMENDING THE ZONING MAP OF THE LAND DEVELOPMENT CODE TO REZONE 6± ACRES OF PROPERTY LOCATED NORTHWEST OF THE INTERSECTION OF LPGA BOULEVARD AND JIMMY ANN DRIVE FROM RR (MULTIFAMILY RESIDENTIAL) TO PCD (PLANNED COMMERCIAL DEVELOPMENT) ZONING DISTRICT; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A PLANNED DEVELOPMENT AGREEMENT PERMITTING DEVELOPMENT OF THE PROPERTY FOR VARIOUS RETAIL AND COMMERCIAL USES, WITH LIMITED OUTSIDE STORAGE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING WHEN THIS ORDINANCE SHALL TAKE EFFECT.

WHEREAS, property located northwest of the intersection of LPGA Boulevard and Jimmy Ann Drive is currently zoned RR (multifamily residential) district; and

WHEREAS, the property owner, Halifax Habitat for Humanity, Inc., has requested that the City rezone the property to PCD (planned commercial development), and has submitted a Planned Development Agreement permitting development of the property for various retail and commercial uses, with limited outside storage; and

WHEREAS, the Planning Board has reviewed the request and recommended approval of the request.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF DAYTONA BEACH, FLORIDA:

SECTION 1. The Zoning Map of the City's Land Development Code is hereby amended to rezone 6± acres of property located northwest of the intersection of LPGA Boulevard and Jimmy Ann Drive from RR (multifamily residential) to PCD (planned commercial development) district. The property is more particularly described in Exhibit A,

which is attached hereto and made a part hereof.

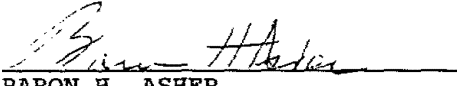
SECTION 2. The Mayor and City Clerk are hereby authorized to execute the Planned Development Agreement attached hereto and incorporated by reference herein, permitting and regulating development of the property described in Section 1 for various retail and commercial uses with limited outside storage.

SECTION 3. A Public Hearing at 7:00 p.m., Wednesday, October 7, 1998, at Daytona Beach Community College, Building 16, Room 112C, 1200 West International Speedway Boulevard, Daytona Beach, Florida, after notice published, is deemed to comply with the Land Development Code (LDC).

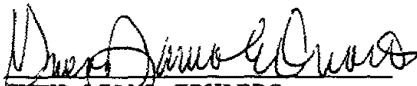
SECTION 4. The City Commission has received the report of the Planning Board determining consistency with the City's Comprehensive Plan and recommending approval of the amendment.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. This Ordinance shall take effect concurrently with Ordinance No. 98-424, amending the City's Comprehensive Plan, in accordance with [REDACTED] 3)(c), Florida Statutes (1997).


BARON H. ASHER
Mayor

ATTEST:


GWEN AZAMA-EDWARDS
City Clerk

Passed on 1st Reading: September 16, 1998
Adopted on 2nd Reading: October 7, 1998

HALIFAX HABITAT VILLAGE
PLANNED COMMERCIAL DEVELOPMENT

PLANNED DEVELOPMENT AGREEMENT

THE CITY OF DAYTONA BEACH, a Florida municipal corporation, (hereinafter referred to as "City") and HALIFAX HABITAT FOR HUMANITY, INC., (hereinafter referred to as "APPLICANT") hereby agree and bind their successors and assigns as follows:

SECTION 1. REZONING

The CITY agrees to rezone the property described in Exhibit "A" from RR (Multi-Family Residential) to PCD (Planned Commercial Development). The conditions and requirements contained in this Planned Development Agreement, including the attachments, shall control the development of this property. This rezoning is consistent with the adopted Comprehensive Plan of the CITY, and promotes the health, safety, welfare, and orderly growth of the community. The APPLICANT shall record this Planned Development in the Public Records of Volusia County, Florida, within ten days (10) of affixing the last signature hereto.

SECTION 2. LEGAL DESCRIPTION OF PROPERTY

The legal description for HALIFAX HABITAT VILLAGE PCD is set forth in Exhibit "A" which is attached hereto and made a part hereof.

SECTION 3. DESCRIPTION OF DEVELOPMENT

(a) General Project Description: The project shall be known as HALIFAX HABITAT VILLAGE PCD. The project site consists of 6.57 acres and shall consist of not more than three parcels. Lot 1 is approximately 3.57 acres in size and shall contain the offices, warehouse, outside storage and commercial store for HALIFAX HABITAT FOR HUMANITY, INC. The office, warehouse and store shall be housed in a 14,000 square foot building, built in phases, along with adequate parking for every 1,000 square feet. The building and paved area will cover approximately 57% of an existing 66 foot Volusia County road right-of-way easement which is expected to be vacated to Applicant.

Lots 2 and 3 may be developed individually as two lots or as a single lot (Exhibit "B").

(b) Permitted Uses: A variety of non-residential uses shall be permitted in this PCD including Retail Sales and Service; Business Services; Professional Services; A1 and A2 Restaurants; Parking Lots; Clubs; Lodges; Day Care centers; Churches, Coin Operated Laundries and Light Vehicular Services.

(c) Dimension and Density Restrictions:

| Zone | <u>LOT AND BUILDING REQUIREMENTS</u> | | | | |
|------|--------------------------------------|------------------------------|--------------------------|----------------------|----------------------------|
| | Min. Lot Area S.F. | Min. Lot Width @ Bldg. | Min. Lot Depth | Min. Front Yard | Min. Side Yard Interior |
| PCD | 65,000 | 150' | 330' | 75' | 0' |
| | Min. Side Yard St. | Min. Rear Yard | Max % of Lot Coverage | Max. Bldg. Height | |
| | 20' | 20' | 65% | 3 stories | |

(d) Landscaping and Buffers: See attached Landscape Plan, Exhibit "E".

(e) Signage shall be limited to the following:

- 1) Habitat Ground Sign: A monument style sign shall be located adjacent to the driveway and entrance into the Habitat building on Lot 1 on LPGA Boulevard. The sign shall have a maximum height of 8 feet from base elevation. The total sign area shall not exceed 120 square feet as depicted as signage A on Exhibit C.
- 2) West Driveway Ground Sign: A monument style sign to be located adjacent to the driveway and entrance into the building(s) on Lots 2 and 3 on LPGA Boulevard. The sign shall have a maximum height of 8 feet from base elevation. The total sign area shall not exceed 168 square feet as depicted as signage B on Exhibit C.
- 3) Each retail facility on Lots 1 and 2 shall have one wall sign as permitted for neighborhood strip shopping centers by the City of Daytona Beach Land Development Code. Each sign shall be constructed at the main entrance of each retail facility.
- 4) All signage shall be coordinated with the architectural building elevations to provide an integrated uniform and attractive appearance.
- 5) Ground signs shall be constructed of aluminum frame, either illuminated or non-illuminated with adequate concrete foundation designed by a registered professional engineer.

(f) Building Styles and Colors shall be consistent with the architectural styles as provided in Exhibit D for office/retail facility. The following materials and colors are stipulated:

- 1) Roof: Spanish style barrel tile on mansard roof.

- 2) Exterior Walls: Stucco or masonry on metal panels.
- 3) Colors: Earth tone and light neutrals with pastel trim/accents.

Single tenant users of Lots 2 and 3 may be permitted to retain the commercial characteristics of their respective commercial enterprise, however, the architectural style shall be compatible with the City of Daytona Beach's overall plan/theme for LPGA Boulevard. Building architecture and colors shall be approved by the Technical Review Committee (TRC) ??? to the Planning Board

(g) Parking:

Parking shall be per the LDC. One loading space will be provided if the warehouse space exceeds 1,000 square feet. An additional area is shown on the plan for future parking, and may be approved by TRC. Cross parking easements will be necessary for Lots 2 and 3 and are hereby referenced. Final approval shall be predicated on Site layout for these lots and final approval will depend on filing of such agreements or easements with the City.

(h) Vehicular and Pedestrian Circulation:

Curbing: All curbing utilized throughout the property shall be uniform type high-back concrete curb.

Lot 1 shall have two entrances and exits. The entrance and exit to LPGA Boulevard shall be a right turn in and right exit out only. The other entrance and exit shall be from Taylor Street to the rear of Lot 1. Lots 2 and 3 shall use a common ingress and egress to LPGA Boulevard. Entrances to County roads will be subject to entrance permits by Volusia County.

(i) Storm Water Drainage System:

- 1) The development's stormwater detention and retention system shall be constructed as approved by the CITY and the St. Johns River Water Management District.
- 2) The CITY shall not assume the responsibility or maintenance for drainage ways or stormwater treatment facilities within the property boundaries.
- 3) The DEVELOPER shall provide for maintenance responsibilities for common stormwater facilities and maintenance fees.

(j) Utilities:

Only connections to existing city utilities located in existing public right of ways is anticipated here and no extensions of said facilities are planned that will require city ownership or maintenance.

(k) Storage Area & Screening

The open storage area behind the Habitat Building on Lot 1 shall be screened with a six (6) foot high wooden fence. Nothing shall be stacked or stored above the height of the fence. The outside perimeter of the fence shall be landscaped as required in the Land Development Code.

SECTION 4. PLATTING

The Planned Development site plan (Exhibit "B" attached to this Agreement) shall be considered as the preliminary plat for the development, and approval of this Planned Development Agreement shall constitute preliminary plat approval. APPLICANT shall submit a final plat and associated documents for review and approval as provided in the LDC.

SECTION 5. PLAN EXHIBITS

The following are included as exhibits to this Planned Development Agreement. A complete set of the actual copies of these exhibits shall be held on file by the City clerk and shall be considered the true and correct copies for the purposes of resolving any disputes. Reduced copies may be included for case of reference, but shall not be valid to the extent that they deviate from the full size copies held by the clerk.

Exhibit "A" - Legal Description

Exhibit "B" - Site Plan

Exhibit "C" - Sign Elevation

Exhibit "D" - Building Elevation

Exhibit "E" - Landscape Plan

SECTION 6. FINAL PLANS AND PERMITS FOR DEVELOPMENT ACTIVITY

Detailed plans, construction specifications, permitting documents, and supporting information as required by the LDC or other applicable regulations shall be submitted to the Technical Review Committee (TRC). All plans and permit applications shall be reviewed and development permits issued in accordance with applicable LDC regulations and standards, except to the extent that such regulations and standards are established or modified by this Planned Development Agreement.

As part of any modification of plans, the APPLICANT shall submit modified landscaping and irrigation plans as required by Article 18 § 2.10, LDC, conforming with the approved site plan.

Identification of new or existing access, utility, and drainage easements shall not entitle the APPLICANT or any agent, employee, or representative to remove or relocate any landscaping without the necessary permits. APPROVAL OF THIS PLANNED DEVELOPMENT AGREEMENT AND EXHIBITS IS NOT A PERMIT TO BEGIN CLEARING. TO BEGIN SITE WORK, OR TO BEGIN CONSTRUCTION WITHOUT NECESSARY PERMITS.

SECTION 7. ACCESS TO THE DEVELOPMENT BY GOVERNMENTAL AGENCIES

All government agencies and their authorized officers having review or approval jurisdiction over the development identified in this Planned Development Agreement shall have the right of free access to the development as necessary in order for them to legally and correctly perform their duties and responsibilities.

SECTION 8. CONCURRENCY DETERMINATION RESERVED.

The APPLICANT acknowledges that the approval of this Planned Development Agreement does not constitute a Concurrency Certificate as required by Article 6 @ 1.3, LDC, and that the APPLICANT will be required to separately obtain a Concurrency Certificate.

SECTION 9. AMENDMENTS TO PLANNED DEVELOPMENT AGREEMENT.

This Planned Development Agreement may be amended as provided in Article 14, LDC.

SECTION 10. DEVELOPMENT SCHEDULE AND EXPIRATION OF DEVELOPMENT RIGHTS.

Submittal of all required plans, specifications, and other documents, all review, and issuance of all City permits shall be completed not later than five (5) years after the approval of this Planned Development Agreement by the City Commission. All improvements shall be completed and Certificates of Occupancy shall be issued within one (1) year after issuance of permits. These deadlines may be extended by action of the City Commission for a period of not more than five (5) years from the date of the initial expiration.

If all permits have not been issued or improvements are not completed within the allotted time all developments rights granted pursuant to this agreement shall automatically expire.

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IN WITNESS WHEREOF, the parties hereto have set their hands this 9th day of OCTOBER, 19 98.

THE CITY OF DAYTONA BEACH

Christine Harold
Carole M. Neal
Witness as to CITY

By: Baron H. Asher
Baron H. Asher, Mayor
Attest: Gwen Azama-Edwards
Gwen Azama-Edwards, City Clerk

HALIFAX FOR HUMANITY, INC.

Bernard H. Strauss
Raymond P. Bouchard
Witness as to APPLICANT

By: Charles R. Young
President
Attest: _____

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 9th day of October, 1998 by Baron H. Asher and Gwen Azama-Edwards who is personally known to me or who has produced _____ as identification and who did (did not) take an oath, and who executed the foregoing instrument for the CITY OF DAYTONA BEACH, and acknowledged to and before me that he/she executed such instrument.

Theodora G. Streetman
Notary Public.

State of Florida as Large
My Commission No. CC 524640
Expires
Theodora G. Streetman
Notary Public, State of Florida
Commission No. CC 524640
My Commission Expires 02/23/00
1-800-3-NOTARY - Fla. Notary Service & Bonding Co.

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 8th day of September,
1998 by CHARLES R. MORX who is personally known to
me or who has produced _____ as identification and who did
(did not) take an oath, and who executed the foregoing instrument for HALIFAX HABITAT
FOR HUMANITY, INC., and acknowledged to and before me that he/she executed such
instrument.

Bernard H. Strasser

Notary Public.
State of Florida at Large
My Commission No.
Expires



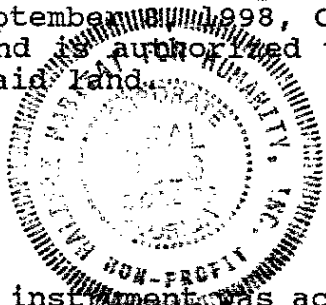
BERNARD H. STRASSER
My Comm Exp. 02/21/2000
Bonded By Service Ins
No. CC528308
☒ Personally Known ☐ Other I.D.

CERTIFICATE OF SECRETARY OF THE CORPORATION

I, Raymond Bouchard, Secretary of Halifax Habitat for Humanity, Inc., a Florida Non-Profit Corporation, do hereby certify as follows:

1. On August 18, 1997, the board of directors of the corporation did pass a resolution authorizing the purchase of land from Chapman S. Root Trust on LPGA boulevard. A copy of said resolution is attached hereto and made a part hereof.

2. As of September 18, 1998, Charles R. Mory is president of the corporation and is authorized to sign all necessary documents to acquire the said land.



Raymond P. Bouchard
RAYMOND P. BOUCHARD, Secretary

The foregoing instrument was acknowledged before me this 24th day of September, 1998, by Raymond Bouchard, who is personally known to me, or who has produced _____ as identification, and who executed the foregoing instrument for Halifax Habitat for Humanity, Inc., as Secretary of the corporation.

Bernard H. Strasser

My Commission expires:

Notary Public, State of Florida



BERNARD H. STRASSER
My Comm Exp. 02/21/2000
Bonded By Service Ins
No. CC528308

☒ Personally Known ☐ Other I.D.

HALIFAX HABITAT FOR HUMANITY, INC.

RESOLUTION REGARDING PURCHASE OF REAL ESTATE

WHEREAS, the Corporation considered it in its best interest to consolidate its home office, thrift store, storage facilities and other aspects of the corporation in one location,

AND WHEREAS the corporation at a duly called meeting of the Board of Directors on August 18, 1997, authorized the President, Charles R. Mory, and the Vice-President, James Phillips, to negotiate a contract with the Chapman S. Root Trust for the purchase of approximately 16 acres of land on LPGA Boulevard, Holly Hill, Florida, more fully described on Exhibit "A" attached hereto and made a part hereof, and for Charles R. Mory as President to sign all instruments necessary to complete the purchase, including, but not limited to all instruments having to do with the contract for purchase and sale, mortgage agreements, notes, and mortgages,

NOW THEREFORE, BE IT RESOLVED:

that the President, Dr. Charles R. Mory, be and is hereby authorized to sign all instruments required in the purchase of the property located on LPGA Boulevard, Holly Hill, Florida in the normal course of business to be signed for the transfer of real estate to the corporation and to sign all notes and mortgages as required and to sign all instruments as described above.

DATED this 18 day of August, 1997.

HALIFAX HABITAT FOR HUMANITY, INC.

BY: Charles R. Mory
Charles R. Mory, President

WITNESS

Sharon Sprenkle
SHARON SPRENKLE
Bernard H. Strasser
BERNARD H. STRASSER

STATE OF FLORIDA
COUNTRY OF VOLUSIA

I, certify that the forgoing resolution was adopted at a regularly call meeting of the Board of Directors on August 18, 1997, and was signed by the president Charles R. Mory.

Sue Hawkins
Sue Hawkins, Secretary

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

AS A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 2, SAID POINT ALSO BEING THE NORTHWEST CORNER OF GOVERNMENT LOT 1, OF SAID SECTION 2; THENCE SOUTH 89 DEGREES 32 MINUTES 28 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 51.1 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THAT PARCEL OF LAND DEEDED FROM CONSOLIDATED-TOMOKA LAND CO. TO WALTER A. HURST, AS DESCRIBED IN DEED BOOK 515, PAGE 404 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 00 DEGREES 11 MINUTES 26 SECONDS EAST ALONG THE WESTERLY LINE OF SAID PARCEL, A DISTANCE OF 1285.38 FEET TO A POINT IN THE NORTHERLY RIGHT OF WAY LINE OF 11th STREET, A 60 FOOT RIGHT OF WAY AS DESCRIBED IN RIGHT OF WAY DEED FROM CONSOLIDATED-TOMOKA LAND CO. TO THE COUNTY OF VOLUSIA, AS RECORDED IN OFFICIAL RECORDS BOOK 534, PAGE 394 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 64 DEGREES 22 MINUTES 14 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID 11th STREET, A DISTANCE OF 636.35 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, RUN NORTH 29 DEGREES 36 MINUTES 04 SECONDS WEST, A DISTANCE OF 330.49 FEET; THENCE NORTH 64 DEGREES 17 MINUTES 30 SECONDS EAST, A DISTANCE OF 374.09 FEET; THENCE NORTH 33 DEGREES 54 MINUTES 08 SECONDS EAST, A DISTANCE OF 318.58 FEET; THENCE NORTH 19 DEGREES 11 MINUTES 39 SECONDS WEST, A DISTANCE OF 288.27 FEET; THENCE NORTH 85 DEGREES 36 MINUTES 32 SECONDS WEST, A DISTANCE OF 328.69 FEET; THENCE NORTH 00 DEGREES 59 MINUTES 08 SECONDS EAST, A DISTANCE OF 544.18 FEET TO THE NORTH LINE OF SAID SECTION 2; THENCE NORTH 89 DEGREES 32 MINUTES 28 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 631.12 FEET TO THE POINT OF BEGINNING, CONTAINING 16.45 ACRES AND BEING SUBJECT TO A 66 FOOT WIDE ROAD EASEMENT AS DESCRIBED IN RIGHT OF WAY EASEMENT FROM CONSOLIDATED-TOMOKA LAND CO. TO THE COUNTY OF VOLUSIA, DATED FEBRUARY 2, 1970, AND RECORDED IN OFFICIAL RECORDS BOOK 1181, PAGE 655 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND ANY OTHER EASEMENTS OF RECORD

EXHIBIT "A"

AFTER RECORDING RETURN TO:

City Clerk
City of Daytona Beach
P.O. Box 2451
Daytona Beach, Florida 32118

For Recording Purposes Only

**AMENDED AND RESTATED HALIFAX HABITAT VILLAGE
RESIDENTIAL PLANNED UNIT DEVELOPMENT AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered into this date of October 15, 2003, by and between the CITY OF DAYTONA BEACH, FLORIDA, a municipal corporation, whose mailing address is 301 South Ridgewood Avenue, P.O. Box 2451, Daytona Beach, Florida 32115 (hereinafter referred to as "City"), TOMOKA COMMERCE CENTER, LLC, a Florida Limited Liability Company, whose address is 900 S. Ridgewood Avenue, Daytona Beach, Florida 32114 (hereinafter referred to as "Co-developer") and HALIFAX HABITAT FOR HUMANITY, INC. whose address is 826 White Street, Daytona Beach, FL 32117 (here in after referred to as "Co-developer"), amends and restates that certain development agreement entered into between The City and HALIFAX HABITAT FOR HUMANITY, INC., recorded at Official Records Book 4772, page 1055, Public Records of Volusia County, Florida.

NOW THEREFORE, in consideration of the agreements, premises, and covenants set forth herein and other good and valuable consideration, the parties agree as follows:

SECTION 1. APPLICABILITY

The property that is the subject of this Agreement (hereinafter "the Subject Property" or "RPUD Property") consists of approximately 18.95± acres, and is legally described in Exhibit A, attached hereto and incorporated by reference herein. The Subject Property consists of a Residential

Component of approximately 9.88 acres, shown on Exhibit A as Parcel AAA, and a Commercial Component of approximately 9.068 acres shown on Exhibit A as parcel BBB.

The terms and conditions of this Agreement, including all exhibits, shall control the development of the Subject Property. In case of conflict between the textual provisions of this Agreement and any Exhibit referenced herein, the textual provisions of this Agreement shall control. Where this Agreement is silent as to any aspect of development, the provisions of the City's Land Development Code (LDC) in effect at the time of development permit shall control. The City affirms that the development proposed in this Agreement is consistent with the City's comprehensive plan.

SECTION 2. DURATION OF THE AGREEMENT

Submittal of all required plans, specifications, and other documents, all review, and issuance of all City permits shall be completed not later than seven (7) years after the approval of this Agreement by the Daytona Beach City Commission. This deadline may be extended by action of the City Commission for a period of not more than five (5) years from the date of the initial expiration (the "Effective Date"). If all of the permits have not been issued or improvements are not completed within the allotted time as specified above, all development rights granted pursuant to this agreement shall automatically expire. The City, at its sole option, may extend the duration of this Agreement

SECTION 3. DEVELOPMENT OF RESIDENTIAL COMPONENT

The Residential Component shall be developed in accordance with the Schedule of Permitted Uses, including the lot and dimensional requirements, set forth in the Land Development Code for RR (multi-family) zoning district. No preliminary plat is submitted or attached at this time for the Residential Component. The Developer of the Residential Component shall submit the preliminary plat, and all other forms such as final plat and site plans as the case may be, in accordance with the LDC prior to commencing construction on the Residential Component.

SECTION 4. DEVELOPMENT OF COMMERCIAL COMPONENT

Development of the Commercial Component shall be subject to the following:

A. Master Plan

The Co-developers shall develop the Commercial Component consistent with the Master Plan, incorporated herein as Composite Exhibit "B." A full-sized copy of Composite Exhibit B shall remain on file in the Office of the City Clerk for the City; a reduced-sized copy of Composite Exhibit B is attached hereto for reference. Composite Exhibit B includes the following documents:

- (1) The Site Plan ("Master Plan") dated 08/12/03, prepared by TOMOKA ENGINEERING;
- (2) Conceptual Architectural Elevations dated 02/06/02 & 06/16/02, prepared by BPF DESIGN, INCORPORATED, as referenced in this Agreement; and
- (3) Landscape Plans dated 08/12/03, prepared by RICHARD TRUITT, LANDSCAPE ARCHITECT, as referenced in this Agreement.

The Master Plan shall be deemed to constitute the preliminary plat for the Commercial Component.

B. Development Uses Permitted

The following uses are permitted: Retail Sales and Service; Business Services; Professional Services; A1 and A2 Restaurants; Parking Lots; Clubs; Lodges; Day Care Centers; Churches, Coin Operated Laundries and Warehouse.

C. Minimum Standards

The following minimum development standards are provided:

| Min. Lot Area S.F. | Min. Lot Width @ Bldg. | Min. Lot Depth | Min. Front Yard | Min. Side Yard Interior |
|-----------------------|------------------------------|-------------------|--------------------|----------------------------|
| 65,000 | 150' | 330' | 75' | 0' |

| Min. Side Yard St. | Min. Rear Yard | Max % of impervious Lot Coverage | Max. Bldg. Height |
|-----------------------|-------------------|-------------------------------------|----------------------|
| 20' | 20' | 65% | 3 stories |

An open-sided employee lunch shelter is permitted within the rear yard setback.

D. Minimum Off-Street Parking Requirements: 3.3/1,000 sq. ft., GFA

E. Architectural Standards:

- (1) All buildings and accessory structures constructed within the Commercial Component shall be generally consistent with the common architectural theme for the Commercial Component, which is established by the Conceptual Architectural Elevations included in the Master Plan. The Co-Developers shall harmoniously coordinate the general appearance of all buildings and structures to be consistent with the common architectural theme. For purposes herein, general appearance includes, but is not limited to, exterior wall finishes or materials; roof styles, slopes and materials, colors, and architectural details and ornamentation.
- (2) All structures within the Commercial Component shall compliment one another and shall convey a sense of quality and permanence.
- (3) Corporate prototype design and materials may be permitted only if they comply with the provisions of this paragraph.
- (4) All structures shall have 4-sided architecture consistent with the Conceptual Architectural Elevations, 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. Each proposed home shall meet or exceed the quality and materials shown in the Conceptual Architectural Elevations.

- (5) Through the site plan technical review process established in the LDC, the City reserves the right of technical review of the proposed construction of all buildings and structures within the Commercial Component for compliance with these architectural standards.

F. Land Use Standards:

No outside display or storage on the Commercial Component shall be permitted, except as shown on the Master Plan, which storage shall be properly shielded by use of a 6-foot high masonry wall.

G. Sign Standards:

- (1) All signage shall be coordinated with the architectural building elevations to provide an integrated uniform and attractive appearance.
- (2) All signage shall be in accordance with the LDC sign regulations for BP Zoning.
- (3) Ground signs shall be constructed of masonry or aluminum frame, either illuminated or non- illuminated with adequate concrete foundation designed by a registered professional engineer.

H. Landscaping and Buffering.

Landscaping shall be installed and maintained consistent with the Landscape Plan included in the Master Plan.

- (1) Review of Final Plans. The final plats and site plans, as applicable, shall include final landscape and irrigation plans in sufficient detail to allow technical review by the City to assure compliance with the requirements of this Section. In addition to all other applicable approvals, no final plat or site plan shall be approved unless the City's landscape architect has approved the final landscape plans for conformance with this Section.
- (2) Irrigation Systems. The Co-developers shall install all required irrigation systems at the time that required landscaping is installed. Required irrigation systems shall be automatic time controlled systems with a rain sensor installed to provide 100% head to head coverage to all landscaping.

I. Timing

The watermain extension along the LPGA Boulevard frontage and the sewage lift station, all as depicted on the Master Plan, shall be completed prior to the issuance of a Certificate of Occupancy for any phase of the Commercial Component.

SECTION 5. PROPERTY OWNERS JOINT USE EASEMENT AGREEMENT

A Joint Use Easement Agreement for the construction and maintenance of shared access, sanitary sewers and stormwater facilities will be necessary for proposed Lots 1 and 2 of the Commercial Component. No certificate of occupancy shall be issued for the Commercial Component until the City has approved the Easement Agreement and the Easement Agreement is recorded in the public records of Volusia County, Florida.

SECTION 6. CONCURRENCY REQUIREMENTS

The City agrees to issue the required permits for the development in the manner defined in the Agreement after having determined it is not contrary to the City's Comprehensive Plan and the LDC. The Co-developers acknowledge that the approval of this Agreement does not constitute a Concurrency Certificate as required by Article 6, §1.3 of the LDC, and that the Co-developers will be required to separately obtain a Concurrency Certificate.

SECTION 7. PERMITS REQUIRED

The Co-developers shall be responsible for obtaining all required development permits. APPROVAL OF THIS AGREEMENT AND EXHIBITS IS NOT A PERMIT TO BEGIN CLEARING, TO BEGIN SITE WORK, OR TO BEGIN CONSTRUCTION WITHOUT NECESSARY PERMITS.

SECTION 8. PHASING

A. General:

The Co-developers shall have the right to develop the RPUD Property in Phases. For each such phase, Co-developers shall submit a final plat if required, or site plan otherwise, and associated

documents for technical review and approval as required per the LDC. As to the commercial component, all final subdivision and final site plans shall be consistent with Composite Exhibit B.

B. Required Improvements:

All improvements necessary to serve a phase prior to the issuance of a certificate of occupancy for that phase.

SECTION 9. BINDING EFFECT

The provisions of this Agreement, including any and all supplementing amendments, and all final site plans and plats, shall bind and inure to the benefit of the Co-developers or their successors in interest and assigns and any person, firm, corporation, or entity who may become the successor in interest to the land subject to this Agreement or any portion thereof and shall run with the land and shall be administered in a manner consistent with the laws of the State of Florida.

SECTION 10. ACCESS TO THE DEVELOPMENT BY GOVERNMENTAL AGENCIES

All governmental agencies and their authorized officers having review or approval jurisdiction over the development identified in this Agreement shall have the right of free access to the development as necessary in order for them to legally and correctly perform their duties and responsibilities.

SECTION 11. APPLICABLE LAW

This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

SECTION 12. CAPTIONS

Captions of the sections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, amplify or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

SECTION 13. SEVERABILITY

If any sentence, phrase, paragraph, provision, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a

separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereof.

SECTION 14. VENUE

In the event of any claim, action, litigation or proceeding under this Agreement, venue shall be in Volusia County, Florida, and no other location.

SECTION 15. ASSIGNMENT

The Co-developers may assign this contract to their successors-in-interest in the property.

SECTION 16. INTEGRATION

This Agreement represents the complete understanding by and between the parties with respect to the development and land uses of the Subject Property. All prior agreements between the parties with respect to any subject comprehended by this Agreement are hereby voided and superseded by this Agreement.

[signatures on following pages]

IN WITNESS WHEREOF, the parties have caused this Agreement to be made and entered into the date and year first above written.

Witnessed by:

CITY OF DAYTONA BEACH

Shirley G. Stickney
Printed Name, Witness 1: Shirley G. Stickney

Deborah E. Foster
Printed Name, Witness 2: Deborah E. Foster

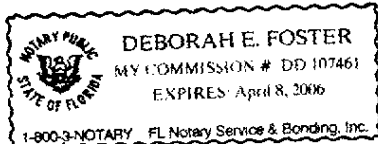
By: Baron H. Asher
Baron H. Asher, Mayor

ATTEST: Jennifer L. Thomas
Jennifer Thomas, City Clerk.

APPROVED AS TO LEGAL FORM:

Robert G. Brown
Robert G. Brown, City Attorney
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 22nd day of Oct, 2003, by Baron H. Asher and Jennifer Thomas, as Mayor and City Clerk for the City of Daytona Beach on behalf of the City. They are personally known to me or produced a Florida Drivers License as identification and did (did not) take an oath.



Deborah E. Foster
Notary Public of the State of Florida

Witnessed by:

TOMOKA COMMERCE CENTER, LLC

Michael Tichy
Printed Name, Witness 1: MICHAEL TICHY

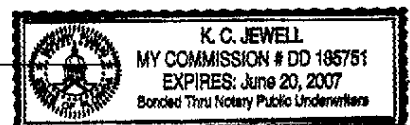
By: Harold J. Burroughs
Harold J. Burroughs, Manager

Kim M. Seamans
Printed Name, Witness 2: Kim M. Seamans

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 22nd day of September, 2003, by HAROLD J. BURROUGHS, who is personally known to me or who has produced a Florida Drivers License as identification and who did (did not) take an oath, and who executed the foregoing instrument for TOMOKA COMMERCE CENTER, LLC, and acknowledged to and before me that he executed such instrument.

K. C. Jewell
Notary Public of the State of Florida



Witnessed by:

HALIFAX HABITAT FOR HUMANITY, INC.

Patrick M. Opalewski
Printed Name, Witness 1: Patrick M. Opalewski

By Philip Maroney President
President

A. Caryll Taylor
Printed Name, Witness 2: A. Caryll Taylor

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 4th day of September, 2003, by Philip MARONEY, who is personally known to me or who has produced a Florida Drivers License as identification and who did (did not) take an oath, and who executed the foregoing instrument for HALIFAX HABITAT FOR HUMANITY, INC., and acknowledged to and before me that he or she executed such instrument.

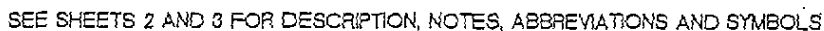
L. Dee Snell
Notary Public of the State of Florida

APPROVED AS TO LEGAL FORM:

Robert G. Brown
Robert G. Brown, City Attorney
STATE OF FLORIDA
COUNTY OF VOLUSIA



L. Dee Snell
Commission #DD147154
Expires: Sep 03, 2006
Bonded Thru
Atlantic Bonding Co., Inc.



CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114
Phone: 313-222-1111 Fax: 313-222-1111
email: tomaka@tomaka-eng.com website: www.tomaka-eng.com

| | |
|--------------------------|-------------|
| PROJECT NO. | T1159TOM |
| DRAWING REFERENCE NO. | 1159-SL3 |
| DATE: | MAY 5, 2003 |
| SHEET NO | 1 OF |

EXHIBIT A

THIS SPACE RESERVED FOR
RECORDING INFORMATION

LEGAL DESCRIPTION

PARCEL "BBB" (BASED ON BOUNDARY SURVEY BY TOMOKA ENGINEERING)

A PORTION OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 15-SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING PART OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 4363, PAGE 1194, ALL OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 5009, PAGE 4402 AND ALL OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 4927, PAGE 1536, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 2, SAID POINT ALSO BEING THE NORTHWEST CORNER OF GOVERNMENT LOT 1, OF SAID SECTION 2; THENCE S89°32'28"W ALONG THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 51.10 FEET TO THE NORTHWEST CORNER OF THAT PARCEL OF LAND DEEDED FROM CONSOLIDATED TOMOKA LAND CO. TO WALTER A. HURST, AS DESCRIBED IN DEED BOOK 515, PAGE 404 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPART SAID NORTH LINE OF SECTION 2 AND RUN S00°11'26"E ALONG THE WEST LINE OF SAID PARCEL FOR A DISTANCE OF 834.43 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE S00°11'26"E ALONG SAID COURSE FOR A DISTANCE OF 450.95 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF LPGA BOULEVARD (PREVIOUSLY KNOWN AS 11TH STREET), A 125 FOOT WIDE RIGHT-OF-WAY AS DESCRIBED IN THE RIGHT-OF-WAY DEED FROM CONSOLIDATED-TOMOKA LAND COMPANY TO THE COUNTY OF VOLUSIA AS RECORDED IN OFFICIAL RECORDS BOOK (ORB) 534, PAGE 394 AND ORB 344, PAGE 329; THENCE S64°22'14"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 686.47 FEET; THENCE DEPART SAID NORTHERLY RIGHT-OF-WAY LINE AND RUN N29°36'04"W 75.18 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF LPGA BOULEVARD (PREVIOUSLY KNOWN AS 11TH STREET) A 200 FOOT WIDE RIGHT-OF-WAY AT THIS POINT AS DESCRIBED IN ORB 3973, PAGE 1974; THENCE S64°22'14"W ALONG SAID NORTHERLY RIGHT-OF-WAY FOR A DISTANCE OF 155.37 FEET TO THE SOUTHEAST CORNER OF A VOLUSIA COUNTY DRAINAGE RIGHT-OF-WAY PARCEL DESCRIBED IN ORB 3973, PAGE 1974; THENCE N29°36'04"W ALONG THE EASTERLY LINE OF SAID DRAINAGE RIGHT-OF-WAY PARCEL FOR A DISTANCE OF 596.43 FEET TO THE NORTHEAST CORNER THEREOF; THENCE N64°22'14"E ALONG THE NORTH LINE OF THAT PARCEL DESCRIBED IN ORB 4927, PAGE 1536 FOR A DISTANCE OF 155.37 FEET TO THE WEST LINE OF THE BLACK CROW MEDIA PARCEL DESCRIBED IN ORB 4774, PAGE 4357; THENCE S29°36'04"E ALONG THE WEST LINE OF SAID BLACK CROW MEDIA PARCEL FOR A DISTANCE OF 341.19 FEET TO THE NORTHWEST CORNER OF THAT PARCEL DESCRIBED IN ORB 5009, PAGE 4402; THENCE N64°17'30"E ALONG THE NORTH LINE OF SAID PARCEL DESCRIBED IN ORB 5009, PAGE 4402 AND ALONG THE SOUTH BOUNDARY OF SAID BLACK CROW MEDIA PARCEL FOR A DISTANCE OF 424.20 FEET, THENCE N33°54'08"E ALONG THE SOUTH LINE OF SAID BLACK CROW MEDIA PARCEL FOR A DISTANCE OF 318.58 FEET, THENCE N19°11'39"W ALONG THE EAST BOUNDARY OF SAID BLACK CROW MEDIA PARCEL FOR A DISTANCE OF 10.96 FEET, THENCE DEPART THE BOUNDARY OF SAID BLACK CROW MEDIA PARCEL AND RUN N89°32'28"E A DISTANCE OF 224.35 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 9.068 ACRES, MORE OR LESS.

TOGETHER WITH ...



LB 22232

TOMOKA ENGINEERING

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976

DAYTONA BEACH

FLAGLER/PALM COAST

Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114

Phone: 386-257-1600

Fax: 386-257-1601

email: tomoka@tomoka-eng.com

website: www.tomoka-eng.com

SKETCH OF
LEGAL
DESCRIPTION

| | |
|--------------------------|-------------|
| PROJECT NO. | T1159TOM |
| DRAWING REFERENCE NO. | 1159-SL3 |
| DATE: | MAY 5, 2003 |
| SHEET NO. | 2 OF 3 |

EXHIBIT A

PARCEL "AAA"

LEGAL DESCRIPTION (BASED ON THIS SURVEY)

THIS SPACE RESERVED FOR
RECORDING INFORMATION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 2,
TOWNSHIP 15 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY,
FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN
THE SPECIAL WARRANTY DEED TO HALIFAX HABITAT FOR
HUMANITY, INC. RECORDED AT OFFICIAL RECORDS BOOK
4363, PAGE 1194 AND BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST
CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 2,
SAID POINT ALSO BEING THE NORTHWEST CORNER OF
GOVERNMENT LOT 1 OF SAID SECTION 2; THENCE
S89°32'28"W ALONG THE NORTH LINE OF SAID SECTION 2
FOR A DISTANCE OF 51.10 FEET TO THE NORTHWEST
CORNER OF THAT PARCEL OF LAND DEEDED FROM
CONSOLIDATED-TOMOKA LAND COMPANY TO WALTER A. HURST
AS DESCRIBED IN DEED BOOK 515, PAGE 404 AND BEING
THE POINT OF BEGINNING OF THIS DESCRIPTION: THENCE
S00°11'26"E ALONG THE WESTERLY LINE OF SAID PARCEL
FOR A DISTANCE OF 834.43 FEET; THENCE DEPARTING SAID
WESTERLY LINE AND RUN S89°32'28"W A DISTANCE OF
224.35 FEET TO THE EASTERLY LINE OF THE BLACK CROW
MEDIA PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 4774,
PAGE 4357; THENCE N19°11'39"W ALONG SAID EASTERLY
LINE FOR A DISTANCE OF 277.31 FEET; THENCE N85°36'32"W
ALONG SAID EASTERLY LINE FOR A DISTANCE OF 328.69
FEET; THENCE N00°59'08"E ALONG SAID EASTERLY LINE FOR
A DISTANCE OF 544.18 FEET TO THE ABOVE SAID NORTH LINE
OF SECTION 2; THENCE N89°32'28"E ALONG SAID NORTH
LINE OF SECTION 2 FOR A DISTANCE OF 631.12 FEET TO
THE POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 9.88
ACRES, MORE OR LESS.

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SURVEYOR'S NOTES

1. BASIS OF BEARINGS: ASSUMED, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF LPGA BOULEVARD
(AS SHOWN) BEING S64°22'14"W.
2. THIS IS A GRAPHIC ILLUSTRATION FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO
REPRESENT A FIELD SURVEY.
3. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON
THIS SKETCH WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF VOLUSIA COUNTY.

ABBREVIATIONS

N/F=NOW OR FORMERLY
S/SECT=SECTION
R/RNG=RANGE
T/TWP=TOWNSHIP
I.D=IDENTIFICATION
(R)=RECORD
(F)=FIELD MEASURED

R/W=RIGHT OF WAY
C= CENTER LINE
PB=PLAT BOOK
PG=PAGE
POB=POINT OF BEGINNING
POC=POINT OF COMMENCEMENT
MB=MAP BOOK

PRM=PERMANENT REFERENCE MONUMENT
PLS=PROFESSIONAL LAND SURVEYOR
PE=PROFESSIONAL ENGINEER
ORB=OFFICIAL RECORD BOOK
(NR)=NON-RADIAL
(RAD)=RADIAL



TOMOKA ENGINEERING

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST

Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114

Phone: 386-257-1600

Fax: 386-257-1601

email: tomoka@tomoka-eng.com

website: www.tomoka-eng.com

SKETCH OF
LEGAL
DESCRIPTION

PROJECT NO. T1159TOM

DRAWING
REFERENCE NO. 1159-SL3

DATE: MAY 5, 2003

SHEET NO. 3 OF 3

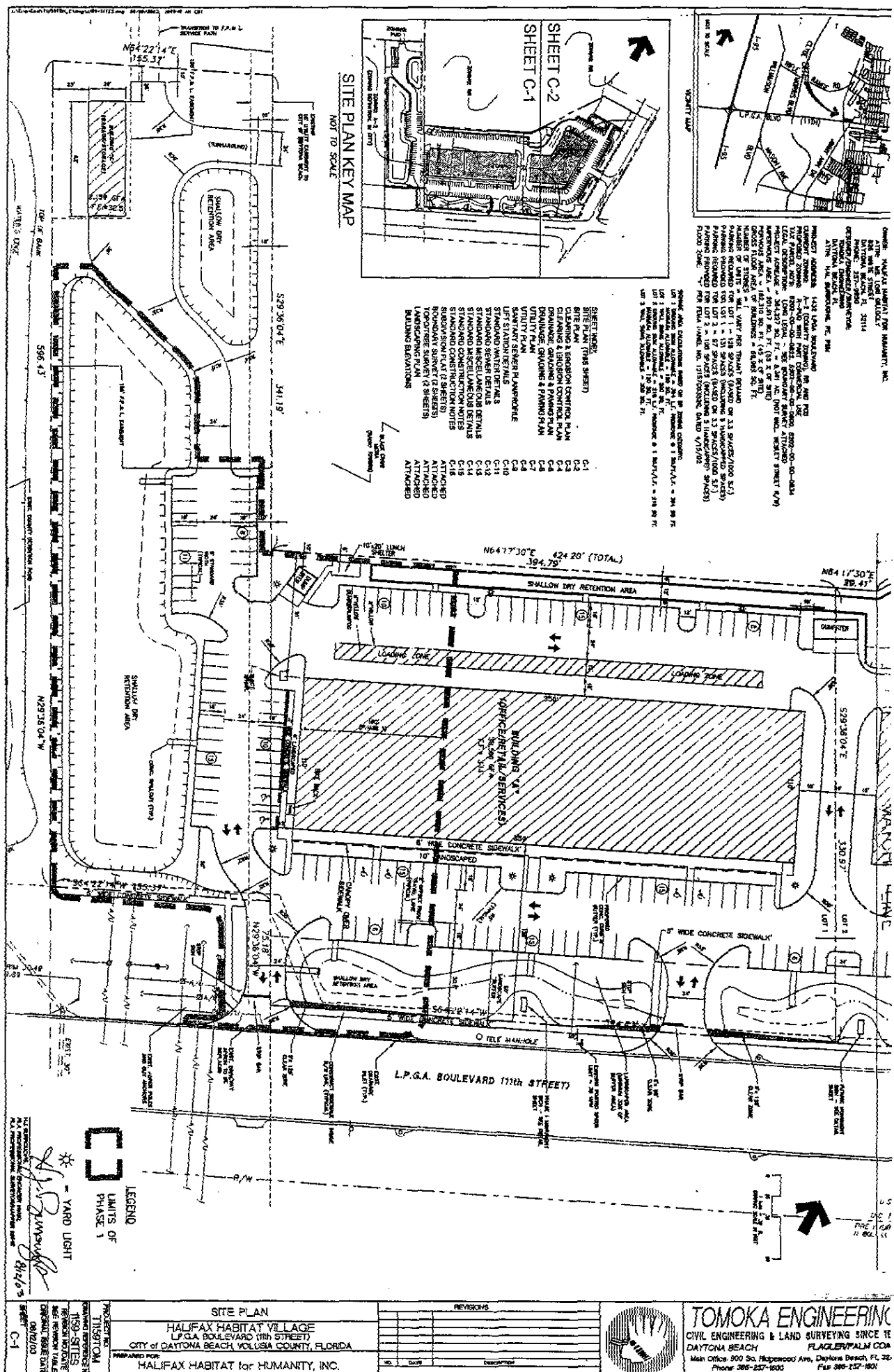


EXHIBIT B

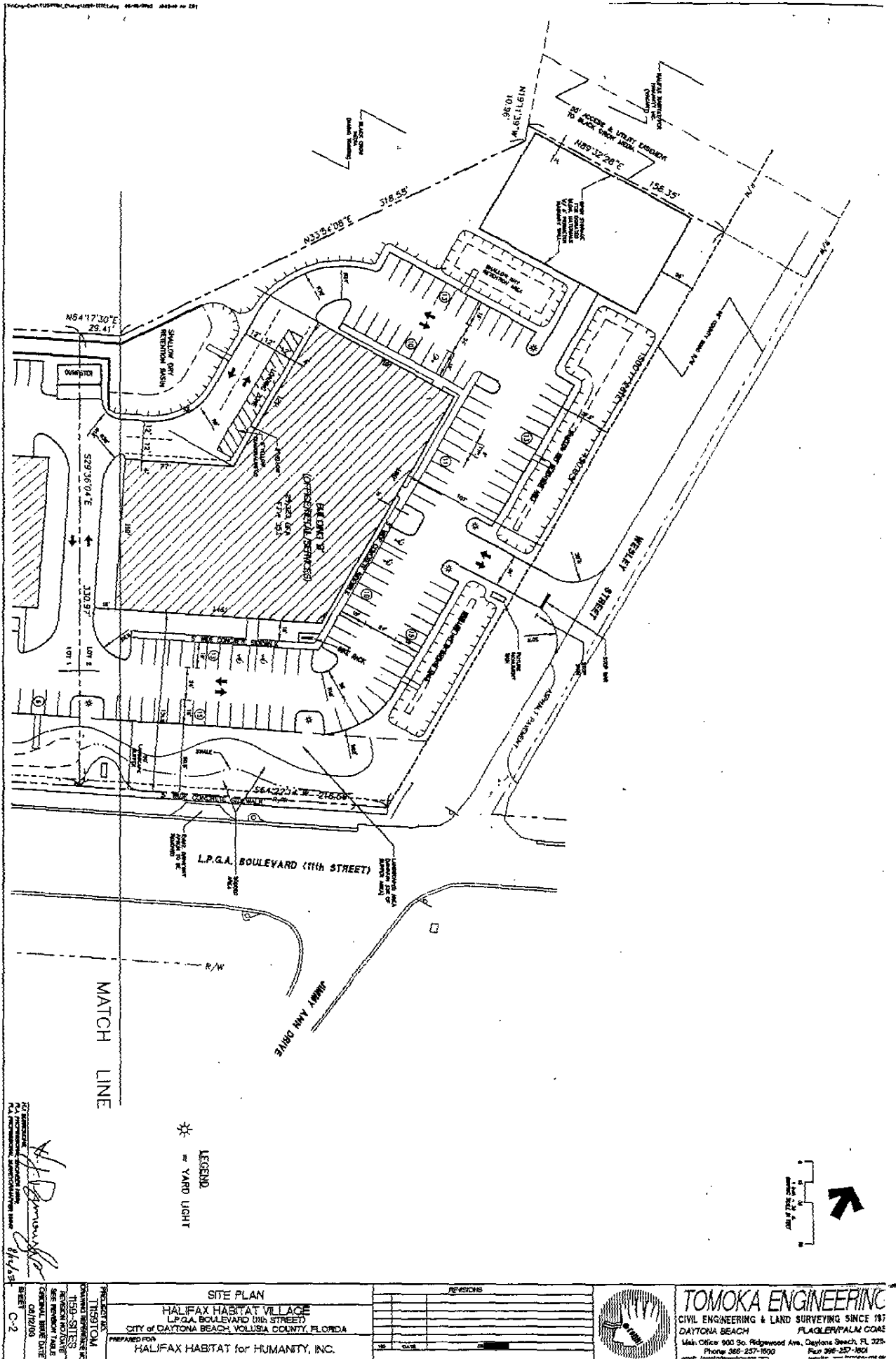


EXHIBIT B

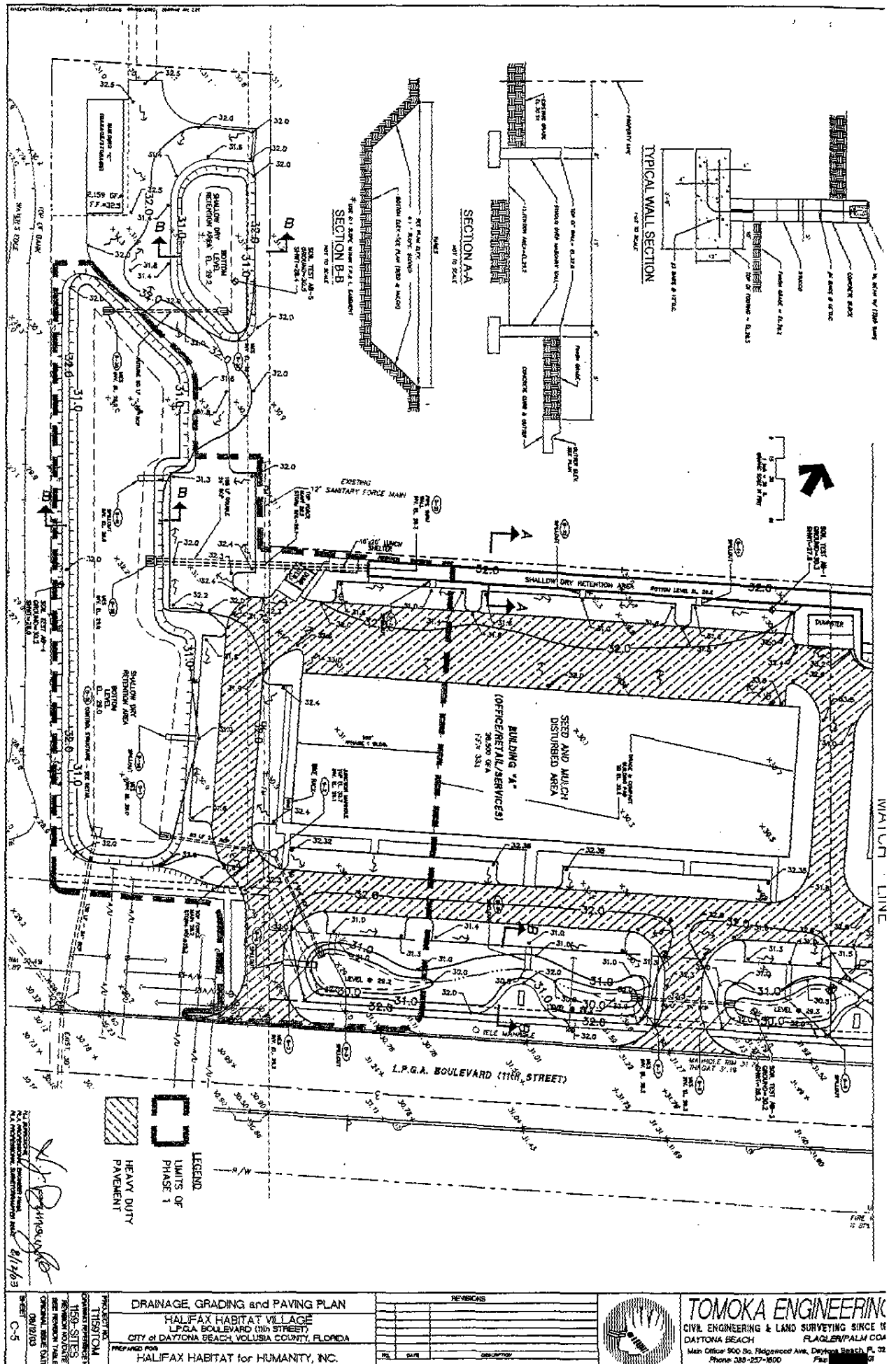
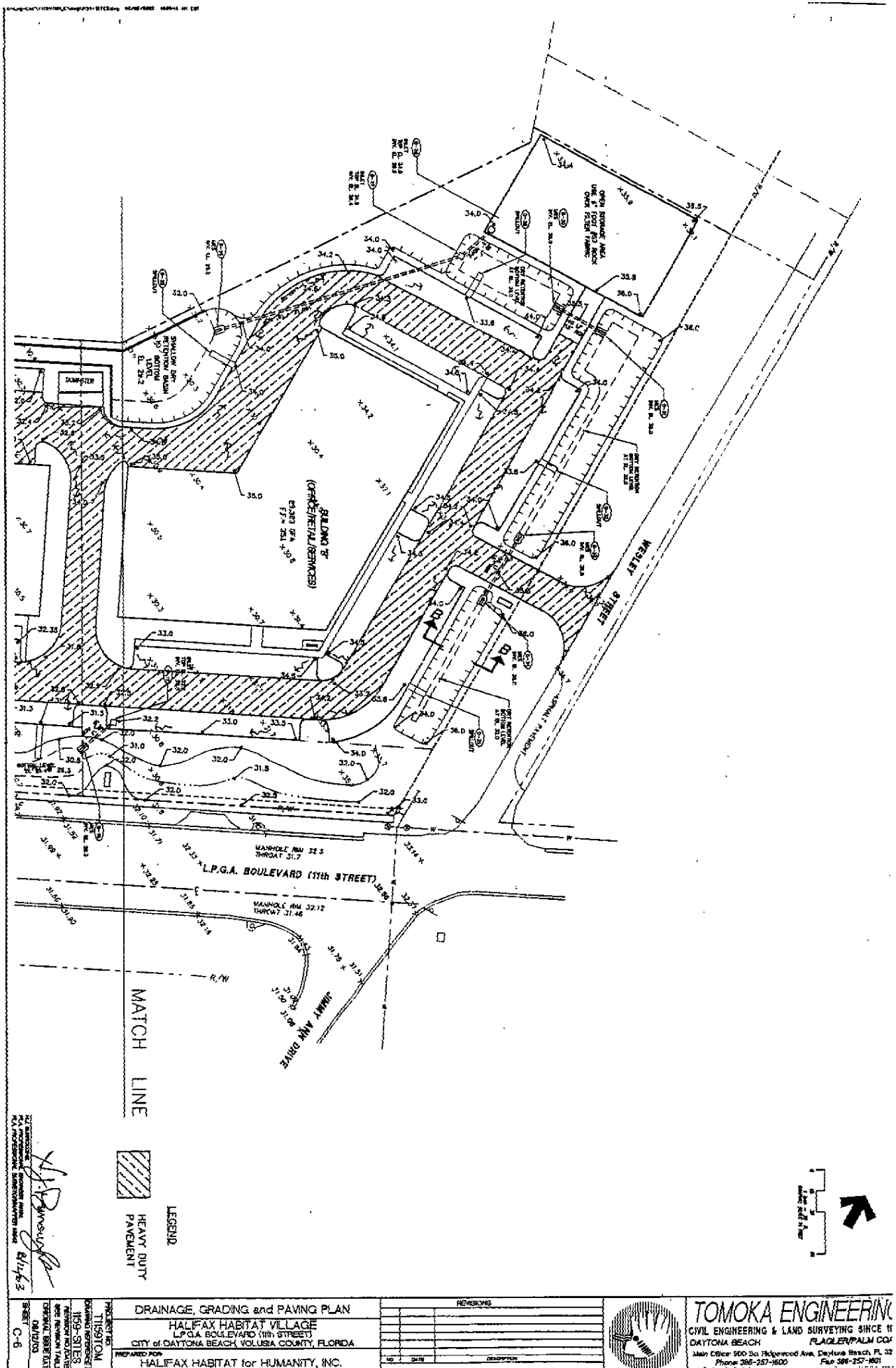


EXHIBIT B



EXIST B

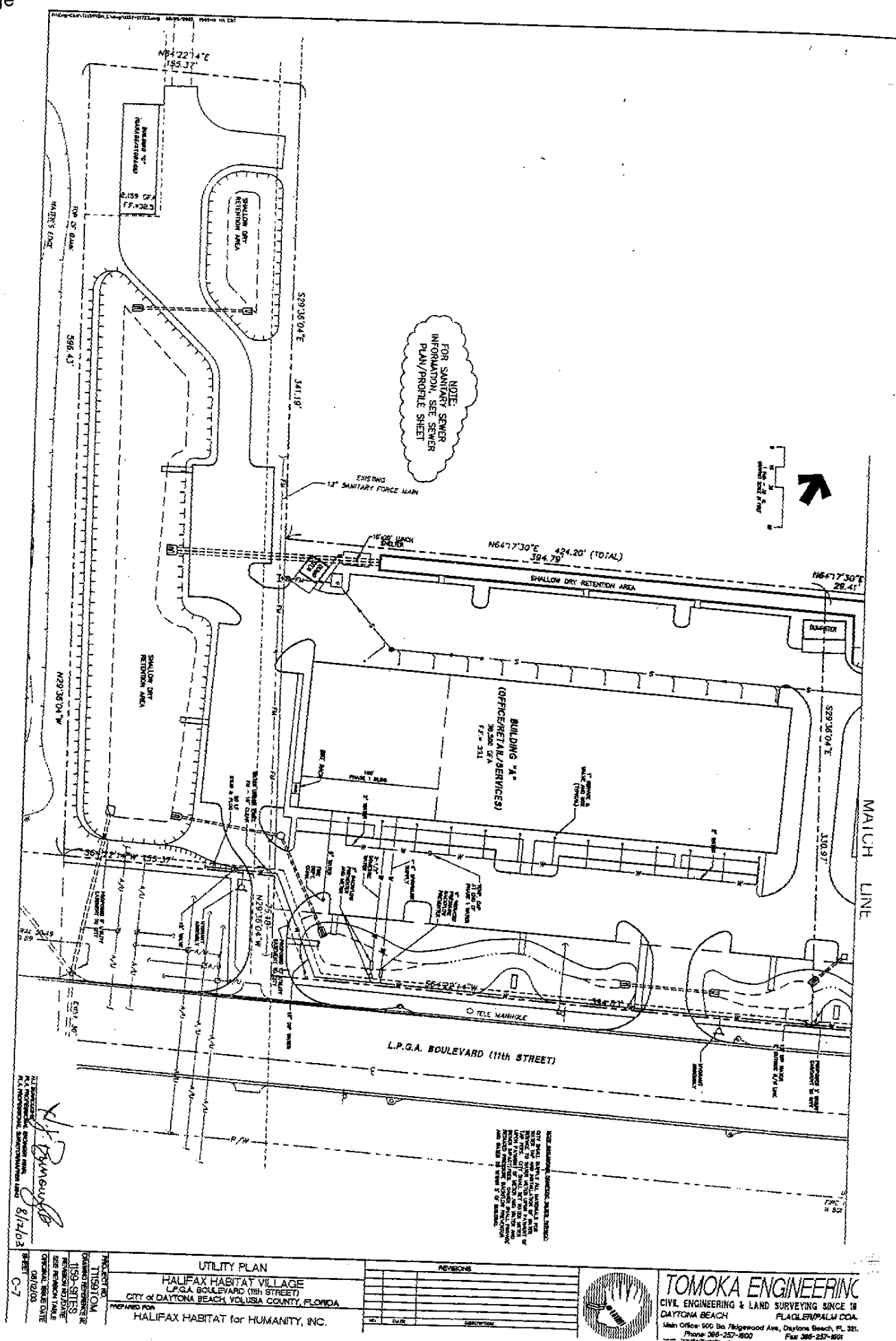


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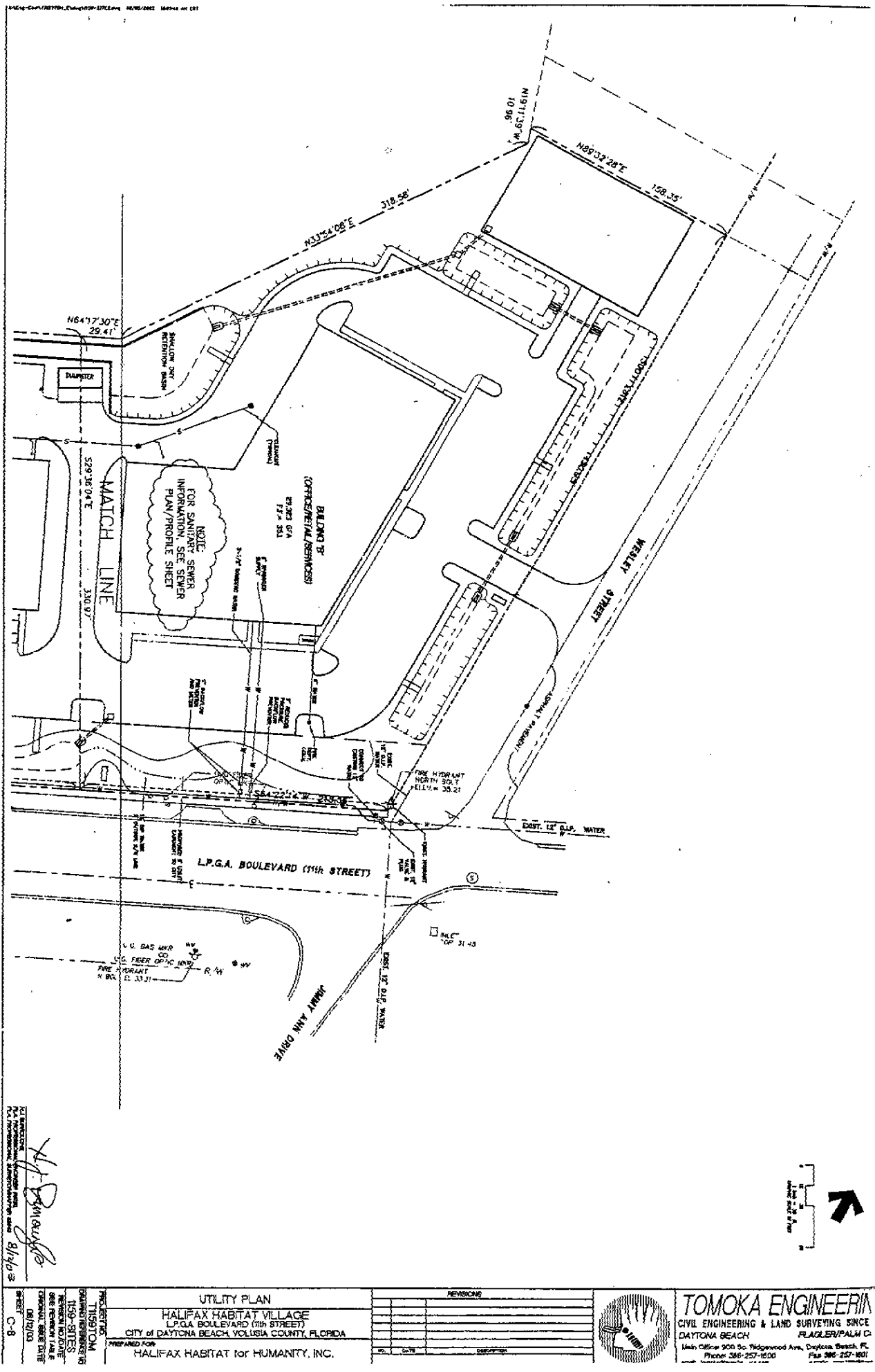
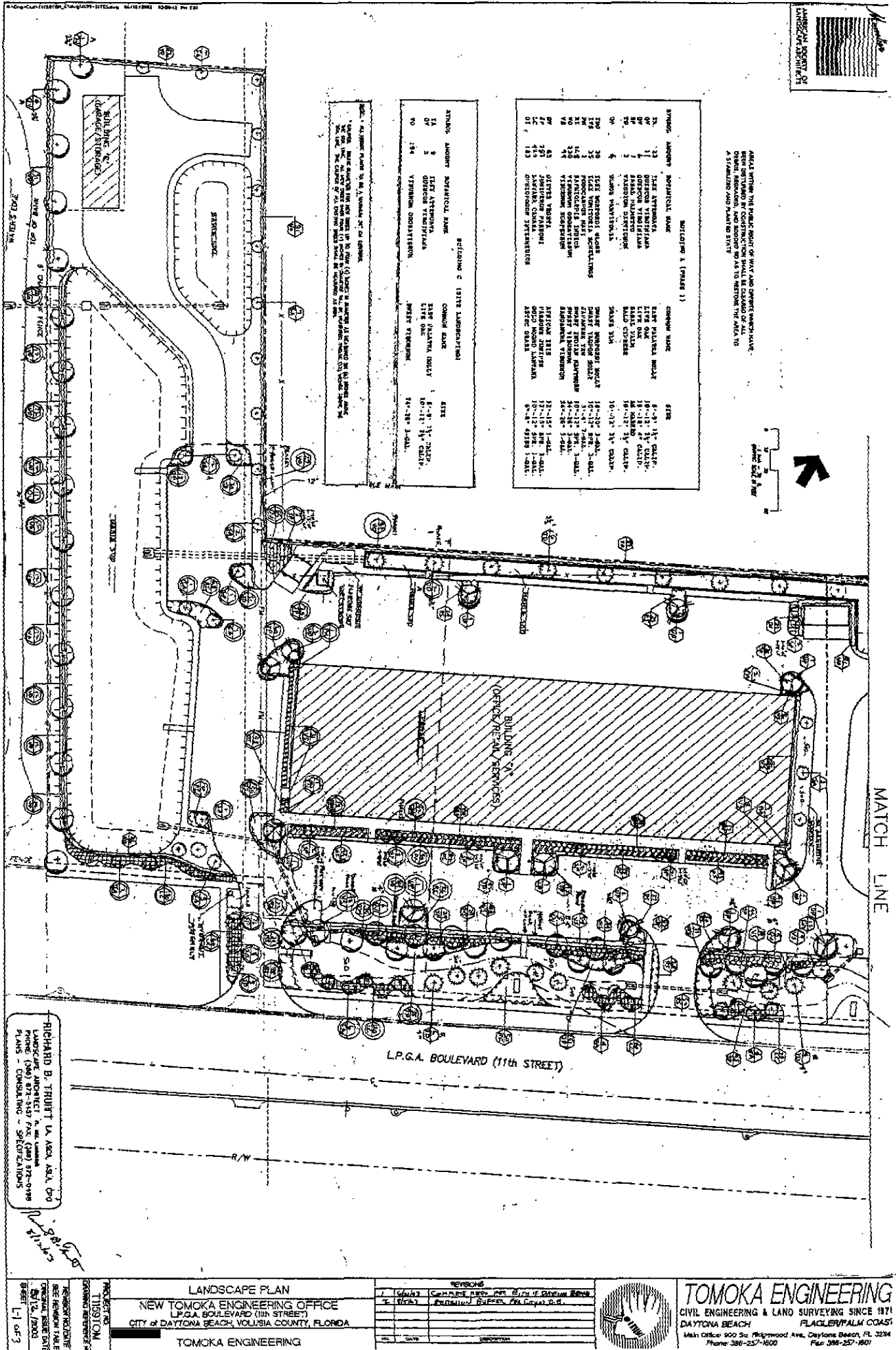


EXHIBIT B



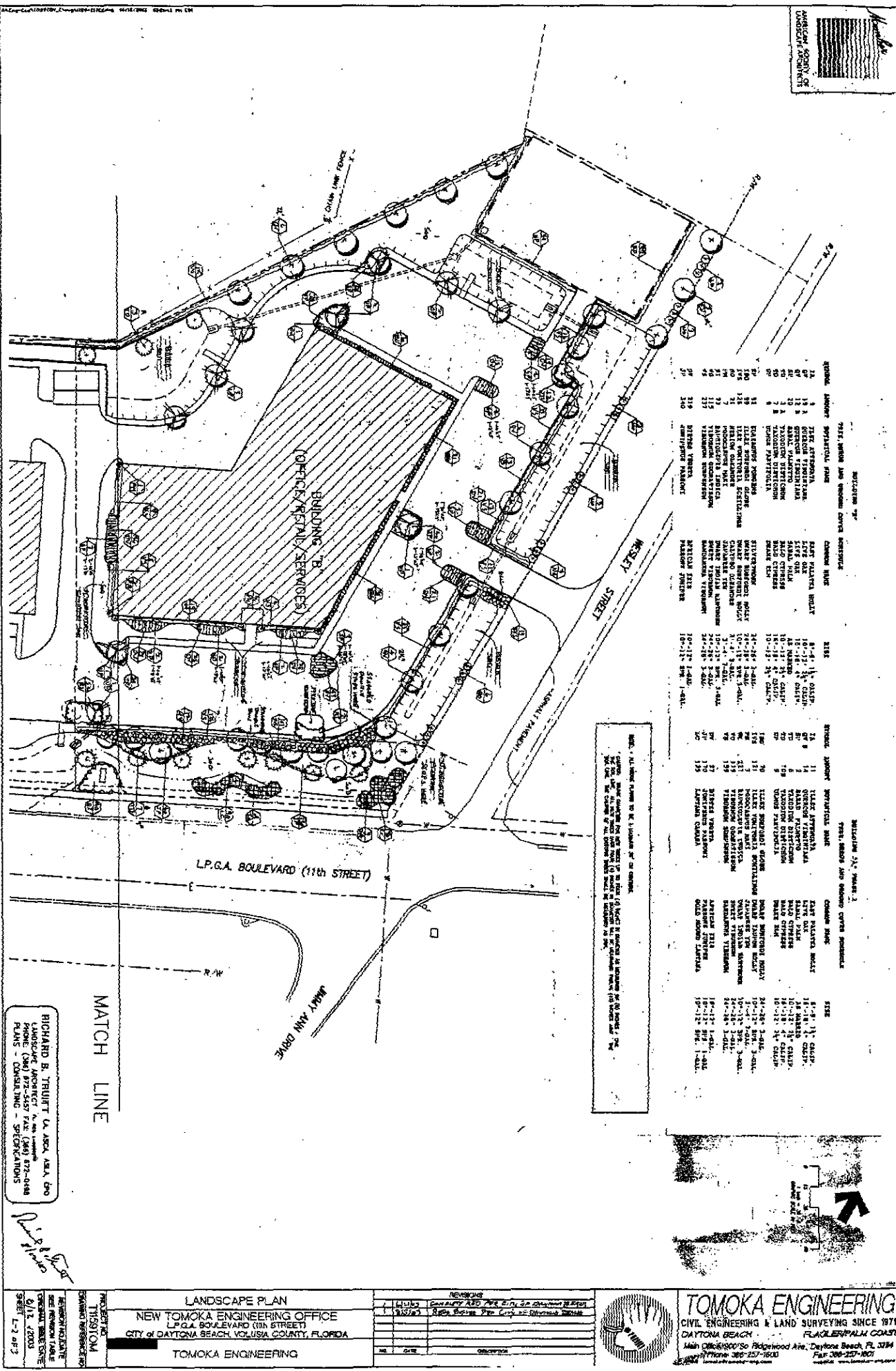
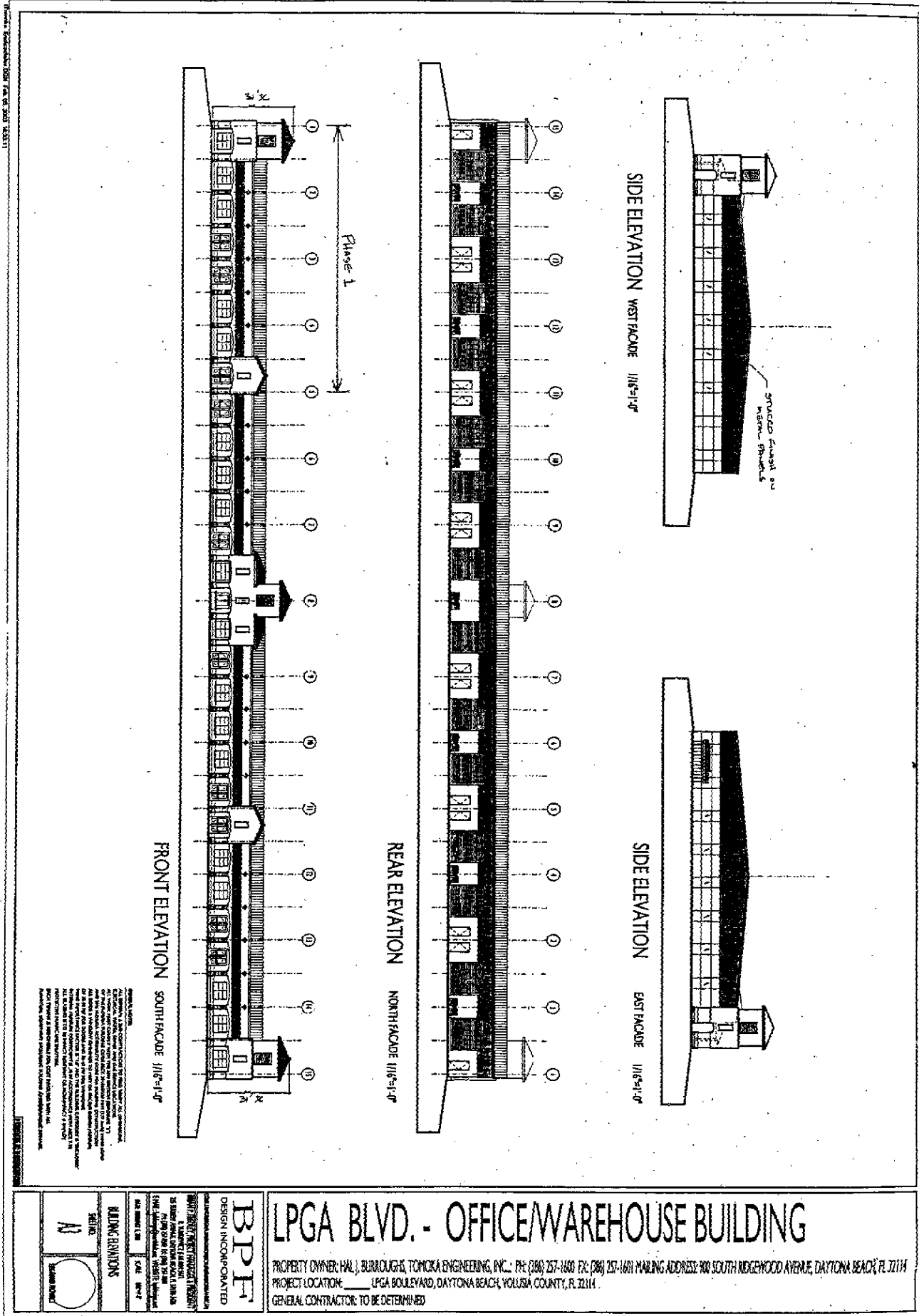


EXHIBIT B

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1978
DAYTONA BEACH, FLORIDA
Main Office: 6100 So. Ridgewood Ave., Daytona Beach, FL 32114
Phone: 386-257-1600 Fax: 386-257-1601
www.tomoka-engineering.com

EXHIBIT B



LPGA BLVD. - OFFICE/WAREHOUSE BUILDING

PROPERTY OWNER: HALL, BURROUGHS, TOMICKA ENGINEERING, INC. - PH: (386) 257-1600 FX: (386) 257-1601 MAILING ADDRESS: 400 SOUTH RIDGEWOOD AVENUE, DAYTONA BEACH, FL 32114
PROJECT LOCATION: LPGA BOULEVARD, DAYTONA BEACH, VOLUNTA COUNTY, FL 32114
GENERAL CONTRACTOR: TO BE DETERMINED

BPH
DESIGN INCORPORATED

3000 N. W. 10th Ave., Suite 100
Fort Lauderdale, FL 33309
Tel: (305) 555-1000
Fax: (305) 555-1001
www.bph.com

DATE: 10/1/00
SCALE: 1/8"=1'-0"

REVISIONS

| | | |
|-----|---------|-------------------|
| NO. | DATE | DESCRIPTION |
| 1 | 10/1/00 | ISSUED FOR PERMIT |



PROPERTY OWNER: HALL BURNDOUGH, TOMCOGA ENGINEERING, INC. PH: (386) 257-1400; FX: (386) 257-1601 MAILING ADDRESS: 908 SOUTH RIDGEMOOD AVENUE, DAYTONA BEACH, FL 32114
PROJECT LOCATION: _____ UFGA BOULEVARD, DAYTONA BEACH, VOLUSIA COUNTY, FL 32114
GENERAL CONTRACTOR: TO BE DETERMINED

BLP
DESIGN INCORPORATED

DESIGN INCORPORATED

© 2005 Blackwell Publishing Ltd, *Journal of Internal Medicine* 258: 105–112

1. **THEORY**

25 HUNTER AVENUE, DARTFORD, KENT DA11 1PB

1. NAME _____

班級：二(1)班

GRACE BUILDING RELATIONS

10

REC-16-90

This Instrument Prepared By:
Robert A. Merrell III, Esquire
Cobb Cole
149 S. Ridgewood Avenue, Suite 700
Daytona Beach, FL 32114

**FIRST AMENDMENT TO THE
AMENDED AND RESTATED HALIFAX HABITAT VILLAGE
RESIDENTIAL PLANNED UNIT DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED HALIFAX HABITAT VILLAGE RESIDENTIAL PLANNED UNIT DEVELOPMENT AGREEMENT (this "First Amendment") is entered into by and between the CITY OF DAYTONA BEACH, a Florida municipal corporation, whose address is 301 S. Ridgewood Avenue, Daytona Beach, Florida 32114 (the "City"), TOMOKA COMMERCE CENTER, LLC, a Florida limited liability company whose address is 1617 Crescent Ridge Road, Daytona Beach, FL 32118, GADSDEN DEVELOPMENT, LLC, a Florida limited liability company whose mailing address is 2500 South Nova Road, South Daytona, FL 32119, and HALIFAX HABITAT FOR HUMANITY, INC., a Florida nonprofit corporation whose address is 1030 W. International Speedway Boulevard, 2nd Floor, Daytona Beach, FL 32114 (collectively, the "Developer").

WHEREAS, The City and Developer entered into the "Halifax Habitat Village Planned Commercial Development Agreement" (the "Agreement") adopted October 7, 1998 and recorded in Official Records Book 4772, Page 1055, Public Records of Volusia County, Florida; and

WHEREAS, the City and Developer entered into the "Amended and Restated Halifax Habitat Village Residential Planned Unit Development Agreement" (the "Amended and Restated Agreement") adopted October 15, 2003 and recorded in Official Records Book 5223, Page 3978, Public Records of Volusia County, Florida; and

WHEREAS, the City granted a five year extension of the Amended and Restated Agreement pursuant to Ordinance No. 11-28, adopted February 2, 2011, extending the Amended and Restated Agreement until October 22, 2015 and

WHEREAS, the property subject to this First Amendment remains unchanged from that of the Agreement as previously amended and restated and consists of approximately 18.95 +/- acres of real property located west of Jimmy Ann Drive and north of LPGA Boulevard within the municipal limits of the City of Daytona Beach, Florida (the "Property"); and

WHEREAS, the Developer proposes this First Amendment to the Amended and Restated Agreement to provide for extension of the Duration of the Agreement contained in Section 2 of the Amended and Restated Agreement; and

WHEREAS, the City is willing to grant Developer's request, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer hereto covenant and bind themselves as follows:

1. The recitals provided above are recognized as true and correct representations and are incorporated herein.

2. Section 2 of the Amended and Restated Agreement is hereby amended and the duration of the Amended and Restated Agreement and requirement for all City permits to be issued not later than seven (7) years after the approval of this First Amendment by the City Commission.

3. Section 3 of the Amended and Restated Agreement is hereby amended as follows:

SECTION 3. DEVELOPMENT OF RESIDENTIAL COMPONENT

The Residential Component shall be developed in accordance with the following permitted uses and lot and dimensional requirements. No preliminary plat is submitted or attached at this time for the Residential Component. The Developer of the Residential Component shall submit the preliminary plat, and all other forms such as final plat and site plans as the case may be, in accordance with the LDC prior to commencing construction on the Residential Component.

Permitted Uses:

Single-family dwellings
Duplexes
Multifamily dwellings

Lot and Dimensional Requirements:

| | |
|-----------------------------|--|
| Minimum Lot Area: | 5,000 sq. ft. |
| Minimum Living Area: | |
| Single-Family Dwelling: | 900 square feet |
| Multifamily Dwelling: | one-bedroom, 450 sq. ft., two-bedroom, 550 sq. ft., three-bedroom, 700 sq. ft. |
| Minimum Lot Width: | 50 ft. |
| Minimum Lot Depth: | 100 ft. |
| Minimum Front Yard: | 20 ft. |
| Minimum Side Yard Interior: | |
| Single-Family Dwelling: | 7.5 ft. |
| Multi-Family Dwelling: | 15 ft. |
| Minimum Side Yard Street: | |
| Single-Family Dwelling: | 15 ft. |
| Multi-Family Dwelling: | 25 ft. |

| | |
|------------------------------|------------------------|
| Minimum Rear Yard: | 25 ft. |
| Maximum Lot Coverage: | 35% |
| Maximum Building Height: | 35 ft. |
| Maximum Residential Density: | 9 units per gross acre |

4. The remainder of the Agreement and the Amended and Restated Agreement not otherwise changed by this First Amendment remain in full force and effect.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have set their hands this 24th day of March, 2016.

WITNESSES:

MURIEL BROWN
MURIEL BROWN
Printed Name

Veronica J. Victory
Veronica J. Victory
Printed Name

THE CITY OF DAYTONA BEACH, a Florida municipal corporation

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

Attest: Letitia LaMagna
Letitia LaMagna, City Clerk

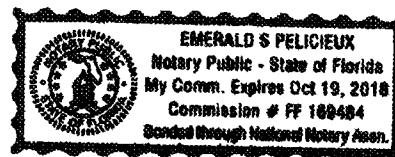
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 24th day of March, 2016, by Derrick L. Henry and Letitia LaMagna, as Mayor and City Clerk, respectively, of the City of Daytona Beach, a Florida municipality, on behalf of the City. They are personally known to me or have produced _____ as identification.

Emerald S. Pelicieux
Notary Public State of Florida at Large
Commission No.: _____
My Commission Expires: _____

Approved as to Legal Form:

Bob Jagger
Bob Jagger, Interim City Attorney



WITNESSES:

Rubine Jarrett
Printed Name

Rubine Jarrett
Printed Name

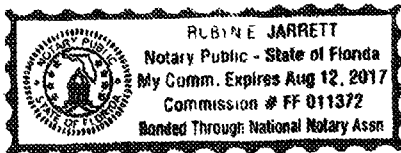
TOMOKA COMMERCE CENTER, LLC, a
Florida limited liability company

By: H. J. Burroughs
Name: HAROLD BURROUGHS
Title: MANAGER

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 3rd day of March, 2016, by Harold Burroughs as Manager, of Tomoka Commerce Center, LLC, a Florida liability company. He/she is personally known to me or has produced _____ as identification.

Rubine E. Jarrett
Notary Public, State of Florida at Large
Commission No.: FF011372
My Commission Expires: 5/12/2017



WITNESSES:

Robyn Jarrett
Robyn Jarrett
Printed Name

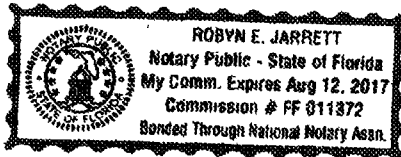
Robyn Jarrett
Printed Name

GADSDEN DEVELOPMENT, LLC, a Florida
limited liability company

By: Rose Ann Tornatore
Name: ROSE ANN TORNATORE
Title: Owner

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 24th day of Feb., 2016, by Rose Ann Tornatore as owner of Gadsden Development, LLC, a Florida limited liability company. He/she is personally known to me or has produced as identification.



Robyn E. Jarrett
Notary Public, State of Florida at Large
Commission No.: FF 011372
My Commission Expires: 8/12/2017

WITNESSES:

Robert Jarrett
Robert Jarrett
 Printed Name

Patricia A. Alayon
Patricia A. Alayon
 Printed Name

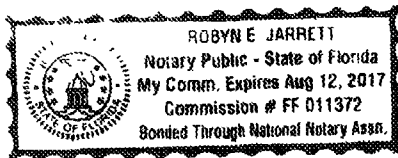
HALIFAX HABITAT FOR HUMANITY, INC., a

Florida nonprofit corporation

By: [Signature]
 Name: Lori M. Gillerly
 Title: Executive Director

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 3rd day of March, 2016, by Lori M. Gillerly, as Exec. Dir., of Halifax Habitat for Humanity, Inc., a Florida nonprofit corporation. He/she is personally known to me or has produced _____ as identification.



[Signature]
 Notary Public, State of Florida at Large
 Commission No.: FF 011372
 My Commission Expires: 8/12/2017