

RESOLUTION NO. 2025-26

**A RESOLUTION OF CITY OF DELTONA, FLORIDA;
ACCEPTING THE FINAL PLAT FOR ELOAH ESTATES TO
FACILITATE A MEANS OF EGRESS AND INGRESS
THROUGH 2982 HOWLAND BOULEVARD, ZONED C-2,
GENERAL COMMERCIAL, TO 1000 ELOAH ESTATES
ROAD, ZONED RM-1, MULTIPLE FAMILY RESIDENTIAL
DWELLING DISTRICT, FOR THE DEVELOPMENT OF 536
APARTMENTS ON +/- 45.3-ACRES OF LAND WITHIN THE
CITY OF DELTONA; PROVIDING FOR CONDITIONS,
CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

WHEREAS, pursuant to Section 106-31 of the Land Development Code, D32 Invest LLC (the "Applicant") has applied to the City of Deltona, Florida (the "City") for approval of Final Plat SD24-0003, attached as Exhibit "B," to facilitate a means of ingress and egress from 2982 Howland Boulevard, zoned C-2, General Commercial, to 1000 Eloah Estates Road, zoned RM-1, Residential Multi-family district, for the development of 536 apartments on +/-45.3- acres of land, legally described in Exhibit "A" (the "Property"); and

WHEREAS, The Final Plat shall dedicate certain Rights-of-Way and easements to the public, and the applicant has submitted an acceptable Performance Bond for all required improvements in accordance with Chapter 96 of the Land Development Code; and

WHEREAS, the application is subject to the requirements set forth within Chapter 106 of the Land Development Code; and

WHEREAS, the Development Review Committee approved the Final Plat with conditions on February 13, 2025, and forwarded the application and Final Plat Development Order, attached hereto and incorporated herein as "Exhibit C," to the City Commission; and

WHEREAS, the City Commission finds the Eloah Estates Final Plat consistent and in compliance with Chapter 106 of the Land Development Code, the Comprehensive Plan of the City of Deltona, and Chapter 177 of the Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA:

Section 1. Findings. That the foregoing recitals are hereby ratified and incorporated as the legislative intent of this Resolution.

Section 2. Approval of Final Plat. In accordance with the Land Development Code of the City of Deltona, Section 106-31, the Deltona City Commission hereby grants approval of Eloah Estates Final Plat, SD24-0003, facilitating a means of ingress and egress from 2982 Howland Boulevard, zoned C-2, General Commercial, to 1000 Eloah Estates Road, zoned RM-1, Residential Multi-family district, for the development of 536 apartments on +/-45.3- acres of land attached as "Exhibit B."

Section 3. Conditions. The approvals granted by this Resolution are subject to the Applicant's compliance with the following conditions, to which the Applicant stipulated at the public hearing:

1. The Final Plat Development Order attached hereto and incorporated herein as "Exhibit C," shall be recorded into the public records concurrently with Final Plat mylar. This recording shall be executed within 20 working days of the effective date of Resolution No. 2025-26.
2. The proposed development shall be built in conformance with the approved Final Plat Development Order, and other related documents for this project.
3. Prior to recording the Final Plat mylar and Development Order, the Applicant shall pay all outstanding fees due to the City, including those for cost recovery.
4. Prior to recording the Final Plat mylar and Development Order, the Applicant and City shall execute the "Enrico Ridge Permit and Performance Bond Guaranty" attached hereto and incorporated herein as Exhibit "D."

Section 3. Conflicts. All Resolutions or parts of Resolution insofar as they are inconsistent or in conflict with the provisions of this Resolution are hereby repealed to the extent of any conflict.

Section 4. Severability. In the event any portion of this Resolution is determined to be invalid, illegal, or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portion or sections of the Resolution which shall remain in full force and effect.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption. If the final plat approved by this resolution is not recorded within the official records of Volusia County within 20 working days of the effective date, it shall expire.

**PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF
DELTONA, FLORIDA, THIS _____ DAY OF _____, 2025.**

BY: _____
Santiago Avila, Jr., MAYOR

ATTEST:

Joyce Raftery, CMC, MMC, CITY CLERK

Approved as to form and legality
for use and reliance of the City of
Deltona, Florida

TG Law, PLLC, CITY ATTORNEY

EXHIBIT A

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN A PORTION OF SECTIONS 4, 5 AND 8, TOWNSHIP 18 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH QUARTER CORNER OF SECTION 4, TOWNSHIP 18 SOUTH, RANGE 31 EAST; THENCE RUN SOUTH 88°37'31" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, FOR A DISTANCE OF 1370.68 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4 AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SOUTH LINE OF SOUTHWEST QUARTER OF SAID SECTION 4 SOUTH 88°37'31" WEST, FOR A DISTANCE OF 1370.68 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 4; THENCE RUN SOUTH 01°04'06" EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 8, FOR A DISTANCE OF 316.75 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF HOWLAND BOULEVARD, BEING A POINT ON A NON TANGENT CURVE CONCAVE SOUTHERLY; THENCE RUN WESTERLY ALONG SAID NORTH RIGHT OF WAY LINE AND ALONG SAID NON TANGENT CURVE HAVING A CENTRAL ANGLE OF 05°50'24", A RADIUS OF 1960.08 FEET, AN ARC LENGTH OF 199.79 FEET, A CHORD BEARING OF NORTH 85°57'52" WEST AND A CHORD DISTANCE OF 199.70 FEET TO A POINT ON A NON TANGENT LINE, BEING THE WEST LINE OF THE EAST 198.91 FEET OF THE NORTHEAST QUARTER OF SAID SECTION 8; THENCE RUN NORTH 01°04'06" WEST ALONG SAID WEST LINE, FOR A DISTANCE OF 300.81 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5; THENCE RUN NORTH 89°27'26" EAST ALONG SAID SOUTH LINE, FOR A DISTANCE OF 64.57 FEET TO THE EAST RIGHT OF WAY LINE OF BOYER STREET, DAVIS PARK SIXTH ADDITION TO ORANGE CITY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 22, PAGE 109 OF THE PUBLIC RECORDS OF VOULSIA COUNTY, FLORIDA; THENCE RUN NORTH 01°07'18" EAST ALONG SAID EAST RIGHT OF WAY LINE, FOR A DISTANCE OF 1262.78 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF WISCONSIN AVENUE OF SAID DAVIS PARK SIXTH ADDITION TO ORANGE CITY; THENCE RUN NORTH 89°32'46" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 135.41 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5; THENCE RUN NORTH 01°10'12" EAST ALONG SAID EAST LINE, FOR A DISTANCE OF 60.02 FEET TO THE SOUTH LINE OF DAVIS PARK EIGHTEENTH ADDITION TO ORANGE CITY ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 10, PAGE 43 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 88°47'38" EAST ALONG SAID SOUTH LINE, FOR A DISTANCE OF 1367.30 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4 AND THE WEST RIGHT OF WAY LINE OF WILSON STREET, DAVIS PARK TWELFTH ADDITION TO ORANGE CITY ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 22, PAGE 115 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 01°01'50" WEST ALONG SAID WEST RIGHT OF WAY LINE AND THE EAST LINE OF THE SOUTHWEST QUARTER OF THE

SOUTHWEST QUARTER OF SAID SECTION 4 FOR A DISTANCE OF 1318.45 FEET
TO THE POINT OF BEGINNING.

CONTAINING 46.776 ACRES MORE OR LESS.

ELOAH ESTATES

A PORTION OF SECTIONS 4, 5 AND 8 TOWNSHIP 18 SOUTH, RANGE 31 EAST,
CITY OF DELTONA, VOLUSIA COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN A PORTION OF SECTIONS 4, 5 AND 8, TOWNSHIP 18 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 18 SOUTH, RANGE 31 EAST BEING AN ASSUMED BEARING OF SOUTH 88°37'31" WEST.
- ALL PROPERTY AND LOT CORNERS SHALL BE SET WITHIN THE STIPULATED TIME RELATIVE TO THE RECORDING OF THIS PLAT.
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE UTILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY, SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- THE DRAINAGE EASEMENTS AND PEDESTRIAN EASEMENTS SHOWN HEREON ARE DEDICATED TO THE CITY OF DELTONA. THE CITY OF DELTONA HAS THE RIGHT BUT NOT THE OBLIGATION TO ACCESS, MAINTAIN, REPAIR, OR REPLACE ANY SUCH EASEMENTS FOR OR CAUSE TO BE CARED FOR ANY ALL DRAINAGE AND PEDESTRIAN EASEMENTS AS DEPICTED ON THIS PLAT.
- OPINION OF TITLE FOR ELOAH ESTATES WAS PREPARED BY BRENNAN MANNA DIAMOND, LP, DATED DECEMBER 17, 2024, AT 8:00 AM BASED ON AN OWNERSHIP AND ENCUMBRANCE REPORT CONDUCTED BY FIRST AMERICAN TITLE INSURANCE COMPANY.
- OFFICIAL RECORDS BOOK 8573, PAGE 929 IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- COUNTY OF VOLUSIA UTILITY EASEMENT SHALL BE DEDICATED TO AND MAINTAINED BY VOLUSIA COUNTY.

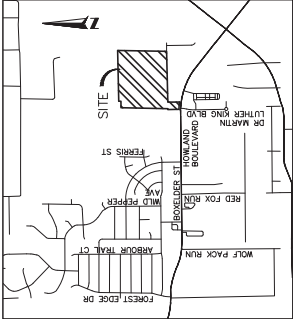
RESTRICTIONS OR ENCUMBRANCES PER OPINION OF TITLE LETTER:

- RIGHT OF WAY EASEMENT IN FAVOR OF THE COUNTY OF VOLUSIA, RECORDED ON OR ABOUT SEPTEMBER 15, 1969, IN OFFICIAL RECORDS BOOK 1544, PAGE 360. -BENEFITS SUBJECT PROPERTY
- EASEMENT AND RIGHT OF ACCESS IN FAVOR OF FLORIDA POWER CORPORATION, RECORDED ON MARCH 13, 1991, IN OFFICIAL RECORD BOOK 3600, PAGE 1122; NOTING EXCEPTIONS FOR INSTALLATION OF FENCES AND GATES IN SUCH EASEMENT AREAS; AND, WITHOUT OBJECTION TO CONSTRUCTION OF BUILDINGS OR STRUCTURES WITHIN PORTIONS OF EASEMENT AREAS, AND WITHOUT OBJECTION TO CONSTRUCTION OF SPECIFIED INFRASTRUCTURE ITEMS NOT TO EXCEED FIFTEEN (15) FEET ABOVE GROUND LEVEL, WITHIN SUCH EASEMENT AREAS. -AFFECTS SUBJECT PROPERTY, AS SHOWN HEREON
- DECLARATION OF EASEMENTS RECORDED ON JULY 16, 2004, IN OFFICIAL RECORDS BOOK 5362, PAGE 1563. - AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE AND NO PLOTTABLE EASEMENTS
- PROPERTY AGREEMENT RECORDED ON SEPTEMBER 15, 2017, IN OFFICIAL RECORD BOOK 7447, PAGE 1899. - AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE AND NO PLOTTABLE EASEMENTS
- COMBINATION OF LOT PROPERTY AGREEMENT, RECORDED ON SEPTEMBER 14, 2020, IN OFFICIAL RECORD BOOK 7910, PAGE 1368. - AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE AND NO PLOTTABLE EASEMENTS
- DEED NO. 4006, RECORDED IN DEED BOOK 550, AT PAGE 105. - AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE AND NO PLOTTABLE EASEMENTS
- COMBINATION OF LOT PROPERTY AGREEMENT, RECORDED ON SEPTEMBER 14, 2020, IN OFFICIAL RECORD BOOK 7910, AT PAGE 1362. - AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE AND NO PLOTTABLE EASEMENTS
- THAT MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, ASSIGNMENT OF CONTRACTS AND PLANS, AND FUTURE FILING RECORDED ON AUGUST 5, 2020, IN OFFICIAL RECORD BOOK 8294, PAGE 196. - NOT A SURVEY MATTER
- THE RELEASE OF MORTGAGE WITHOUT SATISFACTION ON THE PROPERTY RECORDED ON JUNE 21, 2024, IN OFFICIAL RECORD BOOK 8572 AT PAGE 3999. - NOT A SURVEY MATTER
- THE AFFIDAVIT OF ELOAH ESTATES, LLC, RECORDED ON JUNE 24, 2024, IN OFFICIAL RECORD BOOK 8573, PAGE 925. - NOT A SURVEY MATTER
- THAT MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES, AND RENTS AND FUTURE FILING RECORDED ON JUNE 24, 2024, IN OFFICIAL RECORD BOOK 8573, PAGE 929. - NOT A SURVEY MATTER
- THAT FLORIDA LUCF FINANCING STATEMENT FORM FILED ON JUNE 24, 2024, IN OFFICIAL RECORD BOOK 8573, PAGE 963. - NOT A SURVEY MATTER
- THAT NOTICE OF ENVIRONMENTAL RESOURCE PERMIT FILED ON JUNE 23, 2024 IN OFFICIAL RECORD BOOK 8586 AT PAGE 293. - NOT A SURVEY MATTER
- THAT REVISED AND RESTATED CONSTRUCTION AGREEMENT FILED ON DECEMBER 18, 2024, IN OFFICIAL RECORD BOOK 8645, AT PAGE 801. - AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE AND NO PLOTTABLE EASEMENTS

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED IN HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN ANY MANNER BY ANY OTHER INSTRUMENTS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

LEGEND AND ABBREVIATIONS:

- SET PERMANENT REFERENCE MONUMENT STAMPED P.R.M. L.B. # 6723
- CHANCE OF DIRECTION
- R/W
- RIGHT OF WAY
- ¢
- PG. PAGE
- O.R.B. OFFICIAL RECORDS BOOK
- O.A. OVERALL
- N.R. NON-RADIAL
- M.B. MAP BEARING
- CB CHORD BEARING
- CH CHORD DISTANCE
- PSM PROFESSIONAL SURVEYOR AND MAPPER
- CCR CERTIFIED CORNER RECORD
- L.B. LICENSED BUSINESS
- △ CENTRAL ANGLE
- △ RADIUS
- L ARC LENGTH
- C.R. COUNTY ROAD
- L# LINE TAG
- C# CURVE TAG
- HOA HOMEOWNERS ASSOCIATION
- E.E. PUBLIC PEDESTRIAN EGRESS EASEMENT
- D.E. PUBLIC DRAINAGE EASEMENT
- U.E. COUNTY OF VOLUSIA UTILITY EASEMENT



VICINITY MAP
(SCALE: 1" = 2000')

SHEET INDEX:

SHEET 1 OF 3: LEGAL DESCRIPTION, EASEMENTS, LEGEND, SURVEYORS NOTES AND VICINITY MAP
SHEETS 2-3 OF 3: BOUNDARY INFORMATION, TRACT AND LOT GEOMETRY



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16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355 LB#6723

ELOAH ESTATES DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT ELOAH ESTATES LLC, A LIMITED LIABILITY COMPANY, BEING THE OWNER OF THE PROPERTY SHOWN HEREON, HAS HEREBY DEDICATED, GRANTED, CONVEYED, PLATTED FOR THE PURPOSES AND USES THEREIN EXPRESSED AND (RIGHT-OF-WAY) FOR THE PERPETUAL USE OF THE PUBLIC, PUBLIC DRAINAGE EASEMENTS AND PUBLIC PEDESTRIAN EGRESS EASEMENTS, TO THE CITY OF DELTONA, FLORIDA, FOR THE PERPETUAL USE OF THE PUBLIC.

TRACT "A" (TREE PRESERVATION AREA) AS SHOWN HEREON SHALL BE REMAINTAINED BY THE OWNER OF THE PROPERTY. OWNER, LOT 2, WILL BE MAINTAINED BY THE PROPERTY OWNER.

IN WITNESS WHEREOF, HAS CAUSED THESE PRESENTS TO BE SIGNED BY THE OWNER NAMED BELOW ON 02/25.

ELOAH ESTATES LLC, A FLORIDA LIMITED LIABILITY COMPANY

BY:

PRINTED NAME: Maranda, Wendie

TITLE: MANAGER

SIGNATURE OF WITNESS

PRINTED NAME OF WITNESS

SIGNATURE OF WITNESS

PRINTED NAME OF WITNESS

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2025, at _____, Florida, by _____, Manager of ELOAH ESTATES LLC, a Florida limited liability company, on behalf of the Company. Said person [] is personally known to me or [] produced a driver's license as identification.
BY: _____

PRINTED NAME: _____

NOTARY PUBLIC STATE OF FLORIDA

COMMISSION NUMBER _____

MY COMMISSION EXPIRES _____

QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED BEING PROPERLY LICENSED SURVEYOR AND MAPPER THAT HAS PREPARED THE FOREGOING PLAT WAS MADE UNDER MY DIRECTION AND SUPERVISION AND THAT THE PLAT COMPLIES WITH ALL THE SURVEY REQUIREMENTS OF THE FLORIDA SURVEYING BOARD. THAT SAID LAND IS LOCATED WITHIN VOLUSIA COUNTY, FLORIDA.

DATED: _____ SIGNED: _____

JAMES L. RICHMAN

16 EAST PLANT STREET

WINTER GARDEN, FLORIDA 34787

AUTHORIZATION NUMBER LB 6723

CERTIFICATE OF APPROVAL BY THE CITY COMMISSION OF THE CITY OF DELTONA, VOLUSIA COUNTY, FLORIDA
THIS IS TO CERTIFY THAT ON 02/25, 2025, THE FOREGOING PLAT WAS APPROVED BY THE CITY COMMISSION OF THE CITY OF DELTONA, VOLUSIA COUNTY, FLORIDA.

SANTIAGO AVILA, JR.

MAYOR OF THE CITY OF DELTONA, FLORIDA

ATTEST:

JOYCE RANNEY

CITY CLERK OF THE CITY OF DELTONA, FLORIDA.

CERTIFICATE OF APPROVAL BY CITY REGISTERED SURVEYOR
I HEREBY CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR THE CONFORMITY OF THE REQUIREMENTS OF CHAPTER 177, PART 1 OF FLORIDA STATUTES. NO CONFORMANCE OF MATHEMATICAL CALCULATIONS OR CONFORMANCE OF PLANS AND PLOTS IN THE FIELD WAS MADE IN THIS REVIEW.

BY:

CITY REGISTERED SURVEYOR

CPH CONSULTING, LLC LB# 7143

500 WEST FULTON STREET

SANFORD, FLORIDA 32771

STATE OF FLORIDA LICENSE NUMBER 811-S

FLORIDA REGISTRATION NUMBER 31444

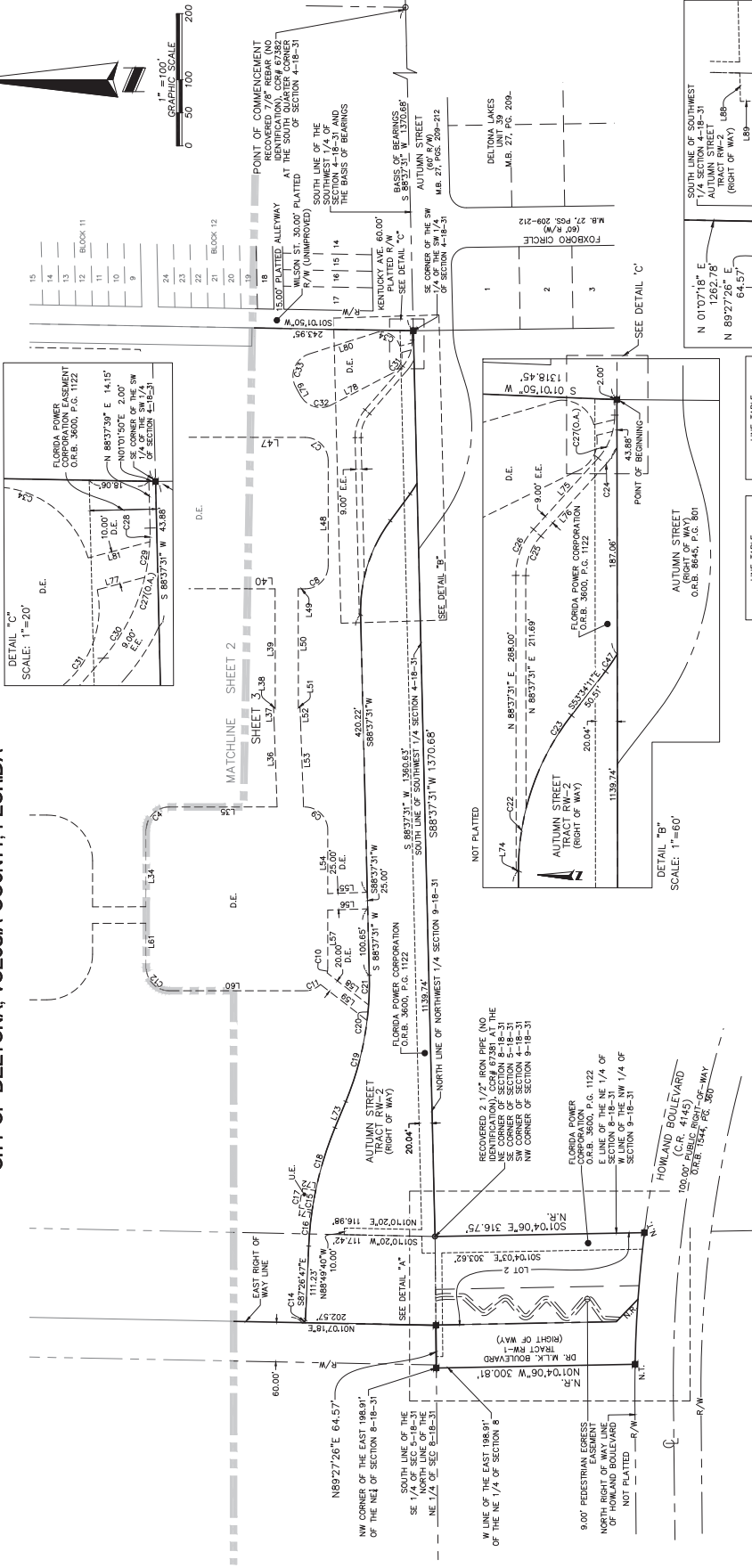
ELOAH ESTATES

A PORTION OF SECTIONS 4, 5 AND 8 TOWNSHIP 18 SOUTH, RANGE 31 EAST,
CITY OF DELTONA, VOLUSIA COUNTY, FLORIDA

SHEET 3 OF 3

MAP BOOK

PAGE



TRACT TABLE				CURVE TABLE			
TRACT	USE	AREA (ACRES)	OWNED AND MAINTENANCE	CURVE	RADIUS	CHORD BEARING	CHORD
RW-1	RIGHT OF WAY	0.46	CITY OF DELTONA	C4	35.00'	N45°00'00\"	49.50'
RW-2	RIGHT OF WAY	3.22	CITY OF DELTONA	C7	35.00'	N45°00'35\"	48.48'
TRACT 'A' TREE PRESERVATION	5.52	LOT 1 PROPERTY OWNER		C8	35.00'	N45°00'00\"	49.50'
LOT 1	RESIDENTIAL	42.15	PROPERTY OWNER	C9	35.00'	N45°00'00\"	49.50'
LOT 2	RESIDENTIAL	0.94	PROPERTY OWNER	C10	35.00'	N45°00'00\"	49.50'

SHEET INDEX:

SHEET 1 OF 3: LEGAL DESCRIPTION, IDENTIFICATIONS, LEGEND, SURVEYORS
SHEETS 2-3 OF 3: BOUNDARY INFORMATION, TRACT AND LOT GEOMETRY



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LINE TABLE				CURVE TABLE			
LINE	BEARING	LENGTH	DELTA	CURVE	RADIUS	CHORD BEARING	CHORD
L34	N00°00'00\"	116.08'		C30	58.00'	S02°49'00\"	27.53'
L76	S49°05'19\"	87.35'		C31	30.00'	S00°39'36\"	39.30'
L75	S49°05'19\"	87.35'		C32	35.00'	S16°11'11\"	48.83'
L78	S27°32'54\"	97.84'		C33	35.00'	N88°21'37\"	54.18'
L79	S60°55'15\"	14.45'		C34	30.00'	N32°21'24\"	39.49'
L80	N17°38'28\"	101.13'		C35	52.47'	S89°01'20\"	15.97'
L81	N14°40'35\"	19.29'		C36	7.47'	S2°15'00\"	5.32'
L82	N00°01'50\"	212.19'		C37	7.53'	S01°53'00\"	9.79'
L83	N89°27'26\"	17.21'		C38	7.47'	S05°42'56\"	10.45'
L84	N89°27'26\"	17.21'		C39	7.47'	S05°42'56\"	10.45'
L85	N89°27'26\"	17.21'		C40	7.47'	S01°53'00\"	9.79'
L86	N89°27'26\"	17.21'		C41	7.47'	S01°53'00\"	9.79'
L87	N89°27'26\"	17.21'		C42	7.47'	S02°33'25\"	11.83'
L88	N89°27'26\"	17.21'		C43	7.53'	S28°57'59\"	6.59'
L89	S01°04'03\"	19.48'		C44	1860.08'	N87°06'36\"	98.59'
L90	S01°04'03\"	19.48'		C45	1860.08'	N83°24'45\"	25.33'
L91	S42°26'24\"	30.00'		C46	1860.08'	N83°24'45\"	25.33'
L92	S42°26'24\"	30.00'		C47	170.00'	S86°45'33\"	18.89'
L93	S50°06'13\"	79.14'					
L94	S37°40'50\"	89.01'					
L95	S37°40'50\"	89.01'					
L96	S37°40'50\"	89.01'					
L97	S54°05'04\"	30.00'					
L98	S49°48'15\"	30.00'					
L99	S49°48'15\"	30.00'					
L100	S03°00'55\"	17.14'					
L101	S03°00'55\"	17.14'					
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L170	S03°00'55\"	17.14'					
L171	S03°00'55\"	17.14'					
L172	S03°00'55\"	17.14'					
L173	S03°00'55\"	17.14'					
L174	S03°00'55\"	17.14'					
L175	S03°00'55\"	17.14'					
L176	S03°00'55\"	17.14'					
L177	S03°00'55\"	17.14'					
L178	S03°00'55\"	17.14'					
L179	S03°00'55\"	17.14'					
L180	S03°00'55\"	17.14'					
L181	S03°00'55\"	17.14'					
L182	S03°00'55\"	17.14'					
L183	S03°00'55\"	17.14'					
L184	S03°00'55\"	17.14'					
L185	S03°00'55\"	17.14'					
L186	S03°00'55\"	17.14'					
L187	S03°00'55\"	17.14'					
L188	S03°00'55\"	17.14'					
L189	S03°00'55\"	17.14'					
L190	S03°00'55\"	17.14'					
L191	S03°00'55\"	17.14'					
L192	S03°00'55\"	17.14'					
L193	S03°00'55\"	17.14'					
L194	S03°00'55\"	17.14'					
L195	S03°00'55\"	17.14'					
L196	S03°00'55\"	17.14'					
L197	S03°00'55\"	17.14'					
L198	S03°00'55\"	17.14'					
L199	S03°00'55\"	17.14'					
L200	S03°00'55\"	17.14'					

LINE TABLE				CURVE TABLE			
LINE	BEARING	LENGTH	DELTA	CURVE	RADIUS	CHORD BEARING	CHORD
L30	S62°49'08"E	27.80'	27°27'39"	C30	58.00'	S02°49'08"E	27.53'
L31	S60°09'36"E	42.85'	81°50'08"	C31	30.00'	S00°39'36"E	39.30'
C32	S31°01'11"W	48.83'	88°28'08"	C32	35.00'	S16°11'11"W	48.83'
C33	S35.00'	54.18'	101°26'17"	C33	35.00'	N68°21'37"W	54.18'
C34	S30.00'	39.41'	82°19'30"	C34	30.00'	N32°21'24"E	39.49'
C35	S50.00'	16.03'	17°30'00"	C35	52.47'	S89°01'20"E	15.97'
C36	S27°32'54"E	101.13'	17°30'00"	C36	7.47'	S2°15'00"W	5.32'
C37	S60°55'15"E	14.45'	8°06'42"	C37	7.53'	S01°53'07"W	9.79'
C38	N17°38'28"E	88.46'34"	11°35'	C38	7.47'	S05°42'56"W	10.45'
C39	N14°40'35"E	86.93'14"	12°75'	C39	7.53'	S05°42'56"W	10.45'
C40	N17°38'28"E	90.11'44"	12°54'	C40	7.47'	S01°52'50"W	11.12'
C41	N89°06'57"E	13.03'	89°06'57"	C41	7.53'	S02°33'46"E	11.46'
C42	N104°43'19"	13.05'	104°43'19"	C42	7.47'	S00°23'25"E	11.83'
C43	N27°52'59"E	6.59'	27°52'59"	C43	7.53'	S28°57'59"W	6.59'
C44	N86°01'08"E	98.60'	254°36'	C44	1860.08'	N87°06'36"E	98.59'
C45	N83°24'45"E	25.23'	23°72'58"	C45	1860.08'	N84°31'54"W	10.18'
C46	N83°24'45"E	25.23'	0°44'16"	C46	1860.08'	N83°24'45"E	25.23'
C47	S86°45'53"E	18.89'	63°23'37"	C47	170.00'	S86°45'53"E	18.89'

EXHIBIT C

CITY OF DELTONA FINAL PLAT DEVELOPMENT ORDER

Eloah Estates Final Plat SD24-0003
1000 Eloah Estates Road and 2982 Howland Boulevard
PARCEL ID NOS.: 8104-00-00-0360 and 8108-00-00-0035

- A. FILE NO.: SD24-0003
- B. NAME OF APPLICANT: Audrey Wanich
- C. APPLICANT ADDRESS/TELEPHONE NO: 255 South Orange Ave. Suite 700
Orlando, FL 32801
aswanich@bmdpl.com

D. DESCRIPTION OR TYPE OF AUTHORIZED DEVELOPMENT:

A Request for Final Plat to facilitate a means of ingress and egress from 2982 Howland Boulevard, zoned C-2, General Commercial, to 1000 Eloah Estates Road, zoned RM-1, Residential Multi-family district, for the development of 536 apartments on +/-45.3- acres of land.

E. FINDINGS AND CONCLUSIONS:

Application received on:	March 25, 2024
Deemed complete on:	May 10, 2024
Approved by DRC on:	February 13, 2025
Approved by the City Commission	_____

The authorized development as proposed under this Development Order is found to be consistent with all applicable provisions of the City's Comprehensive Plan, the Land Development Code, and Chapter 177 of the Florida Statutes.

F. TIME LIMIT:

This Final Plat Development Order (D.O.) shall be valid for a period of 24 months from the date of Development Order recordation

G. CONDITIONS OF APPROVAL:

1. The proposed development shall be built in conformance with the approved Final Plat Development Order, and other related documents for this project.

2. Prior to recording the Final Plat mylar and Development Order, the Applicant shall pay all outstanding fees due to the City, including those for cost recovery.
3. Prior to recording the Final Plat mylar and Development Order, the Applicant and City shall execute the "Enrico Ridge Permit and Performance Bond Guaranty" attached hereto as Exhibit "A."
4. The Final Plat mylar and Development Order shall be recorded within 20-days of Resolution No. 2025-26 being approved, by the applicant.
5. Prior to recording the Final Plat mylar and Development Order, the applicant shall submit their performance bond in the amount of \$3,674,182.41.
6. The owner/developer shall contact Public Works Project Administrator, Ms. Bobbie Degon, at (386) 878-8976 to schedule a Pre-Construction Meeting after the Development Order is issued.
7. Before the clearing of the site commences, the owner/developer shall contact the NPDES Inspector at (386) 878-8979 to arrange for a site inspection to verify the proper installation of silt fences and other best management protection devices. A minimum 48-hour advance notice is required prior to a scheduled clearing.
8. The owner/developer or contractor shall contact Public Works Engineering Inspectors office at (386) 878-8945 or (386) 878-8996 to schedule all engineering and stormwater inspections. A minimum of 48 hours advance notice is required for all field inspections
9. The owner/developer shall contact Deltona Water at (386) 878-8970 or the Utility Systems Manager at (386) 878-8977 to schedule the coordination of utility construction activities, such as wet taps, backflow prevention equipment inspections, pressure testing, lift station start-ups, and Deltona Water fees. A minimum 24-hour advance notice is required for all field activities or inspections.
10. A Site Engineering Permit/Inspection Placard shall be issued by Public Works per this Development Order. This permit shall be posted at the construction site in a prominent place for public viewing. A minimum 48-

hour advance notice is required for all inspections. Please see the Site Engineering Permit/Inspection Placard for contact information.

11. The owner/developer shall contact the Deltona Fire Department, Fire Safety Division at (386) 878-8655 to schedule the coordination of fire safety required site and construction inspections, such as underground fire lines, fire sprinkler backflows, water supplies, etc.; as well as questions concerning fire safety fees. A minimum of 48 hours advance notice is required for all field activities or inspections.
12. Fire Department access roads provided in accordance with 18.2.3 shall be provided at the start of a project and shall be maintained throughout construction (NFPA 1, Fire Code, 2021 Edition, Section 16.1.4).
13. Fire department access roads shall maintain a clear width of 24 feet and a vertical clearance of 17 feet. The locations of any plantings shall consider the full growth of trees and landscaping, and shall not obstruct fire apparatus access, or access to, visibility of, or function of any fire protection equipment.
14. The holder of all required state and federal permits shall have acquired such permits before the commencement of any site development or clearing and provide a copy to the City of Deltona for review.
15. In accordance with Florida Statute 556.105, before any site clearing or digging commences, the owner/developer shall provide a copy of the call ticket and number to Public Works Environmental staff at a pre-clearing inspection. To schedule the utility locate, please contact Sunshine One at 1 (800) 432-4770, or visit www.callsunshine.com. This condition must be prior to pre-clearing inspection (see #8 above). If the call ticket is not provided at time of pre-clearing, inspection will not be approved and will be subject to any civil penalties. For more information or additional assistance please contact the Code Compliance Division at (386) 878-8700.
16. Although irrigation plans are submitted to the City as part of the site plan review process, approval and permitting for irrigation is obtained from the

Volusia County Office of the Florida State Health Department. Please contact Mr. Andy Natal at (386) 736-5444 for additional information.

17. Consistent with Ordinance No. 06-2019 the City has granted a waste hauler exclusive right to haul waste and refuse (residential and non-residential uses) within the city limits of Deltona. Therefore, all waste management, including but not limited to, debris and other refuse generated during the land clearing and construction phase(s) shall be hauled by the sole hauler granted exclusive rights by the City. In addition, after a Final Plat is accepted and individual C.O.s are issued for dwellings, the hauler will continue to be the sole provider for solid waste hauling for the project. The City currently has a relationship with the solid waste hauler Waste Pro. To coordinate waste management with Waste Pro, contact Waste Pro at (386) 788-8890. This condition will apply to any future exclusive solid waste hauling terms negotiated by the City.

18. After roads or other infrastructure are built and accepted by the City, no right-of-way or other dedicated areas can be used to store or place any solid waste or solid waste container. In addition, all solid waste storage and management must be consistent with applicable City Codes.

19. This Development Order shall be subject to acceptance of a final plat by the City Commission.

H. CERTIFICATE OF CONCURRENCY:

Concurrency requirements, pursuant to the City's Comprehensive Plan and Land Development Code, have been reviewed and are determined to be sufficient. The Certificate of Concurrency is achieved by issuance of this Development Order and shall remain valid for the duration of this Development Order. However, concurrency is not vested and, should the project fail to meet concurrency requirements at the time a building permit application is made, the permit may not be issued.

I. LIMITATIONS:

1. This Development Order authorizes development within the City of Deltona, as specified herein. Any deviation from or modifications of the development authorized by this Development Order must be submitted to the Department of Planning and Development Services for appropriate review and, if warranted, approval.
2. This Development Order does not confer vested rights to development after the expiration date, specified herein. This Development Order authorizes the issuance of permits and is not a substitute for any required permit. This Development Order does not eliminate or substitute obligations to comply with all applicable City codes or ordinances, or for compliance with any other required federal, state, regional, or local permits.
3. Open burning of land clearing debris (uprooted or cleared vegetation) for purposes of preparation for development or construction of buildings and rights-of-way or land development is prohibited. Alternative means for disposal/removal shall be agreed upon with the City of Deltona Fire Official.
4. Where underground water mains and hydrants are to be provided, they shall be installed, completed, and in service prior to commencing construction work on any structure. (NFPA 1, Fire Code, 2021 Edition, Section 16.4.3.1.3 16.5.3.1.3).
5. A water supply for fire protection, either temporary or permanent, shall be made available, as soon as combustible material accumulates. There shall be no delay in the installation of fire protection equipment. (NFPA 1, *Fire Code*, 2021 Edition, Sections 16.5.3.1.1 and 16.5.3.1.2).
6. No vertical construction or storage of combustible material on-site shall be permitted, until fire hydrants are installed, inspected, flow tested and approved by the Fire Safety Division. Fire flows shall be conducted during peak demand hours, as determined by the Fire Department.
7. Buildings undergoing construction, alteration, or demolition operations, shall comply with NFPA 1, Fire Code, as amended, Sections 16.1, 16.4 and 16.5.

8. As part of the inspection and acceptance of project infrastructure, the Fire Safety Division shall determine if the accessibility for a fire apparatus is met, as per a Final Plat, and any corrective measures necessary shall be completed prior to the issuance of a Certificate of Occupancy.
9. The Volusia County Water Department is to be notified to witness tapping of water lines for hydrants and the inspection of hydrant connections and piping. All hydrants and installations shall meet City specifications.
10. Requirements for Projects with NPDES Permits: It will be the responsibility of the contractor(s) to ensure that all required permits are obtained and are in hand at the job site prior to commencement of construction. The contractor shall abide by all conditions contained therein. Permits included (but not necessarily limited to) are:
 - FDEP and St. Johns River Water Management District permits
 - Local rights-of-way use permits
 - NPDES General Stormwater Permit
 - USF&W and FWC environmental permits

Copies of the Notice of Intent (NOI) acknowledgement letter from FDEP with permit number and a copy of the Stormwater Pollution Prevention Plan (SWPPP) must be sent to the following address prior to commencing construction:

NPDES Inspector
201 Howland Blvd.
Deltona, Florida 32738

A copy of the NOI or letter from the FDEP confirming coverage under the State of Florida Construction Generic Permit shall be posted at the construction site in a prominent place for public viewing, in compliance with Part III (C)(2) of the State of Florida Construction Generic Permit.

11. Perimeter soil and erosion controls and controls for sensitive areas that conform to Best Management Practices (BMPs) must be installed prior to land clearing/disturbing activities. The contractor is to continually maintain, at his/her

expense, any and all erosion prevention systems, material management, and waste management needed to ensure that project construction will limit the exposure of these materials to stormwater and that construction will not cause any water quality degradation or violations to on-site or off-site properties, water bodies, ponds, lakes, or wetlands. No direct discharge of unfiltered water to downstream receiving waters will be allowed and discharge water shall be routed in such a manner as to adequately remove silt prior to runoff from site. The proposed BMP controls shall conform to federal, state, and local requirements or manual of practice, as applicable. The contractor shall implement additional controls as directed by permitting agency or owner. Wash-out areas shall be clearly delineated with silt fence, utilized, inspected daily, and maintained.

12. The contractor shall be responsible for performing weekly inspections of the SWPPP erosion controls and completing the Inspection Forms. Copies of these reports shall be maintained at the project site and made available to the City NPDES Inspector, upon request.
13. The limits of disturbance have been provided to the contractor on the construction plan. Unless otherwise directed by the owner or engineer and consented to by applicable regulatory and permitting authorities if required, the contractor is expected to contain all construction activities within these limits. At no time shall the contractor disturb surrounding properties or travel on surrounding properties without written consent from the property owner. Any repair or reconstruction of damaged areas in surrounding properties shall be repaired by the contractor on an immediate basis. All repairs shall be the responsibility of the contractor, and no extra compensation shall be provided.
 - A. All Florida Department of Environmental Protection application forms submitted to the City or Deltona Water must bear original signatures and seal of the engineer of record (EOR). Two (2) sets of signed and sealed construction plans are required for City records.

- B. Two (2) sets of as-built plans signed and sealed by the EOR, and a certification of construction letter from the EOR certifying that construction has been completed in substantial accordance with the approved plans and specifications must be submitted to the City/Deltona Water prior to final project inspections being performed of the completed project. Any deviations or modifications from the approved plans and specifications must be noted by the EOR in the certification letter and indicated on the as-built plans as applicable.
- C. The Site Engineering Permit/Inspection Placard shall be posted with the Building Permit and inspections performed by the applicable City Departments, as noted on the permit. It is the responsibility of the owner/developer and/or contractor to ensure that inspections are requested and performed as appropriate for the project.
- D. A copy of the St. Johns River Water Management District Environmental Review Permit (District), or letter from the district exempting site from permitting requirements, shall be provided to Public Works/Engineering prior to construction of any stormwater system improvements. Upon completion of construction, the EOR shall also submit a copy of the executed District certification of construction form.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

Director, or Designee
Planning and Development Services

Date Approved

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by _____ Director, or Designee, Planning & Development Services, who is personally known to me and who did not take an oath.

Notary Public Signature

(Notary Stamp)

EXHIBIT D

PERMIT AND PERFORMANCE BOND GUARANTY

THIS PERMIT AND PERFORMANCE GUARANTY (this “**Guaranty**”), is made effective as of the _____ day of March, 2025 (the “**Effective Date**”), by **ELOAH ESTATES, LLC.**, a Florida corporation (the “**Guarantor**”), to and for the benefit of **CITY OF DELTONA**, a municipality located in Volusia County, Florida (the “**City**”), and its successors, participants, endorsees and/or assigns.

RECITALS:

A. On or about August 20, 2020, the City’s Planning and Development Service previously approved the site plan (“Site Plans”) for the development of that project more commonly known as “Enrico Ridge” (“Project”) located at 2911 Alarka Lane, Deltona, Volusia County, Florida, 32728, which is owned by Enrico Ridge, LLC, a Florida limited liability company (“Enrico Ridge”).

B. City’s Building Services Division previously issued permits (“Prior Permits”) to Enrico Ridge for the construction of the Project, but such permits expired in or about January 2023.

C. Guarantor is the owner and developer of that proposed project more commonly known as “Eloah Estates”, located at 1000 Eloah Estates Road and 2982 Howland Blvd., in Deltona, Volusia County, Florida (“Eloah Estates”).

D. Enrico Ridge and Eloah are related business entities, with Eloah having D32 Invest, LLC as its Manager, and D32 Invest, LLC having Werner Macedo and Donieber Marangon as its Managers; and Enrico Ridge having Werner Macedo and Donieber Marangon as its Managers. It is agreed and affirmed by the signator for Guarantor, that such signator has the authority to bind Guarantor to this Agreement

E. In order for the City Commission to approve the Final Plat for Eloah Estates, it is necessary for Enrico Ridge to secure a performance bond (“Performance Bond”) assuring completion of the work reflected in the Prior Permits.

F. The City Commission previously tabled the review and approval of the proposed final plat for Eloah Estates, subject to an agreement whereby Guarantor would guarantee that Enrico Ridge would complete the Project;

G. Enrico Ridge has now completed various updated Building Permit Applications and the Fire Permit Applications (“Applications”), a list of which is attached hereto and made a part hereof as **Exhibit “A”** to submit to the City in order to reactivate the Prior Permits and allowing for the inspection and completion of the outstanding work needed for the issuance of a Certificate of Occupancy by the City under the 2021 Florida Building Code.

H. The City agrees that the Applications have been administratively reviewed and will be approved upon the formal submission of the Applications to the City with the payment of the application fees, in accordance with the Site Plan, subject to the execution of this Guaranty.

I. The City confirms that upon proper completion and inspection of the work reflected in the Applications, Enrico Ridge will have completed all work needed for the issuance of a Certificate of Occupancy.

J. Guarantor acknowledges that Guarantor will benefit from the Project’s permits being reissued insofar as the City Commission will then calendar the review of the proposed final plat for Eloah Estates on its Regular Meeting Agenda, and the City Commission would otherwise not do so without delivery of this Guaranty to City.

NOW THEREFORE, for and in consideration of the foregoing, the covenants, promises, undertakings, and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties agree as follows:

1. Recitals; Defined Terms. The above stated Recitals are true and correct and are incorporated herein by this reference. All capitalized terms used herein that are not otherwise defined in this Guaranty shall have the same meaning ascribed to such terms in the Loan Documents, as applicable.

2. Initial Timeframe. The City will timely review the Applications upon complete submission by Enrico Ridge. Within thirty (30) business days of receipt of the Applications by the City, the City will schedule a visual inspection and assessment of the Project in coordination with Enrico Ridge to occur within ten (10) business days thereafter. The purpose of this inspection and assessment is for the Building Official to examine the work on Enrico Ridge which was left in an unfinished state for approximately 2 years, and to allow the Building Official to reasonably determine what work may need to be reinspected, if any.

Guaranty. (a.) Guarantor absolutely and irrevocably guarantees and agrees to deposit with Brennan Manna & Diamond, PL (“Escrow Agent”) by or before the date of the closing and sale of Eloah Estates to Edward Rose Properties, Inc., a Michigan corporation (“Fund Date”), certified funds (“Escrow Funds”) equal to One Hundred Percent (100.00%) of the cost of the premium for a Performance Bond in which the City shall be the Obligee (“Guaranteed Obligation”). The term of the Performance Bond shall be indefinite, and shall require the Enrico Ridge Project to be completed and have obtained a Certificate of Occupancy no later than two (2) years from date of reissuance of the Prior Permits. Should the premium for the Performance Bond not be confirmed by the Insurer, as defined below, by or before the Fund Date, Escrow Agent shall withhold sales proceeds from the sale of Eloah Estates to Edward Rose Properties, Inc. in the amount of the Estimated Cost of Refinancing, as defined hereinbelow. Such Estimated Cost of Refinancing shall be disbursed directly to third parties at the closing of the refinance and rebalance of Enrico Ridge’s construction loan. Should Enrico Ridge secure a Performance Bond, the Estimated Cost of Refinancing held by the Escrow Agent and any other restrictions on funds held by Eloah shall fully and unconditionally released upon the delivery of proof of Performance Bond to Escrow Agent by any party.

(b.) Eloah agrees and the City consents that Construction Loan Services II, LLC, a Washington limited liability company (d/b/a Builder’s Capital) shall calculate the total cost to refinance the Enrico Project’s existing loans to provide sufficient capital to cover the Engineer’s Estimated Cost of Completion of the Project (the “Designated Financial Analyst”). The final report of the Designated Financial Analyst will be the final determination of the estimated cost to refinance the Enrico Project’s existing loans based upon the estimated cost of completion (the “Estimated Cost of Refinancing”). If the Parties cannot agree on a financial analyst within the allotted time, each Party shall designate a preferred financial analyst, who shall then designate a neutral third-party financial analyst. Enrico will bear the full fees and costs of the Designated Financial Analyst, but the Designated Financial Analyst shall be deemed to be responsible to all of the Parties individually and collectively. Any Designated Financial Analyst shall be duly licensed by the State of Florida, and in good standing. Eloah further agrees and covenants with the City that neither Eloah nor Enrico Ridge nor any of the principals of Eloah or Enrico Ridge shall use or be permitted to use funds generated from the Closing of the loan from Builder’s Capital in any other way or fashion other than for the direct completion of the Enrico Ridge Project, and as the same is approved in writing by Construction Loan Services II, LLC.

(c.) This Guaranty is a guaranty of payment and not of collection, and Guarantor waives any right it may have to require that any action be brought against Enrico Ridge or any other person or entity, or to require that resort be had to any security or to any balance or account or credit, if any, on the books of City in favor of Enrico Ridge, any other guarantor, or any other person or entity. In that regard, Guarantor agrees that City need not attempt to collect the premium of the Performance Bond from Enrico Ridge or any other party or to realize upon any collateral, but may require Guarantor to make immediate payment of the Performance Bond premium from any or all of the Escrow Funds. Enrico Ridge and Guarantor do hereby agree that if the premium of the Performance Bond is not paid or performed by Enrico Ridge within five (5) days of the deposit

of the Escrow Funds with the Escrow Agent, then Guarantor shall without demand immediately make such payments to the surety company issuing the Performance Bond.

(d.) Payment by Guarantor shall be made to Florida Surety Co. or such other surety company approved by the City, whose approval shall not be unreasonably withheld, for issuing the Performance Bond ("Issuer") as the premium becomes due. Guarantor shall make all payments to the Issuer of the Performance Bond premium free and clear of, and without deduction or withholding for or on account of, any setoff, counterclaim, defense, duties, taxes, levies, imposts, fees, deductions, withholding, restrictions or conditions of any kind. Said Bond shall be in the penal amount of not less than One-Hundred and Ten (110%) percent of the Engineer's Estimated Cost of Completion for the Enrico Ridge Project as provided by a Florida licensed Professional Engineer or Professional Architect and paid for by Eloah and approved by the City. Notwithstanding anything to the contrary, the City has approved 4C USA, LLC to create the Engineer's Estimated Cost of Completion. City shall not be first required to enforce against nor join Enrico Ridge, any liability guaranteed hereby before seeking enforcement thereof against the undersigned. In the event any claim or action, or action on any judgment, based on this Guaranty is brought against Guarantor, Guarantor agrees not to deduct, set-off, or seek any counterclaim for or recoup any amounts which are or may be owed by City to Guarantor.

(e.) The obligations hereunder are independent of the obligations of Enrico Ridge to City. A separate action or actions may be brought and prosecuted against Guarantor whether action is brought against Enrico Ridge, whether Enrico Ridge is joined in any such action. The liability of the undersigned Guarantor shall in no way be affected by the release or discharge of Enrico Ridge in any creditors', receivership, bankruptcy or other proceedings.

3. Waivers and Consents.

(a) Guarantor hereby waives notice of and hereby consents to acceptance of this Guaranty; and, diligence, presentment, demand, protest, notice of protest, notice of nonpayment or default and all other notices to which Enrico Ridge or Guarantor is entitled are hereby waived by Guarantor.

(b) The liability of Guarantor hereunder shall not be discharged or impaired in any respect by reason of any delay by City in enforcing the Guarantor's obligations under this Guaranty.

(c) Until the Guaranteed Obligation has been paid in full, and until the Enrico Ridge Project is completed and a Certificate of Occupancy issued by the City (i) Guarantor hereby postpones and agrees not to exercise any right of subrogation Guarantor has or may have as against Enrico Ridge with respect to the Guaranteed Obligations; (ii) Guarantor hereby postpones and agrees not to exercise any right to proceed against Enrico Ridge or any other person or entity now or hereafter liable on account of the obligations evidenced under the Guaranty for contribution, indemnity, reimbursement, or any other similar rights (irrespective of whether direct or indirect, liquidated or contingent); and (iii) Guarantor hereby postpones and agrees not to exercise any right Guarantor may have to proceed or to seek recourse against or with respect to any property or asset of Enrico Ridge or any other person or entity now or hereafter liable on account of the Guaranteed Obligations. Notwithstanding anything to the contrary contained in this Guaranty, Guarantor shall not exercise any rights of subrogation, contribution, indemnity, reimbursement or other similar rights against, and shall not proceed or seek recourse against or with respect to any property or asset of Enrico Ridge (including after payment in full of the Guaranteed Obligations) if all or any portion of the obligations evidenced in this Guaranty have been satisfied in connection with an exercise of remedies in respect of the stock or other equity interest of Enrico Ridge.

(d) Guarantor agrees that it will not assert any right of contribution against any other guarantor, if any, of the Guaranteed Obligations, whether the obligations of such other guarantor are evidenced by this Guaranty or other agreement, until such time as all of the obligations and liabilities of such other guarantor to City, whether now existing or hereafter arising, shall have been paid in full.

(e) Guarantor hereby waives any right or claim of right to cause a marshaling of any of Enrico Ridge's assets or the assets of any other party now or hereinafter held as security for any Guaranteed Obligations.

4. Consideration; No Limitation on Other Guaranties. Guarantor hereby confirms to City that Guarantor has an indirect interest in the issuance of a Performance Bond to Enrico Ridge, such that Guarantor will benefit both directly and indirectly from this Guaranty and that such benefits constitute fair, reasonable and adequate consideration to Guarantor for Guarantor's agreements hereunder.

5. Reliance on Representations. Guarantor acknowledges that City has relied upon Guarantor's representations and warranties herein, has made no independent investigation of the truth thereof and is not charged with any knowledge contrary thereto that may have been received by any officer, director, employee, shareholder, or agent of City.

6. No Duties of City. City shall have no duty to Guarantor to monitor the actions or condition of Enrico Ridge. It is the intention of the parties that City may rely completely on this Guaranty for repayment of the obligations guaranteed hereunder whether or not Enrico Ridge is creditworthy and whether or not it would be prudent to make such loans and advances to or on behalf of Enrico Ridge or to permit the same to remain outstanding. City shall have no duty to Guarantor to ensure the payment and performance by Enrico Ridge of its obligations under this Guaranty.

7. Governing Law; Choice of Forum; Service of Process; Jury-Trial Waiver.

(a) The validity, interpretation and enforcement of this Guaranty and any dispute arising out of the relationship between Guarantor and City, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of Florida (without giving effect to principles of conflicts of law) and such federal law as may be applicable.

(b) Guarantor hereby irrevocably consents and submits to the non-exclusive jurisdiction of the courts in Volusia County, Florida and the United States District Court serving Volusia County, Florida and waives any objection based on venue or *forum non conveniens* with respect to any action instituted therein arising under this Guaranty or in respect of this Guaranty, in each case whether now existing or hereafter arising and whether in contract, tort, equity or otherwise, and agrees that any dispute arising out of the relationship between Guarantor or Enrico Ridge or any other party to this Guaranty and City shall be heard only in the courts described above (except that City shall have the right to bring any action or proceeding against Guarantor or Guarantor's property in the courts of any other jurisdiction which City deems necessary or appropriate in order to realize on any collateral at any time granted by Enrico Ridge, Guarantor, or any other party to this Guaranty to City or to otherwise enforce its rights against Guarantor or Guarantor's property).

(c) GUARANTOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS GUARANTY WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. GUARANTOR HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT GUARANTOR OR CITY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS GUARANTY WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF GUARANTOR AND CITY HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

8. Multiple Guarantors. If there is, or at any time hereafter there is, more than one guarantor of the Guaranteed Obligations (or any part thereof), the failure or refusal of any or some of such guarantors to execute this Guaranty, any other guaranty agreement, or from time to time any amendments, modifications, consents, or other instruments related to this Guaranty, the Loan, the Note, or any of the other Loan Documents shall not affect or impair Guarantor's agreements and obligations under this Guaranty.

9. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a “**Notice**”) shall be in writing and addressed to the parties at the addresses set forth below (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). Any party may update its notice address herein upon providing five (5) days prior written notice to the other parties hereto. All Notices shall be delivered by one of the following methods: (a) personal delivery, (b) nationally recognized overnight or next business day courier (with all fees pre-paid), (c) United States Mail, postage prepaid, (d) facsimile (with confirmation of transmission), or (e) e-mail transmission (with any applicable files attached thereto in PDF file format, unless another file format is necessary or required). Notice shall be deemed given on the first to occur of the following: (i) the date it is hand delivered, (ii) the next business day after it is picked up by the overnight courier, (iii) the third (3rd) business day after it is deposited in the United States mail as provided above, (iv) on the date it is sent by facsimile transmission (with confirmation of transmission), or (v) the date sent by e-mail transmission (provided the sender of the email receives no notification of failed delivery).

Addresses for notices are as follows:

If to City:	Dale “Doc” Dougherty, ICMA-CM, City Manager City of Deltona 2345 Providence Blvd Deltona, FL 32725
With a copy to:	Gemma Torcivia, City Attorney TG Law, PLLC 515 N. Flagler Drive, Suite 350 W. Palm Beach, FL 33401
If to Guarantor:	Eloah Estates, LLC Attn. Manager 211 S. Orange Ave., 7 th Floor Orlando, FL 32802
with a copy to:	Brennan Manna and Diamond Attn: Robert Q. Lee, Esq. or Audrey S. Wanich, Esq. 255 S. Orange Avenue, Suite 700 Orlando, Florida 32801 Facsimile: (407) 392-0318 E-mail: rqllee@bmdpl.com and aswanich@bmdpl.com

10. Time of Essence. Time shall be of the essence in this Guaranty with respect to all of Guarantor’s obligations hereunder.

11. Assignment. This Guaranty is assignable by City with notice to Guarantor, and any assignment hereof by City shall operate to vest in such assignee all rights and powers herein conferred upon and granted to City. Assignment or transfer of the indebtedness guaranteed hereby shall automatically assign this Guaranty whether or not the Guaranty is expressly referred to in the transfer or assignment and without the necessity of an express assignment.

12. Severability. This Guaranty is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Guaranty or the application thereof to any person or circumstances shall, for any reason and to the extent, be invalid or unenforceable, the remainder of this Guaranty and the application of such provision to other persons or

circumstances shall not be affected thereby but instead shall be enforced to the greatest extent permitted by law.

13. Amendments and Waivers. Neither this Guaranty nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of City. City shall not by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of City. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by City of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which City would otherwise have on any future occasion, whether similar in kind or otherwise.

14. Construction of Agreement. All of the parties to this Agreement have participated freely in the negotiation and preparation hereof. Accordingly, this Agreement shall not be more strictly construed against any party hereto.

15. Entire Agreement. This Guaranty represents the entire agreement and understanding of the parties concerning the subject matter hereof, and supersedes all other prior agreements, understandings, negotiations, term sheets, proposal letters, commitment letters, discussions, representations, warranties, commitments, offers and contracts concerning the subject matter hereof, whether oral or written. Guarantor's obligations or the City's rights under the terms of this Guaranty may only be modified or amended if the same are contained in a writing signed by the City and the Guarantor.

16. Successors and Assigns. This Guaranty shall be binding upon each of the undersigned parties, and its successors and assigns and shall inure to the benefit of City and its successors, endorsees, transferees and assigns. Guarantor is not entitled to, and shall not, assign any of its obligations hereunder without prior written approval of the City, whose approval shall not be unreasonably withheld.

17. Construction. All references to the term "**Guarantor**" wherever used herein shall mean Guarantor and Guarantor's successors and assigns (including, without limitation, any receiver, trustee or custodian for Guarantor or any of Guarantor's assets or Guarantor in Guarantor's capacity as debtor or debtor-in-possession under the United States Bankruptcy Code). All references to the term "**City**" or "**Obligee**" wherever used herein shall mean City and its successors and assigns and all references to the term "**Enrico Ridge**" wherever used herein shall mean Enrico Ridge and its successors and assigns (including, without limitation, any receiver, trustee or custodian for Enrico Ridge or any of its assets or Enrico Ridge's in its capacity as debtor or debtor-in-possession under the United States Bankruptcy Code). All references to the term "**Person**" or "**person**" wherever used herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock corporation, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof. All references to the plural shall also mean the singular and to the singular shall also mean the plural.

{Signature page follows}

IN WITNESS WHEREOF, Guarantor has executed this Guaranty effective as of the Effective Date.

**Signed, Sealed, and Delivered
In the Presence of:**

GUARANTOR:

WITNESS 1:

**ELOAH ESTATES, LLC, a Florida limited liability
company**

Print Name:

By: _____

WITNESS 2:

Printed Name: _____

Print Name:

Its: _____

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was executed and acknowledged before me by means of ____ physical
presence or _____ online notarization this ____ day of _____, 2025, by _____,
individually and as authorized agent for Eloah Estates, LLC, a Florida limited liability company, on behalf of
the _____ corporation, who is personally known to me or produced
_____ as identification.

[NOTARY SEAL]

Notary Public, State and County Aforesaid
Name: _____
My Commission Expires: _____
My Commission Number is: _____

IN WITNESS WHEREOF, City has executed this Guaranty effective as of the Effective Date.

**Signed, Sealed, and Delivered
In the Presence of:**

CITY:

WITNESS 1:

CITY OF DELTONA

Print Name:

By: _____

WITNESS 2:

Printed Name: _____

Its: _____

Print Name:

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was executed and acknowledged before me by means of ____ physical presence or _____ online notarization this ____ day of _____, 2025, by _____, individually and as authorized agent for the City of Deltona, on behalf of the municipality, who is personally known to me or produced _____ as identification.

[NOTARY SEAL]

Notary Public, State and County Aforesaid
Name: _____
My Commission Expires: _____
My Commission Number is: _____