

This document prepared by:

**STATE OF FLORIDA**

**THIRD AMENDMENT TO BEST BUY  
PLANNED DISTRICT AGREEMENT**

**COUNTY OF VOLUSIA**

**THIS THIRD AMENDMENT TO BEST BUY PLANNED DISTRICT AGREEMENT** (“Third Amendment to PD”) is made and entered into by and between The City of Daytona Beach, a Florida municipal corporation (the “City”) whose address is 301 S. Ridgewood Avenue, Daytona Beach, Florida 32114, and Best Buy Stores, L.P., a Virginia limited partnership (“Best Buy”), whose address is 7601 Penn Avenue South, Richfield, Minnesota 55423, Attn: Legal Department – Real Estate.

WHEREAS, the City, Best Buy, Inc., and Volusia Jai-Alai, Inc. entered into the Best Buy Planned Commercial Development Agreement, recorded in Official Records Book 3992, page 706, as Instrument #95038449, Public Records of Volusia County, Florida (“Original PCD”).

WHEREAS, the Original PCD was amended by the First Amendment to the Best Buy Planned Commercial Development Agreement, recorded in Official Records Book 5036, Page 1334, as Instrument #2003-061917, Public Records of Volusia County, Florida (“First Amendment to PCD”), and as amended by a Second Amendment to Best Buy Planned Commercial Development Agreement, recorded in Official Records Book 5781, Page 3462, as Instrument #2006-057442, Public Records of Volusia County, Florida, and as also recorded in Official Records Book 5791, Page 1412, as Instrument #2006-070827, Public Records of Volusia County, Florida (“Second Amendment to PCD”).

WHEREAS, for purposes hereof the term “Best Buy PD” shall collectively include the Original PCD, the First Amendment to PCD, and the Second Amendment to PCD.

WHEREAS, Best Buy proposes to amend the Best Buy PD to allow additional wall signage on the Best Buy retail facility.

WHEREAS, the City is willing to grant Best Buy’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 Best Buy hereby agree to amend the Best Buy PD as follows:

1. Amendment to Section 3, titled "Description of Development".

The following paragraph found in both Section 3.(c).iv. of the Original PCD and in the First Amendment to PCD are hereby deleted in their entirety:

“ iv. The Best Buy retail facility will have two signs, with the western most sign not to exceed 400 sq. ft. and the southern exposure sign not to exceed 150 sq. ft., as depicted on Exhibit “C”.”

and replaced with the following:

“ iv. The Best Buy retail facility will have the following wall signs, all as depicted on Exhibit “C-2”, attached hereto:

(a) as to the west elevation [storefront], a sign not to exceed 400 square feet;

(b) as to the south elevation:

(1) the replacement of the western exposure [left hand corner] sign (which was not to exceed 150 square feet) with a sign not to exceed 300 square feet,

(2) a sign on the eastern exposure [right hand corner] not exceed 300 square feet; and

(3) the relocation of the existing 18 square foot directional sign from over the install bay doors to over the door next to the install bay doors.

(c) as to the east elevation, a sign not to exceed 300 square feet.”

2. This Third Amendment to PD shall be effective on the date of recording in the Public records of Volusia County, Florida.

3. The Best Buy PD, as amended by this Third Amendment to PD, shall remain in full force and effect except with respect to those matters specifically amended by this Third Amendment to PD.

[Remainder of Page Intentionally Left Blank]

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

WITNESSES:

THE CITY OF DAYTONA BEACH, a Florida municipal corporation

\_\_\_\_\_  
Name: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_ and \_\_\_\_\_, as \_\_\_\_\_ and \_\_\_\_\_, respectively, of the City of Daytona Beach, a Florida municipality, on behalf of the city. They are personally known to me or have produced \_\_\_\_\_ as identification.

NOTARY PUBLIC:

\_\_\_\_\_  
Notary Public, State of Florida at Large  
Commission Number: \_\_\_\_\_

WITNESSES:

BEST BUY STORES, L.P., a Virginia limited partnership

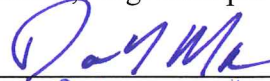


Name: Frank Jared



Name: Carol Hepler

By: BBC Property Co., a Minnesota corporation, its general partner



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

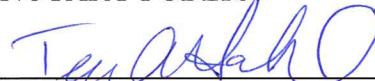
Name: Pat R. Matre

Title: Vice President

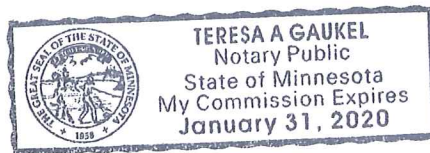
STATE OF MINNESOTA  
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this 17th day of July, 2018, by Pat R. Matre, as Vice President of the BBC Property Co., a Minnesota corporation, the general partner of Best Buy Stores, L.P., a Virginia limited partnership. He/She is personally known to me or have produced \_\_\_\_\_ as identification.

NOTARY PUBLIC:



Notary Public, State of Minnesota



**EXHIBIT C-2 to Third Amendment to PCD**

[see attached]



BEFORE

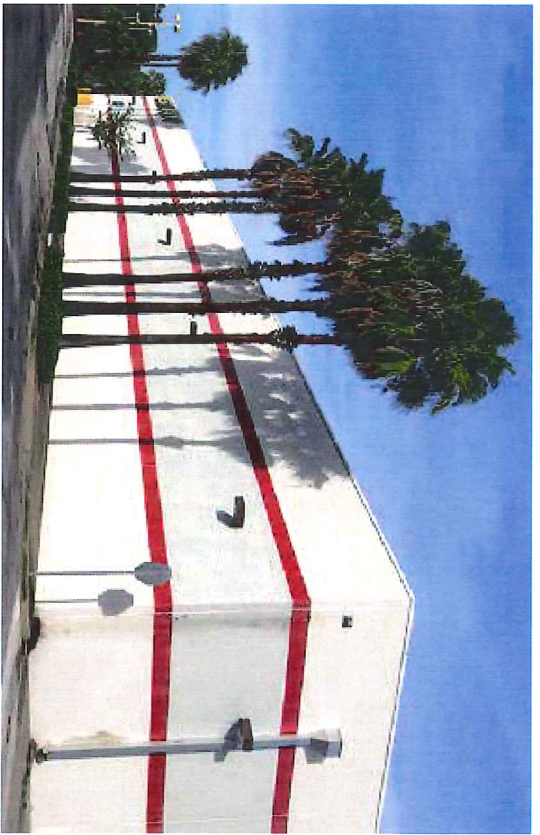


AFTER



**DISCLAIMER:** Renderings are for graphic purposes only and not intended for actual construction dimensions. For windload requirements, actual dimensions and mounting detail, please refer to engineering specifications and install drawings. These drawings and designs are the exclusive property of Everbrite, LLC. Use of, or duplication in any manner without express written permission of Everbrite, LLC is prohibited.

Customer: BBY: Best Buy	Scale: NTS	Description: 300 Sq. Ft. Ticket, Blue Wedge	Customer Approval: Graphics and colors on file will be used unless otherwise specified by customer. Please review drawing carefully. By signing below, you agree to graphics as shown above, and to location of sign as shown. Please return signed copy back to Everbrite.
Project No: 358106	Drawn By: DB	Revised:	CUSTOMER SIGNATURE _____ DATE _____
Date: 2/2/17	Site No: BBY515	Revised:	LANDLORD SIGNATURE _____ DATE _____
Location: Daytona Beach, FL			



BEFORE

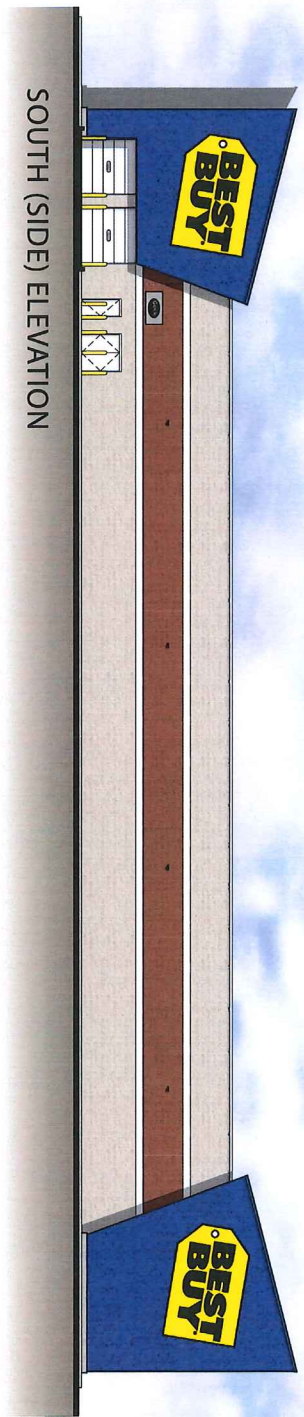


AFTER

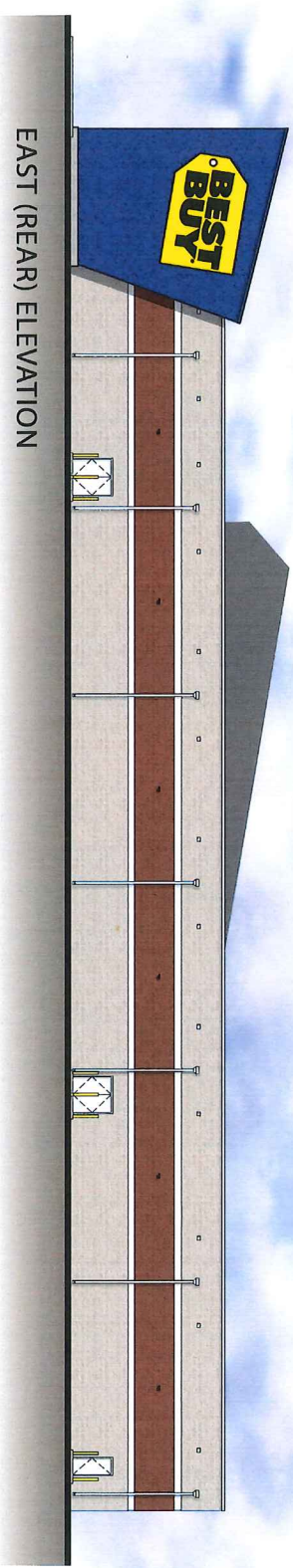


**DISCLAIMER:** Renderings are for graphic purposes only, and not intended for actual construction dimensions. For windload requirements, actual dimensions and mounting detail, please refer to engineering specifications and install drawings. These drawings and designs are the exclusive property of Everbrite LLC. Use of, or duplication in any manner without express written permission of Everbrite LLC is prohibited.

Customer: BBY: Best Buy		Description: 300 Sq. Ft. Ticket, Blue Wedge		Customer Approval: Graphics and colors on file will be used unless otherwise specified by customer. Please review drawing carefully. By signing below, you agree to graphics as shown above, and to location of sign as shown. Please return signed copy back to Everbrite.	
Project No: 358108	Scale: NTS	Drawn By: DB	Revised:	CUSTOMER SIGNATURE _____	DATE _____
Date: 2/2/17		Location: Daytona Beach, FL	Revised:	LANDLORD SIGNATURE _____	DATE _____
		Site No: BBY515			



SOUTH (SIDE) ELEVATION



EAST (REAR) ELEVATION

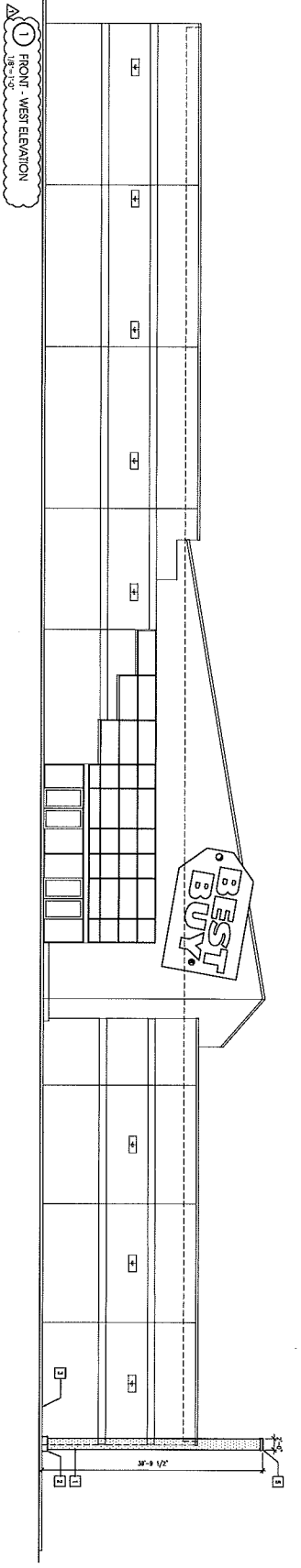
PROPOSED ELEVATIONS  
NOT TO SCALE



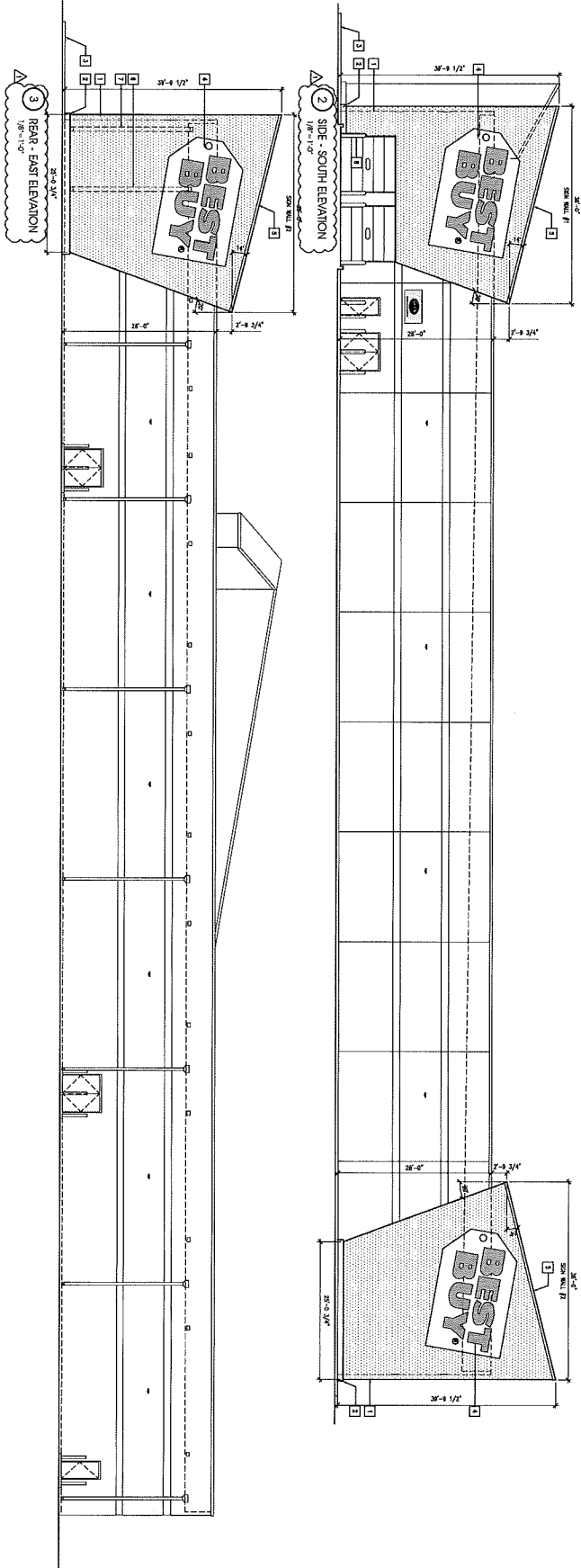
**BEST BUY**  
1900 W. INTERNATIONAL SPEEDWAY BLVD  
DAYTONA BEACH, FL 32114

THE COLORS SHOWN IN THIS RENDERING ARE CLOSE APPROXIMATIONS. DUE TO INK VARIATIONS AND DIFFERENCES IN PRINTERS, AN EXACT COLOR MATCH CANNOT BE ASSURED. THE VIEWERS IS ADVISED TO USE THE RENDERING AS A GUIDE ONLY FOR THE APPROXIMATION OF COLORS ON THE BUILDING, AND TO REFER TO THE ACTUAL COLOR OR MATERIAL SAMPLES PROVIDED.





1 FRONT - WEST ELEVATION  
1/8" = 1' = 0"



2 SIDE - SOUTH ELEVATION  
1/8" = 1' = 0"

3 REAR - EAST ELEVATION  
1/8" = 1' = 0"

**GENERAL NOTES:**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.
2. ALL MATERIALS SHALL BE OF THE HIGHEST QUALITY AND SHALL BE APPROVED BY THE ARCHITECT.
3. ALL WORK SHALL BE COMPLETED BY THE PROPOSED CONTRACTOR.
4. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
5. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED BUDGET.
6. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED SCOPE.
7. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED AREA.
8. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED PERMITS.
9. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED REGULATIONS.
10. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED STANDARDS.

**CONSTRUCTION NOTES:**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.
2. ALL MATERIALS SHALL BE OF THE HIGHEST QUALITY AND SHALL BE APPROVED BY THE ARCHITECT.
3. ALL WORK SHALL BE COMPLETED BY THE PROPOSED CONTRACTOR.
4. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
5. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED BUDGET.
6. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED SCOPE.
7. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED AREA.
8. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED PERMITS.
9. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED REGULATIONS.
10. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED STANDARDS.

**INTERPLANS**  
ARCHITECTURE  
ENGINEERING  
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PH: 415.764.2200  
WWW.INTERPLANS.COM



1001 W. 4th Avenue, Suite 100  
Denver, Colorado 80202  
DATE: 11.15.14  
**A2.1**  
ARCHITECTURE  
EXTERIOR ELEVATIONS  
PROJECT: STORAGE REMODEL

PROJECT: STORAGE REMODEL