

Document prepared by:

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

PRESERVE AT LPGA PLANNED DISTRICT AGREEMENT

The CITY OF DAYTONA BEACH, FLORIDA, a Florida municipal corporation located in Volusia County, Florida ("City"), and Consolidate Tomoka Land Co, the record title property owner ("Owner"), and Alsop Companies, LLC ("Developer"), 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 130 acres of real property ("Property") and is described in Exhibit "A", attached hereto and by reference made a part hereof.

B. The Property is currently under the sole ownership of Owner but is under contract for purchase by Developer.

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.

Exhibit B: PD Master Plan, revised August 3, 2018, prepared by ETM, Inc.

Exhibit C: Architectural Elevations, prepared by Landon Homes LLC

Exhibit D: Typical Landscape Plan, dated August 3, 2018, prepared by ETM, Inc.

Exhibit E: Typical Entry Sign Concept, August 3, 2018, prepared by ETM, Inc.

3. DEVELOPMENT PLAN.

A. Developer has designated the Property as "The **Preserve at LPGA**".

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 Master Plan & Narrative). Exhibit B generally depicts the planned layout of lots, roadways, open space and parks, and common areas, and other planned features or improvements to the Property.

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

- (1) Maximum building height of 35 feet.
- (2) Maximum individual building size: 4,000 sf.
- (3) Principal Structure Minimum Setbacks: interior side 5 ft.; street side 10; ft.; front 25 ft.; rear 20 ft.
- (4) Accessory Structure Setbacks:
Air Conditioning/Heating Units: 3 ft. The minimum separation between air condition/heating units on adjoining lots is 10 feet.
Swimming Pool/Pool Deck: 5 ft.
- (5) All Other Accessory Structures (less than 200 sf): 5 ft.
- (6) 55% Maximum building coverage.
- (7) 0.6 Floor Area Ratio.
- (8) 20% Minimum open space.
- (9) 85% Maximum impervious surface area of individual lots.
- (10) Maximum gross density 2 (du/ac); Maximum net density 4 (du/ac).
- (10) Minimum lot width: 40 feet.
- (10) Minimum lot depth: 120 feet.
- (13) Minimum lot area: 5,000 square feet.
- (14) Minimum street frontage: 50 feet, except irregularly shaped lots may be a minimum of 20 feet.
- (15) Slopes within any dry retention pond(s) shall be 4:1 without a fence.
- (16) Dry retention pond(s) shall count toward open space requirements.
- (17) Landscape requirements shall meet the minimum 50' foot scenic buffer criteria for LPGA Blvd.

E. Developer will subdivide the Property in accordance with the requirements of the LDC including required preliminary and final plat approvals for all phases of the Project. As part of the subdivision process, Developer will be responsible for ensuring that the Property will be serviced with public utilities and right-of-way access, and for providing an on-site detention/retention facility. Site development approval is contingent upon approval of the final plat of the property.

F. Landscaping will be provided consistent with the Landscape Plan, attached hereto as Exhibit D, (the "Landscape Plan") and the LDC to the extent landscaping is not shown on the Landscape Plan. Clustering of landscaping requirements shall be permitted so long as the net total landscape material as required herein or as shown on Exhibit D is met, or otherwise meets or exceeds the minimum requirements of the LDC. A minimum 50-foot wide natural vegetative buffer shall be provided along LPGA Boulevard except for the necessary ingress/egress.

G. Parks and recreation shall be provided as generally depicted on the PD Master Plan Exhibit B. Developer shall be permitted to relocate such uses and areas, so long as the relocation is otherwise consistent with this Agreement and the LDC. The neighborhood parks and active recreational facilities may or may not be available to the general public. Recreational opportunities may include passive parks, unpaved walking and hiking trails, sitting areas, picnic areas, greenways and stormwater management facility tracts. Active recreation may include multi-use fields, ballfields, playgrounds, playing courts, pavilions, and similar facilities. All active recreation facilities and areas will meet the requirements of the Florida Accessibility Code for Building Construction.

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 are permitted within the Property, subject to compliance with the Use-Specific Standards set forth in Article 5, LDC:

A. A maximum of 158 Single Family Dwellings including all accessory uses and structures that are permitted in the SFR-5 District as provided for in Section 5.3.B.4. of the LDC shall be allowed.

6. INFRASTRUCTURE.

A. On-site stormwater retention/detention facilities will be constructed in conjunction with the development. The stormwater retention/detention facilities will be maintained at a level consistent with the standards of the St. Johns River Water Management District. Collection and transmission facilities shall be located pursuant to the approved PD Master Plan, or site plans approved for individual lots or structures.

B. The actual location of driveway connections and internal roads and walkways shall be as generally depicted on the PD Master Plan Exhibit B. Developer shall be permitted to relocate such roadways so long as the relocation is otherwise consistent with this Agreement and the LDC.

C. Model homes may be constructed within the Project as part of and during the installation of the subdivision infrastructure. Model homes shall comply with Section 5.4.C.8. of

the LDC except that model homes may consist of up to a total of ten (10%) percent of the platted lots per phase subject to the following:

- (1) A site plan must be submitted depicting the proposed location and associated parking of the model home(s). The details of the site plan must be consistent with the final plat. The site plan must be approved prior to commencement of model home construction.
- (2) All required hydrants must be in place in the vicinity of the model homes with adequate fire flow approved by the Fire Department prior to model home construction.
- (3) Road base shall be stabilized in the vicinity of the proposed model homes and approved by the City prior to occupancy of the model home(s).
- (4) Stormwater management facilities shall be provided to serve the model home(s) and approved by the City prior to construction of the model home(s).
- (5) No model homes may be occupied for residential use until all required subdivision improvements are completed and acceptable to the City.

D. The Utilities Department will require the looping of water mains within cul-de-sacs or dead-end mains where water quality is a concern.

7. PROPERTY OWNERS' ASSOCIATION AND COMMON AREA MAINTENANCE.

A. As used in this section, "common areas" and "common facilities" refer to all lands and all facilities that are intended to be set aside for common ownership, use, or benefit, whether or not identified as common areas on Exhibit B, such as conservation easements, retention ponds, subdivision entry walls, and active and passive recreational areas.

B. Prior to final plat approval or prior to issuance of the first certificate of occupancy within the development, whichever is earlier, Developer will form and incorporate a non-profit property owners' association. The final plat shall include such language as the City may deem necessary to reflect the association's responsibilities. The association shall be responsible for operation, maintenance, and control of all common areas and common facilities, including but not limited to signage, landscaping, stormwater facilities, subdivision rights-of-way and other areas as may be shown on the plat. The association shall have authority to establish and assess dues and fees upon its members in order to recoup the cost of maintenance, and the power to impose and enforce liens against those members who fail to pay such assessments. All persons purchasing property within the project shall be members of the property owners' association. Developer may from time to time add additional covenants and restrictions or make changes in association by-laws as may be required to guarantee that the project will be developed in accordance with the policies outlined in this Agreement.

C. Prior to final plat approval or prior to issuance of the first certificate of occupancy within the development or phase, whichever is earlier, Developer shall complete construction and installation of all common areas and common facilities within the development or phase; or, for those common facilities within a phase that may be susceptible to damage due to remaining construction, the City may allow postponement of this requirement subject to Developer's provision of adequate assurances that the work will be done. For example, the City may require Developer to post a bond

sufficient to cover 120% of the cost of such facilities according to certified estimates. Any bond shall be in a form approved by the City Attorney.

8. ARCHITECTURAL AND DESIGN STANDARDS.

A. All buildings and accessory structures constructed within the Property shall be developed in compliance with the requirements of this section, and with the applicable provisions of the LDC relating to architectural standards where they do not conflict with the provisions of this section.

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

(1) All buildings and accessory structures shall be consistent with a common architectural theme. The theme shall be established by harmoniously coordinating the general appearance of all buildings and accessory structures, including but not limited to: exterior wall finishes or materials; roof styles, slopes, and materials; colors; and architectural details and ornamentation.

(2) All structures shall complement one another and shall convey a sense of quality and permanence. Lower grade materials, such as unfinished concrete and pre-fabricated metal, shall be prohibited.

(3) Corporate prototype design and materials shall be permitted provided they comply with the provisions of this section.

(4) False or real windows shall be provided on all elevations visible from public right of way in sufficient size and number to complement the proportions of the building.

(5) All buildings and accessory structures shall generally be consistent with the Exhibit C (Architectural Elevations) unless, prior to issuance of the initial building permit, Developer submits and the City approves a different conceptual elevation. The City shall have the right to reject any proposed elevation which does not meet the requirements herein, or which involves the use of fewer architectural details and ornamentation than are set forth in Exhibit C.

(6) Through the LDC site plan review process, the City reserves the right to review the proposed construction of all buildings and structures, to recommend the substitution or inclusion of colors, materials, architectural details, and ornamentation, and to require or prohibit the use of the same to ensure compliance with the requirements of this section.

(7) No outside display or storage shall be permitted.

(8) No vending machines shall be permitted on outside walkways or other outdoor pedestrian areas.

(9) The physical appearance of all parking lot lighting fixtures shall be consistent.

9. ENVIRONMENTAL CONSIDERATIONS.

A. Development of the Property shall comply with the LDC tree preservation

requirements.

B. 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.

C. A flood study that establishes the base flood elevation and complies with the City's Floodplain Management Ordinance must be performed by the engineer of record and approved by FEMA prior to CO of any structure.

10. SIGNAGE.

The PD shall have a uniform sign program, as follows: One monument sign located within an island at the project entrance with a maximum sign area of 100 square feet. Maximum height of the subdivision sign will be 6 feet. A typical entry sign concept is shown on Exhibit E.

11. EFFECTIVE DATE; COMPLETION SCHEDULE.

A. This Agreement shall be effective 30 days following 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. Development may occur in a single or multiple phases consistent with City standards and this Agreement. Each phase shall be required to install all necessary infrastructure, including required easements. Developer may grade and clear the road rights-of-way, easements, fire access, and stormwater management facilities prior to plat approval of the lots so long as such grading and clearing is done pursuant to a valid permit from the St. Johns River Water Management District and the City of Daytona Beach.

C. Timing for phased Plat submittals will be dictated by market conditions. The deadline for submittal of the initial Preliminary Plat for the first phase of the project is three (3) years from the date of approval of this Agreement.

D. One 12-month extension of the scheduled application or completion dates may be permitted as a minor modification to this Agreement.

E. 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.

B. In recognition of the City's general authority to rezone and legislate land uses and zoning requirements, all signatories to this Agreement and all individual lot owners, fee titleholders, mortgagees, or lien holders who now or hereafter own property subject to the this Agreement, agree as follows:

(1) The property owners association established pursuant to Section 7 above shall be authorized to represent and execute amendments to the Agreement on behalf of all lot owners other than the owners of lots directly impacted by the amendment.

(2) If the property owners association fails to retain its corporate status, then all directly impacted owners shall be authorized to represent and execute an amendment on behalf of all owners not directly impacted who have received notice of the proposed amendment as required by this Agreement or applicable law.

(3) For purposes of this section, a lot is "directly impacted" by an amendment to this Agreement only where the amendment would revise the listed uses, dimensional requirements, architectural requirements, or sign requirements for that lot.

C. No property owner other than one who actually executes an amendment shall be deemed to have waived his or her right to challenge a proposed or executed amendment in the same manner that an affected property owner may challenge zoning or related lot specific changes for property which is not subject to a planned development agreement. Such challenges include: (i) objections to a proposed amendment before the City Planning Board or City Commission, (ii) seeking certiorari review or injunctive action in relation to the adoption of such amendment as provided by law, or (iii) consistency challenges as provided for in Section 163.3215, Fla. Stat., or any successor provision.

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
Consolidate Tomoka Land Co

Witness 1

Print Name of Witness 1

By: _____
Name:
Title:

Witness 2

Print Name of Witness 2

Date: _____

[Corporate Seal]

Signed, sealed and delivered in the presence of:

DEVELOPER
Alsop Companies LLC

Witness 1

Print Name of Witness 1

By: _____
Name:
Title:

Witness 2

Print Name of Witness 2

Date: _____

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF _____

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. _____

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

EXHIBIT A
Legal Description

PRESERVE AT LPGA

EXHIBIT ALEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 29 AND SECTION 30, TOWNSHIP 15 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY FLORIDA, SAID PARCEL OF LAND ALSO BEING A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4415, PAGE 2540, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

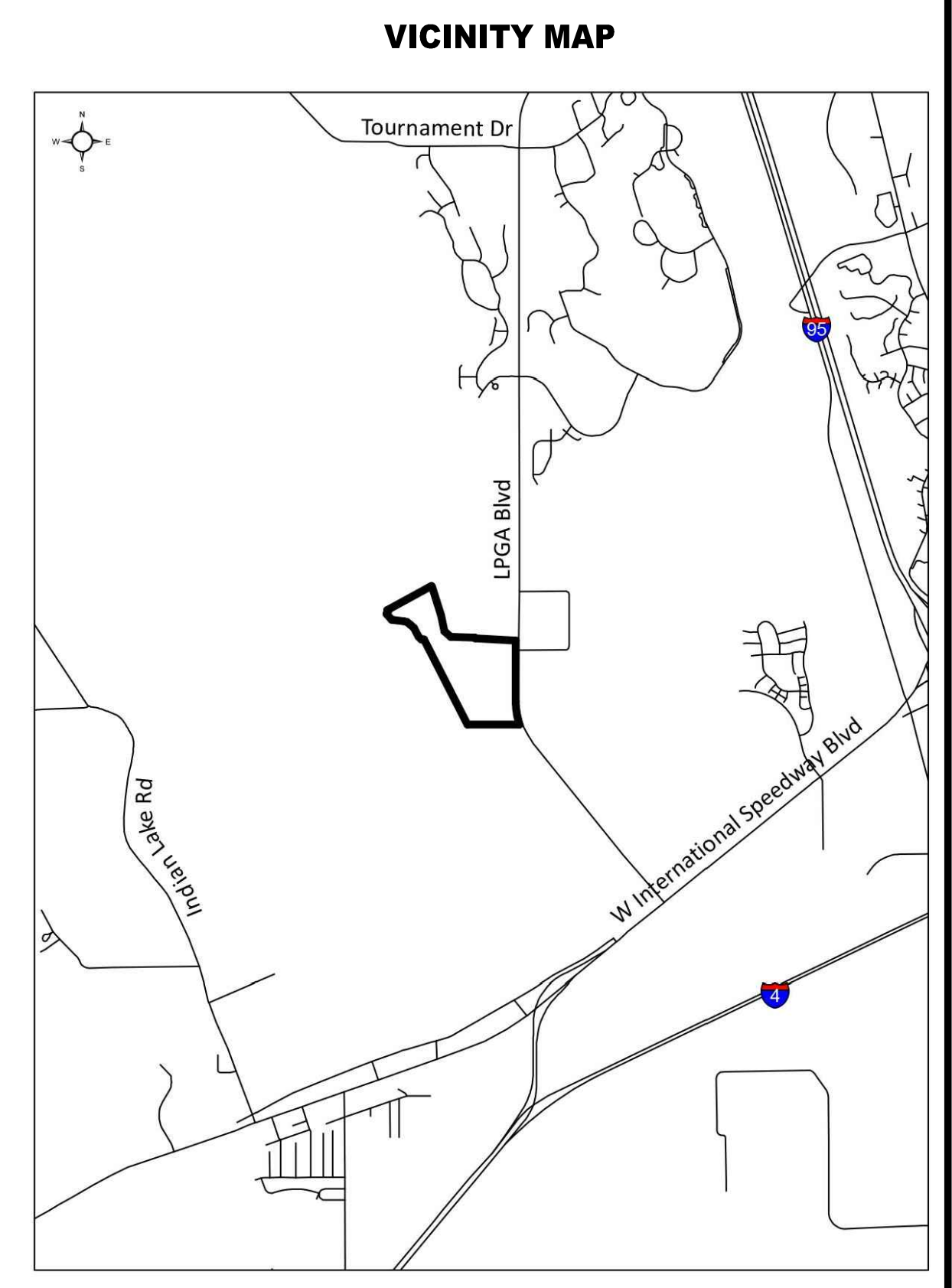
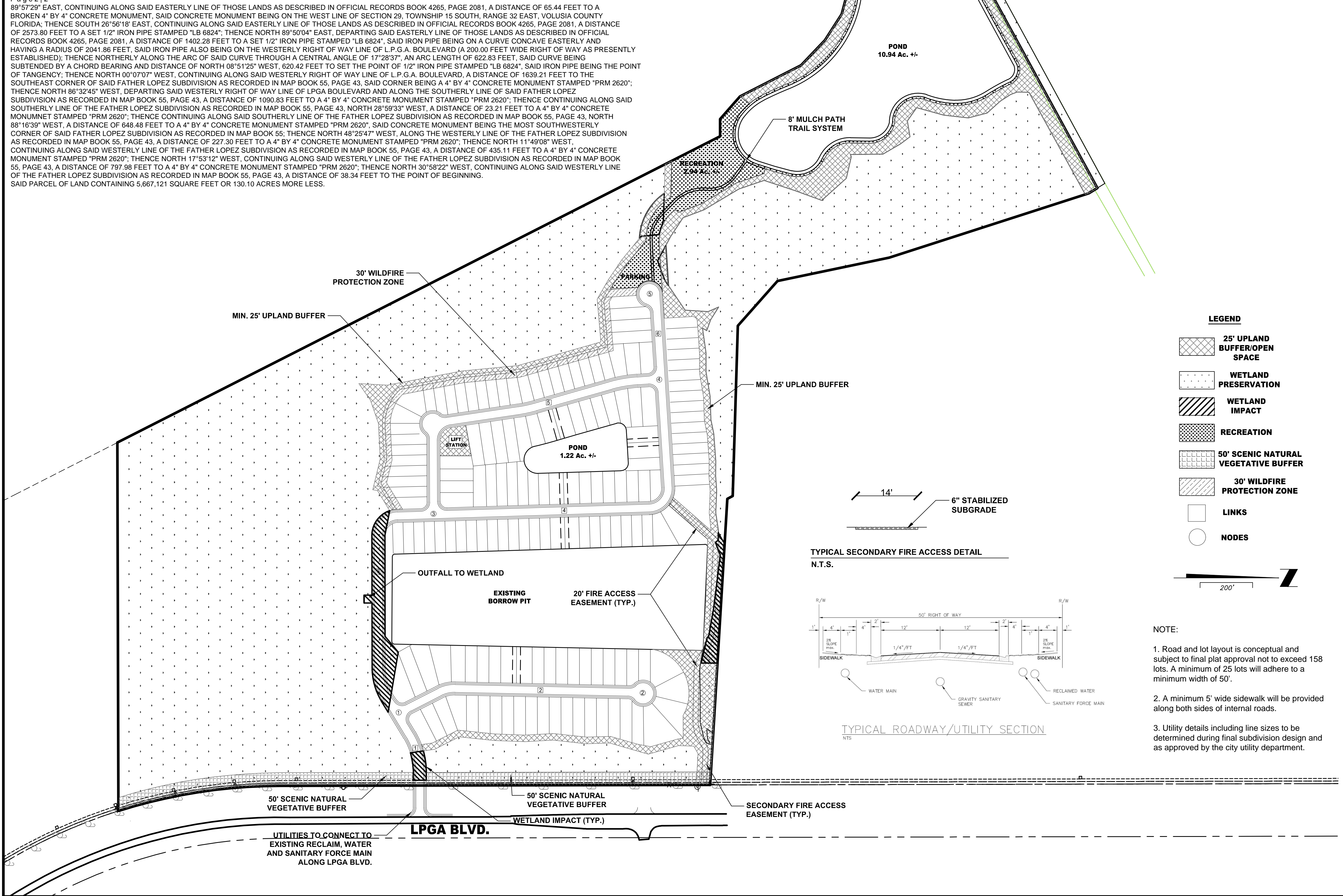
BEGIN AT THE NORTHWEST CORNER OF THE FATHER LOPEZ SUBDIVISION AS RECORDED IN MAP BOOK 55, PAGE 43 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID NORTHWEST CORNER BEING A 4" BY 4" CONCRETE MONUMENT STAMPED "PRM 2620"; THENCE SOUTH 61°21'07" WEST, ALONG THE EXTENDED SOUTH LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 7410, PAGE 2300 OF SAID PUBLIC RECORDS, A DISTANCE OF 1357.37 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 7410, PAGE 2300, SOUTH 28°38'53" EAST, A DISTANCE OF 44.11 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 7410, PAGE 2300, SOUTH 34°06'19" WEST, A DISTANCE OF 70.76 FEET TO THE EASTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4265, PAGE 2081, OF SAID PUBLIC RECORDS; THENCE SOUTH 42°24'02" EAST, ALONG SAID EASTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4265, PAGE 2081 AND DEPARTING SAID SOUTH LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 7410, PAGE 2300, A DISTANCE OF 213.54 FEET TO A 2 1/4" STEEL PIPE WITH AN ALUMINUM CAP STAMPED "LB 1221"; THENCE SOUTH 81°36'17" EAST, ALONG SAID EASTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4265, PAGE 2081, A DISTANCE OF 335.33 FEET TO A 2 1/4" STEEL PIPE WITH AN ALUMINUM CAP STAMPED "LB 1221"; THENCE SOUTH 75°19'24" EAST, CONTINUING ALONG SAID EASTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4265, PAGE 2081, A DISTANCE OF 74.32 FEET TO A 2 1/4" STEEL PIPE WITH AN ALUMINUM CAP STAMPED "LB 1221"; THENCE SOUTH 57°21'39" EAST, CONTINUING ALONG SAID EASTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4265, PAGE 2081, A DISTANCE OF 118.23 FEET TO A 2 1/4" STEEL PIPE WITH AN ALUMINUM CAP STAMPED "LB 1221"; THENCE SOUTH 46°19'56" EAST, CONTINUING ALONG SAID EASTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4265, PAGE 2081, A DISTANCE OF 131.11 FEET TO A 2 1/4" STEEL PIPE WITH AN ALUMINUM CAP STAMPED "LB 1221"; THENCE SOUTH 27°02'34" EAST, CONTINUING ALONG SAID EASTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4265, PAGE 2081, A DISTANCE OF 261.76 FEET TO A 2 1/4" STEEL PIPE WITH AN ALUMINUM CAP STAMPED "LB 1221"; THENCE SOUTH 48°52'29" EAST, CONTINUING ALONG SAID EASTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4265, PAGE 2081, A DISTANCE OF 114.40 FEET TO A SET 1/2" IRON PIPE STAMPED "LB 6824"; THENCE SOUTH

89°57'29" EAST, CONTINUING ALONG SAID EASTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4265, PAGE 2081, A DISTANCE OF 65.44 FEET TO A BROKEN 4" BY 4" CONCRETE MONUMENT, SAID CONCRETE MONUMENT BEING ON THE WEST LINE OF SECTION 29, TOWNSHIP 15 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY FLORIDA; THENCE SOUTH 26°56'18" EAST, CONTINUING ALONG SAID EASTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4265, PAGE 2081, A DISTANCE OF 2573.80 FEET TO A SET 1/2" IRON PIPE STAMPED "LB 6824"; THENCE NORTH 89°50'04" EAST, DEPARTING SAID EASTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4265, PAGE 2081, A DISTANCE OF 1402.28 FEET TO A SET 1/2" IRON PIPE STAMPED "LB 6824", SAID IRON PIPE BEING ON A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 2041.86 FEET, SAID IRON PIPE ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF L.P.G.A. BOULEVARD (A 200.00 FEET WIDE RIGHT OF WAY AS PRESENTLY ESTABLISHED); THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°28'37", AN ARC LENGTH OF 622.83 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 08°51'25" WEST, 620.42 FEET TO SET THE POINT OF 1/2" IRON PIPE STAMPED "LB 6824", SAID IRON PIPE BEING THE POINT OF TANGENCY; THENCE NORTH 00°07'07" WEST, CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE OF L.P.G.A. BOULEVARD, A DISTANCE OF 1639.21 FEET TO THE SOUTHEAST CORNER OF SAID FATHER LOPEZ SUBDIVISION AS RECORDED IN MAP BOOK 55, PAGE 43, SAID CORNER BEING A 4" BY 4" CONCRETE MONUMENT STAMPED "PRM 2620"; THENCE NORTH 86°32'45" WEST, DEPARTING SAID WESTERLY RIGHT OF WAY LINE OF L.P.G.A. BOULEVARD AND ALONG THE SOUTHERLY LINE OF SAID FATHER LOPEZ SUBDIVISION AS RECORDED IN MAP BOOK 55, PAGE 43, A DISTANCE OF 1090.83 FEET TO A 4" BY 4" CONCRETE MONUMENT STAMPED "PRM 2620"; THENCE CONTINUING ALONG SAID SOUTHERLY LINE OF THE FATHER LOPEZ SUBDIVISION AS RECORDED IN MAP BOOK 55, PAGE 43, NORTH 28°59'33" WEST, A DISTANCE OF 23.21 FEET TO A 4" BY 4" CONCRETE MONUMENT STAMPED "PRM 2620"; THENCE CONTINUING ALONG SAID SOUTHERLY LINE OF THE FATHER LOPEZ SUBDIVISION AS RECORDED IN MAP BOOK 55, PAGE 43, NORTH 88°16'39" WEST, A DISTANCE OF 648.48 FEET TO A 4" BY 4" CONCRETE MONUMENT STAMPED "PRM 2620", SAID CONCRETE MONUMENT BEING THE MOST SOUTHWESTERLY CORNER OF SAID FATHER LOPEZ SUBDIVISION AS RECORDED IN MAP BOOK 55; THENCE NORTH 48°25'47" WEST, ALONG THE WESTERLY LINE OF THE FATHER LOPEZ SUBDIVISION AS RECORDED IN MAP BOOK 55, PAGE 43, A DISTANCE OF 227.30 FEET TO A 4" BY 4" CONCRETE MONUMENT STAMPED "PRM 2620"; THENCE NORTH 11°49'08" WEST, CONTINUING ALONG SAID WESTERLY LINE OF THE FATHER LOPEZ SUBDIVISION AS RECORDED IN MAP BOOK 55, PAGE 43, A DISTANCE OF 435.11 FEET TO A 4" BY 4" CONCRETE MONUMENT STAMPED "PRM 2620"; THENCE NORTH 17°53'12" WEST, CONTINUING ALONG SAID WESTERLY LINE OF THE FATHER LOPEZ SUBDIVISION AS RECORDED IN MAP BOOK 55, PAGE 43, A DISTANCE OF 797.98 FEET TO A 4" BY 4" CONCRETE MONUMENT STAMPED "PRM 2620"; THENCE NORTH 30°58'22" WEST, CONTINUING ALONG SAID WESTERLY LINE OF THE FATHER LOPEZ SUBDIVISION AS RECORDED IN MAP BOOK 55, PAGE 43, A DISTANCE OF 38.34 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 5,667,121 SQUARE FEET OR 130.10 ACRES MORE LESS.

EXHIBIT B
PD Master Plan

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 PRESERVE AT LPGA
 EXHIBIT B
 LEGAL DESCRIPTION:
 A PARCEL OF LAND LYING IN SECTION 29 AND SECTION 30, TOWNSHIP 15 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY FLORIDA, SAID PARCEL OF LAND ALSO BEING A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4415, PAGE 2540, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGIN AT THE NORTHWEST CORNER OF THE FATHER LOPEZ SUBDIVISION AS RECORDED IN MAP BOOK 55, PAGE 43 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID NORTHWEST CORNER BEING A 4" BY 4" CONCRETE MONUMENT STAMPED "PRM 2620"; THENCE SOUTH 61°21'07" WEST, ALONG THE EXTENDED SOUTH LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 7410, PAGE 2300 OF SAID PUBLIC RECORDS, A DISTANCE OF 1357.37 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 7410, PAGE 2300, SOUTH 28°38'53" EAST, A DISTANCE OF 44.11 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 7410, PAGE 2300, SOUTH 34°06'19" WEST, A DISTANCE OF 70.76 FEET TO THE EASTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4265, PAGE 2081, OF SAID PUBLIC RECORDS; THENCE SOUTH 42°24'02" EAST, ALONG SAID EASTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4265, PAGE 2081 AND DEPARTING SAID SOUTH LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 7410, PAGE 2300, A DISTANCE OF 213.54 FEET TO A 2 1/4" STEEL PIPE WITH AN ALUMINUM CAP STAMPED "LB 1221"; THENCE SOUTH 81°36'17" EAST, ALONG SAID EASTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4265, PAGE 2081, A DISTANCE OF 335.33 FEET TO A 2 1/4" STEEL PIPE WITH AN ALUMINUM CAP STAMPED "LB 1221"; THENCE SOUTH 75°19'24" EAST, CONTINUING ALONG SAID EASTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4265, PAGE 2081, A DISTANCE OF 74.32 FEET TO A 2 1/4" STEEL PIPE WITH AN ALUMINUM CAP STAMPED "LB 1221"; THENCE SOUTH 57°21'39" EAST, CONTINUING ALONG SAID EASTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4265, PAGE 2081, A DISTANCE OF 118.23 FEET TO A 2 1/4" STEEL PIPE WITH AN ALUMINUM CAP STAMPED "LB 1221"; THENCE SOUTH 46°19'56" EAST, CONTINUING ALONG SAID EASTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4265, PAGE 2081, A DISTANCE OF 131.11 FEET TO A 2 1/4" STEEL PIPE WITH AN ALUMINUM CAP STAMPED "LB 1221"; THENCE SOUTH 27°02'34" EAST, CONTINUING ALONG SAID EASTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4265, PAGE 2081, A DISTANCE OF 261.76 FEET TO A 2 1/4" STEEL PIPE WITH AN ALUMINUM CAP STAMPED "LB 1221"; THENCE SOUTH 48°52'29" EAST, CONTINUING ALONG SAID EASTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4265, PAGE 2081, A DISTANCE OF 114.40 FEET TO A SET 1/2" IRON PIPE STAMPED "LB 6824"; THENCE SOUTH 89°57'29" EAST, CONTINUING ALONG SAID EASTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4265, PAGE 2081, A DISTANCE OF 65.44 FEET TO A BROKEN 4" BY 4" CONCRETE MONUMENT, SAID CONCRETE MONUMENT BEING ON THE WEST LINE OF SECTION 29, TOWNSHIP 15 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY FLORIDA; THENCE SOUTH 26°56'18" EAST, CONTINUING ALONG SAID EASTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4265, PAGE 2081, A DISTANCE OF 2573.80 FEET TO A SET 1/2" IRON PIPE STAMPED "LB 6824"; THENCE NORTH 89°50'04" EAST, DEPARTING SAID EASTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4265, PAGE 2081, A DISTANCE OF 1402.28 FEET TO A SET 1/2" IRON PIPE STAMPED "LB 6824"; SAID IRON PIPE BEING ON A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 2041.86 FEET, SAID IRON PIPE ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF L.P.G.A. BOULEVARD (A 200.00 FEET WIDE RIGHT OF WAY AS PRESENTLY ESTABLISHED); THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°28'37", AN ARC LENGTH OF 622.83 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 08°51'25" WEST, 620.42 FEET TO SET THE POINT OF 1/2" IRON PIPE STAMPED "LB 6824"; SAID IRON PIPE BEING THE POINT OF TANGENCY; THENCE NORTH 00°07'07" WEST, CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE OF L.P.G.A. BOULEVARD, A DISTANCE OF 1639.21 FEET TO THE SOUTHEAST CORNER OF SAID FATHER LOPEZ SUBDIVISION AS RECORDED IN MAP BOOK 55, PAGE 43, SAID CORNER BEING A 4" BY 4" CONCRETE MONUMENT STAMPED "PRM 2620"; THENCE NORTH 86°32'45" WEST, DEPARTING SAID WESTERLY RIGHT OF WAY LINE OF LPGA BOULEVARD AND ALONG THE SOUTHERLY LINE OF SAID FATHER LOPEZ SUBDIVISION AS RECORDED IN MAP BOOK 55, PAGE 43, A DISTANCE OF 1090.83 FEET TO A 4" BY 4" CONCRETE MONUMENT STAMPED "PRM 2620"; THENCE CONTINUING ALONG SAID SOUTHERLY LINE OF THE FATHER LOPEZ SUBDIVISION AS RECORDED IN MAP BOOK 55, PAGE 43, NORTH 28°59'33" WEST, A DISTANCE OF 23.21 FEET TO A 4" BY 4" CONCRETE MONUMENT STAMPED "PRM 2620"; THENCE CONTINUING ALONG SAID SOUTHERLY LINE OF THE FATHER LOPEZ SUBDIVISION AS RECORDED IN MAP BOOK 55, PAGE 43, NORTH 88°16'39" WEST, A DISTANCE OF 648.48 FEET TO A 4" BY 4" CONCRETE MONUMENT STAMPED "PRM 2620"; SAID CONCRETE MONUMENT BEING THE MOST SOUTHWESTERLY CORNER OF SAID FATHER LOPEZ SUBDIVISION AS RECORDED IN MAP BOOK 55; THENCE NORTH 48°25'47" WEST, ALONG THE WESTERLY LINE OF THE FATHER LOPEZ SUBDIVISION AS RECORDED IN MAP BOOK 55, PAGE 43, A DISTANCE OF 227.30 FEET TO A 4" BY 4" CONCRETE MONUMENT STAMPED "PRM 2620"; THENCE NORTH 11°49'08" WEST, CONTINUING ALONG SAID WESTERLY LINE OF THE FATHER LOPEZ SUBDIVISION AS RECORDED IN MAP BOOK 55, PAGE 43, A DISTANCE OF 435.11 FEET TO A 4" BY 4" CONCRETE MONUMENT STAMPED "PRM 2620"; THENCE NORTH 17°53'12" WEST, CONTINUING ALONG SAID WESTERLY LINE OF THE FATHER LOPEZ SUBDIVISION AS RECORDED IN MAP BOOK 55, PAGE 43, A DISTANCE OF 797.98 FEET TO A 4" BY 4" CONCRETE MONUMENT STAMPED "PRM 2620"; THENCE NORTH 30°58'22" WEST, CONTINUING ALONG SAID WESTERLY LINE OF THE FATHER LOPEZ SUBDIVISION AS RECORDED IN MAP BOOK 55, PAGE 43, A DISTANCE OF 38.34 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND CONTAINING 5,667,121 SQUARE FEET OR 130.10 ACRES MORE OR LESS.



SITE DEVELOPMENT SUMMARY

Gross Acreage (GA)	130.10
Development Area (DA)	49.33
Preserved Wetlands	65.27
Single Family Lots	158
Density, DU/gross acre	1.15
Density, DU/net uplands	2.9

OPEN SPACE REQUIREMENT (Acres)

	Open Space (20% of GA)	Recreation (40% of OS)	Canopy (15% of GA)
Minimum Acreage Required	26.02	10.41	19.52
Acreage Planned to be Provided	96	18	70

NOTE: See PD standards sheet for acreage tally and further information

INTENSITY AND DIMENSIONAL STANDARDS

Maximum building coverage	55%
Minimum lot width at building setback line	40'
Minimum lot area	5,000 S.F.
Maximum impervious area	85%
Maximum building height	35 Feet
Maximum principal building setbacks	
Front yard	25 Feet
Interior Side Yard	5 Feet
Street Side Yard	10 Feet
Rear Yard	20 Feet
Accessory structure setbacks	
Air conditioning/heating units	3 ft.
Swimming pool/pool deck	5 ft.
All other accessory structures	5 ft.

Connectivity Index

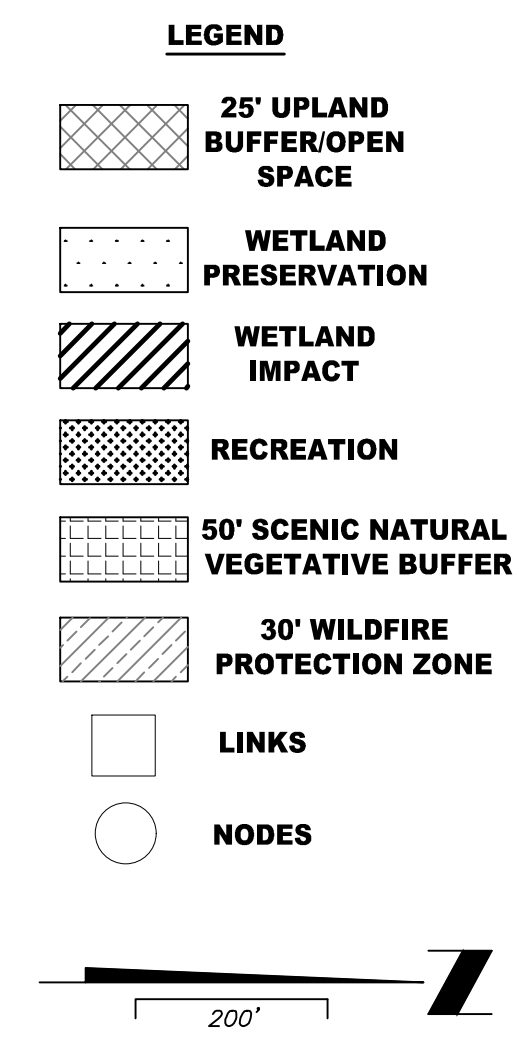
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EXHIBIT B - PD MASTER PLAN SHEET #1/2

THE PRESERVE
08/02/2018

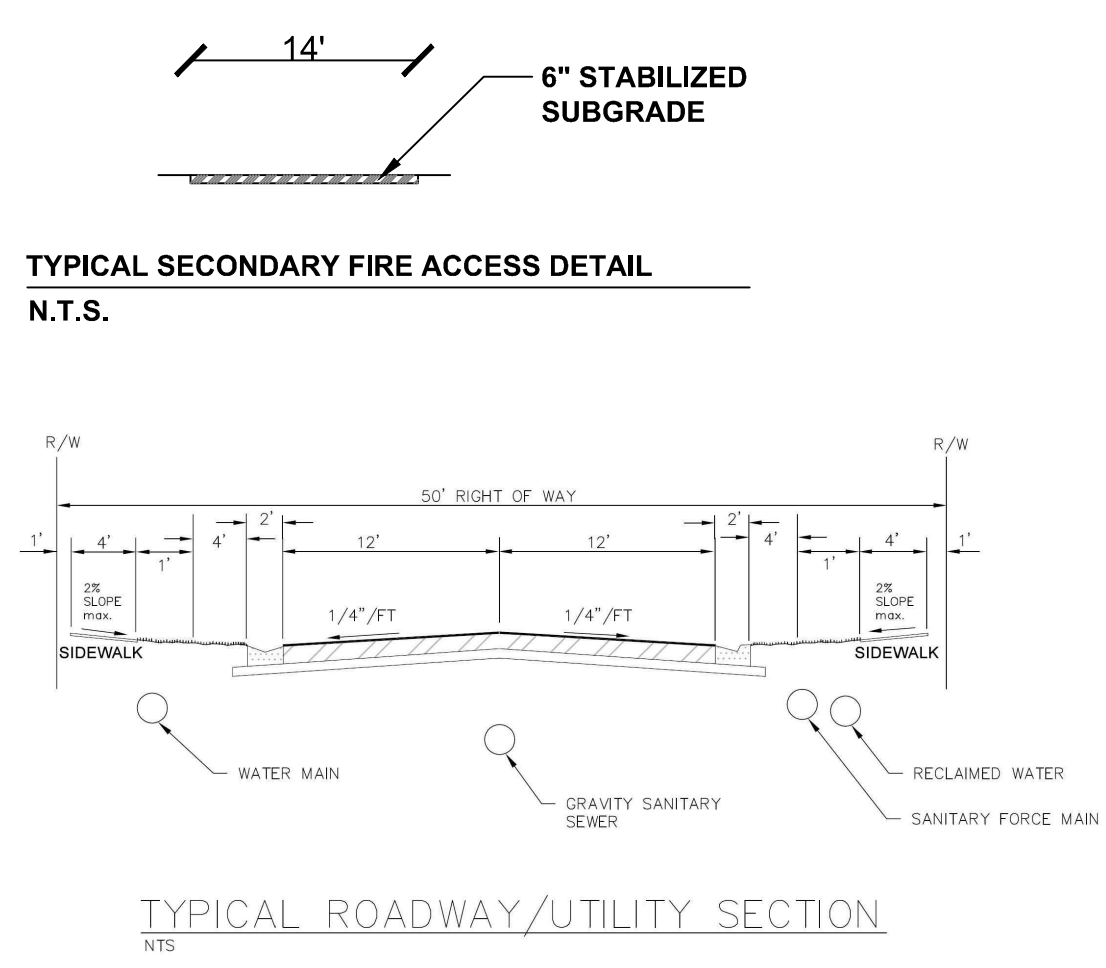
ETM England-Thins & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, FL 32258

TEL: (904) 642-8990
FAX: (904) 646-9485
CA - 00002584 LC - 0000316

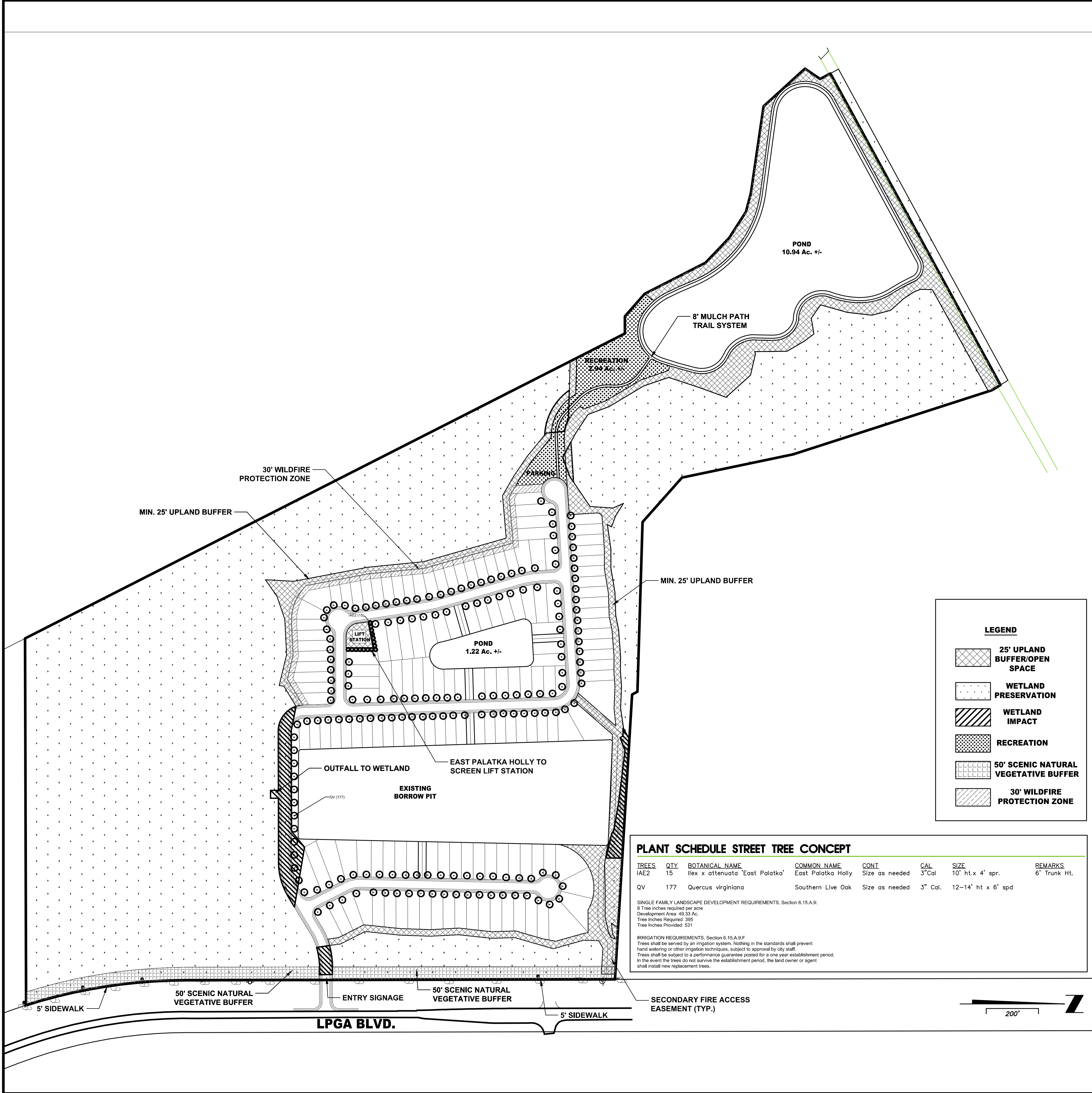


NOTE:

- Road and lot layout is conceptual and subject to final plat approval not to exceed 158 lots. A minimum of 25 lots will adhere to a minimum width of 50'.
- A minimum 5' wide sidewalk will be provided along both sides of internal roads.
- Utility details including line sizes to be determined during final subdivision design and as approved by the city utility department.



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LEGEND

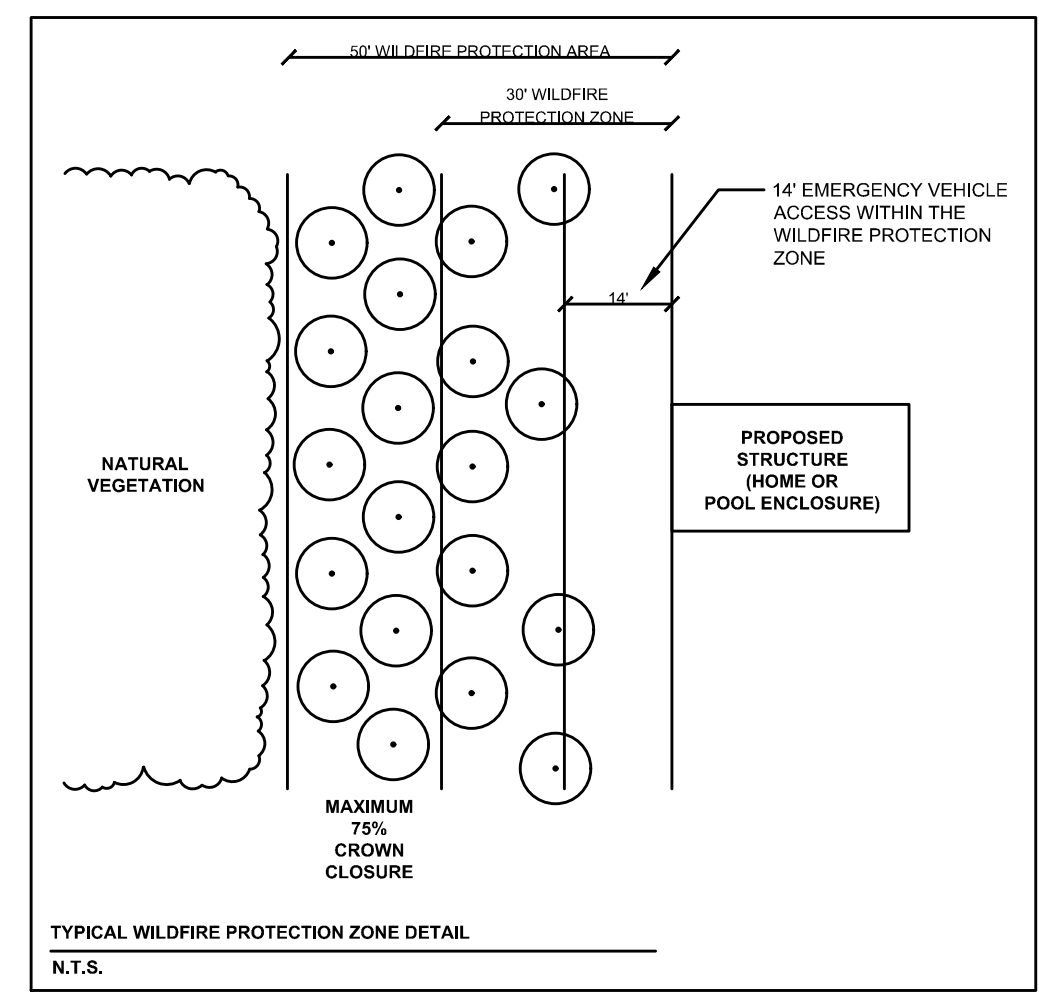
- 25' UPLAND BUFFER/OPEN SPACE
- WETLAND PRESERVATION
- WETLAND IMPACT
- RECREATION
- 50' SCENIC NATURAL VEGETATIVE BUFFER
- 30' WILDFIRE PROTECTION ZONE

PLANT SCHEDULE STREET TREE CONCEPT

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT.	CAL	SIZE	REMARKS
IAE2	15	Ilex x attenuata 'East Palatka'	East Palatka Holly	Size as needed	3" Cal	10' ht. x 4' spr.	6" Trunk Ht.
QV	177	Quercus virginiana	Southern Live Oak	Size as needed	3" Cal.	12-14' ht x 6' spd	

SINGLE FAMILY LANDSCAPE DEVELOPMENT REQUIREMENTS, Section 6.15.A.6:
 6 Tree inches required per acre
 Development Area: 49.33 Ac.
 Tree inches Required: 355
 Tree inches Provided: 531

IRRIGATION REQUIREMENTS, Section 6.15.A.9.F
 Trees shall be served by an irrigation system. Nothing in the standards shall prevent hand watering or other irrigation techniques, subject to approval by city staff.
 Trees shall be subject to a performance guarantee posted for a one year establishment period.
 In the event the trees do not survive the establishment period, the land owner or agent shall install new replacement trees.



- TYPICAL WILDFIRE PROTECTION ZONE**
- 14' EMERGENCY ACCESS PATH IS ALLOWED TO TRAVEL ANYWHERE WITHIN THE 30' WILDFIRE PROTECTION ZONE AS PASSABLE BY EMERGENCY VEHICLES.
 - NO MORE THAN 75% CROWN CLOSURE WITHIN 50'
 - REAR LOT LINE LOCATION MAY VARY WITHIN THE WILDFIRE PROTECTION ZONE OR PROTECTION AREA.
 - TREES SHALL BE REMOVED AS NECESSARY FROM THE WILDFIRE PROTECTION ZONE.

EXHIBIT B - CONCEPTUAL LANDSCAPE PLAN SHEET #2/2

THE PRESERVE
08/03/2018

ETM England-Thins & Miller, Inc.
 14775 Old St. Augustine Road
 Jacksonville, FL 32258
 TEL: (904) 642-8990
 FAX: (904) 646-9485
 CA - 00002584 LC - 0000316

PLOTTED: August 3, 2018 - 11:15 AM, BY: Jeremy Ringler

EXHIBIT C

Architectural Elevations

The Augusta

1436 SQ. FT.

DRAFT



Landon Homes

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FROM THE START



ELEVATION A

ELEVATION B



EQUAL HOUSING
OPPORTUNITY
CRC 1326780

WWW.LANDON-HOMES.NET



The Castine

1735 SQ. FT.

DRAFT



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FROM THE START



ELEVATION A

ELEVATION B



EQUAL HOUSING
OPPORTUNITY
CRC 1326780

WWW.LANDON-HOMES.NET



The Castine

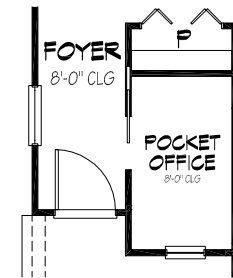
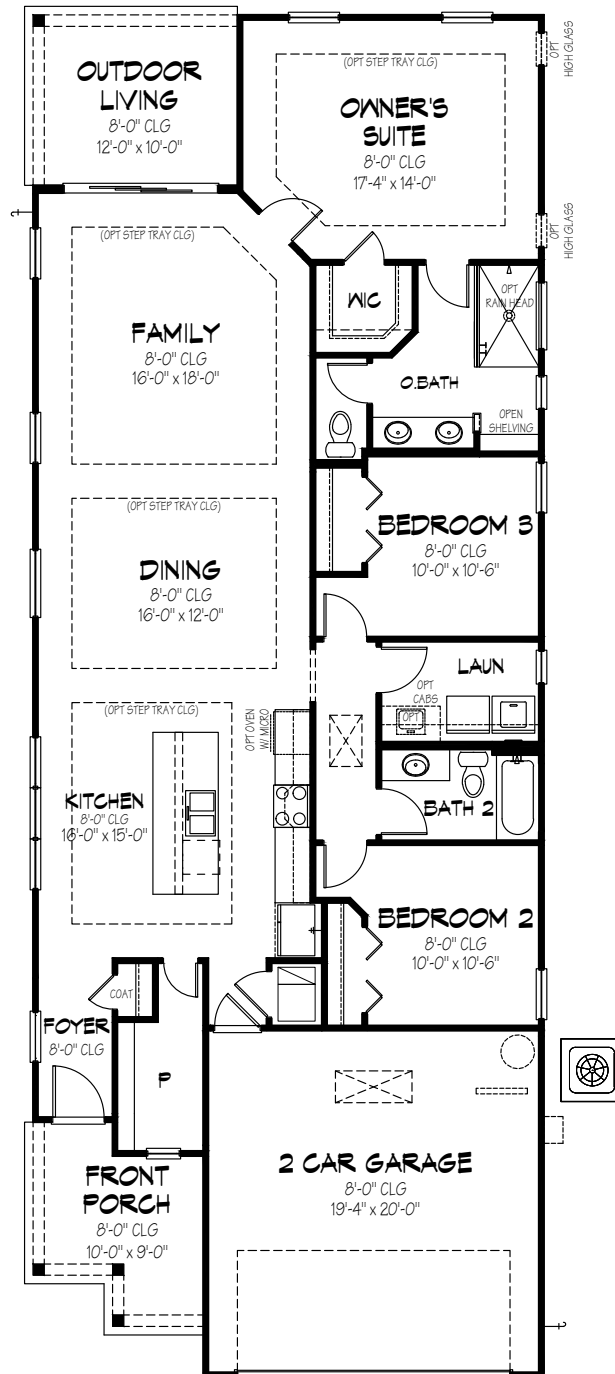
1735 SQ. FT.

DRAFT



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OPTIONAL
POCKET OFFICE



CRC 1326780

WWW.LANDON-HOMES.NET



The Monroe

2239 SQ. FT.

DRAFT



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ELEVATION A

ELEVATION B



EQUAL HOUSING
OPPORTUNITY
CRC 1257429

WWW.LANDON-HOMES.NET



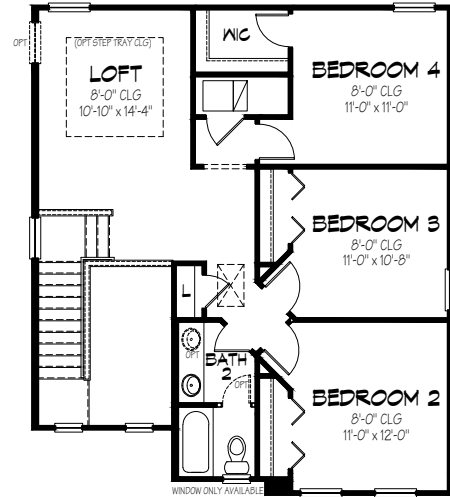
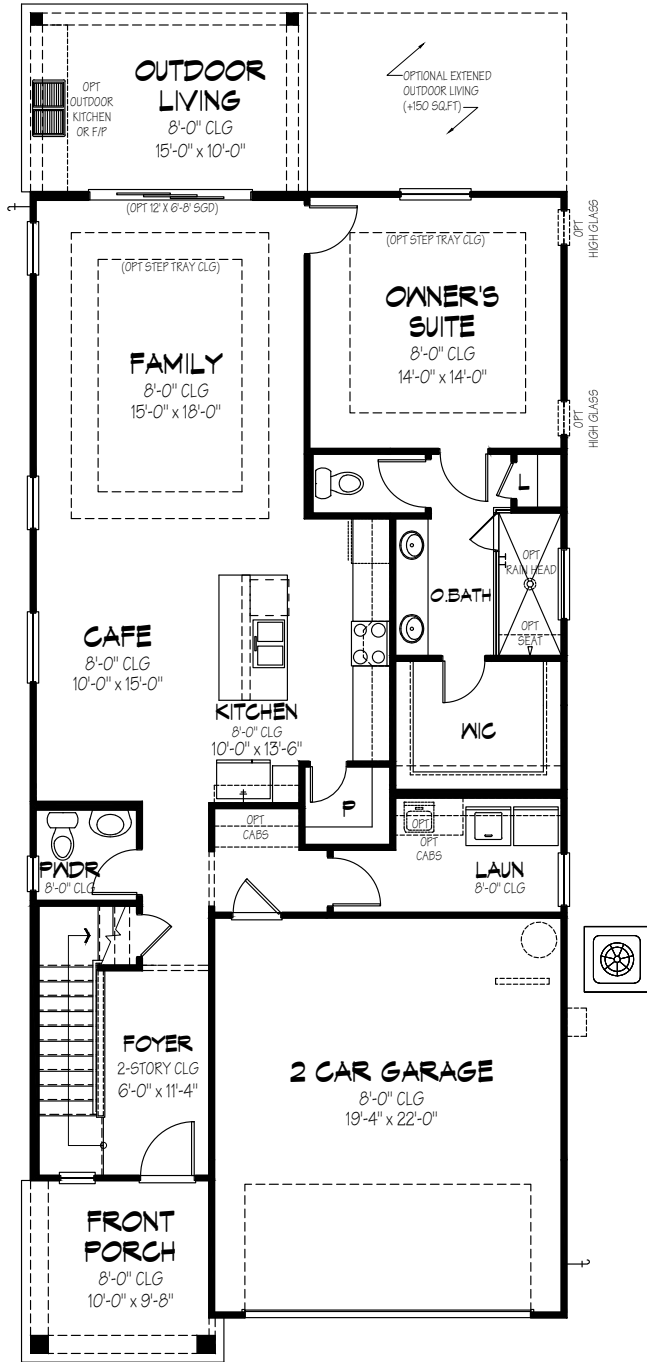
The Monroe

2239 SQ. FT.

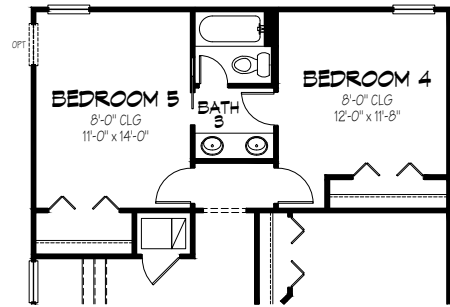


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2ND FLOOR



OPT. 2ND FLOOR JACK AND JILL BATH



OPT. 5TH BEDROOM



EQUAL HOUSING OPPORTUNITY
CRC 1257429

WWW.LANDON-HOMES.NET



The Winslow

2602 SQ. FT.

DRAFT



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ELEVATION A

ELEVATION B



Plans and elevations are artist's renderings and may contain options, which are not standards on all models. Landon Homes reserves the right to make changes to these floor plans, specifications, dimensions and elevations without prior notice. Stated dimensions and square footage are approximate and should not be used as representation of the home's precise or actual size. Any statement, verbal or written, regarding "under air" or "finished area" or any other description or modifier of the square footage size of any home is a shorthand description of the manner in which the square footage was estimated and should not be construed to indicate certainty.



EQUAL HOUSING
OPPORTUNITY

CBC 1257429

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The Winslow

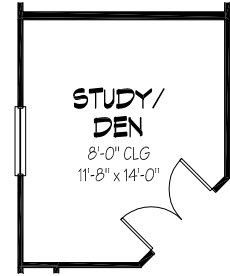
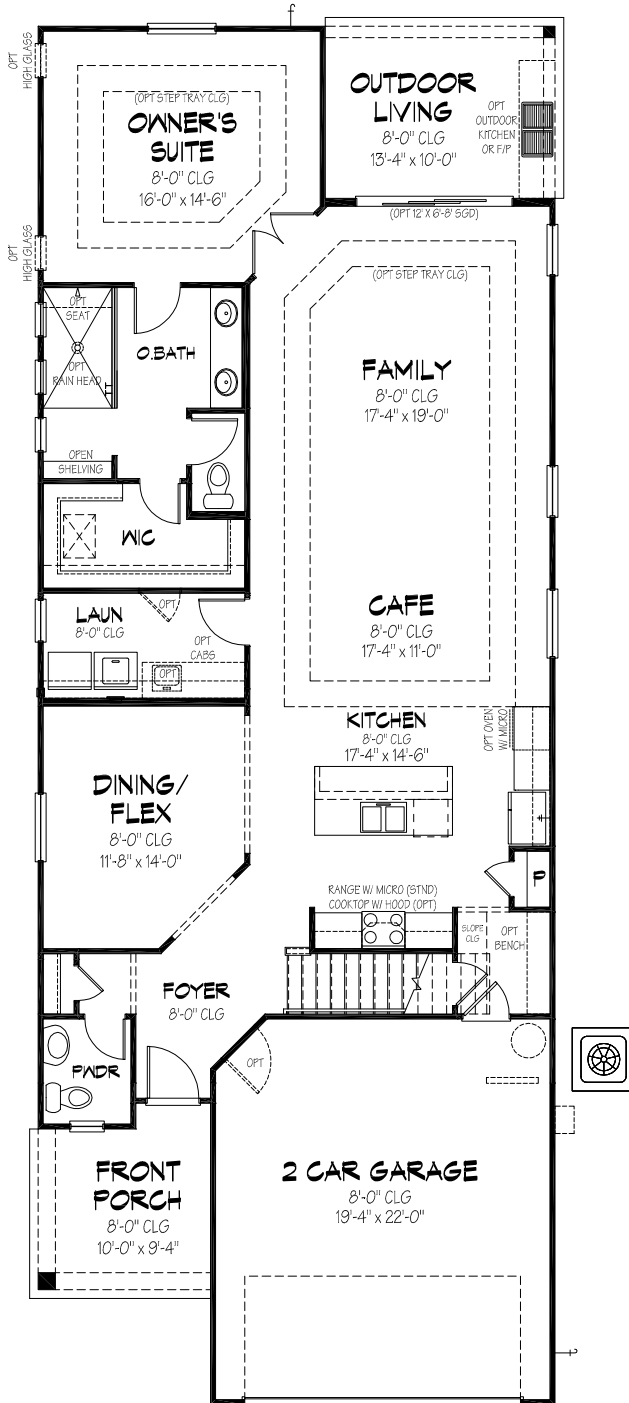
2602 SQ. FT.

DRAFT

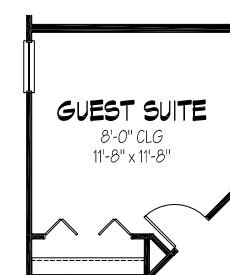


Landon Homes

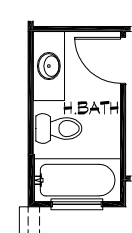
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OPT. STUDY/DEN ILO FLEX



OPT. GUEST ILO FLEX



OPT. BATH ILO POWDER

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The Winslow

2602 SQ. FT.

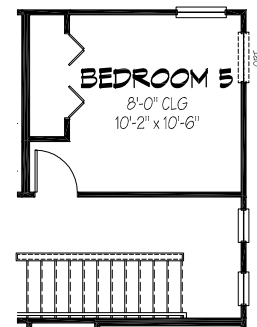
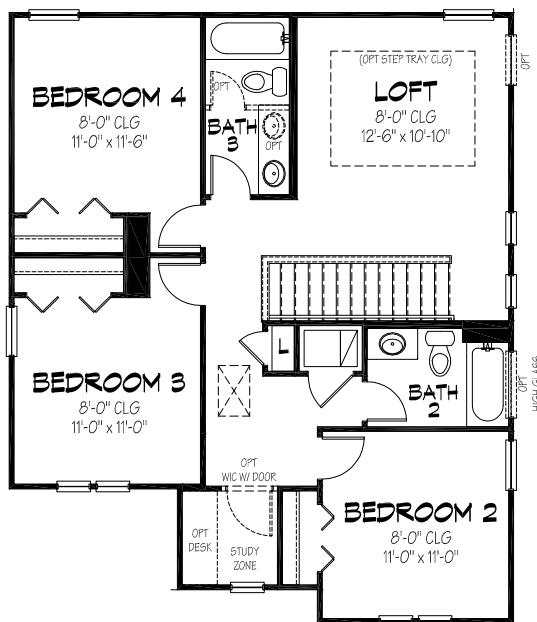
DRAFT



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FROM THE START

SECOND FLOOR



OPT. 5TH
BEDROOM

Plans and elevations are artist's renderings and may contain options, which are not standards on all models. Landon Homes reserves the right to make changes to these floor plans, specifications, dimensions and elevations without prior notice. Stated dimensions and square footage are approximate and should not be used as representation of the home's precise or actual size. Any statement, verbal or written, regarding "under air" or "finished area" or any other description or modifier of the square footage size of any home is a shorthand description of the manner in which the square footage was estimated and should not be construed to indicate certainty.












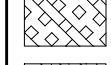
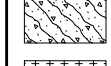

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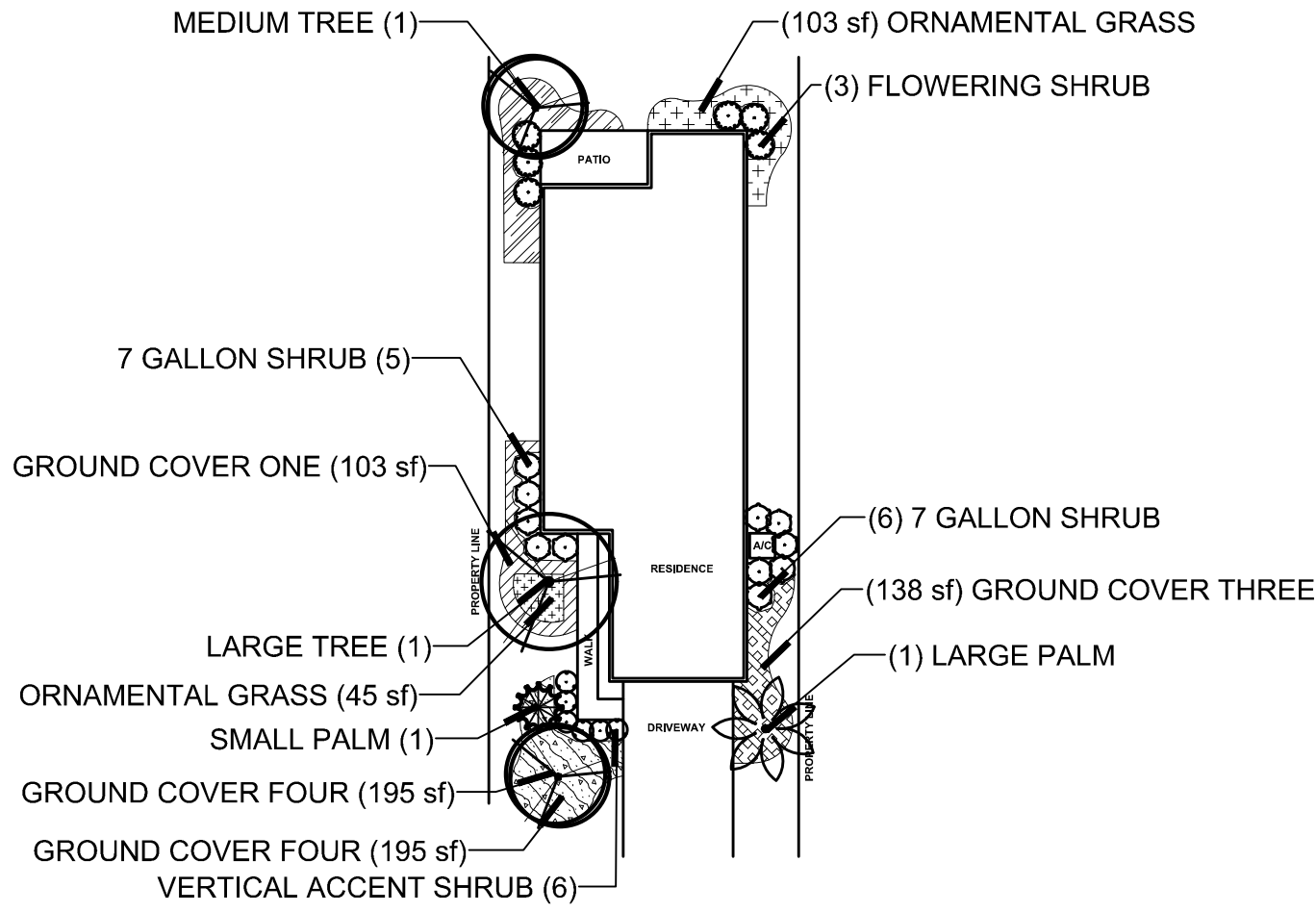
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EXHIBIT D
Typical Landscape Plan

CONCEPT PLANT SCHEDULE

	<u>LARGE TREE</u>
	<u>MEDIUM TREE</u>
	<u>LARGE PALM</u>
	<u>SMALL PALM</u>
	<u>VERTICAL ACCENT SHRUB</u>
	<u>7 GALLON SHRUB</u>
	<u>FLOWERING SHRUB</u>
	<u>GROUND COVER ONE</u>
	<u>GROUND COVER TWO</u>
	<u>GROUND COVER THREE</u>
	<u>GROUND COVER FOUR</u>
	<u>ORNAMENTAL GRASS</u>

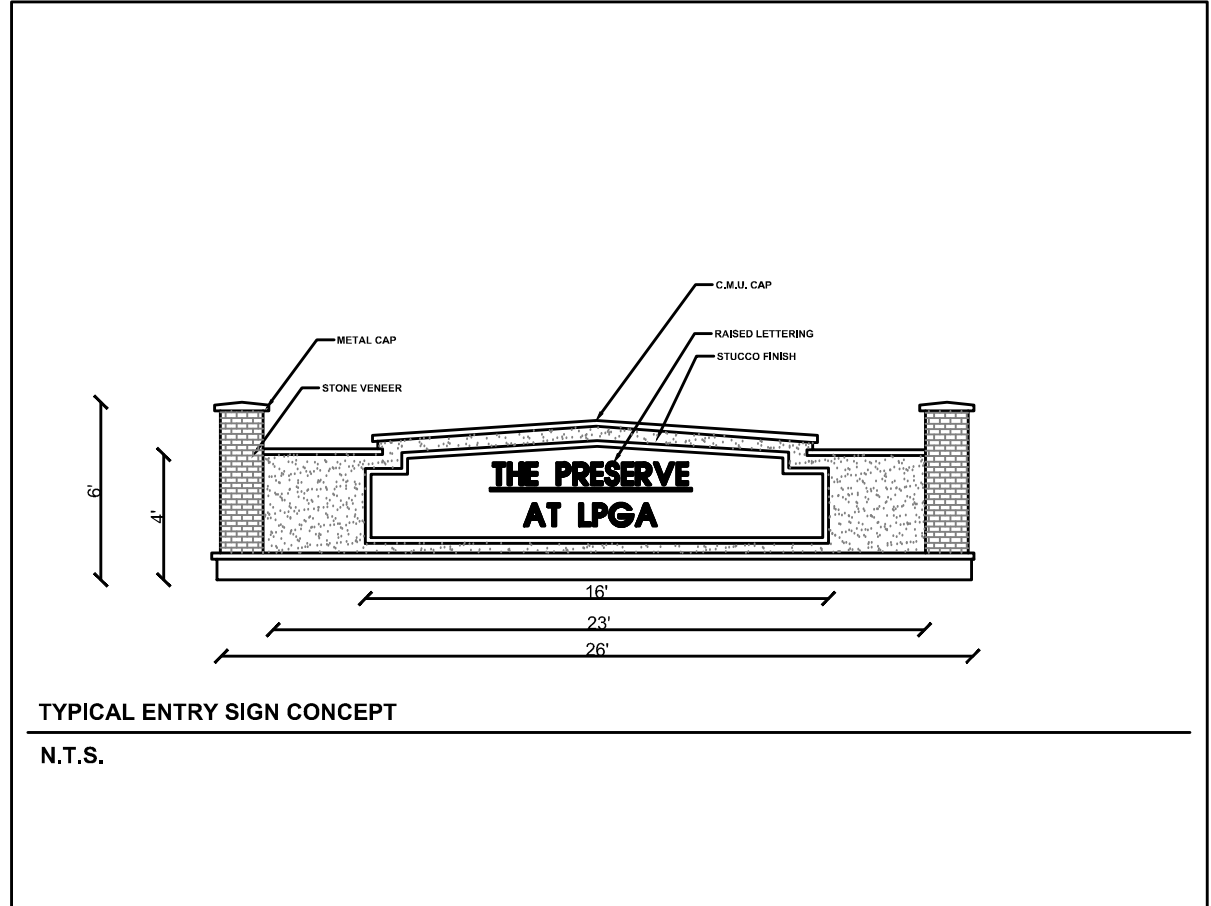
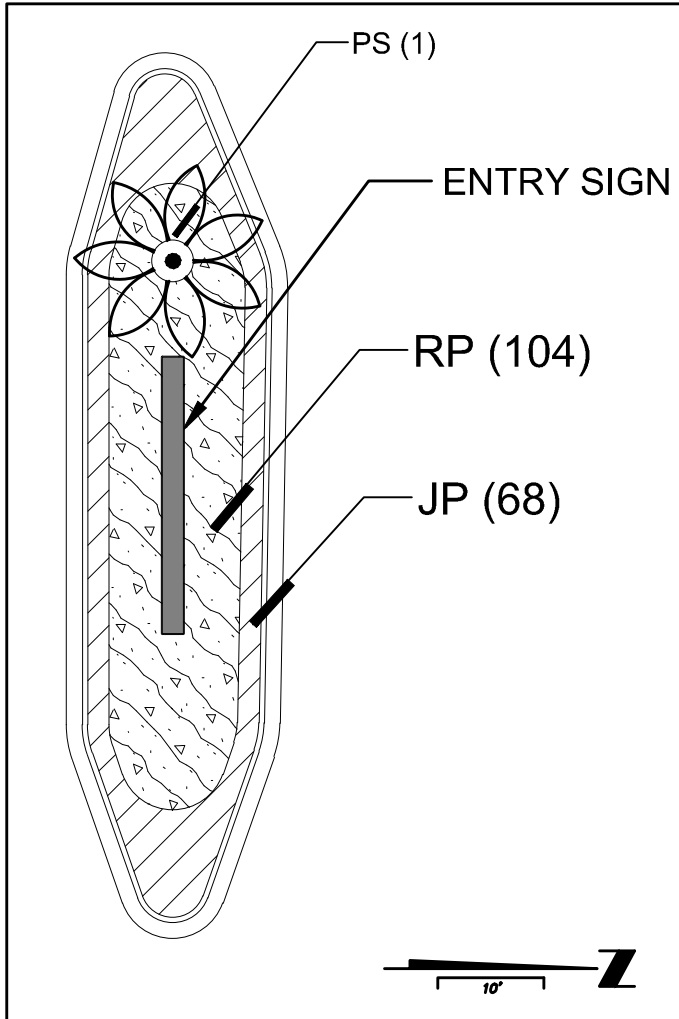


SINGLE FAMILY PLANT OPTIONS
N.T.S.

**EXHIBIT D - SINGLE FAMILY PLANTING CONCEPT
THE PRESERVE
08/03/2018**

EXHIBIT E

Typical Entry Sign Concept



PLANT SCHEDULE CONCEPTUAL ENTRY SIGN LANDSCAPE						
PALM TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	REMARKS
PS	1	Phoenix sylvestris	Wild Date Palm	FG	16' ct.	Matched Palm Trees
SHRUB AREAS	BOTANICAL NAME	COMMON NAME	CONT	SPACING	REMARKS	
68	Juniperus chinensis 'Parsonii'	Parsoni Juniper	3 gal	30" o.c.		
104	Rosa x 'Pink Knockout'	Pink Knockout Rose	3 gal	30" o.c.		

EXHIBIT E - ENTRY SIGN CONCEPT
THE PRESERVE
09/28/2018