

06/28/2002 09:19  
Instrument # 2002-143518  
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**FIFTH AMENDMENT TO THE  
PINES PCD DEVELOPMENT AGREEMENT**

**THIS AGREEMENT**, made and entered into by and between the City of Port Orange, a Florida municipal corporation (the "City"), and Suncoast Imaging of Port Orange, L.L.C. ("Suncoast"), constitutes the Fifth Amendment to the Pines PCD Development Agreement.

**WITNESSETH:**

**WHEREAS**, the City and Brasada Development Corporation, a Florida corporation, previously executed a Development Agreement providing for the development and use of property known as "Pines PCD" situated within the corporate limits of the City of Port Orange; and

**WHEREAS**, the Development Agreement has been previously amended by the First, Second, Third and Fourth Amendments to the Pines PCD Development Agreement; and

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**WHEREAS,** Suncoast is the current PCD property owner of Lot 2 and wishes to amend the Development Agreement for the purposes as further described below; and

**WHEREAS,** the City is willing to agree to the requested amendment so long as all requirements of the Development Agreement, as amended, are complied with.

**NOW, THEREFORE,** the parties have agreed as follows:

I. For purposes herein, the term, "Development Agreement", shall mean that agreement entitled "Development Agreement The Pines Planned Commercial Development Port Orange Florida", recorded June 4, 1987, in Official Records Book 2989, Pages 1608 through 1624, Public Records of Volusia County, Florida; as amended by the First Amendment to the Pines PCD Development Agreement, recorded in Official Records Book 4088, Pages 822 through 827, Public Records of Volusia County, Florida; the Second Amendment to Pines PCD Development Agreement, recorded in Official Records Book 4439, Pages 3214 through 3242, Public Records of Volusia County, Florida; the Third Amendment to Pines PCD Development Agreement, recorded in Official Records Book 4523, Page 3412, Public Records of Volusia County, Florida; and the Fourth Amendment to Pines PCD Development Agreement, recorded in Official Records book 4744, Page 182, Public Records of Volusia County, Florida.

II. The development agreement is hereby amended by adding the following new language to paragraph IV.3.R, Signage (page 11) of the Second Amendment to Pines PCD Development Agreement :

Lot number 2, Pines Replat as per map in Map Book 47, Pages 124 through 126, inclusive, Public Records of Volusia County, Florida (the Suncoast site), shall be permitted to erect building signs on the principal building, so long as the total square footage of the signs does not exceed the maximum permitted based on linear street frontage of the parcel. Maximum wall sign area is calculated according to Chapter 15, Section 4(a), Paragraph 2(a) of the Land Development Code based exclusively on the Dunlawton Avenue building frontage, and up to 100 percent of the allowable sign area may be transferable from the building front to the building sides.

III. Nothing contained in the Development Agreement, as amended by this Fifth Amendment, shall be construed as a waiver of 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 the Development Agreement, as amended by this Fifth Amendment, 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.

IV. All other terms and conditions of the Development Agreement, as amended, shall remain in effect.

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V. This Amendment shall be effective upon full execution, and the City shall record this Fifth Amendment in the Public Records of Volusia County, Florida at Lot 2 Owner's expense.

IN WITNESS WHEREOF, the parties affix their signatures and seals on the dates set forth below:

WITNESSES:

CITY OF PORT ORANGE, a Florida municipal corporation

[Signature]  
Printed Name: Dorothy L. Hukill

By: [Signature]  
Dorothy L. Hukill, Mayor

[Signature]  
Printed Name: Kelly Ryan

[Signature]  
Printed Name: Rebecca L. Groom

Attest: [Signature]  
Kenneth W. Parker, City Manager

[Signature]  
Printed Name: Kelly Ryan

Date: 6/19/02

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of June, 2002, by Dorothy L. Hukill and Kenneth W. Parker, as Mayor and City Manager, respectively, of the City of Port Orange, a Florida municipal corporation, on behalf of the city. They are personally known to me.

[Signature]  
Notary Public, State of Florida  
At Large  
Commission



Rebecca L. Groom  
MY COMMISSION # CC000783 EXPIRES  
August 6, 2004  
BONDED THRU TROY FAIR INSURANCE, INC.

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Diane H. Matousek  
Volusia County, Clerk of Court

WITNESSES:

[Signature]  
Printed Name: Chuck Swanson  
[Signature]  
Printed Name: Tina Bick

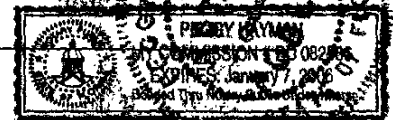
SUNCOAST IMAGING OF PORT ORANGE,  
L.L.C., a Florida limited liability company

By: [Signature]  
Printed Name/Title: Robert Leb  
MANAGING MEMBER  
Date: 4-20-02

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 30 day of  
APRIL, 2002, by Robert Leb, as managing member of  
Suncoast Imaging of Port Orange, L.L.C. He is personally known to me or has produced  
Personally Known as identification.

[Signature]  
Notary Public, State of Florida  
At Large  
Commission No: \_\_\_\_\_



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CEN/LJ