

**SECOND AMENDMENT TO RENAR GOLF COMMUNITIES AT LPGA  
INTERNATIONAL PLANNED MASTER DEVELOPMENT AGREEMENT**

WHEREAS, The City of Daytona Beach, a Florida municipal corporation (the "City"), and Renar Golf Communities II, LLC, a Delaware limited liability company ("Renar"), previously entered into the Renar Golf Communities at LPGA International Planned Master Development Agreement, recorded at Official Records Book 4538, Pages 3099-3115 of the Public Records of Volusia County, to allow for the development of four single-family subdivisions; and

WHEREAS, the City and Renar entered into the First Amendment to the Renar Golf Course Communities at LPGA International Planned Master Development Agreement, recorded at Book 4845, Pages 1320-1353A of the Public Records of Volusia County, to add property to the existing planned district and amend the signage regulations; and

WHEREAS, LPGA Eagle Marsh, LLC, a Florida limited liability company ("Eagle Marsh"), subsequently purchased land subject to the regulations of the planned districts from Renar; and

WHEREAS, Eagle Marsh proposes to amend the PD Agreement to allow for an increase in the maximum lot coverage as set forth herein; and

WHEREAS, the City is willing to grant Eagle Marsh's request, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City and LPGA EAGLE MARSH, LLC, its successors and assigns, hereby enter into this **SECOND AMENDMENT TO RENAR GOLF COMMUNITIES AT LPGA INTERNATIONAL PLANNED MASTER AGREEMENT** and agree to amend the PD Agreement as follows:

Section 6, Project Data Table. EXHIBIT "D-2" be added as follows:

The Intensity and Dimensional Standards of the Land Development Code for Gray Hawk Unit 2 at LPGA International and Eagle Marsh at LPGA International be increased to allow for maximum lot coverage Allowed from 35% to 47%.

Signed, sealed and delivered in the presence of:

THE CITY OF DAYTONA BEACH,  
FLORIDA, a Florida municipal corporation

\_\_\_\_\_  
Witness 1

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

\_\_\_\_\_  
Print Name of Witness 1

Attest:

\_\_\_\_\_  
Witness 2

By: \_\_\_\_\_  
Letitia LaMagna, City Clerk

\_\_\_\_\_  
Print Name of Witness 2

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_ by \_\_\_\_\_ and \_\_\_\_\_, 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.

\_\_\_\_\_  
Notary Public  
Commission No: \_\_\_\_\_

Signed, sealed and delivered in the presence **LPGA Eagle Marsh, LLC,**  
of: **a Florida municipal corporation**

*Heather Williamson*

Witness 1

By: *Jim Butler*

Jim Butler, Director of Operations

Heather Williamson

Print Name of Witness 1

*William Zirkelbach*

Witness 2

Attest:

By: Libby B. Vesconi

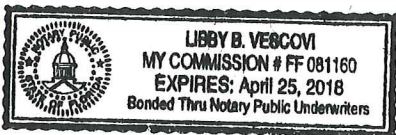
William Zirkelbach

Print Name of Witness 2

Date: 9/5/2017

**STATE OF FLORIDA**  
**COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me this  
5 day of September, 2017 by Jim Butler  
as Director of Operations referred to in this agreement as  
"Director of Operations". He or she  
is    personally known to me or X produced a drivers  
license as identification and did not take an oath. *FLORIDA # B346443504170*



*Libby B. Vesconi*

Notary Public

Commission No. FF 081160

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this day of \_\_\_\_\_  
201\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, referred to  
in this agreement as "Developer". He/she is personally known to me and did not take an  
oath.

\_\_\_\_\_  
Notary Public  
Commission No: \_\_\_\_\_

Approved as to legal form:

\_\_\_\_\_  
By: Robert Jagger, City Attorney