GRAND PRESERVE CONDOMINIUM ASSOCIATION, INC.

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CONDOMINIUM ASSOCIATION, INC.
List of Exhibits

Exhibit A
Landscaping & Irrigation Plans, Legal Description, Site Plan, Surveys

Exhibit B
Floor Plans Bank Bldg, Bldg 1 & 2, Elevations Bank Bldg, Bldg 1 & 2

Exhibit C
As Built Survey & Certification

Exhibit D
Estimated Budget for 2022 & Schedule of Undivided Interests

Exhibit E
Annual Report, Articles of Incorporation,
Amended & Restated Articles of Incorporation, Organizational Action, IRS – Tax ID

Exhibit F
By-Laws of Association

Exhibit G
Free Standing Monument Sign Location
Signage

Exhibit H
St. Johns River Water Management District Permit
SJRWMD Modification to Above Permit

Exhibit I
Access Easement, Bell South Easement 1, Bell South Easement 2, FP&L Easement,
FPL Easement for 2 Transformers to be Located on Property (To Be Provided Later),
Master Drainage Easement, Sign & Landscape Easement

Exhibit J
PD Agreement, Proportionate Fair Share Agreement

DECLARATION OF CONDOMINIUM OF GRAND PERSERVE CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM OF GRAND PRESERVE CONDOMINIUM, a Condominium, is made on the 8th of August 2022, by SUN GLOW CONSTRUCTION, INC., a Florida corporation, hereafter referred to as "Developer", and Developer does hereby make, declare and establish this Declaration of Condominium, hereafter referred to as the "Declaration", as and for the plan of condominium ownership of the land and improvements herein described.

ARTICLE I
ESTABLISHMENT OF CONDOMINIUM

1.1 **Purpose.** The purpose of this Declaration of Condominium is to submit the land described in this instrument together with all improvements constructed thereon and all easements appurtenant thereto, to the condominium form of ownership pursuant to the applicable provisions of Chapter 718 of the Florida Statutes, hereafter referred to as the "Condominium Act", and pursuant to the terms, covenants, and provisions of this Declaration.

1.2 **Name and Address**. The name by which this condominium is to be identified is GRAND PRESERVE CONDOMINIUM, a Condominium, hereafter referred to as the "Condominium". The address for the Bank Building Condominium is 105 Grand Preserve Way, , Building No. 1 is 111 Grand Preserve way Building No. 2 is 107 Grand Preserve Way, Daytona Beach, FL 32117and the office for the Condominium is 763 North Beach St, Ormond Beach FL 32174

1.3 **The Land**. Developer does hereby submit the fee simple title of certain lands owned by Developer lying in Volusia County, Florida as described on "**Exhibit A**" attached hereto and made a part hereof, to the condominium form of ownership, hereafter referred to as the "Land."

ARTICLE II
DEFINITIONS

The terms used in this Declaration shall generally be given their natural, commonly accepted definitions, except as otherwise specified herein, and shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Association and the Land. The following capitalized terms shall be defined as set forth below:

2.1 **Assessment** means a share of the funds required for the payment of Common Expenses which, from time to time, are assessed against each Suite Owner and each Suite.

2.2 **Association** means Grand Preserve Condominium Association, Inc., a non-profit Florida corporation.

2.3 **Awning** means a plastic, canvas, or metal shade supported by a frame placed at the storefront and sides of Bank Building as shown on **Exhibit "B"** for the Bank Building, which shall be treated as a Limited Common Element upon construction.

2.4 **Bank Building** means that Building identified as 105 Grand Preserve Way on Exhibit "A" Site Plan. Also, identified as Suite 100 in the Condominium Declaration Page 4 Paragraph 2.18

2.5 **Bypass and Stacking Lanes** means the asphalt lane adjacent to the Canopy and Stacking Lanes as shown on **Exhibit "B,"** which shall be treated as a Limited Common Element upon construction for the Bank Building.

2.6 **Canopy** means the shaded overhang drive through area attached to Bank Building as shown on **Exhibit "B,"** including the actual structure and all support facilities and all equipment and improvements under and adjacent to the canopy, which shall be treated as a Limited Common Element upon construction.

2.7 **Common Elements** mean and shall include:

a. portions of the Condominium Property, as such term is hereafter defined, which are not included in any of the Suites; and benefit all Suite owners.

b. tangible personal property required for the maintenance and operation of the Common Elements even though owned by the Association; and

c. all property as stated in any easement agreements.

d. the following items which are intended to be a summary of Common Elements but not a complete itemization: exterior parking lights, free standing monument sign, dumpster, retention pond, bicycle storage rack directional and enforcement signs in driveway and parking areas, mailboxes, well water, individual meters and back flows, main 8 inch (8") water meter and backflow preventative, reclaimed irrigation system (or any other irrigation system), landscaping and electric meter for common element electric purposes; and

e. all those items stated in the Condominium Act.

2.8 **Common Expenses** mean the expenses for which Suite Owners are liable to the Association, including but not limited to

a. expenses of maintenance, operation, repair, and replacement of the Common Elements.

b. expenses of management and administration of the Association.

c. expenses declared Common Expenses by provisions of this Declaration or by the Articles of Incorporation or By-Laws of the Association; and

d. any other valid charge against the Condominium Property as a whole.

e. any expense deemed a common expense by the Condominium Act.

2.9 **Common Surplus** means the amount by which all receipts of the Association exceed the amount of the Common Expenses.

2.10 **Condominium Parcel** means a Suite together with the undivided share in the Common Elements and Common Surplus which are appurtenant to the Suite.

2.11 **Condominium Property** means the land described in Paragraph 1.3 above, together with all improvements constructed thereon and all easements appurtenant thereto.

2.12 **Developer** means Sun Glow Construction, Inc., a Florida corporation and any person or entity to which it any assign their respective rights, or who may succeed to its' respective rights by operation of law.

2.13 **Institutional Mortgage** means a mortgage originally executed and delivered to a State or Federal bank, state or federal savings and loan association, credit union, or any other person, firm or corporation acting as a lender, business trust or insurance company authorized to transact business in Florida, creating a mortgage lien on any Suite and its appurtenances.

2.14 **Limited Common Elements** means those Common Elements reserved only for the use of Bank Building or Suite Owner to the exclusion of other Suite Owner's, as specified in this Declaration.

2.15 **Limited Common Element Expenses** means those Common Expenses incurred for Limited Common Elements which are the responsibility of Suite Owner of Bank Building, as specified in this Declaration.

2.16 **ByPass/Stacking Lanes** means the vehicle stacking lanes improved with asphalt adjacent to the Canopy and connecting the parking lot with the Canopy and providing both vehicular and pedestrian ingress, egress, and general access.

2.17 **Suite** means a part of the Condominium Property which is subject to private ownership. The Condominium shall contain three (3) buildings, made up of fifteen (15) Suites, sometimes referred to herein as "Suites". The Suites shall be identified as follows:

Bank Building: Suite 100
Building No. 1: Suite 100, 200, 300, 400, 500, 600, 700, and 800
Building No. 2: Suite 100, 200, 300, 400, 500, and 600

Suites may be further subdivided at developer option; provided Developer complies with all governmental regulations and zoning requirements and provided further that an Amendment to this Declaration is prepared and recorded reflecting the subdivision. Incident to any such subdivision, the Developer may add Common Element property previously located within the subdivided Suites as deemed necessary by the Developer.

2.18 **Suite Owner** means any person, persons, corporation, partnership, trust, or other entity which holds fee simple title to any Suite. The terms "Suite Owner" and "Suite Owner" are intended to be interchangeable.

2.19 **Voting** Member means that Suite Owner (or officer or managing member of a corporate Suite Owner or partner in a partnership owning a Suite or Trustee of a Trust) designated by the owners of a majority interest in a single Suite to cast the vote appurtenant to such Suite as described in Section 4.5a-b.

ARTICLE III
CONDOMINIUM SUBJECT TO RESTRICTIONS, EASEMENTS, AND LIMITATIONS

The Condominium Property shall be, and the same are hereby declared to be subject to, the restrictions, easements, conditions, and covenants described and established herein, covering the use of the Suites and Common Elements, and setting forth the obligations and responsibilities incident to the ownership of each Suite, and its appurtenant undivided interest in the Common Elements

ARTICLE IV
CONDOMINIUM DOCUMENTS AND SUITE LOCATION AND BOUNDARIES

4.1 **Condominium Documents**. This Declaration sets forth the nature of the property rights in the Condominium and the covenants running with the land which govern those rights. This Declaration includes the following attached Exhibits:

a. **Exhibit "A," Exhibit "B,"** and **Exhibit "C"**, contains the survey and site plan of the Condominium Property showing easements appurtenant thereto and a graphic description of the improvements of the Bank Building, Building No. 1 and 2, in which the following Suites are located, together with a floor plan and elevations of the building in which they are located.

Bank Building: Suite 100
Building No. 1: Suite 100, 200, 300, 400, 500, 600, 700, and 800
Building No. 2: Suite 100, 200, 300, 400, 500, and 600

Exhibit "A" also contains the certificate of a Professional Land Surveyor authorized to practice in the State of Florida certifying that the construction of improvements is substantially complete in accordance with all Exhibits.

b. **Exhibit "D"** is Schedule of Undivided Interests.

c. **Exhibit "E"** is the Articles of Incorporation of the Association.

d. **Exhibit "F"** is the By-Laws of the Association.

e. **Exhibits "H," "I"** and **"J"** are a schedule of independent exhibits which relate to property restrictions and easements.

f. **Exhibit "D"** is the Estimated Operating Budget of the Association.

g. **Exhibit "E"** is the Organization Action for the Association.

h. **Exhibit "G"** is the Sign Allocation Designation for the Association.

4.2 **Suite Location and Numbering.** The Condominium Property shall include fifteen (15) Suites shown on **Exhibit "A"**, **Exhibit "B"** and **Exhibit "C"**, respectively identified as follows:

Bank Building: Suite 100
Building No. 1: Suite 100, 200, 300, 400, 500, 600, 700, and 800
Building No. 2: Suite 100, 200, 300, 400, 500, and 600

The identifying number for each Suite is also the identifying number for the Condominium Parcel of which said Suite is a part.

4.3 **Boundaries**. The boundaries of each Suite shall be as follows:

a. **Perimetrical Boundaries**. The perimetrical boundaries of each Suite shall be the vertical planes of the unfinished interior surface of the walls bounding the Suite extended to their intersection with each other and with the upper and lower boundaries. For purposes of this Declaration, the walls bounding the Suite include the party wall between adjoining suites.

b. **Lower Boundary**. The lower boundary of each suite shall be the horizontal plane of the upper unfinished surface of the floor slab extended to its intersection with the perimetrical boundary.

c. **Upper Boundary**. The upper boundary of each Suite shall be the horizontal plane of the lower unfinished surface of the ceilings which are visible from within the Suites, extended to its intersection with the parametrical boundary.

4.4 **Alteration of Suites.**

a. Interior. Any Suite Owner may without any prior consent alter, relocate, or remove any interior walls and partitions which are not load bearing and which do not constitute a party wall between Suite (Suite separation wall) or contain any utilities or duct work serving another Suite. Dropped ceilings may also be raised without any prior consent if this can be accomplished without interfering with utilities or duct work serving another Suite. No wall or partition which is load bearing or which constitutes a party wall or contains utilities or duct work serving another Suite and no ceiling containing utilities or duct work serving another Suite shall be altered, relocated or removed without the prior written consent of the Board of Directors of the Association and all other Suite Owners whose suite is served by the affected utilities or duct work. Boundaries between Suites may not be relocated other than as described in 2.12 above. Alteration of the perimetrical boundaries of any Suite shall be evidenced by an amendment to the Declaration of Condominium, consistent with Paragraph 14.2, executed by all affected Suite Owners 'and by all holders of mortgages encumbering affected Suites with the formality of a deed, which amendment shall include a survey and site plan showing the boundary changes certified by a licensed Florida land surveyor. Upon any relocation of boundaries, the percentage of Common Elements, Common Surplus, and Common Expense appurtenant to each Suite shall be that proportion which the area of such Suite bears to the total areas of all Suites. Any Suite Owner altering, relocating, or removing any wall or partition shall be fully liable and responsible for the prompt repair of any damage to the Common Elements or the other Suite which may be caused by or result from such alteration, relocation, or removal.

b. **Exterior.** Unless otherwise permitted by this Declaration, no alteration to the exterior of a Condominium Parcel or the Common Elements shall be permitted without the agreement of all Owners of all Suites located upon the Condominium Property. Any such alteration of the exterior shall be evidenced by an Amendment to the Declaration of Condominium as provided in Paragraph 4.4(a) above.

4.5 **Appurtenances**. The ownership of each Suite shall include, and there shall pass with each Suite as appurtenances thereto, whether or not separately described, all of the rights, title, and interest of a Suite owner in the Condominium Property, which shall include, but not be limited to:

a. **Common Elements and Liability for Common Expenses**. The Common Elements comprise any portion of the Condominium Property other than individual building. The right to use the Common Elements in common with the other Suite Owners is granted to all Suite Owners. Each Suite Owner shall own an undivided share of the Common Elements of the Condominium and of the Common Surplus of the Condominium and shall bear a proportionate share of the Common Expenses for operation and maintenance of the Condominium. The undivided share in the Common Elements and common Surplus appurtenant to each Suite is based on square footage and is designated and set forth in **Exhibit "D"** attached hereto. The proportionate share of the Common Expenses for each Suite shall be identical to the undivided ownership share of each Suite owner in the Common Elements. Their percentage of Common Elements, Common Surplus and Common Expense is based upon a total of 24,016 square feet, further broken down with Bank Building having 5,934 square feet, Building No. 2 having 6,690 square feet, and Building No. 1 with 11, 392 square feet, as shown on **Exhibit "D"**. The aforementioned percentages of Common Elements, Common Surplus and Common Expensed shall be appurtenant to each Suite.

b. **Association Membership and Voting.** Each Suite Owner shall be a member of the Association. On all matters upon which the membership shall be entitled to vote, there shall be 24.7% ownership for the Bank Building with 1 Suite and 25 total votes (25 total vote for each Suite), 27.9% ownership for Building 1 with 8 Suites and 47 total votes (5.9 Vote for each Suite); ownership for Building 2 with 6 Suites and 28 total votes (4.6 Vote for each Suite) and 47.4% to each Building which vote shall be weighted based upon the percentage of ownership as reflected in **Exhibit "D"**. This distinction is necessary because the size of the Suites vary significantly. In the event of a dispute on any matter voted on by the Membership, the vote cast by a majority based on the percentage of ownership shall prevail.

c. **Limited Common Elements.** Awning, Bypass, Stacking Lanes and Canopy, shall be Limited Common Elements appurtenant to the Suite making up Bank Building upon completion of construction as specified in Section 6.1(c). which are the responsibility of Suite Owner of Bank Building, as specified in this Declaration.

4.6 **Reservation.**

a. The following are expressly provided for and reserved, to wit, and every Suite shall be subject to the following:

i. every portion of a Suite contributing to the support of another Suite, or the Common Elements shall be burdened with an easement of support for the benefit of the Association and the owners and occupants of the supported Suite.

ii. an easement for the location, maintenance, repair and improvement of wiring, plumbing and duct work serving a Suite is reserved through all interior partitions and through all areas within all Suites above any dropped ceiling. This easement shall be for the benefit of the Association and any other Suite Owner or occupant whose wiring, plumbing or duct work passes through such easements.

iii. an easement in favor of the Association, its employees, agents, and independent contractors to install or make necessary repairs to, or replacements of utility services, plumbing, wiring or any portion of the Common Elements, and to perform all obligations and duties of the Association. Any easement or use rights in favor of the condominium property shall inure to the benefit of the Association and all Suite owners.

b. All Suite Owners shall have as an appurtenance to their Suite a perpetual easement for ingress to, and egress from, their Suites over walks, parking areas, driveways and other Common Elements from and to the public streets adjoining the Condominium, and to the use and enjoyment of all Common Elements (including, but not limited to, utilities, and all parking areas as they now exist or hereafter may exist) located in or upon the Common Elements, subject to such rules and regulations as the Association may adopt from time to time. Any easement or use rights in favor of the Condominium Property shall incur to the benefit of the Association and all Suite Owners.

c. All property submitted to condominium ownership by this Declaration and any amendments thereto shall be subject to a perpetual easement for encroachments which now exist or may hereafter exist caused by settlement or movement of any building, and encroachments shall be permitted to remain undisturbed, and such easements shall continue until such encroachment no longer exists.

d. Access Easement recorded at Official records Book "4922" page "4635" Public Records of Volusia County, Florida, a copy of which is attached hereto as part of **Exhibit "I"**

e. Bell South Communication Easement 1 recorded at Official records Book "4133" page "2769" Public Records of Volusia County, Florida, a copy of which is attached hereto as part of **Exhibit "I"**

f. Bell South Communication Easement 2 recorded at Official records Book "5149" page "3539" Public Records of Volusia County, Florida, a copy of which is attached hereto as part of **Exhibit "I"**

g. FPL Easement recorded at Official records Book "3994" page "3441" Public Records of Volusia County, Florida, a copy of which is attached hereto as part of **Exhibit "I"**.

h. FPL Easement for 2 Transformers to be located on Property (To Be Provided Later) and recorded at Official records Book "---" page "---" Public Records of Volusia County, Florida, a copy of which will be attached hereto as part of **Exhibit "I"**

i. Master Drainage System Easement recorded at Official records Book "4992" page "4639" Public Records of Volusia County, Florida, a copy of which is attached hereto as part of **Exhibit "I"**.

j. Signage and Landscape Easement recorded at Official records Book "4992"
page "4647" Public Records of Volusia County, Florida, a copy of which is attached hereto as part of **Exhibit "I"**

k. The property is subject to that certain St. Johns River Water Management District permit number [redacted] regulating the storm water management system and modification for Grand Preserve Permit dated March 21st, 20222 Permit # 83145-2, a copy of which is attached hereto as part of **Exhibit "H"**.

l. Grand Preserve Commercial Planned District Agreement recorded at Official Record book "7794", page "2938", Public Records of Volusia County, Florida, a copy of which is attached as part of **Exhibit "J"**.

m. Proportionate Fair Share Agreement recorded at Official Record book "8229", page "56", Public Records of Volusia County, Florida, a copy of which is attached as part of **Exhibit "J"**.

n. All other matters as may appear in the Public Records of Volusia County, Florida incident to the property.

4.7 **Modification of Water/Sewer Services**. Developer will make every reasonable effort to retain the City of Daytona Beach as the water and sewer service provider. However, if Developer is required to convert water and sewer service from the City of Daytona Beach to another provider, then Developer will cause said conversion to occur at no cost or expense to a Suite Owner. Developer will pay or cause others on Developer's behalf (but not a Suite owner or the Association) to pay any water/sewer conversion expenses. Likewise, any refunds or payments resulting from water/sewer conversion from any source whatsoever shall be paid only to developer and no Suite Owner or the Association shall be entitled to all or any portion of said water/sewer connection refunds or payments. Suite Owners shall be responsible to pay water/sewer service and connection fees and expenses, for monthly service and deposits regardless of the provider. Suite Owners and the Association agree to cooperate with Developer in all respects if conversion of water/sewer service is required. The City of Daytona Beach has provided one (1) 8-inch master water meter for the Condominium Property, and the Developer has additionally provided an individual 1-inch private water meter for each Suite. In addition to all other fees and assessments of the Association, Suite Owners shall be responsible for the payment of costs incurred for water service and usage unless the Board of Directors elects to bill said services and usage as a Common Expense.

4.8 **Development Plan**.

a. There are three (3) building in the Condominium which have or will been constructed. There are fifteen (15) s or Suites in the Condominium. Any additional Suites must be added by an amendment to this Declaration consistent with Florida law. No Suite owner, mortgage holder or other entity may interfere with or otherwise impede Developer in the completion of all development as depicted or as described in this Declaration of Condominium. Remaining Suites may be added, deleted, or modified (consistent with the Declaration) in any order and as may be determined by Developer. After additional Suites are added, the Declaration shall be amended by amending the Surveyor's Certificate, the Budget and any other provisions as may be required and authorized by Florida law. The Amendment will become effective when recorded in the Public Records. No Suite Owner shall be required to join in this amendment.

ARTICLE V
WAIVER OF PARTITION

Any undivided interest in the Common Elements is declared to be appurtenant to each Suite, and such undivided interest shall not be conveyed separately from the Suite, and such interest shall be deemed conveyed, devised, encumbered, or otherwise included with the Suite even though such interest is not expressly mentioned or described in the conveyance or other instrument. Developer, and each subsequent owner of any interest in a Suite and in the Common Elements, by acceptance of any instrument transferring an interest, hereby waives the right of partition of any interest in the Common Elements under the laws of the State of Florida as it exists now or hereafter until this Condominium is terminated according to the provisions hereof or by law.

ARTICLE VI
MAINTENANCE, ALTERATION, AND IMPROVEMENT

6.1 Common Elements.

a. **By the Association**. The maintenance, repair and operation of the Common Elements shall be the responsibility of the Association and the expense associated therewith shall be designated as a Common Expense.

b. **Improvements**. Except for Developer permitted improvements and as provided in Sections 6.l(c), (d) and (e) hereof, there shall be no further improvement of the real property included in the Common Elements without prior approval in writing of all of the Suite Owners. The cost of such work, other than that described in 6.1 (c), (d) and (e), shall not be assessed against any institutional mortgagee that acquires its title as a result of owning a mortgage upon a Suite, unless such mortgagee shall approve the alteration or improvement, and this shall be so whether the title is acquired by foreclosure proceedings or by deed in lieu of foreclosure. The share of any cost not so assessed shall be assessed to the other Suite Owners. There shall be no change in the shares and rights of Suite Owners in the Common Elements hereafter improved, whether or not the other Suite Owners contribute to the cost of such alteration or improvements.

c. **Canopy, Bypass and Stacking Lanes**. The Suite Owner comprising Bank Building may elect to construct the Canopy, Bypass and Stacking Lanes identified on **Exhibit "A," Exhibit "B,"** and **Exhibit "C"** provided that said Suite Owner:

i. pays all costs of construction for the Canopy, Bypass and Stacking Lanes, and local government fees and assessments for same;

ii. complies with all governmental rules and regulations and receives all applicable local government permits; and

iii. provides additional parking spaces, if necessary, to accommodate the construction of the Canopy, Bypass and Stacking Lanes.

The Canopy, Bypass and Stacking Lanes shall be treated as a Limited Common Element of the

Suite comprising Bank Building upon the completion of construction of said improvements. The Suite Owner for Bank Building shall be responsible for all on-going maintenance, repairs, and replacement of all improvements for the Canopy, Bypass and Stacking Lanes, including, but not limited to, ongoing upkeep of all asphalt areas and hydraulic mechanisms or other equipment used to provide services. No permanent storage or parking of vehicles or overnight parking of any kind, nature, or description is authorized within the Limited Common Element area. The Bypass shall remain open for use by Bank Building Suite Owner for vehicular traffic.

d. **Parking Lot and Driveway Improvements**. Unless otherwise modified by 6.1(c) above, all parking areas, driveways, sidewalks and other vehicular or pedestrian access or parking areas may be improved, modified, or expanded by majority vote of the Board of Directors of the Association.

e. **Utility Service**. All utility services may be expanded or supplemented by a majority vote of the Board of Directors of the Association.

f. **Signage**. The Developer shall promulgate rules and regulations regarding exterior signs, both the freestanding monument sign and signage on the exterior of a Suite. All signs including color and styles, must be approved by Developer, and must comply with the applicable ordinances for the City of Daytona Beach. No additional signage shall modify or restriction the signage initially installed by the Developer without the written consent of the Developer and all affected Suite Owners. Freestanding and directional signage utilized by all Suites and the expenses associated therewith shall be designed as a Common Expense. All expenses associated with the construction and utilization of individual Suite identification signage shall be paid by the benefited Suite Owner and shall not be a Common Expense. The Sign Allocation Designation shall not be modified or changed with the expressed written consent of the Suite Owner affected.

g. **Fountains.** The maintenance, repair, and operation by the Association of the fountains in retention ponds and the expenses associated therewith shall be designed as a Common Expense.

h. **Landscaping/Irrigation and Water Well.** The maintenance, repair, and operation by the Association of the landscaping/irrigation and water well and the expenses associated therewith shall be designed as a Common Expense

6.2 Suites.

a. **By the Association**. The Association shall maintain, repair, and replace the following as a Common Expense of the Association:

i. All portions of a Suite, except interior surfaces, contributing to the support of the building containing the Suites, including the party wall between the Suites and all load bearing walls, columns, or structures and roof.

ii. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained within a Suite that service part or parts of the Condominium other than the Suite within which such facilities are contained. This provision excludes from its

coverage any air conditioning compressor facility, refrigerant gas line and appurtenant facility; and also, any other facility for the furnishing of utility services, now or hereafter installed outside any Suite and intended for the purpose of furnishing utility services exclusively to such Suite.

iii. All incidental damage caused to a Suite by reason of the maintenance, repair and/or replacement which is the responsibility of the Association, and such damage shall be promptly repaired by the Association.

iv. Except as otherwise specified in this Declaration, all maintenance and repair of the freestanding sign, directory sign, and all landscaping and irrigation systems and fountains within stormwater ponds.

v. Except as otherwise specified in this Declaration, all parking lot lighting, and all parking lot maintenance and repair including resurfacing and striping and all parking and traffic signs.

b. **By the Suite Owner**. The responsibility of the Suite owner shall include, but not be limited to:

i. All interior portions of a Suite, Maintenance, Repair, Replacement including the replacement.

ii. To maintain, repair and replace at owner's sole cost, all fixtures, mechanical, electrical, and plumbing equipment, such as heating and air conditioning equipment, exterior utility facilities referred to in Section 6.2(a)(iii) hereof, water heaters, appliances, utility connections, and any other item of equipment servicing such owner's Suite. Suite Owners shall also be responsible for the maintenance, repair, and replacement of the interior surfaces of their respective Suites, including wall, floor and ceiling surfaces or coverings, and all other portions of such owner's Suite, except the portions there of specifically maintained and repaired by the Association pursuant to this Declaration.

iii. Not to enclose, paint or otherwise decorate or change the appearance of any portion of the exterior of the building containing the Suites.

iv. To promptly report to the Association any defect or need for repairs, the responsibility for which is that of the Association.

v. To pay for the repair, replacement or maintenance occasioned by owner's negligence as more fully set forth in Section 15.2 hereof.

vi. To promptly maintain and clean all exterior doors and windows.

vii. To pay all fees assessed by the Association.

6.3 **Management and Maintenance**. The Association may enter into a contract with any firm, person, or corporation for the maintenance, repair, and management of the Condominium Property. Such services shall be provided on a basis and in such manner as the Board of Directors of the Association deem advisable. The cost and expense of such services incurred by the Association shall be a Common Expense of the Condominium. The initial management contract

shall be between the Association and the Developer. The Developer shall have the right, at Developer's option, to renew the management contract on the same terms, annually, until all Suites have been sold by the Developer.

ARTICLE VII
ADMINISTRATION OF CONDOMINIUM BY ASSOCIATION

In order to provide for the efficient and effective administration of the Condominium Association by the Suite Owners, a non-profit corporation known as Grand Preserve Condominium Association, Inc. That is organized as a Florida not- for-profit corporation, **Exhibit "E"** and said Association shall administer the operation and management of the Condominium, and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions, and conditions of this Declaration, and in accordance with the terms of the Articles of Incorporation of the Association, its By-Laws and the rules and regulations promulgated by the Association from time to time. A true copy of said Articles of Incorporation and By-Laws setting forth voting rights and other pertinent matters are attached hereto and expressly made apart here of as **Exhibits "E"** and **Exhibit "F,"** respectively. The owner or owners of each Suite shall automatically become members of the Association upon his, their, or its acquisition of an ownership interest in the title to any Suite, and the membership of such owner or owners shall terminate automatically upon such owner or owners being divested of title to such Suite, regardless of the means by which such ownership may be divested. No person, firm or corporation holding any liens, mortgage or other encumbrance upon any Suite shall be entitled, by virtue of such lien, mortgage or other encumbrance to membership in the Association or to any of the rights, privileges, or duties of such membership provided, however, that nothing herein shall be construed as prohibiting the membership in the Association of an institutional mortgagee which acquires title to a Suite either by foreclosure or by voluntary conveyance from the mortgagor or its successor. In the administration of the operation and management of the Condominium, the Association shall have and is hereby granted the authority and power to enforce the provisions of this Declaration, levy and collect assessments in the manner hereinafter provided for Common Expenses, and to adopt, promulgate and enforce such rules and regulations governing the use of the Suites and Common Elements as the Board of Directors of the Association may deem to be in the best interests of the Condominium. The Association shall have the power to grant permits, licenses, and easements over the Common Elements for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium.

ARTICLE VIII
USE RESTRICTION

8.1 **Rental**. No Suite shall be leased or rented for a period of less than one (1) year, unless the Association adopts a By-Law permitting leases of shorter duration. Any lease shall provide that the lessee shall comply with and abide by all of the restrictions contained in this Declaration, and with the rules and regulations contained herein or hereafter established by the Association. No tenant or lessee may occupy or use any Suite unless and until an abstract of the lease is delivered to the Association. The abstract shall state the name and address of the tenant, the name, address, and telephone number of the person to whom any notices from the Association should be addressed, the names of at least two (2) persons who may be contacted in the event of an emergency, and the duration of the lease and any renewal options. The abstract, which shall be executed by both owner and tenant, shall contain an acknowledgment by tenant that it has received

a copy of the Declaration of Condominium, the Articles, By-Laws, and Rules of the Association and will abide by all of the terms and provisions thereof. The tenant shall also waive any right of action, either directly or by way of contribution, against the Association to which the tenant might otherwise be entitled for any action or omission of or by the Association unless the same constitutes gross or willful negligence. The tenant shall specifically waive and release any claim or cause of action which it might thereafter assert against the Association, its officers, agents or employees for any damage or injury to persons or property because of leakage of water or the operation or malfunction of any utility or building, mechanical, electrical, and plumbing system serving the Condominium Property or Condominium Parcel.

8.2 **Use of Common Elements**. The use of Common Elements by the owner or owners of all Suites and all other parties authorized to use the same, shall be at all times subject to such reasonable rules and regulations as may be prescribed and established by the Association.

8.3 **Lawful Use**. No immoral, improper, offensive, or unlawful use shall be made of any Suite, or of the Common Elements, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the Condominium shall be observed. No owner of any Suite shall permit or suffer anything to be done or kept in his Suite, or on the Common Elements which will obstruct or interfere with the rights of other occupants or annoy them by unreasonable noises, nor shall any owner undertake any use or practice which shall create and constitute a nuisance to any other owner of a Suite, which interferes with the peaceful possession and proper use of any other Suite or the Common Elements.

8.4 **Prohibited Use**. No suite shall be used for the storage or other disposition of flammable products. No suite shall be used for any purpose that would increase any insurance premiums for insurance coverage paid by the Association insuring the property. All uses shall be consistent with those uses permitted by ordinance and the land development code of the City of Port Orange.

8.5 **Parking and Driveways**. No trucks or other commercial vehicles, boats, house trailers, boat trailers, mobile homes, campers, or trailers of any description shall be parked in any surface parking space or driveways except with the written consent of the Board of Directors of the Association. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and such other services as may be necessary. All parking spaces are Common Elements and are undesignated. Parking is open to use by the employees, guest, and invites of Suite owners. Parking spaces are generally to be used on the first come, first serve basis; however, parking spaces are provided for everyone two hundred (200) square feet of building space. In the event of a dispute regarding use of parking spaces, the Board of Directors shall be authorized to designate parking spaces based upon the square footage of the Suites.

8.6 **Sign Designation**. Only Developer has the right to assign space on the freestanding sign constructed by Developer, and a Suite assigned use of same by Developer cannot be deprived of same without the express written consent of Developer. The Suites that have been assigned the right to use a Suite identification sign on the freestanding sign may either relinquish the right to the Association or may transfer the right to a subsequent Purchaser. The right to transfer the Suite location sign to subsequent Purchasers shall be perpetual.

8.7 **Commercial Banking Office**. Bank Building shall have the exclusive right to operate as a commercial banking office, and no other Suite within the Condominium Property shall operate a bank, savings and loan, credit union, mortgage broker, or any other use that may be incidental to banking without the express written consent of the Suite Owner within Bank Building. The use restrictions of this Paragraph shall lapse in the event Bank Building ceases to be used as a commercial banking for a continuous sixty (60) day period.

8.8 **Advertising**. Only permitted signage provided for in this Declaration may be utilized for advertising and no other portion of the Suite exterior or Common Area may be used for same.

ARTICLE IX
REGISTRY

The Association shall at all times maintain a Register setting forth the names of the owners of all of the Suites, and the in the event of sale or transfer of any Suite to a third party, the purchaser or transferees shall notify the Association in writing of his interest in such Suite, together with such recording information as shall be pertinent to identify the instrument by which such purchaser or transferee has acquired his interest in any Suite. The holder of any mortgage or mortgages upon any Suite may notify the Association of the existence of any mortgage or mortgages held by such party on any Suite and upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to the same.

ARTICLE X
INSURANCE

10.1 **Authority to Purchase**. All insurance policies upon the Condominium Property shall be purchased by the Association for the benefit of the Association, and in the case of insurance covering damage to buildings and its appurtenances, also for the benefit of Suite Owners and their mortgages as their interests may appear, and provisions shall be made for the issuance of certificates of mortgagees as their interest may appear, an provisions shall be made for the issuance of certificate of mortgagee endorsements to the mortgagees of Suite Owners. It shall not be responsibility or duty of the Association to obtain insurance coverage for the personal liability, contents, personal property or redecorating of any Suite Owner.

10.2 **Coverage**.

a. Casualty. All buildings and improvements upon the land and all personal property included in the Common Elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors of the Association. Such coverage shall afford protection against:

i. Loss or damage by fire and other hazards covered by standard extended coverage; and

ii. Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

b. Public Liability. In such amounts and such coverage as may be required by

the Board of Directors of the Association, with cross liability endorsement to cover liabilities of the Suite Owners as a group to a Suite Owner, where available.

c. Workers' Compensation Policy. In such amounts and such coverage to meet the requirements of State and Federal law.

d. Other. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

10.3 Premiums. Premium for insurance shall be a Common Expense and shall be paid by the Association.

10.4 Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Suite owners and their mortgagees as their interest may appear and shall provide that all proceeds covering property losses shall be paid to the Association.

a. Common Elements. Proceeds on account of damage to Common Elements shall be held in undivided shares for each Suite Owner of the Condominium, each owner's share being the same as his undivided share in the Common Elements appurtenant to his Suite.

b. Suites. Proceeds on account of damage to Suites shall be held in the following undivided shares:

i. When the damaged building is to be restored, for the owners of damaged Suites in proportion to the cost of repairing the damage suffered by each Suite Owner, which cost shall be determined by the Board of Directors of the Association.

ii. When the building is not to be restored, for the owners of Suites in such building and their respective mortgagees, in undivided shares being the same as the owners' shares in the Common Elements appurtenant to their respective Suites.

c. Mortgages. In the event a mortgagee endorsement has been issued as to a Suite, the share of the Suite Owner shall be held in trust for the mortgagee and the Suite Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, other than as specifically provided in Section 11.1(b) below. No mortgagee shall have any right to apply or have applied to the reduction of the mortgage debt any insurance proceeds, except a distribution of such proceeds made to the Suite Owner and mortgagee pursuant to the provisions of Section 10.5 hereof.

10.5 Distribution of Proceeds. Proceed of insurance policies received by the Association shall be distributed to or for the benefit of those beneficial owners who sustained damage in the following manner:

a. Reconstruction of Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to Suite Owners and mortgagees being payable jointly to them. This is a

covenant for the benefit of any mortgagee of a Suite and may be enforced by such mortgagee.

b. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Suite Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Suite and may be enforced by such mortgagee.

10.6 Association as Agent. The Association is hereby irrevocably appointed Agent for each Suite Owner and for each owner of any other interest in the Condominium Property for the purpose of empowering the Association to negotiate and adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases on behalf of each Suite Owner upon payment of a claim.

ARTICLE XI
RECONSTRUCTION OR REPAIR AFTER CASUALTY

11.1 Determination to Reconstruct or Repair. If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

a. Common Elements. If the damaged improvement is a Common Element, the same shall be reconstructed or repaired unless the damaged Common Element is within the building in which the Suites are located (the "Condominium Building") and damages to the Condominium Building extend to one or more of the Suites in which case the provisions relative to reconstruction and repair of the Condominium improvements provided in Paragraph 11.l(b) hereof shall apply.

b. Condominium Improvements.

i. **Partial Destruction**. If there is damage to the Condominium improvements such that in the judgment of a majority of the Board of Directors will not require repair and reconstruction costs in excess of 80% of total replacement cost of all Condominium improvements exclusive of excavation and foundation cost, then the improvements shall be reconstructed and repaired unless owners of all the Suites and all holders of first mortgages on the Suites agree in writing that the same shall not be repaired, in which case the provisions for termination in 11.2 below shall apply.

ii. **Total Destruction**. If the Condominium Building is so seriously damaged that the cost of repair will, in the judgment of a majority of the Board of Directors, exceed 80% of total replacement cost exclusive of excavation and foundation cost, then the Condominium Building shall not be reconstructed or repaired unless all of the Suite Owners and all mortgagees holding first mortgages on the Suites shall, within 90 days after casualty, agree in writing that the same shall be reconstructed and repaired.

11.2 Non-reconstruction to Terminate Condominium Status. Upon a termination of this Declaration, all of the Suite Owners shall become tenants in common as to the real property and any remaining improvements. Each Suite Owner shall have that percentage interest equal to that Suite's appurtenant interest in the Common Elements. The lien of any mortgage or other

encumbrance upon a Suite shall attach in the same order of priority to the encumbered Suite Owner's undivided interest in the property and improvements and in the insurance proceeds. Upon termination, the Association shall distribute the proceeds of any policy or policies of casualty insurance received on account of the damage to the Suite Owners therein and their mortgagees, as their respective interests may appear. The share of insurance proceeds to be allocated to each Suite shall be that fractional interest equal to such Suite's appurtenant interest in the Common Elements.

11.3 **Plans and Specifications**. Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original Condominium Building and improvements; or if not, then according to plans and specifications approved by all of the Suite Owners which approvals shall not be unreasonably withheld.

11.4 **Responsibility**. If the damage is only to those parts of Suites for which the responsibility of maintenance and repair is that of the Suite Owners, then the owners shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

11.5 **Estimate of Costs**. When the Association shall have the responsibility of reconstruction or repair, prior to the commencement of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

11.6 **Assessments For Reconstruction and Repairs**. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for payment of the cost of reconstruction and repair are insufficient, assessment shall be made against the owners who own the damaged Suites, and against all Suite Owners in the case of damage to Common Elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against owners for damage to Suites shall be in proportion to the cost of reconstruction and repair of their respective Suites. Such assessments on account of damage to Common Elements shall be in proportion to the owners' shares in the Common Elements.

11.7 **Reconstruction Funds**. Reconstruction funds, which shall consist of the proceeds of insurance held by the Association and funds collected by the Association from assessments against Suite Owners, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

a. **Suite Owner**. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Suite Owner, shall be paid by the Association to the Suite Owner, or if there is a mortgage endorsement as to such Suite, then to the Suite Owner and the mortgagee jointly, who may use such proceeds as they may be advised.

b. **Association – Minor Damage**. If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is less than $10,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association.

c. **Association – Major Damage**. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than $10,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by

the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

d. Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to all owners who have paid assessments pursuant to Section 11.6 hereof in proportion to such assessments, np to the full amount of said assessments. If funds remain after full refund of all such assessments, such funds shall be distributed ratably to each Suite Owner, with remittance to an owner of a mortgaged Suite being payable jointly to such owner and his mortgagee.

ARTICLE XII
ASSESSMENTS, LIABILITY, LIEN, AND ENFORCEMENT

12.1 Operation and Management. The Association is given the authority to administer the operation and management of the Condominium. To provide the funds necessary for such operation and management, the Association has the right to make, levy and collect assessments against the owners of all Suites and said Suites. The making and collection of assessments for Common Expenses shall be pursuant to the By-Laws of the Association and the provisions herein.

12.2 Uniform Assessments. Common Expenses and assessments shall be allocated among the Suites in accordance with Section 4.5 hereof.

12.3 Payments. The assessment shall be paid as provided in the Association's By-Laws. Assessments not paid within fifteen (15) days after the day when the same shall become due shall be subject to a five percent (5%) late charge to cover the administrative costs incurred in handling delinquent payments and shall bear interest until paid at the rate of eighteen percent (18%) per annum. All payments on account shall be first applied to late charges, then interest and then to the assessment.

12.4 Lien for Assessments. The Association shall have a lien on each Suite for any unpaid assessment and for interest thereon which lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Said lien shall be effective from and after the time of recording in the Public Records of Volusia County, Florida, of a claim of lien stating the description of the Suite, the name of the record owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lieu shall be signed and verified by an officer of the Association or by a managing agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Liens for assessment may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the owner of the Suite shall be required to pay a reasonable rental for the Suite and the Association shall be entitled as a matter of law to the appointment of a receiver to collect the same. The Association may also sue to recover a money judgment for unpaid assessments without waiving the lien securing the same. Where the holder of an institutional mortgage obtains title to the Suite as a result of the foreclosure of such mortgage, or a conveyance in lieu of foreclosure of such mortgage, such mortgage holder, its successors and assigns, shall not be liable for the share of the Common Expenses or assessments

by the Association pertaining to such Suite or chargeable to the former owner of such Suite which became due prior to acquisition of title in the manner above provided. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Suite Owners including such mortgage holder, its successors, and assigns. The prior owner or owners of the Suite shall remain personally liable for such unpaid assessments.

12.5 **Master Association**. There is no Master Association.

ARTICLE XIII
TERMINATION

Except as provided in Article XI, this Declaration and plan of condominium ownership may only be terminated by the unanimous consent of all of the Suite Owners in the Condominium, and all of the parties holding mortgages, liens or encumbrance against said Suites, in which event, the termination of the Condominium shall be by such plan as may then be adopted by said owners and parties holding any mortgages, liens and encumbrances. Such election to terminate this Declaration of Condominium and the plan of Condominium ownership established herein shall be executed in writing by all of the afore named parties, and such instrument shall be recorded in the Public Records of Volusia County, Florida.

ARTICLE XIV
AMENDMENT OF DECLARATION OF CONDOMINIUM

14.1 **Articles of Incorporation and By-Laws**. The Articles of Incorporation and By-Laws may be amended in accordance with the respective provisions for amendment contained therein, and such amendment shall constitute an amendment to the Exhibits to this Declaration, without the necessity for compliance with the provisions of Section 14.2 hereof, provided however that, in the event that an amendment of the Articles of incorporation or By-Laws is inconsistent with any provision of this Declaration, (other than the Exhibit being amended), then the Declaration shall govern, and the amendment shall be ineffective until adopted or ratified in the manner hereinafter set forth.

14.2 **Declaration**.

a. **Amendment Required by Institutional Lenders**. Developer reserves the right to amend this Declaration or any exhibit thereto to meet the requirements of any institutional lender which has committed to the making of an mortgage loan on the Condominium or any Suite therein, and such amendment shall not require the approval, consent or joinder of the Association, any Suite Owner, mortgage holder or other person or entity, unless such amendment shall alter the percentage of Common Elements and Common Surplus appurtenant to any Suite not owned by Developer or the share of Common Expense to be borne by any Suite not owned by Developer, in which case written consent shall be required from all owners and mortgagees of any Suites whose percentages or shares would be altered.

b. **All Other Amendments**. An amendment or amendments to this Declaration of Condominium other than as set forth above may be made by recording such amendment duly executed with the formality of a deed by all Suite Owners and the record holders of all mortgages on all Suites, or such amendment may be proposed by the Board of

Directors of the Association acting upon a vote of the majority of Directors, or by any Suite Owner whether at a member's meeting or by instrument in writing signed by such Suite Owner. Such a proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a date not sooner than fourteen (14) days nor later than sixty (60) days from receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written or printed notice of such special meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed not less than fourteen (14) days nor more than thirty (30) days before the date set for such special meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail addressed to the member at his Post Office address as it appears on the records of the Association, postage prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of seventy five percent of the record owners of the Suites in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of this Declaration of Condominium shall be transcribed and certified by the Secretary or Assistant Secretary of the Association as having been duly adopted original or an executed copy of such amendment or amendments so certified and executed with the same formalities as a deed shall be recorded in the Public Records of Volusia County, Florida, forthwith. Thereafter, a copy of such amendment or amendments in the form in which the same were placed of recorded by the officers of the Association shall be delivered to all of the owners of all Suites, but delivery of a copy there of shall not be condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any member of the Association shall be recognized if such member Is not in attendance at such meeting or represented thereat by proxy.

c. **Unanimous Consent.** In the alternative, an amendment may be made to this Declaration by written agreement executed and acknowledged by the record owner of each Suite in the manner required for execution of a deed, and recorded in the Public Records of Volusia County, Florida, provided however that:

i. the percentage of ownership of Common Elements appurtenant to any Suite, or in any Suite's share of the Common Expenses and Surplus shall not be altered, amended, or modified without the written consent of the owners and mortgagees of all Suites in the Condominium whose percentages would be altered; and

ii. no alteration, amendment or modification shall be made in the rights and privileges of mortgagees; including specifically, but not by way of limitation, those contained in Article X (Insurance) or Article XII (Assessments) or this Article without the consent of all mortgagees.

ARTICLE XV
REMEDIES IN EVENT OF DEFAULT

15.1 **Relief Generally**. The owner or owners of each Suite shall be governed by and shall comply with the provisions of this Declaration, and the Articles of Incorporation and By-

Laws of the Association, and such Rules and Regulations as may be adopted from time to time. A default by the owner or owners of any Suite shall entitle the Association or the owner or owners of any other Suite to the relief herein.

15.2 **Grounds for Relief**. Failure to comply with any of the terms of this Declaration or other restrictions and regulations contained in the Articles of Incorporation or By-Laws of the Association, or its Rules and Regulations, shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, or any other action at law or equity and which relief may be sought by the Association or, if appropriate, by an aggrieved owner of a Suite.

15.3 **Negligence**. The owner or owners of each Suite shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, or carelessness, or by that of his invites, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Suite or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

15.4 **Attorney's Fees**. In a proceeding arising because of an alleged default hereunder by any Suite Owner or the Association, the prevailing party shall be entitled to recover the costs of the proceedings, and such party's reasonable attorney's fees as may be determined by the Court.

15.5 **No Waiver**. The failure of Developer, or of the Association, or of any Suite Owner to enforce any right, provision, covenant, or condition which may be granted by this Declaration or other above-mentioned documents shall not constitute a waiver of the right of Developer, the Association, or the owner to enforce such right, provision, covenant, or condition in the future.

15.6 **Cumulative Remedies**. All rights, remedies and privileges granted to the Association or the owner or owners of a Suite pursuant to any terms, provisions, covenants or conditions of this Declaration or other above mentioned documents, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall, it preclude the party thus exercising the same from exercising such other additional rights, remedies, or privileges as may be available to such party at law or in equity.

ARTICLE XVI
RIGHTS OF DEVELOPER

16.1 **Assignable.** All rights in favor of Developer reserved in this Declaration of Condominium and in the Articles of Incorporation and the By-Laws of the Association are fully assignable, in whole, or in part by Developer and may be exercised by the nominee of Developer and/or exercised by any person designated by Developer to succeed to such right or rights and by any person or entity becoming a successor to Developer by operation of law.

16.2 **Limited Turnover.** Developer is not responsible for the payment of Association fees for a Suite, dues or other expenses of any kind or nature until the following have occurred:

a. A Suite is complete in all material respects and a Certificate of Occupancy

for said Suite has been issued by the City of Daytona Beach; or

b. A Suite is either transferred by deed or leased by written Lease Agreement to a third party. Developer may choose to guarantee the Budget for a period of time as may be determined by Developer, at Developers sole option. Developer has no responsibility to pay reserve account unless items unless Developer agrees to do so, at Developers sole option.

ARTICLE XVII
USE OR ACQUISITION OF INTEREST IN THE CONDOMINIUM TO RENDER USER OR ACQUIRER SUBJECT TO PROVISIONS OF DECLARATION OF CONDOMINIUM, RULES, AND REGULATIONS

All present or future owners, tenants, or any other person who might use the facilities of the Condominium in any manner, are subject to the provisions of this Declaration of Condominium, and all documents appurtenant here to and incorporated herein and the mere acquisition or rental of any Suite, or the mere act of occupancy of any Suite shall signify that the provisions of this Declaration of Condominium and such documents are accepted and ratified in all respects.

ARTICLE XVIII
SALE (TRANSFER) OR LEASE, CONVEYANCE, DISPOSITION

18.1 **Intent**. The purpose and object of this Declaration is to maintain a businesslike, tranquil, nontransient, and professionally oriented atmosphere with the Suite Owner conducting its business in compatible coexistence with other financially responsible persons or entities. This objective is considered to be both important and justified because of the necessity of sharing facilities and because of the large financial investment of each Suite Owner. Therefore, the lease, conveyance, disposal, and financing of the Suites by Owners shall be subject to this Declaration and the provisions herein.

18.2 **Association Approval Required**. Except for Developer sales, no Suite Owner may sell, lease, give, or otherwise transfer ownership of a Suite or any interest therein in any manner without the prior written approval of the Association. The approval shall be a written Instrument in recordable form (except for leases) which shall include, without limitation, the nature of the transfer (sale, lease, etc.), the parties to the transaction (sellers, purchasers, etc.), the Suite number, the name of the Condominium, and the Official Record Book (O.R. Book) and Page numbers in which this Declaration was originally recorded. For all Suite transfers of title other than from Developer, the approval must be recorded simultaneously in the Public Records of Volusia County, Florida with the deed or other instrument transferring title to the Suite.

a. **Devise or Inheritance**. If any Suite Owner shall acquire title by devise or inheritance, said transfer of ownership shall be exempt from the provisions of Paragraph 18.1 above. The continuance of ownership shall not be subject to the approval of the Association. Such Suite Owner shall give the Association notice of the title acquisition together with such additional information concerning the Suite Owner as the Association may reasonably require, together with a copy of the instrument evidencing the owner's title, and if such notice is not given, the Association, at any time after receiving knowledge of such transfer, may require said information.

b. **Leases**. Approvals of leases need not be recorded. Only entire Suites may be leased. All leases must provide, and if they do not, shall be deemed to provide, the agreement

of the lessee(s) to abide by all of the Covenants of the Condominium Documents and that a violation of the documents is a material breach of the lease and is grounds for damages, termination, and eviction, and that the lessee and the owner agree that the Association may proceed directly against such lessee(s) and that the lessee(s) shall be responsible for the Association's costs and expenses, including attorney's fees, at all trial and appellate levels. If such costs and fees are not immediately paid by the lessee(s), the Suite owner shall pay them, and such funds shall be secured as a charge. Each Suite Owner shall pay them, and such funds shall be secured as a charge. Each Suite Owner irrevocably appoints the Association as owner's agent authorized to bring actions in Owner's name and at Owner's expense including injunction, damages, termination, and eviction. The rules and regulations must be provided to the lessee(s) by or on the behalf of the Suite Owner at or before the commencement of the lease term. The minimum leasing period is one (1) year.

c. **Approval Procedure** The approval of the Association shall be obtained as follows:

i. **Written Notice**. Not later than 15 days before the transfer of ownership occurs, or the first day of occupancy under a lease, written notice shall be given the Association by the Owner of intention to sell or transfer interest in any fashion. The notice shall include the name and address of the proposed acquirer and a correct and complete copy of the proposed documents to be executed to effectuate the transaction. The Association may require such other and further information as it deems reasonably necessary and may impose a transfer fee not to exceed two hundred fifty dollars ($250), or as permitted by law from time to time.

ii. **Association's Options**. The Association has the first right of refusal that may be exercised on receipt of notice as outlined in Paragraph 18.1(c)(1). The Association must, within 15 days after receipt of all the information required above, in the following order and priority, either disapprove the transfer whether or not for cause, and furnish an alternate purchaser approved by the Association with existing owners having a preference over non-owners or; (a) the Association may elect to purchase, and the owner must sell to such alternate or Association on the same terms set forth in the proposal given the Association or the owner may withdraw the proposed sale; (b) approve the transaction or (c) disapprove the transaction. If disapproved, the Association may not act arbitrarily or unlawfully or in a manner that is discriminatory. Approval may be withheld only for reasons rationally related to the protection, preservation, and proper operation of the Condominium and for the purposes as set forth herein. If the Association fails to act as required herein, then the Association shall conclusively be presumed to have approved the transaction, and the Association shall, on demand, provide a recordable certificate of approval.

iii. **First Right of Refusal**. If any of the Suite owners' desires to exercise the rights enumerated in subparagraph (a) above. A Suite owner shall have the right to require the Association to disapprove a proposed sale If more than one (1) Suite owner desires to exercise the right to purchase. The Suite owner closest to the Suite for sale shall be given priority, and if more than (1) one Suite owner that is located on each side of the subject Suite for sale wishes to exercise his/her right to purchase then the Suite owner that has the larger square footage Suite shall be given the first priority.

iv. **Closing Date**. The sale shall be closed on the same terms set forth in this proposal given to the Association but no later than (60) days after an alternate purchaser has been furnished or the Association has elected to purchase.

v. **Notice of Disapproval.** If the Association disapproves the proposed transaction (subject to the qualifications contained herein), notice of disapproval shall promptly be sent in writing to the owner or interest holder, and the transaction shall not be made. The Association need not approve any sale, transfer, or lease until such time as all unpaid assessments and all court costs and attorneys" fees (if any) incurred by the Association and due and owing for the Suite have been paid.

vi. **Judicial Sales**. Judicial sales are exempt from this Article.

vii. **Approved Transactions**. Any transaction that is not approved pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

viii. **Estoppel Request**. Any request made to the association must pay a two hundred fifty-dollar ($250.00) fee to the Association. The amounts for administrative assessments may be increased by up to ten percent (10%) per year.

ARTICLE XIX
SEVERABILITY

In the event that any of the terms, provisions or covenants of this Declaration of Condominium are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

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IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed in it same this 8th of AUGUST 2022.

Signed, sealed and delivered:
in the presence of:

DECLARANT/DEVELOPER

SUN GLOW CONSTRUCTION, INC.

Arum Khazraee, President

Print Name: ROSE MARTINS

Print Name: Jeanmarie Fultz

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of [ ] physical presence or [ ] online notarization, this 8th of AUGUST 2022, by Arum Khazraee, as President of Sun Glow Construction, Inc., a Florida corporation, who is [X] personally known to me or [ ] who has produced _____ as identification and who did not take an oath.

NOTARY PUBLIC

Type or print name:
Commission No.

CORINNE B. LE CLAIRE
MY COMMISSION EXPIRES 05-22-2026
NOTARY PUBLIC
COMM. # HH 266575
STATE OF FLORIDA

GRAND PRESERVE
CONDOMINIUM ASSOCIATION, INC.
List of Exhibits

Exhibit A
Landscaping & Irrigation Plans, Legal Description, Site Plan, Surveys

Exhibit B
Floor Plans Bank Bldg, Bldg 2 & 3, Elevations Bank Bldg, Bldg 2 & 3

Exhibit C
As Built Survey & Certification

Exhibit D
Estimated Budget for 2022 & Schedule of Undivided Interests

Exhibit E
Annual Report, Articles of Incorporation,
Amended & Restated Articles of Incorporation, Organizational Action, IRS – Tax ID

Exhibit F
By-Laws of Association

Exhibit G
Free Standing Monument Sign Location
Signage

Exhibit H
St. Johns River Water Management District Permit
SJRWMD Modification to Above Permit

Exhibit I
Access Easement, Bell South Easement 1, Bell South Easement 2, FP&L Easement,
FPL Easement for 2 Transformers to be Located on Property (To Be Provided Later),
Master Drainage Easement, Sign & Landscape Easement

Exhibit J
PD Agreement, Proportionate Fair Share Agreement

Exhibit A

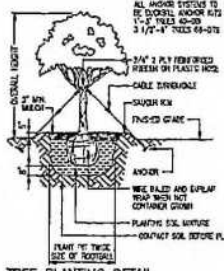
Landscaping & Irrigation Plans

Legal Description

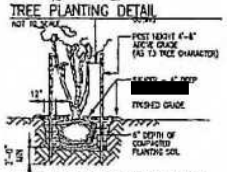
Site Plan

Surveys

NOTE:
WHEN TREE OCCURS IN SOD AREA INSTALL MULCH IN 3' RADIUS AROUND TRUNK.
ALL ANCHOR SYSTEMS TO BE DUCKBILL ANCHOR KITS
1"-2" TREES 42-00
3 1/2"-4" TREES 69-07S



TREE PLANTING DETAIL
NOT TO SCALE



MULTI-TRUNK PLANTING DETAIL
NOT TO SCALE

NOTE: ALL AREAS TO BE SODDED WITH ST. AUGUSTINE FLORITAM

EXCEPT AS NOTED FOR BAHIA

NOTE: BOTTOM AND SIDE SLOPES OF RETENTION POND ARE TO BE BAHIA AS WELL AS AREA FROM PROPERTY LINE TO EDGE OF ROADWAY

PHONE: (352) 726-7411
EMAIL: info@richardpoole.com
NOTE: TREE STAKING IS ONLY FOR MEDIUM AND LARGE TREES

PLANT LIST

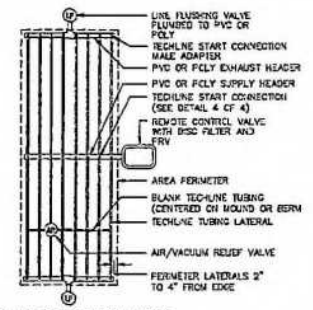
CODE	NO.	SCIENTIFIC NAME	COMMON NAME	SIZE REQUIREMENTS	NATIVE FLORIDA	
CANOPY TREES						
MGB	5	MAGNOLIA GRANDIFOLIA	D.D. BLANCHARD	12'-14' HGT., 3" CAL. @ 6"	YES	
QV	38	QUERCUS VIRGINIANA	LIVE OAK	12'-14' HGT., 3" CAL. @ 6"	YES	
QVI	30	QUERCUS VIRGINIANA	LIVE OAK	14-16' HGT., 4" CAL. @ 12"	YES	
TD	13	TAXODIUM DISTICHUM	BALD CYPRESS	12-14' HGT., 3" CAL. @ 6"	YES	
SUBTOTAL	84				83 YES / 0 NO	
UNDERSTORY TREES						
IC	19	ILEX CASSINE	DAHOON HOLLY	8-10' HGT., FULL, 2" CAL.@ 6"	YES	
IEA	15	ILEX x ATTENUATA	EAGLESTON HOLLY	[redacted]AL. @ 6"	YES	
LIS	22	LAGERSTROEMIA INDICA	CRAPE MYRTLE STD.	8-10' HGT., 2" CAL. @ 6"	NO	
IO	4	ILEX x ATTENUATA	EAST PALATKA HOLLY	8-10' HGT., 2" CAL. @ 6"	YES	
POM1	23	PODOCARPUS SSP.	PODOCARPUS TREE STD	8' HGT., 2" CAL. COLUMN	NO	
SUBTOTAL	82				37 YES / 45 NO	
SHRUBS						
CA	5	CRINUM SSP.	CRINUM LILY	10 GAL., 4-5' HGT., FULL	NO	
DT	44	DIANELLA TASMANICA	VAR. BLUEBERRY FLAX LILY	1 GAL., 12" HGT., FULL, 24" O.C.	NO	
HP	23	HAMELIA PATENS	FIREBUSH	3 GAL., 18"-20" HGT., FULL, 36" O.C.	YES	
IX	31	IXORA NORA GRANT	NORA GRANT IXORA	3 GAL., 20" HGT., FULL, 36" OC.	NO	
IVS	20	ILEX VOMITORIA NANA	DWARF YOUPON HOLLY	3 GAL., 18"-20" HGT., FULL, 36" O.C.	YES	
JP	54	JUNIPERUS CHINENSIS	PARSONI JUNIPER	3 GAL., 18" SPR., FULL	NO	
LEG	251	LIRIOPE MUSCARI	EVERGREEN GIANT LIRIOPE	1 GAL., 12" HGT., 5-7 PIPS, 18" O.C.	NO	
LIG	42	LIGUSTRUM JAPONICA	GREEN LIGUSTRUM	3 GAL., 18" HGT., FULL	NO	
SICR	459	MUHLENBERGIA CAPILLARIS	PINK MUHLY GRASS	3 GAL., 18"-20" HGT., FULL, 36" O.C.	YES	
NOD	332	NERIUM OLEANDER	DWARF OLEANDER PINK	3 GAL., 20" HGT., FULL	NO	
OJN	43	OPHIOPOGON JAPONICUS	DWARF MONDO GRASS	1 GAL., 6" HGT., FULL	NO	
POM	55	PODOCARPUS MACROPHYLLUS	YEW PODOCARPUS	3 GAL., 20" HGT.N FULL, 30" O.C.	NO	
RI	139	RHAPHIOLEPIS UMBELLATA	YEDDA	3 GAL., 18"-20" HGT., FULL, 36" O.C.	NO	
SA	5	SCHEFFLERA ARBORICOLA	VARIEGATED SCHEFFLERA	3 GAL., 18"-20" HGT., FULL, 36" O.C.	NO	
VS	72	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM	3 GAL., 20" HGT., FULL, 3' O.C.	NO	
VW	485	VIBURNUM OBOVATUM	WALTER'S VIBURNUM	3 GAL., 24" HGT., FULL, 36" O.C.	YES	
VO	36	VIBURNUM ODORATISSIMUM	SWEET VIBURNUM	3 GAL., 20" HGT., FULL	NO	
VO1	13	" "	" "	7 GAL., 35" HGT., FULL	NO	
SUBTOTAL	2115				979 YES / 1136 NO	
GROUND COVER (O.C)						
TAS	268	TRACHELOSPERMUM ASIATICUM	DWARF CONFEDERATE JASMINE	1 GAL., 12" TRAILING 3-5 FULL, 12" O.C.	NO	
SUBTOTAL	268				0 YES / 268 NO	
TOTAL	2547				618 YES / 2234 NO	

THE SITE IS REQUIRED TO HAVE 1 – 6" DIA.TREE PER EVERY 2,500 SQ.FT. THE SITE IS 138,912 S.F./ 2500 = 56 – 6" DIA TREES = 336 CAL., INCHES. NO EXISTING TREES ARE TO BE SAVED AND NO SPECIMEN OR HISTORICAL TREES EXIST ON SITE.

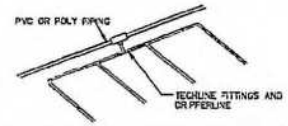
54 X 3" CAL. = 162' CAL. INCHES = 162 CAL. INCHES
30 X 4" CAL = 120" CAL. INCHES = 120 CAL. INCHES
82 X 2" CAL. = 164 CAL. INCHES = 164 CAL. INCHES
TOTAL = 446 CAL., INCHES

336 REQUIRED CAL. INCHES – 446 CAL. INCHES PROVIDED LEAVES A SURPLUS OF 110 CAL. INCHES.

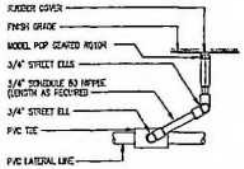
SEE SHEET C004 FOR REQUIRED 15% TREE PRESERVATION AREA



TECHLINE CENTER FEED LAYOUT



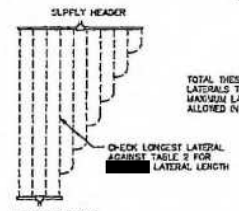
CREATING SUB-HEADERS TO REDUCE GLUE/SADDLE JOINTS



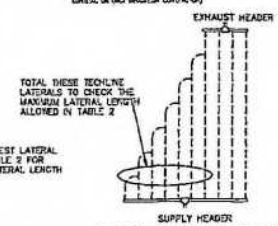
GEAR DRIVE INSTALLATION DETAIL
NOT TO SCALE

IRRIGATION NOTES:

1. THE CONTRACTOR SHALL VERIFY THE EXISTENCE AND LOCATION OF ALL EXISTING UTILITIES AND CONDITIONS PRIOR TO ITS COMMENCEMENT OF THE IRRIGATION WORK.
2. CHECK PRESSURE AND SIZE OF WATER SUPPLY BEFORE BEGINNING [redacted] NECESSARY TO MAKE SYSTEM WORK TO ITS BEST.
3. THE PLAN IS DIAGRAMMATIC. THE CONTRACTOR SHALL INSTALL PIPING IN A [redacted] MANNER AND SHALL INSTALL PIPE IN A NEATLY [redacted].
4. GUARANTEE FOR IRRIGATION MATERIALS ARE NOT GIVEN. THE CONTRACTOR SHALL DETERMINE THIS FROM THE PLAN.
5. INSTALL BLOCK FITTING WHERE SHOWN ON THE DRAWINGS AT THE [redacted].
6. AS [redacted] STRAIGHT AS PACTICE INSTALLED A MINIMUM OF [redacted] FROM CURBS.
7. ALL SLEEVES WHEN PLACED IN FIELD ARE TO BE LOCATED BY A METAL FIRE AT EACH END AND LOCATION [redacted] FOR FUTURE MEASUREMENTS.
8. ALL [redacted] SHALL BE INSTALLED A MINIMUM OF 30" BELOW GRADE.
9. ALL [redacted] SHALL BE KEPT OUT OF THE DRIP LINE AREA OF PLANTS. LINES OR TRENCHES WHICH NECESSITATE DAMAGE TO THE DRIP LINE AREA OF TREES.
10. LOCATE ALL VALVES AND OTHER IRRIGATION EQUIPMENT IN PLANT BED AREAS WITHIN THE PROJECT LIMITS FOR CONCEALMENT PURPOSES.
11. HEADS ARE TO BE HIDDEN COMPLETELY IN SHRUBBERY OR PAINTED BLACK AND IN NO CASE BE HIGHER THAN THE SHRUBBERY INSTALLED.
12. ALL PIPE EXPOSED ABOVE GRADE AND TO WITH SHALL BE SCHEDULE 40 GALVANIZED STEEL PIPE OF THE METRIC SIZE.
13. ALL IRRIGATION EQUIPMENT (PIPE, CONTROLLER, ETC.) SHALL BE PLACED WITHIN FENCED INSTALLATION.
14. ALL VALVES SHALL BE INSTALLED IN METER PIPE SIZE BOXES EQUAL TO METER PIPE SIZE.
15. PROVIDE 4.0" GRAVEL SUMP AT THE BOTTOM OF ALL METER BOXES AND INSTALL 1/2" OR 1" DIAMETER SWIVEL AT THE BOTTOM OF THE VALVE FIT.
16. IRRIGATION SHALL MEET ALL APPLICABLE CURRENT MUNICIPAL, COUNTY, STATE OR FEDERAL CODES, ORDINANCES AND REGULATIONS OF THE HAVE JURISDICTION.
17. ALL PIPE 1/2" TO 3 1/2" IN SIZE SHALL BE PRESSURE RATED SCH PVC (EXCEPT FOR RECLAIM SYSTEM).
18. ALL FITTINGS SHALL BE SCHEDULE 40 PVC (EXCEPT FOR RECLAIM SYSTEM).
19. ALL SPRAY HEADS ARE TO BE A MINIMUM OF 6" POP-UP AND ALL HEADS IN PLANTING AREAS TO BE 12" POP-UP OR HIGHER. HEADS SHALL BE PAINTED GREEN OR BLACK.
20. ALL PVC SHALL BE SCHEDULE 200 SHALL.
21. ELECTRICAL TO CONTROLLER SHALL BE SUPPLIED BY ELECTRICAL CONTRACTOR (NOT IRRIGATION CONTRACTOR)



JOINING TECHLINE TUBING



BRANCHING OUT TECHLINE TUBING

CENTER FEED LAYOUTS:
- WHERE LAYOUT FLEXIBILITY EXISTS, IT IS RECOMMENDED THAT CENTER FEED LAYOUTS BE USED. THIS ALLOWS FOR THE MOST EVEN FLOW OF WATER THROUGH OUT THE ZONE.
- CENTER FEED LAYOUTS ALSO ALLOW YOU TO MAXIMIZE THE LENGTHS OF TECHLINE THAT CAN BE RUN.

OTHER PIPING LAYOUTS:
- WHEN BRANCHING OUT, OR JOINING TECHLINE, ONE OF TWO RULES APPLY. RULE 1 – WHEN BRANCHING OUT TECHLINE FROM THE SUPPLY HEADER, TOTAL ALL "BRANCHED OUT" DRIPPERLINE AND CHECK THE SUM AGAINST THE MAXIMUM LATERAL LENGTH IN TABLE 2. RULE 2 – WHEN JOINING DISTRIBUTING LATERALS FROM THE SUPPLY HEADER, CHECK ONLY THE LONGEST LATERAL AGAINST THE MAXIMUM ALLOWABLE IN TABLE 2.
- TO REDUCE THE NUMBER OF GLUE JOINTS, SADDLES OR INSERT FITTINGS IN A HEADER, EXPANSION TO DRIPPERLINE AND TECHLINE FITTINGS TO MAKE UP SUB-HEADERS, MAKING SURE TO FOLLOW THE GUIDELINE OF A MAXIMUM OF 0.5 GPM IN THE "[redacted] ZONE.

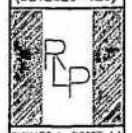
ZONE WATER REQUIREMENTS:
ONCE YOU HAVE LAID OUT THE TECHLINE, YOU NEED TO IDENTIFY HOW MANY DRIPPERS THERE ARE, AND THEIR TOTAL OUTPUT. THIS WILL HELP YOU DETERMINE MANIFOLD, SUBMAIN AND SUPPLY/EXHAUST HEADER SIZING, VALVE, FILTER, AND PRESSURE REGULATOR SELECTION.

TABLE 2: MAXIMUM LENGTH OF A SINGLE LATERAL (FEET)

EMITTER SPACING		12"				18"				24"			
[redacted]		0.25	0.4	0.5	0.9	0.25	0.4	0.5	0.9	0.25	0.4	0.5	0.9
PSI PRESSURE	15 gph	464	325	234	194	531	401	305	277	415	313	253	
	20 gph	485	344	257	217	554	418	324	312	510	331	271	
	25 gph	505	421	333	233	571	434	472	341	532	461		
	40 gph	541	478	373	291	613	519	461	372	518			

NETAFIM DETAIL
NOT TO SCALE

CITY ID # (DEV2020-120)



RICHARD L. POOLE, LA
PLANNER & LANDSCAPE ARCHITECT

REVISIONS

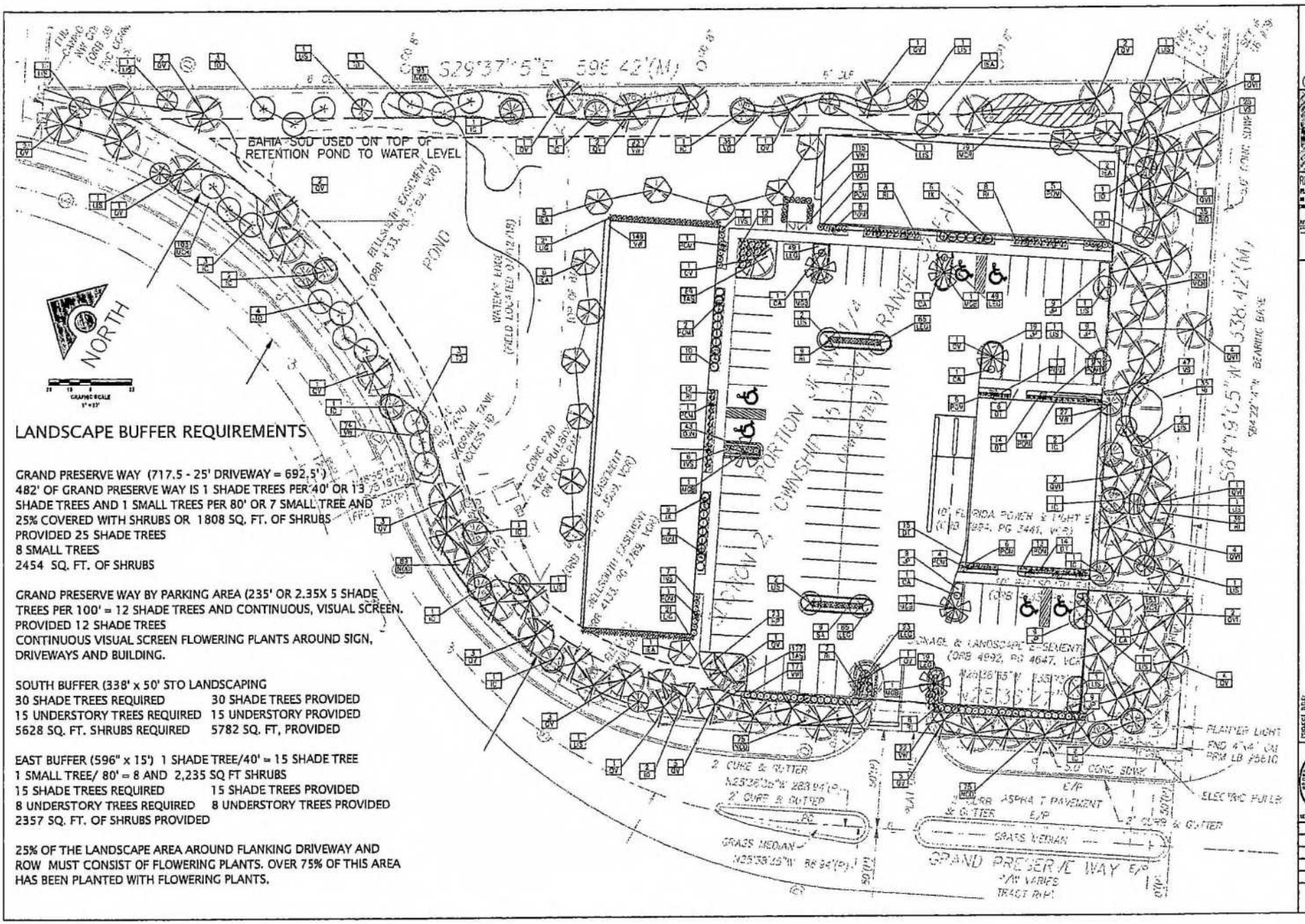
PROJECT TITLE:
GRAND PRESERVE
105 GRAND PRESERVE WAY
DAYTONA BEACH, FLORIDA

DETAILS & NOTES

RICHARD L. POOLE LANDSCAPE ARCHITECT
LA533
09/15/2021
STATE OF FLORIDA

SEAL

DRAWN BY: FL POOLE
CHECKED BY:
DATE: 04/01/2023
1" = 20'
JOB NO: 2020-0104
DRAWING NUMBER
L – 3



LANDSCAPE BUFFER REQUIREMENTS

GRAND PRESERVE WAY (717.5 - 25' DRIVEWAY = 692.5')
482' OF GRAND PRESERVE WAY IS 1 SHADE TREES PER 40' OR 13 SHADE TREES AND 1 SMALL TREES PER 80' OR 7 SMALL TREE AND 25% COVERED WITH SHRUBS OR 1808 SQ. FT. OF SHRUBS
PROVIDED 25 SHADE TREES
8 SMALL TREES
2454 SQ. FT. OF SHRUBS

GRAND PRESERVE WAY BY PARKING AREA (235' OR 2.35X 5 SHADE TREES PER 100' = 12 SHADE TREES AND CONTINUOUS, VISUAL SCREEN.
PROVIDED 12 SHADE TREES
CONTINUOUS VISUAL SCREEN FLOWERING PLANTS AROUND SIGN, DRIVEWAYS AND BUILDING.

SOUTH BUFFER (338' x 50' STO LANDSCAPING

30 SHADE TREES REQUIRED	30 SHADE TREES PROVIDED
15 UNDERSTORY TREES REQUIRED	15 UNDERSTORY PROVIDED
5628 SQ. FT. SHRUBS REQUIRED	5782 SQ. FT, PROVIDED

EAST BUFFER (596" x 15') 1 SHADE TREE/40' = 15 SHADE TREE
1 SMALL TREE/ 80' = 8 AND 2,235 SQ FT SHRUBS

15 SHADE TREES REQUIRED	15 SHADE TREES PROVIDED
8 UNDERSTORY TREES REQUIRED	8 UNDERSTORY TREES PROVIDED

2357 SQ. FT. OF SHRUBS PROVIDED

25% OF THE LANDSCAPE AREA AROUND FLANKING DRIVEWAY AND ROW MUST CONSIST OF FLOWERING PLANTS. OVER 75% OF THIS AREA HAS BEEN PLANTED WITH FLOWERING PLANTS.

CITY ID # (DEV2020-120)

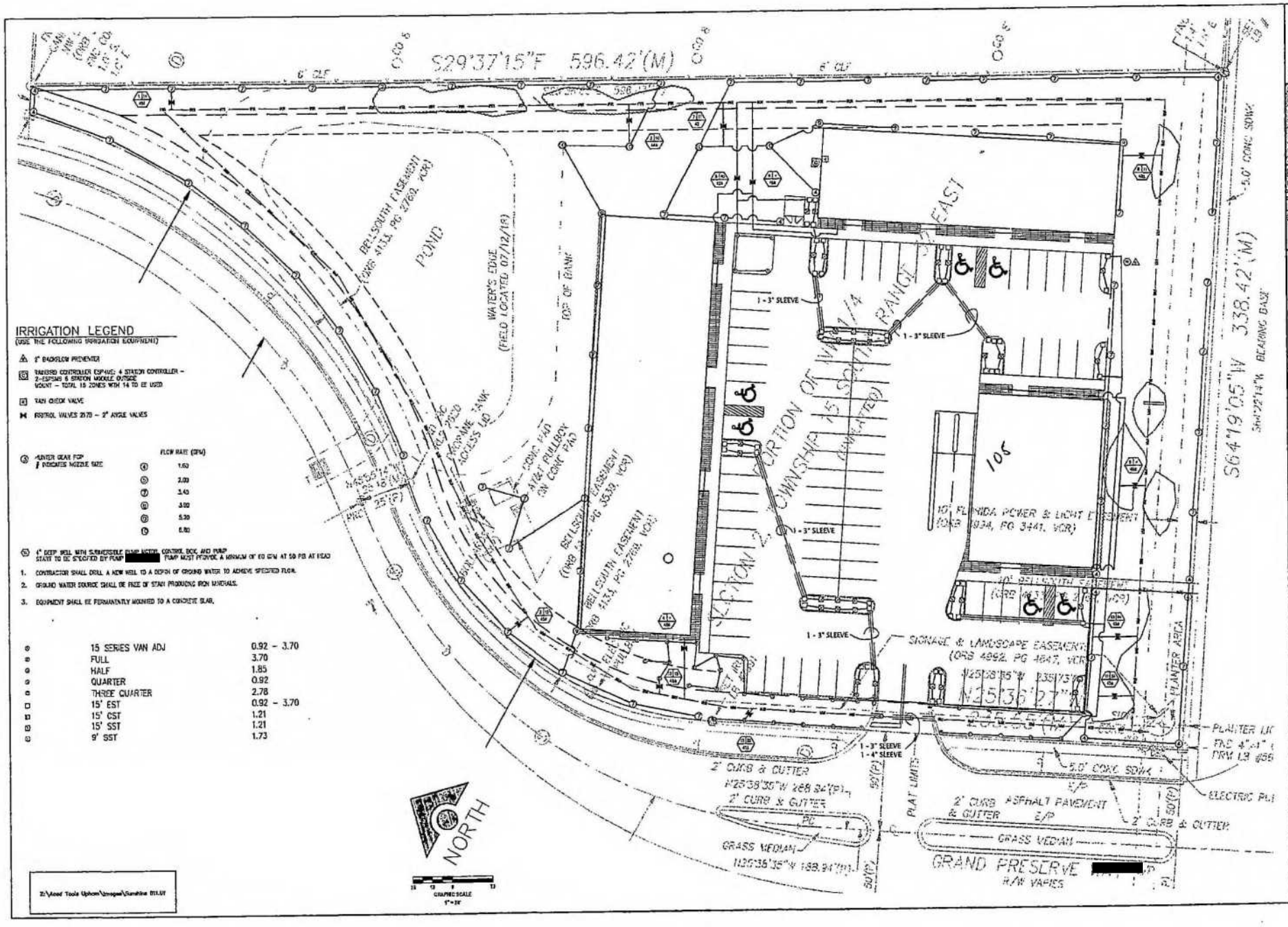
RICHARD L. POORE, LA
PLANTER & LANDSCAPE ARCHITECT

IRRIGATION PLAN

GRAND PRESERVE.
105 GRAND PRESERVE WAY
DAYTONA BEACH, FLORIDA

LA533
08/05/2021
STATE OF FLORIDA

DRAWN BY: RL POORE
CHECKED: RP
DATE: 04/01/2020
1" = 20'
JOB NO: 2020-2401
DRAWING NUMBER: L - 1



IRRIGATION LEGEND

(USE THE FOLLOWING IRRIGATION EQUIPMENT)

- 2" BACKFLOW PREVENTER
- RAINBIRD CONTROLLER ESP-RME: 4 STATION CONTROLLER – 2-ESP-SM6 6 STATION MODULE OUTDOOR MOUNT – TOTAL 15 ZONES WITH 14 TO BE USED
- VAN CHECK VALVE
- RAINTROL VALVES 2170 – 2" ANGLE VALVES

HUNTER GEAR PGP / INCHES NOZZLE SIZE

	FLOW RATE (GPM)
4	1.50
5	2.00
7	3.40
8	4.00
9	5.30
10	6.80

4" DEEP WELL WITH SUBMERSIBLE PUMP WITH CONTROL BOX AND PUMP START TO BE ELECTED BY PUMP [redacted] PUMP MUST PROVIDE A MINIMUM OF 60 GPM AT 50 PSI AT HEAD

1. CONTRACTOR SHALL DRILL A NEW WELL TO A DEPTH OF GROUND WATER TO ACHIEVE SPECIFIED FLOW.
2. GROUND WATER SOURCE SHALL BE FREE OF STAIN PRODUCING IRON MINERALS.
3. EQUIPMENT SHALL BE PERMANENTLY MOUNTED TO A CONCRETE SLAB.

	15 SERIES VAN ADJ	0.92 – 3.70
	FULL	3.70
	HALF	1.85
	QUARTER	0.92
	THREE QUARTER	2.78
	15' EST	0.92 – 3.70
	15' CST	1.21
	15' SST	1.21
	9' SST	1.73

Z:\Jose Tools Uphom\Images\Sunshine 011.01

CITY ID # (DEV2020-120)

RICHARD L. POORE, LA
PLANTER & LANDSCAPE ARCHITECT

IRRIGATION PLAN

PROJECT TITLE: GRAND PRESERVE
105 GRAND PRESERVE WAY
DAYTONA BEACH, FLORIDA

RICHARD L. POORE LA633 09/15/2021 STATE OF FLORIDA

DRAWN BY: RL POORE
CHECKED BY:
DATE: 04/29/2020
1" = 20'
JOB NO: 2020-0401
DRAWING NUMBER: L – 2

Policy No.: OXF[redacted]

SCHEDULE A
Continued

EXHIBIT "A"

EXHIBIT "A" TO VACANT LAND CONTRACT PARCEL # 5202-00-00-0890

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 [redacted] SAID CURVE SUBTENDED BY A CHORD OF 193.86 FEET BEARING NORTH 09°04'01" EAST, TO THE POINT OF REVERSE CURVATURE OF A CURVE, 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.

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THE GRAND PRESERVE RETAIL CENTER

DEV2020-120

GRAND PRESERVE WAY AT LPGA BLVD.
DAYTONA BEACH, FL

OWNER:
SUNGLOW CONSTRUCTION, INC.
230 N. BEACH ST., SUITE 4
DAYTONA BEACH, FL 32114
386-676-7550
LEE@SUNGLOWCONSTRUCTION.COM

APPLICANT:
LEE (ARAM) KHAZRAII, PRESIDENT
SUNGLOW CONSRUCTION, INC.
230 N. BEACH ST., SUITE 4
DAYTONA BEACH, FL 32114
386-676-7550
LEE@SUNGLOWCONSTRUCTION.COM

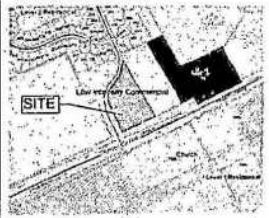
SURVEYORS:
KUHAR SURVEYING & MAPPING, LLC
1501 RIDGEWOOD AVE., SUITE 205
HOLLY HILL, FLORIDA 32117
386-295-8051
INFO@KUHARSURVEYING.COM

ENGINEER:
THE ALANN ENGINEERING GROUP, INC.
880 AIRPORT RD. STE. 113
ORMOND BEACH, FL 32174
386-673-7640
KAB@AE-GROUP.COM

LANDSCAPE ARCHITECT:
RICHARD POORE
300 GATEWOOD COURT
ORMOND BEACH, FL 32174
386-212-8491
RLPOORE@UPHAMINC.COM

A1A SURVEYING, INC.
1370 N. US HWY 1, SUITE 204
ORMOND BEACH, FL 32174
[redacted]
SHAWN@A1ASURVEYING.COM

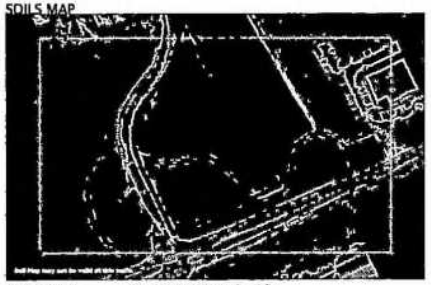
FUTURE LAND USE MAP



LOCATION/ZONING MAP

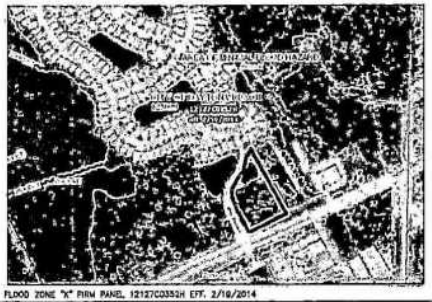
"DW PARCEL ID NUMBER: 3232-00-00-0990".

SOILS MAP



IMMOKALEE SAND	29	HYDROLOGICAL GROUP	B/D
POMPANO FINE SAND	52	HYDROLOGICAL GROUP	A/D

FEMA FLOOD MAP



FLOOD ZONE "X" FIRM PANEL, 12127C0332H EFF. 2/19/2014

SITE DATA:

FLOOD ZONE:	"X" - 12127C0332H EFF.2/19/2014
EXISTING ZONING:	PD-C
ADJACENT ZONING (SEE LOCATION MAP FOR CLARIFICATION):	
SOUTH:	PD-C
WEST:	PD-C
NORTH:	PD-C
EAST:	VC
FUTURE LANDUSE:	LOW INTENSITY COMMERCIAL
BUILDING FOOTPRINT:	28,146 SF
LOT SIZE:	3.199 ACRES
MAX. BUILDING HEIGHT:	35'
EXISTING HEIGHT:	20'-6"
NUMBER OF FLOORS:	1
GFA:	28,186 SF (includes all covered areas)
MAXIMUM FLOOR AREA RATIO (FAR):	1.0
FAR PROVIDED:	[redacted] 0.176
MAXIMUM BUILDING COVERAGE:	30%
COVERAGE PROVIDED:	[redacted] area)
MAXIMUM IMPERVIOUS SURFACE AREA:	75%
IMPERVIOUS SURFACE:	1.375 AC. = 43.1%
MINIMUM PERVIOUS SURFACE:	1.815 AC. = 56.8%
BUILDING SETBACKS REQUIRED (FOR BUILDING; REAR=25'; SIDE=25'; STREET SIDE=25'	
BUILDING SETBACKS PROVIDED: (FOR BUILDING; REAR=25'; SIDE=25'; STREET SIDE=25'	
LANDSCAPE BUFFER REQUIRED (FOR BUILDING; ALL OTHER BUFFERS=15'	
LANDSCAPE BUFFER PROVIDED: (FOR BUILDING; REAR BUFFER=25'; SIDE BUFFER=25'; STREET	[redacted]
PARKING REQUIRED:	[redacted]
PARKING PROVIDED:	REGULAR: 77 SPACES HANDICAP: 6 SPACES 83 SPACES

EXISTING USES:

VACANT

PROPOSED USES:

FINANCIAL INSTITUTION AND OFFICE/RETAIL

BUILDING DATA:

BUILDING GFA:	28,146 SF
FINANCIAL INSTITUTION/OFFICE:	9,058 SF
OFFICE/RETAIL:	19,088SF

STATEMENT OF INTENT

TO CONSTRUCT A [redacted] AND READY SITES FOR AN ADDITIONAL 19,088 SF OF RETAIL [redacted] FULL BUILDOUT WILL CONSIST OF THREE BUILDINGS WITH PARKING, STORMWATER AND INFRASTRUCTURE TO SERVE THE SITE. ALL INFRASTRUCTURE WILL BE CONSTRUCTED WITH THE BANK BUILDING

UTILITY NOTES:

1. FIELD VERIFY [redacted] AND ELEVATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. ANY SIGNIFICANT DEVIATIONS SHALL BE BROUGHT TO THE CONSTRUCTION MANAGER'S ATTENTION
2. PROTECT ALL UTILITY SYSTEMS AT ALL TIMES DURING CONSTRUCTION. SHOULD A SYSTEM BECOMES DAMAGED, ALTERED OR EXTENDED AFTER THE INITIAL TESTING, THE AFFECTED PORTION OF THE SYSTEM SHALL BE RESTORED, AS NECESSARY AND RETESTED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
3. MAINTAIN A MINIMUM 3 FEET COVER OVER ALL NEW UTILITY MAINS, UNLESS OTHERWISE SPECIFIED.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION, AND FOR NOTIFYING THE VARIOUS UTILITY COMPANIES TO MAKE NECESSARY ARRANGEMENTS FOR ANY RELOCATION, TEMPORARY DISRUPTION OF SERVICE, OR CLARIFICATION OF ACTIVITY REGARDING SAID FACILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING AN UNDERGROUND UTILITY. WHETHER SHOWN ON THESE DRAWINGS OR FIELD LOCATED. ALL UTILITIES WHICH INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE RELOCATED BY THE RESPECTIVE UTILITY COMPANIES, AND THE CONTRACTOR SHALL COOPERATE WITH THEM DURING RELOCATION OPERATIONS. ANY EXISTING WATER AND SEWER LINE FOUND IN CONFLICT WITH PROPOSED FACILITIES SHALL BE ADJUDICATED BY THE DEVELOPER/CONTRACTOR. ANY DELAY OR INCONVENIENCE OF THE VARIOUS UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED. CONTRACTOR SHALL CALL "FLORIDA ONE CALL" AT 1-800-SUNSHINE (432-4770) BEFORE BEGINNING WORK
5. CONTRACTOR SHALL FOLLOW ALL APPLICABLE FDEP RULES, ALONG WITH ANY APPLICABLE UTILITY PROVIDERS RULES AND REGULATIONS.
6. LOCATION OF UTILITIES ARE APPROXIMATE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY.
7. NEW OR RELOCATED UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST 9FT FEET, AND PREFERABLY TEN FEET, BETWEEN THE BOTTOM OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY- OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART II OF CHAPTER 62-610, F.A.C. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO THREE [redacted] THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER. NEW OR RELOCATED UNDERGROUND WATER [redacted] ANY EXISTING OR PROPOSED GRAVITY- OR VACUUM-TYPE SANITARY SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS [redacted] HORIZONTALLY AND PREFERABLY TWELVE INCHES, ABOVE OR AT LEAST TWELVE BELOW THE OUTSIDE OF THE OTHER PIPELINE; HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.

   AT THE UTILITY CROSSINGS DESCRIBED ABOVE, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. [redacted] AT SUCH CROSSINGS, THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VA[redacted] SANITARY SEWERS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART II OF CHAPTER 62-610 F.A.C. AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY- OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART II OF CHAPTER 62-610, F.A.C.
8. WATER MAIN PRESSURE TESTING: 150 PSI.
9. ALL WATER MAINS SHALL MAINTAIN 3 FEET OF COVER. WHERE SHALLOW UTILITIES CONFLICT, INSTALL WATER MAIN BELOW CONFLICTING UTILITY.
10. HYDROSTATIC TESTS CONSISTING OF PRESSURE TEST AND LEAKAGE TEST SHALL BE CONDUCTED ON ALL NEWLY INSTALLED WATER DISTRIBUTION SYSTEM PRESSURE PIPES AND APPURTENANCES. THE TESTS SHALL BE IN ACCORDANCE WITH AWWA C-600 OR M-23 AS APPLICABLE.
11. DISINFECTION OF THE WATER [redacted] SYSTEM SHALL BE PERFORMED IN ACCORDANCE WITH AWWA C-651, DISINFECTING WATER MAINS
12. UNLESS OTHERWISE NOTED, FOLLOW FDOT STANDARD SPECIFICATIONS, LATEST VERSION.
13. FIRE HYDRANTS SHALL BE IN ACCORDANCE WITH CITY OF DAYTONA BEACH STANDARD DETAILS.
13. COORDINATE INSTALLATION OF UTILITIES WITH THE CITY OF DAYTONA BEACH

FIRE SAFETY NOTES:

1. THE BUILDING WILL BE IN COMPLIANCE WITH NFPA 1:(10.) 10TH EDITION FL FIRE PREVENTION CODE) IN REGARD TO F.D. TWO-WAY RADIO COMMUNICATION ENHANCEMENT SYSTEMS. THE POSSIBLE NEED FOR SUCH A SYSTEM WILL NEED TO BE DETERMINED BY AN AUTHORIZED COMMUNICATIONS CONTRACTOR UTILIZING RADIO STRENGTH GRID TESTING OF THE PROPERTY IN ACCORDANCE WITH NFPA 72 (10.1)
2. THE REQUIRED GRID TESTING TO DETERMINE IF AN ENHANCEMENT SYSTEM IS REQUIRED, IS REQUIRED TO BE COMPLETED PRIOR TO BUILDING C.O.. SHOULD A TWO-WAY RADIO COMMUNICATION ENHANCEMENT SYSTEM BE DETERMINED TO BE REQUIRED, IT MUST BE INSTALLED PRIOR TO BUILDING C.O.

GENERAL NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF DAYTONA BEACH'S LAND DEVELOPMENT CODE REQUIREMENTS, AND STANDARD CONSTRUCTION DETAILS AND CONSTRUCTION SPECIFICATIONS.
2. NO LAND SHALL BE CLEARED, EXCAVATED OR FILLED AND NO STRUCTURE SHALL BE ERECTED, REPAIRED OR DEMOLISHED WITHOUT PROPER PERMIT(S) AS REQUIRED BY THE CITY OF DAYTONA BEACH.
3. NOTIFY THE CITY OF DAYTONA BEACH 48 HOURS PRIOR TO THE START OF CONSTRUCTION.
4. ANY CONSTRUCTION CHANGES TO APPROVED PLANS SHALL BE SUBMITTED TO THE CITY OF DAYTONA BEACH FOR APPROVAL PRIOR TO PERFORMING THE WORK
7. UNSTABLE/UNSUITABLE MATERIALS SHALL BE REMOVED FROM CONSTRUCTION AREAS AND BACKFILLED WITH SUITABLE MATERIAL. REFER TO GEOTECHNICAL REPORT AND RECOMMENDATIONS DURING CONSTRUCTION.
8. ROAD CONSTRUCTION AND PIPE INSTALLATION COMPACTION AND DENSITY TESTING SHALL CONFORM TO THE CITY OF DAYTONA BEACH'S MINIMUM REQUIREMENTS. CERTIFIED COPIES OF TEST REPORTS SHALL BE SUBMITTED TO THE CITY INSPECTOR AND ENGINEERING DIVISION .
9. A PRE-PAVING UTILITY INSPECTION MUST BE REQUESTED AND COMPLETED PRIOR TO THE PAVING OF ALL ROADS, STREETS, AND PARKING AREAS.
10. A FINAL INSPECTION, TO BE CONDUCTED BY THE CITY OF DAYTONA BEACH, SHALL BE PERFORMED ON ALL CONSTRUCTION. THE DESIGN ENGINEER SHALL NOTIFY THE CITY WHEN REQUESTING A FINAL INSPECTION
11. AS-BUILT DRAWINGS SHALL BE SUBMITTED IN ACCORDANCE TO THE CITY OF DAYTONA BEACH RULES & REGULATIONS
12. UTILITIES ARE SHOWN BASED ON AS-BUILTS AND BEST AVAILABLE INFORMATION. CONTRACTOR SHALL LOCATE & FIELD VERIFY ALL UTILITIES PRIOR TO START OF CONSTRUCTION.
13. ALL UTILITIES SHALL BE LOCATED UNDERGROUND
14. CONTRACTOR SHALL ATTEND A MANDATORY PRE-CONSTRUCTION MEETING W/CITY STAFF PRIOR TO ANY DISTURBANCE OF PROPERTY

LEGAL DESCRIPTION

A portion of Sec[redacted] 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 68, pages 178-177, 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 the official records book 554, pa[redacted] page 1374, of the [redacted] County, Flor[redacted] Preserve Way, a distance of 233.72 feet to the point of c[redacted] thence run northeasterly, along said [redacted] a distance of 206.13 feet, having a central angle [redacted] bearing north 04°04'01" East, to the point of reverse curvature; thence northwesterly, thence run northeasterly, along said curve on the right-of-way line, having a radius of 237.00 feet, a arc distance of 271.22 feet, having a central angle of 97°12'30", said curve subtended by a chord of 215.86 feet bearing north 13°09'19" East, to an intersection with the southerly line of the reverse curved Grand Preserve - unit one; thence departing the easterly right-of-way line of Grand Preserve Way, run north 84°21'29" east, along the southerly line of said Grand Preserve - Unit One, run south 38°16'59" ea[redacted] to the southwesterly corner of that parcel of land deeded from Indi[redacted] Inc. to the Co[redacted] records book 3371, page 1374 (Volusia County Parcel), of the public records of Volusia County, Florida; thence, de parting the southerly line of said Grand Preserve - Unit One, run south 38°16'59" ea[redacted] lowest said Volusia County parcel, a distance of [redacted] thority right-of-way line of the forementioned LPGA boulevard; thence, de parting the westerly line of said Volusia [redacted] 3" west, along the northerly right-of-way line of said LPGA boulevard, a distance of 334.4[redacted] his description, said parcel [redacted] Power & Light company easement is described [redacted] 4133 pa[redacted] Volusia County, Florida and any other easement or re[redacted]

1	5/27/21	REVISED PER PMD	KAB	BF	

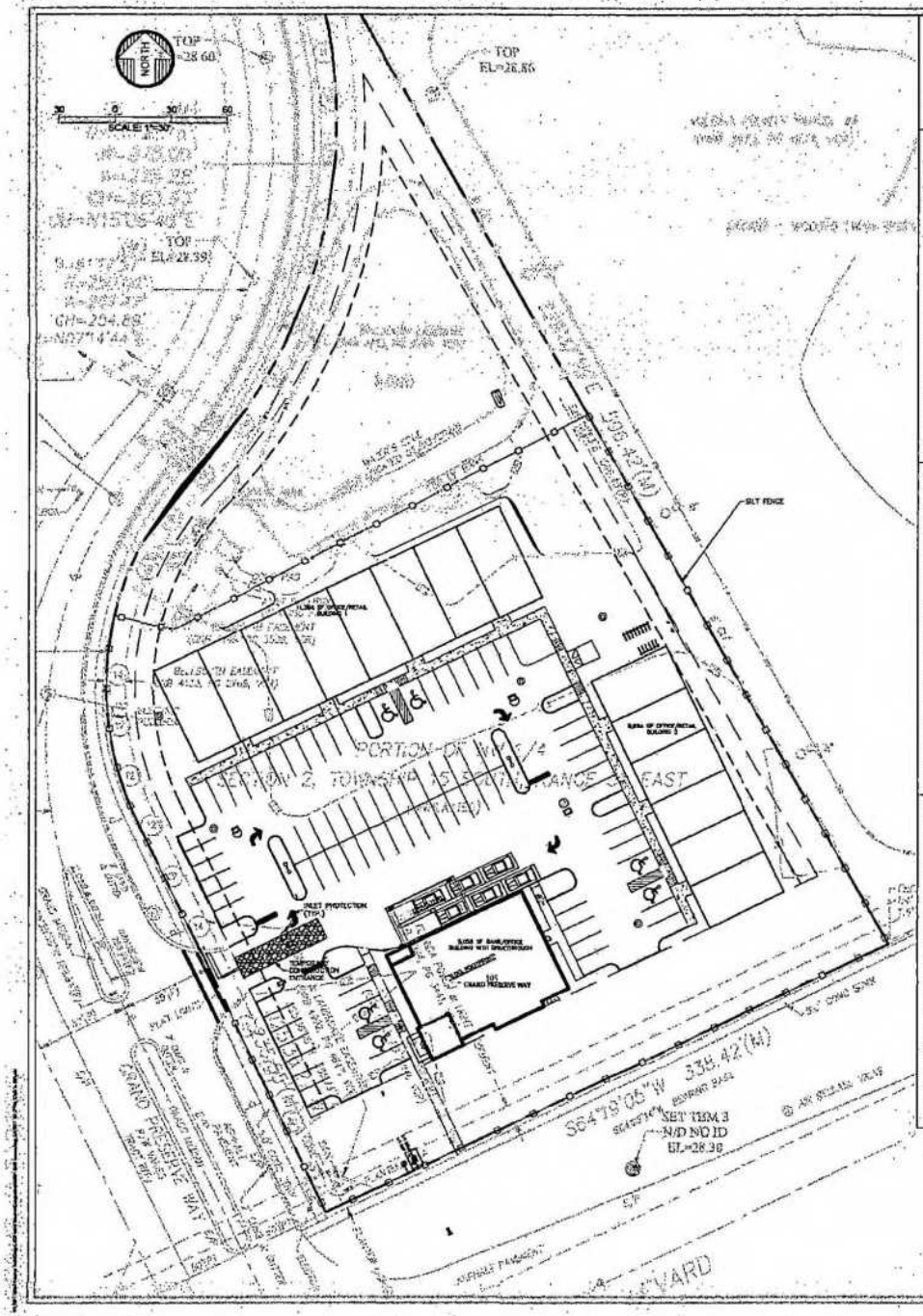
DESIGNED KAB	FILE 19-042CM	DATE 10-25-2020	
DRAWN BY CTB	PROJECT 19-042	SCALE AS NOTED	

ALANN ENGINEERING GROUP, INC.
880 AIRPORT ROAD, SUITE 113
ORMOND BEACH, FL 32174
TEL: (386) 673-7640
FAX: (386) 673-3927

GRAND PRESERVE
DAYTONA BEACH, FL
COVER

Digitally signed by Kimberly A. Buck
DN: C=US, S=FL, L=ORMOND BEACH, O=The Alann Engineering Group, Inc., CN=Kimberly A. Buck, E=kab@ae-group.com
Location: Ormond Beach, FL
Date: 2021.06.04 09:52:28 -04'00'

SHEET
C001


NORTH
SCALE 1"=30'
TOP EL=28.60
TOP EL=26.56
TOP EL=26.39
GH=29.48'
N07°14'44"E
S64°19'05"W 338.42'(M)
SET TBM 3
N/D NO ID
EL=28.38
SILT FENCE
INLET PROTECTION (TYP.)
GRAND PRESERVE WAY
PORTION OF NW 1/4
SECTION 2, TOWNSHIP 15 SOUTH, RANGE 33 EAST
BUILDING EASEMENT
BUILDING 1
BUILDING 2
BUILDING 3
BUILDING 4
BUILDING 5
BUILDING 6
BUILDING 7
BUILDING 8
BUILDING 9
BUILDING 10
BUILDING 11
BUILDING 12
BUILDING 13
BUILDING 14
BUILDING 15
BUILDING 16
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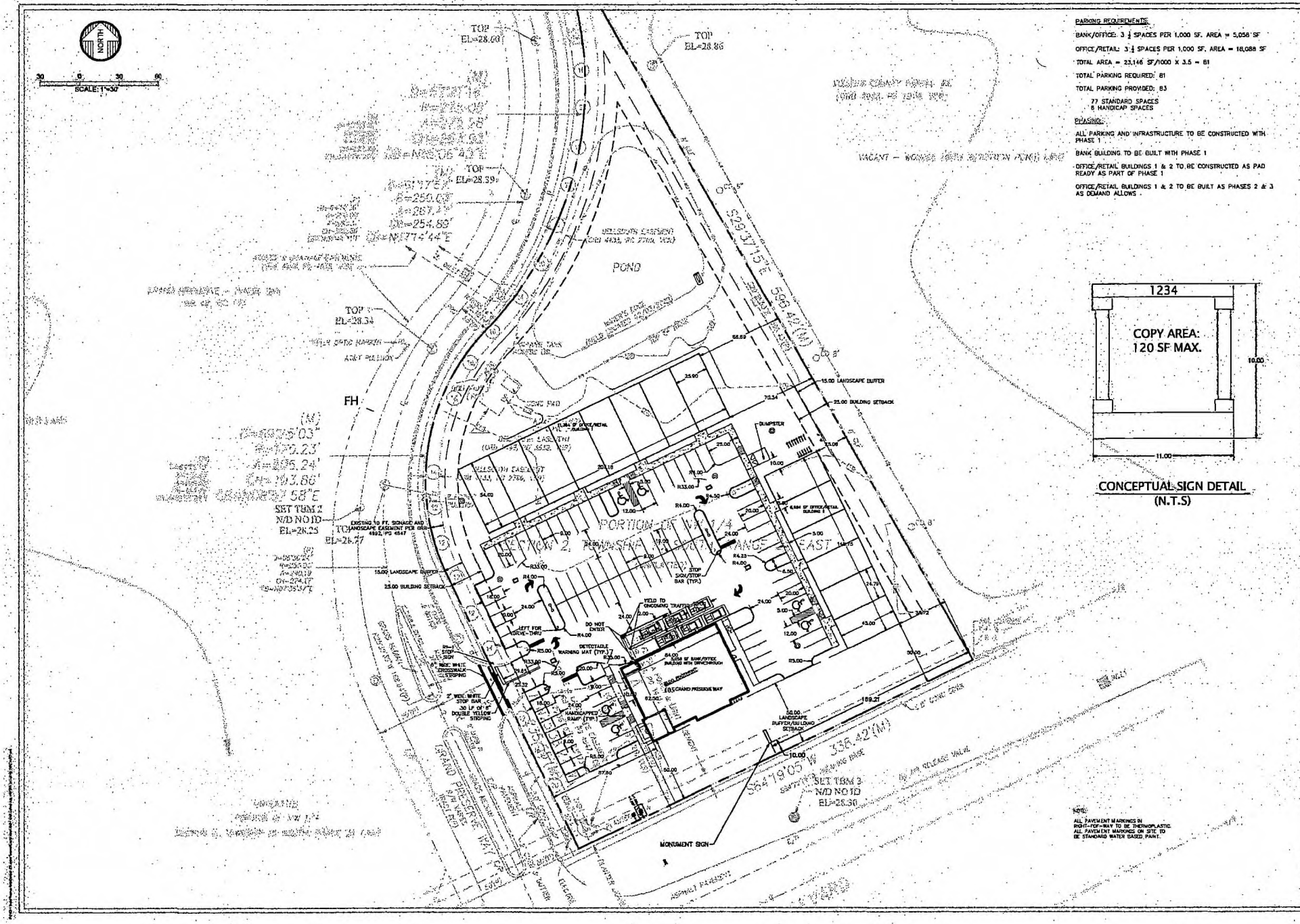
BUILDING 20
BUILDING



PARKING REQUIREMENTS:

BANK/OFFICE: 3 ½ SPACES PER 1,000 SF. AREA = 5,058 SF

OFFICE/RETAIL: 3 ½ SPACES PER 1,000 SF. AREA = 16,088 SF

TOTAL AREA = 23,146 SF/1000 X 3.5 = 81

TOTAL PARKING REQUIRED: 81

TOTAL PARKING PROVIDED: 83

77 STANDARD SPACES
6 HANDICAP SPACES

PHASING:

ALL PARKING AND INFRASTRUCTURE TO BE CONSTRUCTED WITH PHASE 1

BANK BUILDING TO BE BUILT WITH PHASE 1

OFFICE/RETAIL BUILDINGS 1 & 2 TO BE CONSTRUCTED AS PAD READY AS PART OF PHASE 1

OFFICE/RETAIL BUILDINGS 1 & 2 TO BE BUILT AS PHASES 2 & 3 AS DEMAND ALLOWS.

CONCEPTUAL SIGN DETAIL
(N.T.S)

NOTE:
ALL PAVEMENT MARKINGS IN RIGHT-OF-WAY TO BE THERMOPLASTIC. ALL PAVEMENT MARKINGS ON SITE TO BE STANDARD WATER BASED PAINT.

ALANN ENGINEERING GROUP, INC.
CONSULTING ENGINEERS
CERTIFICATE No. EB4473
880 AUDUBON AVENUE, SUITE 113
ORLANDO, FLORIDA 32771
TEL: (386) 673-7640
FAX: (386) 673-3927

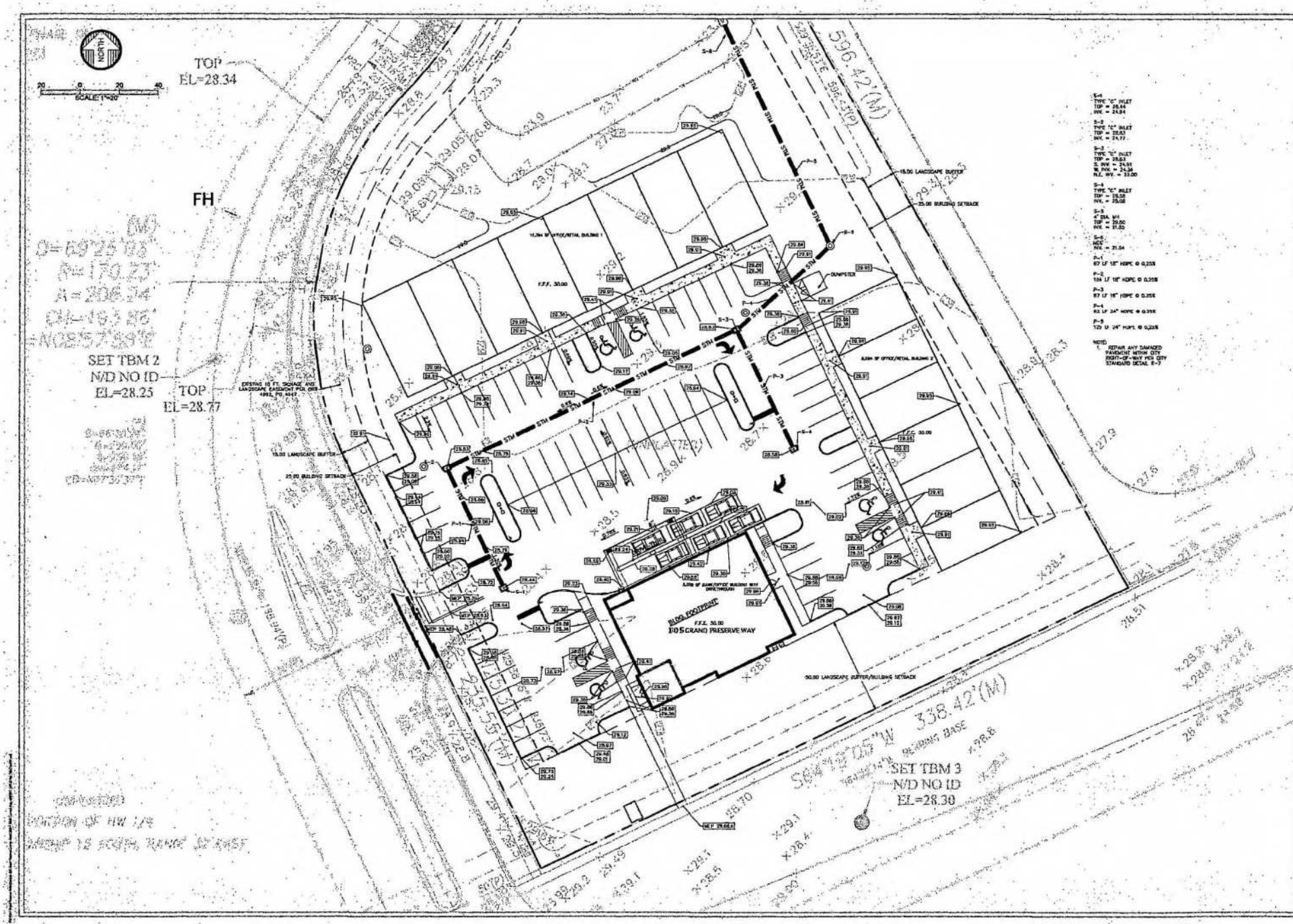
GRAND PRESERVE
DAYTONA BEACH, FL
DIMENSION PLAN

NO.	DATE	REVISION	BY
1	12-21-21	REVISED PER COMMENTS	KJB

DESIGNED: KJB	FILE: 1000-1	DATE: 10-1-2019	
DRAWN BY: CTB	PROJECT: 1000-1	SCALE: AS NOTED	

SHEET
C003

Instrument #2022187962 #37 Book:8296 Page:2777



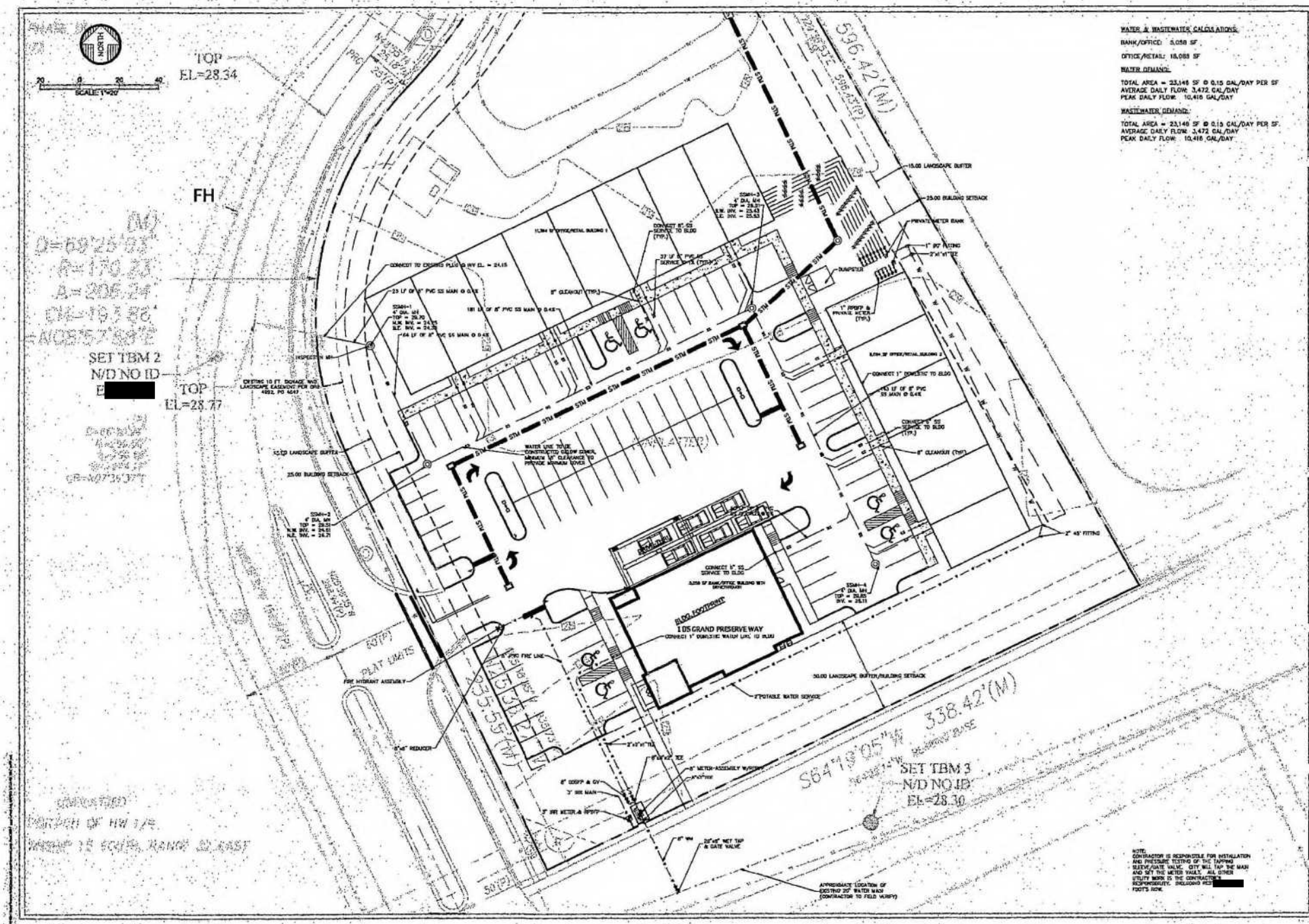
ALANN ENGINEERING GROUP, INC.
CONSULTING ENGINEERS
CERTIFICATE No. 1564-79
[redacted]
TEL (386) 677-7640
FAX (386) 677-3837

GRAND PRESERVE
DAYTONA BEACH, FL.
GRADING PLAN

NO.	DATE	REVISION	BY
1	10/21/21	ADDRESS DRWG (TBM)	PAB

DESIGNER	FILE	DATE	
G.S.	19-001	10-1-2020	
DRAWN BY	PROJECT	SCALE	
J.B.	19-001	AS NOTED	

SHEET
C004



WATER & WASTEWATER CALCULATIONS:

BANK/OFFICE: 5,058 SF

OFFICE/RETAIL: 18,088 SF

WATER DEMAND:

TOTAL AREA = 23,146 SF @ 0.15 GAL/DAY PER SF
AVERAGE DAILY FLOW: 3,472 GAL/DAY
PEAK DAILY FLOW: 10,416 GAL/DAY

WASTEWATER DEMAND:

TOTAL AREA = 23,146 SF @ 0.15 GAL/DAY PER SF
AVERAGE DAILY FLOW: 3,472 GAL/DAY
PEAK DAILY FLOW: 10,416 GAL/DAY

NOTE:
CONTRACTOR IS RESPONSIBLE FOR INSTALLATION AND PRESSURE TESTING OF THE TAPPING SLEEVE/GATE VALVE. CITY WILL TAP THE MAIN AND SET THE METER VAULT. ALL OTHER UTILITY WORK IS THE CONTRACTOR'S RESPONSIBILITY. INCLUDING RES[redacted] FOOT'S ROW.

ALANN ENGINEERING GROUP, INC.
CONSULTING ENGINEERS
CERTIFICATE No. EB3478
1000 BEACH BOULEVARD, SUITE 1
DAYTONA BEACH FL 32174
TEL (386) 679-7640
FAX (386) 679-9327

GRAND PRESERVE
DAYTONA BEACH, FL.
UTILITY PLAN

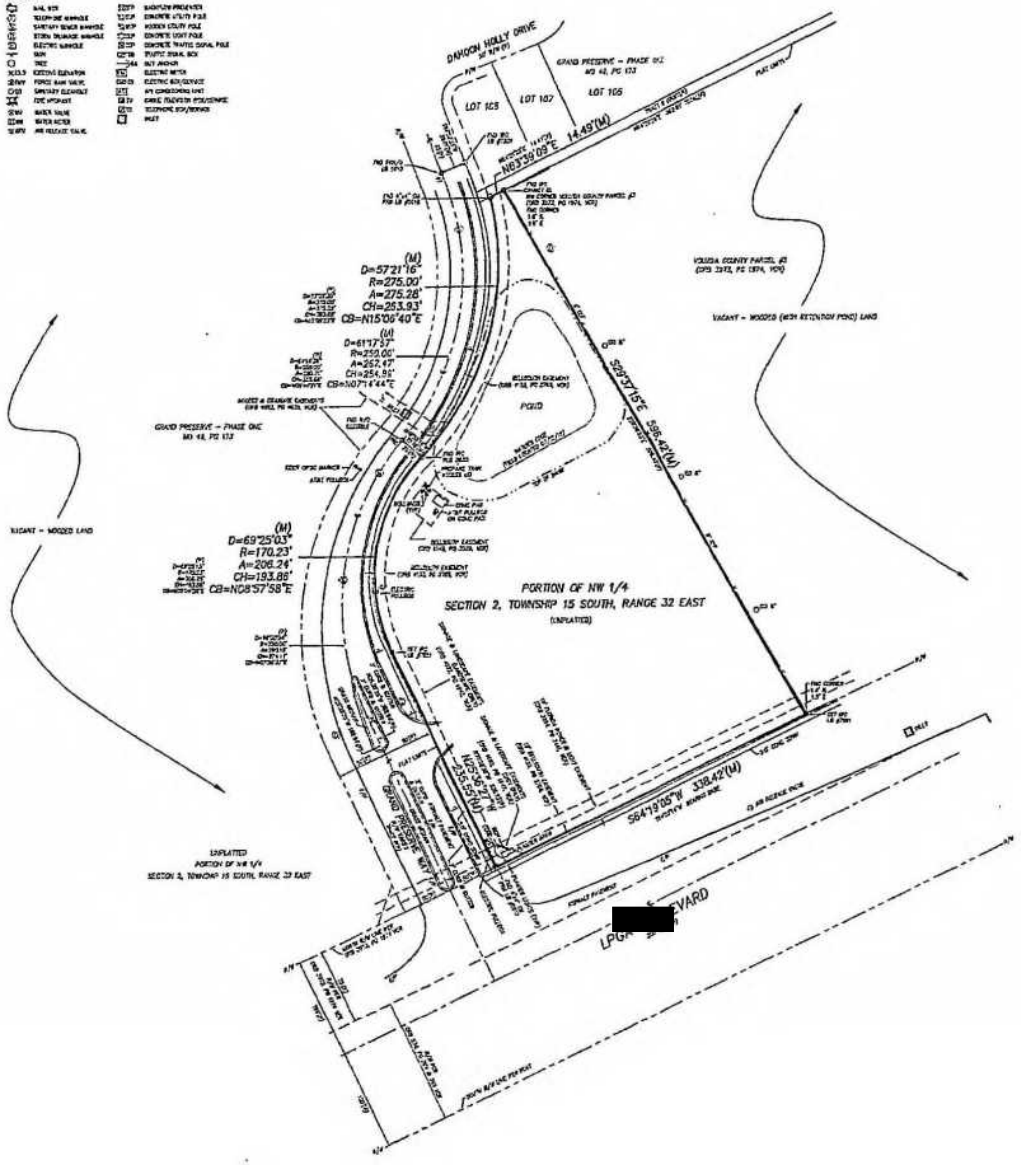
NO.	DATE	REVISION	CKD	BY
1	5/26/23	RELOCATE DRIVE TYPO		

DESIGNED	FILE	DATE	
CHKD	18089-1	10-1-2018	
DRAWN BY	PROJECT	SCALE	
JTB	18089-1	AS NOTED	

SHEET
C005

ABBREVIATIONS

LEGEND



NORTH ARROW

0' 30' 60' 120'

SCALE 1" = 60'

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 (EXACT ID AS SHOWN ON THE RECORD PLAT OF GRAND PRESERVE – UNIT ONE, AS PER MAP RECORDED IN MAP BOOK 48, 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 3534, PAGES 394-395 AND OFFICIAL RECORDS BOOK 3973, PAGE 1874, ALL OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN NORTH 57°06'24" WEST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID GRAND PRESERVE WAY, A DISTANCE OF 233.73 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 206.35 FEET, HAVING A CENTRAL ANGLE OF 69°25'03", SAID CURVE SUBTENDED BY A CHORD OF 193.86 FEET BEARING NORTH 08°57'58" 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 273.23 FEET, HAVING A CENTRAL ANGLE OF 57°21'16", SAID CURVE SUBTENDED BY A CHORD OF 253.93 FEET BEARING NORTH 15°05'40" 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 84°31'35" 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 DECEDED FROM INDIGO DEVELOPMENT INC. TO THE COUNTY OF VOLUSIA, AS DESCRIBED IN OFFICIAL RECORDS BOOK 3673, PAGE 1874 (VOLUSIA COUNTY PARCEL) OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING THE SOUTHERLY LINE OF SAID GRAND PRESERVE – UNIT ONE, RUN SOUTH 03°39'53" EAST, ALONG THE WESTERLY LINE OF SAID VOLUSIA COUNTY PARCEL, A DISTANCE OF 536.42 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 84°31'25" 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 3094, PAGE 3441, AND A 10-FOOT WIDE BELLSOUTH EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 4133, PAGE 2753, ALL OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND ANY OTHER EASEMENTS OR RIGHTS-OF-WAY OF RECORD.

SURVEYOR'S REVIEW OF TITLE COMMITMENT NOTES:

THIS SURVEY WAS MADE IN ACCORDANCE WITH A TITLE [redacted] ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, FILE [redacted], DATED JUNE 01, 2018. THE FOLLOWING COMMENTS REFER TO THE D-3 ITEMS PROVIDED, AS DETERMINED BY THE UNDERSIGNED (ALL RECORDED DOCUMENT REFERENCES ARE TO PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA).

1. DEFECTS, LIENS, ETC ... NOT A MATTER OF SURVEY, NOTHING TO SHOW GRAPHICALLY HEREON.
2. STANDARD EXCEPTIONS ... ENCROACHMENTS, EASEMENTS OF RECORD, OTHER MATTERS, EVIDENCE OF SAME, IF ANY, SHOWN GRAPHICALLY HEREON, UNLESS OTHERWISE INDICATED.
3. TAX STATEMENT ... NOT A MATTER OF SURVEY, NOTHING TO SHOW GRAPHICALLY HEREON.
4. LIEN STATEMENT ... NOT A MATTER OF SURVEY, NOTHING TO SHOW GRAPHICALLY HEREON.
5. FP&L EASEMENT PER ORB 3094, PG 3441 ... LOCATED ON THE SUBJECT LANDS AND SHOWN GRAPHICALLY HEREON.
6. BELLSOUTH EASEMENT PER ORB 4133, PG 2753 ... LOCATED ON THE SUBJECT LANDS AND SHOWN GRAPHICALLY HEREON.
7. SIGNAGE & LANDSCAPE EASEMENT PER ORB 4982, PG 4847 ... LOCATED ON THE SUBJECT LANDS AND SHOWN GRAPHICALLY HEREON.
8. BELLSOUTH EASEMENT PER ORB 5149, PG 3538... LOCATED ON THE SUBJECT LANDS AND SHOWN GRAPHICALLY HEREON.
9. EASEMENTS RESERVED IN WARRANTY DEED PER ORB 4982, PG 4825 ... TO THE BENEFIT OF THE LANDS, ACCESS & DRAINAGE EASEMENTS LOCATED WESTERLY OF AND ADJACENT TO THE SUBJECT LANDS, PARTIALLY SHOWN GRAPHICALLY HEREON.
10. ORDINANCE NO 02-298 PER ORB 3703, PG 1909 ... ANNEXATION DOCUMENT, NOT A MATTER OF SURVEY, NOTHING TO SHOW GRAPHICALLY HEREON.
11. ORDINANCE AGREEMENT PER ORB 3028, PG 347 ... ANNEXATION DOCUMENT, NOT A MATTER OF SURVEY, NOTHING TO SHOW GRAPHICALLY HEREON.

SURVEYOR'S GENERAL NOTES:

1. BASIS OF BEARINGS: ASSUMED, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF L.P.G.A. BOULEVARD (AS SHOWN) BEING S84°31'25"W.
2. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR / MAPPER.
3. UNDERGROUND UTILITIES NOT LOCATED EXCEPT AS SHOWN.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. ALL BOUNDARY MEASUREMENTS SHOWN ARE RECORD AND MEASURED UNLESS OTHERWISE NOTED.
6. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS SURVEY WHICH MAY BE FOUND IN THE COUNTY PUBLIC RECORDS.
7. THIS PROPERTY LIES IN ZONE "X" (RAD MAP) AS SCALED FROM FLOOD INSURANCE RATE MAP (FIRM) FOR VOLUSIA COUNTY, FLORIDA, PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), COMMUNITY PANEL NO. 12127C0352 G, EFFECTIVE DATE: APRIL 15, 2002.
8. THIS SURVEY COMPLIES WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS PER CHAPTER 61-17.051-.053, FLORIDA ADMINISTRATIVE CODE.
9. PRIOR TO RELYING ON THE INFORMATION SHOWN FOR UNDERGROUND UTILITIES FOR THE PURPOSE OF CONNECTION OR EXTENSION, THE UTILITY MUST BE CONTACTED AND INFORMATION VERIFIED.
10. TREES, WETLANDS (IF ANY) AND TOPOGRAPHY NOT SHOWN HEREON.

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 5J-17.051 THROUGH 17.053, FLORIDA ADMINISTRATIVE CODE.

Kenneth J Kuhar — Digitally signed by Kenneth J Kuhar Date: 2018.07.19 14:39:53 -04'00'

KENNETH J. KUHAR
FLORIDA PROFESSIONAL SURVEYOR/MAPPER #6105

KUHAR SURVEYING & MAPPING, LLC
1501 RIDGEWOOD AVENUE, SUITE 2105, HOLLY HILL, FLORIDA 32117
Phone: 386-672-0002 386-253-6051 WWW.KUHARSURVEYING.COM
LB 7991 LS (PSM) 6105

NO	DATE	DESCRIPTION

REVISIONS

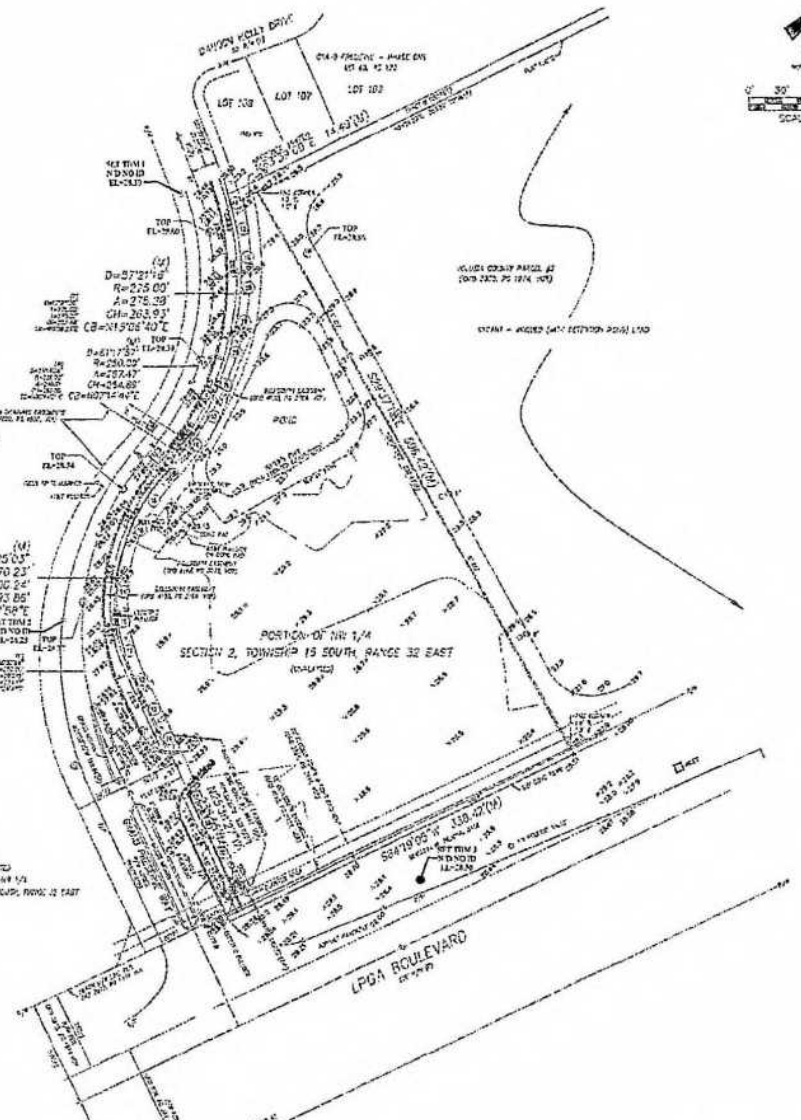
BOUNDARY SURVEY

PREPARED FOR: SUN GLOW CONSTRUCTION, INC.

DAYTONA BEACH, FLORIDA

PROJECT NO K18066
DRAWING REFERENCE NO. K18066-BOUNDARY.DWG
REVISION NO./DATE
ORIGINAL ISSUE DATE 07-17-2018
SHEET 1 OF 1

LPGA BOULEVARD
DAYTONA BEACH, FLORIDA



GENERAL NOTES:

1. BEARING SHOWN HEREON ASSUMED (S89°21'14"W) ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF LPGA BOULEVARD FOR ANGLE MEASUREMENT ONLY, AS SHOWN ON BOUNDARY PREPARED BY KUHAR SURVEYING AND MAPPING, LLC.
2. LEGAL DESCRIPTION PROVIDED BY BOUNDARY PREPARED BY, KUHAR SURVEYING AND MAPPING, LLC. NO TITLE WORK PROVIDED TO THIS SURVEYOR.
3. THIS MAP IS INTENDED TO BE PLOTTED AT A SCALE OF 1" = 60'(50) OR SMALLER. ANY USE OF THIS FILE AT A SCALE LARGER THAN STATED SHALL BE AT THE USERS OWN RISK.
4. RECORD DIMENSIONS ARE SHOWN IN PARENTHESES (), WHEN DIFFERENT FROM MEASURED.
5. FLOOD PLAIN CLASSIFICATION: ACCORDING TO THE FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) FLOOD INSURANCE RATE MAP, COMMUNITY OF CITY OF DAYTONA BEACH, FLORIDA NUMBER 125099, PANEL NUMBER 12127C 0025 H, DATED FEBRUARY 19, 2014, THIS PROPERTY IS IN FLOOD ZONES "X".
6. HISTORY REFERENCE TO PREVIOUS SURVEY OR HELPER SURVEYS, LINEAGE OF DATA HORIZONTAL DATA REFERENCES, DATE OF ORIGINAL PLAT:
   A.) FOUND SRY BY KUHAR SURVEYING AND MAPPING LLC, PROJECT NUMBER KSM06, DATED 07-17-2018 FOR BOUNDARY INFORMATION.
7. ELEVATIONS REFER TO (NAVD) NORTH AMERICAN VERTICAL DATUM 1988, FEET AND DECIMAL PART THEREOF. BENCHMARK REFERENCED NAVD ELEVATION FROM BENCHMARK DESIGNATION IS A CITY OF DAYTONA BEACH BENCHMARK, DENOTED MEDIO, ELEVATION = 20.82.
   A.) BENCHMARK #2 SET TEMPORARY NAIL AND DISK, NO ID, LOCATED IN FOUR DIAMOND MOLLY DRIVE IN THE WEST RIGHT-OF-WAY OF GRAND PRESERVE WAY, ELEVATION = 25.92
   B.) BENCHMARK #2 SET TEMPORARY NAIL AND DISK, NO ID, IN THE EDGE OF PAVEMENT, ALONG GRAND PRESERVE WAY, ELEVATION = 25.27
   C.) BENCHMARK #1 SET TEMPORARY NAIL AND DISK, NO ID, LOCATED IN NORTH RIGHT-OF-WAY LINE OF LPGA BOULEVARD EAST OF GRAND PRESERVE WAY, ELEVATION = 24.59
8. THE BOUNDARY LINES SHOWN ARE COMPILED FROM THE SAID INFORMATION ALONG WITH EXISTING MONUMENTATION FOUNDED DURING THE FIELD SURVEY DOES NOT CONTAIN OR REFLECT OWNERSHIP. THERE MAY BE OTHER INFORMATION NOT ON RECORD OR [redacted] SUCH AS DEEDS OR SURVEY HELPERS FROM OTHER SURVEYORS THAT ARE NOT ON RECORD OR A SURVEYING AT THE TIME OF SURVEY. A1A SURVEYING ATTEMPTS TO CONTACT LOCAL SURVEYORS FOR HELPER SURVEYS. SEE LIMITATIONS.
9. TOPOGRAPHIC AND FIELD INFORMATION SHOWN IS BASED ON BOUNDARY BY KUHAR [redacted] ING AND MAPPING, LLC. AT CLIENTS REQUEST. SEE BOUNDARY BY KUHAR SURVEYING AND MAPPING, LLC., PROJECT NUMBER KSM06, DATED 07-17-2018 FOR BOUNDARY INFORMATION.
10. LIMITATIONS:
   A.) WITH SOME INFORMATION OF RECORD REFLECTED ON EASEMENTS, RIGHT-OF-WAY AND OR OWNERSHIP NOT FURNISHED TO THIS SURVEYOR, EXCEPT AS MAY BE ADDITIONAL RESTRICTIONS AND OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN. LOCATION OF EASEMENTS OF RIGHT-OF-WAY OF RECORD, IS REQUIRED. THIS INFORMATION MUST BE FURNISHED [redacted] VEYOR AND MAPPER, PER FLORIDA STATUTES RULE 5J-17.052(2)(e). THIS SURVEYOR DOES NOT ACCEPT ANY RESPONSIBILITY AND FOR ITS HELD NEGLIGENT FOR ANY OMISSIONS DUE TO POSSIBLE DOCUMENTATION THAT MIGHT EXIST OF LATER OR NOT PROVIDED. THIS SURVEYOR ALSO RETAINS THE RIGHT TO REVISE THIS SURVEY, BASED ON THE NEW INFORMATION, EVIDENCE OTHER SURVEYS BY OTHER SURVEYING COMPANIES, DEEDS AND ANY [redacted] BROUGHT FORWARD DURING OR AFTER THE COMPLETION OF THIS SUR[redacted] SURVEYOR WILL BRY TO CONTACT OTHER LOCAL SURVEYORS FOR POSSIBLE HELPER SURVEYS TO COMPLETE A MORE ACCURATE SURVEY. THE SURVEY IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THIS SURVEYOR, AND FIRM, FROM WHICH IS FORMULATED BY HIS OWN BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM, DOES NOT ASSUME ANY RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY CLAIMS ARISING FROM [redacted] CT, OMITTED INCORRECT INFORMATION WHICH IS USED AS A BASIS TO FORMULATE THIS SURVEYOR'S OPINION. THIS SURVEY DOES NOT DETERMINE, REFLECT OR CONSTITUTE OWNERSHIP. THIS SURVEY AND ITS ITEMS, FIELD NOTES AND DRAWING, IS NOT THE OWNERSHIP OF THE CLIENT OF THE OWNERSHIP OF THE SURVEYOR. THE SURVEY IS ONLY VALID AT THE TIME OF FIELD INSPECTION.
   B.) IT IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THIS SURVEYOR AND THE FIRM, FROM WHICH IS FORMULATED ON ITS BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIR[redacted] ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM [redacted] OR INCORRECT INFORMATION PROVIDED BY THE OWNER, LENDER, OR OWNER'S CONTRACTORS OR OTHERS, WHICH IS USED AS A BASIS TO FORMULATE THIS SURVEYOR'S OPINION.
   C.) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE PARTY. PER FLORIDA STATUTES CHAPTER RULE 5J-17.051(3)(b)
   D.) THE ACCEPTANCE OF THIS SURVEY AS CERTIFIED FOR THE EXCLUSIVE USE OF NAMES SHOWN HEREON SHALL CONSTITUTE FULFILLMENT OF ANY CONTRACTUAL OBLIGATION. "ORIGINAL" AS DEFINED HEREIN REFERS TO THE SIGNED AND SEALED GRAPHIC REPRESENTATION OF THE FIELD SURVEY. CAD FILES ARE NOT THE SURVEY AND THERE MAY BE A SURCHARGE FOR THEM.
   E.) TAX PARCEL IDENTIFICATION NUMBERS, ADJACENT OWNERS NAMES AND ADDRESS WERE SHOWN AS TAKEN FROM SAID COUNTY PROPERTY WEBSITE.
   F.) HELP INFORMATION:
      1.) HELPERS AS SHOWN ON THE SURVEY PLOTS THE LOCATION AND DIAMETER TAKEN APPROXIMATELY 4 TO 6 FEET ABOVE GROUND LEVEL (APPROXIMATELY CHEST HEIGHT). THE TREE IDENTIFICATION SHOWN IS USUALLY A COMMONLY KNOWN NAME. HOWEVER THE ACCURACY OF THE SPECIES OF SAID IDENTIFICATION SHALL FOR [redacted] VERIFIED BY AN ARBORIST OR ANY OTHER PROFESSIONAL LICENSED TO IDENTIFY TREES (LANDSCAPE ARCHITECT, ENVIRO[redacted] ETC.). IDENTIFICATION IS OUT OF THE EXPERTISE OF THE A FLORIDA SURVEYOR OR MAPPER, UNLESS THEY POSSESS SUCH CERTIFICATES.
   G.) TOPOGRAPHIC SURVEY:
      1.) CONTOURS ARE ON ONE FOOT INTERVALS, INTERPOLATED BETWEEN GRIDS, VISIBLE GRADE BREAKS, ALONG SHIFT RANDOM GROUND ELEVATIONS.

LEGEND:

PV	PAVED
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
FIRM	FLOOD INSURANCE RATE MAP
FL	FLORIDA
FPP	FLORIDA POWER AND LIGHT
JP	JOINT USE POLE
LB	LICENSED BUSINESS
MC	CENTRAL MONITORING CO.
LSC	LICENSED SURVEYOR CORPORATION
LS	LICENSED SURVEYOR
PRM	PERMANENT
NAVD	NORTH AMERICAN VERTICAL DATUM
NGVD	NATIONAL GEODETIC VERTICAL DATUM
(F)	FIELD
(M)	PER PLAT
(R)	PER DEED OR OTHER INSTRUMENT
R/W	RIGHT-OF-WAY
N/A	NOT APPLICABLE
—TOP—	TOP OF BANK
—TOE—	TOE OF SLOPE
	INDICATES
	PER DEED/PLAT
	PER DEED/REVISION

TREE LEGEND / SYMBOLS / COUNT:

OAK TREE	(E)	21
		21 TOTAL

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 AS PLATTED AS AS SHOWN ON THE SECOND PLAT OF GRAND PRESERVE, UNIT ONE, AS PER MAP RECORDED IN MAP BOOK 49, PAGES 123 - 125, 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 833, PAGES 394-399 AND OFFICIAL RECORDS BOOK 3073, PAGE 1874, ALL OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN NORTH 73°34'00" WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF GRAND PRESERVE WAY A DISTANCE OF 1013.73 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, THENCE RUN NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 1023.23 FEET, AN ARC DISTANCE OF 200.16 FEET HAVING A CENTRAL ANGLE OF 11°12'12" AND BEING SUBTENDED BY A CHORD OF 199.86 FEET BEARING NORTH 53°57'54" EAST, TO THE POINT OF REVERSE CURVATURE; THENCE RUN NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 1023.23 FEET, AN ARC DISTANCE OF 200.16 FEET HAVING A CENTRAL ANGLE OF 11°12'12" AND BEING SUBTENDED BY A CHORD OF 199.86 FEET BEARING NORTH 65°12'06" EAST, TO THE INTERSECTION WITH THE SOUTHERLY LINE OF GRAND PRESERVE, UNIT ONE, THENCE DEPARTING THE EASTERLY RIGHT-OF-WAY LINE OF GRAND PRESERVE WAY, RUN NORTH 89°12'12" EAST, ALONG THE SOUTHERLY LINE OF SAID GRAND PRESERVE, UNIT ONE, A DISTANCE OF 1147.00 FEET TO THE NORTHWESTERLY CORNER OF THAT PARCEL OF LAND DESCRIBED IN THE DEED DEVELOPMENT INC. TO THE COUNTY OF VOLUSIA, AS RECORDED IN OFFICIAL RECORDS BOOK 3262, PAGE 1974, VOLUSIA COUNTY PARCEL 3, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING THE SOUTHERLY LINE OF SAID GRAND PRESERVE, UNIT ONE, RUN SOUTH 00°03'31" EAST, ALONG THE WESTERLY LINE OF SAID VOLUSIA COUNTY PARCEL, A DISTANCE OF 1284.19 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF THE APPROXIMATELY 200 FOOT WIDE LPGA BOULEVARD; THENCE RUN SOUTHWESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID VOLUSIA COUNTY PARCEL, AND SOUTH 89°19'05" WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF LPGA BOULEVARD, A DISTANCE OF 338.42 FEET TO THE POINT OF BEGINNING OF THE DESCRIPTION, SAID PARCEL ALSO BEING SUBJECT TO A 10-FOOT WIDE FLORIDA POWER & LIGHT COMPANY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 3204, PAGE 3441, AND A 30-FOOT WIDE INGRESS/EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4234, PAGE 2063, ALL OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND ANY OTHER EASEMENTS OR RIGHTS-OF-WAY OF RECORD.

SURVEYOR'S GENERAL NOTES:

1. BASIS OF BEARINGS: ASSUMED, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF LPGA BOULEVARD (AS SHOWN) BEING S89°19'05"W.
2. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER.
3. UNDERGROUND UTILITIES NOT LOCATED EXCEPT AS SHOWN.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. ALL BOUNDARY MEASUREMENTS SHOWN ARE RECORD AND MEASURED UNLESS OTHERWISE NOTED.
6. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS SURVEY WHICH MAY BE FOUND IN THE COUNTY PUBLIC RECORDS.
7. THE PROPERTY LIES IN ZONE "X" (OLD ZONE "C") AS TAKEN FROM FLOOD INSURANCE RATE MAP (FIRM) FOR VOLUSIA COUNTY, FLORIDA, PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), COMMUNITY PANEL NO. 12127C0025 G, EFFECTIVE DATE: APRIL 19, 2011.
8. THIS SURVEY COMPLIES WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS CHAPTER 5J-17.051 - 052, FLORIDA ADMINISTRATIVE CODE.
9. PRIOR TO CLOSING ON THE INFORMATION SHOWN FOR UNDERGROUND UTILITIES FOR THE PURPOSE OF SEARCHING OR EXAMINING THE UTILITY MUST BE OBTAINED AND VERIFIED.
10. SIZES, DISTANCE (IF ANY) AND TOPOGRAPHY NOT SHOWN HEREON.

CERTIFIED TO:	TYPE OF SURVEY: Topographic Tree REVISIONS:
Field Work by: KM Date: 03/23/21 Office Work by: KM Date: 03/24/21 Field Book: 11 Page: 69 Scale: 1"=60' File: B. C. A1A Surveying, LPGA Grand Preserve, LPGA Tree 020820	SITE ADDRESS: LPGA Blvd. Daytona Beach, Florida PROJECT: 294184

SHEET 2 OF 2

A1A SURVEYING, INC.
Professional Surveyors
Residential Commercial Construction
Phone: 386.216.5730
555 W Granada Blvd., Suite D7, Ormond Beach, Florida 32174 LB 8205

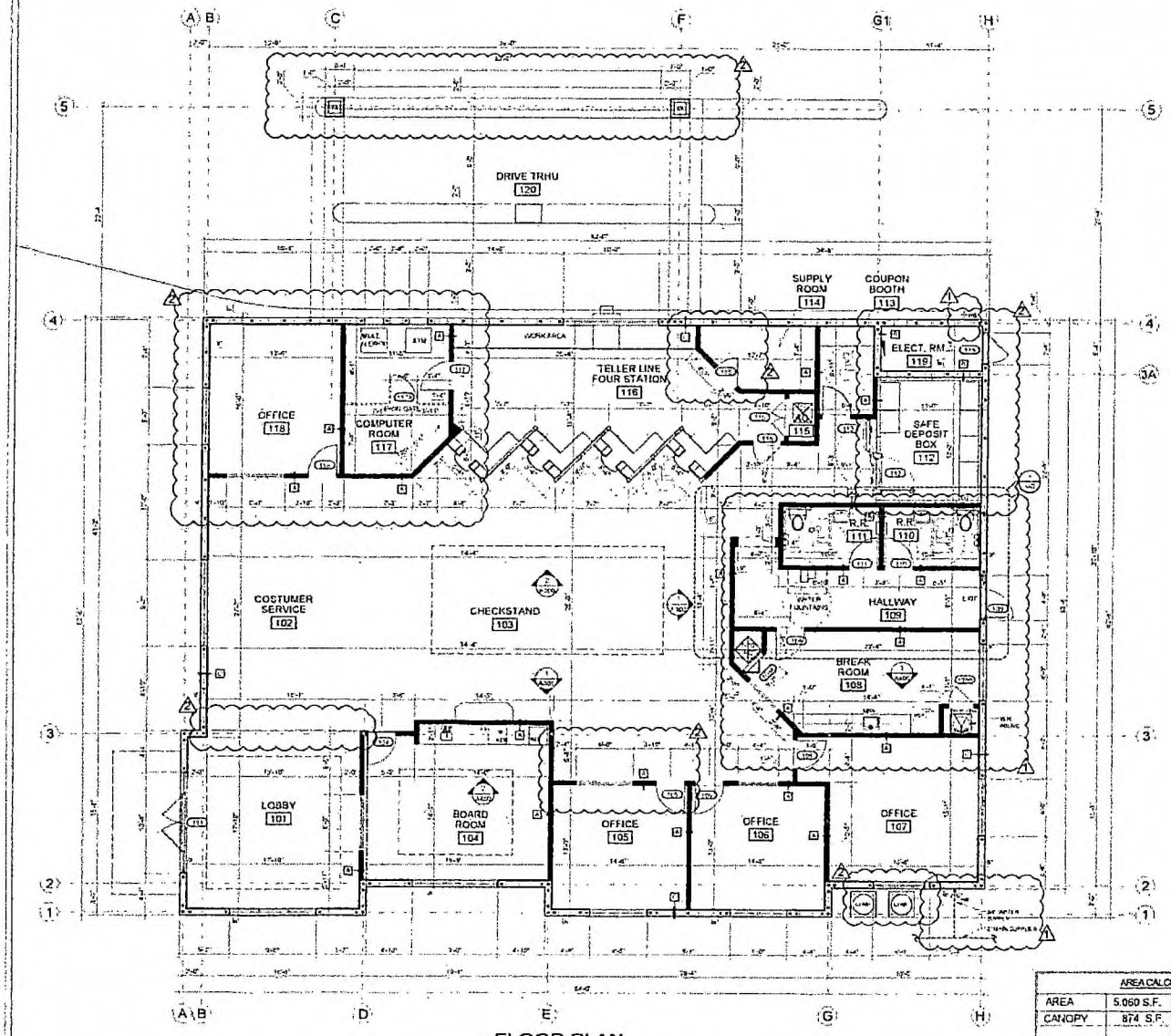
THIS DRAWING PLAT IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, PER CHAPTER 5J-17.051, 052, FLORIDA ADMINISTRATIVE CODE. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL.

David McMillan
#2-2020
PSM #6378

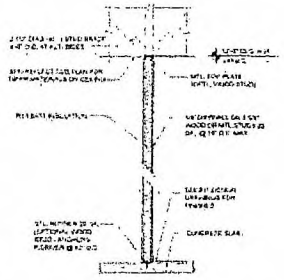
Exhibit B

Floor Plans Bank Bldg and Bldg 1 & 2

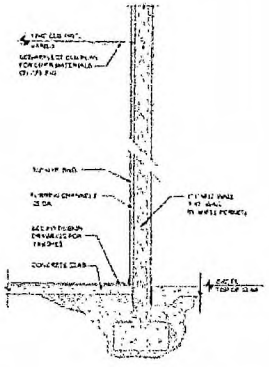
Elevations Bank Bldg and Bldg 1 & 2



1 FLOOR PLAN
SCALE: 3/16" = 1'-0"



A TYP. INTERIOR PARTITION



B C.M.U. WALL

AREA CALCULATIONS		
AREA	5,060 S.F.	AIR-CONDITIONED
CANOPY	874 S.F.	
TOTAL	5,934 S.F.	

WALL LEGEND

- NEW INTERIOR BEARING CMU WALL — CONCRETE BLOCK WITH DOWELS
- NEW BEARING INT. WOOD FRAME WALL
- WOOD FRAMED BEARING WALL

ARCHITECTURAL DESIGN ASSOCIATES INC.
AA26001959

BARWICK BANKING COMPANY
TENANT - PERMIT
LPGA BOULEVARD - DAYTONA BEACH, FL.

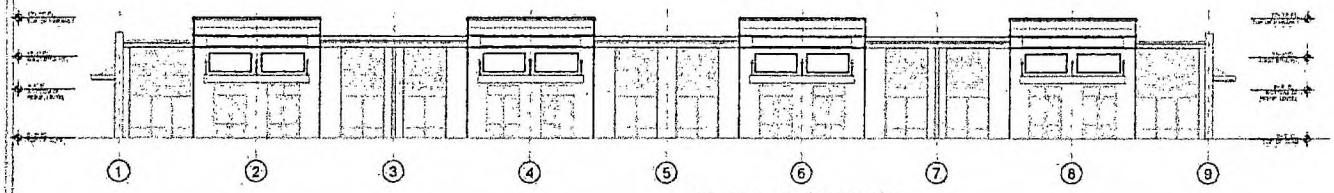
FLOOR PLAN & WALL DETAILS

SEAL
RICHARD BROOKFIELD
PRINCIPAL ARCHITECT

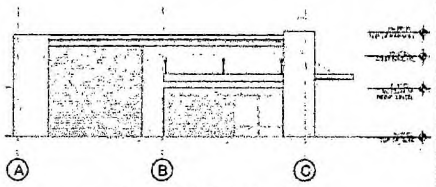
DRAWN BY:
OWNER:

REV#	DATE	DESCRIPTION
1	06 03 21	CITY COMMENTS
2	06 13 21	CITY COMMENTS

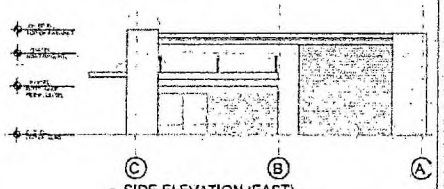
06 13-21
SHEET NUMBER
A-200



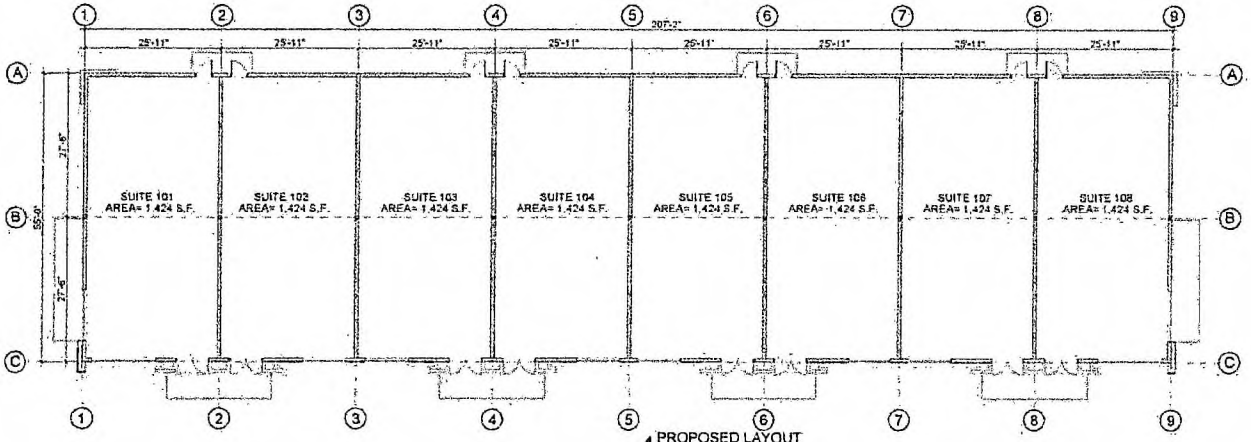
1 FRONT ELEVATION (SOUTH)
SCALE: 3/32"=1'-0"



2 SIDE ELEVATION (WEST)
SCALE: 3/32"=1'-0"

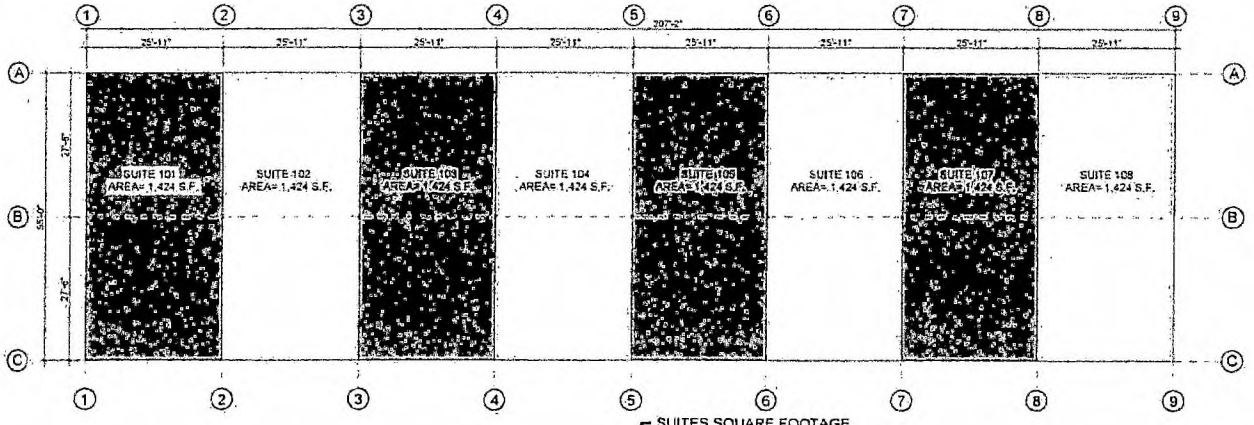


3 SIDE ELEVATION (EAST)
SCALE: 3/32"=1'-0"

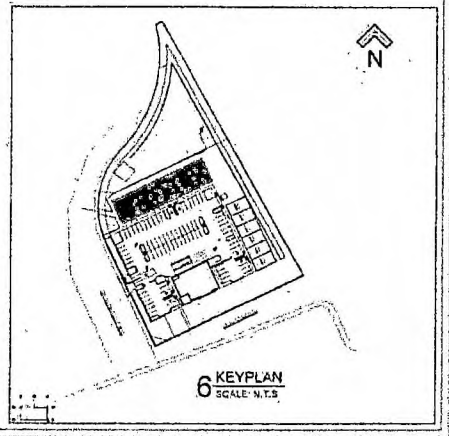


4 PROPOSED LAYOUT
SCALE: 3/32"=1'-0"

AREA CALCULATIONS BLDG. 1	
SUITE 101	1,424 S.F.
SUITE 102	1,424 S.F.
SUITE 103	1,424 S.F.
SUITE 104	1,424 S.F.
SUITE 105	1,424 S.F.
SUITE 106	1,424 S.F.
SUITE 107	1,424 S.F.
SUITE 108	1,424 S.F.
TOTAL BUILDING	11,392 S.F.



5 SUITES SQUARE FOOTAGE
SCALE: 3/32"=1'-0"



6 KEYPLAN
SCALE: N.T.S

ARCHITECTURAL DESIGN ASSOCIATES INC.
AA26001959

GRAND PRESERVE
111 GRAND PRESERVE WAY
LPGA BOULEVARD - DAYTONA BEACH, FL
BUILDING 1

SEAL
RICHARD BROOKFIELD
PRINCIPAL ARCHITECT

TO THE BEST OF THE ARCHITECT'S KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH SECTIONS 553.44 & 553.45 AND CHAPTER 633, FLORIDA STATUTES.

DRAWN BY: A. DAVIS
OWNER: RAYSON CONSTRUCTION

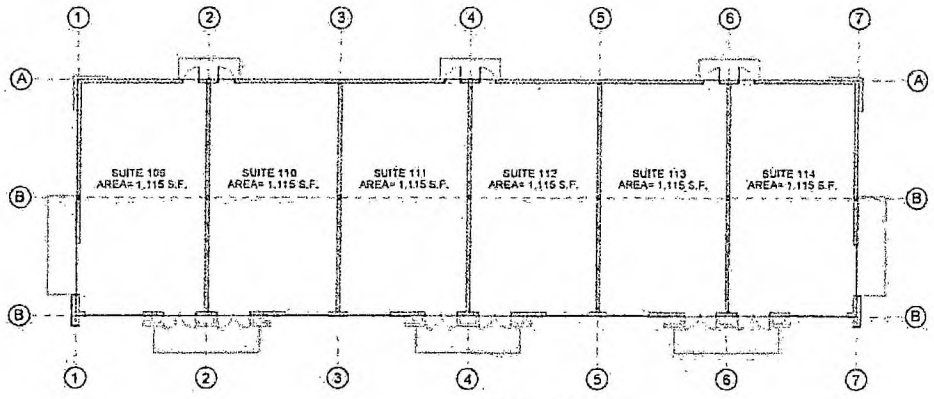
REV #	DATE	DESCRIPTION

11 19-21
SHEET NUMBER
A-100

CONSTRUCTION DOCUMENTS

1 FRONT ELEVATION (SOUTH)
SCALE: 3/32"=1'-0"

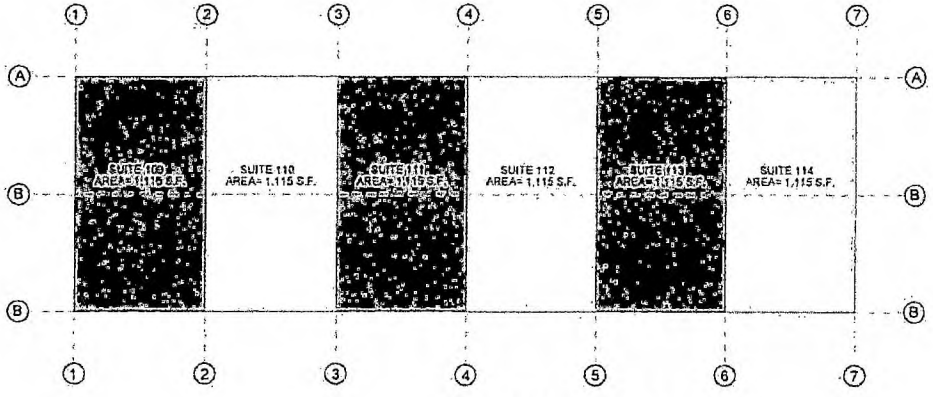
2 SIDE ELEVATION (WEST)
SCALE: 3/32"=1'-0"



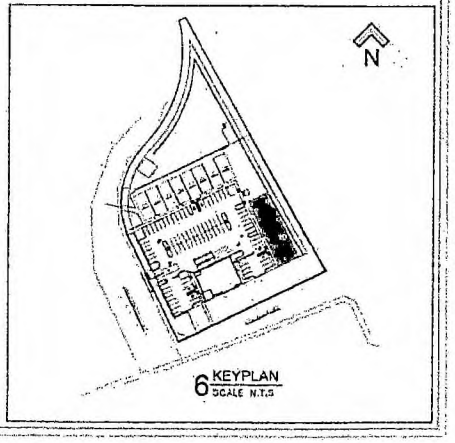
4 PROPOSED LAYOUT
SCALE: 3/32"=1'-0"

3 SIDE ELEVATION (EAST)
SCALE: 3/32"=1'-0"

AREA CALCULATIONS BLDG. 2	
SUITE 109	1,115 S.F.
SUITE 110	1,115 S.F.
SUITE 111	1,115 S.F.
SUITE 112	1,115 S.F.
SUITE 113	1,115 S.F.
SUITE 114	1,115 S.F.
TOTAL BUILDING	6,690 S.F.



5 SUITES SQUARE FOOTAGE
SCALE: 3/32"=1'-0"



6 KEYPLAN
SCALE N.T.S

ARCHITECTURAL DESIGN + ASSOCIATES INC.
AA26001959

GRAND PRESERVE
111 GRAND PRESERVE WAY
LPGA BOULEVARD - DAYTONA BEACH, FL.
BUILDING 2

SEAL
RICHARD BROOKFIELD
PRINCIPAL ARCHITECT

TO THE BEST OF THE ARCHITECT'S KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE SAFETY STANDARDS ASSESSED/ENFORCED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH SECTION 553.44 F.S. AND CHAPTER 633 FLORIDA STATUTES.

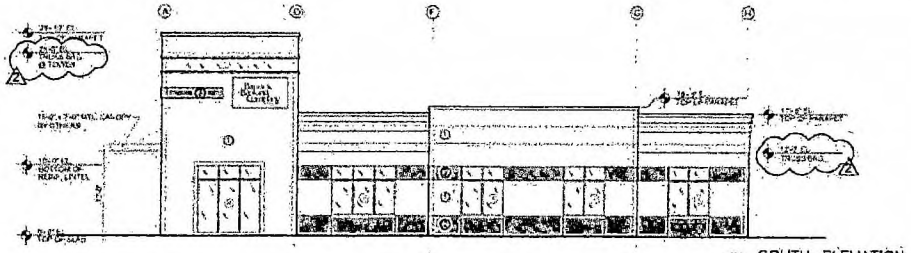
DRAWN BY: A. GARCIA

OWNER: SUNSHINE CONSTRUCT.

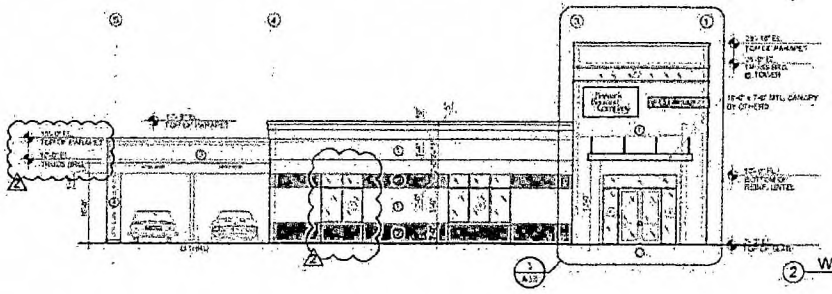
REV#	DATE	DESCRIPTION

11 19-21

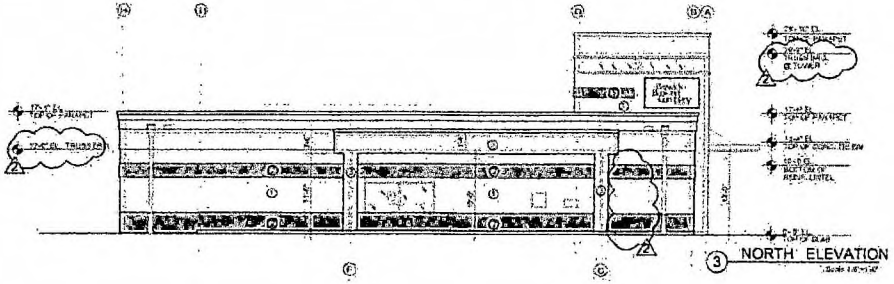
SHEET NUMBER
A-100



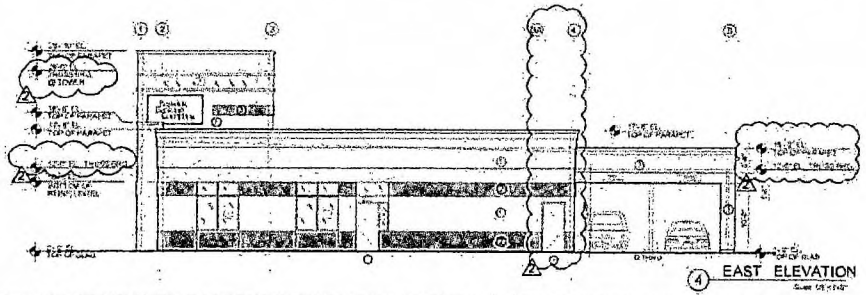
1 SOUTH ELEVATION



2 WEST ELEVATION

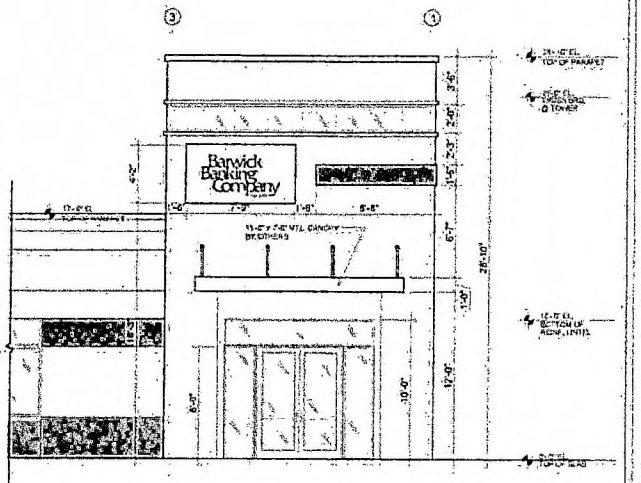


3 NORTH ELEVATION

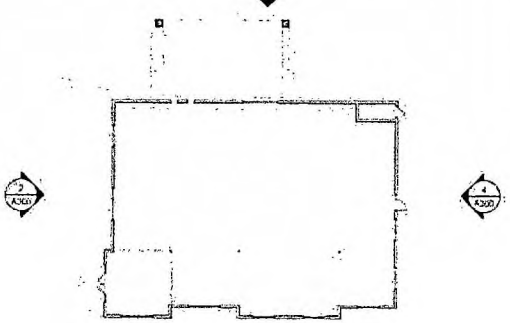


4 EAST ELEVATION

COLOR PALETTE		
1	SW 7035 AESTHETIC WHITE	BODY
2	SW 7038 TONY TAUPE	ACCENT-1
3	SW 6388 GOLDEN FLEECE	ACCENT-2



5 TOWER ENLARGED



6 KEY PLAN

ARCHITECTURAL DESIGN + ASSOCIATES INC.
AA26001959

BARWICK BANKING COMPANY
SHELL BUILDING - PERMIT
LPGA BOULEVARD - DAYTONA BEACH, FL.

BUILDING ELEVATIONS

SEAL

RICHARD BROCKFIELD
PRINCIPAL ARCHITECT

TO THE BEST OF THE ARCHITECT'S KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH SECTION 553.73(10)(c) F.S. AND CHAPTER 633 FLORIDA STATUTES

DRAWN BY: A.Cabrera

OWNER: BARWICK CONSTRUCT.

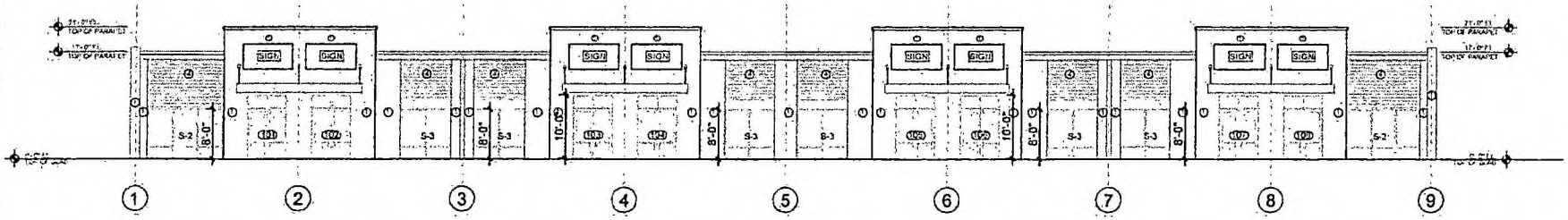
REV	DATE	DESCRIPTION
A	06-15-22	CONSTR. DOCUMENTS

06-14-21

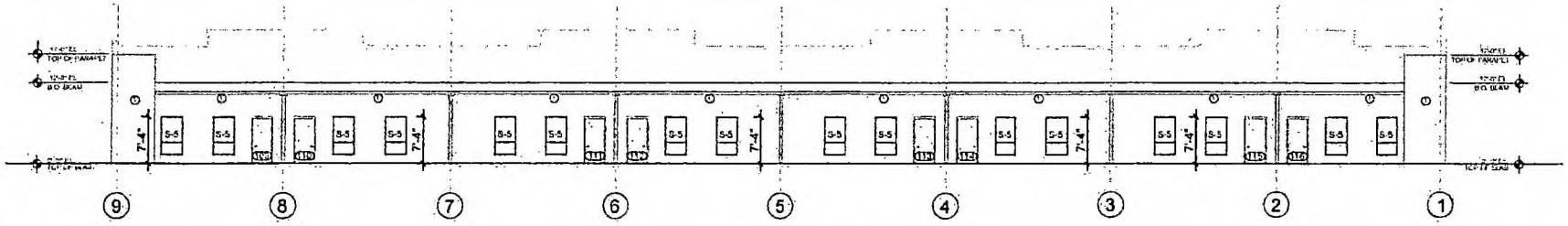
SHEET NUMBER

A-300

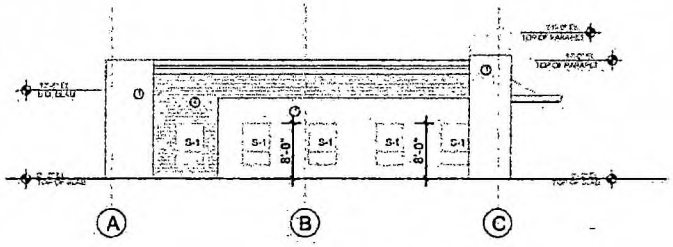
CONSTRUCTION DOCUMENTS



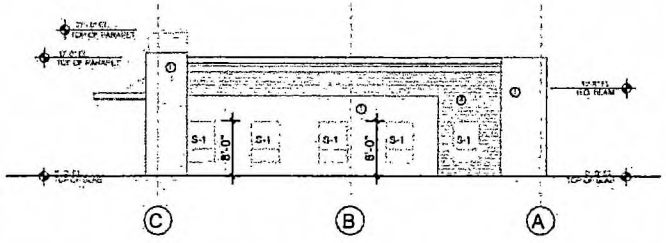
1 FRONT ELEVATION (SOUTH)
SCALE: 1/8"=1'-0"



2 REAR ELEVATION (NORTH)
SCALE: 1/8"=1'-0"



3 SIDE ELEVATION (WEST)
SCALE: 1/8"=1'-0"



4 SIDE ELEVATION (EAST)
SCALE: 1/8"=1'-0"

COLOR PALETTE	
① SW 7035 AESTHETIC WHITE	BODY
② SW 7039 TONY TAUPE	ACCENT-1
③ SW 6188 GOLDEN FLEECE	ACCENT-2
④	

ARCHITECTURAL DESIGN + ASSOCIATES INC.
AA26001959

GRAND PRESERVE
BUILDING # 1
111 GRAND PRESERVE WAY
LPGA BOULEVARD - DAYTONA BEACH, FL.

ELEVATIONS BLDG. 1

SEAL

RICHARD BROOKFIELD
PRINCIPAL ARCHITECT

TO THE BEST OF THE ARCHITECT'S KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH SECTION 553.84 F.S. AND CHAPTER 633, FLORIDA STATUTES

DRAWN BY: A. Garcia

OWNER: SUNCOAST DEVELOPMENT

REV	DATE	DESCRIPTION

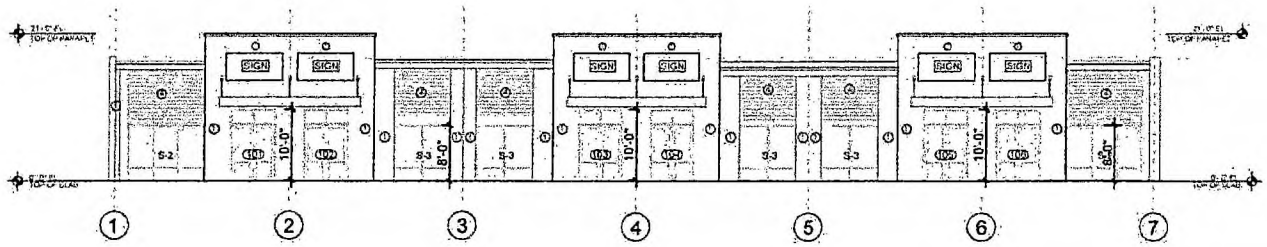
02-07-22

SHEET NUMBER

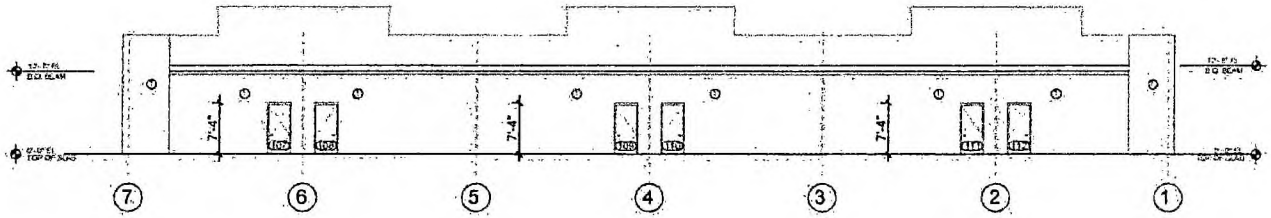
A-301

CONSTRUCTION DOCUMENTS

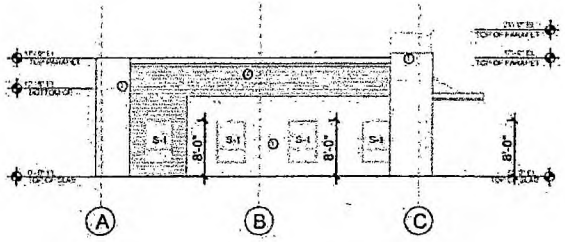
Instrument #2022187962 #47 Book:8296 Page:2787



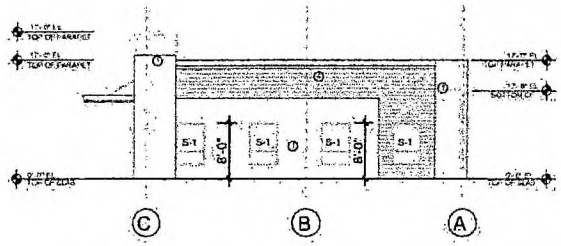
1 FRONT ELEVATION (SOUTH)
SCALE: 1/32"=1'-0"



2 REAR ELEVATION (NORTH)
SCALE: 1/32"=1'-0"



3 SIDE ELEVATION (WEST)
SCALE: 1/8"=1'-0"



4 SIDE ELEVATION (EAST)
SCALE: 1/32"=1'-0"

COLOR PALETTE	
① SW 7035 AESTHETIC WHITE	BODY
② SW 7036 TOWN TAUPE	ACCENT 1
③ SW 6394 GOLDEN FLEECE	ACCENT 2
④	

ARCHITECTURAL DESIGN + ASSOCIATES INC.
AA26001959

GRAND PRESERVE
BUILDING # 2
112 GRAND PRESERVE WAY
LPGA BOULEVARD - DAYTONA BEACH, FL

ELEVATIONS BLDG. 2

SEAL

RICHARD BROOKFIELD
PRINCIPAL ARCHITECT

TO THE BEST OF THE ARCHITECT'S KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH SECTION 119.944 F.S. CH 61G CHAPTER 633 FLORIDA STATUES

DRAWN BY: A. Garcia

OWNER: SUNCLOW CONSTRUCT.

REV#	DATE	DESCRIPTION

02-07-22

SHEET NUMBER

A-401

CONSTRUCTION DOCUMENTS

Exhibit C

Site Plan As Built Survey & Certification From Engineer

(To Be Provided Upon Completion of Project)

Exhibit D

Calculation of Votes Per Building & Individual Suites

Schedule of Undivided Interests

Estimated Budget for 2022

CALCULATION OF VOTES PER BUILDING AND INDIVIDUAL SUITES

BASED ON 24,016 SQUARE FOOT TOTAL OWNERSHIP
As Stated in Section 4.5 (b)

24.7% ownership for the Bank Building with 1 Suite and 25 total votes
(25 votes for this Suite)
(5,935 Square Feet)

47.4% ownership for Building 1 with 8 Suites and 47 total votes
(5.875 Votes for each Suite)
(11,392 Square Feet)

27.9% ownership for Building 2 with 6 Suites and 28 total votes
(4.667 Votes for each Suite)
(6,690 Square Feet)

% of ownership per building

Bank Building…24.70% ownership

+

Building No. 1…47.40% ownership

+

Building No. 2…27.90% ownership

=

100% Total Ownership

# of votes per building

Bank Building…25 votes

+

Building No. 1…47 votes

+

Building No. 2…28 votes

=

100 Total Votes

% of ownership per suite owner

Bank Building suite owner
24.700% ownership

Building No. 1 suite owner
5.925% ownership

Building No. 2 suite owner
4.650% ownership

# of votes per suite owner

Bank Building suite owner
25.000 votes

Building No. 1 suite owner
5.875 votes

Building No. 2 suite owner
4.667 votes

2022 OPERATING BUDGET
GRAND PRESERVE CONDOMINIUM ASSOCIATION

Total SF: 24,016

	ESTIMATED 2022	ACTUAL 2022	PROJECTED 2023
INCOME	28540		
Cam fees	$ 72,048.00		
ADMINISTRATION			
Accounting Services	$ 1,000.00		
Administrative Fee	$ 6,000.00		
Insurance	$ 16,000.00		
License	$ 60.00		
Taxes			
Total Administration:	$ 23,060.00	$ -	$ -
MAINTENANCE & REPAIR			
Building Maintenance	$ 3,600.00		
Irrigation Maintenance	$ 138.00		
Landscaping Maintenance	$ 6,000.00		
Termite Renewal & Exterial Pest Control	$ 500.00		
Total Maint. & Repair:	$ 10,238.00	$ -	$ -
UTILITIES			
Back Flow Preventer Inspection	$ 1,400.00		
Dumpster (trash)	$ 3,600.00		
Electric (common elements)	$ 4,350.00		
Potabel Water	$ 9,600.00		
Water Meter & Reader	$ 1,200.00		
Total Utilities:	$ 20,150.00	$ -	$ -
Total Expenses:	$ 53,448.00	$ -	$ -
RESERVES:			
Building (Exterior Stucco & Painting)	$ 2,400.00		
Free Standing Sign	$ 1,100.00		
Landscaping Replacement	$ 7,000.00		
Parking Lot Lighting	$ 1,000.00		
Parking Lot Repair, Sealing, Striping	$ 2,000.00		
Roof	$ 4,600.00		
Well/Irrigation	$ 500.00		
Total Reserves:	$ 18,600.00	$ -	$ -
TOTAL EXPENSES + RESERVES:	$ 72,048.00	$ -	$ -
Per Sq. Ft.	$ 3.00	$ -	$ -

Breakdown per Building:

	Unit Sq. ft.	Total Based on	%	Annual Dues	Monthly
Bank (1 Suite)	5,934	24,016	24.7%	$17,802.00	$1,483.50
Building 1 (8 Suites)	11,392	24,016	47.4%	$34,176.00	$2,848.00
Building 2 (6 Suites)	6,690	24,016	27.9%	$20,070.00	$1,672.50
	24,016		100%	$72,048.00	$6,004.00

Breakdown per Suite :

	Unit Sq. ft.	Total Based on	%	Annual Dues	Monthly
Bank Suite 100	5,934	24,016	24.700%	$17,802.00	$1,483.50
Bldg 1 Suite 101	1,424	24,016	5.925%	$4,272.00	$356.00
Bldg 1 Suite 102	1,424	24,016	5.925%	$4,272.00	$356.00
Bldg 1 Suite 103	1,424	24,016	5.925%	$4,272.00	$356.00
Bldg 1 Suite 104	1,424	24,016	5.925%	$4,272.00	$356.00
Bldg 1 Suite 105	1,424	24,016	5.925%	$4,272.00	$356.00
Bldg 1 Suite 106	1,424	24,016	5.925%	$4,272.00	$356.00
Bldg 1 Suite 107	1,424	24,016	5.925%	$4,272.00	$356.00
Bldg 1 Suite 108	1,424	24,016	5.925%	$4,272.00	$356.00
Bldg 2 Suite 201	1,115	24,016	4.650%	$3,345.00	$278.75
Bldg 2 Suite 202	1,115	24,016	4.650%	$3,345.00	$278.75
Bldg 2 Suite 203	1,115	24,016	4.650%	$3,345.00	$278.75
Bldg 2 Suite 204	1,115	24,016	4.650%	$3,345.00	$278.75
Bldg 2 Suite 205	1,115	24,016	4.650%	$3,345.00	$278.75
Bldg 2 Suite 206	1,115	24,016	4.650%	$3,345.00	$278.75
	24,016		100%	$72,048.00	$6,004.00

Exhibit E

Annual Report

Articles of Incorporation

Amended & Restated Articles of Incorporation

Organizational Action

IRS – Tax ID

2022 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

FILED
Feb 24, 2022
Secretary of State
8922681948CC

DOCUMENT# N[redacted]

Entity Name: GRAND PRESERVE CONDOMINIUM ASSOCIATION INC

Current Principal Place of Business:

763 N BEACH ST
STE 4
ORMOND BEACH, FL 32174

Current Mailing Address:

763 N BEACH ST
STE 4
ORMOND BEACH, FL 32174 UN

FEI Number: [redacted]

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

KHAZRAEE, ARAM
763 N BEACH ST
ORMOND BEACH, FL 32174 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	P	Title	VP
Name	KHAZRAEE, ARAM	Name	POSEY, JOSEPH A JR
Address	763 N BEACH	Address	420 S NOVA RD
City-State-Zip:	ORMOND BEACH FL 32174	City-State-Zip:	DAYTONA BEACH FL 32114
Title	SEC	Title	TREA
Name	KHAZRAEE, PANTEA T	Name	KHAZRAEE, PANTEA T
Address	763 N BEACH ST	Address	763 N BEACH ST
City-State-Zip:	ORMOND BEACH FL 32174	City-State-Zip:	ORMOND BEACH FL 32174

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ARAM KHAZRAEE — PRESIDENT — 02/24/2022

Electronic Signature of Signing Officer/Director Detail — Date

Electronic Articles of Incorporation For

GRAND PRESERVE CONDOMINIUM ASSOCIATION INC

N21000013076
FILED
November 10, 2021
Sec. Of State
dlokeefe

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

GRAND PRESERVE CONDOMINIUM ASSOCIATION INC

Article II

The principal place of business address:

763 N BEACH ST
STE 4
ORMOND BEACH, FL. UN 32174

The mailing address of the corporation is:

763 N BEACH ST
STE 4
ORMOND BEACH, FL. UN 32174

Article III

The specific purpose for which this corporation is organized is:

COMMERCIAL CONDOMINIUM ASSOCIATION

Article IV

The manner in which directors are elected or appointed is:

AS PROVIDED FOR IN THE BYLAWS.

Article V

The name and Florida street address of the registered agent is:

ARAM KHAZRAEE
763 N BEACH ST
ORMOND BEACH, FL. 32174

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: ARAM KHAZRAEE

N21000013076
FILED
November 10, 2021
Sec. Of State
dlokeefe

Article VI

The name and address of the incorporator is:

ARAM KHAZRAEE
763 N BEACH ST

ORMOND BEACH, FL 32174

Electronic Signature of Incorporator: ARAM KHAZRAEE

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in [redacted] F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
ARAM KHAZRAEE
763 N BEACH
ORMOND BEACH, FL. 32174

Title: VP
JOSEPH A POSEY JR
420 S NOVA RD
DAYTONA BEACH, FL. 32114

Title: SEC
PANTEA T KHAZRAEE
763 N BEACH ST
ORMOND BEACH, FL. 32174

Title: TREA
PANTEA T KHAZRAEE
763 N BEACH ST
ORMOND BEACH, FL. 32174

State of Florida
Department of State

I certify from the records of this office that GRAND PRESERVE CONDOMINIUM ASSOCIATION INC is a corporation organized under the laws of the State of Florida, filed electronically on November 10, 2021.

The document number of this corporation is N[redacted]

I further certify that said corporation has paid all fees due this office through December 31, 2021, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

Authentication Code: 211114175312-700376449307#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Fourteenth day of November, 2021

Laurel M. Lee
Secretary of State

ARTICLES OF INCORPORATION
OF
GRAND PRESERVE CONDOMINIUM ASSOCIATION, INC.,
A FLORIDA NOT-FOR-PROFIT CORPORATION
(UNDER THE LAWS OF THE STATE OF FLORIDA)

The undersigned incorporator, for the purpose of forming a not-for-profit corporation under the laws of Florida, hereby adopts the following Articles of Incorporation for the purposes set forth below.

ARTICLE 1
Name and Address

The name of the corporation is Grand Preserve Condominium Association, Inc. The principal address of the Corporation is 763 N. Beach Street, Ormond Beach, FL 32174. For convenience, the Corporation shall be referred to in this as the "**Association,**" the Declaration of Condominium as the "**Declaration,**" these Articles of Incorporation as the "**Articles,**" and the Bylaws of the Association as the "**Bylaws.**"

ARTICLE 2
Purpose

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, the Condominium Act (the "Act") for the operation of that certain condominium located at 111 Grand Preserve Way, Daytona Beach, Volusia County, Florida, and known as _____, **a Condominium.**

ARTICLE 3
Definitions

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration, unless herein provided to the contrary or unless the context otherwise requires.

ARTICLE 4
Powers

The powers of the Association shall include and be governed by the following:

4.1 General. The Association shall have all of the common-law and statutory powers of a not-for profit corporation under the laws of the State of Florida that are not in conflict with the provisions of these Articles, the Declaration, the Bylaws, or the Act.

4.2 Enumeration. The Association shall have the powers set forth in the Act except as limited by these Articles, the Bylaws, and the Declaration (to the extent that they are not in conflict with the Act) and all of the powers reasonably necessary to operate the Condominium under the Declaration and as more particularly described in the Bylaws, including, but not limited to, the following:

(a) To make and collect assessments and other charges against members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.

(b) To buy, own, operate, lease, sell, trade, and mortgage both real and personal property as may be necessary or convenient in the administration of the Condominium or Association Property.

(c) To maintain, repair, replace, reconstruct, add to, and operate the Condominium Property, and other property acquired or leased by the Association.

(d) To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its Officers, Directors, and Unit Owners.

(e) To make and amend reasonable rules and regulations as provided in the Bylaws.

(f) To approve of disapprove the leasing, transfer of ownership, and occupancy to the extent authorized by the Declaration.

(g) To enforce bye legal means the provisions of the Act, the Declaration, these Articles, the Bylaws, and the Rules and Regulations.

(h) To contract for the management and maintenance of the Condominium Property and to authorize a management agent (which may be affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules, and maintenance, repair and replacement of the Common Elements using funds made available by the Association. The Association and its Officers shall, however, retain at all times the powers and duties granted by the Condominium Act, including, but not limited to, the levy of assessments, promulgation of rules, and the execution of contracts on behalf of the Association.

(i) To employ personnel to perform the services required for the proper operation, maintenance, conservation, and use of the Condominium.

(j) To borrow money, pledge the assets of the Association as security for borrowed funds, and execute evidence of indebtedness.

4.3 Condominium Property. All funds and the title to all properties acquired by the Association and their proceeds shall b held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles, and the Bylaws.

4.4 Distribution of Income; Dissolution. The Association shall make no distribution of income to its members, Directors, or Officers. However, the assets of the Corporation may be distributed to its members, in connection with the termination of the Condominium and the dissolution of the Association, as provided by the Declaration. This provision shall not apply to the distribution of insurance proceeds as provided in the Declaration, nor the distribution of proceeds affiliated with termination or condemnation, as provided in the Declaration and the Act.

4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the Bylaws, and the Act,

provided that, in the event of conflict, the provisions of the Act shall control over those of the Declaration and Bylaws.

ARTICLE 5
Members

5.1 Membership. The members of the Association shall consist of all of the record title Owners of Units in the Condominium from time to time, and, after termination of the Condominium, shall also consist of those who were members at the time of such termination, and their successors and assigns. New members shall deliver a true copy of the recorded deed or other instrument of acquisition of title to the Association.

5.2 Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to the Unit for which that share is held.

5.3 Voting. On all matters on which the membership shall be entitled to vote, there shall be only one vote for each Unit, which vote shall be exercised or cast in the manner provided by the Declaration and Bylaws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned. Those Members whose voting rights are suspended pursuant to the terms of the Condominium Documents and/or Florida Law shall be entitled to cast the vote assigned to the Unit for which the suspension was levied during the period of suspension. Notwithstanding the foregoing, until such time as the Declaration of Condominium is recorded, the membership of the Association shall be comprised of the subscribers of these Articles, each of whom shall be entitled to cast one (1) vote on all matters on which the membership shall be entitled to vote.

5.4 Meetings. The Bylaws shall provide for an annual meeting of members and provide for regular and special meetings of members other than the annual meeting.

ARTICLE 6
Term of Existence

The Association shall have perpetual existence.

ARTICLE 7
Incorporator

The name and address of the Incorporator of this Corporation is:

ARAM KHAZRAEE
763 N. BEACH STREET
ORMOND BEACH, FL 32174

ARTICLE 8
Officers

The affairs of the Association shall be administered by the Officers holding the offices designed in the Bylaws. The Officer shall be appointed by the Board of Directions of the Association at its first meeting following the annual meeting of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of Officers, for filling vacancies, and for the duties

and qualifications of the Officers. The names and addresses of the Officers who shall serve until their successors are designed by the Board of Directors are as follows:

President:	**ARAM KHAZRAEE** **763 N. BEACH STREET** **ORMOND BEACH, FL 32174**
Vice President:	**A. JOSEPH POSEY, JR.** **420 S. NOVA ROAD** **DAYTONA BEACH, FL 32114**
Secretary:	**PANTEA T. KHAZRAEE** **763 N. BEACH STREET** **ORMOND BEACH, FL 32174**
Treasurer:	**PANTEA T. KHAZRAEE** **763 N. BEACH STREET** **ORMOND BEACH, FL 32174**

ARTICLE 9
Directors

9.1 Number and Qualification. The property, business, and affairs of the Association shall be managed by ta board consisting of the number of Directors determined in the manner provided by the Bylaws, but which shall consist of not less than three Directors and which shall always be an odd number.

9.2 Duties and Power. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles, and the Bylaws shall be exercised exclusively by the Board of Directors (or as may properly be delegated by the Board to its agents, contractors, or employees), subject only to approval by the Unit Owners when such approval is specifically required.

9.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

9.4 Term of Developer's Directors. The Developer of the Condominium shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the Bylaws.

9.5 First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the Bylaws, are as follows:

Name	Address
ARAM KHAZRAEE	763 N. BEACH STREET ORMOND BEACH, FL 32174

A. JOSEPH POSEY, JR. 420 S. NOVA ROAD DAYTONA BEACH, FL 32114

PANTEA T. KHAZRAEE 763 N. BEACH STREET ORMOND BEACH, FL 32114

ARTICLE 10
Indemnification

10.1 Indemnity. The Association shall indemnify any Officer, Director, or Committee Member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, lawsuit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Director, employee, Officer, or Committee Member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by that person in connection with such action, lawsuit, or proceeding unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith or in a manner he or she reasonably believed to be not in, or opposed to, the best of the Association, and, with respect to any criminal action or proceedings, that he or she had reasonable cause to believe his or her conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, lawsuit, or proceeding by judgment, order, settlement, conviction, or on plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner that he or she believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe that his or her conduct was unlawful.

10.2 Expenses. To the extent that a Director, Officer, or Committee Member has been successful on the merits or otherwise in defense of any action, lawsuit, or proceeding referred to in Section 10.1 above, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him or her in connection with that defense.

10.3 Advances. Expenses incurred in defending a civil or criminal action, lawsuit, or proceeding shall be paid by the Association in advance of the final disposition of such action, lawsuit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or Committee Member to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article 10.

10.4 Miscellaneous. The indemnification provided by this Article shall be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of the members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or Committee Member and shall inure to the benefit of the heirs and personal representatives of that person.

10.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Committee Member, employee, or agent of the Association, or is or was serving, at the request of the Association, as a

Director, Officer, Committee Member, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.

ARTICLE 11
Bylaws

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided in the Bylaws.

ARTICLE 12
Amendments

Amendments to these Articles shall be proposed and adopted in the following manner:

12.1 Proposal of Amendments. An amendment may be proposed by the President of the Association, a majority of the Directors, or by 25% of the entire Voting Interests.

12.2 Notice. Copies of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action with a meeting.

12.3 Adoption. A resolution for the adoption of a proposed amendment may be adopted by a vote of 2/3 of the Voting Interest of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present, or by the written agreement of 2/3 of the entire Voting Interests. Amendment correcting errors, omissions, or scrivener's errors may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote.

12.4 Limitation. No amendment shall be made that is in conflict with the Act, the Declaration, or the Bylaws, nor shall any amendment make any changes that would in any way affect any of the rights, privileges, powers, or options herein provided in favor of or reserved to the Developer, or an affiliate, successor, or assign of the Developer unless the Developer shall joint in the execution of the amendment. No amendment to this Paragraph 12.5 shall be effective.

12.5 Developer Amendment. To the extent lawful, the Developer may amend these Articles consistent with the provisions of the Declaration.

12.6 Recording. A copy of each amendment shall be filed with the Secretary of State under the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Volusia County, Florida.

ARTICLE 12
Amendments

The initial registered office of this Corporation shall be at 763 N. Beach Street, Ormond Beach, FL 32, and the initial registered agent of the Corporation shall be ARAM KHAZRAEE.

IN WITNESS WHEREOF, the Incorporator has affixed his/her signature the day and year set forth below.

INCORPORATOR:

Aram Khazraee

Print Name: ARAM KHAZRAEE

CERTIFICATE DESIGNATING PLACE OF BUSINESS
OR DOMICILE FOR
THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT
UPON WHOM PROCESS MAY BE SERVED

In compliance with the laws of Florida, the following is submitted:

That desiring to organize under the laws of the state of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, in the County Volusia, Florida, the corporation named in those Articles has named, Aram Khazraee, whose address is 763 N. Beach Street, Ormond Beach, FL 32174 as its statutory registered agent.

Having been named the statutory agent of the corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity and agree to comply with the provisions of Florida law relative to keeping the registered office open.

Aram Khazraee

REGISTERED AGENT

Print Name: ARAM KHAZRAEE

Dated On: _____

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF GRAND PRESERVE CONDOMINIUM ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION (UNDER THE LAWS OF THE STATE OF FLORIDA)

WHEREAS, the corporation was filed with the Secretary of State of Florida on November 10, 2021, as a Florida not-for-profit; and

WHEREAS, the corporation, by and through its Board of Directors, voted unanimously on May 16, 2022, to amend and restate the original Articles of Incorporation in Whole with amended and restated Articles of Incorporation

NOW THEREFORE, the undersigned, on behalf of the Board of Directors, and as President of the corporation, hereby amends and restates the Articles of Incorporation in whole, which were originally filed with the Secretary of State on July 1, 2022, as set forth below.

ARTICLE 1
Name and Address

The name of the corporation is Grand Preserve Condominium Association, Inc. The principal address of the Corporation is 763 N. Beach Street, Ormond Beach, FL 32174. For convenience, the Corporation shall be referred to in this as the "**Association**," the Declaration of Condominium as the "**Declaration**," these Articles of Incorporation as the "**Articles**," and the Bylaws of the Association as the "**Bylaws**."

ARTICLE 2
Purpose

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, the Condominium Act (the "Act") for the operation of that certain condominium located at 105, 107 and 111 Grand Preserve Way, Daytona Beach, Volusia County, Florida, and known as **GRAND PRESERVE, a Condominium**.

ARTICLE 3
Definitions

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration, unless herein provided to the contrary or unless the context otherwise requires.

ARTICLE 4
Powers

The powers of the Association shall include and be governed by the following:

4.1 General. The Association shall have all of the common-law and statutory powers of a not-for profit corporation under the laws of the State of Florida that are not in conflict with the provisions of these Articles, the Declaration, the Bylaws, or the Act.

4.2 Enumeration. The Association shall have the powers set forth in the Act except as limited by these Articles, the Bylaws, and the Declaration (to the extent that they are not in conflict

with the Act) and all of the powers reasonably necessary to operate the Condominium under the Declaration and as more particularly described in the Bylaws, including, but not limited to, the following:

(a) To make and collect assessments and other charges against members as Suite Owners, and to use the proceeds thereof in the exercise of its powers and duties.

(b) To buy, own, operate, lease, sell, trade, and mortgage both real and personal property as may be necessary or convenient in the administration of the Condominium or Association Property.

(c) To maintain, repair, replace, reconstruct, add to, and operate the Condominium Property, and other property acquired or leased by the Association.

(d) To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its Officers, Directors, and Suite Owners.

(e) To make and amend reasonable rules and regulations as provided in the Bylaws.

(f) To approve of disapprove the leasing, transfer of ownership, and occupancy to the extent authorized by the Declaration.

(g) To enforce bye legal means the provisions of the Act, the Declaration, these Articles, the Bylaws, and the Rules and Regulations.

(h) To contract for the management and maintenance of the Condominium Property and to authorize a management agent (which may be affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules, and maintenance, repair and replacement of the Common Elements using funds made available by the Association. The Association and its Officers shall, however, retain at all times the powers and duties granted by the Condominium Act, including, but not limited to, the levy of assessments, promulgation of rules, and the execution of contracts on behalf of the Association.

(i) To employ personnel to perform the services required for the proper operation, maintenance, conservation, and use of the Condominium.

(j) To borrow money, pledge the assets of the Association as security for borrowed funds, and execute evidence of indebtedness.

4.3 Condominium Property. All funds and the title to all properties acquired by the Association and their proceeds shall b held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles, and the Bylaws.

4.4 Distribution of Income; Dissolution. The Association shall make no distribution of income to its members, Directors, or Officers. However, the assets of the Corporation may be distributed to its members, in connection with the termination of the Condominium and the dissolution of the Association, as provided by the Declaration. This provision shall not apply to the distribution of insurance proceeds as provided in the Declaration, nor the

distribution of proceeds affiliated with termination or condemnation, as provided in the Declaration and the Act.

4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the Bylaws, and the Act, provided that, in the event of conflict, the provisions of the Act shall control over those of the Declaration and Bylaws.

ARTICLE 5
Members

5.1 Membership. The members of the Association shall consist of all of the record title Owners of Suites in the Condominium from time to time, and, after termination of the Condominium, shall also consist of those who were members at the time of such termination, and their successors and assigns. New members shall deliver a true copy of the recorded deed or other instrument of acquisition of title to the Association.

5.2 Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to the Suite for which that share is held.

5.3 Voting. On all matters on which the membership shall be entitled to vote, there shall be for the Bank Building 25 total votes for this suite; for Building 1 there shall be 5.875 votes for each suite and for Building 2 there shall be 4.667 votes for each suite, which votes shall be exercised or cast in the manner provided by the Declaration and Bylaws. Any person or entity owning more than one Suite shall be entitled to the votes allotted for each Suite owned. Those Members whose voting rights are suspended pursuant to the terms of the Condominium Documents and/or Florida Law shall not be entitled to cast the votes assigned to the Suite for which the suspension was levied during the period of suspension. Notwithstanding the foregoing, until such time as the Declaration of Condominium is recorded, the membership of the Association shall be comprised of the subscribers of these Articles, each of whom shall be entitled to cast one (1) vote on all matters on which the membership shall be entitled to vote.

5.4 Meetings. The Bylaws shall provide for an annual meeting of members and provide for regular and special meetings of members other than the annual meeting.

ARTICLE 6
Term of Existence

The Association shall have perpetual existence.

ARTICLE 7
Incorporator

The name and address of the Incorporator of this Corporation is:

ARAM KHAZRAEE
763 N. BEACH STREET
ORMOND BEACH, FL 32174

ARTICLE 8
Officers

The affairs of the Association shall be administered by the Officers holding the offices designed in the Bylaws. The Officer shall be appointed by the Board of Directions of the Association at its first meeting following the annual meeting of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of Officers, for filling vacancies, and for the duties and qualifications of the Officers. The names and addresses of the Officers who shall serve until their successors are designed by the Board of Directors are as follows:

President:	**ARAM KHAZRAEE** **763 N. BEACH STREET** **ORMOND BEACH, FL 32174**
Vice President:	**A. JOSEPH POSEY, JR.** **420 S. NOVA ROAD** **DAYTONA BEACH, FL 32114**
Secretary:	**PANTEA T. KHAZRAEE** **763 N. BEACH STREET** **ORMOND BEACH, FL 32174**
Treasurer:	**PANTEA T. KHAZRAEE** **763 N. BEACH STREET** **ORMOND BEACH, FL 32174**

ARTICLE 9
Directors

9.1 Number and Qualification. The property, business, and affairs of the Association shall be managed by ta board consisting of the number of Directors determined in the manner provided by the Bylaws, but which shall consist of not less than three Directors and which shall always be an odd number.

9.2 Duties and Power. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles, and the Bylaws shall be exercised exclusively by the Board of Directors (or as may properly be delegated by the Board to its agents, contractors, or employees), subject only to approval by the Suite Owners when such approval is specifically required.

9.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

9.4 Term of Developer's Directors. The Developer of the Condominium shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the Bylaws.

9.5 First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the Bylaws, are as follows:

Name	Address
ARAM KHAZRAEE	763 N. BEACH STREET ORMOND BEACH, FL 32174
A. JOSEPH POSEY, JR.	420 S. NOVA ROAD DAYTONA BEACH, FL 32114
PANTEA T. KHAZRAEE	763 N. BEACH STREET ORMOND BEACH, FL 32114

ARTICLE 10
Indemnification

10.1 Indemnity. The Association shall indemnify any Officer, Director, or Committee Member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, lawsuit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Director, employee, Officer, or Committee Member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by that person in connection with such action, lawsuit, or proceeding unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith or in a manner he or she reasonably believed to be not in, or opposed to, the best of the Association, and, with respect to any criminal action or proceedings, that he or she had reasonable cause to believe his or her conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, lawsuit, or proceeding by judgment, order, settlement, conviction, or on plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner that he or she believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe that his or her conduct was unlawful.

10.2 Expenses. To the extent that a Director, Officer, or Committee Member has been successful on the merits or otherwise in defense of any action, lawsuit, or proceeding referred to in Section 10.1 above, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him or her in connection with that defense.

10.3 Advances. Expenses incurred in defending a civil or criminal action, lawsuit, or proceeding shall be paid by the Association in advance of the final disposition of such action, lawsuit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or Committee Member to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article 10.

10.4 Miscellaneous. The indemnification provided by this Article shall be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of the members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or Committee Member and shall inure to the benefit of the heirs and personal representatives of that person.

10.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Committee Member, employee, or agent of the Association, or is or was serving, at the request of the Association, as a Director, Officer, Committee Member, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.

ARTICLE 11
Bylaws

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided in the Bylaws.

ARTICLE 12
Amendments

Amendments to these Articles shall be proposed and adopted in the following manner:

12.1 Proposal of Amendments. An amendment may be proposed by the President of the Association, a majority of the Directors, or by 25% of the entire Voting Interests.

12.2 Notice. Copies of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action with a meeting.

12.3 Adoption. A resolution for the adoption of a proposed amendment may be adopted by a vote of 2/3 of the Voting Interest of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present, or by the written agreement of 2/3 of the entire Voting Interests. Amendment correcting errors, omissions, or scrivener's errors may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote.

12.4 Limitation. No amendment shall be made that is in conflict with the Act, the Declaration, or the Bylaws, nor shall any amendment make any changes that would in any way affect any of the rights, privileges, powers, or options herein provided in favor of or reserved to the Developer, or an affiliate, successor, or assign of the Developer unless the Developer shall joint in the execution of the amendment. No amendment to this Paragraph 12.5 shall be effective.

12.5 Developer Amendment. To the extent lawful, the Developer may amend these Articles consistent with the provisions of the Declaration.

12.6 Recording. A copy of each amendment shall be filed with the Secretary of State under the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Volusia County, Florida.

ARTICLE 13
Registered Officer

The initial registered office of this Corporation shall be at 763 N. Beach Street, Ormond Beach, FL 32, and the initial registered agent of the Corporation shall be ARAM KHAZRAEE.

ARTICLE 14
Article Consolidation

These adopted and restated Articles of Incorporation supersede the original Articles of Incorporation and all amendments to them.

ARTICLE 15
Required Adoption Information

These amended and restated Articles of Incorporation were adopted by the Board of Directors on May 16, 2022.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature the day and year set forth below.

GRAND PRESERVE CONDOMINIUM ASSOCIATION, INC.,
a Florida not-for-profit corporation

Aram Khazraee

Print Name: ARAM KHAZRAEE
Title: President

CERTIFICATE DESIGNATING PLACE OF BUSINESS
OR DOMICILE FOR
THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT
UPON WHOM PROCESS MAY BE SERVED

In compliance with the laws of Florida, the following is submitted:

That desiring to organize under the laws of the state of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, in the County Volusia, Florida, the corporation named in those Articles has named, Aram Khazraee, whose address is 763 N. Beach Street, Ormond Beach, FL 32174 as its statutory registered agent.

Having been named the statutory agent of the corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity and agree to comply with the provisions of Florida law relative to keeping the registered office open.

Aram Khazraee
REGISTERED AGENT

Print Name: ARAM KHAZRAEE

Dated On: 8-8-22

GRAND PRESERVE CONDOMINIUM ASSOCIATION, INC.
BOARD OF DIRECTORS ACTION BY UNANIMOUS CONSENT

The undersigned, being all of the subscribers of the Articles of Incorporation and Directors for Grand Preserve Condominium Association, Inc. (the "Association), hereby consent to, approve, and adopt the following:

1. The Articles of Incorporation of the Association are hereby ratified and approved and the Secretary is instructed to file in the Minute Book of the Association, the Certificate of Incorporation from the Department of State.

2. It is hereby acknowledged that the Board of Directors of the Association consist of the following, who were designated as initial Directors of the Association in the Articles of Incorporation:

ARAM KHAZRAEE	763 N. BEACH STREET ORMOND BEACH, FL 32174
A. JOSEPH POSEY, JR.	420 S. NOVA ROAD DAYTONA BEACH, FL 32114
PANTEA T. KHAZRAEE	763 N. BEACH STREET ORMOND BEACH, FL 32114

3. The By-Laws for the Association are attached hereto as Exhibit "A" and made a part hereof, and are hereby approved and adopted by the Board of Directors, and the Secretary is instructed to file in the Minute Book of the Association the By-Laws.

4. The following officers of the Association are elected to serve until the next annual meeting of the Board of Directors and until their successors are elected and qualified or until their resignation or removal pursuant to the governing documents of the Association.

President:	ARAM KHAZRAEE 763 N. BEACH STREET ORMOND BEACH, FL 32174
Vice President:	A. JOSEPH POSEY, JR. 420 S. NOVA ROAD DAYTONA BEACH, FL 32114
Secretary:	PANTEA T. KHAZRAEE 763 N. BEACH STREET ORMOND BEACH, FL 32174
Treasurer:	PANTEA T. KHAZRAEE 763 N. BEACH STREET ORMOND BEACH, FL 32174

5. Aram Khazraee is appointed as Agent for the Association on whom process may be served as required by the State of Florida. The street address for the above Agent is designed as the office for service of process upon the Association. The Present of the Association is hereby directed to designate any

necessary successor agents for service of process and file same with the Department of State, Tallahassee, Florida.

6. The estimated annual budget, attached hereto as Exhibit "D" and made a part hereof, is hereby approved and adopted as the Annual Budget of the Association.

This Unanimous Written Consent may be executed in one or more counterparts, each of which shall be an original and all of which together shall be one and the same instrument. This Unanimous Written Consent shall be filed in the Minute Book of this Association and become a part of the records thereof.

Date: July 1, 2022

ARAM KHAZRAEE

PANTEA T. KHAZRAEE

A. JOSEPH POSEY, JR.

CERTIFICATE DESIGNATING PLACE OF BUSINESS
OR DOMICILE FOR
THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT
UPON WHOM PROCESS MAY BE SERVED

In compliance with the laws of Florida, the following is submitted:

That desiring to organize under the laws of the state of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, in the County Volusia, Florida, the corporation named in those Articles has named, Aram Khazraee, whose address is 763 N. Beach Street, Ormond Beach, FL 32174 as its statutory registered agent.

Having been named the statutory agent of the corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity and agree to comply with the provisions of Florida law relative to keeping the registered office open.

Aram Khazraee آرام خزائی
REGISTERED AGENT

Print Name: ARAM KHAZRAEE

Dated On: 8-8-22

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 12-14-2021

Employer Identification Number:
[redacted]

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

GRAND PRESERVE CONDOMINUM
ASSOCIATION
763 N BEACH ST
ORMOND BEACH, FL 32174

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN [redacted] This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120H 04/15/2022

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

(IRS USE ONLY) 575A 12-14-2021 GRAN B [redacted] SS-4

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-80[redacted] (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is GRAN. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Exhibit F

By-Laws of Association

BY-LAWS
OF
GRAND PRESERVE CONDOMINIUM ASSOCIATION, INC.,
a corporation not for profit under the Laws of the State of Florida.

1. GENERAL

1.1 These are the By-Laws of GRAND PRESERVE Condominium Association, Inc. called "Association" in these By-Laws, a corporation not for profit under the laws of the State of Florida. The Association has been organized for the purpose of administering GRAND PRESERVE, a Condominium, (the "Condominium"), located at 105, 107 & 111 Grande Preserve Way, Daytona Beach, Florida 32117, pursuant to Chapter 718, Florida Statutes, (the "Condominium Act").

1.2 The provisions of these By-Laws are applicable to the Association, and the terms and provisions hereof are expressly subject to and shall be controlled by the terms, provisions, conditions, and authorizations contained in the Articles of Incorporation and in the Declaration of Condominium which will be recorded in the Public Records of Volusia County, Florida.

1.3 All present or future owners, tenants, future tenants, or their employees, or any other person that might use the Condominium or any of the facilities thereof in any manner, are subject to the regulation set forth in these By-Laws and in said Articles of Incorporation and Declaration of Condominium and the rules and regulations adopted pursuant thereto.

1.4 The office of the Association shall be at 763 N. Beach St. Ormond Beach, FL 32174.

1.5 The fiscal year of the Association shall be the calendar year.

1.6 The seal of the Corporation shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit" and the year of incorporation.

2. MEMBERSHIP, VOTING QUORUM, PROXIES

2.1 The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members, shall be as set forth in Article 4 of the Amended and Restated Articles of Incorporation of the Association, which provisions are incorporated herein by reference.

2.2 At member meetings, a quorum shall consist of members present in person or by proxy entitled to cast a majority of the votes of the Association. Actions approved by a majority of the votes at a meeting at which a quorum is present shall constitute the acts of the Association. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

2.3 Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote and shall be valid only for the meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting.

3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

3.1 The Annual Members' Meeting shall be held at 230 N Beach St., Daytona Beach, FL 32114, or such other place as designated by the Board of Directors on the 1st Friday in February of each calendar year, or such other time as specified by all the members of the Association in writing for, for the purpose of selecting and designating directors and transacting any other business authorized to be transacted

by the member; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

3.2 Special Members' Meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors and must be called by such offices upon receipt of a written request from any member of the Association.

3.3 Notice of all members' meetings, stating the time and place and the objects for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his/her address as it appears on the books of the Associations and shall be mailed not less than ten (10) days no more than sixty (60) days prior to the date of the meeting, and post office certificate of mailing shall be retained as proof of such mailing.

3.4 A vote for the owners of a suite owned by more than one person or by a corporation or other entity, or under lease will be cast by the person named in a Certificate signed by all of the owners of the suite and filed with the Secretary of the Association, and such Certificate shall be valid until revoked or until superseded by a subsequent certificate. If such a Certificate is not on file, the vote of such owner shall not be considered in determining the requirements for a quorum, nor for any other purpose.

3.5 If any meeting or members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

3.6 The order of busines at annual members' meetings and as far as practical at other members' meetings shall be:

a) Calling of the roll and certifying of proxies.
b) Proof of notice of meeting or waiver of notice.
c) Reading and disposal of any unapproved minutes.
d) Reports of officers.
e) Reports of committees.
f) Election of directors.
g) Unfinished business.
h) New Business.
i) Adjournments.

4. BOARD OF DIRECTORS

4.1 The Board of Directors of the Association shall consist of three (3) persons. Directors need not be a member of the Association.

4.2 Selection of Directors shall be conducted in the following manner.

a) Each member of the Association shall vote for three (3) Directors at the annual members' meeting. The three (3) candidates receiving the highest vote will comprise the Board of Directors.

b) The term of each Director's service will extend until the next annual meeting of the Members, and subsequently until his successor is duly elected or until he is removed in the manner herein provided. Vacancies in the Board of Directors occurring between meetings of the Member of the Association shall be filled by a majority vote of the remaining Directors.

c) Directors may be recalled and replace at any time by a majority vote of all Suite owners.

4.3 The organizational meeting of a newly selected and designated Board of Directors shall be held with ten (10) days of their designation, at such time and at such place as shall be fixed by the Directors, at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary provided a quorum shall be present. The outgoing President of the Board of Directors will preside over said organizational meeting until the new offices are elected.

4.4 Regular meetings of the Board of Directors will be held at such time and place as shall be determined from time to time by a majority of the Directors and shall be open to all suite owners. Notice of regular meetings shall be given to each Director, personally or by mail, telephone, or telegram, at least three (3) days prior to the day named for such meeting.

4.5 Special Meetings of the Directors may be called by the President and must be called by the Secretary at the written request of any member of the Board. Not less than three (3) days' notice of a meeting shall be given to each Director, personally or by mail, telephone, or telegram, which notice shall state the time, place, and purpose of the meeting.

4.6 Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

4.7 A quorum at a Directors' meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as specifically otherwise provided in the Articles of Incorporation, these By-Laws, or the Declaration of Condominium. If any Directors' meeting cannot be organized because a quorum has not attended, or because a greater percentage of attendance may be required as set forth in the Articles of Incorporation, these By-Laws or the Declaration of Condominium, the Directors who are present may adjourn the meeting from time to time until a quorum Is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

4.8 The presiding officer at Directors' meetings shall be the President, and in his absence, the Directors present shall designate one of their number to preside.

4.9 All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes of the State of Florida, the Articles of Incorporation of the Association, these By-Laws, and the Declaration of Condominium, and shall include, without limiting the generality of the foregoing, the following:

a) To make, levy and collect assessments against members and members' suites to defray the costs of the Condominium and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association.

b) To make, levy and collect assessments against members and members' suites to defray the costs of the Condominium and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association.

c) To maintain, repair, replace, and operate the Condominium Property.

d) To purchase insurance upon the common elements and insurance for the protection of the Association, as well as liability insurance for the protection of the Directors.

e) To reconstruct improvements after casualty.

f) To make and amend regulations governing the use of the property, real and personal, in the Condominium so long as such regulations or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation and Declaration of Condominium.

g) To approve or disapprove proposed purchasers or tenants of suites if so, specified in the Declaration of Condominium.

h) To acquire, operate, manage, and otherwise deal with property, real and personal, as may be necessary or convenient in the operation and management of the Condominium, and in accomplishing the purposes set forth in the Declaration of Condominium.

i) To contract for the management of the Condominium and to delegate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration of Condominium to have approval of the Board of Directors or membership of the Association.

j) To enforce by legal means the provisions of the Articles of Incorporation and By-Laws of the Association, the Declaration of Condominium and rules and regulations promulgated governing use of the property in the Condominium.

k) To pay all taxes and assessments levied against the property of the Association of the Condominium as a whole, rather than individual suites, and to assess the same against the members and their respective suites.

l) To pay all costs of power, water, sewer, and other utility services rendered to the Condominium and not billed to the owners of the separated suites; and

m) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

4.10 No fee shall be paid for service as a Director of the Association.

5. OFFICERS

5.1 The executive offices of the Association shall be a President, who shall be a director, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not be also the Secretary, and Assistant Secretary, or the Vic President. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

5.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of President of an Association, including but not limited to the power to appoint committees, from among the members from time to time, as he in his discretion may determine appropriate, to assist in the conduct of the affairs of the Association.

5.3 The Secretary shall keep the minutes of all proceedings of the directors and the members. He/she shall attend to the giving and servicing of all notices to the members and directors, and other notices required by law. He/she shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He/she shall keep the record of the Association, except those of the treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the President. Any assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

5.4 The Treasurer shall have custody of all property of the Association, including funds, securities, and evidence of indebtedness. He/she shall keep the books of the Association in accordance with good accounting practices; and he/she shall perform all other duties incident to the office of Treasurer.

5.5 The compensation of any employee of the Association shall be fixed by the directors. The Board of Directors is not precluded from employing a director as an employee of the Association and compensating them as an employee, nor precluded from contracting with a director for the management of the condominium.

6. FISCAL MANGEMENT

The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

6.1 The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each suite. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which assessments come due, the amounts paid upon the account and the balance due upon assessments.

6.2 The receipts and expenditures of the Association shall be credited and charged to accounts under classification as shall be appropriate, all of which expenditures shall be common expenses.

6.3 The Board of Directors will adopt a budget for each calendar year. The budget will include the estimated funds required to defray the common expenses. A copy of the proposed annual budget of common expenses and proposed assessments shall be emailed to the suite owners not less than thirty (30) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a written notice of the time and place of such meeting.

6.4 Assessments against the suite owners for their shares of the items of the budget shall be made by the Board of Directors for the calendar year annually in advance on or before December 31 of the year preceding the year for which the assessments are made. The amount requires from each suite owner to meet the annual budget shall be divided into four (4) equal assessments, one of which shall be due on the first day of January, April, July, and October of the year for which the assessments are made. If assessments are not levied quarterly by the Association as required, quarterly assessments shall be presumed to have been made in the amount of the last prior quarterly assessment, and assessments in this amount shall be due on a quarterly basis until changed by an amended assessment. In the event a previously adopted budget shall be insufficient in the judgement of the Board of directors to provide funds for the anticipated current expense for the ensuing year and for all of the unpaid operating expenses previously incurred, the Board of Directors shall amend the budget and shall make amended monthly assessments for the balance of the year in sufficient amount to meet these expenses for the year; provided, however, that any account of the amended budget that exceeds the limit upon increase for the year shall be subject to the approval of the membership of the Association as previously required in these By-Laws. Also, the developer does not have to pay any assessment fees until the suites have been sold or leased by the developer. Thus, the developer will take responsibility to pay all expenses and adjust the Condominium expenses as needed, or until The Association turns over to the unit owners. Anything herein above to the contrary notwithstanding the Directors may, without prior notice to suite owners, levy emergency assessments to meet expenditures which in the judgement of a majority of the Board of Directors must be made immediately to protect and preserve the Condominium Property.

6.5 The Depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

6.6 The records of the Association shall be open to inspection by suite owners or their authorized representative at reasonable times, and written summaries of them shall be supplied at least annually to suite owners or their authorized representatives.

7. PARLIAMENTARY RULES

Robert Rules of Order (latest edition) shall govern the conduct of all Association meetings when not in conflict with the Articles of Incorporation and these By-Laws or with the Statues of the State of Florida.

8. AMENDMENTS

Except as elsewhere provided these By-Laws may be amended in the following manner:

8.1 Amendments to these By-Laws may be proposed by the Board of Directors of the Association or by the owner of any suite in the Condominium, whether meeting as members or by instrument in writing signed by them.

8.2 Upon any amendment or amendments to these By-Laws being proposed by said Board of Directors or member, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in absence of the President, who shall thereupon call a special joint meeting of the members of the Board of Directors of the Association and the membership for a date not sooner than fifteen (15) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as is required herein for a Special Meeting of the members.

8.3 In order for such an amendment or amendments to become effective, the same must be approved by an affirmative vote of a majority of the member of the Association. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be promptly recorded in the Public Records of Volusia County, Florida.

8.4 At any meeting held to consider such amendment or amendments to the By-Laws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the secretary of the Association at or prior to such meeting.

8.5 These By-Laws may also be amended by a written instrument executed and acknowledged with the formality of a deed by the record owners of all suites in Condominium. No amendment to these By-Laws shall make any changes in the qualifications for membership nor the voting rights of members and no amendment shall be made that is in conflict with the Declaration of Condominium or the Articles of Incorporation of this Association.

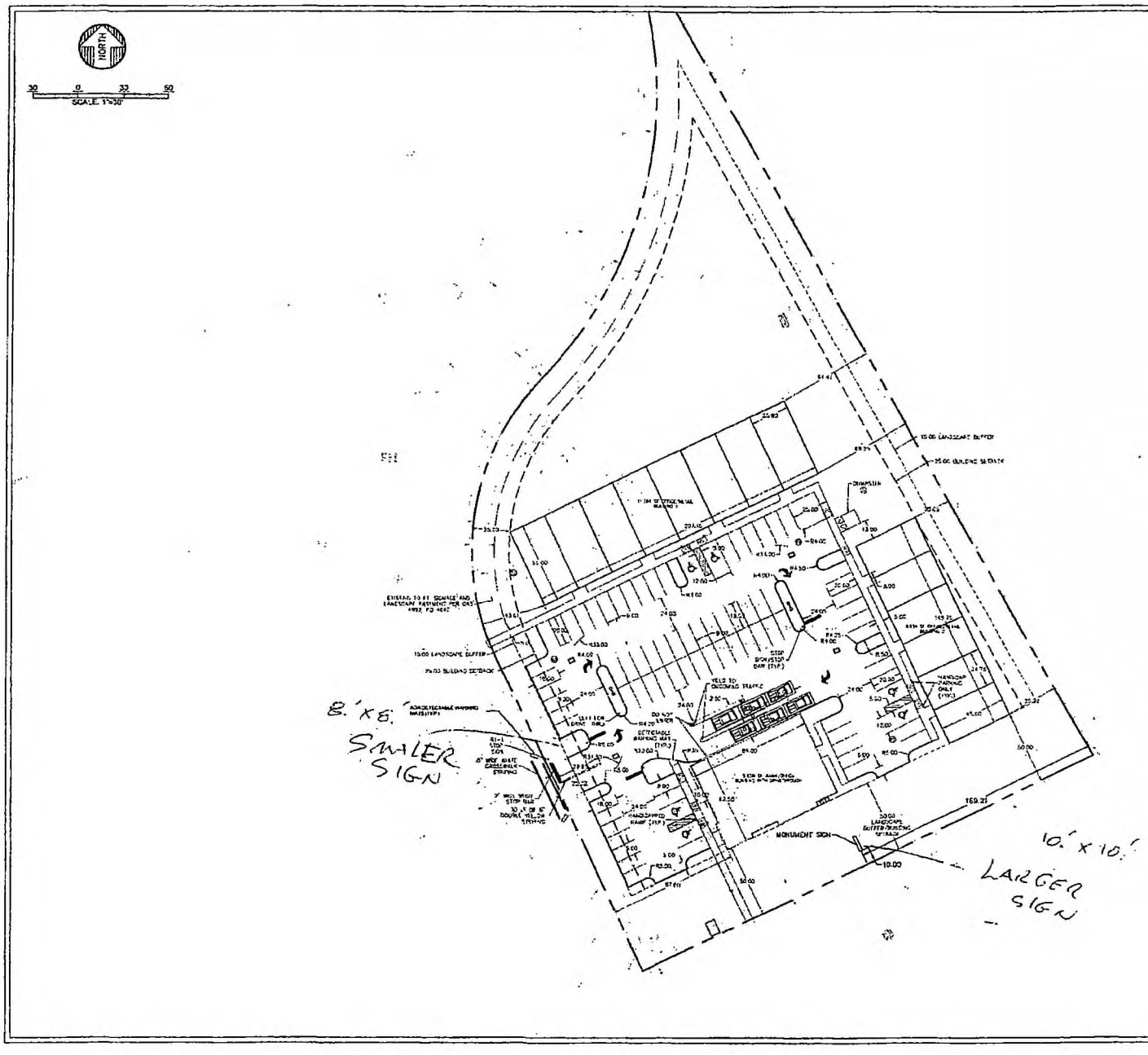
The foregoing was adopted as the By-Laws of the GRAND PRESERVE Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, at the first meeting of Directors on July 1, 2022.

Aram Khazraee 11/2/15

Aram Khazraee, President

Exhibit G

Free Standing Monument Sign Location, Signage



PARKING REQUIREMENTS:

BANK/OFFICE: 3 | SPACES PER 1,000 SF. AREA = 3,058 SF

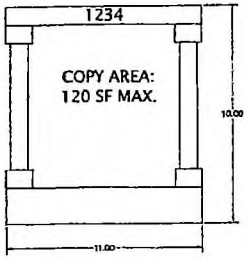
OFFICE/RETAIL: 3 | SPACES PER 1,000 SF AREA = 18,058 SF

TOTAL AREA = 23,149 SF/1000 X 3.5 = 81

TOTAL PARKING REQUIRED: 81

TOTAL PARKING PROVIDED: 83

77 STANDARD SPACES
6 HANDICAP SPACES



CONCEPTUAL SIGN DETAIL
(N.T.S)

NOTE:
ALL PAVEMENT MARKINGS TO BE PER FDOT INDEX 711-010 THERMOPLASTIC. ALL PAVEMENT MARKINGS ON SITE TO BE STANDARD WHITE EXCEPT PARKING.

ALANN ENGINEERING GROUP, INC.
CONSULTING ENGINEERS
CERTIFICATE OF AUTHORIZATION #8168
840 AIRPORT ROAD, SUITE 118
ORMOND BEACH, FL 32174
TEL: (386) 677-1450
FAX: (386) 672-1937

GRAND PRESERVE
DAYTONA BEACH, FL
DIMENSION PLAN

NO.	DATE	REVISION	BY
1	5/20/22	REVISE PER FDOT/DRC	DAS

DESIGNER: DAS
DRAWN BY: CEB
DATE: 10-11-2020
SCALE: AS NOTED
PROJECT: 19-164

SHEET
C005

Exhibit H

St. Johns River Water Management District Permit

SJRWMD Modification to Above Permit

AS RECORDED WITH VOLUSIA COUNTY CLERK OF COURT BOOK 5223 PAGE 2150-2160

St. JOHNS RIVER WATER MANAGEMENT DISTRICT PROVISIONS Section 9.1. Duties of the Association. The Association shall be responsible for the maintenance, operation, and repair of the surface water or storm water management system as permitted by the St. Johns River Water Management District (the "District"), Permit number(s) [redacted] Maintenance of the surface water or storm water management system shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved in writing by the St. Johns River Water Management District. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation, maintenance and repair of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C. and be approved in writing by the St. Johns River Water Management District prior to such termination, dissolution or liquidation. Section 9.2. Covenant for Maintenance Assessments for Association. The Assessments specified in Article IV shall also be used for the maintenance and repair of Page 26 of 30 the surface water or stormwater management system including but not limited to work within retention areas, drainage structures and drainage easements. Section 9.3 Easement for Access and Drainage. The Association shall have a LL1 perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this U easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable D time and in a reasonable matter, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual nonexclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District. Section 9.4 Amendment. Any amendment to the Covenants and Restrictions which alter any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior written approval of the St. Johns River Water Management District. Section 9.5 Enforcement. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants and Restrictions which relate to the maintenance, operation and repair of the surface water or stormwater management system.

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO: 83145-2 **DATE ISSUED:** March 21, 2022

PROJECT NAME: Grand Preserve

A PERMIT AUTHORIZING:
Letter Modification of Permit No.: [redacted] for Grand Preserve, a 3.189-acre project to be constructed and operated as per plans received by the District on November 22, 2021.

LOCATION:

SECTION(S): 2 TOWNSHIP(S): 15S RANGE(S): 32E
Volusia County

ISSUED TO:
Sun Glow Construction, Inc.
230 N Beach St
Ste 4
Daytona Beach, FL 32114-3302

The permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to the permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any applicable local government, state, or federal, rule, or ordinance. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified, or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated March 21, 2022

AUTHORIZED BY: St. Johns River Water Management District
Division of Regulatory Services

By: Tanya A McHale

Tanya McHale
Supervising Regulatory Scientist

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 83145-2
Grand Preserve
DATE ISSUED March 21, 2022

1. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.

2. Activities approved by this permit shall be conducted in a manner which do not cause violations of state water quality standards.

3. Prior to and during construction, the permittee shall implement and maintain all erosion and sediment control measures (best management practices) required to retain sediment on-site and to prevent violations of state water quality standards. All practices must be in accordance with the guidelines and specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988), which are incorporated by reference, unless a project specific erosion and sediment control plan is approved as part of the permit, in which case the practices must be in accordance with the plan. If site specific conditions require additional measures during any phase of construction or operation to prevent erosion or control sediment, beyond those specified in the erosion and sediment control plan, the permittee shall implement additional best management practices as necessary, in accordance with the specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988). The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.

4. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.

5. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District a Construction Commencement Notice Form No. 40C-4.900(3) indicating the actual start date and the expected completion date.

6. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an Annual Status Report Form No. 40C-4.900(4). These forms shall be submitted during June of each year.

7. For those systems which will be operated or maintained by an entity which will require an easement or deed restriction in order to provide that entity with the authority necessary to operate or maintain the system, such easement or deed restriction, together with any other final operation or maintenance documents as are required by subsections 7.1.1 through 7.1.4 of the Applicant's Handbook: Management and Storage of Surface Waters, must be submitted to the District for approval. Documents meeting the requirements set forth in these subsections of the Applicant's Handbook will be approved. Deed restrictions, easements and other operation and maintenance documents which require recordation either with the Secretary of State or the Clerk of the Circuit Court must be so recorded prior to lot or unit sales within the project served by the system, or upon completion of construction of the system, whichever occurs first. For those systems which are proposed to be maintained by county or municipal entities, final operation and

maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local governmental entity. Failure to submit the appropriate final documents referenced in this paragraph will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system.

8. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by the portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to local government or other responsible entity.

9. The operation phase of this permit shall not become effective until the permittee has submitted the appropriate As-Built Certification Form, the District determines the system to be in compliance with the permitted plans, and the entity approved by the District in accordance with subsections 7.1.1 through 7.1.4 of the Applicant's Handbook: Management and Storage of Surface Waters, accepts responsibility for operation and maintenance of the system. The permit may not be transferred to such an approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall request transfer of the permit to the responsible approved operation and maintenance entity, if different from the permittee. Until the permit is transferred pursuant to section 7.1 of the Applicant's Handbook: Management and Storage of Surface Waters, the permittee shall be liable for compliance with the terms of the permit.

10. Should any other regulatory agency require changes to the permitted system, the permittee shall provide written notification to the District of the changes prior implementation so that a determination can be made whether a permit modification is required.

11. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and chapter 40C-4 or chapter 40C-40, F.A.C.

12. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.

13. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.

14. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the District.

15. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

16. All activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit.

17. Within 30 days after completion of construction of the permitted system, or independent portion of the system, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing As Built Certification Form 40C-1.181(13) or 40C-1.181(14) supplied with this permit. When the completed system differs substantially from the permitted plans, any substantial deviations shall be noted and explained and one copy of as-built drawings submitted to the District. Submittal of the completed form shall serve to notify the District that the system is ready for inspection. The statement of completion and certification shall be based on on-site observation of construction (conducted by the registered professional engineer, or other appropriate individual as authorized by law, or under his or her direct supervision) or review of as-built drawings for the purpose of determining if the work was completed in compliance with approved plans and specifications. As-built drawings shall be the permitted drawings revised to reflect any changes made during construction. Both the original and any revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawing. All surveyed dimensions and elevations shall be certified by a registered surveyor. The following information, at a minimum, shall be verified on the as-built drawings:

    1. Dimensions and elevations of all discharge structures including all weirs, slots, gates, pumps, pipes, and oil and grease skimmers;

    2. Locations, dimensions, and elevations of all filter, exfiltration, or underdrain systems including cleanouts, pipes, connections to control structures, and points of discharge to the receiving waters;

    3. Dimensions, elevations, contours, or cross-sections of all treatment storage areas sufficient to determine state-storage relationships of the storage area and the permanent pool depth and volume below the control elevation for normally wet systems, when appropriate;

    4. Dimensions, elevations, contours, final grades, or cross-sections of the system to determine flow directions and conveyance of runoff to the treatment system;

    5. Dimensions, elevations, contours, final grades, or cross-sections of all conveyance systems utilized to convey off-site runoff around the system;

    6. Existing water elevation(s) and the date determined; and Elevation and location of benchmark(s) for the survey.

18. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered specifically approved unless a specific condition of this permit or a formal determination under rule 40C-1.1006, F.A.C., provides otherwise.

19. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of rule 40C-1.612, F.A.C. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to such sale, conveyance or other transfer.

20. This permit for construction will expire two years from the date of issuance.

21. The proposed project must be constructed and operated as per plans received by the District on November 22, 2021.

Notice Of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-six (26) days of the District depositing the notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 4 below.

2. Please be advised that if you wish to dispute this District decision, mediation may be available and that choosing mediation does not affect your right to an administrative hearing. If you wish to request mediation, you must do so in a timely-filed petition. If all parties, including the District, agree to the details of the mediation procedure, in writing, within 10 days after the time period stated in the announcement for election of an administrative remedy under Sections 120.569 and 120.57, Florida Statutes, the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, shall be tolled to allow mediation of the disputed District decision. The mediation must be concluded within 60 days of the date of the parties' written agreement, or such other timeframe agreed to by the parties in writing. Any mediation agreement must include provisions for selecting a mediator, a statement that each party shall be responsible for paying its pro-rata share of the costs and fees associated with mediation, and the mediating parties' understanding regarding the confidentiality of discussions and documents introduced during mediation. If mediation results in settlement of the administrative dispute, the District will enter a final order consistent with the settlement agreement. If mediation terminates without settlement of the dispute, the District will notify all the parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Florida Statutes, is resumed. Even if a party chooses not to engage in formal mediation, or if formal mediation does not result in a settlement agreement, the District will remain willing to engage in informal settlement discussions.

3. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule [redacted] Florida Administrative Code.

Notice Of Rights

4. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8:00 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule [redacted] Florida Administrative Code), which is available for viewing at *www.sjrwmd.com*. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.

5. Failure to file a petition for an administrative hearing within the requisite timeframe shall constitute a waiver of the right to an administrative hearing. (Rule [redacted] Florida Administrative Code).

6. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.

7. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.

8. A District action is considered rendered, as referred to in paragraph no. 7 above, after it is signed on behalf of the District and filed by the District Clerk.

9. Failure to observe the relevant timeframes for filing a petition for judicial review as described in paragraph no. 7 above will result in waiver of that right to review.

NOR.Decision.DOC.001
Revised 12.7.11

NOTICING INFORMATION

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has issued a permit for this project.

Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the issuance of the permit. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the issuance of the permit.

To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice to close the point of entry, the time to challenge the issuance of your permit will not expire and someone could file a petition even after your project is constructed.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to *compliancesupport@sjrwmd.com* (preferred method) **or** send a copy of the original affidavit to:

Office of Business and Administrative Services
4049 Reid Street
Palatka, FL 32177

If you have any questions, please contact the Office of Business and Administrative Services at (386) [redacted]

RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT

Document Prepared By:
St. Johns River Water Management District (SJRWMD)

Return to:

Name	**Office of Business and Administrative Services**
Agency Name	St. Johns River Water Management District
Street Address	4049 Reid Street / P. O. Box 1429
City, State Zip	Palatka, FL 32178-1429

RE:	Permit No.:	83145-2
	Grantee:	Sun Glow Construction, Inc.
	Parcel ID:	[redacted]
	County:	Volusia

Notice

The SJRWMD hereby gives notice that Environmental Resource Permit No 83145-2 has been issued to authorize the construction or modification of a stormwater management system, works or other activities to serve the real-property described on Exhibit "A" attached hereto and made a part hereof ("Premises"). This property is subject to the requirements and restrictions set forth in Chapter 373, Florida Statutes and Rule 62-330, Florida Administrative Code.

Within thirty (30) days of any transfer of interest or control of that portion of the premises containing the stormwater management system, works or other activities (or any portion thereof), the permittee must notify the Agency in writing of the property transfer. Notification of the transfer does not by itself constitute a permit transfer. Therefore, purchasers of that portion of the premises containing the stormwater management system, works or other activities regulated by the Agency (or any portion thereof) are notified that it is unlawful for any person to construct, alter, operate, maintain, remove or abandon any stormwater management system, dam, impoundment, reservoir, appurtenant work, works, or other activities, including dredging or filling, (or any combination thereof), without first having obtained an environmental resource permit from the Agency in the purchaser's name.

Within thirty (30) days of the completion of construction of the stormwater management system, works or other activities regulated by the Agency, a signed and sealed construction completion certification must be submitted to Agency pursuant to the requirements of Rule [redacted]5), Florida Administrative Code.

This notice is applicable to property containing the regulated stormwater management system, works or other activities. For purposes of this notice only, these facilities include lakes, canals, swales, ditches, berms, retention or detention areas, water control structures, pumps, culverts, inlets, roads, and wetland mitigation areas, buffers and upland compensation areas, and docking facilities.

Conditions
The Permit is subject to the General Conditions set forth in Rule- [redacted] Florida Administrative Code. The Permit also contains additional Special Conditions. Accordingly, interested parties should closely examine the entire Permit, all associated applications, and any subsequent modifications.

Conflict Between Notice And Permit
This Notice of Permit is not a complete summary of the Permit. Provisions in this Notice of Permit shall not be used in interpreting the Permit provisions. In the event of conflict between this Notice of Permit and the Permit, the Permit shall control.

This Notice Is Not An Encumbrance
This Notice is for informational purposes only. It is not intended to be a lien, encumbrance, or cloud on the title of the premises.

Release
This Notice may not be released or removed from the public records without the prior written consent of the Agency.

This Notice of Permit is executed on this 6th day of May 2022

Heather Middleton
For Agency

Agency Contact: Office of Business and Administrative Services (OBAS) Office Director

STATE OF: Florida

COUNTY OF: Putnam

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 6th day of May, 2022 by Heather Middleton / Records Manager (name and title), of the St. Johns River Water Management District.

Susan A. Getchell
Notary Public Signature

[Notary Seal]

Susan A. Getchell
Printed/Typed Name

SUSAN A. GETCHELL
Commission # GG 948614
Expires January 31, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

Commission Number: GG948614

My Commission Expires: 1-31-2024

Exhibit A

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 norths 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 4133 page 2769, all of the public records of Volusia County, Florida and any other easements or rights-of-way of record.

Exhibit I

Access Easement

BellSouth Easement 1

Bell South Easement 2

Drainage Easement over Master Drainage System

FP&L Easement

FP&L Easement for 2 Transformers to be Located on Property (To Be Provided Later)

Sign & Landscape Easement

01/03/2003 07:11
Doc stamps 4516.40
(Transfer Amt $ 645200)
Instrument # 2003-000596
Book: 4992
Page: 4635

This Instrument Prepared by:
Robert F. Apgar, Esquire
Post Office Box 10809
Daytona Beach, FL 32120-0809

RECORD AND RETURN TO:
Southern Title of Central Florida, LLC
1000 S. Ridgewood Avenue
Edgewater, Florida 32132

Parcel Nos. 5202-00-00-0823; 5202-00-00-0824; 5203-00-00-0022

Grantees' Tax ID #:

WARRANTY DEED

THIS WARRANTY DEED made the 26th day of December, 2002, by **INDIGO DEVELOPMENT INC.**, hereinafter called the Grantor, to **GRAND PRESERVE LLC**, a Florida limited liability company whose post office address is 3350 N.W. Royal Oak Way, Jensen Beach, FL 34957, hereinafter called the Grantee (Wherever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations):

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable considerations, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in Volusia County, State of Florida, viz:

Legal description is contained on Exhibit A attached hereto and made a part hereof ("Property").

Grantor reserves an easement for access, ingress and egress over the real property described in Exhibit B-1 attached hereto and made a part hereof ("Road Easement Parcel") pursuant to the terms and conditions contained in Exhibit B attached hereto and made a part hereof.

Grantor reserves a drainage easement over the real property described in Exhibit C-1 attached hereto and made a part hereof ("Drainage Easement Parcel") and the Property pursuant to the terms and conditions contained in Exhibit C attached hereto and made a part hereof.

The Property is subject to certain restrictive covenants which are imposed on Exhibit D attached hereto and made a part hereof.

Subject to covenants, restrictions and easements of record, if any.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2002.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and the corporate seal to be hereunto affixed by its proper officer thereunto duly authorized the day and year first above written.

Signed, sealed and delivered in
the presence of:

M Shirley
Printed Name: M Shirley

Tammy Girvin
Printed Name: Tammy Girvin

INDIGO DEVELOPMENT INC.,
a Florida corporation

By: _____
William H. McMunn, President

Post Office Box 10809
Daytona Beach, Florida 32120-0809

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared WILLIAM H. MCMUNN, the President of Indigo Development Inc., a Florida corporation, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same on behalf of the corporation. He is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of December, 2002.

[SEAL]

Sandra K. Metzger
MY COMMISSION # CC927227 EXPIRES
April 12, 2004
BONDED THRU TRDY FAIN INSURANCE, INC.

Sandra K. Metzger
Notary Public, State of Florida
My Commission Expires: 4/12/04

Book: 4992
Page: 4636

EXHIBIT A

LEGAL DESCRIPTION

A portion of the Northeast quarter (NE 1/4) of Section 3, Township 15 South, Range 32 East and the Northwest quarter (NW 1/4) of Section 2, Township 15 South, Range 32 East, Volusia County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 2; Thence North 89°32'22" East, along the North line of said Section 2, a distance of 918.80 feet to an intersection with the Westerly line of the Florida Power & Light Company Transmission Line Easement as described in Deed Book 431, Pages 1-3, and the Southwesterly corner of that parcel of land deeded from Consolidated-Tomoka Land Co. to ACT Corporation (ACT Parcel), as described in Official Records Book 3988, Page 1218, all of the Public Records of Volusia County, Florida; Thence continue North 89°32'22" East, along said Section line and the Southerly line of the ACT Parcel, a distance of 114.51 feet to an intersection with the Easterly line of said Florida Power & Light Company Transmission Line Easement and the Northwesterly corner of that parcel of land deeded from Patricia Lagoni, as Trustee, under Trust ID1-2, to the trustees of the Chapman S. Root 1982 Living Trust (Root Parcel), as described in Official Records Book 4158, Page 1559, of the Public Records of Volusia County, Florida; Thence, departing said Section line and along the Easterly line of said Florida Power & Light Company Transmission Line Easement and the Westerly line of said Root Parcel, South 29°36'53" East a distance of 227.69 feet to the POINT OF BEGINNING; Thence continue South 29°36'53" East along the last described course, a distance of 906.11 feet to a point, said point lying on an Easterly extension of the Northerly line of that parcel of Land deeded from Consolidated-Tomoka land Co. and Patricia Lagoni, as Trustee under Trust ID1-3, to the County of Volusia, as described in Official Records Book 3973, Page 1974, of the Public Records of Volusia County, Florida; Thence, departing the Easterly right-of-way line of said Florida Power & Light Company Easement, South 64°21'25" West, along the Easterly extension of the Northerly line of said County of Volusia parcel, a distance of 363.87 feet to the Northwesterly corner thereof; Thence, departing said Northerly line continue South 64°21'25" West, a distance of 14.47 feet to a point on the arc of a non-tangent curve concave to the West, said curve having a radius of 275.00 feet, a central angle of 57°20'30" and from said point a radial line bears South 76°26'08" West; Thence Southerly along said curve, a distance of 275.22 feet to a point of reverse curvature with a curve concave to the East, said curve having a radius of 170.23 feet and a central angle of 69°25'13"; Thence Southerly along said curve, a distance of 206.25 feet to a point of tangency; Thence South 25°38'35" East, a distance of 235.73 feet to a point on the Northerly right-of-way line of the 200 foot wide right-of-way for LPGA Boulevard, as described in Official Records Book 3973, Page 1974, of the Public Records of Volusia County, Florida; Thence South 64°21'25" West along said Northerly right-of-way line, a distance 100.00 feet; Thence North 25°38'35" West, a distance of 166.31 feet to a point of curvature with a curve concave to the East, said curve having a radius of 293.56 feet and a central angle of 33°51'33"; Thence Northerly along said curve, a distance of 173.48 feet; Thence South 64°21'25" West, a distance of 92.70 feet; Thence North 25°38'35" West, a distance of 470.13 feet to an intersection with a line parallel with and 800 feet Northerly from, as measured at right angles to the Northerly right-of-way line of said 200-foot wide right-of-way for LPGA Boulevard; Thence South 64°21'25" West, along said parallel line, a distance of 1410.34 feet; Thence North 20°21'25" East, for 623.83 feet; Thence North 25°38'35" West, for 344.13 feet; Thence North 04°20'59" East, for 508.87 feet; Thence North 51°39'31" East, for 16.44 feet; Thence North 56°02'05" East, for 110.00 feet; Thence North 55°02'38" East, for 50.01 feet; Thence North 56°02'05" East, for 109.97 feet; Thence South 33°56'45" East, for 49.14 feet; Thence South 82°38'15" East, for 61.74 feet; Thence South 64°14'25" East, for 79.39 feet to a point at the beginning of a non-tangent curve, concave to the Southeast, said curve having a radius of 24.00 feet, a central angle of 48°12'12" and from said point a radial line bears South 64°14'25" East; Thence Northeasterly along said curve for 20.19 feet to a point of reverse curvature with a curve concave to the Northwest, said curve having a radius of 176.00 feet and a central angle of 25°04'12"; Thence Northeasterly along said curve for 77.01 feet to a point of reverse curvature with a curve concave to the South, said curve having a radius of 34.00 feet and a central angle of 81°04'10"; Thence Easterly along said curve for 48.11 feet to a point of reverse curvature with a curve concave to the Northeast, said curve having a radius of 901.00 feet and a central angle of 22°09'18"; Thence Southeasterly along said curve for 348.40 feet to a point of reverse curvature with a curve concave to the Southwest, said curve having a radius of 34.00 feet and a central angle of 11°08'16"; Thence Southeasterly along said curve for 6.61 feet; Thence North 17°23'24" East, for 176.66 feet to a point at the beginning of a non-tangent curve, concave to the North, said curve having a radius of 725.00 feet, a central angle of 02°22'24" and from said point a radial line bears North 17°23'24" East; Thence Easterly along said curve for 30.03 feet to a point of reverse curvature with a curve concave to the Southwest, said curve having a radius of 775.00 feet and a central angle of 28°02'36"; Thence Southeasterly along said curve for 379.32 feet; Thence North 42°31'36" East, for 165.72 feet; Thence North 60°23'07" East, for 202.97 feet to the POINT OF BEGINNING.

Said parcel also being subject to the Florida Power & Light Company Transmission line easement as described in Deed Book 431, Pages 1-3 and Official Records Book 1335, Page 497-499, of the Public Records of Volusia County, Florida and any other easements, rights-of-way, covenants, reservations and restrictions of record.

Said lands lying and situate in the City of Daytona Beach, Volusia County, Florida.

Said lands containing 46.303 acres (2,016,949 square feet) more or less.

Book: 4992
Page: 4637

EXHIBIT B

ACCESS EASEMENT

A. The Grantor, for itself, its successors and assigns, hereby reserves an easement for utilities and an access easement for vehicular and pedestrian ingress and egress over, in, upon, across and through the real property described in Exhibit B-1 attached hereto and made a part hereof ("Road Easement Parcel"). The easement reserved herein is to benefit the real property which is owned by Grantor, lying northerly of the Property, which Property is to be developed as a subdivision known as Grand Preserve ("Grantor's Adjacent Property"). Within twelve (12) months from the date this deed is recorded, Grantee shall (i) install and construct all utilities necessary to serve Grand Preserve; (ii) construct a road within the Road Easement Parcel (which utilities and road shall meet all applicable construction standards for dedicated public utilities and for dedicated public roads as required by The City of Daytona Beach ("City") within the Road Easement Parcel); and (iii) dedicate the same to public use. Grantor shall either release the Grantor's interest in the Road Easement Parcel reserved herein upon completion of construction and dedication thereof by the Grantee to the public and/or the City or Grantor shall join in the dedication of the Road Easement Parcel to the public and/or the City. Additionally, Grantor shall have, and reserves, the right to construct two roadway connections, one to the east and one to the west within the southerly 330 feet of the Road Easement Parcel, at such locations acceptable to Grantee and Grantor and approved by the City. Grantee, in the design of the road to be constructed within the Road Easement Parcel, shall include the roadway connections reserved herein by Grantor.

B. Grantor, at any time before Grantee's obligation to construct the road and install dedicated public utilities is satisfied, may, at Grantor's sole election, design and construct the road and install the public utilities required to be constructed by Grantee within the Road Easement Parcel; provided that the road and utilities meet all City requirements for dedication to the public. If Grantor elects to construct said road and install the utilities, Grantee and Grantor will dedicate the road and utilities within the Road Easement Parcel or convey the same to the City, as applicable, upon completion of construction by Grantor. Grantor shall have the right to recover the cost of constructing the public road and of installing the public utilities within the Road Easement Parcel from Grantee, together with interest thereon from the date construction is completed, by any remedy available at law or in equity, including the right to place a lien on any portion of the Property then owned by Grantee.

C. Until such time as the Road Easement Parcel is dedicated as a public road, Grantee shall have the sole responsibility to maintain the Road Easement Parcel in good and safe condition. The obligation to maintain the Road Easement Parcel or improvements thereon set forth in this easement shall extend to and include the obligation to maintain general liability insurance in reasonable and customary amounts on such Road Easement Parcel. To the extent possible, Grantee will name Grantor as an additional insured on such insurance policy. This maintenance obligation of Grantee also includes the obligation to pay real property taxes on the Road Easement Parcel.

D. Grantor agrees to indemnify, hold harmless and defend Grantee from any and all claims, demands, injuries, death, actions and causes of action of any type or nature arising out of any construction on the Road Easement Parcel by the Grantor. Grantee shall indemnify, hold harmless and defend Grantor from any and all claims, demands, injuries, death, actions and causes of action of any type or nature arising out of Grantee's maintenance of the Road Easement Parcel.

E. Grantor and Grantee, including their respective heirs, successors and assign, shall have the right to enforce the terms and conditions of the easement reserved in this Exhibit B by any remedy available at law or in equity, including by specific performance or injunctive relief. The rights and obligations contained herein shall run with the land and inure to and be for the benefit of Grantor and Grantee and their respective successors and assigns.

Book: 4992
Page: 4638

EXHIBIT B-1

ROAD EASEMENT PARCEL

A portion of the Northwest quarter (NW 1/4) of Section 2, Township 15 South, Range 32 East, Volusia County, Florida, described as follows:

COMMENCE at the northwest corner of Parcel #3 of the lands deeded from Consolidated-Tomoka Land Co., and Patricia Lagoni, as Trustee under Trust IDI-3, to the County of Volusia, as described in Official Records Book 3973, Page 1974, of the Public Records of Volusia County, Florida; thence South 64°21'25" West, along the westerly extension of the northerly line of said Parcel #3, a distance of 14.47 feet to the POINT OF BEGINNING and a point on the arc of a non-tangent curve concave to the west, said curve having a radius of 275.00 feet, a central angle of 57°20'30", and from said point a radial line bears South 76°26'08" West; thence southerly along said curve a distance of 275.22 feet to a point of reverse curvature of a curve concave to the east, said curve having a radius of 170.23 feet and a central angle of 69°25'13"; thence southerly along said curve a distance of 206.25 feet to a point of tangency; thence South 25°38'35" East a distance of 235.73 feet to a point on the northerly right-of-way line of the 200 foot wide right-of-way for LPGA Boulevard, as described in Official Records Book 3973, Page 1974, of the Public Records of Volusia County, Florida; thence South 64°21'25" West, along said northerly right-of-way line, a distance 100.00 feet; thence North 25°38'35" West a distance of 166.31 feet to a point of curvature of a curve concave to the east, said curve having a radius of 293.56 feet and a central angle of 68°09'51"; thence northerly along said curve, a distance of 349.25 feet to a point of reverse curvature of a curve concave to the west, said curve having a radius of 225.00 feet and a central angle of 65°54'03"; thence northerly along said curve a distance of 258.79 feet to a point of tangency; thence North 23°22'47" West a distance of 474.73 feet to a point of curvature of a curve concave to the west, said curve having a radius of 725.00 feet and a central angle of 51°36'14"; thence northerly along said curve a distance of 652.98 feet to a point of reverse curvature of a curve concave to the northeast, said curve having a radius of 775.00 feet and a central angle of 02°22'24"; thence northwesterly along said curve a distance of 32.10 feet; thence North 17°23'24" East, along a line radial to the last and following described curves, a distance of 50.00 feet to a point on the arc of a curve concave to the northeast, said curve having a radius of 725.00 feet and a central angle of 02°22'24"; thence southeasterly along said curve a distance of 30.03 feet to a point of reverse curvature of a curve concave to the west, said curve having a radius of 775.00 feet and a central angle of 51°36'14"; thence southerly along said curve a distance of 698.01 feet to a point of tangency; thence South 23°22'47" East a distance of 474.73 feet to a point of curvature of a curve concave to the west, said curve having a radius of 275.00 feet and a central angle of 08°46'44"; thence southerly along said curve a distance of 42.14 feet; thence along a non-tangent line North 64°21'25" East, along the westerly extension of the northerly line of said Parcel #3, a distance of 12.04 feet to the POINT OF BEGINNING.

Said lands lying and being in the City of Daytona Beach, Volusia County, Florida.

(1)

STATE OF FLORIDA
COUNTY OF VOLUSIA

BELLSOUTH
TELECOMMUNICATIONS

08/23/1996 16:54
Doc stamps 0.70
(Transfer Amt $ 1)
Instrument # 96145366
Book: 4133
Page: 2769

EASEMENT

For and in consideration of one dollars ($ 1.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the undersigned owner(s) of the premises described below, hereinafter referred to as Grantor, do(es) hereby grant to **BELLSOUTH TELECOMMUNICATIONS, INC.**, a Georgia corporation, its licensees, agents, successors, assigns, and allied and associated companies, hereinafter referred to as Grantee, an underground easement to construct, operate, maintain, add, and/or remove such systems of communications, facilities, or related services as the Grantee may from time to time require under a portion of the lands, more particularly described on Exhibit "A" ("Easement Area") attached hereto and incorporated herein and, to the fullest extent the grantor has the power to grant, upon, over, along and under the roads, streets, or highways adjoining or through said property.

The following rights are also granted: ingress to and egress from said easement at all times; the right, but not the obligation, to clear the easement and keep it cleared of all trees, undergrowth, or other obstructions; the right, but not the obligation, to trim and cut and keep trimmed and cut all dead, weak, leaning, or dangerous trees or limbs outside the easement which might interfere with or fall upon the lines or systems of communication ; and the right to relocate said facilities, systems of communication, or related services on said lands to conform to any future highway relocation, widening, or improvements.

To have and to hold the above granted easement unto BellSouth Telecommunications, Inc., its licensees, agents, successors, assigns, and allied and associated companies forever and in perpetuity.

Grantor warrants that grantor is the true owner of record of the above described land on which the aforesaid easement is granted.

SPECIAL STIPULATIONS OR COMMENTS:

The special stipulations contained on Exhibit "B" attached hereto and incorporated herein, shall control in the event of conflict with any of the foregoing easement.

Preparer's name and address:
(Return document to the
BellSouth address on back)

~~Real Estate Service Team~~, Inc.
255 Merritt Square Mall
Merritt Island, FL 32952

BEST AVAILABLE ORIGINAL

In witness whereof, the undersigned has/have caused this instrument to be executed on the 25th day of June, 1996.

Signed, sealed, and delivered
in the presence of:

Book: 4133
Page: 2770

Witness

Patricia Lagoni, as Trustee
PATRICIA LAGONI, as Trustee
under Trust No. IDI-3, dated June 7, 1991
and under Trust No. IDI-4, dated September 6, 1995

Witness

State of Florida
County of VOLUSIA

I HEREBY CERTIFY that PATRICIA LAGONI personally appeared before me and acknowledged that she was the same. The foregoing instrument was acknowledged before me this 25th day of June, 1996, by PATRICIA LAGONI, as Trustee under Trust No IDI-3, dated June 7, 1991, and under Trust No. IDI-4, dated September 6, 1995, on behalf of the trust. She is personally known to me and who did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 25th day of June, 1996.

Notary Public

JILL S. LUST
Print Name

Commission Number

JILL S. LUST
MY COMMISSION # CC345776 EXPIRES
February 18, 1998
BONDED THRU TROY FAIN INSURANCE, INC.

My Commission Expires:

Grantor's Address:

Patricia Lagoni, as Trustee
P O Box 10809
Daytona Beach, FL 32120-0809

Grantee's Address:

BellSouth Telecommunications, Inc.

TO BE COMPLETED BY BELLSOUTH TELECOMMUNICATIONS, INC.

District		Wire Center	Authority
Drawing	Location	Plat Number	R/W Number
Approval			Title

CorpEaPA.Doc.06/96

BEST AVAILABLE ORIGINAL

EXHIBIT "A"

LEGAL DESCRIPTION (This is a NEW Description)

A portion of Sections 2 and 3, all in Township 15 South, Range 32 East, Volusia County Florida, being a strip of land 10 feet in width for Telephone Transmission Line Easement purposes, said line being the Northerly 10 feet of the Northerly 20 feet lying adjacent to and parallel with the Northerly right-of-way line of the 200-foot wide right-of-way of the Eleventh Street Extension, said parcel being more particularly described as follows: As a Point of Reference, commence at a rod & cap #2620 marking the Southwest corner of said Section 3; thence run South 89°49'17" East, along the South line of said Section 3, a distance of 512.10 feet to a point therein; thence, departing the South line of said Section 3, run North 00°10'43" East a distance of 386.43 feet to a point in the Easterly right-of-way line of the 130-foot wide right-of-way of Williamson Boulevard, said point being the POINT OF BEGINNING of this description; thence run North 16°25'24" West, along said Easterly right-of-way line of Williamson Boulevard, a distance of 10.13 feet; thence, departing said Easterly right-of-way line of Williamson Boulevard, run North 64°21'27" East a distance of 7639.58 feet to a point in the Easterly right-of-way line of a 155-foot wide Florida Power & Light Company Transmission Line Easement, as described in Official Records Book 1335, Page 497 and Deed Book 431, Pages 1-3, all of the Public Records of Volusia County, Florida; thence run South 29°36'52" East, along said Easterly line, a distance of 10.02 feet to a point therein; thence, departing said Easterly line, run South 64°21'27" West a distance of 7641.89 feet to the POINT OF BEGINNING of this description, said parcel containing 1.754 acres, more or less, excepting therefrom the 140-foot wide right-of-way of Clyde Morris Boulevard, said parcel also being subject to any easements of record.

4157.LEG CTLCO EASEMENT TO SOUTHERN BELL ALONG 11TH STREET

BEST AVAILABLE ORIGINAL

Book: 4133
Page: 2772
Diane M. Matousek
Volusia County, Clerk of Court

Exhibit "B"

Special Stipulations

The following Special Stipulations are hereby incorporated into the foregoing Easement:

1. Grantor hereby reserves the right to grant utility easements and any other easements or interests in the Easement Area for such other purposes deemed necessary or appropriate by Grantor which do not interfere with the use and enjoyment of Grantee of the easement granted herein. Further, Grantor, including the successors and assigns of Grantor or any affiliate of Grantor may travel across the Easement Area to reach other properties of the Grantor or any affiliate of Grantor or may grant access easements to others over and across the Easement Area without any further consent of Grantee. In connection with any such crossings or with access easements, the Grantor or any successor, assign or affiliate of Grantor may improve or pave portions of the Easement Area to facilitate access and may apply for driveway permits within the Easement Area in conjunction with such rights to cross or grant access easements on the Easement Area, provided that Grantee shall have no obligation for maintenance or repair of any such improvements to the Easement Area made in connection with any such access easement or with the exercise of such rights to cross the Easement Area. The cost to relocate or adjust any of Grantee's facilities once installed to accommodate Grantor's subsequent easements for utilities to third parties and subsequent crossings will be borne solely by Grantor, its successors or assigns, except as herein provided below. In the event the Grantee's facilities are relocated or adjusted to accommodate Grantor, Grantor shall provide Grantee with an alternate easement location mutually acceptable to Grantor and Grantee and shall execute and record an easement identical in form to the easement granted herein.

2. Grantor further reserves the right to landscape and maintain the landscaping within the Easement Area and to plant any landscape materials deemed appropriate by Grantor or any successors or assigns of Grantor. Should Grantor landscape part or all of the Easement Area prior to Grantee installing its facilities, Grantee shall replace and restore any such landscape materials damaged or destroyed during installation of its facilities.

3. By acceptance of ~~the~~ this Easement, Grantee agrees that prior to construction of its facilities within the Easement Area (except for emergency maintenance construction), it will provide Grantor with preliminary construction drawings and obtain the Grantor's approval, which approval shall not be unreasonably withheld, as to location of its facilities within the Easement Area. The return of a copy of said drawings to Grantee marked "approved" by Grantor, or its representative, shall constitute Grantee's compliance with this provision and shall evidence Grantor's, and any party claiming through Grantor, approval of the placement of the facilities within the Easement Area as shown on the construction drawings. After construction of its facilities is complete, Grantee shall provide Grantor with as-built drawings. Should Grantee fail to obtain such approval or fail to build the facilities as approved by Grantor, the cost to relocate or adjust any of its non-approved facilities to accommodate primary and secondary roadway, water and sewer line crossings will be at the sole cost and expense of Grantee. The Grantor's right of approval as to Grantee's facility locations is limited to Grantor, any affiliate or subsidiary companies of Grantor, and any beneficiary of a Trust, having a legal or equitable interest in the Easement Area, including any affiliate of the Trust Beneficiary, having a legal or equitable interest in the Easement Area, whether existing or not existing on the date of ~~the~~ this Easement, and not to any other subsequent owner or assigns.

EST AVAILABLE ORIGINAL

STATE OF FLORIDA
COUNTY OF Volusia

BELLSOUTH

RF-1710-FL
(12/95)

08/27/2003 11:47 AM
Doc stamps .70
(Transfer Amt $ 10)
Instrument# 2003-212178
Book: 5149
Page: 3539

(2)

Preparer's name and address:
(Return document to the
BellSouth address on back)

900 North Nova Rd.
Daytona Beach, FL 32117
ATTN: JIM SPIVEY
RETURN TO : REAL ESTATE SERVICE TEAM, INC.
380 SOUTH COURTENAY PKWY
MERRITT ISLAND, FL 32952
ATTN: SUSAN LOY BARBER

EASEMENT - INCLUDING GENERATORS AND FUEL SUPPLY SYSTEMS

For and in consideration of TEN dollars ($ **10.00**) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the undersigned owner(s) of the premises described below, hereinafter referred to as Grantor, do(es) hereby grant to **BELLSOUTH TELECOMMUNICATIONS, INC.**, a Georgia corporation, its licensees, agents, successors, assigns, and allied and associated companies, hereinafter referred to as Grantee, an easement to construct, operate, maintain, add, and/or remove such systems of communications, facilities, stand by generators and associated fuel supply systems as a means of providing uninterrupted service during commercial power outages, or related services as the Grantee may from time to time require upon, over, and under a portion of the lands, described in Official Records Book 4784, page 628, Volusia County, Florida, Records, and, to the fullest extent the grantor has the power to grant, upon, over, along and under the roads, streets, or highways adjoining or through said property. The said easement is more particularly described as follows:

All that tract or parcel of land lying in Section 2, Township 15 South, Range 32 East, _____ Meridian, Volusia County, State of Florida, consisting of a (parcel) of land

See EXHIBIT "A" attached hereto and made a part hereof ("Easement Area")

The following rights are also granted: ingress to and egress from said easement at all times; the right, but not the obligation, to clear the easement and keep it cleared of all trees, undergrowth, or other obstructions; the right, but not the obligation, to trim and cut and keep trimmed and cut all dead, weak, leaning, or dangerous trees or limbs outside the easement which might interfere with or fall upon the lines or systems of communication or power transmission or distribution; the right to relocate said facilities, systems of communication, or related services on said lands to conform to any future highway relocation, widening, or improvements; and the right to test and maintain generators and associated equipment.

To have and to hold the above granted easement unto BellSouth Telecommunications, Inc., its licensees, agents, successors, assigns, and allied and associated companies forever and in perpetuity.

Grantor warrants that grantor is the true owner of record of the above described land on which the aforesaid easement is granted.

SPECIAL STIPULATIONS OR COMMENTS:

The special stipulations are contained on EXHIBIT "B" attached hereto and made a part hereof. Special Stipulations shall control in the event of conflict with any of the terms of the foregoing easement.

Book: 5149
Page: 3540

In Witness whereof, the undersigned has/have caused this instrument to be executed on the 2nd day of July, 2003.

Signed, sealed, and delivered in the presence of:

Witness

Witness

INDIGO DEVELOPMENT INC. a Florida Corp.
Name of Corporation

By: W.H. McMunn

Title PRESIDENT

Attest: Linda Crisp
Secretary

State of Florida
County of Volusia

I HEREBY CERTIFY that William McMunn personally appeared before me and acknowledged that he/she was the same The foregoing instrument was acknowledged before me this 2nd day of July, 2003, by William McMunn, President (name and title of officer) of Indigo Development Inc (name of corporation), a, Florida corporation, on behalf of the corporation. He/she is personally known to me ~~or has produced~~ ~~as identification~~ and who did/did not take an oath.

Witness my hand and official seal in the County and State last aforesaid, this 2nd day of July, 2003.

Notary Public

Marisa Shirley
Print Name

Marisa Shirley
MY COMMISSION # CC985794 EXPIRES
August 5, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

CC985794
Commission Number

My Commission Expires:
8/5/03

Grantor's Address:

Indigo Development, Inc.
149 South Ridgewood Ave., Ste 600
Daytona Beach, FL 32114

Grantee's Address:

BellSouth Telecommunications, Inc.
900 North Nova Rd.
Daytona Beach, FL 32117

TO BE COMPLETED BY BELLSOUOTH TELECOMMUNICATIONS, INC.

District	FRC	Wire Center/NXX	Authority
Drawing	Area Number	Plat Number	RWID
Approval			Title

EXHIBIT "B"

Special Stipulations

The following special stipulations are hereby incorporated into the foregoing Easement:

1. Only the Type MESA 2 Cabinet(s) and other similar cabinets or pedestals may be above ground. All wires, conduit, cables and other facilities or equipment shall be underground.

2. Grantor hereby reserves the right to grant utility easements and any other easements or interests in the Easement Area for such other purposes deemed necessary or appropriate by Grantor which do not interfere with the use and enjoyment of Grantee of the easement granted herein.

3. Grantor reserves the right to landscape and maintain landscaping within the Easement Area and to plant any landscape materials deemed appropriate by Grantor or any successors or assigns of Grantor, provided that the landscaping does not interfere with Grantee's access to and use of the Easement Area. Should any such interference occur, Grantee has the right to notify Grantor, and Grantor shall remove the interference, or Grantee may itself remove the interference. Grantor shall not landscape in the Easement Area prior to initial installation of Grantee's facilities in the Easement Area. Should Grantee need to alter or remove any landscaping exercise its rights under the Easement, Grantee shall not have any responsibility to replace or repair the landscaping. Should Grantor's landscaping work damage Grantee's facilities, Grantor will be responsible to Grantee for any costs to repair the damage.

4. By acceptance of the Easement, Grantee agrees that prior to any construction of its facilities within the Easement Area (except for emergency maintenance construction); it will provide Grantor with preliminary construction drawings showing the location of facilities in the Easement Area and obtain the Grantor's approval, which approval shall not be unreasonably withheld, The return of a copy of said drawings to Grantee marked "approved" by Grantor, or its representative, shall constitute Grantee's compliance with this provision and shall evidence Grantor's, and any party claiming through Grantor, approval of the placement of the facilities within the Easement Area as shown on the construction drawing. Should Grantee fail to obtain such approval or fail to build the facilities as approved by Grantor, the cost to relocate or adjust any of its non-approved facilities if this becomes necessary to accommodate, will be at the sole cost and expense of Grantee. The grantor's right of approval as to Grantee's facility locations is limited to Grantor and any affiliate or subsidiary companies of Grantor, whether existing or not existing on the date of this Easement, and not to any other subsequent owner or assigns. Failure of Grantor to respond in writing within ten (10) business days of receipt of drawings from Grantee shall constitute Grantor approval.

EXHIBIT "A"

SURVEY OF PROPERTY FOR SOUTHERN BELL TELEPHONE AND TELEGRAPH CO.

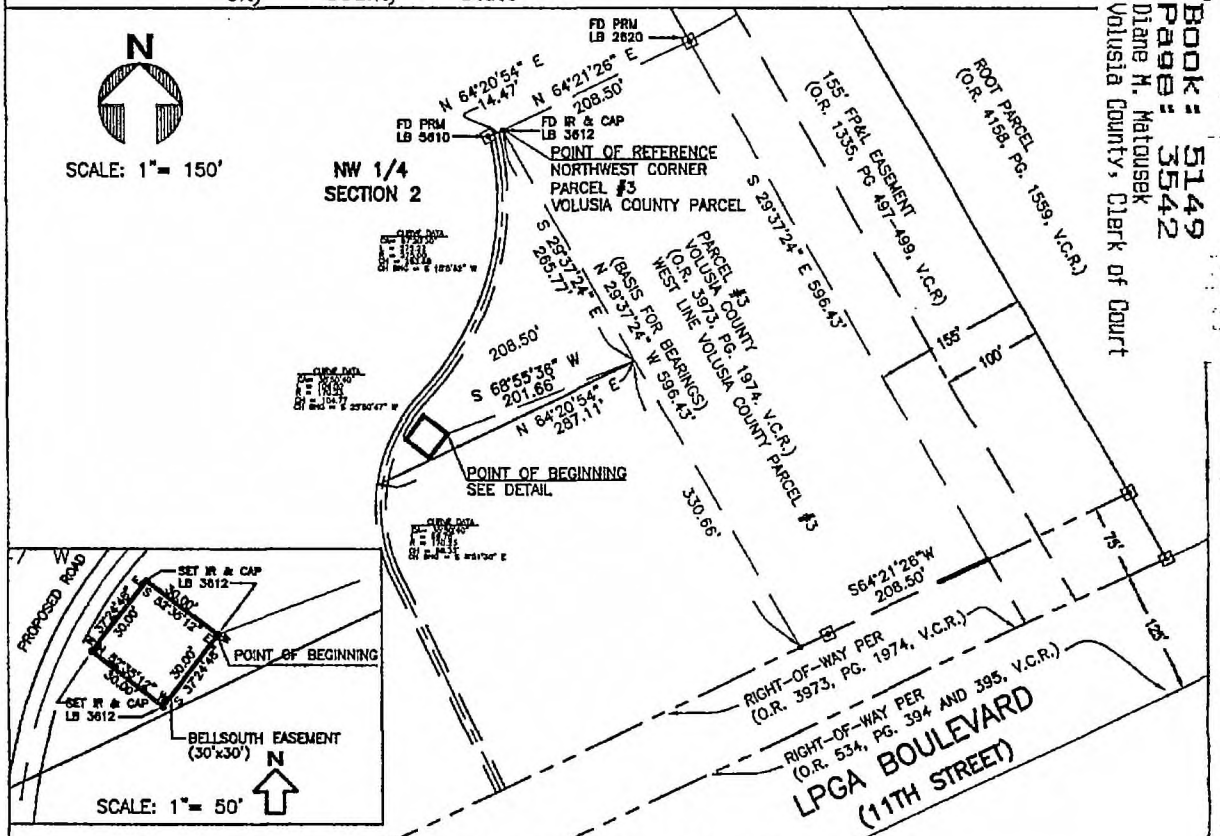
SITE NAME _____

SITE ALLOCATION AREA NUMBER _____

LOCATION _____ SOUTHERN BELL AREA NUMBER _____

City County State

Book: 5149
Page: 3542
Diane M. Matousek
Volusia County, Clerk of Court



LEGAL DESCRIPTION: (BELLSOUTH EASEMENT 30'x30')

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

AS A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF PARCEL #3 OF THE LANDS DEEDED FROM CONSOLIDATED-TOMAKA LAND COMPANY AND PATRICIA LAGONI, AS TRUSTEE UNDER TRUST IDI-3, TO THE COUNTY OF VOLUSIA, AS DESCRIBED IN OFFICIAL RECORDS BOOK 3973, PAGE 1974, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; RUN THENCE SOUTH 29 DEGREES 37 MINUTES 24 SECONDS EAST, ALONG THE WEST LINE OF SAID PARCEL #3 FOR A DISTANCE OF 265.77 FEET; THENCE SOUTH 68 DEGREES 55 MINUTES 36 SECONDS WEST, A DISTANCE OF 201.66 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 37 DEGREES 24 MINUTES 48 SECONDS WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 52 DEGREES 35 MINUTES 12 SECONDS WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 37 DEGREES 24 MINUTES 48 SECONDS EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 52 DEGREES 35 MINUTES 12 SECONDS EAST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

DESCRIBED BELLSOUTH EASEMENT CONTAINS 900 SQUARE FEET MORE OR LESS.

GENERAL NOTES

1.) BEARING STRUCTURE (N 00°02'42" W) ALONG WEST LINE OF OLIVER ESTATES
2.) RECORD DIMENSIONS ARE SHOWN IN PARENTHESIS (), WHEN DIFFERS FROM MEASURED.

LEGEND

FD ..... FOUND
℄ ..... CENTER LINE
R/W.... RIGHT OF WAY
L ..... LENGTH
T ..... TANGENT
(P) PLAT
(M) .... MEASURED
(D) .... DESCRIPTION
● IR... 5/8" IRON ROD
○ IP... IRON PIPE
▣ PRM.....PERMENANT REFERENCE MONUMENT
LS ..... LICENSED SURVEYOR
LB ..... LICENSED BUSINESS

NOTICE:

NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAY AND OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR, EXCEPT AS SHOWN. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY, NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN. IF LOCATION OF EASEMENTS OR RIGHT-OF-WAY OF RECORD, OTHER THAN THOSE ON RECORD PLATS, IS REQUIRED, THIS INFORMATION MUST BE FURNISHED TO THE SURVEYOR AND MAPPER. PER FLORIDA STATUES RULE [redacted]4)(e)

THE TERM CERTIFIED AS USED IN THIS STATEMENT IS FOR THE EXCLUSIVE USE OF THE PARTIES LISTED ON THIS SURVEY. IT IS ALSO, UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THIS SURVEYOR AND THE FIRM, FROM WHICH IS FORMULATED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM, DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED BY THE OWNER, LENDER, OR OWNER'S CONTRACTORS OR OTHERS, WHICH IS USED AS A BASIS TO FORMULATE THIS SURVEYORS OPINION.

ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE PARY. PER FLORIDA STATUES CHAPTER RULE 61G17-6.003(2)(e)

BELLSOUTH EQUIPMENT EASEMENT

THE FOREGOING PLAT IS CERTIFIED TO MEET THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

8/8/03

William S Hart WILLIAM S HART

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAFTER: BDB 8/8/03	TYPE OF SURVEY: SPECIAL PURPOSE	Upham, Inc. Organization of Engineers & Surveyors	
SURVEYOR: JO 7/15/03		265 Kenilworth Avenue - P.O.Box 1105 - Ormond Beach, Florida 32175 (386)672-9515 FAX (386)673-6554 Visit us at: www.uphaminc.com	
P.S.M. NO. 3905 LB NO. 3612	8/08/03 MO. DAY YR.	SCALE: VARIES	DRAWING: LPGA-BLVD.DWG FILE: SS-52-2-BS

04/03/1995 14:24
Deed Doc Stamps - 0.70
(Transfer Amt $1)
Instrument # 95046074
Book: 3994
Page: 3441

$3.00
.70

EASEMENT
THIS INSTRUMENT WAS PREPARED BY
L. L. YESTER
FLORIDA POWER & LIGHT CO.
P.O. BOX 2851
DAYTONA BEACH, FL 32120

Work Order No: SIO [redacted]
Sec. 2 & 3, Twp. 15 S Rge. 32 E
Volusia County, Florida
Tax Parcel No: 5202-00-00-0823 & 0824
52[redacted] & 0015

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grants and conveys to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits, and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities, or any of them within an easement over, under, and upon the property described on EXHIBIT "A" and EXHIBIT "B" attached hereto and made a part hereof ("Easement Area").

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area which might interfere with or fall upon the lines or systems of communications; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights herein granted on the land heretofore described, under and across the roads, streets or highways adjoining or through the Easement Area .

Reserving to the undersigned, the right to grant utility easements and any other easements or interests in the Easement Area for such other purposes deemed necessary or appropriate by the undersigned which do not interfere with the use and enjoyment of Florida Power & Light Company of the easement granted herein. Further, the undersigned, including the successors and assigns of the undersigned or any affiliate of the undersigned may travel across the Easement Area to reach other properties of the undersigned or any affiliate of the undersigned or may grant access easements to others over and across the Easement Area without any further consent of Florida Power & Light Company. In connection with any such crossings or with access easements, the undersigned or any successor, assign or affiliate of the undersigned may improve or pave portions of the Easement Area to facilitate access and may apply for driveway permits within the Easement Area in conjunction with such rights to cross or grant access easements on the Easement Area, provided that Florida Power & Light Company shall have no obligation for maintenance or repair of any such improvements to the Easement Area made in connection with any such access easement or with the exercise of such rights to cross the Easement Area. The cost to relocate or adjust any of Florida Power & Light Company's facilities once installed to accommodate Grantor's subsequent easements for utilities to third parties and subsequent crossings will be borne solely by the undersigned, its successors or assigns, except as herein provided below.

Reserving further to the undersigned, the right to landscape and maintain the landscaping within the Easement Area and to plant any landscape materials deemed appropriate by the undersigned or any successors or assigns of the undersigned, provided that any such landscape materials shall not be placed within five feet of any of Florida Power & Light Company's facilities and not exceed a height of 14 feet above grade at maturity so as not to interfere with Florida Power & Light Company's use and enjoyment of the Easement Area. Should the undersigned landscape part or all of the Easement Area prior to Florida Power & Light Company installing its facilities, Florida Power & Light Company shall replace and restore any such landscape materials damaged or destroyed during installation of its facilities; except when such landscape materials, if replaced, would be located within five feet of Florida Power & Light Company's facilities.

By acceptance of this easement, Florida Power & Light Company agrees that prior to construction of its facilities within the Easement Area (except for emergency maintenance construction), it will obtain the undersigned's approval as to location of its proposed facilities, which approval the undersigned agrees not to unreasonably withhold, and to provide the undersigned with as-built drawings after construction is completed. Should Florida Power & Light Company fail to obtain such approval, the cost to relocate or adjust any of its non-approved facilities to accommodate primary and secondary roadway, water and sewer line crossings will be at the sole cost and expense of Florida Power & Light Company. The undersigned's right of approval as to Florida Power & Light Company's facility locations is limited to the undersigned, any affiliate or subsidiary companies of the undersigned, and any beneficiary of a Trust including any affiliate of the Trust Beneficiary, whether existing or not existing on the date of this easement, and not to any other subsequent owner or assigns.

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While the use of the easement area is through overhead electric facilities, Florida Power & Light Company shall have no right under this easement to grant licenses or any other rights or easements to any other person or entity to use this easement area in any way, including other utility or quasi utility service provides, without the prior written consent of the undersigned, to be given or denied in sole and absolute discretion of the undersigned.

IN WITNESS WHEREOF, the undersigned has signed this instrument on March 6, 19 95.

Signed, sealed and delivered
in the presence of:

Patricia Lagoni, as Trustee

Patricia Lagoni, as Trustee under
Trust No. IDI-3 dated June 7, 1991.

and

Consolidated-Tomoka Land Co.

Patricia Lagoni

Patricia Lagoni, Vice President

WITNESSES:

Joanne B. Gray

Print Name: JOANNE B. GRAY

Jill S. Lust

Print Name: JILL S. LUST

Address: P. O. Box 10809
Daytona Beach, FL 32120

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before this 6th day of March, 1993, by Patricia Lagoni, as Trustee under Trust No. IDI-3 dated June 7, 1991, and as Vice President of Consolidated-Tomoka Land Co., who is personally known to me and who did/did not take an oath.

My Commission Expires:

JILL S. LUST
MY COMMISSION # CC345776 EXPIRES
February 18, 1998
BONDED THRU TROY FAIN INSURANCE, INC.

Jill S. Lust

Notary Public, Signature

Print Name JILL S. LUST

EXHIBIT "A":

LEGAL DESCRIPTION:

A portion of Sections 2 and 3, all in Township 15 South, Range 32 East, Volusia County Florida, being a strip of land 10 feet in width for Electric Line Easement purposes, said line being the Southerly 10 feet of the Northerly 20 feet lying adjacent to and parallel with the Northerly right-of-way line of the 200-foot wide right-of-way of the Eleventh Street Extension, said parcel being more particularly described as follows: As a Point of Reference, commence at a rod & cap #2620 marking the Southwest corner of said Section 3; thence run South 89°49'17" East, along the South line of said Section 3, a distance of 514.99 feet to a point therein; thence, departing the South line of said Section 3, run North 00°10'43" East a distance of 376.72 feet to a point in the Easterly right-of-way line of the 130-foot wide right-of-way of Williamson Boulevard, said point also being the North right-of-way line of aforementioned Eleventh Street, said point being the POINT OF BEGINNING of this description; thence run North 16°25'24" West, along said Easterly right-of-way line of Williamson Boulevard, a distance of 10.13 feet; thence, departing said Easterly right-of-way line of Williamson Boulevard, run North 64°21'27" East a distance of 7641.89 feet to a point in the Easterly right-of-way line of a 155-foot wide Florida Power & Light Company Transmission Line Easement, as described in Official Records Book 1335, Page 497 and Deed Book 431, Pages 1-3, all of the Public Records of Volusia County, Florida; thence run South 29°36'52" East, along said Easterly line, a distance of 10.02 feet to a point therein, said point also lying in the Northerly line of the aforementioned Eleventh Street Extension; thence, departing said Easterly line and along the Northerly line of said Eleventh Street, run South 64°21'27" West a distance of 7644.21 feet to the POINT OF BEGINNING of this description, said parcel containing 1.755 acres, more or less, excepting therefrom the 140-foot wide right-of-way of Clyde Morris Boulevard, said parcel also being subject to any easements of record.

NOTES:

(1) Bearings are based on the Florida State Plane Coordinate System, East Zone, NAD83.

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EXHIBIT C

GRANTOR'S RESERVED DRAINAGE EASEMENT

A. Grantor, for itself, its successors and assigns, reserves a perpetual, non-exclusive easement for drainage in, under, upon, across and through the Drainage Easement Parcel, as described in Exhibit C-1 attached hereto and made a part hereof. The purpose of this easement is to allow drainage retention facilities now or hereafter existing on Grantor's real property located to the north of LPGA Boulevard, east of the Road Easement Parcel, and west of the parcel owned by Volusia County, Florida as recorded in Official Records Book 3973, Page 1974, Public Records of Volusia County, Florida to drain into drainage retention facilities now or hereafter existing on the Property.

B. Grantor, for itself, its successors and assigns, hereby reserves an easement for drainage over, in, upon, across and through the Property. The easement reserved in this Paragraph B is to benefit real property which is owned by Grantor, lying north of the Property ("Grantor's Adjacent Property"). Within twelve (12) months from the date this deed is recorded, Grantee shall construct drainage retention or detention facilities, including underground stormwater drainage pipes, swales or ditches, within the Property consistent with permits issued or to be issued by St. Johns River Water Management District ("SJRWMD") for the Property, which drainage retention or detention facilities, including underground stormwater drainage pipes, swales or ditches, shall meet all applicable construction standards for drainage retention or detention facilities as required by the City and SJRWMD within the Property and assure that the same is maintained by either a homeowners association or the City. Grantor shall release the Grantor's interest in the easement reserved in this Paragraph B upon completion of construction of the drainage retention or detention facilities, including stormwater drainage pipes, swales or ditches, within the Property; provided the same are connected to Grantor's Adjacent Property, upon the City or a homeowners association assuming responsibility to maintain the retention or detection facilities; and upon such facilities being platted as part of Grand Preserve as drainage retention or detention facilities for use by Grand Preserve and Grantor's Adjacent Property. If requested by Grantee, Grantor shall execute a recordable release and relinquish all rights of Grantor in the easement reserved in this Paragraph B. The recording of a plat for Grand Preserve with the signature thereon of Grantor satisfying the conditions hereof, shall be deemed to release the easement reserved in this Paragraph B.

C. Grantor and Grantee, including their respective heirs, successors and assigns, shall have the right to enforce the terms and conditions of the easements reserved in this Exhibit C by any remedy available at law or in equity, including by specific performance and injunctive relief. The rights and obligations contained herein shall run with the land and inure to the benefit of Grantor and Grantee and their respective successors and assigns.

EXHIBIT C-1

DRAINAGE EASEMENT PARCEL

A strip of land 20.00 feet wide, being a portion of the Northwest quarter (NW 1/4) of Section 2, Township 15 South, Range 32 East, Volusia County, Florida, the centerline of said strip being described as follows:

COMMENCE at the northwest corner of Parcel #3 of the lands deeded from Consolidated-Tomoka Land Co., and Patricia Lagoni, as Trustee under Trust IDI-3, to the County of Volusia, as described in Official Records Book 3973, Page 1974, of the Public Records of Volusia County, Florida; thence South 64°21'25" West, along the westerly extension of the northerly line of said Parcel #3, a distance of 14.47 feet to a point on the arc of a non-tangent curve concave to the west, said curve having a radius of 275.00 feet, a central angle of 50°35'35", and from said point a radial line bears South 76°26'08" West; thence southerly along said curve a distance of 242.83 feet to the POINT OF BEGINNING, the sidelines of said strip being lengthened or shortened to intersect with the arc of the last described curve; thence along a non-tangent line North 85°30'48" West a distance of 14.00 feet; thence North 54°21'07" West a distance of 75.34 feet; thence North 13°44'38" West a distance of 88.28 feet; thence North 25°38'35" West a distance of 205.30 feet; thence North 72°31'00" West a distance of 213.33 feet; thence South 67°18'56" West a distance of 187.20 feet; thence North 25°38'35" West a distance of 189.94 feet; thence South 77°41'23" West a distance of 147.40 feet; thence South 37°34'02" West a distance of 139.45 feet; thence South 37°47'29" West a distance of 50.01 feet; thence South 36°40'09" West a distance of 180.16 feet; thence South 20°54'12" West a distance of 119.00 feet to the POINT OF TERMINUS.

Said lands lying and being in the City of Daytona Beach, Volusia County, Florida.

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Diane M. Matousek
Volusia County, Clerk of Court

EXHIBIT D

RESTRICTIVE COVENANTS

Grantor hereby declares that the Property shall be owned, held, used, transferred, sold and conveyed subject to the covenants hereinafter set forth, which covenants shall run with the land and shall be binding on Grantee, its successors and assigns.

1. Grantor and Grantee covenant and agree that no portion of the Property may be conveyed by Grantee until a Declaration of Covenants and Restrictions is recorded which encumbers the Property and which contains the joinder and consent of Grantor. This covenant shall not be deemed satisfied unless and until Grantor has joined in or otherwise consented of record to any Declaration of Covenants and Restrictions burdening and encumbering the Property. Once a Declaration of Covenants and Restrictions is recorded that encumbers the Property to which Grantor has joined in and consented, this covenant and agreement under this Paragraph 1 between Grantor and Grantee shall be deemed satisfied in full and, thereafter, shall be null, void and of no further force and effect.

2. The use of the Property is restricted to single family residential use, including infrastructure facilities, common areas, recreational or other subdivision amenities. Any entry to the Property off of LPGA Boulevard shall comply with Grantor's LPGA Boulevard Landscape Plan. Grantor shall have the right to approve the subdivision plat of the Property, lot size, subdivision signage, landscape plan, utility and stormwater plans and design of any subdivision amenities.

3. Grantor shall have the right to approve any permits obtained after the date hereof and amendments of or modifications to any zoning or development agreements for the Property obtained by Grantee.

4. Grantee and Grantor shall have the right to enforce the terms hereof by any remedy available at law or in equity, including by specific performance or injunctive relief. The rights contained herein shall run with the land and inure to and be for the benefit of Grantor and Grantee, their respective successors and assigns.

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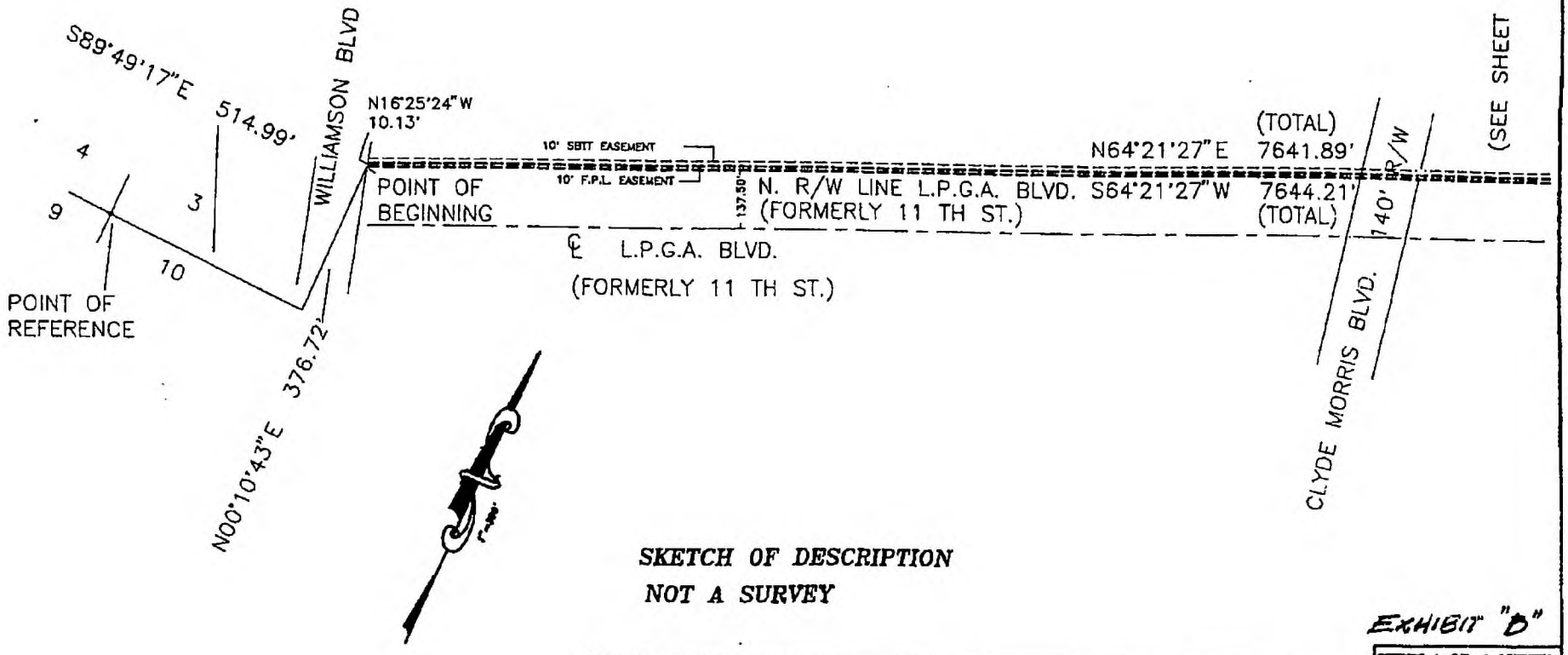


SKETCH OF DESCRIPTION
NOT A SURVEY

EXHIBIT "B"

SHEET 1 OF 4 SHEETS

PREPARED BY:

A.A. WILBERT JR., LAND SURVEYING, INC.

55 SETON TRAIL ORMOND BEACH, FLORIDA 32176
(904) 676-9056

P.L.S. NO. 2620 VALID ONLY WITH EMBOSSED SEAL

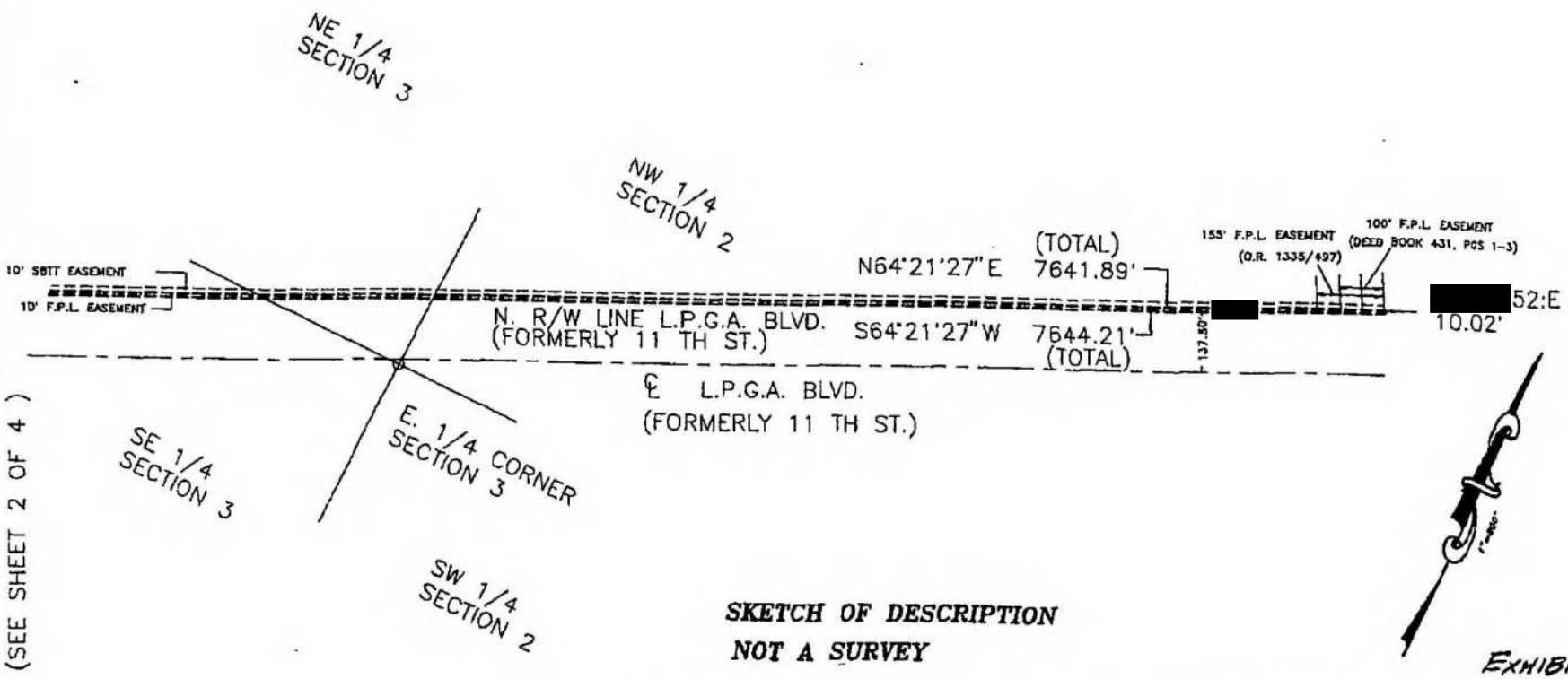
SURVEY FOR THE EXCLUSIVE USE OF:

FLORIDA POWER & LIGHT CO.

THIS PLAT IS HEREBY CERTIFIED AS MEETING THE MINIMUM TECHNICAL STANDARDS (61G17-6, F.A.C.) SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

JOB NO.	DRAWN BY: NTF	SCALE
95-4372	DATE: 02-01-95	1"=300'

B/U 97 (SEE B-235)



(SEE SHEET 2 OF 4)

SKETCH OF DESCRIPTION
NOT A SURVEY

EXHIBIT "B"

SHEET 3 OF 4 SHEETS

PREPARED BY:

A.A. WILBERT JR., LAND SURVEYING, INC.

55 SETON TRAIL ORMOND BEACH, FLORIDA 32176
(904) 676-9056

P.L.S. NO. 2820 VALID ONLY WITH EMBOSSED SEAL

SURVEY FOR THE EXCLUSIVE USE OF:

FLORIDA POWER & LIGHT CO.

THIS PLAT IS HEREBY CERTIFIED AS MEETING THE MINIMUM TECHNICAL STANDARDS (61G17-6, F.A.C.) SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

JOB NO.	DRAWN BY: MTF	SCALE
95-4372	DATE: 02-01-[illegible]	1"=300'

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Diane M. Matousek
Volusia County, Clerk of Court

044074

(SEE SHEET 1 OF 4)

(SEE SHEET 3 OF 4)

NE 1/4 SECTION 3

NW 1/4 SECTION 2

SE 1/4 SECTION 3

SW 1/4 SECTION 2

E. 1/4 CORNER SECTION 3

CLYDE MORRIS BLVD. 140' R/W

10' SBTT EASEMENT

10' F.P.L. EASEMENT

137.50'

N64°21'27"E (TOTAL) 7641.89'

S64°21'27"W [redacted] (TOTAL)

N. R/W LINE L.P.G.A. BLVD. (FORMERLY 11 TH ST.)

℄ L.P.G.A. BLVD. (FORMERLY 11 TH ST.)

SKETCH OF DESCRIPTION
NOT A SURVEY

EXHIBIT "B"

SHEET 2 OF 4 SHEETS

PREPARED BY:

A.A. WILBERT JR., LAND SURVEYING, INC.

55 SETON TRAIL ORMOND BEACH, FLORIDA 32178
(904) 676-9058

P.L.S. 2820

SURVEY FOR THE EXCLUSIVE USE OF:

FLORIDA POWER & LIGHT CO.

THIS PLAT IS HEREBY CERTIFIED AS MEETING THE MINIMUM TECHNICAL STANDARDS (61G17-6, F.A.C.) SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

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LEGAL DESCRIPTION (This is a **NEW** Description)

A portion of Sections 2 and 3, all in Township 15 South, Range 32 East, Volusia County Florida, being a strip of land 10 feet in width for Electric Line Easement purposes, said line being the Southerly 10 feet of the Northerly 20 feet lying adjacent to and parallel with the Northerly right-of-way line of the 200-foot wide right-of-way of the Eleventh Street Extension, said parcel being more particularly described as follows: As a Point of Reference, commence at a rod & cap #2620 marking the Southwest corner of said Section 3; thence run South 89°49'17" East, along the South line of said Section 3, a distance of 514.99 feet to a point therein; thence, departing the South line of said Section 3, run North 00°10'43" East a distance of 376.72 feet to a point in the Easterly right-of-way line of the 130-foot wide right-of-way of Williamson Boulevard, said point also being the North right-of-way line of aforementioned Eleventh Street, said point being the POINT OF BEGINNING of this description; thence run North 16°25'24" West, along said Easterly right-of-way line of Williamson Boulevard, a distance of 10.13 feet; thence, departing said Easterly right-of-way line of Williamson Boulevard, run North 64°21'27" East a distance of 7641.89 feet to a point in the Easterly right-of-way line of a 155-foot wide Florida Power & Light Company Transmission Line Easement, as described in Official Records Book 1335, Page 497 and Deed Book 431, Pages 1-3, all of the Public Records of Volusia County, Florida; thence run South 29°36'52" East, along said Easterly line, a distance of 10.02 feet to a point therein, said point also lying in the Northerly line of the aforementioned Eleventh Street Extension; thence, departing said Easterly line and along the Northerly line of said Eleventh Street, run South 64°21'27" West a distance of 7644.21 feet to the POINT OF BEGINNING of this description, said parcel containing 1.755 acres, more or less, excepting therefrom the 140-foot wide right-of-way of Clyde Morris Boulevard, said parcel also being subject to any easements of record.

NOTES:

(1) This is a Sketch of Legal Description, NOT a Boundary Survey.
(2) Bearings are based on the Florida State Plane Coordinate System, East Zone, NAD83.
(3) There are Jurisdictional Wetlands that this easement crosses and should be located prior to permitting and construction.

EXHIBIT "B"

SHEET 4 OF 4 SHEETS

PREPARED BY:

A.A. WILBERT JR., LAND SURVEYING, INC.

55 SETON TRAIL ORMOND BEACH, FLORIDA 32176
(904) 676-9056

P.L.S. NO. 2620 VALID ONLY WITH EMBOSSED SEAL

SURVEY FOR THE EXCLUSIVE USE OF:

FLORIDA POWER & LIGHT CO.

THIS PLAT IS HEREBY CERTIFIED AS MEETING THE MINIMUM TECHNICAL STANDARDS (61G17-6, F.A.C.) SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

JOB NO. | DRAWN BY: MTF | DATE

01/03/2003 07:11
Doc stamps 0.70
(Transfer Amt $ 10)
Instrument # 2003-000598
Book: 4992
Page: 4647

Please return to:

This instrument prepared by:
Robert F. Apgar, Esquire
Post Office Box 10809
Daytona Beach, Florida 32120-0809

RECORD AND RETURN TO:
Southern Title of Central Florida, LLC
1000 S. Ridgewood Avenue
Edgewater, Florida 32132

SIGNAGE AND LANDSCAPE EASEMENT AGREEMENT

This Signage and Landscape Easement Agreement ("Easement") is made this 26th day of December, 2002 by and between **INDIGO DEVELOPMENT INC.**, a Florida corporation ("Grantor") whose mailing address is Post Office Box 10809, Daytona Beach, Florida 32120-0809, and **GRAND PRESERVE LLC**, a Florida limited liability company ("Grantee"), whose post office address is 3350 N.W. Royal Oak Way, Jensen Beach, FL 34957.

WHEREAS, Grantor has conveyed to Grantee certain real property in Volusia County, Florida on which Grantee intends to develop a subdivision known as Grand Preserve ("Grand Preserve");

WHEREAS, Grantee has requested that Grantor provide an easement to Grantee for entrance signage along LPGA Boulevard;

WHEREAS, Grantee has requested that Grantor provide an easement to Grantee for landscaping along the entrance road of Grand Preserve, to be known as Grand Preserve Way;

WHEREAS, Grantor is willing to grant this Easement to Grantee according to the terms and conditions contained herein;

WHEREAS, Grantor reserves certain rights regarding the Easement Property (as defined herein) for itself, its successors and assigns; and

WHEREAS, Grantor and Grantee agree that this Easement shall be on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated by reference herein in full.

2. Grant of Easement. Grantor hereby grants, conveys and transfers to Grantee, its successors and assigns, a perpetual non-exclusive easement for ground mounted monument signs and related landscaping (including irrigation) around such signs on, over and upon the real property described in Exhibit A attached hereto and made a part hereof ("Sign Parcels"), together with all such other rights and obligations enumerated in this Easement, subject to any rights reserved herein by Grantor. Grantor hereby grants, conveys and transfers to Grantee, its successors and assigns, a perpetual non-exclusive easement for landscaping (including irrigation) on, in, under, through and across the real property described in Exhibit B attached hereto and made a part hereof ("Landscape Parcels"), together with such other rights and obligations enumerated in this Easement, subject to any rights reserved herein by Grantor. The Sign Parcels and the Landscape Parcels are collectively referred to herein as the "Easement Property." No other uses of the Easement Property may be made by Grantee except for those uses and purposes expressly authorized herein or as may be subsequently authorized by Grantor in a written instrument recorded in the Public Records of Volusia County, Florida.

3. Purpose of Easement. The purpose of the Sign Parcels is to provide locations for Grantee to install and maintain ground mounted monument signs along LPGA Boulevard adjacent to Grand Preserve Way and related landscaping and irrigation of the Sign Parcels. The purpose of

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the Landscape Parcels is to plant, install and maintain landscape material adjacent to Grand Preserve Way within the Landscape Parcels and to install and maintain irrigation within the Landscape Parcels.

4. Warranty. Grantor warrants that Grantor has fee simple title to the Easement Property, that there are no liens or other encumbrances against the Easement Property and that the Grantor has full right to convey the rights in this Easement to Grantee. Grantor will fully defend the title against all lawful claims of all persons whomsoever claiming, by, through or under the Grantor but against no other.

5. Construction Rights. (a) Grantee shall have the right to construct, install, operate, alter, improve, repair and maintain ground mounted monument signs and related landscaping and irrigation within the Sign Parcels. Grantee, at its sole cost and expense, shall (i) design, install, construct, operate and maintain any signs and related landscaping and irrigation within the Sign Parcels which Grantee deems desirable; (ii) prepare all construction plans and specifications for such signs and related landscaping and irrigation; and (iii) secure all necessary governmental approvals and permits relating to the construction and installation of the signs and related landscaping and irrigation within the Sign Parcels and to operate the same after construction and installation is completed.

(b) Grantee shall have the right to plant, install and maintain landscape material adjacent to Grand Preserve Way within the Landscape Parcels. Grantee, at its sole cost and expense, shall (i) design, plant, install and maintain landscape material and related irrigation within the Landscape Parcels which Grantee deems desirable; (ii) prepare all plans and specifications for such landscape material and related irrigation; and (iii) secure all necessary governmental approvals and permits relating to the installation of the landscape material and related irrigation within the Landscape Parcels and to maintain the same after installation is completed. Any such landscape plans for the Landscape Parcels shall be designed to allow Grantor a roadway connection both east and west of Grand Preserve Way through the Landscape Parcels.

(c) Grantor shall have the right to review and approve Grantee's plans and specifications which include, but are not limited to, construction and architectural design of the signage within the Sign Parcels and type of landscape or plant material within the Easement Property. Any approvals by Grantor shall not be unreasonably withheld, delayed or conditioned. No work may commence until Grantor has approved the plans and specifications. After Grantor has approved such plans, as contemplated herein, any changes or alterations to the approved plans and specifications shall be reviewed and approved by Grantor and Grantee shall make all reasonable changes or modifications as requested by Grantor.

6. Maintenance. (a) Grantee, at its sole cost and expense, shall be responsible for the maintenance of the Easement Property. Grantee covenants and agrees for the benefit of Grantor to maintain the Easement Property in a safe, clean, sightly and adequately maintained condition in accordance with the requirements of any permits for the Easement Property and in strict compliance with the requirements of all laws, permits, ordinances and regulations imposed by any governmental agency or body having jurisdiction over the Easement Property. Provided that the foregoing standards are satisfied, such maintenance may be performed by Grantee at such times as Grantee deems necessary.

(b) Notwithstanding the foregoing maintenance obligations of Grantee, Grantor and any of Grantor's successors and assigns shall have the right but not the obligation to supplement Grantee's maintenance of the Easement Property as set forth herein. Any supplemental maintenance of the Easement Property by Grantor and any of Grantor's successors and assigns may not interfere with or impair Grantee's use of the Easement Property or violate any permit requirements of Grantee. Grantor or any of Grantor's successors and assigns may mow the grass within the Easement Property more often than Grantee, cut the grass to a lower height, replace any sod, replant grass, and plant any flowers, shrubs, plants or trees within or along the Easement Property that will not (i) create any additional maintenance of the Easement Property; (ii) unreasonably impair or unreasonably restrict Grantee's ability to mow the Easement Property; or (iii) obscure the visibility of any signage within the Sign Parcels. Grantee shall not have any obligation to replace, replant or pay for any damage to such landscape material placed within the Easement Property by Grantor or any of Grantor's

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successors and assigns that was not originally planted by Grantee or required by any permit of Grantee unless the same is damaged by Grantee or its agents and contractors.

7. Insurance and Indemnification of Owner. (a) During, and at all times subsequent to, construction of the improvements on the Easement Property, Grantee, at Grantee's expense, shall maintain in full force and effect comprehensive general public liability insurance with initial coverage limits of at least $1,000,000.00 with respect to bodily injury or death and at least $100,000.00 with respect to property damage. The coverage limits of such insurance shall be increased, from time to time, to an amount that a person exercising reasonable business judgment would consider to be reasonable and prudent. The insurance policy shall name the Grantor or any successor or assign of Grantor as an additional insured.

(b) Grantee, with respect to its construction, use, operation and maintenance of the Easement Property, agrees, at Grantor's option, to defend Grantor, its agents, contractors, employees, officers and directors against any and all and every demand, claim, action or assertion of liability actually arising or alleged to have arisen out of any act or omission of Grantee, its agents, contractors, guests, invitees or employees, whether such demand, claim, action or assertion of liability or action be for damages, injury to person or property, including the property of Grantor, or the death of any person. Grantee agrees to assume legal liability for, indemnify and hold free and harmless Grantor, its agents, contractors, employees, officers and directors from any and all loss, damages, liability, costs or expenses (including, but not limited to, attorneys' fees and costs at the trial level and during appellate proceedings or bankruptcy proceedings) and all other sums which Grantors, its agents, contractors, employees, officers and directors may reasonably pay or become obligated to pay on account of any, all and every demand, claim, assertion of liability, or action arising or alleged to have arisen out of any act or omission of Grantee, its agents, contractors, guests, invitees or employees, whether such claim, demand, assertion of liability, or action be for damages, injury to person or property, including the property of Grantor, or the death of any person.

8. Grantor's Reserved Rights. Grantor, for Grantor's benefit and the benefit of any of Grantor's successors and assigns, as the fee simple title holder of the Easement Property, shall retain certain rights as specifically described below:

(a) Grantor reserves, and shall have, the right to construct roadway connections to Grand Preserve Way both east and west of Grand Preserve Way through the Landscape Parcels. Grantee acknowledges and agrees that Grantor would not have granted this Easement and would not have sold Grand Preserve to Grantee without the right and ability to construct roadway connections to Grand Preserve Way for access to Grantor's property east and west of Grand Preserve Way. In the design of the Landscape Parcels and in the design of Grand Preserve Way, Grantee shall provide for such roadway connections in locations acceptable to Grantor, provided such locations are approved by The City of Daytona Beach.

(b) Grantor may grant to others easements or rights to use the Easement Property, including for public utility or quasi utility purposes such as electricity, telephone, cable television and gas, provided that such rights do not unreasonably interfere with Grantee's rights and ability to use and enjoy the Easement Property and provided that any such easements or rights are permitted by any governmental agency or entity having jurisdiction thereof. If such easements or rights of use are granted by Grantor, the obligation to repair, replace or restore the Easement Property caused or occasioned by installation, maintenance or construction of such other easement or right of use shall be the responsibility of Grantor or Grantor's successors or assigns and not of Grantee.

9. Grantee's Responsibilities. Grantee shall exercise all of its rights and privileges under this Easement and on the Easement Property at its sole risk and sole expense. Grantee shall require all its contractors and subcontractors engaging in construction work or maintenance work on the Easement Property to indemnify and hold Grantor harmless of and from any liability, damage, cost or expense, including attorneys' fees and costs arising from any construction or maintenance performed by any such contractor or subcontractor. Grantee shall require such contractors or subcontractors to name Grantor as a certificate holder on the liability insurance policies obtained for doing such work and to carry workers compensation insurance as required by law.

10. Binding Effect. This Easement shall be binding on and inure to the benefit of the respective successors and assigns of the parties hereto.

11. Modification. Except as otherwise provided herein, this Easement may not be canceled, modified or terminated, in whole or in part except by written agreement fully executed and acknowledged by Grantor and Grantee or their respective successors and assigns and recorded in the Public Records of Volusia County, Florida.

12. Attorneys' Fees. If any litigation results because of a breach of or default under any covenant or obligation created by this Easement, the prevailing party in the litigation shall be entitled to recover from the losing party the prevailing party's reasonable attorneys' fees and costs, through and including all appellate proceedings and bankruptcy proceedings. In the event of a default or breach of this Easement, the non-defaulting party shall have all remedies available at law or in equity, including specific performance and injunctive relief, to enforce this Easement.

13. Communications; Time. Any notices or communications hereunder may be given to the parties (a) by mail or telegraph at their respective addresses appearing above, (b) by manual delivery, or (c) by telecopy. Notice given by mail shall be deemed given when deposited in the United States mails, properly addressed and with postage prepaid. Notice given by manual delivery shall be deemed given upon receipt. Notice given by telecopy shall be deemed given when received by the party to whom the notice is addressed and a receipt for such notice is signed by the party receiving the notice. If the last day for giving notice or performing any act hereunder falls on a Saturday, Sunday, or day on which the main post office at Daytona Beach, Florida, is not open for the regular transaction of business, the time shall be extended to the next day that is not a Saturday, Sunday or post office holiday.

14. Counterparts. This Easement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute the same agreement.

IN WITNESS WHEREOF, the parties have executed this Easement the day and year first above written.

Signed, sealed and delivered
in the presence of:

Printed Name: MARY SHIRLEY

Printed Name: TAMMY GIRVIN

GRANTOR:

INDIGO DEVELOPMENT INC.,
a Florida corporation

By:_____
William H. McMunn, President

STATE OF FLORIDA

COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared William H. McMunn, as President of INDIGO DEVELOPMENT INC., a Florida corporation, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same on behalf of the corporation. He is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of December, 2002.

[SEAL]

Sandra K. Metzger
MY COMMISSION # CC927227 EXPIRES
April 12, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

Sandra K. Metzger
Notary Public, State of Florida
Notary Name:_____
My Commission Expires: 4/12/04

Book: 4992
Page: 4651

Printed Name: Kim N. Kyle

Printed Name: M. Lanning Fox

GRANTEE:

GRAND PRESERVE LLC,
a Florida limited liability company

By: Arden Doss

Arden Doss, Jr., ~~Manager~~ President

STATE OF FLORIDA

COUNTY OF [redacted]

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Arden Doss, Jr., as the ~~Manager~~ President of GRAND PRESERVE LLC, a Florida limited liability company, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same on behalf of the LLC. He is personally known to me or has produced _____ _____ as identification..

WITNESS my hand and official seal in the County and State last aforesaid this 26 day of December, 2002.

[SEAL] KIM N. KYLE
MY COMMISSION # DD 089498
EXPIRES: May 16, 2006
Bonded Thru Notary Public Underwriters

Notary Public, State of Florida
Notary Name:_____
My Commission Expires:_____

F:\USERS\SANDY\WP\RENAR\GrandPreserve\SignLandscapeEase.wpd

Best Available Image

EXHIBIT A

SIGN PARCELS

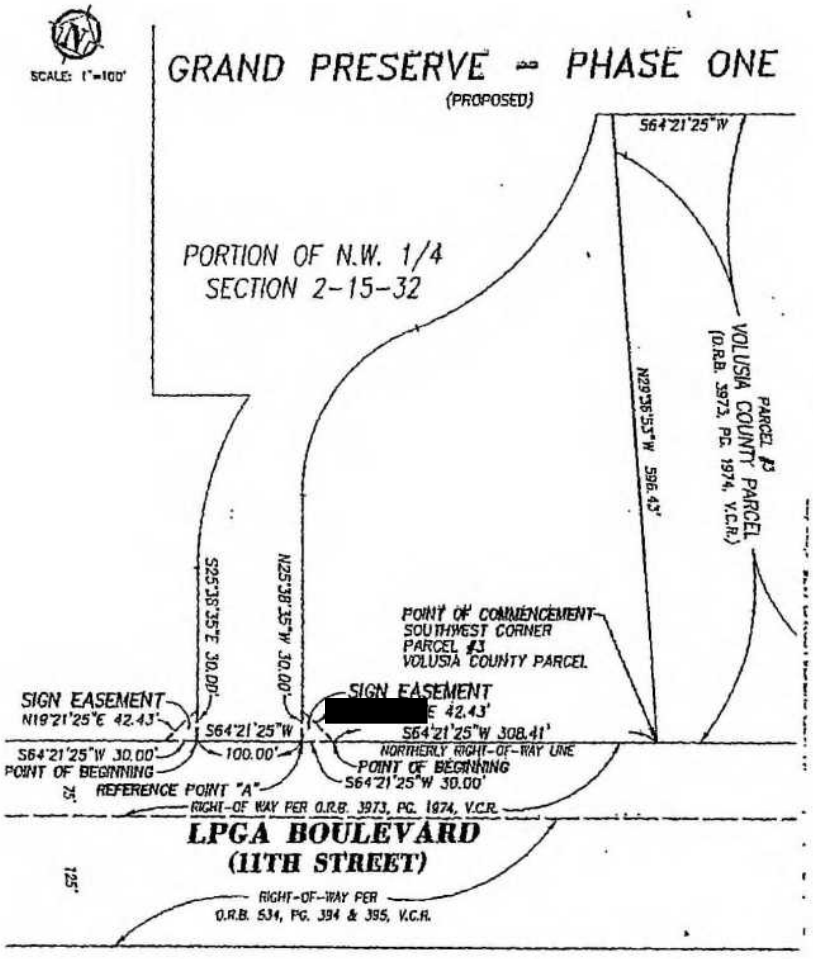
Portions of the Northwest quarter (NW 1/4) of Section 2, Township 15 South, Range 32 East, Volusia County, Florida, described as follows:

COMMENCE at the Southwest corner of Parcel #3 of the lands deeded from Consolidated-Tomoka Land Co., and Patricia Lagoni, as Trustee under Trust IDI-3, to the County of Volusia, as described in Official Records Book 3973, Page 1974, of the Public Records of Volusia County, Florida, said corner being a point on the northerly right-of-way line of LPGA Boulevard (11th Street) as described in said Official Records Book 3973, Page 1974; thence South 64°21'25" West, along said northerly right-of-way line, a distance of 308.41 feet to the POINT OF BEGINNING; thence continue South 64°21'25" West, along said northerly right-of-way line, a distance of 30.00 feet to Reference Point "A"; thence North 25°38'35" West a distance of 30.00 feet; thence South 70°38'35" East a distance of 42.43 feet to the POINT OF BEGINNING.

TOGETHER WITH:

COMMENCE at the aforesaid Reference Point "A"; thence South 64°21'25" West, along said northerly right-of-way line, a distance of 100.00 feet to the POINT OF BEGINNING; thence continue South 64°21'25" West, along said northerly right-of-way line, a distance of 30.00 feet; thence North 19°21'25" East a distance of 42.43 feet; thence South 25°38'35" East a distance of 30.00 feet to the POINT OF BEGINNING.

Said lands lying and being in the City of Daytona Beach, Volusia County, Florida.



LEGEND:

V.C.R.	= Volusia County Records
Δ	= Delta (Central Angle)
D.B.	= Deed Book
L	= Length of Arc
O.R.B.	= Official Records Book
P.B.	= Plat Book
Pg.	= Page
R	= Radius
FP&L	= Florida Power and Light Company
(D)	= Deed
R/W	= Right-of-Way

Best Available Image

Book: 4992
Page: 4653
Diane M. Matousek
Volusia County, Clerk of Court

EXHIBIT B

LANDSCAPE PARCELS

A strip of land 10.00 feet wide, being a portion of the Northwest quarter (NW 1/4) of Section 2, Township 15 South, Range 32 East, Volusia County, Florida, the centerline of said strip being described as follows:

COMMENCE at the northwest corner of Parcel #3 of the lands deeded from Consolidated-Tomoka Land Co., and Patricia Lagoni, as Trustee under Trust IDI-3, to the County of Volusia, as described in Official Records Book 3973, Page 1974, of the Public Records of Volusia County, Florida; thence South 64°21'25" West, along the westerly extension of the northerly line of said Parcel #3, a distance of 9.36 feet to the POINT OF BEGINNING and a point on the arc of a non-tangent curve concave to the west, said curve having a radius of 280.00 feet, a central angle of 57°33'38" and from said point a radial line bears South 76°13'00" West, the sidelines of said 10.00 foot wide strip being lengthened or shortened to intersect with said westerly extended line; thence southerly along said curve, a distance of 281.29 feet to a point of reverse curvature of a curve concave to the east, said curve having a radius of 165.23 feet and a central angle of [redacted]; thence southerly along said curve, a distance of 200.19 feet to a point of tangency; thence South 25°38'35" East, a distance of 235.73 feet to a POINT OF TERMINUS on the northerly right-of-way line of the 200 foot wide right-of-way for LPGA Boulevard, as described in Official Records Book 3973, Page 1974, of the Public Records of Volusia County, Florida; thence South 64°21'25" West along said northerly right-of-way line, a distance 110.00 feet to the POINT OF BEGINNING of said 10.00 foot wide strip; thence North 25°38'35" West, a distance of 166.31 feet to a point of curvature of a curve concave to the east, said curve having a radius of 298.56 feet and a central angle of 33°13'04"; thence northerly along said curve, a distance of 173.10 feet to the POINT OF TERMINUS, the sidelines of said 10.00 foot wide strip being lengthened or shortened to intersect with a line that bears South 64°21'25" West and passes through said point of terminus.

Said lands lying and being in the City of Daytona Beach, Volusia County, Florida.

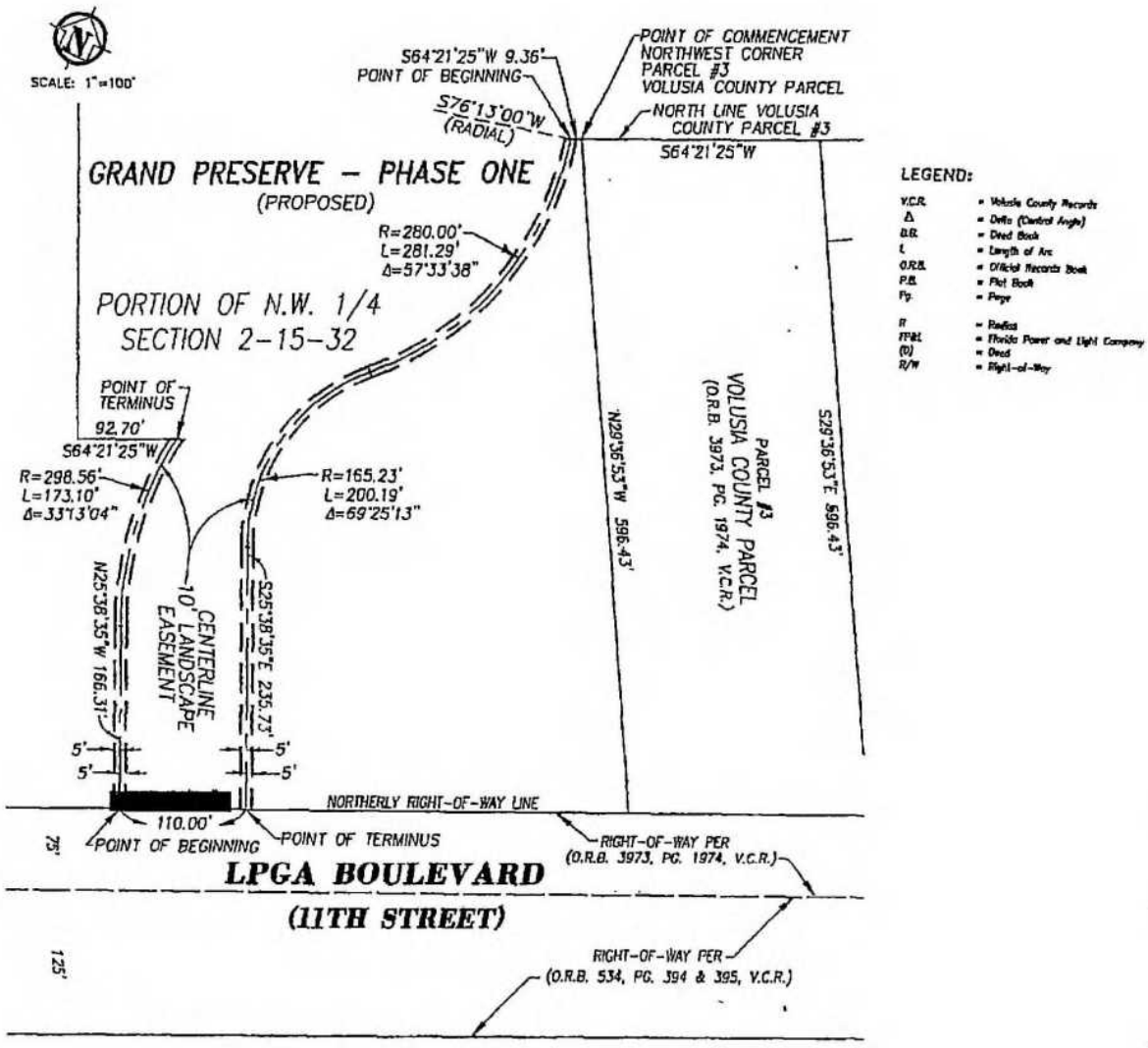


Exhibit J

PD Agreement

Proportionate Fair Share Agreement

12/30/2019 11:54:07 AM Instrument #2019255352 #1 Book:7794 Page:2938
19-355

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

Return recorded document to:
City of Daytona Beach Records Clerk
P.O. Box 2451
Daytona Beach, FL 32115-2451

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:

Marie Williams
Witness 1

Deanna Williams
Print Name of Witness 1

Naheed ESKander
Witness 2

Naheed ESKander
Print Name of Witness 2

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

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

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, 201_ 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 - State of Florida
Commission # GG 320442
My Comm. Expires Dec 18, 2022
Bonded through National Notary Assn.

Emerald McIntyre
Notary Public
Commission No: _____

PD FORM
REVISED July 14, 2017

Signed, sealed and delivered in the presence of:

Robin C. Schmidt
Witness 1

Robin C. Schmidt
Print Name of Witness 1

Witness 2

CATHERINE 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.

Notary Public
Commission No. 140754

ADOLPH JOSEPH POSEY, JR.
MY COMMISSION # GG 140754
EXPIRES: September 4, 2021
Bonded Thru Notary Public Underwriters

Approved as to legal form:

By: _____
Robert Jagger, City Attorney

PD FORM
REVISED July 14, 2017

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:

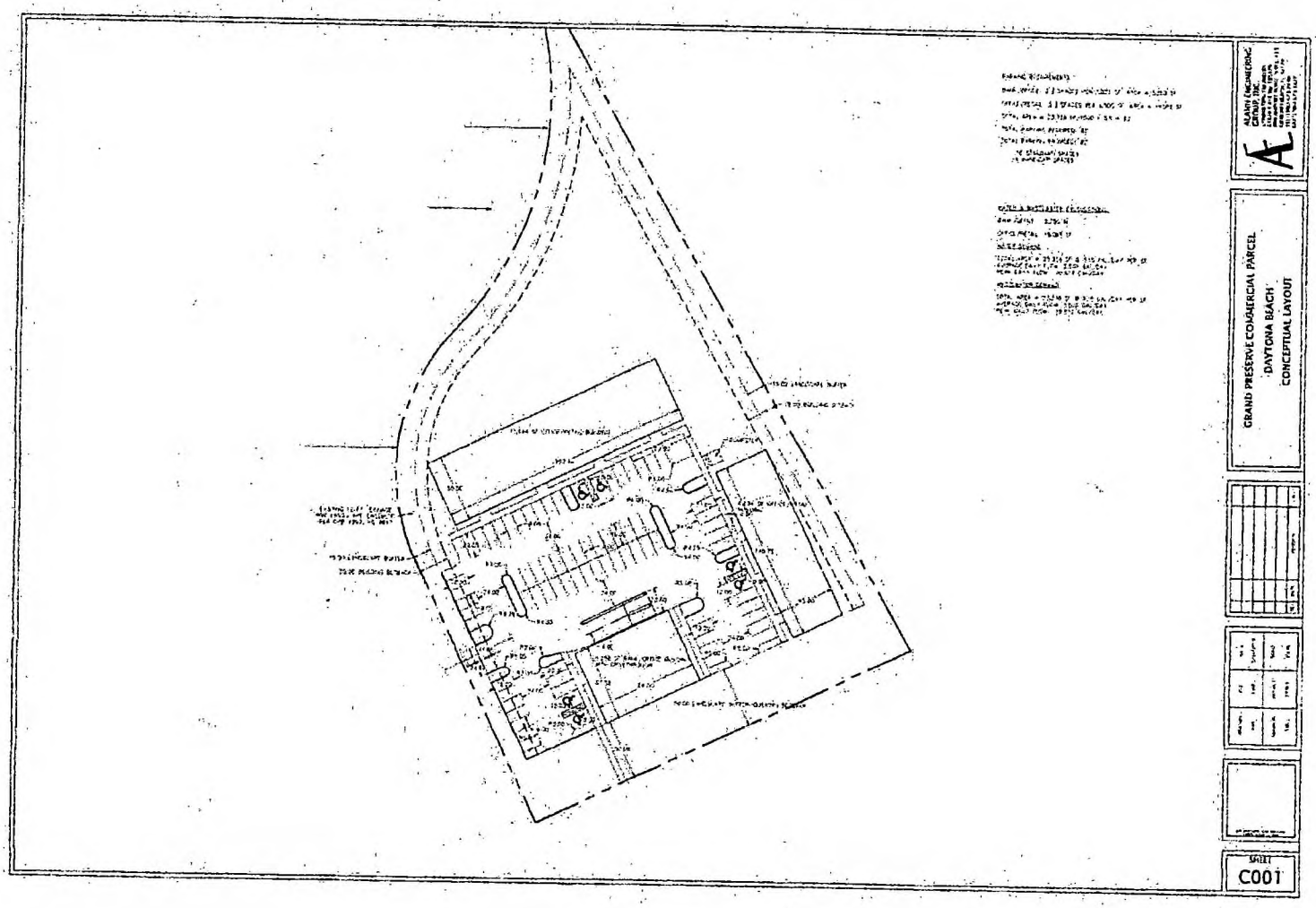
BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF GRAND PRESERVE WAY (TRACT R) AS SHOWN ON THE RECORD PLAT OF GRAND PRESERVE - UNIT ONE, AS PER MAP RECORDED IN MAP BOOK 49, PAGES 173 - 177, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF LPGA 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 [redacted] SAID CURVE SUBTENDED BY A CHORD OF [redacted] FEET BEARING [redacted] 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 - [redacted] ONE, A DISTANCE OF 14.47 FEET TO THE NORTHWESTERLY CORNER OF THAT PARCEL OF LAND DEEDED FROM [redacted] EVELOPMENT 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.

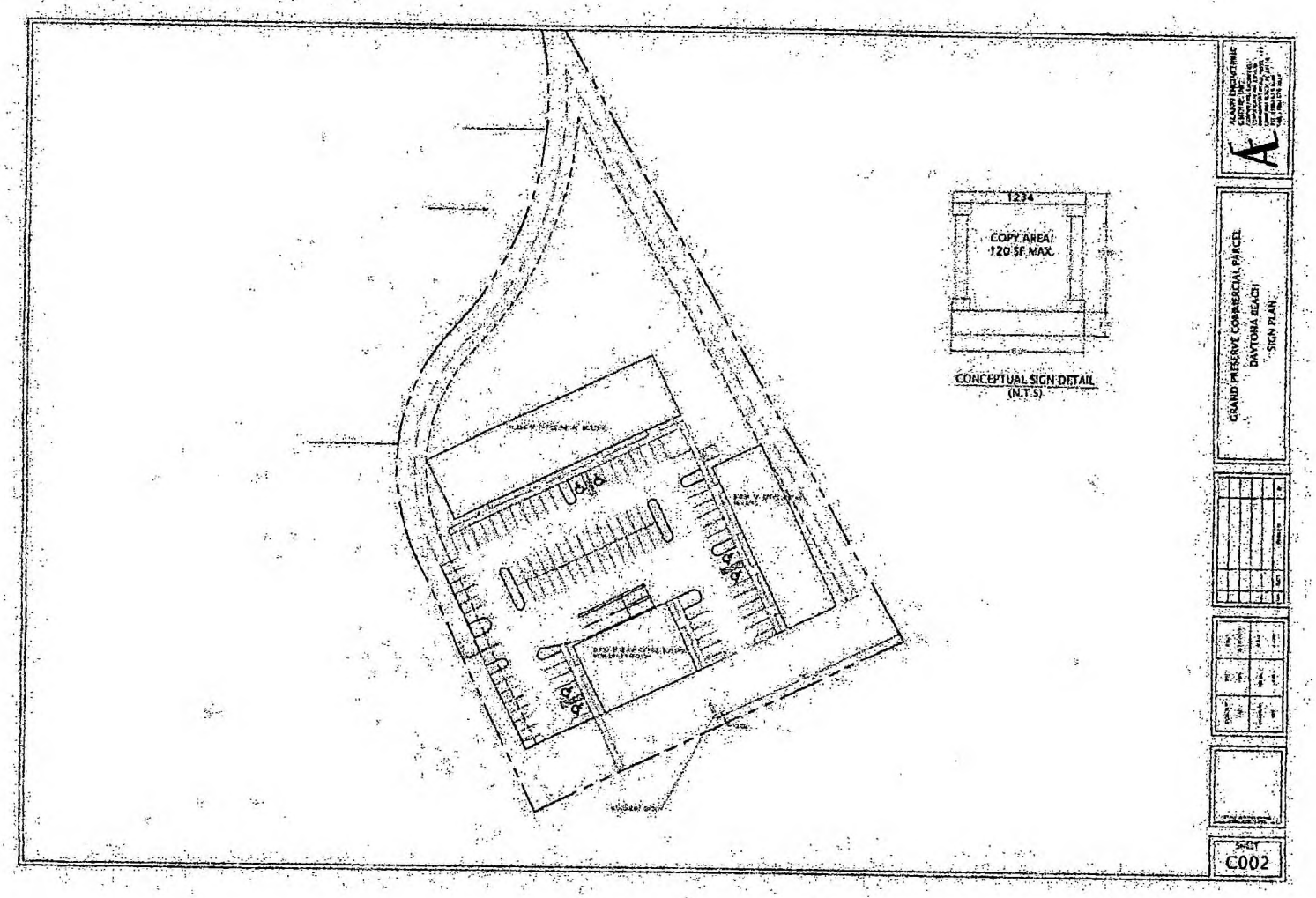
BOUNDARY SURVEY
KUHAR SURVEYING & MAPPING, LLC
CERTIFIED TO
ALPHA MAPLANT
OLD NATIONAL NATIONAL TITLE INSURANCE COMPANY
CORE COLL, P.A.
REGIONS BANK OF FLORIDA
SUN CLOW CONSTRUCTION, INC
SOUTHERN TITLE ADVISORS COMPANY, LLC
LOCK BOULEVARD
SARASOTA SELLERS ROAD
SARASOTA SELLERS ROAD

E[redacted]B

PD Plan


GRAND PRESERVE COMMERCIAL PARCEL
DAYTONA BEACH
CONCEPTUAL LAYOUT
SHEET
C001

Instrument #2022187962 #144 Book:8296 Page:2884



GRAND PRESERVE RETAIL
PROPORTIONATE FAIR SHARE AGREEMENT

THIS AGREEMENT is entered into by and between the following entities: **Sun Glow Construction, Inc.**, a Florida corporation, ("Developer"), mailing address: 230 North Beach Street, Suite 4, Daytona Beach, Florida 32114; **The City of Daytona Beach,** a Florida municipal corporation ("City"), mailing address: 301 S. Ridgewood Avenue, Daytona Beach, FL 32114; and the **County of Volusia,** a political subdivision of the State of Florida ("County"), mailing address: 123 West Indiana Avenue, DeLand, FL 32720.

WHEREAS, Developer is the owner of 3.2 acres of land generally located along LPGA Boulevard in Daytona Beach, Florida (the "Property") as shown in Exhibit A; and

WHEREAS, the Property has undergone site plan review by the City of Daytona to authorize the construction of commercial/retail and a bank on the Property ("Project"); and

WHEREAS, in connection with the site plan review, a traffic impact analysis ("TIA") of the existing road network in the vicinity of the Project was performed on behalf of the Developer on September 13, 2021, in order to determine the availability of roadway capacity to serve the Project; and

WHEREAS, the results of the TIA indicate that insufficient roadway capacity exists in the vicinity of the Property without the anticipated traffic impacts of the Project; and;

WHEREAS, Florida Statutes § 163.3180(5)(h) (2018) authorizes payment of proportionate fair share mitigation funds as an alternative to demonstrating traffic concurrency in certain circumstances, but specifically exempts backlogged failures from the requirement for proportionate fair share payment; and

WHEREAS, through the TIA, certain traffic impacts were identified in the area of the development ("Impact Area") and payment for such site related improvements are set forth in this Agreement; and

WHEREAS, LTG, Inc., in a written memorandum, calculated a proportionate fair share for the total buildout Project offsite traffic improvements based upon a maximum buildout of 18,088 square-feet or commercial/retail and a 5,250 square-foot bank; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and with the intent to be legally bound and to bind their successors and assigns, the Developer and County do hereby agree as follows:

1. Recitals. The recitals set forth above are true and correct, form a material part of

this Agreement, and are incorporated herein by reference.

2. Roadway Improvements. Developer shall take or shall cause to be taken the following actions to address roadway improvements identified by the County as a result of the impacts by the Project ("Roadway Improvements") in order to satisfy concurrency requirements consistent with the requirements of Section 3.4(Z) of Section 70 of the County's Land Development Code:

(a) Proportionate Fair Share. For purposes of this Agreement, the amount of $295,227.45 referred to herein as "Proportionate Fair Share" as calculated in Exhibit B, shall be [redacted] County prior to the issuance of a final site plan approval letter by the City of Daytona Beach. If Developer does not pay the Proportionate Fair Share within one year of the date of the execution of this Agreement by all parties hereto, then the Proportionate Fair Share shall be revised based on the applicable Florida Department of Transportation pu[redacted]flationary rate. The parties agree that construction of the thoroughfare road improvements shall be constructed as determined by the County. Once payment is made, the Owner agrees to waive the right to request a return of the Proportionate Fair Share payment. Subsequent to payment received by County, Owner shall be entitled to County thoroughfare road impact fee credits against the payment of the Proportionate Fair Share. Impact fee credits issued as detailed in Exhibit C.

(b) County's Application of Proportionate Share. The parties intend that the County will apply the Proportionate Fair Share for the purpose of i[redacted] improvements in the Impact Area. Owner acknowledges that it has no right to direct or claim a right to direct the application of the Proportionate Fair Share to making any specific public roadway infrastructure improvements.

3. Developer Acknowledgement/Waiver. Developer acknowledges that the payment of the Proportionate Fair Share does not release the Developer from payment of any other development or building related fees including impact fees, or such other fees as may be prescribed by law. Developer specifically waives Developer's right to claim any and all City road impact fee credits, except as such credits may be due under the terms of the City's impact fee ordinance.

4. Timing. The parties agree that construction of the Roadway Improvements shall be constructed as determined by the County of Volusia.

5. Effective Date. The effective date this Agreement shall be the last date upon which the County executes this Agreement.

6. Binding Nature of this Agreement. This Agreement shall inure to the benefit of the parties hereto and the subject property, and shall be binding upon any person, firm, or corporation that may become a subsequent owner, successor in interest or assign,

directly or indirectly, of the subject property or any portion thereof.

7. Venue. In the event of any claim, action, litigation or proceeding under *this* Agreement, venue shall be in Volusia County, State of Florida.

8. Recordation. This Agreement will be recorded in the Public Records of Volusia County, Florida, at Developer's expense.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall b[redacted]o be an original but all of which together shall constitute one and the same instrument. The electronic (i.e., facsimile or email) transmittal of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on behalf of the respective entities, their successors and assigns.

Signed, sealed and delivered in the presence of:

Witness 1

Meghan Lindsey

Print Name of Witness 1

Witness 2

Dana Johnson

Print Name of Witness 2

COUNTY OF VOLUSIA, a political subdivision of the State of Florida

Jeffrey S. Brower, County Chair

Attest

By:

George Recktenwald, County Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐online notarization, this 15th day of March, ~~2021~~ 2022, by Jeffrey S. Brower and George Recktenwald, County Chair and County Manager, respectively, of the County of Volusia, Florida, a political subdivision of the State of Florida, on behalf of the County. They are personally known to me and did not take an oath.

KARISSA D. GREEN
MY COMMISSION # GG 928985
EXPIRES: March 3, 2024
Bonded Thru Notary Public Underwriters

Notary Public

Printed Name: Karissa D Green

Commission No. GG 928985

Approved as to form by:

Russ Brown, Assist County Attorney

Date: 3/7/22

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executedon behalf of the respective entities, their successors and assigns.

Signed, sealed and delivered in the presence of:

Jennifer Lynch
Witness 1

Jennifer Lynch
Print Name of Witness 1

Witness 1

Nahed Iskander
Print Name of Witness 1

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

Derrick L. Henry, Mayor

Attest

By:
Letitia LaMagna, City Clerk

Date: 11-17-21

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this 19 day of November, 2021, 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 - State of Florida
Commission # GG 320442
My Comm. Expires Dec 18, 2022
Bonded through National Notary Assn.

Notary Public

Printed Name: Emerald McIntyre

Commission No. _____

Approved as to form by:

Robert Jagger, City Attorney

Signed, sealed and delivered in the presence of:

Witness 1

Corey D. Brown

Print Name of Witness 1

Robin C. Schmidt

Witness 1

Robin C. Schmidt

Print Name of Witness 1

SUN GLOW CONSTRUCTION, INC., a Florida corporation

Aram Khazraee, President

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐online notarization, this 9th day of November, 2021, by Aram Khazraee, as President of SUN GLOW CONSTRUCTION, INC., a Florida corporation, ~~on behalf of~~ the corporation, referred to in this agreement as "Owner or Developer," who is personally known or produced identification.

ADOLPH JOSEPH POSEY JR.
Notary Public - State of Florida
Commission # HH 127065
My Comm. Expires Sep 4, 2025
Bonded through National Notary Assn.

Notary Public

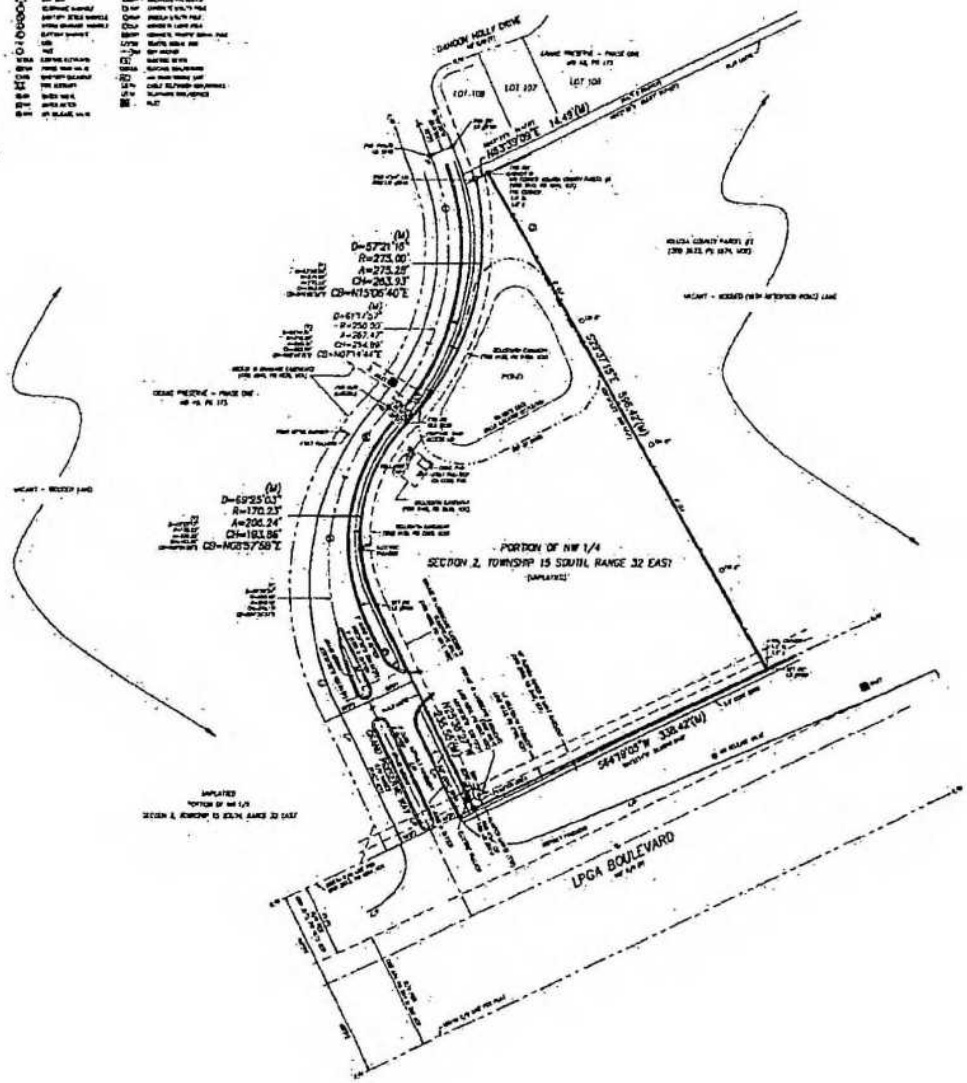
Printed Name: A. Joseph Posey

Commission No. 127065

Exhibit A
Property Legal Description

ABBREVIATIONS

LEGEND



LEGAL DESCRIPTION

SURVEYOR'S REVIEW OF TITLE [redacted] NOTES:

SURVEYOR'S GENERAL NOTES:

CERTIFIED TO:
ARAM KHAZNAEE
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
CODY 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 5J-17.051 SUBSECTION 17.05 FLORIDA ADMINISTRATIVE CODE.

Kenneth J Kuhar
Digitally signed by Kenneth J Kuhar
Date: 2018.07.18 16:35:55 -04'00'

KENNETH J. KUHAR
FLORIDA PROFESSIONAL SURVEYOR/MAPPER #6103

KUHAR SURVEYING & MAPPING, LLC
1501 ROCKWOOD AVENUE, SUITE 205, HOLLY HILL, FLORIDA 32117
Phone: 386-672-0032 386-235-0051 WWW.KUHARSURVEYING.COM
LB 7931 LS (PSM) 6105

NO	DATE	DESCRIPTION

REVISIONS

BOUNDARY SURVEY
PREPARED FOR: SUN GLOW CONSTRUCTION, INC.
DAYTONA BEACH, FLORIDA

PROJECT NO. K15066
DRAWING REFERENCE NO. K15066-EOWYDWG
REVISION NO./DATE
ORIGINAL ISSUE DATE 07-17-2018
SHEET 1 OF 1

Exhibit B
Proportionate Share Calculation

Grand Preserve

10/21/2021

Roadways	Segment	Length	Improvement	Cost per Lane Mile	Additional Cost	Improvement Cost	Design + CEI (25%)	Total Improvement Cost	Existing Capacity	Improved Capacity	Capacity Increase	Project Trips	Project Percentage	Prop Share
Williamson Boulevard	Strickland Range Rd to Hand Avenue	1.12	Widen 2 to 4 lanes, rural	Based on E&C detailed estimate				$11,490,000.00	1,540	[redacted]410	1,870	3	0.16%	$18,433.16
LPGA Boulevard	Tymber Creek to Tomoka Farms Road	0.91	Widen 2 to 4 lanes, rural			$12,000,000		$15,552,000.00	1,540	[redacted]410	1,870	8	0.43%	$66,532.62
	Tomoka Farms Rd to I-95 SB ramp	0.21	Widen 4 to 6 lanes, urban, sig relocation			$1,270,783		$1,270,783.00	3,410	[redacted]120	1,710	11	0.64%	$8,174.63
	I-95 NB ramp to Technology/Outlet Boulevard	0.24	Widen 6 to 8 lanes, urban	$5,953,276		$1,428,786	$357,197	$1,785,982.80	3,410	[redacted]120	1,710	33	1.93%	$34,466.33
	Technology/Outlet Boulevard to Williamson Boulevard	0.24	Widen 6 to 8 lanes, urban	$5,820,474	$300,000	$1,696,914	$424,228	$2,121,142.20	3,410	[redacted]120	1,710	35	2.05%	$43,415.19
	Williamson Blvd to Clyde Morris Blvd	0.48	Widen 4 to 6 lanes, urban, sig relocation	$5,820,474	$300,000	$3,093,828	$773,457	$3,8[redacted]	3,410	[redacted]120	1,710	49	2.87%	$110,816.92
Hand Avenue	Shangri-La to Clyde Morris Blvd	0.71	Widen 2 to 4 lanes, rural	[redacted]		$6,955,102		$6,955,101.78	1,230	[redacted]410	2,180	1	0.05%	$3,190.41
								$43,042,294.18						[redacted]
Intersections														
LPGA Boulevard	at Clyde Morris Boulevard	1.00	Optimize signal	$4,000		$4,000	$1,000	$5,000.00						$5,000.00
LPGA Boulevard	at Jimmy Ann Drive	1.00	Signalize when warranted	$350,000			$87,500	$437,500.00	911	6,045	5,134	61	1.19%	$5,198.19
													Total	$295,227.45

City of Daytona Beach	$0.00
Volusia County	$295,227.45
FDOT	$0.00
	$295,227.45

COSTS DO NOT INCLUDE RIGHT OF WAY

Volusia County
FLORIDA

REQUIREMENTS FOR PROPORTIONATE FAIR SHARE PAYMENTS & COUNTY TRANSPORTATION IMPACT FEE CREDIT PROCESS

To make a Proportionate Fair Share (PFS) payment to Volusia County, please submit:

1. **PFS Calculation:** The applicant shall submit the city and/or county approved PFS calculation based on the city and/or county approved TIA.

2. **PFS development agreement:** The project's recorded development agreement, including PFS calculation and any other documentation supporting the PFS amount, must accompany the PFS payment to the county. This serves as notification to the county that the city has officially approved the PFS amount and allows the respective PFS payment to be paid to the county. The developer making the PFS payment to the county would then be eligible to receive county impact fee credits. *If the city requires the county to be a party to the PFS or development agreement, please contact the County Engineer (386-736-5967). Following the city's approval, allow adequate time for preparation and scheduling of the County Council agenda item.*

3. **PFS check:** Checks can be addressed to: "County of Volusia." In return, a receipt will be provided. County staff will confirm that the check has an approved PFS amount based upon the recorded development agreement's required PFS. PFS checks should be sent to the address below:

   Attn: Melissa Winsett
   Volusia County Traffic Engineering
   123 West Indiana Avenue, Room 402
   Deland, FL 32720-4262

To Obtain Impact Fee Credits for PFS Payment or Constructed Mitigation Improvement:

1. **Establish an Impact Fee Credit Account:** After the PFS payment is made or constructed improvements are complete, contact Engineering & Construction to establish an impact fee credit account and obtain credits. Contact: Scott Carraro, scarraro@volusia.org, (386) [redacted] Please allow 5-7 business days.

   For Impact Fee Credits related to PFS Payments, *please submit the following supporting documentation to Engineering and Construction:*

   - Copy of your PFS check and receipt.
   - Completed Volusia County Impact Fee Account Registration form**, attached. Registration forms require original signatures. Copies or PDF's will not be accepted.

   For Impact fee credits related to Constructed Improvements, *please submit the following to Engineering & Construction:*

   - Actual costs incurred such as executed construction contracts or contractor invoices. Engineers' estimates are not accepted.
   - Completed Volusia County Impact Fee Account Registration form**, attached. Registration forms require original signatures. Copies or PDF's will not be accepted.

   **Note: Your Transportation Impact Fee Credit Account is like a bank account. On the form, the "List of Person(s) authorized to sign for this account" will be the individuals authorized to make withdrawals from the respective Transportation Impact Fee Credit Account.

2. **Allow Staff to Process Information and Make Deposit:** The submittal will be reviewed by county engineering staff and additional information may be requested of the applicant. Engineering & Construction will deliver the original executed Registration Form to County Growth and Resource Management (GRM). GRM (Staff Contact: Beth Branton) will not accept executed forms from anyone other than Engineering & Construction. GRM will establish the Transportation Impact Fee Credit Account and send the applicant an email with instructions on how to pay County Transportation Impact Fees with credits, or if desired, transfer impact fee credits. Please be aware that the county auditor audits transportation impact fee credit files.

For questions regarding PFS calculations, please contact Melissa Winsett at (386) [redacted], ext. 12322, *mwinsett@volusia.org.*

For questions regarding Impact Fee Credit Registration, please contact Scott Carraro at (386) 736-5967, ext. 12287, *scarraro@volusia.org.*

EXHIBIT B

VOLUSIA COUNTY IMPACT FEE ACCOUNT REGISTRATION

Volusia County
FLORIDA

Growth and Resource Management Department
Permit Center www.volusia.org/permitcenter
123 West Indiana Avenue, Room 203
DeLand, FL 32720-4604

TELEPHONE: DeLand (386) 736-5924, ext. 2087
Daytona Beach (386) 257-6000, ext. 2087
New Smyrna Beach(386) 423-3300, ext. 2087
FAX: (386) 943-7096 E-MAIL: permitclr@co.volusia.fl.us

Collection Zone _____ **I P Account Number** _____

NOTE: Credit must be applied to projects within the above zone

PLEASE PRINT OR TYPE

Date: _____

APPLICANT/PROPERTY OWNER:

Name _____ E-Mail Address _____

Business Name _____

Mailing Address _____

City _____ State _____ Zip _____

( ) _____ ( ) _____

Telephone Number Fax Number

Answer the following questions on the subject property:

1. **Physical Address:**
   City:
   The correct numeric street address for the site must be furnished. If unsure, contact the City or County where the project is located for the correct address.

2. **Property Tax Parcel Number(s):** ___ ___ ___ ___ - ___ ___ - ___ ___ - ___ ___ ___ ___
   ___ ___ ___ ___ - ___ ___ - ___ ___ - ___ ___ ___ ___
   ___ ___ ___ ___ - ___ ___ - ___ ___ - ___ ___ ___ ___

3. **List of Person(s) authorized to sign for this account:**

Printed Name _____ Signature _____

Printed Name _____ Signature _____

Printed Name _____ Signature _____

Signature of Applicant/Property Owner: _____

THIS AREA TO BE COMPLETED BY VOLUSIA COUNTY PERSONNEL

Total credits to be awarded: $_____

Proportionate Fair Share Payment: Yes ___ No ___

Additional Details: _____

_____ Approved by (signature)

Tadd Kasbeer, P.E., County Engineer
Title

_____ Date