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

**FIRST AMENDMENT TO FIRETOWER ROAD
PLANNED DISTRICT AGREEMENT**

THIS FIRST AMENDMENT TO FIRETOWER ROAD PLANNED DISTRICT AGREEMENT (First Amendment) made and entered into by and between the **CITY OF DAYTONA BEACH, FLORIDA**, a Florida municipal corporation located in Volusia County, Florida (City), **INDIGO DEVELOPMENT LLC**, a Florida limited liability company, and **CONSOLIDATED-TOMOKA LAND CO.**, A Florida corporation, the record title property Owners or Developers, hereby agree and covenant that this constitutes the First Amendment to the Planned District Agreement for the Firetower Road Planned District.

WHEREAS, the City, Consolidated-Tomoka Land Co., and Indigo Development LLC, entered into the Firetower Road Planned District Agreement, recorded in Official Records Book 7429, Page 3947, Public Records of Volusia County, Florida (the PD Agreement); and

WHEREAS, the Owners propose to extend the dates from the date the original Firetower Road Planned District Agreement was approved and to amend the PD Agreement as set forth herein; and

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

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City and the Owners hereby agree to amend the PD Agreement as follows:

Section 11. Effective Date of the PD Agreement is amended to read, in its entirety as follows:

- 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 construction permits for the initial phase of development of the Property within ~~five (5)~~ ten (10) years of the approval of the original 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 ~~ten (10)~~ fifteen (15) years from the date of initial approval of the original Agreement.
- C. Construction of phase one shall be substantially complete within ~~seven (7)~~ thirteen (13) years of the approval of the original Agreement. Construction of any other phase must be substantially complete within ~~fifteen (15)~~ twenty (20) years of the initial approval of the original Agreement.
- D. One 12-month extension of the scheduled application or completion dates may be permitted as a minor modification to the original Agreement.
- E. Failure to comply with the schedule set out above shall cause the development rights granted pursuant to the original Agreement to lapse.

NO OTHER MODIFICATIONS

Except as otherwise expressly provided for herein, the Original PD Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands, this ____ day of _____, 2017.

(Remainder of Page Intentionally Left Blank)

Signed, sealed and delivered in the presence of:

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

By: _____
Derrick L. Henry, Mayor

Printed Name of Witness 1

Attest:

By: _____
Letitia LaMagna, City Clerk

Printed Name of Witness 2

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument Was acknowledged before me this _____ day of _____, 2017
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.

Notary Public
Commission No: _____

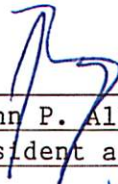
Signed, sealed and delivered in the presence of:

OWNER OR DEVELOPER

INDIGO DEVELOPMENT LLC, a Florida limited liability company

By: CONSOLIDATED-TOMOKA LAND CO., a Florida Corporation, its sole member

Robert Yrsell
Printed Name of Witness 1

By: 
Name: John P. Albright
Title: President and CEO

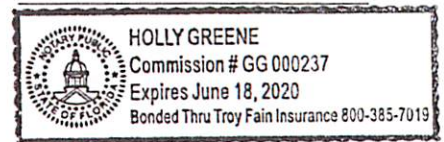
Jimmy MacIsaac
Tommy MacIsaac
Printed Name of Witness 2

Date: 10/10/2017

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 10th day of October, 2017 By John P Albright as President/CEO of CONSOLIDATED-TOMOKA LAND CO., a Florida corporation, the sole member of INDIGO DEVELOPMENT LLC, a Florida limited liability company, referred to in this agreement as "Owner or Developer." He is personally known to me or produced _____ as identification and did not take an oath.

Holly Greene
Notary Public
Commission No:



Signed, sealed and delivered in the presence of:

OWNER OR DEVELOPER

[Signature]

CONSOLIDATED-TOMOKA LAND CO., a Florida corporation

By: [Signature]

Name: John P. Albright

Title: President and CEO

Robyn A Bell

Printed Name of Witness 1

Jenny MacIsaac

Date: 10/10/2017

Tammy MacIsaac

Printed Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 10th day of October, 2017
By John P Albright as President/CEO of CONSOLIDATED-TOMOKA LAND CO., a Florida
corporation, referred to in this agreement collectively as Owner or Developer. He/She is personally
known to me or produced _____ and _____ as identification and
did not take an oath.

Holly Greene

Notary Public

Commission No:

Approved as to legal form:

By: _____
Robert Jagger, City Attorney

