

ORDINANCE NO. 32-2025

AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, AMENDING THE OFFICIAL ZONING MAP TO REZONE APPROXIMATELY 7.93 ACRES OF LAND LOCATED AT 930 HOWLAND BOULEVARD FROM RETAIL COMMERCIAL (C-1) TO MIXED-USE PLANNED DEVELOPMENT (MPUD); PROVIDING FOR RECORDING, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Deltona, Florida, has received an application from Blackfin Acquisitions, LLC (the “Applicant”) to rezone ±7.93 acres of land located at 930 Howland Boulevard, Deltona, Florida 32725 (the “Subject Property”) from Retail Commercial (C-1) to Mixed Planned Unit Development (MPUD); and

WHEREAS, the Applicant has stipulated to a Master Development Plan, certain allowable and prohibited uses, parking requirements, enhanced landscaping standards, architectural controls, transportation/traffic impacts, development phasing, and other miscellaneous conditions applicable to the Subject Property, as further described in the Development Agreement and associated exhibits attached hereto and incorporated herein; and

WHEREAS, the City of Deltona, Florida, and its Planning and Zoning Board, sitting as the Local Planning Agency, have complied with the requirements of the Municipal Home Rule Powers Act, sections 166.011 et. seq., Florida Statutes, in considering the proposed MPUD rezoning; and

WHEREAS, after said public hearing, the City Commission of the City of Deltona, Florida, has determined that the MPUD zoning is consistent with the Comprehensive Plan of the City of Deltona, Florida.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA, AS FOLLOWS:

Section 1. Findings. The foregoing Whereas clauses are hereby ratified and incorporated as the legislative intent of this ordinance.

Section 2. Property Zoning Amendment Approved. Located in the City of Deltona, Florida this Mixed Planned Unit Development (MPUD) zoning amendment is hereby approved and includes Exhibit "A," Development Agreement as a written agreement for the mixed-use planned unit development; Exhibit "B," Legal Description; Exhibit "C," Master Development Plan, Exhibit "D," List of Uses allowed within the Zoning. The following parcel identification number is included for this zoning amendment: 8231-00-00-0061.

Section 3. Recording. The Owner/Developer shall record and shall be responsible for all costs incurred in recording, this Ordinance and all exhibits hereto in the Public Records of Volusia County, Florida.

Section 3. Conflicts. Any and all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 4. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect any other provision or application of this Ordinance which can be given effect without the invalid provision or application.

Section 5. Effective Date. This Ordinance shall take effect immediately upon its final adoption by the City Commission.

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

First Reading: _____

Advertised: _____

Second Reading: _____

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

Name	Yes	No
Avila-Vazquez		
Colwell		
Heriot		
Howington		
Lulli		
Santiago		
Avila		

TG Law, PLLC, CITY ATTORNEY

**THIS INSTRUMENT WAS PREPARED BY
AND AFTER RECORDING RETURN TO:**

City Attorney
City of Deltona
2345 Providence Boulevard
Deltona, Florida 32725

Exhibit “A” to Ordinance No. 2025-32

DEVELOPMENT AGREEMENT

(for the project known as Howland Blvd. Self Storage Planned Unit Development (PUD) located at 930 Howland Boulevard, Deltona, Florida (hereinafter referred to as the “Subject Property”).

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the Agreement”) is entered into and made as of the ____ day of _____, 2025, by and between the CITY OF DELTONA, a Florida municipal corporation, with a mailing address of 2345 Providence Boulevard, Deltona, Florida 32725, (hereinafter referred to as the “City”), and Blackfin Acquisitions, LLC, a Florida limited liability company and/ or its assigns, whose address is 4440 PGA Blvd., Ste 600, Palm Beach Garden, Florida 33410 (hereinafter referred to as the “Owner or Owner/Developer”).

W I T N E S S E T H

WHEREAS, the Owner warrants that it holds legal title to the lands located in Volusia County, Florida, and within the corporate limits of the City of Deltona, said lands consisting of two commercial lots on 7.93 acres and being more particularly described in Exhibit “B”, Legal Description for the Subject Property, attached hereto and by this reference made a part hereof; and that the holders of any and all liens and encumbrances affecting such property will subordinate their interests to this Agreement; and

WHEREAS, the Owner/Developer has clear title of the Subject Property or the Developer is currently under contract to purchase the Subject Property and intends to develop 5.11 acres as a self-storage facility including 800 storage units with 57 covered RV and Boat parking spaces (which is not included in requirement for parking), 1,280 square feet of office space and an additional commercial lot consisting of 2.82 acres to be developed as phase II pursuant to this Agreement; and

WHEREAS, the Owner/Developer or Developer desires to facilitate the orderly development of the Subject Property in compliance with the laws and regulations of the City and other governmental authorities, and the Owner/Developer or Developer desires

to ensure that its development is compatible with other properties in the area and planned traffic patterns; and

WHEREAS, the development permitted or proposed under this Development Agreement is consistent with the City's Comprehensive Plan, concurrency management system, and all land development regulations, and this Agreement does not replace, supersede, or grant variances to those regulations except as to the 800 units of self-storage parking requirements for which an administrative modification shall be granted with this Development Agreement to allow 30 parking spaces for 800 units of self-storage units and 5 parking spaces (two of which are handicapped) for 1,280 square feet of office space, which is a reduction from the 80 spaces required by the current Land Development Code as supported by the Institute of Transportation Engineers ("ITE") Standards, 6th addition, and methods established by Volusia County; and

WHEREAS, it is the purpose of this Agreement to clearly set forth the understanding and agreement of the parties concerning the matters contained herein; and

WHEREAS, the Owner/Developer and/or Developer have sought the City's approval to develop the Subject Property, and the City approved Ordinance No. 2025-32, through rezoning the Subject Property to a form of Planned Unit Development (PUD), as defined under the City's Land Development Code in Section 110-319. The PUD shall consist of this Agreement as the Written Agreement of the PUD and an Exhibit "C", a conceptual Master Development Plan (MDP), attached hereto and by this reference made a part hereof as the Preliminary Plan, subject to the covenants, restrictions, and easements offered by the Owner/Developer or Developer and contained herein, (hereinafter the "Master Development Plan"). Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply. The MDP is a conceptual plan, and the actual site plan may vary from the conceptual MDP attached in Exhibit C depending on the end user so long as the design and uses are consistent with the intent of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals and Definitions.** The recitals herein contained are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall be as defined or described in the City's Land Development Code as it may be amended from time to time unless otherwise indicated.

2. **Ownership.** The legal and equitable owners of the Subject Property are: Blackfin Acquisitions, LLC.
3. **Title Opinion/Certification.** The Developer will provide to the City, in advance of the City's execution and recordation of this Agreement, a title opinion from a licensed attorney in the state of Florida, or a certification by an abstractor or title company authorized to do business in the state of Florida, verifying marketable title to the Subject Property to be in the name of the Owner/ Developer and any and all liens, mortgages, and other encumbrances that are either satisfied or not satisfied or released of record.
4. **Subordination/Joinder.** Unless otherwise agreed to by the City and if applicable, all liens, mortgages, and other encumbrances that are not satisfied or released of record must be subordinated to the terms of this Agreement or the Lienholder join in this Agreement. It shall be the responsibility of the Owner/ Developer and/or Developer to promptly obtain the said subordination or joinder, in form and substance that is acceptable to the City Attorney, prior to the execution and recordation of this Agreement.
5. **Duration.** If a Final Site Plan for either phase/lot, a building permit for vertical construction of either phase/lot, or a plat has not been approved within 3 years from Final Site Plan approval by the City it shall have the effect of automatically voiding the development and the land shall revert to the same zoning classification which existed immediately preceding the approval of the Planned Unit Development ("PUD"). A PUD may receive one extension issued by the Director or designee of Planning and Development Services that is valid for three years. Upon expiration of the extension and if no vertical construction or plat have been approved as stated above, the PUD shall be null and void.
6. **Development of the Subject Property.** Development of the Subject Property shall be subject to performance standards listed in this Agreement. Where a land use listed below differs from a defined use in the City of Deltona's Code of Ordinances or Land Development Code ("LDC"), the use or prohibited use listed in this Agreement shall prevail.
 - A. Comprehensive Plan Policies specific to this Subject Property: This PUD is consistent with the City's Comprehensive Plan and in support thereof, the following is set forth:
 1. LAND USE DESCRIPTION: Specifically, the City's Comprehensive Plan establishes a "Commercial Category" which allows a wide range of retail and service oriented commercial uses including big box, mall,

shopping center, restaurant, office, and other self-contained or clustered business uses. Heavy commercial type uses, such as storage and major repair activities may be allowed if compatible with the surrounding area. Commercial uses shall be subject to strict design and compatibility standards. As part of design, access shall be managed and if appropriate limited to minimize traffic impacts on City roads or provide appropriate transportation mitigation measures. Commercial uses should be clustered around arterial road intersections as to discourage linear, one store deep strip development patterns. However, in some cases limited strip commercial development patterns may be allowed if they are associated with existing commercial areas and do not result in unacceptable levels of traffic. Uses proposed within the Commercial category shall be consistent with the Land Use Location standards. **Consistent with the City's Comprehensive Plan, this Project is a commercial project for a self-storage facility that is compatible with the surrounding area which consists of other commercial uses and a public-school facility. This Project is consistent with the City's Comprehensive Plan as the parcel is located off Howland Boulevard near other commercially zoned properties, is compatible with the neighboring land uses and the traffic impacts are nominal for storage facilities. Howland Boulevard is a main arterial road that connects to Interstate 4 and State Road 415, through the City providing residents access to commercial developments. The storage facility will be located on Howland Boulevard which is a designated commercial area.**

2. Policy FLU1-2.3: This policy provides that the City shall expand commercial, industrial, and mixed-use developments in appropriate locations in order to discourage sprawl and to promote energy efficient development patterns. **This Project is consistent with FLU1-2.3 because it will promote commercial development in this geographic area of the City that is consistent with the continued commercial development organized on or surrounding Howland Boulevard. The Project will not encourage sprawl because the development of the commercial project for a self-storage facility is compatible with the surrounding area maintains a succinct, cluster development of commercial services in this area.**
3. Policy FLU1-5.11. This policy requires that Industrial and commercial operations shall minimize or, where possible eliminate, the following impacts on the environment:

- a. Odor, fumes, vapors and gases.
- b. Erosion and stormwater runoff.
- c. Noise.
- d. Fire and explosion hazards.
- e. Radioactive elements.
- f. Electromagnetic interference.
- g. Smoke, dust and dirt.
- h. Vibrations
- i. Glare.
- j. Hazardous waste.
- k. Toxic waste.
- l. Petroleum contaminants.
- m. Trespass lighting to eliminate light pollution

Accordingly, this Project is a self-storage facility that will have minimal impacts on the environment as the stored items will not result in any odor, fumes, vapors and gases because such items that emit those fumes are prohibited. The commercial project is being designed to retain stormwater runoff per City and Water Management District requirements and to limit erosion in accordance with the requirements of the City and SJRWMD. Generally, any noise resulting from this Project will be minimized because the nature of the activities within a self-storage facility and the location of the Project. In addition, a natural buffer, as well as an enhanced landscape buffer will be created and maintained along the rear and side lot lines creating additional noise buffers. This Project will not allow for any fire and explosion hazards, radioactive elements, electromagnetic interference, vibrations, glare, hazardous waste, toxic waste, or petroleum containments as such items are prohibited from being stored at the self-storage facility. This Project will not generate any smoke, dust, or dirt and thus, is consistent with FLU 1-5.11 of the Comprehensive Plan.

4. Policy FLU1-9.2 COMMERCIAL/MIXED USE GENERAL
COMMERCIAL CRITERIA:

- 1. Be located in planned centers to avoid strip commercial development; **The surrounding area near the Project is primarily other commercial development and a public school.**

2. Not solely be located along local streets and discourage access to local streets, unless there can be a demonstrated overriding public interest; **This Project is located on Howland Boulevard, which is a main arterial road that connects substantial commercial development in the City.**
3. Be located in areas which are adequately served by the arterial and collector road system so as not to unduly burden the local road network serving adjacent neighborhoods; **This Project is located on Howland Boulevard, an arterial road and will not unduly burden local neighborhood road networks as storage facilities generate the least amount of traffic than any other projects and the traffic impacts will be nominal.**
4. Have adequate area and road frontage for controlled access points, cross access easements, and proper spacing between driveways to minimize the impact on level of service standards and safety of the adjacent road network; **This Project shall have adequate area and road frontage, and proper spacing between driveways that will minimize the impact on level of service standards and safety of the adjacent road network. In addition, this land use generates the least number of trips compared to other commercial uses and will have a minimal impact on the adjacent roads.**
5. Have sufficient area to provide adequate parking, landscaping, stormwater management, building setbacks and buffering; **This Project has 7.93 acres which is sufficient to provide for adequate parking however, the parking requirements do not account for the 57 RV and Boat covered spaces. During the Final Site Plan process, the applicant will submit a parking study to waive the current parking required by the City. The Project has adequate stormwater management, setbacks and buffering and thus meets this criterion.**
6. If located adjacent to existing residential neighborhoods, be developed to provide adequate buffers, maintain adequate tree cover, and maximize visual compatibility with the

surrounding neighborhoods; **The Project is situated near a public-school facility and commercial land on Howland Boulevard. The self-storage facility is compatible with the development in that area and has created adequate buffers to protect the surrounding neighborhood.**

7. If located at the intersection of two major roads, there should be a mix of commercial uses (i.e. office, retail, and service) to provide a wide range of goods and services; **The Project is on Howland Boulevard and is not at the intersection of two major roads. However, this Project will provide much needed storage including RV and Boat storage for all residents in Deltona and assist with the numerous code violations for parking such RV's and Boats in their residential neighborhoods which violates Deltona's Code of Ordinances.**
 8. Provide appropriate pedestrian linkages (i.e. sidewalks, bicycling, etc.) and mass transit access; **The Project provides six bicycle spaces.**
 9. Have intensity dependent upon type of use as outlined in the land development code; **This self-storage and RV/Boat storage Project is of an intensity that is permitted within the commercial areas on Howland Boulevard and is consistent with the City's LDC; and**
 10. Shall meet all applicable land development regulations. **All land development regulations have been satisfied or mitigated as set forth herein.**
5. OBJECTIVE FLU1-7: This Objective states that the City of Deltona shall appropriately allocate land uses to adequately meet the current and future population needs while maximizing land use compatibility. The City shall promote a variety of land uses including residential, commercial, industrial, pedestrian oriented mixed-use, recreational, conservation, and public facilities. **The Project furthers the objectives of the City's Comprehensive Plan because the self-storage facility provides for RV and Boat storage which is needed in the neighboring residential communities and provides a service to the nearby residential and commercial development and will create a variety of compatible land uses within the immediate and surrounding area.**

6. Section 10, Economic Development, GOAL ED2 Focus economic development efforts within major City corridors, such as commercially zoned areas along Howland Boulevard and the Activity Center, as well as other non-residential zoned areas, with full concurrency. **The Project will generate an estimated 100 jobs during the construction process as well as an estimated 4 new jobs for direct operations of the storage facility and 15 indirect maintenance and property management jobs and will promote the City's economy by expanding the City's commercial economic tax base along Howland Boulevard. Deltona has a high demand for storage and RV/Boat storage facilities to provide its residents with a cost-effective means to store their personal property which is severely restricted and maybe prohibited in residential communities throughout Deltona. The national average for supply of self-storage facilities is 6.3 square feet per capita and currently Deltona has only 2 square feet per capita, indicating a demand for said services. The public benefit is served by the adoption of this PUD as it provides a much needed service to the community surrounding the subject Property and provides parking and storage alternatives within a reasonable proximity to the residential and commercial users who are prohibited from parking certain commercial vehicles, larger trailers, boats and other items under Section 110-811 of the Land Development Code.**

B. Permitted Principal Uses:

1. Professional offices offering consulting services, such as architects, attorneys, engineers, accountants, doctors, dentists, and the like.
2. Art, dance or music studios
3. Barber and beauty shops.
4. Real estate offices
5. Financial institutions without standalone drive-in service.
6. General office uses.
7. Restaurants, delicatessens and establishments for the retail sales of prepared foods including establishments which serve alcohol for consumption on premises, and establishments with drive-throughs.
8. Retail sales establishments, such as bakeries, hardware stores, florists, gift shops, department stores, drug stores, and other similar businesses except for outdoor sales and flea markets.

9. Health clubs.
10. Day care centers
11. Entertainment Type Uses (Trampoline Parks, Bowling Alleys, Arcades, etc.)
12. Car washes
13. Stand-alone auto parts sales/retail stores.
14. Stand-alone auto tire service centers.
15. Other uses which are similar or compatible and which promote these intents and purposes.

C. Prohibited Principal Uses:

1. All other uses not listed as permitted are prohibited.
2. Discount retail stores
3. Stand-alone auto oriented uses (i.e. gasoline filling stations, automotive repair and servicing (excluding tire services or parts sales and services), automotive car sales, large retail establishments), unless stated above are prohibited.

D. Dimensional Requirements:

1. Minimum lot size: 0.5 acre.
2. Minimum lot width: 150 feet.
3. Maximum building height: 40 feet.
4. Maximum floor area ratio (FAR): 50%
5. The impervious surface ratio is not to exceed 70% of the gross square footage for the Subject Property.
6. Maximum lot coverage (in %) 35%
7. Open Space Requirements. A minimum of 25 percent of the open space shall be designated as common open space. Common open space shall meet the following standards:
 - a. Its location, shape, size and character shall be illustrated on the MDP.
 - b. It shall be dedicated and maintained by a HOA or POA.
 - c. Open space shall not include parking areas or driveway and shall be usable outdoor area for recreation and landscaping.

- d. Required stormwater retention ponds, wetlands, and lakes that do not have recreation amenities shall not count towards open space requirements provided however, if a walking trail or fountain is placed in the retention or other recreational amenities, the stormwater retention may be utilized as open space.
8. Landscaping shall meet the following standards:
 - a. Landscaping, buffering or screening within or around the perimeter of the PUD as required by the Land Development Code and as shown on the approved Final Site Plan.
 - b. Additional landscaping and screening of parking lots and structures as required by the Land Development Code.
9. Stormwater management facilities shall meet the following standards:
 - a. Stormwater management facilities shall not be placed within buffer yards.
 - b. Stormwater detention and retention areas not screened from view from any public right-of-way by a building shall be screened by a hedge maintained at a four feet height installed in a landscape area a minimum of four feet in width.
 - c. Bald cypress tree of at least 3 inch caliper shall be planted within the stormwater area for each 50 linear feet of the stormwater area.
10. Setbacks and Buffers: Where both a building setback and landscape buffer are required along the same property line, the greater dimension shall apply. In no case shall any building or structure be located within a required buffer yard.

Minimum Setback and Landscape Buffers:

<u>Location/Lot</u>	<u>Building Setback</u>	<u>Landscape Buffer</u>	<u>Controlling Minimum</u>
Front (Lot 2/abutting Howland Blvd)	35 ft.	25 ft.	35 ft.
North Side (Lot 1)	10 ft.	20 ft.	20 ft.
West Side (Lot 1/abutting commercial property)	10 ft.	5 ft.	10 ft.

North Side (Lot 2/entrance road, abutting commercial use)	10 ft.	5 ft.	10 ft.
South Side (Lot 1 & Lot 2)	10 ft.	20 ft.	20 ft.
East/Rear (Lot 1)	10 ft.	20 ft.	20 ft.

- E. **Signage:** All signs shall be consistent with Chapter 102 of the City's Land Development Code, as it may be amended from time to time.
- F. **Development:** the subject property shall be developed in two (2) platted lots.
- G. **Wall-** The Owner/Developer shall install and erect a minimum six (6) foot high masonry wall that includes architectural enhancements and visual interest along the entire perimeter of the storage-facility including a security gated entrance. The wall will be set back at least 5 feet from the property line on the south and east side of the property abutting the public school. The Project is shielded from the road by a security gate and another commercial lot. The Project abuts a neighboring residential subdivision with single family homes and shall contain both natural and a required enhanced landscape buffer on the northern property line to shield the site from any residential use.
- H. **Landscape Buffer Yard:** Minimum landscaping buffer yard requirements shall comply with the City's Land Development Code, Sections 110-808 and 110-319. A Landscape Plan illustrating the perimeter buffer yard widths (as provided in Section 10, Setbacks and Buffers), opacity of screening of adjacent land uses, internal landscape buffers between parcels, buffers within parcels and buffers around any common areas shall be provided at the time of Preliminary Plat or Final Site Plan application submittal. Stormwater management facilities shall not be placed within buffer yards.
- I. **Parking.** The Owner/Developer will provide a parking study during the Plat or Final Site Plan application review process to allow 30 parking spaces for 800 units of self-storage units and 5 parking spaces (two of which are handicapped) for 1,280 square feet of office space, which is a reduction from the 80 spaces required by the current Land Development Code. There will also be 57 RV/Boat covered parking spaces, as shown on the Master Development Plan. This is permitted by an administrative modification

based upon the Institute of Transportation Engineers (“ITE”) Standards, 6th Edition and other governmental standards established by Volusia County and the City of Sanford. The Institute of Transportation Engineers (ITE) Parking Generation, 6th Edition report was reviewed for an alternative parking ratio to City LDC requirements. The report contains the 85th percentile rate (2.3 parking spaces per 100 storage units) for Mini Warehouse (land use 151). Additionally, The Dimensions of Parking, 5th Edition by the Urban Land Institute (ULI) was examined for additional parking requirements. Based on data collected, ULI recommends 1.75 spaces per 100 storage units. The 85th percentile rate for ITE Land Use Code 151 resulting in a minimum parking requirement of 19 parking spaces, the ULI recommendation of 14 parking spaces. The proposed development plan shows 30 spaces, which is greater than the calculations by ITE ParkGen, and ULI.

- J. **Minimum lighting standards** per the City’s Land Development Code shall be included on a separate Illumination Plan produced by a Licensed Engineer in the field of Illumination to be provided at the time of site plan submittal.
- K. **Architectural controls** and development on the Subject Property shall comply with City design standards, include 360-architecture, and follow a common architectural theme as listed in this Agreement by harmoniously coordinating the general appearance of all buildings and accessory structures. All controls and variations shall be defined by a Homeowners Association or Property Owners Association, as defined within this Agreement.
- L. **Utility provision and dedication:** The Owner/Developer or Developer shall connect to the City of Deltona’s central utility systems, when available, at their sole cost and expense. Utility fees shall be paid to Deltona Water before any building permit is issued. Central utility systems are to be designed, permitted, and constructed to the respective service provider specifications and dedicated to the respective service provider upon final inspection, clearance, and acceptance by the service provider.
- M. **Stormwater and Environmental:** Per parcel stormwater systems or master stormwater systems shall be owned and maintained by an established Homeowners Association or Property Owners Association in private ownership and shall not be dedicated to or become the responsibility of the City of Deltona. All environmental permitting, mitigation, and/or soil

and erosion control for the property shall conform to all federal, state, and local permits/requirements shall be the sole responsibility of the Homeowners Association or Property Owners Association and shall be maintained in good condition/standing with the applicable permitting authorities. Best Management Practices and conformance to National Pollutant Discharge Elimination System (NPDES) criteria are required. The lift stations shall be elevated, equipped with a generator, and have sufficient space for fuel storage.

- N. **Transportation, site access, and traffic devices:** The Owner/Developer or Developer is responsible for all transportation improvements within the Subject Property and any off-site transportation requirements, as a result of the proposed development, for site function, that maintains or improves the level of service for area roadways, and ensures the public health, safety, and welfare for the community. The Owner/Developer has submitted a Traffic Impact Analysis (TIA) which is hereby attached as **Exhibit D**. Per the TIA, this project will generate 1,828 daily trips of which 171 trips will occur during the AM peak hours and 132 trips during the PM peak hours. All permits shall be obtained from appropriate permitting agencies before any development and the City and County shall determine the appropriate level of service per the City Comprehensive Plan and current traffic counts.
- O. **Waste Disposal:** Solid waste disposal will be provided by WastePro, who is licensed to pick up and dispose of solid waste within the City of Deltona exclusively. Dumpsters and / or trash compactors will be included for each site and will be strategically located to provide convenient walking access for nearby tenants / residents. Said dumpsters / and / or trash compactors will have screen walls and gates as required by the City of Deltona's Land Development Code.
- P. **Development Phases:** The Subject Property shall be developed in two construction phases. A Preliminary Plat will be required, per Land Development Code Section 106 for two lots and each phase shall submit a separate Final Site Plan for review and approval consistent with this Agreement. The Final Site Plan for the two phases of construction shall allow the applicant to provide for flexibility for providing amendments to the plan that may be done without the necessity of requiring a separate site plan application and review, providing the following are provided:
- (1) evidence that such amendment does not cause an increase in stormwater retention, and

- (2) said amendments are consistent with the limitations and requirements provided by this Developer Agreement. During any construction phasing, Developer shall be required to maintain the undeveloped portions of the property so as to not cause any harm to any surrounding properties. Land clearing and grading for all construction phases shall be permitted in the first construction phase provided all tree preservation areas, if any, are maintained.
 - (3) If the development occurs in phases, enhanced landscaping and an open public space shall be provided and maintained on the undeveloped lot until the second phase begins.
- 7. **Development Permits/Fees.** The Owner/Developer or Developer is responsible for obtaining, permitting, and the payment of all fees for facilities and services to ensure the Subject Property. Any site permits shall be kept current with the respective permitting agency and shall ensure the protection of the public health, safety, and welfare of the community and the development. All applicable transportation impact fees shall be addressed through fair share or other arrangements.
- 8. **Obligations.** Should the Owner/Developer or Developer fail to undertake and complete its obligations as described in this Agreement to the City's specifications, then the City shall give the Owner/Developer or Developer 30 days written notice to commence and 90 days to complete said required obligation. If the Owner/Developer or Developer fails to complete the obligations within the 90-day period, then the City, without further notice to the Owner/Developer or Developer, or its successors in interest, may, without prejudice to any other rights or remedies it may have, place liens and take enforcement action on the Subject Property. A lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees, by their execution of the subordination or joinder documents, agree to subordinate their liens or mortgages to the City's said liens or assessments. Notice to the Owner/Developer or Developer and its successors in interest shall be deemed to have been given upon the mailing of a notice to the address or addresses set forth in Paragraph (19) hereof.
- 9. **Site Plan/Plat Approval.** Exhibit "C", the Master Development Plan, is the Preliminary Plan of the PUD and this Agreement but is a conceptual plan that may vary from the actual Final Site Plan so long as it is consistent with the terms of this Agreement. The Master Development Plan shall not replace, supersede, or absolve the Owner/Developer or Developer from approvals for any site plan, preliminary plat, and/or final plat and their respective regulations.

Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

10. **Indemnification.** The Owner/Developer or Developer shall indemnify and hold the City harmless from any and against all claims, demands, disputes, damages, costs, and expenses, (to include attorneys' fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the City as a result, directly or indirectly, of the use or development of the Subject Property, except those claims or liabilities caused by or arising from the negligence or intentional acts of the City, or its employees or agents. It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, quality, or legality of the use or development of the Subject Property, including but not limited to, drainage or water/sewer plans, fire safety, or quality of construction, whether or not inspected, approved, or permitted by the City.
11. **Compliance.** The Owner/Developer or Developer agrees that it, and its successors and assigns, will abide by the provisions of this Agreement, the City's Comprehensive Plan, and the City's Code of Ordinances, including but not limited to, the site plan regulations of the City as amended from time to time, which are incorporated herein by reference and such subsequent amendments hereto as may be applicable. Further, all required improvements, including landscaping, shall be continuously maintained by the Owner/Developer or Developer, or their successors and assigns, in accordance with the City's Code of Ordinances. The City may, without prejudice to any other legal or equitable right or remedy it may have, withhold permits, Certificates of Occupancy, or plan/plat approvals to the Subject Property, should the Owner/Developer or Developer fail to comply with the terms of this Agreement. In the event of a conflict between this Development Agreement and the City's Land Development Code, the more restrictive regulations shall govern the development of the Subject Property.
12. **Obligations for Improvements.** Any surface improvement as described and required hereunder included, but not limited to such as signalization, walls, stormwater management facilities, medians, and utilities, or any other surface improvement shall be performed, prior to the issuance of the first Certificate of Occupancy on that portion of the Subject Property that the surface improvement(s) relates or is otherwise scheduled in this Agreement. Should the Owner/Developer or Developer fail to undertake and complete its obligations as described in this Agreement and to the City's specifications, then the City shall give the Owner/Developer or Developer 30 days written notice to commence and 90 days to complete said required obligation at the sole

expense of the Owner/Developer or Developer. If the Owner/Developer or Developer fails to complete the obligations within the 90 day period, then the City, without further notice to the Owner/Developer or Developer and their successors and assigns in interest, may but shall not be required to, perform such obligations at the expense of the Owner/Developer or Developer or their successors and assigns in interest, without prejudice to any other rights or remedies the City may have under this Agreement. Further, the City is hereby authorized to immediately recover the actual and verified cost of completing the obligations required under this Agreement and any legal fees from the Owner/Developer or Developer in an action at law for damages, as well as record a lien against the Subject Property in that amount. The lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees, by their execution of the subordination or joinder documents, agree to subordinate their liens or mortgages to the City's said liens or assessments. Notice to the Owner/Developer or Developer and their successors and assigns in interest shall be deemed to have been given upon the mailing of notice as provided in paragraph (19) of this Agreement.

13. **Concurrency and Vested Rights.** The Owner/Developer or Developer acknowledges and agrees that prior to the issuance of any development orders for the Property, the Owner/Developer or Developer must have received and be in the possession of a valid unexpired certificate of capacity/concurrency management system approval consistent with the City's Land Development Code. The capacity certificate/approval verifies the availability of infrastructure and service capacity sufficient to permit the proposed development of the Subject Property without causing a reduction in the levels of service adopted in the City's Comprehensive Plan. The certificate of capacity/approval shall be effective for a term, as defined in the City's Code of Ordinances. Neither this Agreement nor the approved Master Development Plan shall create or result in a vested right or rights to develop the Subject Property, except as cited in Section 86-34(b) of the City's Land Development Code.
14. **Environmental and Tree Preservation.** The Owner/Developer or Developer is responsible to obtain all site related permits and approval prior to any development activity on or for the Subject Property. This may involve mitigation for the habitat of threatened or endangered flora and fauna, or species identified for proportion (i.e. tree preservation). This Agreement does not vest or exempt the Owner/Developer or Developer from any permitting and mitigation obligations needed to develop a Subject Property.

15. **Enforcement.** Both parties may seek specific performance of this Agreement and/or bring an action for damages in a court within Volusia County, Florida if this Agreement is breached by either party. In the event that enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owner/Developer or Developer shall be responsible for the payment of all of the City's costs and expenses, including attorney fees, whether or not litigation is necessary and, if necessary, both at trial and on appeal. Such costs, expenses, and fees shall also be a lien upon the Subject Property superior to all others. Should this Agreement require the payment of any monies to the City, the recording of this Agreement shall constitute a lien upon the Subject Property for said monies, until said are paid, in addition to such other obligations as this Agreement may impose upon the Subject Property and the Owner/Developer or Developer. Interest on unpaid overdue sums shall accrue at the rate of the lesser of eighteen percent (18%) compounded annually or at the maximum rate allowed by law.
16. **Utility Easements.** For any easement not established on a plat for the Subject Property, the Owner/Developer or Developer shall provide to the City such easements and other legal documentation, in a form mutually acceptable to the City Attorney and the Owner/Developer or Developer, as the City may deem reasonably necessary or appropriate for the installation and maintenance of the utility and other services, including but not limited to, sanitary sewer, potable water, and reclaimed water services, electric, cable, gas, fire protection, and telecommunications.
17. **Periodic Review.** The City reserves the right to review the Subject Property subject in relation to this Agreement periodically to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds that on the basis of substantial competent evidence that there has been a failure to comply with the terms of this Agreement, the City may not issue development orders or permits until compliance with this Agreement has been established.
18. **Notices.** Where notice is herein required to be given, it shall be by certified mail return receipt requested, hand delivery, or nationally recognized courier, such as Federal Express or UPS. E-mail delivery of documents shall not replace or be in lieu of the aforementioned process. Said notice shall be sent to the following, as applicable:

OWNER/DEVELOPER'S OR DEVELOPER'S REPRESENTATIVES:

Blackfin Acquisitions, LLC.
Attention: Nathan Landers
4440 PGA Boulevard, Suite 600
Palm Beach Gardens, Florida 33410

With a copy to:
Booker & Associates, P.A.
1019 Town Center Drive, Suite 201
Orange City, Florida 32763
Email: kbooker@bookerandassoc.com

CITY'S REPRESENTATIVES:

City Manager
City of Deltona
2345 Providence Boulevard
Deltona, Florida 32725

With a copy to:

Director
Planning and Development Services
City of Deltona
2345 Providence Boulevard
Deltona, Florida 32725

Should any party identify the above change, it shall be said party's obligation to notify the remaining parties of the change in a fashion as is required for notices herein. It shall be the Owner/Developer or Developer's obligation to identify its lender(s) to all parties in a fashion as is required for notices herein.

19. **Compliance with the Law.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner/Developer or Developer of the Subject Property from the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.
20. **Captions.** The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.

21. **Binding Effect.** This Agreement shall run with the land, shall be binding upon and inure to the benefit of the Owner/Developer or Developer and their successors and assigns in interest, and the City and their successor and assigns in interest. This Agreement shall become effective upon its execution and recordation with the Public Records of Volusia County, Florida. This Agreement does not and is not intended to, prevent or impede the City from exercising its legislative authority as the same may affect the Subject Property.
22. **Subsequently Enacted State or Federal Law.** If either state or federal law is enacted after the effective date of this Agreement that is applicable to and precludes the parties' compliance with the terms of this Agreement, this Agreement and correlating zoning amendment shall be modified or revoked, as is necessary, to comply with the relevant state or federal law.
23. **Severability.** If any part of this Development Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Development Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be affected. To that end, this Development Agreement is declared severable.
24. **Covenant Running with the Land.** This Agreement shall run with the Subject Property and inure to and be for the benefit of the parties hereto and their respective successors and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Subject Property or any portion thereof.
25. **Recordation of Agreement.** The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Developer's expense, in the Public Records of Volusia County, Florida.
26. **Applicable Law/Venue.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. The venue of any litigation relating to this Agreement shall be in the courts of Volusia County, Florida.
27. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement. The Owner/Developer or Developer shall execute this Agreement within ten (10) business days of the City Commission's adoption of Ordinance No. 2025-32 and agrees to pay the cost of recording this document in the Public Records of Volusia County, Florida. Failure to execute this Agreement within ten (10)

business days of this ordinance adoption may result in the City not issuing development orders or permits until the execution and recordation of this Agreement have occurred.

28. **Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings, and agreements, with respect to the subject matter hereof; provided, however, that it is agreed that this Agreement is supplemental to the City's Comprehensive Plan and does not in any way rescind or modify any provisions of the City's Comprehensive Plan. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.
29. **Effective Date.** The Effective Date of this Agreement shall be the day this Agreement is recorded in the Public Records of Volusia County, Florida.

IN WITNESS WHEREOF, the Owner/Developer has executed this Agreement.

OWNER/DEVELOPER:

**Blackfin Acquisitions, LLC., a Florida
limited liability company.**

By:

Signature of Witness # 1

Print or type name

Address

Signature

Print or type name

AS:

Signature of Witness # 2

Print or type name

Address

Signature

Print or type name

ATTEST:

Signature

Print or type Name

As:

Mailing Address:

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, on this _____ day of _____, 2025, by _____, and _____, of _____, who is/are personally known to me or who has/have produced _____ as identification and who did not (did) take an oath.

Signature of Notary

(NOTARY SEAL)

Print or type name

IN WITNESS WHEREOF, the City has executed this agreement.

CITY OF DELTONA:

By: _____

Date: _____

ATTEST:

Date: _____

Mailing Address:

City of Deltona
2345 Providence Boulevard
Deltona, Florida 32725

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, on this ____ day of _____, 2025, by _____, and _____, who are personally known to me and acknowledge executing the same freely and voluntarily under authority vested in them by the City of Deltona.

Signature of Notary

(NOTARY SEAL)

Print or type name

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

City Attorney

Exhibit B

LEGAL DESCRIPTION

Parcel 8231-00-00-0061

The West 858 feet of the North 508 feet of Government Lot 3, Section 31, Township 18 South, Range 32 East, Volusia County, Florida: LESS AND EXCEPT that part thereof underlying Howland Boulevard Road Right-of-Way per O.R. Book 1994, Page 0912, Public Records of Volusia County, Florida: AND ALSO LESS AND EXCEPT the following described parcel of land: Commence at the Northwest corner of Section 31, Township 17 South, Range 32 East, Volusia County, Florida and run N 89°13'43"E 'along the North line of said Section 31 a distance of 23.83 feet to a point on the Easterly Right-of-Way line of Howland Boulevard per Official Records Book 1994, Page 0912 of the Public Records of Volusia County, Florida; said point being the Point of Beginning: Thence continue N 89°13'43"E along said North line 395.00 feet; thence leaving said North line run S 00°46'17"E a distance of 190.00 feet; thence run S 89°13'43"W a distance of 393.12 feet to a point on the said Easterly Right-of-Way line of Howland Boulevard, said point being on a curve concave Easterly having a radius of 6129.84 feet, a chord bearing of N 01°20'17"W and a chord of 190.01 feet; thence run Northerly along said Right-of-Way and curve 190.02 feet through a central angle of 1°46'34" to the Point of Beginning.

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND
SEALED. REFER TO SIGNATURE PAGE FOR REGISTERED
PROFESSIONAL(S) AND DATE SEALED ADJACENT TO
THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT
CONSIDERED SIGNED AND SEALED AND THE SIGNATURE
MUST BE VERIFIED ON ANY ELECTRONIC COPIES



Exhibit D

Allowed Uses Within the MPUD

1. Professional offices offering consulting services, such as architects, attorneys, engineers, accountants, doctors, dentists, and the like.
2. Art, dance or music studios
3. Barber and beauty shops.
4. Real estate offices
5. Financial institutions without standalone drive-in service.
6. General office uses.
7. Restaurants, delicatessens and establishments for the retail sales of prepared foods including establishments which serve alcohol for consumption on premises, and establishments with drive-throughs.
8. Retail sales establishments, such as bakeries, hardware stores, florists, gift shops, department stores, drug stores, and other similar businesses except for outdoor sales and flea markets.
9. Health clubs.
10. Day care centers
11. Entertainment Type Uses (Trampoline Parks, Bowling Alleys, Arcades, etc.)
12. Car washes
13. Stand-alone auto parts sales/retail stores.
14. Stand-alone auto tire service centers.
15. Other uses which are similar or compatible and which promote these intents and purposes.

Prohibited Uses Within the MPUD

1. All other uses not listed as permitted are prohibited.
2. Discount retail stores
3. Stand-alone auto oriented uses (i.e. gasoline filling stations, automotive repair and servicing (excluding tire services or parts sales and services), automotive car sales, large retail establishments), unless stated above are prohibited.