

ORDINANCE NO. 14-2025

AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, AMENDING THE HALIFAX CROSSINGS MIXED-USE PLANNED UNIT DEVELOPMENT (MPUD) FOR APPROXIMATELY 109.71 ACRES OF LAND LOCATED ALONG THE HALIFAX CROSSINGS BOULEVARD CORRIDOR SOUTH AND EAST OF THE HALIFAX HOSPITAL COMPLEX WITHIN THE ACTIVITY CENTER TO INCLUDE THE PROVISION OF MASTER DEVELOPMENT MAP ALTERNATIVES AND A REDUCTION IN THE MINIMUM LOT SIZE FOR COMMERCIAL PARCELS; PROVIDING FOR RECORDING, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Deltona, Florida (the “City”) adopted Ordinance 17-2014 approving the application by Trafalgar Holdings, LLC and Piccadilly Holdings Group, LLC (the “Owner/Developer”) to develop the property located at Halifax Crossings Boulevard, Deltona, FL 32725 (the “Subject Property”); and

WHEREAS, the Owner /Developer obtained the City’s approval to amend the approved BPUD to create an MPUD pursuant to Ordinance 18-2022 and accompanying Master Development Plan (“MDP”) and Development Agreement (“DA”), which resulted in the Development Agreement recorded in Official Record Book 8333, Page 1734 and re-recorded 8371 Page 270, Public Records of Volusia County, Florida. (the “Developer’s Agreement”); and

WHEREAS, Section 110-319(k)(5)(d) of the Land Development Code of the City of Deltona, Florida requires major revisions to the approved MDP and/or DA to be reviewed and processed under section 110-1101 of the Land Development Code; and

WHEREAS, the Owner/Developer filed an application for a Major Amendment to the Halifax Crossings MPUD on January 29, 2025, (the “Application”); and

WHEREAS, the Application requests the provision of two Master Development Plan (“MDP”) options and reduction in the minimum lot size for commercial parcels; and

WHEREAS, MDP Option A consists of the MDP approved under Ordinance 18-2022, which must comply with the specifications outlined in section 7 of the Development Agreement, which is attached hereto and incorporated herein as Exhibit “A” (the “DA”); and

WHEREAS, MDP Option B consists of a revised MDP, which is limited to multifamily and commercial uses as specified in sections 7B and 7E of the DA, allowing for a total of thirty-four (34) acres to be utilized as multi-family uses, with a cap of five hundred and seventy-five (575) dwelling units; 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 Halifax Crossings Boulevard Corridor property 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 Commercial District; Exhibit “E,” Roadway Cross Sections; and Exhibit “F,” Summary of Trip Generation Halifax Crossings. The following identification numbers are included for this zoning amendment: 8106-08-00-0100, 8106-09-00-0020, 8106-08-00-0010, 8106-08-00-0020, 8106-08-00-0030, 8106-08-00-0040, 8106-08-00-0050, 8106-08-00-0060, 8106-08-00-0070, 8106-05-03-0010, 8106-08-00-0081, 8106-08-00-0002, 8106-08-00-0110, and 8106-08-00-0001.

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:

TG Law, PLLC City Attorney
City of Deltona
2345 Providence Boulevard
Deltona, Florida 32725

Exhibit “A” to Ordinance No. 14-2025

DEVELOPMENT AGREEMENT

for the project known as Halifax Crossings Mixed-Use Planned Unit Development (MPUD) located at Halifax Crossings Boulevard (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 Trafalgar Holdings, LLC, a Florida Limited Liability Company and Piccadilly Holdings Group, LLC, a Florida Limited Liability Company (hereinafter referred to as the “Owner/Developer”).

W I T N E S S E T H

WHEREAS, the Owner/Developer obtained the City's approval to develop the Subject Property as a Business Planned Unit Development (BPUD) pursuant to Ordinance 17-2014, and

WHEREAS, the Owner /Developer obtained the City's approval to amend the approved BPUD to create an MPUD pursuant to Ordinance 18-2022 and accompanying Master Development Plan (“MDP”) and Development Agreement (“DA”), which resulted in the Development Agreement recorded in Official Record Book 8333, Page 1734 and re-recorded 8371 Page 270, Public Records of Volusia County, Florida. (the “Developer’s Agreement”); and

WHEREAS, Section 110-319(k)(5)(d) of the Land Development Code of the City of Deltona, Florida requires major revisions to the approved MDP and/or DA to be reviewed and processed under section 110-1101 of the Land Development Code; and

WHEREAS, the Owner/Developer filed an application for a Major Amendment to the Halifax Crossings MPUD on January 29, 2025, (the “Application”); and

WHEREAS, the Application requests the provision of two Master Development Plan (MDP) options and a reduction in the minimum lot size for commercial parcels; and

WHEREAS, MDP Option A consists of the MDP approved under Ordinance 18-2022, which must comply with the specifications outlined in section 7 of the Development Agreement (DA); and

WHEREAS, MDP Option B consists of a revised MDP, which is limited to multifamily and commercial uses as specified in sections 7B and 7E allowing for a total of thirty-four (34) acres to be utilized as multi-family uses, with a cap of five hundred and seventy-five (575) dwelling units; and

WHEREAS, the Owner/Developer 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 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 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 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; 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, MPUD shall consist of this Agreement as the Written Agreement of the MPUD, Exhibit "B" Legal Description, Exhibit "C" Master Development Plan (MDP), Exhibit "D" Allowed Uses Within the Commercial District, Exhibit "E" Roadway Cross Sections, and Exhibit "F" Summary of Trip Generation Halifax Crossings, 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 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; and

WHEREAS, it is the intent of the City and the Owner/Developer for this Agreement and all exhibits hereto to supersede all previous Agreements regarding the Subject Property.

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: Trafalgar Holdings, LLC and Piccadilly Holdings Group, LLC. However, the controlling interest in both LLCs are Sadique and Mohamadtaki Jaffer.
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 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.** The duration of this Agreement is binding and runs with the land in perpetuity unless amended.
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, the use listed in this Agreement shall prevail. The MPUD shall adhere to the district-Specific Development Standards outlined below or may opt to develop the commercial and multifamily parcels, as described in 7B and 7E.
 - A. Comprehensive Plan Policies specific to this Subject Property.
 - I. The MPUD is consistent with the City of Deltona Comprehensive Plan.
7. **District Specific Development Standards.**
 - A. All Districts.
 - I. Minimum landscaping and buffer yard requirements will be consistent with Section 110-808 of the Land Development Code; however, a 40-foot-wide landscape/environmental buffer will be afforded the abutting existing residential areas along the eastern

margin of the MPUD. A 100-foot landscape/environmental buffer shall be afforded along the northern terminus of the MPUD. These areas shall be managed in accordance with Section 22 (Environmental and Tree Preservation) of this DA. Stormwater management facilities shall not be placed within landscape/environmental buffer yards.

- II. Landscaping within the public right-of-way shall be maintained by the Property Owners Association (POA) and shall be depicted/noted on the Final Plat of the property. However, the City shall review and approve landscaping materials and planting location to ensure appropriate emergency access is maintained. In addition, the City shall approve landscaping materials and planting locations in order to minimize future pavement damage associated with root upheaving, etc. For more information see Section 13 (Transportation).
- III. Off-street Parking and Loading requirements: Parking standards shall be consistent with Sections 110-828 and 110-829 of the City's Land Development Code. Parking shall generally be served by surface parking lots with associated landscaping. Landscaping, design and other elements of the overflow parking shall be addressed during the subdivision/site plan review process. No unpaved area shall be used to park, store or otherwise accommodate any vehicle, car, truck, trailer, boat, recreational vehicle or other equipment. In addition, on-street parking will not be allowed.
 - (1) Age restricted Multi-Family Residential Parking will consist of surface parking areas with additional parking in garages located in the base of some buildings. There will be one (1) covered parking area per two (2) units provided.
 - (2) Age restricted Cluster Residential, parking will include both one (1) and two (2) car attached garages. Three (3) additional surface parking spaces will be provided at the back of each Cluster driveway and positioned not to conflict with garage access. Guest parking will be provided off-street within the Cluster area.
 - (3) Multi-Family Primary District will be designed and constructed with one (1) covered parking area per two (2) units provided.
- IV. Minimum lighting standards per the City's Land Development Code shall be included on a separate Illumination Plan to be provided at the time of plat or site plan submittal.

- V. Properties where condominium associations are proposed: The Development Standards below will continue to apply.

B. Commercial District.

- I. General Description: The Commercial District shall generally provide non-residential uses to support the Halifax Medical Center, residential uses within the MPUD and surrounding area. The Commercial district is about 21.1 acres in size but does include a master stormwater area referred to as "Tract B" on the Halifax Crossings Plat MB 57 PGS 100-105. "Tract B" is approximately eight (8) acres and will not be developed. If Option B is the development plan chosen, 75.71 acres will be dedicated to the commercial district.

II. Permitted Uses:

- (1) Commercial service and retail uses illustrated in Exhibit "D".
The lodging use shall be hotel that is at a minimum of three (3) stories tall or what is necessary to accommodate horizontal control like buffers, parking, driving aisles, etc.;
- (2) Signage, as restricted by the City's Land Development Code, as it may be amended from time to time; and
- (3) Infrastructure associated with the above listed uses.

III. Prohibited Uses, if any:

- ~~(1)~~ Uses not appearing on Exhibit "D".
- ~~(2)~~ Medical marijuana dispensaries.

- IV. Proposed maximum intensity (in floor area ratio): 0.55 FAR;
Parking garages, if any, shall not be included in calculation for FAR but will be considered for ISR and lot coverage calculations;

V. Minimum Lot Standards:

- (1) Minimum lot area: 0.5 acre;
- (2) Minimum lot width: 100 feet;
- (3) Maximum impervious surface ratio (ISR): Seventy-five percent (75%) (Overall District);
- (4) Maximum lot coverage (in %): Fifty-five percent (55%) (Overall District);

VI. Minimum Yard Requirements / Building Standards:

- (1) Front yard: 10 feet (Halifax Crossings Blvd.)
- (2) Side yard: 5 feet
- (3) Streetside yard: 10 feet

- (4) Rear yard: 15 feet (SR472)
- (5) Building Separation: 30 feet
- (6) For buildings three (3) stories in height or greater, the building setback from the property line shall be a minimum of one-half (1/2) of the height of the building on all sides;
- (7) Maximum building height (in feet): 2-story (40 feet) except for Hotel which shall be up to 5-story (75 feet);

C. Wellness Center District.

I. General Description: The Wellness Center District consists of a minimum of 3.8 acres of land and shall generally provide non-emergency medical services and preventative care for residents within the MPUD and surrounding area.

II. Permitted Uses:

- (1) Wellness center building providing non-emergency medical and preventative care services to include, dare facility, dental offices and clinics, dental laboratories, General/professional offices, laboratories, medical offices and clinics, other public or utility uses and structures, and physical fitness centers.
- (2) Ancillary uses (No less than 10% of GFA): Barber shops, beauty parlors, retail sales and services, retail specialty shops, pharmacy, and food sales/service/eateries.
- (3) Signage, as restricted by the City's Land Development Code, as it may be amended from time to time; and
- (4) Infrastructure associated with the above listed uses.

III. Prohibited Uses, if any:

- (1) Single-family and two-family dwellings;
- (2) Mobile/manufactured homes defined by the United States Department of Housing and Urban Development; and
- (3) Accessory structures customarily associated with individual single-family residential lots.
- (4) Medical marijuana dispensaries.

IV. Proposed maximum intensity (in floor area ratio): 1.0 FAR; Parking garages, if any, shall not be included in calculation for FAR;

V. Minimum Lot Standards:

- (1) Minimum lot area: 3.5 acres;
- (2) Minimum lot width: 100 feet;

(3) Maximum impervious surface ratio (ISR): Seventy-five percent (75%);

(4) Maximum lot coverage (in %): Fifty-five percent (55%);

VI. Minimum Yard Requirements / Building Standards:

(1) Front yard: 10 feet

(2) Side yard: 5 feet

(3) Streetside yard: 10 feet

(4) Rear yard: 5 feet

(5) Building Separation: 30 feet

(6) For buildings three (3) stories in height, the building setback from the property line shall be a minimum of one-half (1/2) of the height of the building on all sides;

(7) Maximum building height (in feet): 3-story (50 feet);

D. Medical Support Facilities District.

I. General Description: The Medical Support Facilities District will occupy approximately 15.0 acres of land and shall generally provide long term medical care services.

II. Permitted Uses:

(1) Assisted living, memory care, and nursing care facilities within four (4) individual buildings.

(2) Ancillary uses (no more than 10% GFA per building): barber shops, beauty parlors, dental offices and clinics, dental laboratories, pharmacies, general offices, laboratories, medical offices and clinics, and other public or utility uses and structures.

(3) Signage, as restricted by the City's Land Development Code, as it may be amended from time to time.

(4) Infrastructure associated with the above listed uses.

III. Prohibited Uses, if any:

(1) Single-family and two-family dwellings;

(2) Mobile/manufactured homes defined by the United States Department of Housing and Urban Development; and

(3) Accessory structures customarily associated with individual single-family residential lots.

IV. Proposed maximum intensity (in beds): 350 beds.

V. Minimum Lot Standards:

- (1) Minimum lot area: 3.0 acres. However, any subdivision, lot and/or development will need to have enough land to support all applicable Code requirements;
- (2) Minimum lot width: 100 feet;
- (3) Maximum impervious surface ratio (ISR): Seventy-five percent (75%);
- (4) Maximum lot coverage (in %): Seventy-five percent (75%);

VI. Minimum Yard Requirements / Building Standards: *

- (1) Front yard: 10 feet
- (2) Side yard: 5 feet
- (3) Streetside yard: 10 feet
- (4) Rear yard: 5 feet
- (5) Building Separation: 30 feet
- (6) *When buildings back to alleys, the minimum yard setbacks shall be measured from the edge of pavement.
- (7) For buildings three (3) stories in height, the building setback from the property line shall be a minimum of one-half (1/2) of the height of the building on all sides;
- (8) Maximum building height (in feet): 3-story (50 feet);

E. Multi-family Residential, Primary District.

- I. General Description: The Multi-family Residential, Primary District will be located on 13.5 acres of land and shall generally provide for-rent residential housing opportunities.

8. If the developer chooses to proceed with Option B, the Multi-family Residential development(s) shall be limited to a maximum of 34 acres of land and no more than 575 units. Multiple-family dwellings, including cooperative apartments and condominiums. No multifamily units shall be built within 500 feet of Lot 12 of the Halifax Crossings subdivision, as per the plat thereof recorded in Plat Book 57, Page 100, of the Public Records of Volusia County, Florida without the written approval -of the owner of said Lot 12, per the Third Amendment to the Declarations of Covenants Conditions and Restrictions and Easements recorded April 3, 2023 (Instrument #2023065626, Book 8388, Page 579).

I. Permitted Uses:

- (1) Multiple-family dwellings, including cooperative apartments and condominiums.

- (2) Recreational Amenities serving the residents of the District as shown on the MDP.
- (3) Accessory buildings and uses customarily incidental to the above uses when located on the same lot as the principal use, including multi-family amenities such as a clubhouse, pool, etc. and not involving the conduct of a business (other than the customarily incidental business of onsite management and maintenance of apartment buildings).
- (4) Covered parking areas – minimum: one (1) covered space per two (2) units.
- (5) Home Occupations, as restricted by Section 110-807 of the City's Land Development Code, as it may be amended from time to time.
- (6) Signage, as restricted by the City's Land Development Code, as it may be amended from time to time; and
- (7) Infrastructure associated with the above listed uses.

II. Prohibited Uses, if any:

- (1) Single-family and two-family dwellings;
- (2) Mobile/manufactured homes defined by the United States Department of Housing and Urban Development; and
- (3) Accessory structures customarily associated with individual single-family residential lots.

III. Proposed minimum density (in dwelling units per acre): 12 units per acre;

IV. Proposed maximum density (in dwelling units per acre): 20 units per acre not to exceed 275 units for Option A, if Option B is built the units shall not exceed 575 units;

V. Minimum Lot Standards:

- (1) Minimum lot area: 13.0 acres;
Minimum lot width: 400 feet;
- (2) Maximum impervious surface ratio (ISR): Seventy-five percent (75%);
- (3) Maximum lot coverage (in %): Forty percent (40%);

VI. Minimum Yard Requirements / Building Standards:

- (1) Front yard: 10 feet
- (2) Side yard: 5 feet

- (3) Streetside yard: 10 feet
- (4) Rear yard: 15 feet
- (5) Building Separation: 30 feet for primary structures and 10 feet for secondary/ancillary structures if consistent with applicable City Codes including the Land Development Code, Florida Building Code, and the NFPA.
- (6) For buildings three (3) stories in height or greater, the building setback from the property line shall be a minimum of one-half (1/2) of the height of the building on all sides;
- (7) Maximum building height (in feet): 4-story (60 feet);
- (8) Minimum square footage (per unit measured in square-feet of net living area):
 - 1) Studio/1-bedroom – 600 square feet;
 - 2) 2-bedroom – 750 square feet;
 - 3) 3-bedroom and greater – 800 square feet;

B. Multi-family Residential, Age-Restricted District.

I. General Description: The Multi-family Residential, Age-Restricted District occupies approximately 25 acres and shall generally provide for-rent residential housing opportunities for senior residents within the MPUD and surrounding area. This District will be developed with approximately nine (9) mid-rise apartment buildings. This District shall follow the requirements of Federal Register 24 CFR Part 100 subpart “e” and the Florida State Statutes Section 760.24-760.37 (4a).

II. Permitted Uses:

- (1) Multiple-family dwellings, including cooperative apartments and condominiums.
- (2) Recreational Amenities serving the residents of the District as shown on the MDP to include a clubhouse/amenity center, pool(s), etc.
- (3) Accessory buildings and uses customarily incidental to the above uses when located on the same lot as the principal use, and not involving the conduct of a business (other than the customarily incidental business of onsite management and maintenance of apartment buildings).
- (4) Covered parking areas – Ratio: one (1) covered space per every two (2) units.

- (5) Home Occupations, as restricted by Section 110-807 of the City's Land Development Code, as it may be amended from time to time.
- (6) Signage, as restricted by the City's Land Development Code, as it may be amended from time to time; and
- (7) Infrastructure associated with the above listed uses.

III. Prohibited Uses, if any:

- (1) Single-family and two-family dwellings;
- (2) Mobile/manufactured homes defined by the United States Department of Housing and Urban Development; and
- (3) Accessory structures customarily associated with individual single-family residential lots.

IV. Proposed minimum density (in dwelling units per acre): 12 units per acre;

V. Proposed maximum density (in dwelling units per acre): 17 units per acre, not to exceed 420 units;

VI. Minimum Lot Standards:

- (1) Minimum lot area: 24.5 acres;
- (2) Minimum lot width: 100 feet;
- (3) Maximum impervious surface ratio (ISR): Seventy-five percent (75%);
- (4) Maximum lot coverage (in %): Fifty-five percent (55%);

VII. Minimum Yard Requirements / Building Standards:

- (1) Front yard: 10 feet
- (2) Side yard: 5 feet
- (3) Streetside yard: 10 feet
- (4) Rear yard: 5 feet
- (5) Building Separation: 30 feet for primary structures and 10 feet for secondary/ancillary structures if consistent with applicable City Codes including the Land Development Code, Florida Building Code, and the NFPA.
- (6) For buildings three (3) stories in height or greater, the building setback from the property line shall be a minimum of one-half (1/2) of the height of the building on all sides;
- (7) Maximum building height (in feet): 4-story (60 feet);

(8) Minimum square footage (per unit measured in square-feet of net living area):

- 1) Studio/1-bedroom – 600 square feet;
- 2) 2-bedroom – 750 square feet;
- 3) 3-bedroom and greater – 800 square feet;

C. Cluster Residential, age-restricted District.

I. General Description: The Cluster Residential, age-restricted District will occupy 19 acres of land and shall generally provide for-rent residential housing opportunities for senior residents within the MPUD and surrounding area. This District shall follow the requirements of Federal Register 24 CFR Part 100 subpart “e” and the Florida State Statutes Section 760.24-760.37 (4a).

II. Permitted Uses:

- (1) Single-family courtyard, clustered dwelling nodes consisting of four (4) units. No more than two (2) units within a four (4)-unit node can be attached
- (2) Recreational Amenities such as a pool(s) or clubhouse serving the residents of the District as shown on the MDP.
- (3) Home Occupations, as restricted by Section 110-807 of the City's Land Development Code, as it may be amended from time to time.
- (4) Signage, as restricted by the City's Land Development Code, as it may be amended from time to time; and
- (5) Infrastructure associated with the above listed uses.

III. Prohibited Uses, if any:

- (1) Single-family and two-family dwellings;
- (2) Mobile/manufactured homes defined by the United States Department of Housing and Urban Development; and
- (3) Accessory structures customarily associated with individual single-family residential lots.

IV. Proposed maximum density (in dwelling units per acre): 6 units per acre;

V. Minimum Lot Standards:

- (1) Minimum lot area: 10.0 acres;
- (2) Minimum lot width: 250 feet;
- (3) Maximum impervious surface ratio (ISR): Seventy-five percent (75%);

(4) Maximum lot coverage (in %): Thirty-five percent (35%);

VI. Minimum Yard Requirements / Building Standards:

(1) Front yard: 15 feet

(2) Side yard: 0 / 5 feet

(3) Streetside yard: 15 feet

(4) Rear yard: 20 feet

(5) Building Separation: 0 / 10 feet

(6) Maximum building height (in feet): 2-story (35 feet);

(7) Minimum square footage (per unit measured in square-feet of net living area):

All units – 750 square feet;

8. **Architectural controls.** The following Districts shall be consistent with UF/Halifax Health Transitional Spanish-Mediterranean style: Medical Support Facilities District; Multi-Family, Primary District; Multi-Family, Age-Restricted District; and Cluster Residential, Age Restricted District. The Wellness Center will be designed in a more Contemporary vernacular but will incorporate material and color pallets from the Spanish-Mediterranean style. The Commercial parcels will follow a more traditional, corporate architectural style. All architectural controls and variations shall be defined and controlled by the Property Owners Association, as defined within this Agreement. Four-sided elevations shall be submitted and reviewed by the City as part of the site plan submittal.

- a. Traditional architectural style.
- b. Contemporary vernacular with building forms reflective of the functions within the building in terms of form, scale and fenestrations. Material and color selection will be made from Spanish-Mediterranean pallets and may include stucco, stone and metal as well as warm earth tones with design accents.
- c. Transitional Spanish-Mediterranean vernacular. This approach will consist of design elements such as flat or pitched roofs with tile or stone accents, stucco walls, and arches complimented with a warm earhtone pallet ranging from beige, terracotta and brown colors.

9. **Utility provision and dedication.** The Owner/Developer shall connect Volusia County's central utility systems at their sole cost and expense. This will include connections to reclaimed water. Utility fees shall be paid to Volusia County, respectively, 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. The use of potable water for irrigation shall be prohibited. The Owner/Developer shall install appropriate reuse irrigation lines/infrastructure, including stub-outs, throughout the project as development occurs. Finally, the County of Volusia is interested in creating a redundant loop system throughout the area including connection(s) to the neighboring Arbor Ridge neighborhood and the UF/Halifax Hospital. The Owner/Developer shall coordinate with Volusia County on preferred locations, designs and specifications of utilities. This coordination shall result in a design and the design shall be finalized with Volusia County before an application is made for a plat and/or site plan within the MDP.

10. **Stormwater.** Per parcel stormwater systems or master stormwater systems shall be owned and maintained by an established 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 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.
11. **Site Access.** Access to the property, internal and external, shall comply with City Codes. No access to the property from Howland Blvd./SR 472 shall be allowed westward of the Graves Ave./Howland Blvd. intersection in keeping with the Interstate 4 limited access right of way. In addition, there shall be one (1) emergency vehicular access point provided to the residential neighborhood at Tealwood Terrace right of way that is a stabilized base to support at minimum 32 tons and is no more than 20 feet wide. To encourage multi-modal transportation, the Owner/Developer shall construct bicycle/pedestrian access to the Timbercrest and Arbor Ridge neighborhoods at east property line of the Development. The bicycle/pedestrian access shall be constructed before any certificate of occupancy is issued within any property located east of the Halifax Crossings Blvd. right-of-way. With regard to the Multi-Family Primary District, the main access for the District shall align/intersect with the spine roadway planned for the Medical Village element of the MPUD. In addition, to facilitate pedestrian connectivity throughout the MPUD, there shall be a pedestrian crosswalk installed across Halifax Crossings Blvd. at the intersection with the main access for the Medical Village. The crosswalk shall be pedestrian activated which will cause, at minimum, in pavement, or other method as deemed appropriate by the City, illumination of the crosswalk. The crosswalk and related illumination shall be the responsibility of the POA to maintain. However, any work within the Halifax Crossings Blvd. right of way will need to be reviewed and approved by

the City through a use permit application. The crosswalk shall be installed and functional before any certificate of occupancy issued for any project within any Medical Village District or the Multi-Family Primary District.

Halifax Crossings Blvd. accesses a sensitive emergency-oriented land use – UF/Halifax Hospital. Therefore, there shall be no staging, parking, loading, off-loading, etc. within any travel lane of Halifax Crossings Blvd. Staging areas, construction entrances, and accessways shall be determined/approved as part of any land development application. The goal is to keep Halifax Crossings Blvd. travel lanes open for emergency vehicles and to protect City infrastructure. There shall be cross access between parcels along Halifax Crossings Boulevard to ensure traffic and curb cuts are minimal for emergency access.

12. **Roadway Cross Sections.** Parcels within the Subject Property shall be served by public and/or private roadways with cross sections as graphically depicted in general form as part of Exhibit “E”, Roadway Cross Sections.

The project will be served by Halifax Crossings Blvd. and a network of roadways extending through the Medical Village. The cross section of Halifax Crossings Blvd., a City dedicated roadway will not change. New roads associated with the Medical Village will be addressed in a hierarchical manner with the main roadway/boulevard extending from Halifax Crossings Blvd. to the terminus of the main roadway at the Multi-Family Age Restricted District being accepted by the City (as per City specifications) as a City maintained roadway. All other roadways within the Medical Village shall be private. However, private roadways shall be constructed to City specifications.

The main roadway/boulevard shall consist of a 90-foot urban cross section right-of-way accommodating a two-lane facility with a 20-foot median. The cross section will be constructed on each side with a curb and gutter and a 9-foot separation between the gutter and a 6-foot sidewalk. The median and 9-foot buffers shall be landscaped with a mixture of over story and understory vegetation. The City shall not be responsible for any landscaping materials but will require approval of landscaping species to ensure access for emergency purposes and limit plantings that could upheave sidewalk, curbs or travel way pavement. The landscaping shall be maintained by a POA in a presentable manner at all times.

Lesser roadways within the Medical Village will be designed within a 54-foot urban cross-section envelope. This design window will accommodate a non-divided two way 22-foot paved travel way. Drainage will be managed through a 2-foot curb and gutter system. The travel lanes/curb and gutter will be separated from a 6-foot sidewalk on both sides of the roadway by an 8-foot vegetated buffer. The 8-foot buffers shall be landscaped with a mixture of over story and understory vegetation. The City shall not be responsible for any landscaping materials but will require approval of landscaping species to

ensure access for emergency purposes. The landscaping shall be maintained by the POA in a presentable manner at all times.

A roundabout is planned to manage traffic flow within the Medical Village. The roundabout will be appropriately designed in accordance with best engineering standards and City specifications. The City will accept the roundabout through dedication. However, the City will not be responsible for any center piece monumentation, landscaping, etc. However, the City will ultimately determine the appropriateness of such hardscaping, monumentation, landscaping, etc. The City may opt for a more traditional stop-controlled intersection design in lieu of a roundabout, if deemed appropriate.

Finally, the above transportation infrastructure designs, including landscaping, may need to be altered to address access and staging for fire safety apparatuses and operations. Such design changes may include, but not be limited to, travel way cross-section width expansion.

13. Transportation, Fair Share, and Improvements.

Traffic management for the MPUD relies on the original trip cap of 17,415 external daily trips. The 17,415 ADT cap will apply cumulatively to the remaining land within the Halifax Crossings MPUD. The trips allocated to the MPUD include the UF/Halifax Hospital complex, McDonalds fast food restaurant, and the Wawa convenience store. To date, these three uses within the Halifax MPUD have accounted for 10,256 trips.

Threshold	Amount	Status	Government Recipient
6,500 ADT	\$606,540.98	Paid in 2022	Volusia County
15,500 ADT	\$792,071.16	Not Paid	Volusia County

The MPUD amendment improvements will be adjusted through coordination between Volusia County and the City of Deltona, following the completion of a Traffic Study. Should the PUD exceed the 17,415 daily trips, an additional proportionate fair share agreement will be established in collaboration with Volusia County and the City of Deltona. Once the threshold of 15,500 trips is reached, the original PFS (Proportionate Fair Share) amount, outlined in the table below, will be paid to the County.

To date, the applicant has completed the required improvements outlined in the previous BPUD Agreement:

Roadway Improvement	Intersection	Direction	Status	Threshold
Dual-left turn lanes	SR 472/Graves Av./Halifax Crossings Blvd.	Eastbound	Completed	8,664 ADT or 200 peak hour left turns
Right turn lane	Howland Blvd./Halifax Crossings Blvd.	Westbound	Completed	4,237 ADT or 75 peak hour right turns
Dual-left turn lanes	Halifax Crossings Blvd. (FKA Graves Av.)/Howland Blvd.	Southbound	Not Completed, Pending New TIA	13,567 ADT or 200 peak hour left turns

14. **Public Facilities/Land Dedication.** Facilities or tracts that either is or shall become public facilities/tracts that will serve the development and/or are on the Subject Property are, as follows: Installation of the medians, roadside landscaping, and irrigation will be the responsibility of the Developer. Maintenance of the medians, roadside landscaping, and irrigation once constructed and installed shall be the responsibility of the Halifax Crossings Property Owners Association (POA). Halifax Crossing Boulevard is dedicated to the City of Deltona, and construction of all other roadways shall be the responsibility of the Developer, and maintenance after roadways are constructed shall be the responsibility of the Halifax Crossings POA.
15. **Development Permits/Fees.** The Owner/Developer is responsible for obtaining, permitting, and the payment of all fees for facilities and services for 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 impact fees are applicable, and no impact fee credits shall be awarded through this Agreement; unless a cessation exists through a City moratorium that is Citywide. Proportionate fair share site improvements shall not be used in lieu of impact fees.
16. **Obligations.** Should the Owner/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 30 days written notice to commence and 90 days to complete said required obligation. If the Owner/Developer fails to complete the obligations within the 90-day period, then the City,

without further notice to the Owner/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 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 (27) hereof.

17. **Site Plan/Plat Approval.** Exhibit "C", the Master Development Plan, is the Preliminary Plan of the MPUD and this Agreement. The Master Development Plan shall not replace, supersede, or absolve the Owner/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. The Halifax Village MPUD will have two MDP options:
 - **Option A:** This option must comply with the specifications outlined in section 7 of the Development Agreement (DA).
 - **Option B:** This option is limited to multifamily and commercial uses as specified in sections 7B and 7E. Option B will allow for a total of 34 acres to be utilized as multi-family uses, with a cap of 575 units. The Master Development Plan for Option B illustrates modifications limited to the eastern section of the site; the western portion remains consistent with Option A, including 275 residential units and designated commercial parcels.
18. **Indemnification.** The Owner/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.
19. **Compliance.** The Owner/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 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 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.

20. **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 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 30 days written notice to commence and 90 days to complete said required obligation at the sole expense of the Owner/Developer. If the Owner/Developer fails to complete the obligations within the 90 day period, then the City, without further notice to the Owner/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 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 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 and their successors and assigns in interest shall be deemed to have been given upon the mailing of notice as provided in paragraph (27) of this Agreement.
21. **Concurrency and Vested Rights.** The Owner/Developer acknowledges and agrees that prior to the issuance of any development orders for the Property, the Owner/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, as cited in Section 86-34 of the City's Land Development Code.

22. **Environmental and Tree Preservation.** The property contains habitat that may be suitable for scrub jays and gopher tortoises. The environmental consultant Stillwater Environmental performed two environmental studies of the property. The studies focused on the uncleared in situ portion of the MPUD area located east of the UF/Halifax Hospital complex and east of Halifax Crossings Blvd. The environmental reporting confirmed there are no wetlands on site and the soils are sandy and well drained. The reporting also determined a portion of the property situated along the northern and eastern boundaries is used by scrub jays. The report recommends the northern buffer be expanded from 40 feet in width to 100 feet. The eastern buffer at 40 foot was determined to be adequate. However, Stillwater recommended portions of the buffer be managed through appropriate mechanical manipulation to create a low canopy xeric oak type scrub community. Management of this area for scrub jays will also provide habitat for gopher tortoises. Therefore, a set aside and management of the 100-foot and 40-foot buffer areas to support continued and improved scrub jay habitat is required. Scrub jay management shall be done in consultation with the U.S. Fish and Wildlife Service and may be done in conjunction with a habitat conservation plan as part of U.S. Fish and Wildlife Service permitting.

If tortoises are found to inhabit a development area then the removal and location shall be required in lieu of a 'take' consistent with all permitting requirements. If scrub jays are noted on site, then any modification of that habitat shall be permitted consistent with the requirements of the U.S. Fish and Wildlife Service.

Tree protection shall be in accordance with Chapter 98 of the City Code as it may be amended from time to time. Tree protection areas and habitat protection set aside land may coincide with buffer yards and other open space acreage. As part of the mass grading Development Order (FSP17-005), the applicant deferred \$66,319.91 in tree replacement mitigation. To date one development has paid to address the fair share of the outstanding \$66,319.91 for tree replacement. The Wawa development paid \$10,449.90 of the \$66,319.91. There was a \$55,870.01 in tree replacement mitigation unpaid. To advance the project through the public hearing process, the applicant has paid the \$55,870.01 outstanding tree mitigation in full.

This Agreement does not vest or exempt the Owner/Developer from any permitting and mitigation obligations needed to develop a Subject Property.

23. **Property Owners Association.** The Subject Property is within or shall be incorporated into the Halifax Crossings POA and encumbered by the Declaration of Covenants Conditions and Restrictions recorded on Official Record Book 7186 Page 3754, Public Records of Volusia County, Florida, as may be amended from time to time. The POA shall at a minimum be responsible for maintaining the common open space, any common utility systems, such as for irrigation and site lighting, and project signage. The City is not responsible for the enforcement of any agreements or deed restrictions entered into between property owners or occupiers of the Subject Property. The updated POA documents will need to be formulated and approved by the City before an application is made for any site plan or plat. If maintenance for the Subject Property is not maintained following the issuance of a Certificate of Occupancy, the City has the option to cause any deficiency to rectify through a Code Enforcement violation.
24. **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 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. 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.
25. **Utility Easements.** For any easement not established on a plat for the Subject Property, the Owner/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, 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.
26. **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.

27. **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 REPRESENTATIVES:

William Barfield, Esq
William E. Barfield, PA
225 South Westmont Avenue, Suite 2040
Altamonte Springs, Florida 32714

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 identified in 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's obligation to identify its lender(s) to all parties in a fashion as is required for notices herein.

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

31. **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.
32. **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.
33. **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.
34. **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.
35. **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.
36. **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 shall execute this Agreement within ten (10) business days of the City Commission's adoption of Ordinance No. 18-2022; 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.
37. **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.

38. **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, and the City have executed this Agreement.

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

OWNER/DEVELOPER

By:

Signature of Witness # 1

Signature

Print or type name

Print or type name

AS:

Signature of Witness # 1

Signature

Print or type name

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 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 Owner/Developer has executed this agreement.

OWNER/DEVELOPER

By:

Signature of Witness # 1

Signature

Print or type name

Print or type name

AS:

Signature of Witness # 1

Signature

Print or type name

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 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.

(NOTARY SEAL)

Signature of Notary

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 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

TG Law, PLLC, CITY ATTORNEY

Exhibit "B"

Legal Description for the Subject Property

LEGAL DESCRIPTION:

LOTS 10, 11 AND TRACT "B", HALIFAX CROSSINGS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGES 100 THROUGH 105; TOGETHER WITH LOTS 1 THROUGH 5, BLOCK 3 AND THE VACATED PORTION OF WALTER AVENUE LYING NORTH OF SAID LOT 1 AND THE VACATED PORTION OF PERSIMMON STREET LYING EAST OF SAID LOTS 1 THROUGH 5, DAVIS PARK FIFTH ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 18, PAGE 194, ALL OF PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND LYING IN SECTION 6, TOWNSHIP 18 SOUTH, RANGE 31 EAST. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 11; THENCE RUN SOUTH 00°18'12" WEST, ALONG THE EAST LINE OF SAID LOT 11, FOR A DISTANCE OF 1323.00 FEET; THENCE RUN SOUTH 00°18'23" EAST, ALONG SAID EAST LINE OF LOT 11 AND THE EAST LINE OF SAID TRACT "B", FOR A DISTANCE OF 1331.05 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE RUN NORTH 89°33'17" WEST, ALONG THE SOUTH LINE OF SAID TRACT "B", FOR A DISTANCE OF 852.84 FEET TO THE EAST LINE OF SAID LOT 10; THENCE RUN SOUTH 00°17'38" EAST, ALONG SAID EAST LINE, FOR A DISTANCE OF 301.64 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 10; THENCE RUN SOUTH 62°54'27" WEST, ALONG THE SOUTHERLY LINE OF SAID LOT 10, FOR A DISTANCE OF 78.29 FEET TO THE SOUTHWESTERLY CORNER THEREOF; THENCE RUN NORTH 27°05'33" WEST, ALONG THE WESTERLY LINE OF SAID LOTS 10 AND 11, FOR A DISTANCE OF 747.82 FEET; THENCE RUN ALONG THE WESTERLY LINE OF SAID LOT 11 THE FOLLOWING COURSES: NORTH 29°27'18" WEST FOR A DISTANCE OF 754.59 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 551.61 FEET, A CHORD BEARING OF NORTH 14°38'47" WEST, AND A CHORD DISTANCE OF 281.92 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°36'43" FOR AN ARC DISTANCE OF 285.08 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 00°09'34" EAST FOR A DISTANCE OF 73.42 FEET; THENCE RUN SOUTH 89°45'12" EAST FOR A DISTANCE OF 380.56 FEET; THENCE RUN NORTH 00°01'07" EAST FOR A DISTANCE OF 1323.52 FEET TO THE NORTHWEST CORNER OF SAID LOT 11; THENCE RUN SOUTH 89°43'54" EAST, ALONG THE NORTH LINE OF SAID LOT 11, FOR A DISTANCE OF 1322.60 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

TRACT "LS", HALIFAX CROSSINGS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGES 100 THROUGH 105, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

TOGETHER WITH:

LOT 2, LOT 9 OF HALIFAX CROSSINGS REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 58, PAGE 160, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 1 THROUGH 8, HALIFAX CROSSINGS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 57, PAGE 100, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS AND EXCEPT:

A PORTION OF LOT 8, HALIFAX CROSSINGS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGE 100 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 8, HALIFAX CROSSINGS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGE 100 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN ALONG THE SOUTHERLY AND WESTERLY LINES OF SAID LOT 8 THE FOLLOWING COURSES: NORTH 89°26'18" WEST, FOR A DISTANCE OF 70.65 FEET; THENCE RUN SOUTH 00°17'29" EAST, FOR A DISTANCE OF 25.16 FEET; THENCE RUN NORTH 89°26'01" WEST, FOR A DISTANCE OF 134.61 FEET; THENCE RUN NORTH 54°43'27" WEST, FOR A DISTANCE OF 73.75 FEET; THENCE RUN NORTH 00°17'20" WEST, FOR A DISTANCE OF 93.79 FEET; THENCE RUN NORTH 89°27'21" WEST, FOR A DISTANCE OF 84.74 FEET TO A NON TANGENT CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY ALONG SAID NON TANGENT CURVE HAVING A CENTRAL ANGLE OF 01°59'59", A RADIUS OF 1537.02 FEET, AN ARC LENGTH OF 53.64 FEET, A CHORD BEARING OF NORTH 38°38'16" WEST AND A CHORD DISTANCE OF 53.64 FEET; THENCE DEPARTING SAID WESTERLY LINE RUN NORTH 62°54'27" EAST ALONG THE NORTHERLY LINE OF SAID LOT 8, FOR A DISTANCE OF 60.37 FEET; THENCE DEPARTING SAID NORTHERLY LINE RUN SOUTH 89°25'29" EAST, FOR A DISTANCE OF 347.12 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 8 AND A NON TANGENT CURVE CONCAVE WESTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID NON TANGENT CURVE HAVING A CENTRAL ANGLE OF 29°09'35", A RADIUS OF 358.99 FEET, AN ARC LENGTH OF 182.70 FEET, A CHORD BEARING OF SOUTH 05°20'34" WEST AND A CHORD DISTANCE OF 180.74 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7732, PAGE 567, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING A PORTION OF LOT 49, YOURLANDO FARMS AND GROVES, MAP BOOK 10, PAGE 227, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 49, AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR STATE ROAD 400, SECTION 79110, F.P. NO. 242655 1, FILED IN THE SURVEYING AND MAPPING SECTION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT FIVE OFFICE IN DELAND, FLORIDA; THENCE SOUTH 00°16'41" EAST, ALONG THE EAST LINE OF SAID LOT 49, A DISTANCE OF 176.64 FEET TO A POINT ON THE LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 472, AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE NORTH 26°03'16" WEST, ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, 197.08 FEET TO THE NORTH LINE OF SAID LOT 49; THENCE DEPARTING SAID LIMITED ACCESS RIGHT OF WAY LINE RUN SOUTH 89°43'21" EAST, ALONG SAID NORTH LINE, 85.71 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

THAT PORTION OF SAN CRISTOBAL STREET, YOURLANDO FARMS AND GROVES ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 10, PAGE 227 OF SAID PUBLIC RECORDS, VACATED PER

RESOLUTION 2014-05 AS RECORDED IN OFFICIAL RECORDS BOOK 7013, PAGE 4559 OF SAID PUBLIC RECORDS, LYING NORTH OF STATE ROAD 472 AND WEST OF LOT 2, HALIFAX CROSSINGS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 57, PAGE 100, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

CONTAINING 109.71 ACRES, MORE OR LESS.

EXHIBIT C



Kimley»Horn

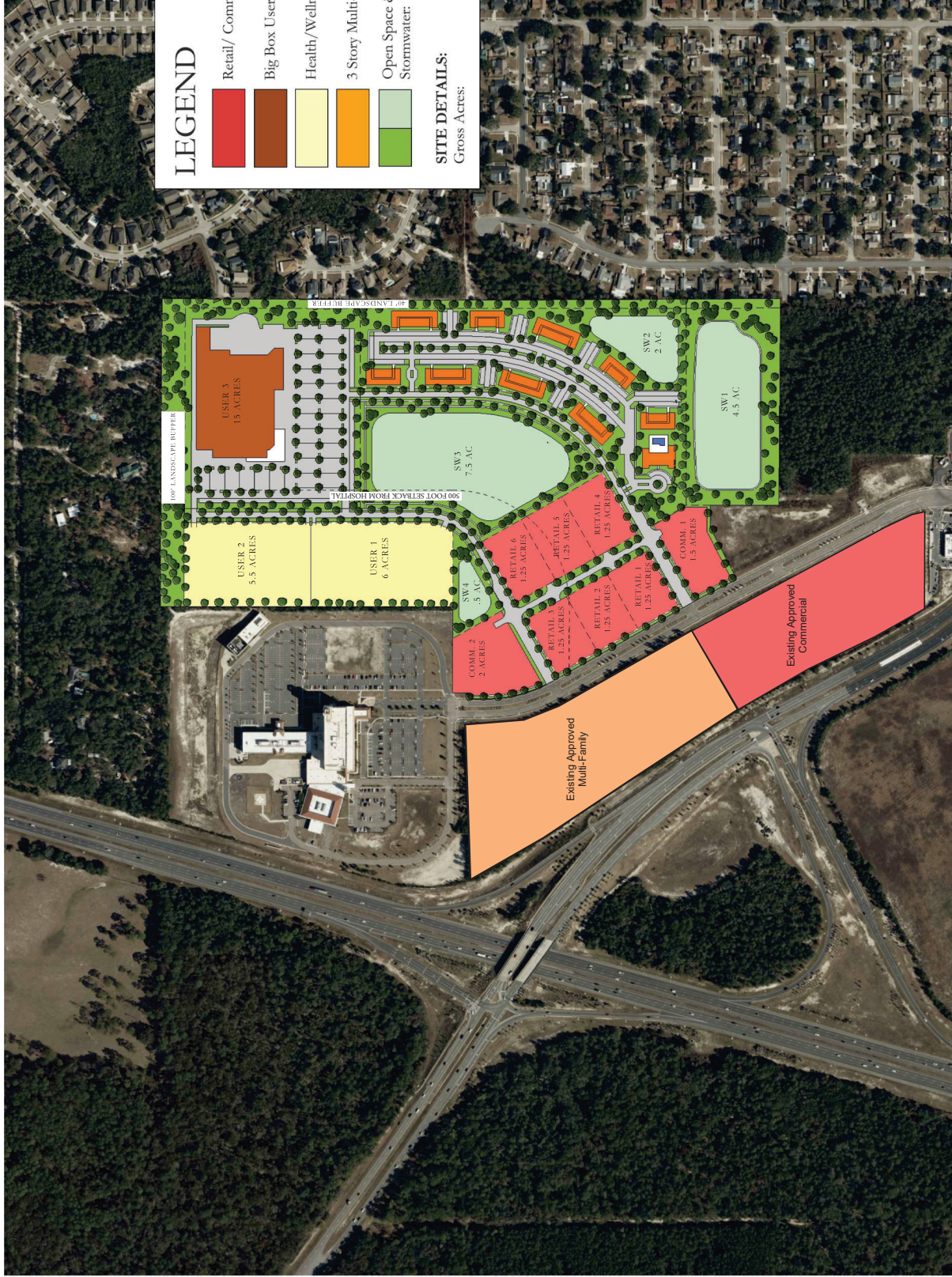


Exhibit "D"

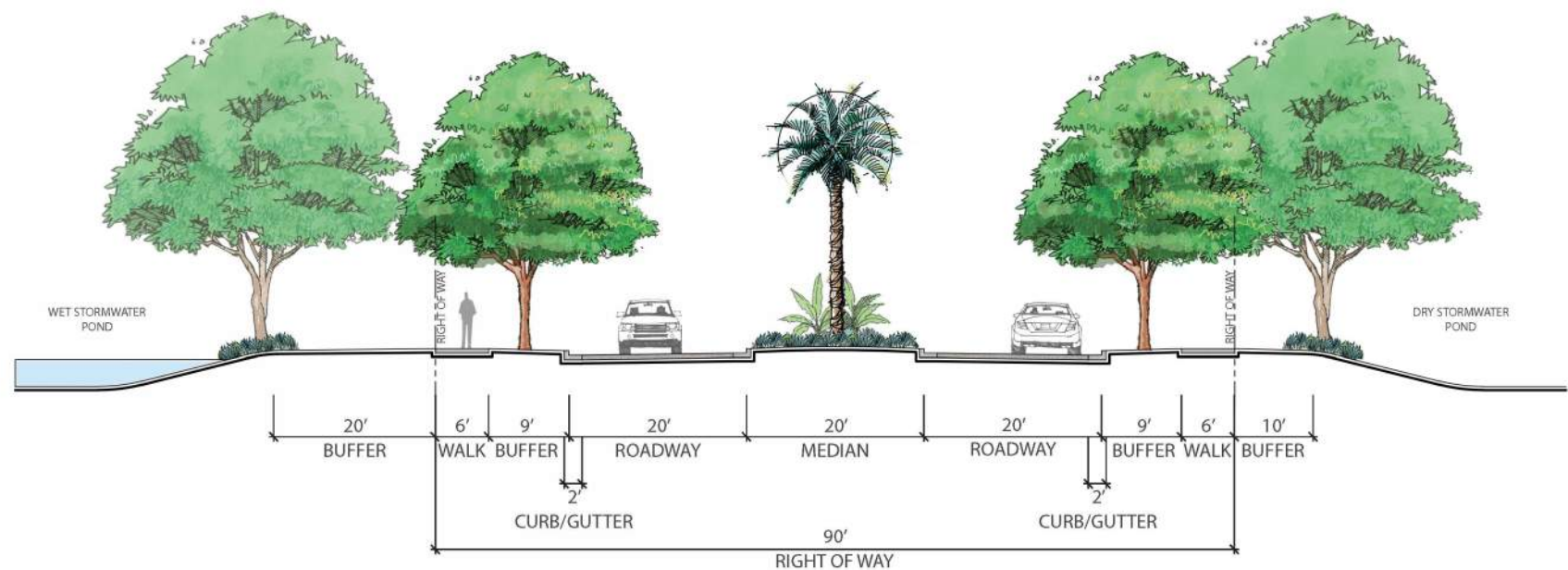
Allowed Uses Within the Commercial District

1. Animal Hospital.
2. Antique Shops.
3. Art goods and brick-a-brac shops.
4. Art, dance, modeling and music schools.
5. Artist Studios.
6. Automobile new parts, equipment and accessories; sales only.
7. Automobile rental agencies.
8. Automobile service stations, types A and C.
9. Bakeries, retail (including preparation of products for sale on the premises.)
10. Banks and other financial businesses.
11. Barber and beauty shops.
12. Bicycle stores.
13. Brewpub/microbrewery (refer to section 110-814(i)).
14. Car washes.
15. Confectionery and ice cream stores.
16. Convenience stores.
17. Craft distillery (refer to section 110-814(i)).
18. Day care centers.
19. Dental laboratories.
20. Dental offices and clinics.
21. Drug and sundry stores.
22. Electronic sales and service.
23. Exempt excavations (refer to section 110-817(o)) and/or those which comply with the Land Development Code of the city, chapter 75, Code of Ordinances, as it may be amended from time to time
24. Financial institutions.
25. Florist shops.
26. Fruit stores (retail only).
27. Funeral homes.
28. Furniture stores.
29. General Offices.
30. Grocery stores with or without meat sales.
31. Hardware stores (retail only).
32. Interior decorating, costuming, draperies.
33. Jewelry stores, watch repairs.
34. Leather goods stores (retail only).
35. Medical offices and clinics.
36. Microwinery (refer to section 110-814(i)).
37. Millinery, wearing apparel, furrier stores.
38. Hotel.
39. Music and radio stores.
40. Newsstands.

- 41. Non-profit membership and charitable organizations.
- 42. Paint stores.
- 43. Photograph galleries.
- 44. Physical fitness centers.
- 45. Restaurants, types A and B.
- 46. Retail sales and services, excluding sales or rental of automobile, motorcycle, truck, motor home, or travel trailers, automobile driving schools, boat or mobile home sales and services.
- 47. Retail specialty shops.
- 48. Travel agencies.
- 49. Utility offices.
- 50. Veterinary clinics.

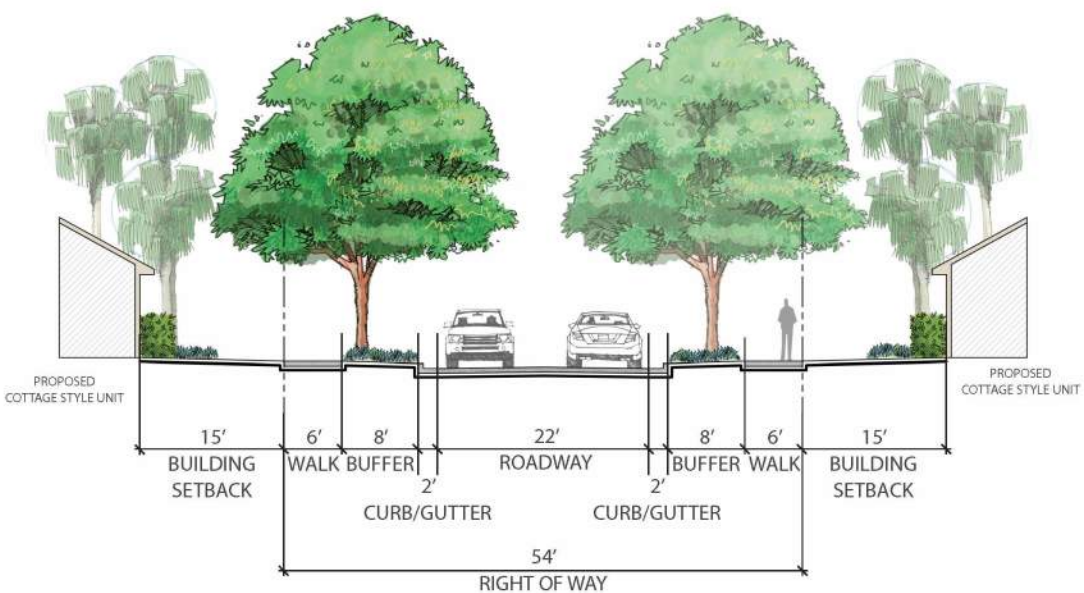
Exhibit "E"

Roadway Cross Sections



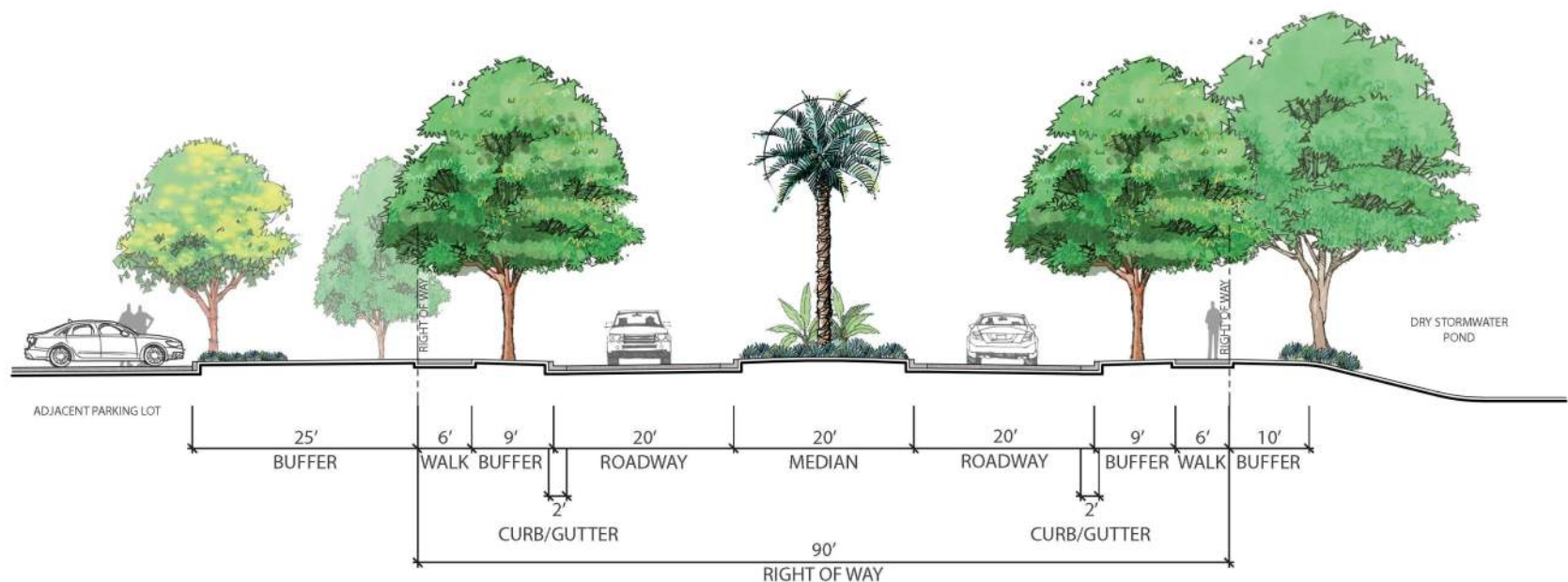
BOULEVARD LAYOUT BETWEEN STORMWATER PONDS - 90' R.O.W.

SCALE: 1" = 20'



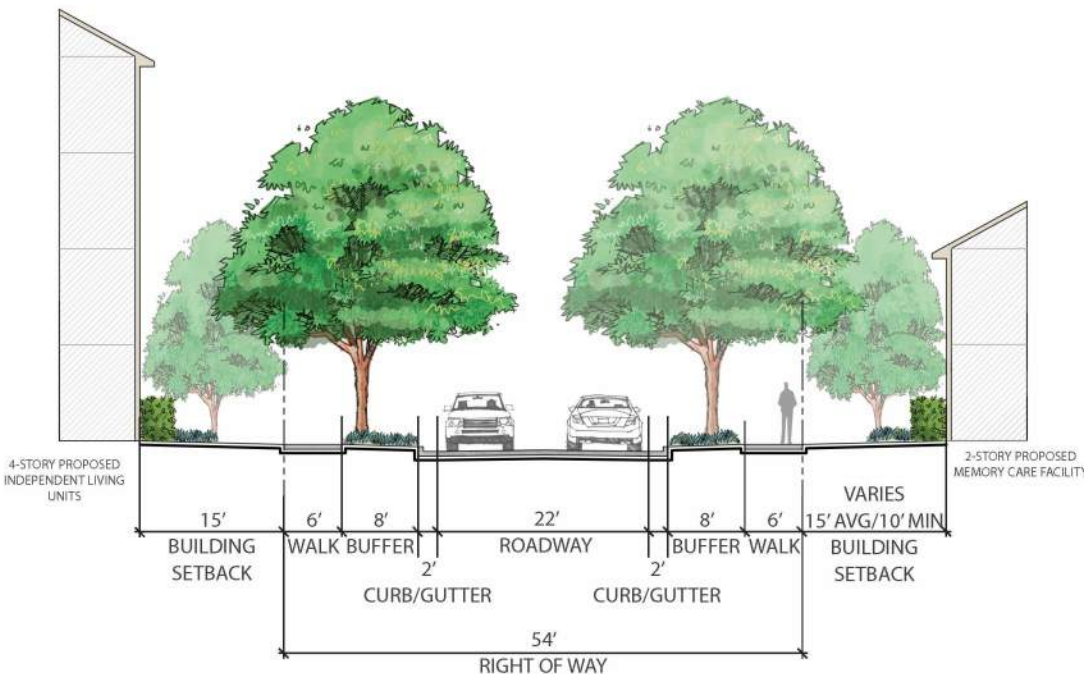
ROADWAY BETWEEN COURTYARD COTTAGES - 54' R.O.W.

SCALE: 1" = 20'



BOULEVARD LAYOUT ADJACENT TO PARKING - 90' R.O.W.

SCALE: 1" = 20'



ROADWAY BETWEEN INDEPENDENT LIVING AND MEMORY CARE - 54' R.O.W.

SCALE: 1" = 20'

HALIFAX VILLAGE - CONCEPTUAL ROADWAY CROSS SECTIONS

Exhibit "F"

Summary of Trip Generation

ATTACHMENT B
Summary of Trip Generation
Halifax Crossings

				Daily Trip Ends	AM Peak Period				PM Peak Period				Internal Capture % ⁶				Internal Capture Trips ⁷						Passby %		Passby Trips						Net External Trips						
		ITE Code	Intensity		In		Out		In		Out		Daily	AM Peak		PM Peak		AM Peak			PM Peak				AM Peak			PM Peak									
Status	Land Use				%	Trips	Trips	Total	%	Trips	Trips	Total		In	Out	In	Out	In	Out	Total	In	Out	Total	AM	PM	In	Out	Total	In	Out	Total	In	Out	Total	In	Out	Total
Approved	Free Standing ER ¹	610	25.016 KSF	287	63%	43	26	69	38%	9	14	23	0%	0%	0%	0%	0%	0	0	0	0	0	0	0%	0%	0	0	0	0	0	0	0	0	0	0		
	Hospital ²	610	202.136 KSF	2,322	63%	173	101	274	38%	71	117	188	0%	0%	0%	0%	0%	0	0	0	0	0	0	0%	0%	0	0	0	0	0	0	0	0	0	0		
	Medical Office ²	720	55.000 KSF	2,325	79%	103	28	131	28%	48	122	170	8%	23%	91%	17%	13%	24	25	49	8	16	24	0%	0%	0	0	0	0	0	0	0	0	0	0	0	
	Convenience with Gas ³	853	6.119 KSF	3,224	50%	124	124	248	50%	151	151	302	14%	20%	19%	41%	48%	25	24	48	62	72	134	50%	62%	50	50	99	52	52	104	50	51	101	37	27	64
	Fast Food (DI) ⁴	934	4.454 KSF	2,098	51%	91	88	179	52%	76	70	146	14%	56%	31%	49%	69%	51	27	78	37	48	86	27%	49%	14	14	27	15	15	30	26	47	73	24	7	31
	Total Approved Development Trips				10,256	534	367	901	355	474	829							99	76	176	107	137	244			63	63	126	67	67	134	371	227	599	181	271	452
Proposed	Multi-Family Housing (Mid-Rise)	221	275 DU	1,265	23%	25	84	109	61%	66	42	108	14%	8%	19%	49%	41%	2	16	18	32	17	50	0%	0%	0	0	0	0	0	0	0	0	0	0	0	
	Sr. Adult Housing - Detached	251	80 DU	490	33%	11	22	33	61%	23	14	37	14%	8%	19%	49%	41%	1	4	5	11	6	17	0%	0%	0	0	0	0	0	0	0	0	0	0	0	
	Sr. Adult Housing - Attached	252	420 DU	1,239	34%	28	53	81	56%	59	46	105	14%	8%	19%	49%	41%	2	10	12	29	19	48	0%	0%	0	0	0	0	0	0	0	0	0	0	0	
	Congregate Care Facility	253	110 DU	234	58%	5	4	9	49%	10	10	20	14%	8%	19%	49%	41%	0	1	1	5	4	9	0%	0%	0	0	0	0	0	0	0	0	0	0	0	
	Assisted Living	254	240 Beds	624	60%	26	17	43	39%	23	35	58	0%	0%	0%	0%	0%	0	0	0	0	0	0	0%	0%	0	0	0	0	0	0	0	0	0	0		
	All Suites Hotel	311	71 Rms	254	53%	6	6	12	49%	10	11	21	0%	5%	34%	47%	30%	0	2	2	5	3	8	0%	0%	0	0	0	0	0	0	0	0	0	0	0	
	Business Hotel	312	71 Rms	358	39%	10	16	26	55%	12	10	22	0%	5%	34%	47%	30%	1	5	6	6	3	9	0%	0%	0	0	0	0	0	0	0	0	0	0	0	
	Health/Fitness Club (Private) ⁵	492	20.000 KSF	690	51%	13	13	26	57%	39	30	69	0%	0%	0%	0%	0%	0	0	0	0	0	0	0%	0%	0	0	0	0	0	0	0	0	0	0	0	
	Strip Retail Center (<40k)	822	23.520 KSF	1,222	60%	34	22	56	50%	78	77	155	14%	20%	19%	41%	48%	7	4	11	32	37	69	27%	34%	6	6	12	15	15	29	21	12	33	31	25	57
	Fine Dining Restaurant	931	7.200 KSF	604	67%	3	2	5	67%	38	18	56	14%	56%	31%	49%	69%	2	1	2	19	12	31	0%	44%	0	0	0	5	5	11	1	1	3	14	0	14
Total Proposed Development Trips				6,980	161	239	400	358	293	651							15	43	58	138	102	240			6	6	12	20	20	40	140	190	330	200	171	371	
Total Approved + Proposed Daily Trips				17,236	695	606	1,301	713	767	1,480							114	120	234	246	238	484			69	69	139	87	87	174	511	417	929	380	442	822	
Vested Trips				17,415																																	
Vested Daily Trips Remaining				179																																	

Source: ITE Trip Generation, 9th, 10th and 11th Edition
NCHRP Report 684

ITE Trip Generation Handbook, 3rd Edition

- Notes: ¹ Daily trip generation based on Site Plan #FSP 16-001 vested trips. AM and PM peak hour trips based on ITE Trip Generation Manual, 9th Edition
² Daily trip generation based on Site Plan #FSP 17-010 vested trips. AM and PM peak hour trips based on ITE Trip Generation Manual, 9th Edition
³ Daily trip generation based on Site Plan #FSP 17-014 vested trips. AM and PM peak hour trips based on ITE Trip Generation Manual, 10th Edition
⁴ Vested trips based on ITE Trip Generation, 10th Edition, LUC 934
⁵ Daily trips rates are not provided. Daily volumes based on the assumption that PM peak hours trips are 10% of daily trips, LUC 492

⁶ Internal capture calculation is a conservative estimate since it does not account for internal capture with the following land use: Assisted Living, Health/Fitness Club, Hospital, Free Standing ER.

⁷ AM and PM Pass By Trips were calculated based on the following land uses: Strip Retail Center, Convenience With Gas, Fine Dining Restaurant, and Fast food Restaurant. AM pass by assumes 80% of PM Peak Pass by percentage and Daily pass trips are assumed as the sum of AM and PM Peak. Calculated pass by is less than 10% of existing traffic (FDOT 2020 AADT = 28500)

EB Left Turn at Howland Blvd - Build Out	
Total AM Peak Hour Trips Entering	146
EB AM Peak Hour Distribution	39%
Total Estimated EB Left Turn Volume	57
SB Left Turn at Howland Blvd - Build Out	
Total PM Peak Hour Trips Exiting	191
EB Peak Hour Distribution	41%
Total Estimated SB Left Turn Volume	78

Roadway Segment	2020	
	AADT	Project Distribution
Graves Avenue South of Howland	14,300	20%
Howland Bv West of Graves	28,500	39%
Howland East of Graves	30,000	41%
Total	72,800	100%

Source: FDOT Florida Traffic Online 2020