

Document prepared by:  
Joseph H. Hopkins, P.E.  
The Performance Group, Inc.  
100 Marina Point Drive  
Daytona Beach, FL 32114

Return recorded document to:  
City of Daytona Beach Records Clerk  
P.O. Box 2451  
Daytona Beach, FL 32115-2451

**DME PLANNED DISTRICT AGREEMENT**

The CITY OF DAYTONA BEACH, FLORIDA, a Florida municipal corporation located in Volusia County, Florida ("City"), and Direct Mail Express, Inc. and DME Holdings, LLC, the record title property owners ("Owner" ), 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 13.67 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 March 5, 2018, prepared by Sliger and Associates.

Exhibit B: PD Plan, rev. date March 5, 2018, prepared by The Performance Group, Inc.,

Exhibit C: Sign Plan, rev. date March 5, 2018, prepared by The Performance Group, Inc.

Exhibit D: Architectural Elevations of Existing Structures (May 8, 2018)

Exhibit E: Utilities - Parent Tract, rev. date May 9, 2018, prepared by The Performance Group, Inc.

### 3. DEVELOPMENT PLAN.

A. Developer has designated the Property as "DME 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 existing or planned layout of buildings, parking areas, driveways, common areas, and other existing or planned features or improvements to the Property. To the extent actual buildings, features, improvements and uses are shown on the PD Plan, they are shown for illustrative purposes. The layout, quantity and scale of the improvements may change based on the particular end user of the Property. The Property consists of two (2) individual parcels of land that are not contiguous. The "Parent Tract" is approximately 9.9 acres in area and serves as the main headquarters for DME's operation. The "Satellite Tract" is approximately 3.7 acres in area and serves as a training field for the DME Sports Academy. Development of each parcel is further described as follows:

- (1) Parent Tract – the parcel is developed with four (5) existing buildings, parking, stormwater , utilities and related improvements. This agreement contemplates two (2) additional phases of development shown on Exhibit B:
  - (a) Phase 1 – A 16,000 square foot expansion of Building "D" along with required site improvements.
  - (b) Phase 2 – paving of the overflow gravel parking area located in the northeast quadrant of the site.
- (2) Satellite Tract – the parcel is currently developed with a turf training field. The agreement contemplates two (2) additional phases of development shown on Exhibit B:
  - (a) Phase 1 – development of a 15,000 square foot field house along with required improvements.
  - (b) Phase 2 – development of an 80 unit student housing complex along with required improvements.

D. **ADDITIONAL LOT DEVELOPMENT CRITERIA.** The following lot development criteria shall apply to the Property :

- (1) Maximum building height of 45 feet;
- (2) Minimum Building Setbacks: side 10 ft.; front 30 ft.; rear 20 ft.
- (3) 35 % Maximum building coverage;
- (4) Minimum Perimeter Strips: front 25 ft., rear 10ft., side 10 ft.
- (5) Maximum Impervious Surface Area: 80%

- (6) Maximum Intensity (FAR): 3.0
- (7) Slopes within any dry retention pond(s) shall be 4:1 without a fence;
- (8) Dry retention pond(s) shall count toward open space requirements; and
- (9) Off-street parking and loading requirements: Off-street parking and loading facilities currently exist as depicted on Exhibit B. In the event of a change in use or future development occurs on the property, parking requirements shall be met based on the following requirements:
  - (a) Rehabilitation facility & health club: 3 spaces/ 1000 sf GFA (gross floor area)
  - (b) Private sports training: 1space per employer plus 1 space per athlete on the largest shift
  - (c) Call center: 1 space per employee on the largest shift
  - (d) Office, warehouse and production: 1 space per employee on the largest shift
  - (e) School: 1 space per employee plus 1 space per 10 students
  - (f) Student housing and field house: 1 space per employee plus 1 space per 10 units

**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.**

The following uses and customary accessory uses are permitted within the Property, subject to compliance with the following uses as defined below:

- (1) Business Services Office - An office for a commercial activity that does not involve the sale of goods or commodities available in the office or dispensing of personal services, and includes such businesses as real estate brokers, insurance, accountants, corporate training facilities, and similar uses.
- (2) Professional Services Office - An office for a business that does not involve the sale of goods or commodities available in the office or dispensing of personal services and provides primarily legal, architectural, engineering, or some other related service to customers.

- (3) Warehouse, Storage - A storage warehouse is a facility primarily engaged in the storage of manufactured products, supplies, and equipment, excluding bulk storage of materials that are flammable or explosive or that present hazards or conditions commonly recognized as offensive.
- (4) Warehouse, Distribution - A distribution warehouse is a facility primarily engaged in the distribution of manufactured products, supplies, and equipment. It includes the temporary storage of such products, supplies, and equipment pending distribution.
- (5) Manufacturing, Assembly, or Fabrication, Light - An establishment primarily engaged in manufacturing uses that involve the mechanical transformation of predominantly previously prepared materials into new products, including assembly of component parts and the creation of products for sale to the wholesale or retail markets or directly to consumers. Such uses are wholly confined within an enclosed building, do not include processing of hazardous gases and chemicals, and do not emit noxious noise, smoke, vapors, fumes, dust, glare, odor, or vibration. This use type does not include other manufacturing uses specifically listed in the principal use tables. Examples include, but are not limited to: computer design and development; apparel production; sign making; assembly of pre-fabricated parts, manufacture of electric, electronic, or optical instruments or devices; manufacture and assembly of artificial limbs, dentures, hearing aids, and surgical instruments; manufacture, processing, and packing of cosmetics; and manufacturing of components, jewelry, clothing, trimming decorations, and any similar item.
- (6) Call Center - An establishment primarily engaged in answering telephone calls and relaying messages to clients or in initiating or receiving communications for telemarketing purpose, such as promoting clients' products or services, taking orders for clients, or soliciting contributions or providing information for clients.
- (7) Medical Office - A small-scale facility or office where patients are admitted for examination and treatment by one or more physicians or other health practitioners on a short-term basis. The use includes the offices of physicians, dentists, chiropractors, optometrists, podiatrists, audiologists, speech pathologists, physical therapists, acupuncturists, psychologists, and other health practitioners. It also includes facilities providing short-term outpatient care and treatment (which may or may not be overnight), such as urgent care centers, kidney dialysis centers, ambulatory surgical clinics, outpatient pain therapy clinics, biofeedback centers, sleep disorder clinics, family planning clinics, community health clinics, and health maintenance organization (HMO) medical clinics. Such facilities that provide overnight care and treatment may include sleeping rooms for care workers and members of patients' families. This use does not include hospitals (which are much larger in scale) or blood/tissue collection centers, drug or alcohol treatment facilities, or massage therapy establishments.
- (8) Other Indoor Recreation/Entertainment Use - Any private indoor (entirely within an enclosed structure) use providing for sport and recreation activities

that are operated or carried on primarily for financial gain, and that is not specifically listed in the principal use tables. Examples include, but are not limited to, health and fitness centers, spas, gymnastic facilities, and dancehalls.

- (9) Outdoor Facility for Field Sports, Swimming, or Court Games - A large open recreational space used for holding field sports, swimming, or court games or other sporting or special events. Accessory uses may include a concession stand, netting, exterior lighting fixtures, public bathrooms, maintenance and storage areas, and spectator seating or stands.
- (10) Motion Picture Studio - A facility primarily engaged in producing, or producing and distributing, motion pictures, videos, television programs, or television commercials.
- (11) School, Private - A school managed by a private entity that offers primary or secondary educational instruction and that operates in buildings or structures or on premises on land not leased or owned by the educational institution for administrative purposes and meets the State requirements for a school. Such uses include classrooms, laboratories, auditoriums, libraries, cafeterias, after school care, athletic facilities, dormitories, and other facilities that further the educational mission of the institution.
- (12) Printing or Other Similar Reproduction Facility - A commercial establishment primarily engaged in lithographic (offset), gravure, flexographic, screen, quick, digital, or other method of printing or reproduction on stock materials on a job order basis.

**6. INFRASTRUCTURE.**

A. On-site stormwater retention facilities currently exist on a portion of the property. Additional facilities will be constructed in conjunction with future 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.

**7. ARCHITECTURAL AND DESIGN STANDARDS.**

A. The Property currently contains four (4) existing buildings on the Parent Tract. The building were acquired and assembled through various independent acquisitions. The building exteriors vary in color, texture and style, and they do not project a unified architectural theme. All new buildings, additions and accessory structures constructed or substantially modified within the Property shall be developed in compliance with the requirements of this section.

B. All of the following requirements shall be met within the Property:

- (1) The exterior side of all new buildings, additions and accessory structures fronting the public right of way shall be composed of a durable material

including but not limited to metal cladding. The theme shall be established by harmoniously coordinating the general appearance of all new buildings, additions and accessory structures, including but not limited to: exterior wall finishes or materials; roof styles, slopes, and materials; colors; and architectural details and ornamentation. Any exterior renovations or remedial maintenance such as painting shall be in harmony with a common exterior base color palette. This does not include any banding, trim or accent color.

- (2) Corporate prototype design and materials shall be permitted provided they comply with the provisions of this section.
- (3) No outside display or storage shall be permitted.
- (4) No vending machines shall be permitted on outside walkways or other outdoor pedestrian areas.
- (5) The physical appearance of all parking lot lighting fixtures shall be consistent.

**8. 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.

**9. SIGNAGE.**

Signage shall be permitted during the Site Plan approval process and shall be approved provided that it is substantially consistent with the description herein.

The PD shall have a uniform sign program, as follows

A. Monument signs shall be permitted for each use on the Parent Tract and on the Satellite Tract as generally depicted in Exhibit C. The base of the monument signs shall be limited to two (2) feet in height above ground level and constructed stone or stucco finish. The colors of the sign face shall complement and coordinate with the appearance of the buildings on the respective lot. The graphic imaging shall be uniform among all signs.

B. The size of the monument signs shall be limited to the following dimensions excluding the base dimension as reflected in Exhibit C:

|                 |                                      |
|-----------------|--------------------------------------|
| Parent Tract:   | 8-ft. x 8-ft. (hxw) = 64 square feet |
| Satellite Tract | 8-ft. x 8-ft. (hxw) = 64 square feet |

The total monument sign area for the Property shall be limited to 320 square feet.

C. Directional Signage shall be incorporated in order to provide uniform building identification and way-finding throughout the Property.

- (1) Identification signs shall be mounted directly onto the buildings at a height of 12 – 15-ft. above ground level. The size of the identification signs shall be 24-inches square (4 sf maximum area).
- (2) Way-finding signs shall be utilized to provide directions internal to the campus. The directional signs shall be mounted 36-inches above grade and copy area shall be limited 12-inches x 24-inches (hwx).

D. Wall signs shall be permitted on each individual building within the Property. The copy area of all wall signs shall be limited to 120 square feet. The total wall sign area for the Property shall be limited to 600 square feet.

E. Super Graphics (wall graphics) are enlarged images that do not contain text messages or advertisements. They are intended to provide a uniform theme within the development and break the monotony of large exterior wall spaces. Super Graphics are permitted on all exterior walls provided they comply with the provisions of Section 6.10.J.13 of the LDC.

## **10. UTILITIES**

The Property is within the City's Utility Service Area and the City currently provides water, fire and sewer utility service to the Parent Tract as generally depicted on Exhibit "E". Utility service will be expanded to the Parent Tract as needed to support any future development. The Satellite Tract will also receive utility service from the City. The sewer service connection of the Satellite Tract will be limited since the City discourages individual service connection to the existing transmission main. The sewer service from the Satellite Tract will be required to interconnect (manifold) to the existing sewer forcemain lateral from the Parent Tract. The route of the forcemain from the Satellite Tract to the Parent Tract may require a private utility easement over the adjacent parcel or a utility easement over a portion of the County's Bellevue Avenue right of way.

## **11. 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.

Application shall be submitted for all construction permits for the development, or for the first phase of a phased development, within 24 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 36 months from the date of initial approval.

B. 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.

C. One 24-month extension of the scheduled application or completion dates may be permitted as a minor modification to this Agreement.

D. Failure to comply with the schedule set out above shall cause the development rights granted pursuant to this Agreement to lapse.

**12. 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.

### 13. 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.

### 14. 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.

### 15. 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.

**16. 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.

**17. 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.

**IN WITNESS WHEREOF**, the parties hereto attached their hands and seals on the dates set forth below.

**[Signature pages following]**

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 of: [OWNER]

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

By: \_\_\_\_\_

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

Name: Mike Panaggio, President  
Direct Mail Express, Inc  
Title: President

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

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

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

[Corporate Seal]

STATE OF FLORIDA  
COUNTY OF VOLUSIA

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

Signed, sealed and delivered in the presence of: **[OWNER]**

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

By: \_\_\_\_\_

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

Name: Mike Panaggio, President

DME Holdings, LLC

Title: President

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

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

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

[Corporate Seal]

STATE OF FLORIDA  
COUNTY OF VOLUSIA

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

**Approved as to legal form:**

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

**EXHIBIT A**  
**LEGAL DESCRIPTION**

## LEGAL DESCRIPTION:

(PER OFFICIAL RECORD BOOK 4425, PAGE 4811):  
THE EASTERLY 223.40 FEET AS MEASURED ON THE GRANT LINE OF THE  
WESTERLY 1023.40 FEET SOUTH OF THE OLD DELAND ROAD, OF THE SAMUEL  
WILLIAMS GRANT, SECTION 39, TOWNSHIP 15 SOUTH, RANGE 32 EAST, VOLUSIA  
COUNTY, FLORIDA

AND

(PER OFFICIAL RECORDS BOOK 4260, PAGE 3297):  
THE EASTERLY 318.40 FEET AS MEASURED ON THE GRANT LINE OF THE  
WESTERLY 1341.80 FEET SOUTH OF OLD DELAND ROAD, OF THE SAMUEL  
WILLIAMS GRANT, SECTION 39, TOWNSHIP 15 SOUTH, RANGE 32 EAST, VOLUSIA  
COUNTY, FLORIDA

AND

(PER OFFICIAL RECORDS BOOK 4425, PAGE 4810):  
THE NORHTHERLY 250 FEET OF THE EASETERLY 200 FEET OF THE WESTERLY  
800 FEETM SOUTH OF THE DELAND-DAYTONA ROAD, OF THE SANUEL WILLIAMS  
GRANT, IN SECTION 39, TOWNSHIP 15 SOUTH, RANGE 32 EAST, VOLUSIA  
COUNTY, FLORIDA. TOTAL ACERAGE: 9.98 ACRES.

SHEET 1 OF 2

### EXHIBIT A - PARENT TRACT

PROJECT: DME PD AGREEMENT

SCALE: NONE

FILE: REV PD AGREEMENT\250-REV PD 4

DATE: 3/7/18; 5/9/18; 5/31/18  
6/19/18; 6/21/8

### THE PERFORMANCE GROUP

CIVIL ENGINEERING / PLANNING / DEVELOPMENT



JOSEPH H. HOPKINS, P.E. NO. 48059  
100 MARINA POINT DR., DAYTONA BEACH, FL. 32114  
TELEPHONE: (386) 239-7166 FAX: (386) 239-7120

## LEGAL DESCRIPTION:

THE WESTERLY 200 FEET OF THE EASTERLY 600 FEET OF THE WESTERLY 800 FEET SOUTH OF THE DELAND-DAYTONA ROAD, OF THE SAMUEL WILLIAMS GRANT, IN SECTION 39, TOWNSHIP 15 SOUTH, RANGE 32 EAST, ACCORDING TO THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. ALSO DESCRIBED AS:

THE WESTERLY 200 FEET OF THE FOLLOWING DESCRIBED PARCEL AS MEASURED ALONG THE SOUTHERLY LINE OF DELAND ROAD; THE EASTERLY 600 FEET OF THE WESTERLY 800 FEET SOUTH OF THE DELAND-DAYTONA ROAD, OF SAMUEL WILLIAMS GRANT IN SECTION 39, TOWNSHIP 15 SOUTH, RANGE 32 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: TO WIT: BEGINNING AT A POINT IN THE SOUTHERLY LINE OF THE DELAND-DAYTONA ROAD AT A POINT 200 FEET EASTERLY FROM THE WESTERLY LINE OF SAID SAMUEL WILLIAMS GRANT, MEASURED ALONG THE SOUTHERLY LINE OF SAID DELAND-DAYTONA ROAD; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID DELAND-DAYTONA ROAD, A DISTANCE OF 600 FEET; THENCE SOUTHERLY PARALLEL TO THE WESTERLY LINE OF THE SAID SAMUEL WILLIAMS GRANT A POINT ON THE SOUTHERLY LINE OF SAID SAMUEL WILLIAMS GRANT; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAMUEL WILLIAMS GRANT, A DISTANCE OF 600 FEET MORE OR LESS TO A POINT WHICH IS 200 FEET EASTERLY FROM THE WESTERLY LINE OF SAID SAMUEL WILLIAMS GRANT, MEASURED ON A LINE PARALLEL TO THE SOUTHERLY LINE OF THE DELAND-DAYTONA ROAD; THENCE NORTHERLY PARALLEL TO THE WESTERLY LINE OF SAID SAMUEL WILLIAMS GRANT TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY, TO WIT:

THAT PORTION OF THE WESTERLY 200 FEET OF THE EASTERLY 600 FEET OF THE WESTERLY 800 FEET SOUTH OF THE DELAND-DAYTONA ROAD (BELLEVUE AVENUE) OF THE SAMUEL WILLIAMS GRANT, IN SECTION 39, TOWNSHIP 15 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT A POINT IN THE SOUTHERLY LINE OF BELLEVUE AVENUE, A 100 FEET STREET AS NOW LAID OUT, SAID POINT BEING A DISTANCE OF 200 FEET EASTERLY OF THE INTERSECTION OF SAID LINE WITH THE WESTERLY LINE OF THE SAMUEL WILLIAMS GRANT, THENCE SOUTHERLY AND PARALLEL TO SAID WESTERLY LINE OF THE SAMUEL WILLIAMS GRANT, A DISTANCE OF 176.0 FEET TO A POINT; THENCE EASTERLY AND PARALLEL TO BELLEVUE AVENUE, A DISTANCE OF 101.7 FEET TO A POINT; THENCE NORTHERLY A DISTANCE OF 174.62 FEET TO A POINT IN THE SOUTHERLY LINE OF BELLEVUE AVENUE, SAID POINT BEING A DISTANCE OF 130 FEET EASTERLY OF THE POINT OF BEGINNING; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF BELLEVUE AVENUE, A DISTANCE OF 130 FEET TO THE POINT OF BEGINNING. TOTAL ACERAGE: 3.23 ACRES.

SHEET 2 OF 2

### EXHIBIT A - SATELLITE TRACT

### THE PERFORMANCE GROUP

CIVIL ENGINEERING / PLANNING / DEVELOPMENT



JOSEPH H. HOPKINS, P.E. NO. 48059  
100 MARINA POINT DR., DAYTONA BEACH, FL. 32114  
TELEPHONE: (386) 239-7166 FAX: (386) 239-7120

PROJECT: DME PD AGREEMENT

SCALE: NONE

FILE: REV PD AGREEMENT\250-REV PD 4

DATE: 3/7/18; 5/9/18; 5/31/18  
6/19/18; 6/21/18



**EXHIBIT B**  
**PD PLAN**

# SITE DATA:

ZONING (EXISTING): COUNTY: MIXED USE PLANNED UNIT DEVELOPMENT (MPUD)  
 ZONING (PROPOSED): CODB: PLANNED DEVELOPMENT GENERAL (PD-G)  
 FUTURE LAND USE (EXISTING): COUNTY: ACTIVITY CENTER (AC)  
 FUTURE LAND USE (PROPOSED): CODB: MIXED USE  
 FLUCCS: 100 - URBAN AND BUILT-UP:  
 147 - MIXED COMMERCIAL & SERVICES  
 150 - INDUSTRIAL

|              |  |            |  |
|--------------|--|------------|--|
| OWNER:       | MICHAEL PINAGGIO, PRESIDENT<br>DIRECT MAIL EXPRESS<br>2421 BELLEVUE AVENUE<br>DAYTONA BEACH, FL. 32114<br>386-257-2500 | TELEPHONE: | BELLSOUTH<br>900 N. NOVA ROAD<br>DAYTONA BEACH, FL 32117<br>386-254-8003             |
| WATER SEWER: | CITY OF DAYTONA BEACH<br>301 S. RIDGEWOOD AVENUE<br>DAYTONA BEACH, FL. 32114<br>386-671-8000                           | GAS:       | TECO PEOPLES GAS<br>1722 RIDGEWOOD AVE.<br>HOLLY HILL, FL. 32117<br>386-671-2220     |
| ELECTRIC:    | FLORIDA POWER & LIGHT CO.<br>3000 SPRUCE CREEK ROAD<br>PORT ORANGE, FL 32127<br>386-322-3414                           | CABLE:     | BRIGHT HOUSE NETWORK<br>209 DUNLAWTON AVE.<br>PORT ORANGE, FL. 32127<br>386-760-9950 |

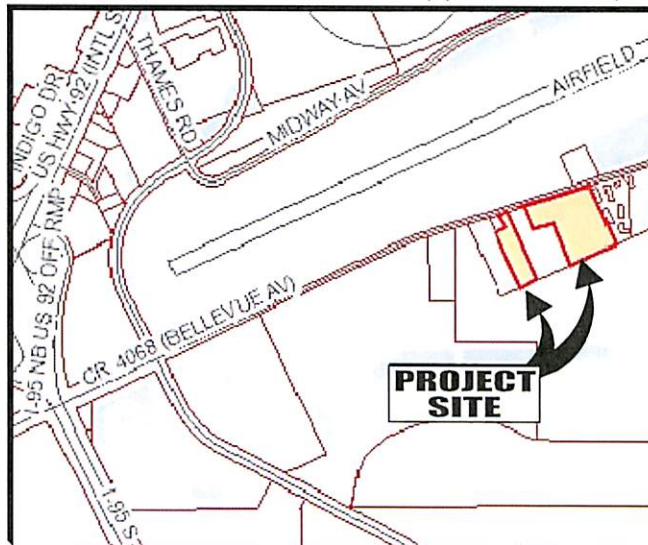
**NOTES:**

1. USDA NRCS SOIL TYPE: 08 BASINGER FINE SAND, HYDROLOGIC GROUP A/D  
USDA SOIL CONSERVATION SERVICE, VOLUSIA COUNTY
2. PARCEL LOCATED IN FLOOD ZONE "A" (AREAS INUNDATED BY 100 YR FLOOD, NO BASE ELEV. DETERMINED) AND ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) AS SCALED FROM FLOOD INSURANCE RATE MAP, VOLUSIA COUNTY, FL. PANEL#362 OF 930 MAP# 12127C0362H, DATED SEPTEMBER 19, 2017.
3. TAX PARCEL NUMBER(S): 5239-00-00-0630; 5239-00-00-0610
4. SITE ADDRESS: 2421 BELLEVUE AVE., DAYTONA BEACH, FL 32114

## LOCATION MAP:



SCALE: 1" = 2,000'



SHEET 1 OF 8

## EXHIBIT B - SITE DATA & LOCATION MAP

## THE PERFORMANCE GROUP

CIVIL ENGINEERING / PLANNING / DEVELOPMENT



JOSEPH H. HOPKINS, P.E. NO. 48059  
 100 MARINA POINT DR., DAYTONA BEACH, FL. 32114  
 TELEPHONE: (386) 239-7166 FAX: (386) 239-7120

PROJECT: DME PD AGREEMENT

SCALE: AS NOTED

FILE: REV PD AGREEMENT\250-REV PD 4

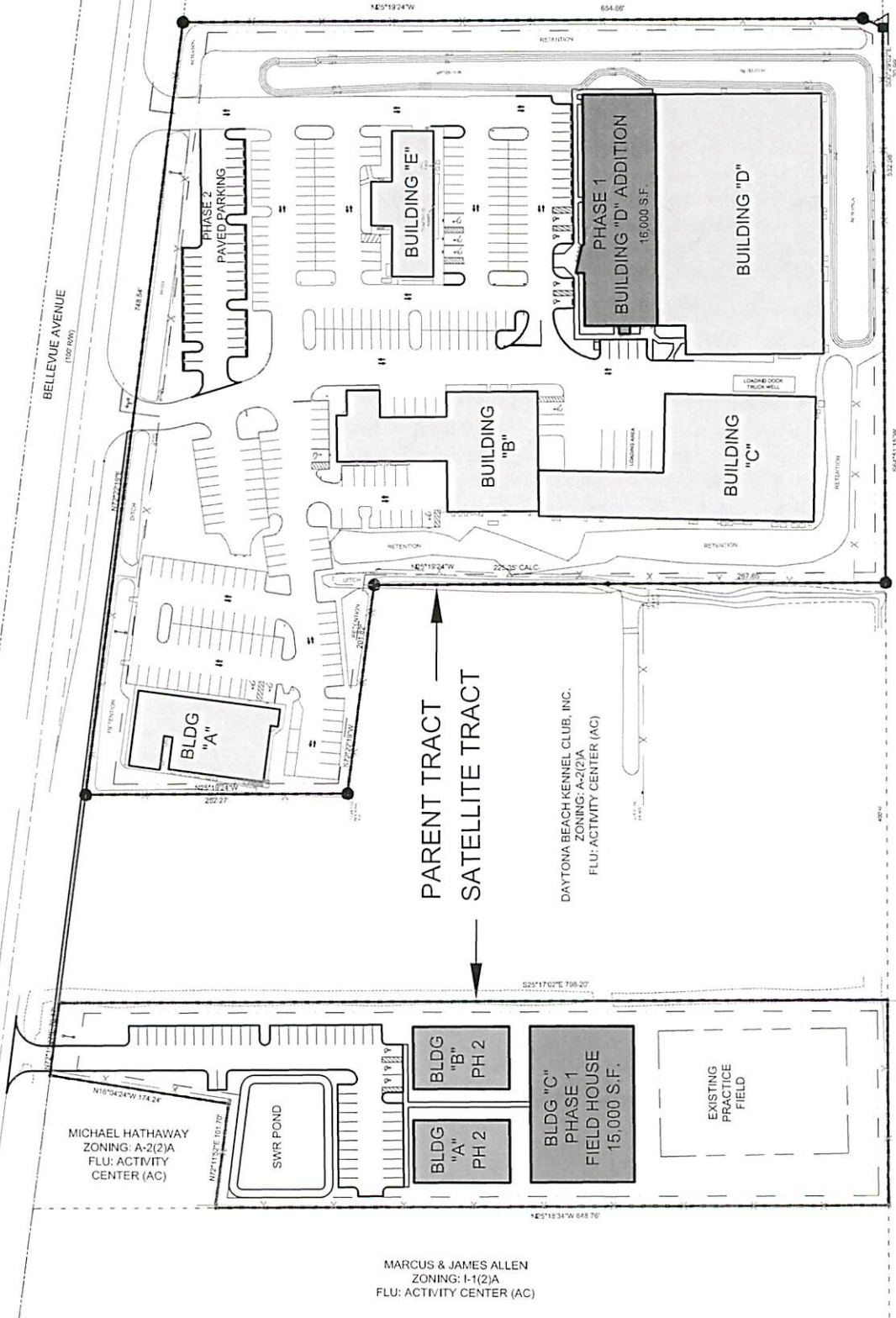
DATE: 3/7/18; 5/9/18; 5/31/18  
 6/19/18; 6/21/18

BELLEVUE BUSINESS PARK  
 ZONING: I-1(2)A  
 FLU: ACTIVITY CENTER (AC)



DAYTONA BEACH INTERNATIONAL AIRPORT  
 ZONING: APA  
 FLU: PUBLIC/SEMI-PUBLIC (PSP)

BELLEVUE AVENUE  
 (100' R/W)



SHEET 2 OF 8

# EXHIBIT B - OVERALL DEVELOPMENT PLAN

**THE PERFORMANCE GROUP**  
 CIVIL ENGINEERING / PLANNING / DEVELOPMENT

PROJECT: DME PD AGREEMENT

SCALE: 1"=150'

FILE: REV PD AGREEMENT\250-REV PD 4

DATE: 3/7/18; 5/9/18; 5/31/18  
 6/19/18; 6/21/18



JOSEPH H. HOPKINS, P.E. NO. 48059  
 100 MARINA POINT DR., DAYTONA BEACH, FL. 32114  
 TELEPHONE: (386) 239-7166 FAX: (386) 239-7120

### LOT SUMMARY: (EXISTING)

| BUILDING | GROSS LOT AREA | BUILDING AREA (GFA) | BUILDING AREA (FOOT PRINT) | COVERAGE AREA (%) |
|----------|----------------|---------------------|----------------------------|-------------------|
| A        | -              | 15,881 S.F.         | 9,193 S.F.                 | 2.1%              |
| B        | -              | 25,604 S.F.         | 15,469 S.F.                | 3.5%              |
| C        | -              | 22,746 S.F.         | 22,746 S.F.                | 5.2%              |
| D        | -              | 39,559 S.F.         | 39,559 S.F.                | 9.1%              |
| E        | -              | 6,441 S.F.          | 6,441 S.F.                 | 1.5%              |
| TRACT    | 434,777 S.F.   | -                   | -                          | -                 |
| TOTAL    | 434,777 S.F.   | 110,231 S.F.        | 93,408 S.F.                | 21.4%             |

### PARKING SUMMARY (EXISTING)

| PARKING REQ'D | PARKING PROV'D |
|---------------|----------------|
| 170           | 348            |

### LOT SUMMARY: (PROPOSED)

| BUILDING | GROSS LOT AREA | BUILDING AREA (GFA) | BUILDING AREA (FOOT PRINT) | COVERAGE AREA (%) |
|----------|----------------|---------------------|----------------------------|-------------------|
| A        | -              | 15,881 S.F.         | 9,193 S.F.                 | 2.1%              |
| B        | -              | 25,604 S.F.         | 15,469 S.F.                | 3.5%              |
| C        | -              | 22,746 S.F.         | 22,746 S.F.                | 5.2%              |
| D        | -              | 55,559 S.F.         | 55,559 S.F.                | 12.8%             |
| E        | -              | 6,441 S.F.          | 6,441 S.F.                 | 1.5%              |
| TRACT    | 434,777 S.F.   | -                   | -                          | -                 |
| TOTAL    | 434,777 S.F.   | 126,231 S.F.        | 109,408 S.F.               | 25.1%             |

### PARKING SUMMARY (PROPOSED)

| PARKING REQ'D | PARKING PROV'D |
|---------------|----------------|
| 199           | 316            |

SHEET 3 OF 8

## EXHIBIT B - PARENT TRACT

PROJECT: DME PD AGREEMENT

SCALE: NONE

FILE: REV PD AGREEMENT\250-REV PD 4

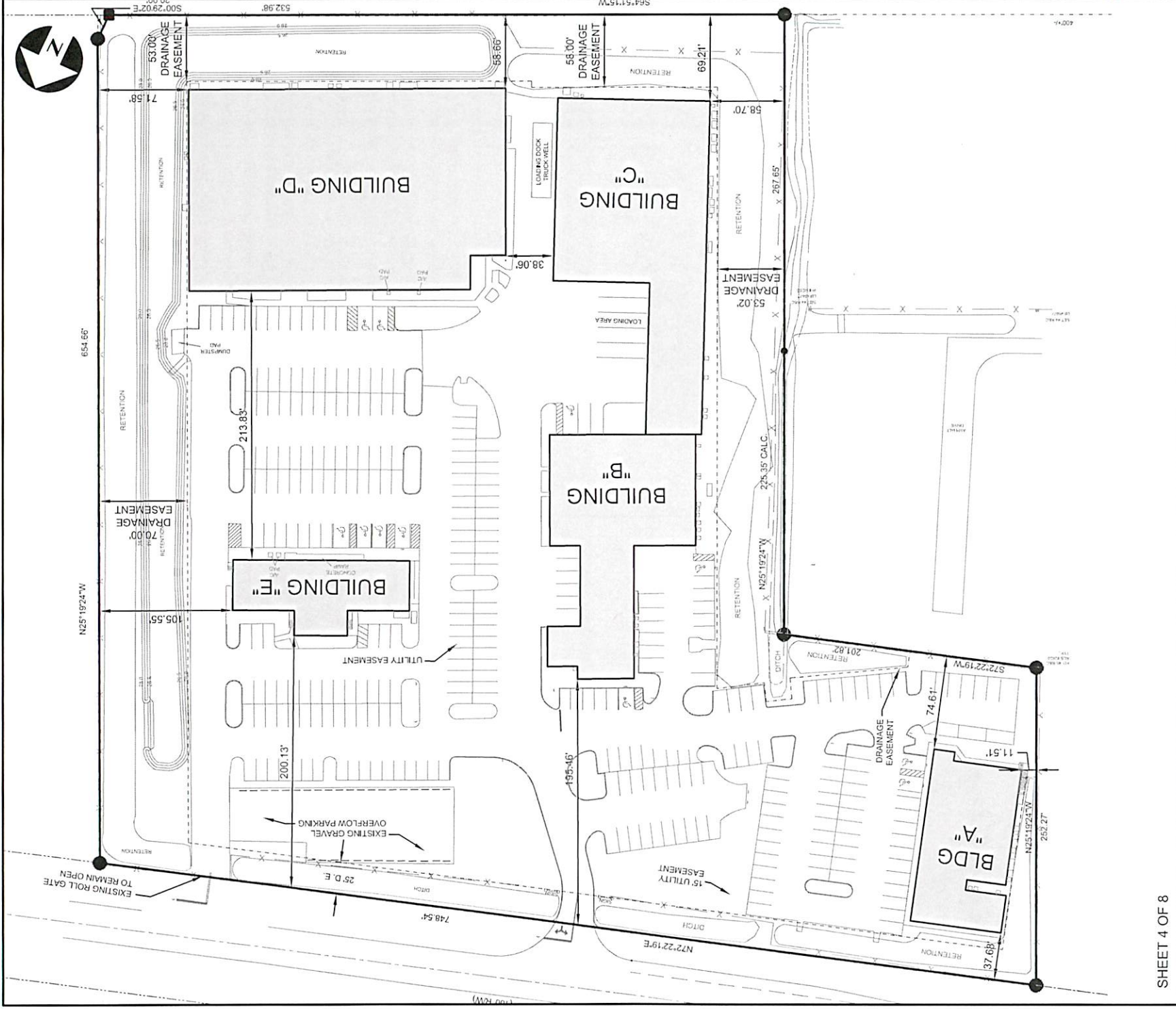
DATE: 3/7/18; 5/9/18; 5/31/18  
6/19/18; 6/21/18

## THE PERFORMANCE GROUP

CIVIL ENGINEERING / PLANNING / DEVELOPMENT



JOSEPH H. HOPKINS, P.E. NO. 48059  
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SHEET 4 OF 8

## EXHIBIT B - EXISTING CONDITIONS PARENT TRACT

PROJECT: DME PD AGREEMENT

SCALE: 1"=100'

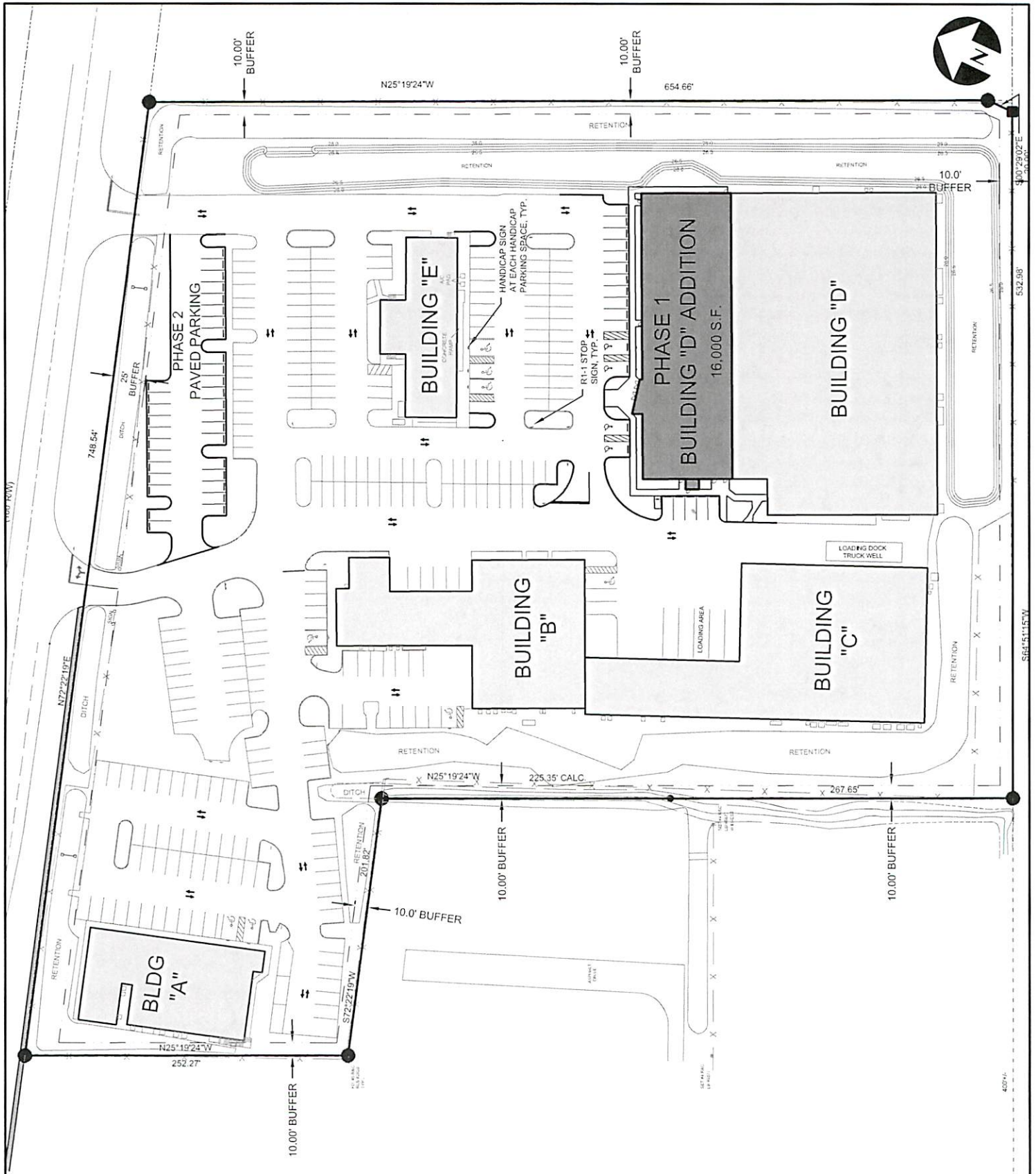
FILE: REV PD AGREEMENT\250-REV PD 4

DATE: 3/7/18; 5/9/18; 5/31/18  
6/19/18; 6/21/18

**THE PERFORMANCE GROUP**  
CIVIL ENGINEERING / PLANNING / DEVELOPMENT



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SHEET 5 OF 8

# EXHIBIT B - PROPOSED PARENT TRACT

**THE PERFORMANCE GROUP**  
 CIVIL ENGINEERING / PLANNING / DEVELOPMENT

PROJECT: DME PD AGREEMENT

SCALE: 1"=100'

FILE: REV PD AGREEMENT\250-REV PD 4

DATE: 3/7/18; 5/9/18; 5/31/18  
 6/19/18; 6/21/18



JOSEPH H. HOPKINS, P.E. NO. 48059  
 100 MARINA POINT DR., DAYTONA BEACH, FL. 32114  
 TELEPHONE: (386) 239-7166 FAX: (386) 239-7120

**LOT SUMMARY: (EXISTING)**

| BUILDING | GROSS LOT AREA | BUILDING AREA (GFA) | BUILDING AREA (FOOT PRINT) | COVERAGE AREA (%) |
|----------|----------------|---------------------|----------------------------|-------------------|
| TRACT    | 140,583 S.F.   | -                   | -                          | -                 |
| TOTAL    | 140,583 S.F.   | -                   | -                          | -                 |

**PARKING SUMMARY (EXISTING)**

| PARKING REQ'D | PARKING PROV'D |
|---------------|----------------|
| -             | -              |

**LOT SUMMARY: (PROPOSED)**

| BUILDING | GROSS LOT AREA | BUILDING AREA (GFA) | BUILDING AREA (FOOT PRINT) | COVERAGE AREA (%) |
|----------|----------------|---------------------|----------------------------|-------------------|
| A        | -              | 12,000 S.F.         | 6,000 S.F.                 | 4.3%              |
| B        | -              | 12,000 S.F.         | 6,000 S.F.                 | 4.3%              |
| C        | -              | 15,000 S.F.         | 15,000 S.F.                | 10.6%             |
| TRACT    | 140,583 S.F.   | -                   | -                          | -                 |
| TOTAL    | 140,583 S.F.   | 39,000 S.F.         | 27,000 S.F.                | 19.2%             |

**PARKING SUMMARY (PROPOSED)**

| PARKING REQ'D | PARKING PROV'D |
|---------------|----------------|
| 12            | 51             |

**EXHIBIT B - SATELLITE TRACT**

**THE PERFORMANCE GROUP**

CIVIL ENGINEERING / PLANNING / DEVELOPMENT



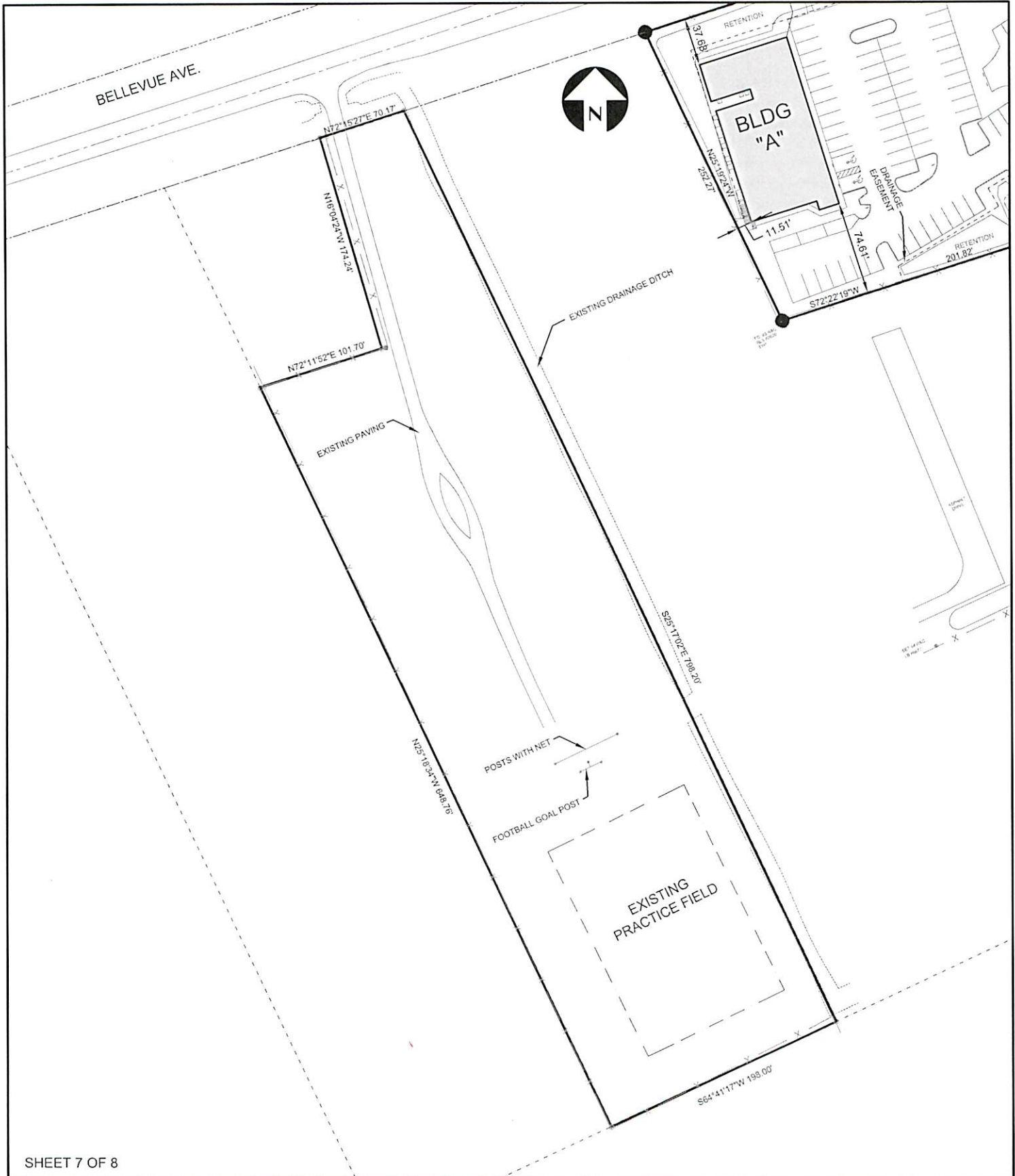
JOSEPH H. HOPKINS, P.E. NO. 48059  
 100 MARINA POINT DR., DAYTONA BEACH, FL. 32114  
 TELEPHONE: (386) 239-7166 FAX: (386) 239-7120

PROJECT: DME PD AGREEMENT

SCALE: NONE

FILE: REV PD AGREEMENT\250-REV PD 4

DATE: 3/7/18; 5/9/18; 5/31/18  
 6/19/18; 6/21/18



SHEET 7 OF 8

## EXHIBIT B - EXISTING CONDITIONS SATELLITE TRACT

**THE PERFORMANCE GROUP**  
CIVIL ENGINEERING / PLANNING / DEVELOPMENT

PROJECT: DME PD AGREEMENT

SCALE: 1"=100'

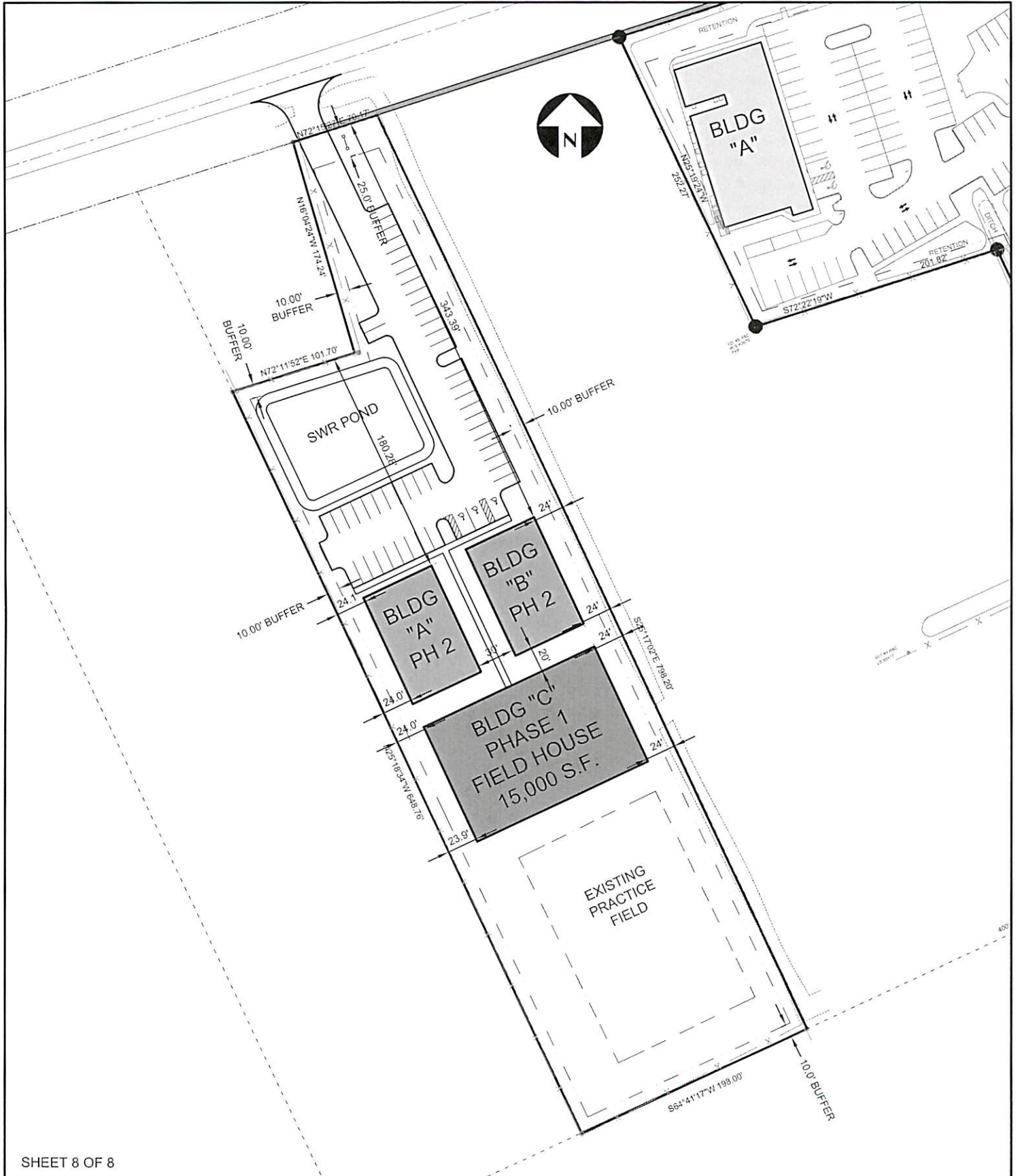
FILE: REV PD AGREEMENT\250-REV PD 4

DATE: 3/7/18; 5/9/18; 5/31/18  
6/19/18; 6/21/18



JOSEPH H. HOPKINS, P.E. NO. 48059  
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SHEET 8 OF 8

# EXHIBIT B - PROPOSED SATELLITE TRACT

**THE PERFORMANCE GROUP**  
 CIVIL ENGINEERING / PLANNING / DEVELOPMENT

PROJECT: DME PD AGREEMENT

SCALE: 1"=100'

FILE: REV PD AGREEMENT\250-REV PD 4

DATE: 3/7/18; 5/9/18; 5/31/18  
 6/19/18; 6/21/18



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**EXHIBIT C**  
**SIGN PLAN**

# THE PERFORMANCE GROUP

CIVIL ENGINEERING / PLANNING / DEVELOPMENT



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 100 MARINA POINT DR., DAYTONA BEACH, FL. 32114  
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# EXHIBIT C - OVERALL SIGN PLAN

PROJECT: DME PD AGREEMENT

SCALE: 1"=200'  
 DATE: 3/7/18; 5/9/18; 5/31/18  
 6/19/18; 6/21/18

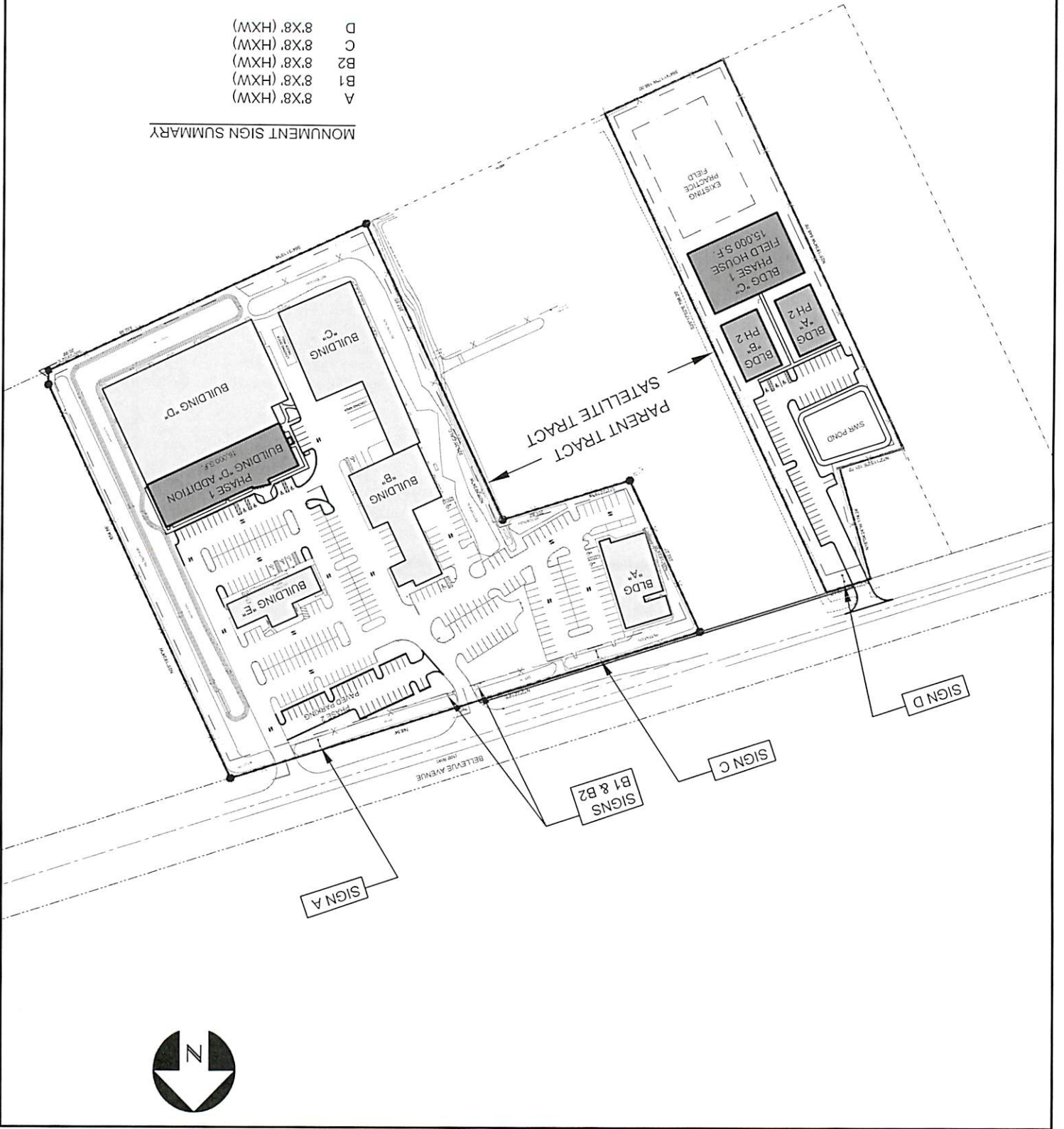
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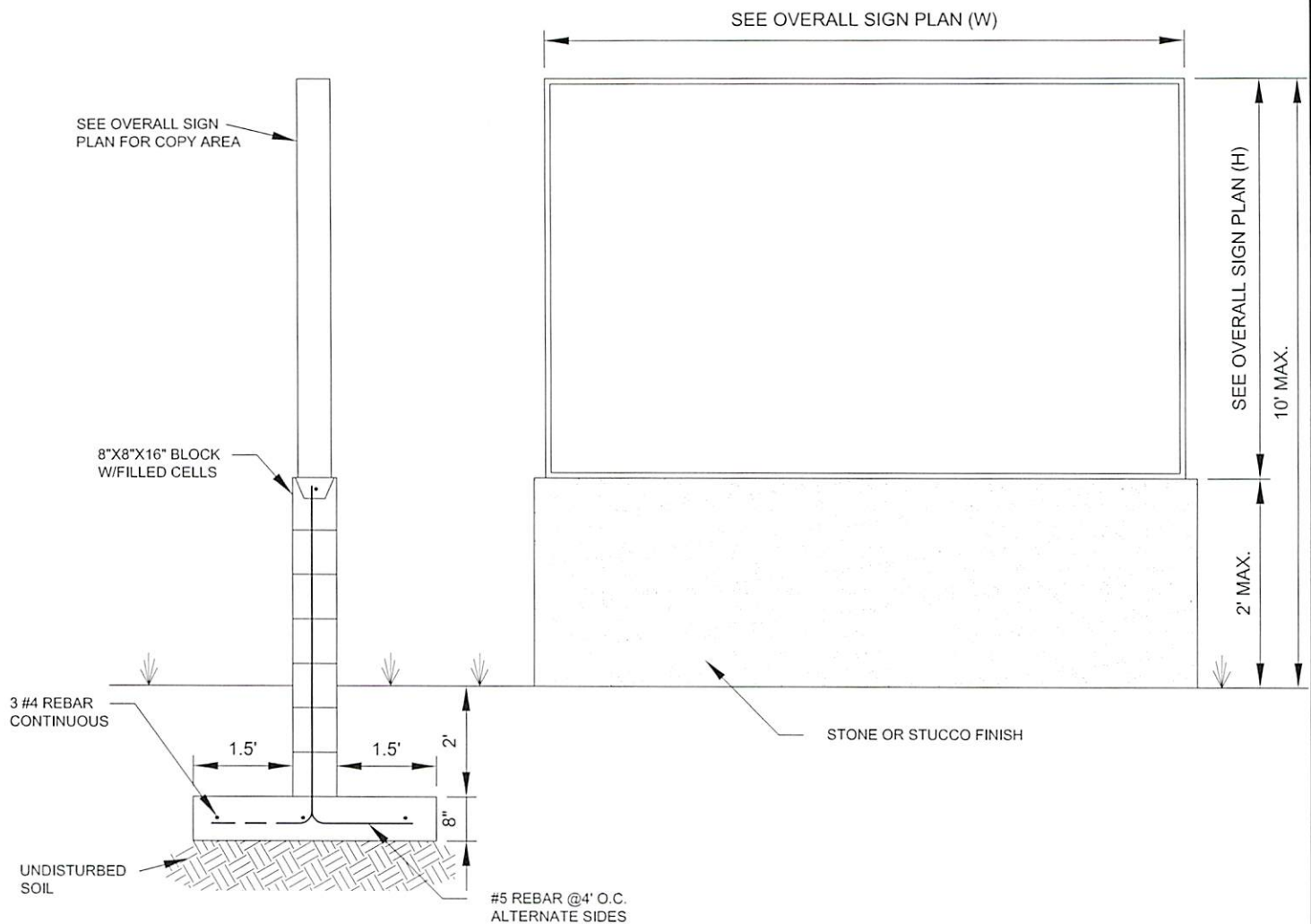
SHEET 1 OF 2

NOTE: FINAL PLACEMENT OF SIGNS MAY VARY BASED ON FINAL DESIGN AND PERMITTING.

### MONUMENT SIGN SUMMARY

- A 8'X.8' (HXW)
- B1 8'X.8' (HXW)
- B2 8'X.8' (HXW)
- C 8'X.8' (HXW)
- D 8'X.8' (HXW)





NOTE: FINAL PLACEMENT OF SIGNS MAY VARY BASED ON FINAL DESIGN AND PERMITTING.

SHEET 2 OF 2

## EXHIBIT C - MONUMENT SIGN DETAIL

**THE PERFORMANCE GROUP**

CIVIL ENGINEERING / PLANNING / DEVELOPMENT



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TELEPHONE: (386) 239-7166 FAX: (386) 239-7120

PROJECT: DME PD AGREEMENT

SCALE: NONE

FILE: REV PD AGREEMENT\250-REV PD 4

DATE: 3/7/18; 5/9/18; 5/31/18  
6/19/18; 6/21/18

**EXHIBIT D**  
**BUILDING ELEVATIONS**



## BUILDING A

SHEET 1 OF 4

### EXHIBIT D - BUILDING ELEVATION PHOTOS

### THE PERFORMANCE GROUP

CIVIL ENGINEERING / PLANNING / DEVELOPMENT



PROJECT: DME PD AGREEMENT

SCALE: NONE

FILE: REV PD AGREEMENT\250-REV PD 4

DATE: 3/7/18; 5/9/18; 5/31/18  
6/19/18; 6/21/18

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## BUILDINGS B & C

SHEET 2 OF 4

### EXHIBIT D - BUILDING ELEVATION PHOTOS

PROJECT: DME PD AGREEMENT

SCALE: NONE

FILE: REV PD AGREEMENT\250-REV PD 4

DATE: 3/7/18; 5/9/18; 5/31/18  
6/19/18; 6/21/18

### THE PERFORMANCE GROUP

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## BUILDING D

SHEET 3 OF 4

### EXHIBIT D - BUILDING ELEVATION PHOTOS

**THE PERFORMANCE GROUP**  
CIVIL ENGINEERING / PLANNING / DEVELOPMENT

PROJECT: DME PD AGREEMENT

SCALE: NONE

FILE: REV PD AGREEMENT\250-REV PD 4

DATE: 3/7/18; 5/9/18; 5/31/18  
6/19/18; 6/21/18



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## BUILDING E

SHEET 4 OF 4

### EXHIBIT D - BUILDING ELEVATION PHOTOS

PROJECT: DME PD AGREEMENT

SCALE: NONE

FILE: REV PD AGREEMENT\250-REV PD 4

DATE: 3/7/18; 5/9/18; 5/31/18  
6/19/18; 6/21/18

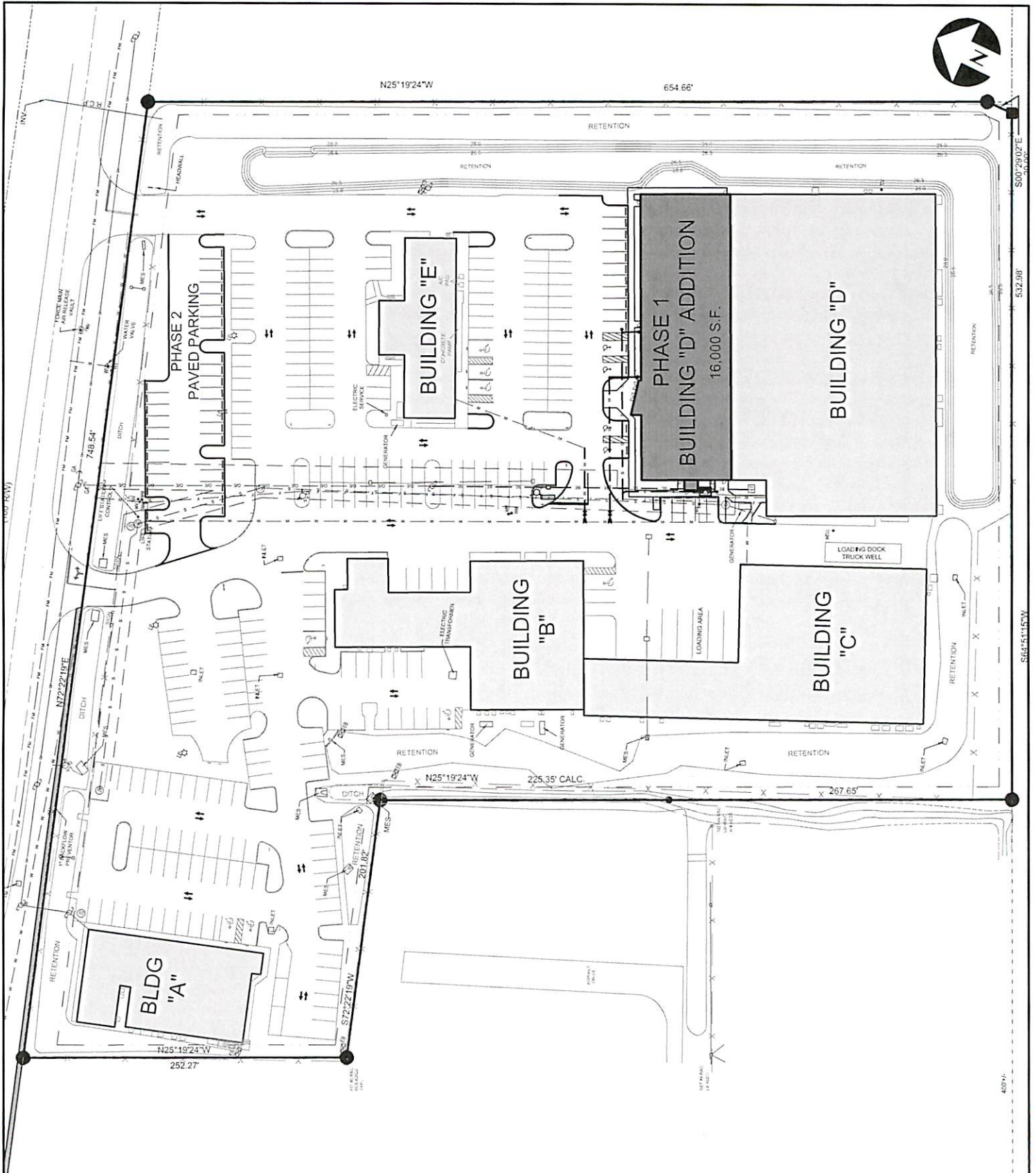
### THE PERFORMANCE GROUP

CIVIL ENGINEERING / PLANNING / DEVELOPMENT



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**EXHIBIT E**  
**UTILITIES - PARENT TRACT**



SHEET 1 OF 1

**EXHIBIT E - UTILITIES - PARENT TRACT**

**THE PERFORMANCE GROUP**  
 CIVIL ENGINEERING / PLANNING / DEVELOPMENT

PROJECT: DME PD AGREEMENT

SCALE: 1"=100'

FILE: REV PD AGREEMENT\250-REV PD 4

DATE: 3/7/18; 5/9/18; 5/31/18  
 6/19/18; 6/21/18



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