VIA HAND DELIVERY
VIA EMAIL: steven.spraker@ormondbeach.org

HOLUB
DEVELOPMENT

December 3, 2015

Steven Spraker AICP
Senior Planner
Planning Department
City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32175

RE: Site Plan Review – Application
Granada Pointe Project

Dear Steven:

Please find enclosed the following in support of our Site Plan submittal:

1. Site Plan Review Application

2. Check payable to the City of Ormond Beach in the amount of $1,500 for the New Site Plan Fee.

3. Check payable to the City of Ormond Beach in the amount of $730 for the Stormwater Management Fee.

4. Check payable to the City of Ormond Beach in the amount of $1,924 for the Street Vacation Application Fee (portion of Tomoka Avenue).

Can you please email to Harry Newkirk and I the link so that he can upload the plans.

Sincerely,

Paul F. Holub Jr.
Managing Member
Granada Pointe Investors LLC

COMMERCIAL AND RESIDENTIAL CUSTOM LUXURY HOMES CONSTRUCTION SITE DEVELOPMENT INVESTMENT PROPERTIES
PO BOX 730086 • ORMOND BEACH • FLORIDA 32173-0086 • VOICE 386.677.7617 • FAX 386.677.7630 - EMAIL HOLUBDEV@AOL.COM

CITY OF ORMOND BEACH
Planning Department
22 South Beach Street, Ormond Beach, FL 32174
Tel: (386) 676-3238 www.ormondbeach.org siteplans@ormondbeach.org

Updated 08/2015

SITE PLAN REVIEW - APPLICATION

For Planning Department Use

Application Number _____ *Date Submitted* _____

APPLICATION TYPE AND FEES

	Application	Advertising Deposit for Advisory Board	Advertising Deposit for Commission	Total*
☐ Conceptual Plan	100	N/A	N/A	100
☑ New Site Plan	1500	N/A	N/A	1500
☐ Site Plan Re-Submittal	500	N/A	N/A	500
☐ Minor Modification to Approved Site Plan	600	N/A	N/A	600
☐ Lot Split or Lot Line Adjustment	350	N/A	N/A	350
☐ Downtown Site Plan (new)	600	N/A	N/A	600
☐ Downtown Site Plan (minor modification)	300	N/A	N/A	300
☑ Street Vacation	500	N/A	1424	1924
☐ Easement Release	50	N/A	N/A	50
☑ Stormwater Management (required for new site plans)	Base fee of 300, plus 20 per acre up to 10 acres; - plus 10 per acre over 10 acres up to 40 acres; - plus 5 per acre for each acre of fraction thereof over 40 acres up to 160 acres; - plus 2 per acre thereafter.			

☐ Other type not listed: _____

TOTAL: $ 4154.00

*The total is calculated as the Application plus approximate Advisory Board and Commission Public Notification Fees. Depending on the actual costs, Staff shall refund any remaining balance or require additional payment. Please refer to the Schedule of Fees in the Land Development Code or contact the Planning Department for a summary of those noted plus any additional costs that may be required.

APPLICANT INFORMATION

This application is being submitted by ☑ Property Owner ☑ Agent, on behalf of Property Owner**

Name: Paul F. Holub Jr. / Granada Pointe Investors LLC

Full Address: Suite 12, 1185 West Granada Blvd Ormond Beach, FL 32174

Telephone: 386-677-7617 Email: holubdev@aol.com

**** If this application is being submitted by a person other than the property owner, please provide the following Property Owner Information as well as a notarized letter designating you as agent.**

PROPERTY OWNER INFORMATION***

Name: SAME AND SEE ATTACHED

Full Address: _____

Telephone: _____ Email: _____

***If the property owner does not reside on the property for which the application refers, please provide the following Property Details.

PROJECT COORDINATOR

Name	Harry Newkirk c/o: Newkirk Engineering		
Full Address	1370 North US Highway 1 Suite 204 Ormond Beach, FL 32174		
Telephone	386-290-7599	Email	harry@newkirk-engineering.com

PROJECT INFORMATION

Project Name:	Granada Pointe
Project Address:	600 West Granada Blvd
Description	Commercial Development to include utilities, storm water, R.O.W. improvements, clear, grade, fill and realignment and construction of Tomoka Ave.

CERTIFICATION

By submitting this application, I hereby certify that the information provided above is true and correct to the best of my knowledge and that I am aware of the application submittal requirements and review process for this application. I hereby authorize City of Ormond Beach Staff to place legal notice on my property and to take pictures pertaining to my request. I am aware of the required pre-application meeting and am aware that if all the submittal requirements are not provided, my application will be continued to the next regularly scheduled hearing.

Signature: _____

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 3 day of Dec., 2015 by Paul F. Holub Jr., as Manager (title*) for Granada Pointe Inv. LLC (name of corporation*), who (_) provided _____ as identification, or (X) who is personally known to me.

DEBORAH GORMLEY
Notary Public - State of Florida
My Comm. Expires Oct 8, 2018
Commission # FF 131529
Bonded Through National Notary Assn.

_____
Notary Public, State of Florida
My Commission Expires:

* If you are executing this document on behalf of a corporation please complete the spaces with your title and the name of your company as indicated.

#1 530 WEST Olanda Gonzalez

(b) Buyer's Broker: N/A (Company Name) (Licensee),

(Address, Telephone, Fax, E-mail),

who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☐ **Seller's Broker** ☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ an MLS offer of compensation ☐ other (specify)

(collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

21. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):

☐ Arbitration	☐ Seller Warranty	☐ Existing Mortgage
☐ Section 1031 Exchange	☐ Coastal Construction Control Line	☐ Buyer's Attorney Approval
☐ Property Inspection and Repair	☐ Flood Area Hazard Zone	☐ Seller's Attorney Approval
☐ Seller Representations	☐ Seller Financing	☐ Other

22. ADDITIONAL TERMS:

A. Buyer shall have the exclusive right to have real estate marketing signs on the property while under contract. B. Each party to this Agreement shall have the right to affect a tax deferred like-kind exchange under Section 1031 of the Internal Revenue Code of 1986. C. Seller shall cooperate with and give written consent to Buyer, for Buyer to make applications for all Governmental Permits and Approvals. D. Buyer shall be permitted to one (1) Ninety (90) day extension to the closing by delivering an additional contract deposit in the amount of $25,000.00 to the Escrow Agent on or before March 15, 2016. E. Prior to closing, Seller and Buyer shall mutually agree to a perpetual relocatable easement for ten (10) parking spaces for the benefit of Seller's adjacent property. Location in general area as cross hatched on Exhibit "B" attached hereto. Spaces to be provided by Buyer upon development of the most eastern portion of the 3 acre subject property.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

Buyer (EG) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

334 Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other
335 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its
336 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized
337 to do so.

338* _____ Date: 11/24/15
339 Paul F. Holub, Jr.

340* Paul F. Holub, Jr. Tax ID No: _____
341 (Typed or Printed Name of **Buyer**)

342* Title: Manager Telephone: _____

343* _____ Date: _____
344

345* _____ Tax ID No: _____
346 (Typed or Printed Name of **Buyer**)

347* Title: _____ Telephone: _____

348* **Buyer's** Address for purpose of notice: _____

349* Facsimile: _____ Email: _____

350* _____ Date: 11/24/15
351

352* _____ Tax ID No: _____
353 (Typed or Printed Name of **Seller**)

354* Title: _____ Telephone: _____

355* _____ Date: _____
356

357* _____ Tax ID No: _____
358 (Typed or Printed Name of **Seller**)

359* Title: _____ Telephone: _____

360* **Seller's** Address for purpose of notice: _____

361* Facsimile: _____ Email: _____

The Florida Association of REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics.
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362* **Buyer** (_____) and **Seller** (_____) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

#2

05/22/2015 12:00 PM
Doc stamps 7000.00
(Transfer Amt $ 1000000)
Instrument# 2015-176707 # 1
Book: 7165
Page: 2549

Instrument Prepared By:
Jeffrey C. Sweet, Esq.
595 W. Granada Boulevard
Suite A
Ormond Beach, Florida 32174

Parcel ID Number: 4241-01-13-0070

Warranty Deed

This Indenture, Made this 17th day of September, 2015 A.D., Between
JKLM Properties, LLC, a Florida limited liability company

of the County of Volusia, State of Florida, grantor, and
Granada Pointe Investors, LLC, a Florida limited liability company

whose address is: 1185 W. Granada Boulevard - Suite #12
Ormond Beach, FL 32174
of the County of Volusia, State of Florida, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of
----------TEN DOLLARS ($10)---------- DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Volusia State of Florida to wit:

*****See Exhibit "A" Attached For Complete Legal Description*********

Subject to taxes for the year 2015 and subsequent years, which are not yet due and payable.

Subject to restrictions, reservations and easements or record, if any, the mention of which shall not serve to reimpose the same.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Printed Name: Jeffrey C. Sweet
Witness to all

Printed Name: Katherine E. Phillips
Witness to all

JKLM PROPERTIES, LLC, a Florida limited liability company
BY: INFINITY PROPERTIES OF VOLUSIA COUNTY, LLC, a Florida limited liability company, as a Managing/Member

By: Kenneth B. Hawthorne Jr
Kenneth B. Hawthorne, Jr.,
Managing/Member

By: Jamie B. Hawthorne
Jamie B. Hawthorne,
Managing/Member

BY: JMMM, LLC, a Florida limited liability company, as a Managing/Member

By:
Joseph Mirante, Managing/Member

By: THE MATT CREEK LIMITED PARTNERSHIP, LTD., L.L.L.P., a Florida limited liability limited partnership, as a Managing/Member
By: THE TAMM CORPORATION, INC., a Florida corporation, as its General Partner

By:
Michael Munier, President

By:
Nancy Munier, Secretary

WARRANTY DEED CONTINUED - PAGE #2

STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me personally appeared the above named Kenneth B. Hawthorne, Jr. and Jamie B. Hawthorne, as all of the Managing/Members of "A" INFINITY PROPERTIES OF VOLUSIA COUNTY, LLC, a Florida limited liability company **-AND-** Joseph Mirante, as a Managing/Member and Michael Munier and Nancy Munier, respectively as the President and Secretary of THE TAMM CORPORATION, INC., a Florida corporation, as the General Partner of "B" THE MATT CREEK LIMITED PARTNERSHIP, LTD., L.L.L.P., a Florida limited lability partnership, **BOTH (A & B) AS THE MANAGING/MEMBERS** of JKLM PROPERTIES, LLC, a Florida limited liability company, and who acknowledged before me that they executed the same on behalf of the company, they have produced their drivers' license as identification and who did take an oath.

Witness my hand and official seal this 17th day of September, 2015.

Katherine E. Phillips
Notary Public, State of
Florida at Large

My Commission Expires:

KATHERINE E. PHILLIPS
Commission # EE 849524
Expires January 31, 2017
Bonded Thru Troy Fain Insurance

INSTRUMENT# 2015-176707 # 3
Book: 7165
Page: 2551
Diane M. Matousek
Volusia County, Clerk of Court

EXHIBIT A

PARCEL 1:

BEING A PORTION OF LOT K OF GRANT LOT 5, A PORTION OF LOT G OF GRANT LOT 6, AND A PORTION OF LOT F OF GRANT LOT 6 1/2, ORMOND, PER MAP BOOK 2, PAGE 118, ALSO RECORDED IN MAP BOOK 12, PAGE 24 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND BEING THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2275, PAGES 0531, 0532 AND 0537, OFFICIAL RECORDS BOOK 2316, PAGE 0780 AND THE NORTHERLY 50 FOOT OF OFFICIAL RECORDS BOOK 2275, PAGE 0533, OFFICIAL RECORDS BOOK 2561, PAGE 0475, OFFICIAL RECORDS BOOK 2573, PAGE 0011 AND OFFICIAL RECORDS BOOK 2606, PAGE 1354 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE NORTHEASTERLY CORNER OF THE EASTERLY 60 FEET OF THE WESTERLY 134 FEET OF LOT "E" OF GRANT LOT 5, ORMOND AS RECORDED IN MAP BOOK 2, PAGE 118 AS NOW ESTABLISHED. SAID POINT BEING A CONCRETE MONUMENT #3464; RUN THENCE SOUTH 25 DEGREES 56 MINUTES 03 SECONDS EAST ALONG THE WEST LINE OF THE WESTERLY 271 FEET OF THE EASTERLY 371 FEET OF SAID LOT E, A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF LOT 2, ARBORS AT ORMOND BEACH, AS RECORDED IN MAP BOOK 47, PAGE 148, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 64 DEGREES 10 MINUTES 36 SECONDS WEST ALONG THE NORTH LINE OF SAID ARBORS AT ORMOND BEACH, A DISTANCE OF 317.37 FEET TO THE NORTHWEST CORNER OF LOT 1 OF SAID ARBORS AT ORMOND BEACH; THENCE SOUTH 12 DEGREES 28 SECONDS 00 MINUTES EAST ALONG THE WEST LINE OF SAID ARBORS AT ORMOND BEACH, A DISTANCE OF 291.55 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF SAID ARBORS AT ORMOND BEACH, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF TOMOKA AVENUE (A 50 FOOT RIGHT-OF-WAY); THENCE NORTH 82 DEGREES 18 MINUTES 02 SECONDS WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID TOMOKA AVENUE, A DISTANCE OF 200.03 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE N 82 DEGREES 18 SECONDS 02 MINUTES WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 922.47 FEET TO A POINT OF CURVE, CONCAVE NORTHEASTERLY AND TO THE RIGHT, HAVING A CENTRAL ANGLE OF 93 DEGREES 16 MINUTES 30 SECONDS, A RADIUS OF 30.00 FEET, A CHORD DISTANCE OF 43.60 FEET, A CHORD BEARING OF NORTH 35 DEGREES 32 MINUTES 15 SECONDS WEST; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 48.84 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF GRANADA AVENUE (A 100 FOOT RIGHT-OF-WAY), SAID POINT BEING ON A CURVE, CONCAVE TO THE NORTHWESTERLY AND TO THE LEFT, HAVING A CENTRAL ANGLE OF 12 DEGREES 21 MINUTES 29 SECONDS, A RADIUS OF 1960.08 FEET, A CHORD DISTANCE OF 421.95 FEET, A CHORD BEARING OF NORTH 70 DEGREES 19 MINUTES 33 SECONDS EAST; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 422.77 FEET TO A POINT OF TANGENT; THENCE NORTH 64 DEGREES 08 MINUTES 49 SECONDS EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID GRANADA AVENUE, A DISTANCE OF 120.53 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 25 DEGREES 51 MINUTES 11 SECONDS EAST, A DISTANCE 322.00 FEET; THENCE NORTH 64 DEGREES 08 MINUTES 49 SECONDS EAST, A DISTANCE OF 252.55 FEET; THENCE SOUTH 20 DEGREES 49 MINUTES 08 SECONDS EAST, A DISTANCE OF 186.22 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

BEING A PORTION OF LOT G OF GRANT LOT 6 AND A PORTION OF LOT F OF GRANT LOT 6 1/2, ORMOND, PER MAP BOOK 2, PAGE 118, ALSO RECORDED IN MAP BOOK 12, PAGE 24 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND BEING THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2275, PAGES 0531, 0532 AND 0537, OFFICIAL RECORDS BOOK 2316, PAGE 0780 AND THE NORTHERLY 50 FOOT OF OFFICIAL RECORDS BOOK 2275, PAGE 0533, OFFICIAL RECORDS BOOK 2561, PAGE 0475, OFFICIAL RECORDS BOOK 2573, PAGE 0011 AND OFFICIAL RECORDS BOOK 2606, PAGE 1354 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE NORTHEASTERLY CORNER OF THE EASTERLY 60 FEET OF THE WESTERLY 134 FEET OF LOT "E" OF GRANT LOT 5, ORMOND AS RECORDED IN MAP BOOK 2, PAGE 118 AS NOW ESTABLISHED, SAID POINT BEING A CONCRETE MONUMENT #3464; RUN THENCE SOUTH 25 DEGREES 56 MINUTES 03 SECONDS EAST ALONG THE WEST LINE OF THE WESTERLY 271 FEET OF THE EASTERLY 371 FEET OF SAID LOT E, A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF LOT 2, ARBORS AT ORMOND BEACH, AS RECORDED IN MAP BOOK 47, PAGE 148, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 64 DEGREES 10 MINUTES 36 SECONDS WEST ALONG THE NORTH LINE OF SAID ARBORS AT ORMOND BEACH, A DISTANCE OF 317.37 FEET TO THE NORTHWEST CORNER OF LOT 1 OF SAID ARBORS AT ORMOND BEACH; THENCE NORTH 12 DEGREES 28 MINUTES 00 SECONDS WEST, A DISTANCE OF 86.79 FEET; THENCE SOUTH 64 DEGREES 08 MINUTES 49 SECONDS WEST, A DISTANCE OF 231.61 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 20 DEGREES 49 MINUTES 08 SECONDS EAST, A DISTANCE OF 72.28 FEET; THENCE SOUTH 64 DEGREES 08 MINUTES 49 SECONDS WEST, A DISTANCE OF 252.55 FEET; THENCE NORTH 25 DEGREES 51 MINUTES 11 SECONDS WEST, A DISTANCE OF 322.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF GRANADA AVENUE (A 100 FOOT RIGHT-OF-WAY); THENCE NORTH 64 DEGREES 08 MINUTES 49 SECONDS EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID GRANADA AVENUE, A DISTANCE OF 258.89 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 25 DEGREES 51 MINUTES 11 SECONDS EAST, A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING.

#3

POWER OF ATTORNEY

BY THIS POWER OF ATTORNEY, I, THURMAN GILLESPY JR., M.D., as Manager of TG-EG, LLC, & OCEAN SHORE PLAZA, LTD. And I, Vincent P. Snead, appoint as my attorney in fact, PAUL F. HOLUB, JR., for the limited matters provided below:

This power of attorney shall not be affected by any physical or mental disability that I may suffer except as provided by statute, and shall be exercisable from this date until the closing or termination of that certain Commercial Contract last dated July 7, 2015. All acts done by my attorney pursuant to this power shall bind me, my heirs, devisees and personal representatives, regarding only those matters described below. This power of attorney is nondelegable.

This power of attorney is limited to the real property identified in that certain Commercial Contract between Holub Development, LLC and TG-EG, LLC, and OCEAN SHORE PLAZA LLC, and VINCENT P. SNEAD described as the following five (5) parcels: (PID's 424101130090, 424101130091, 424101130100, 424101130110, 424101140280 located in Ormond Beach, FL. 32174; and the powers are:

File all applications, conduct all discussions and negotiations and enter upon and have access to the real property referenced in the foregoing Commercial Contract with any and all persons, firms or corporations, including all governmental agencies which may have jurisdiction over the development of the parcel. This power of attorney shall also include access to any and all reports, findings or documents which may be in the possession of any such governmental agencies regarding said real property. The powers conferred upon my attorney in fact extend only to the five (5) parcels: 424101130090, 424101130091, 424101130100, 424101130110, 424101140280 located in Ormond Beach, Volusia County, Florida.

I hereby confirm all acts of my attorney in fact pursuant to

IN WITNESS WHEREOF, I have set my hand and seal on this

day of July 7, 2015.

Signed, sealed and delivered
in the presence of:

(SEAL)
Thurman Gillespy JR., M.D.

(SEAL)
Vincent P. Snead

STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me this day personally appeared, Thurman Gillespy JR., M.D. and Vincent P. Snead who both, after being by me first duly sworn, state that each is the same person described in and who executed the within power of attorney and acknowledge the within power of attorney to be their act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my seal of office on the 7 day of July, 2015 ( ) both personally known to me or (X) produced Drivers License as identification and did took an oath.

Notary Public, State of Florida
at Large
My Commission Expires:

KAREN L. HURST
MY COMMISSION # FF 060023
EXPIRES: October 3, 2017
Bonded Thru Budget Notary Services

STATE OF FLORIDA

COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **THURMAN GILLESPY, JR., M.D.**, who executed the foregoing instrument, who acknowledged before me that he executed the same, that he is personally known to me to be the person described in the foregoing instrument, and that an oath was not taken.

WITNESS my hand and official seal in the County and State last aforesaid, this 9 day of July, 2015.

Notary Public
State of Florida at Large
My Commission No:
My Commission Expires:

PENNY KING EVERY
Commission # FF 179812
Expires March 29, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

#4

Doc stamps 1469.30
(Transfer Amt $ 209900)
Instrument# 2015-182831 # 1
Book: 7169
Page: 699

This Document Prepared By and Return to:
Jeffrey C. Sweet, Esquire
595 W. Granada Boulevard - Suite A
Ormond Beach, Florida 32174

Parcel ID Number:

Warranty Deed

This Indenture, Made this 29th day of September, 2015 A.D., Between William T. Moore, III and Judith M. Richardson, individually and as Successor Co-Trustees of the "William T. Moore Revocable Trust Under Agreement DTD April 25, 1995"
of the County of Volusia, State of Florida, grantor, and
Granada Pointe Investors, LLC, a Florida limited liability company

whose address is: 1185 W. Granada Boulevard - Suite 12, Ormond Beach, FL 32174

of the County of Volusia, State of Florida, grantee.
Witnesseth that the GRANTOR, for and in consideration of the sum of
----------TEN DOLLARS ($10)---------- DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Volusia State of Florida to wit:

******See Exhibit "A" Attached For Complete Legal Description******

Subject to taxes for the year 2015 and thereafter, which are not yet due and payable.

Subject to restrictions, reservations and easements of record, if any, the mention of which shall not serve to reimpose the same.

The property conveyed herein is VACANT land and not the homestead property of either Grantor, nor is the property contiguous to either of their homestead properties.

PARCEL NUMBERS: 4241-01-12-0100, [redacted] & [redacted]

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Jeffrey C. Sweet
Witness to both

Katherine E. Phillips
Witness to both

William T. Moore, III, (Seal)
indiviudally&Successor Co-Trustee
P.O. Address:

Judith M. Richardson, (Seal)
individually & Successor Co-Trustee
P.O. Address:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 29th day of September, 2015 by William T. Moore, III and Judith M. Richardson, individually and as Successor Co-Trustees of the "William T. Moore Revocable Trust Under Agreement DTD April 25, 1995", and they acknowledged before they executed the same on behalf of the Trust. They have produced their driver's license as identification and who did take an oath

KATHERINE E. PHILLIPS
Commission # EE 849524
Expires January 31, 2017
Bonded Thru Troy Fain Insurance [redacted]

Katherine E. Phillips
Notary Public
My Commission Expires:

Book: 7169
Page: 700
Diane M. Matousek
Volusia County, Clerk of Court

EXHIBIT "A"

The Westerly 338 feet of the Easterly 674 feet of Lot "E", Grant Lot Eight (8), Subdivision of the Map of the Henry Yonge Grant in Ormond, as recorded in Map Book 2, Page 118, Public Records of Volusia County, Florida.

AND

A portion of Grant Lots 5, 6, 6 1/2, 7, 7 1/2 and 8 of the Map of the Henry Yonge Grant in Ormond, as recorded in Map Book 2, Page 118, of the Public Records of Volusia County, Florida, being more particularly described as follows:
As a point of reference commence at the East line of the Westerly 940 feet of Lot "F", Grant Lot 6 1/2, as it intersects the North right of way line of State Road No. 40, Granada Avenue, a 100 foot right of way as now laid out and used; thence South 64°36'22" West, along the Northerly right of way line of State Road No. 40, 379.25 feet to the point of curvature of a curve to the right having a radius of 1860.08 feet and a central angle of 17°35'34"; thence along said curve and along said Northerly right of way line of said State Road No. 40, an arc distance of 570.17 feet; thence North 25°27'38" West, 824.09 feet to the Northwest corner of Lot "E", of Grant Lot 8; thence North 64°31'51" East along the North line of said Lot "E", Grant Lot 8, 506.5 feet; thence South 25°27'38" East, 259.0 feet; thence North 64°33'22' East, along the North line of Lot "F", Grant Lot 7 1/2, 393.0 feet; thence South 25°27'38" East, 259.07 feet to the North line of Lot "F", Grant Lot 7; thence North 64°34'45" East, 40.5 feet; thence South 25°27'38" East, 393.78 feet to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING:

A portion of Grant Lots 6 1/2 and 7, of the Map of the Henry Yonge Grant in Ormond, as recorded in Map Book 2, Page 118, of the Public Records of Volusia County, Florida, being more particularly described as follows:
As a point of reference, commence at the East line of the Westerly 940 feet of Lot "F", Grant Lot 6 1/2, as it intersects the North right of way line of State Road No. 40, Granada Avenue, a 100 foot right of way as now laid out and used; thence South 64°36'22" West, along the Northerly right of way line of State Road No. 40, a distance of 200 feet to the Point of Beginning of this description; thence continue South 64°36'22" West, along said right of way line of State Road No. 40, a distance of 179.25 feet to the point of curvature of a curve to the right having a radius of 1860.08 feet and a central angle of 06°47'59"; thence along said curve and along said Northerly right of way line of said State Road No. 40, an arc distance of 220.75 feet to a point in said right of way line; thence North 25°27'38" West to a point in the North line of Lot "F", Grant Lot 7; thence North 64°34'45" East, along the North line of said Lot "F", Grant Lot 7, to a point in said North line of said Lot "F", Grant Lot 7, that is 200 feet Southwesterly (as measured along said North line of said Lot "F", Grant Lot 7) of the point of intersection of said North line of said Lot "F", Grant Lot 7 and the East line of the Westerly 940 feet of Lot "F", Grant Lot 6 1/2 extended Northwesterly North 25°27'38" West through the North line of Lot "F", Grant Lot 7; thence South 25°27'38" East to the Point of Beginning of this description.

AND LESS AND EXCEPT THE FOLLOWING:

A portion of Grant Lots 6 1/2 and 7, of the Map of the Henry Yonge Grant in Ormond, as recorded in Map Book 2, Page 118, of the Public Records of Volusia County, Florida, being more particularly described as follows:
As a point of reference, commence at the East line of the Westerly 940 feet of Lot "F", Grant Lot 6 1/2, as it intersects the North right of way line of State Road No. 40, Granada Avenue, a 100 foot right of way as now laid out and used; thence South 64°36'22" West, along the Northerly right of way line of State Road No. 40, a distance of 200 feet; thence North 25°27'38" West, 393.78 feet; thence North 64°36'22" East and parallel to State Road No. 40, 200 feet; thence South 25°27'38" East, 393.78 feet to the Point of Beginning.

AND LESS AND EXCEPT any portion lying in State Road No. 40, Granada Avenue right of way.