CULVER'S DELTONA
PROPORTIONATE FAIR SHARE AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into by and between the following entities: **DELTONA BURGERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY,** whose mailing address is **1620 S. Hastings Way, Eau Claire, Wisconsin, 54701** ("Developer"); the **CITY OF DELTONA**, a Florida municipal corporation, whose address is 2345 Providence Boulevard, Deltona Florida 32725 ("City"); and the **COUNTY OF VOLUSIA**, a political subdivision of the State of Florida ("County"), whose mailing address is 123 West Indiana Avenue, DeLand, Florida 32720. Collectively, the Developer, City, and County are referred to herein as the "Parties".

WHEREAS Developer is the owner of +/- 2.7 acres of land generally located in the southeast corner of Howland Boulevard and Red Fox Run which is identified as 3095 Howland Boulevard, Deltona Florida and as more particularly described on Exhibit "A" (the "Property"); and

WHEREAS, the Property is subject to the terms and conditions of the Commercial C-2 zoning classification for the City of Deltona, which authorizes development on the Property; and

WHEREAS, the Property is undergoing site plan review for a 4582 square feet fast food restaurant with a drive through window (collectively, the "Project"); and

WHEREAS, in connection with the above referenced site plan review, a traffic impact analysis ("TIA") in the vicinity of the Project was performed by TPD, Inc. on behalf of the Developer dated January 27, 2026 in order to determine the availability of roadway capacity to serve the Project; and

WHEREAS, Florida Statutes § 163.3180(5)(h) authorizes payment of proportionate fair share mitigation funds as an alternative to demonstrating traffic concurrency in certain circumstances; and

WHEREAS, the TIA, based on the development types and densities outlined above, projects buildout of the development to be by December 31, 2026; and

WHEREAS, through the TIA, certain traffic impacts were identified in the vicinity of the Project ("Impact Area"), and Developer's obligation to make a contribution payment for certain roadway improvements is set forth in this Agreement; and

WHEREAS, TPD, Inc., in the TIA, calculated the Project's proportionate share of the total costs of the offsite traffic improvements to be constructed within the Impact Area, based upon the development of the Project, as further detailed in the TIA; and

WHEREAS, the City's participation in this Agreement is limited to acknowledging satisfaction of applicable transportation concurrency requirements associated with the Project and does not create any obligation for the City to construct, fund, or maintain the Roadway Improvements identified herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and with the intent to be legally bound and to bind their successors and assigns, the Developer, County, and City do hereby agree as follows:

1. Recitals. The recitals set forth above are true and correct, form a material part of this Agreement and are incorporated herein by reference.

2. Roadway Improvements. Developer shall pay the Proportionate Fair Share (defined below) to the County as consideration for the roadway improvements to be constructed as required by the City and County as a result of the traffic impacts created by the Project ("Roadway Improvements") in order to satisfy concurrency requirements consistent with the requirements of Section 402 of the City's Land Development Regulations and Section 72 of the County's Land Development Code:

(a.) Proportionate Fair Share. For purposes of this Agreement, the amount of $169,790.84, referred to herein as "Proportionate Fair Share," is the amount due for the Project and further detailed in Exhibit “B”. The Proportionate Fair Share shall be paid to the County on or before August 10, 2026. If Developer does not pay the Proportionate Fair Share within one (1) year of the date of the execution of this Agreement by all parties hereto, then the Proportionate Fair Share shall be revised based on the applicable Consumer Price Index published inflationary rate for Transportation Services. If the Proportionate Fair Share amount is not paid prior to December 31, 2026, then the TIA must be updated, and the proportionate fair-share amount recalculated based on conditions at that time. The parties agree that the location and timing of the Roadway Improvements shall be determined by the County provided the Roadway Improvements are within zone 3 of the Impact Fee Ordinance. Once Developer has paid the Proportionate Fair Share, Developer agrees to waive the right to request a return of the Proportionate Fair Share payment. Developer shall be entitled to County thoroughfare road impact fee credits equal to the amount of the Proportionate Fair Share payment. County impact fee credits shall be issued as detailed in Exhibit “C” and in accordance with applicable provisions of the Volusia County Impact Fee Ordinance.

(b.) County’s Application of Proportionate Fair Share. The Parties intend that the County will apply the Proportionate Fair Share to the cost of installing Roadway Improvements in the Impact Area. Developer acknowledges that it has no right to direct or claim a right to direct the application of the Proportionate Fair Share to making any specific Roadway Improvements so long as the Roadway Improvements are within zone 3 as specified within the Impact Fee Ordinance.

3. Developer Acknowledgement/Waiver. Developer acknowledges that the payment of the Proportionate Fair Share does not release the Developer from payment of any other City development or building related fees including impact fees, or such other City fees as may be prescribed by law. Developer specifically waives Developer's right to claim any and all City road

impact fee credits, except as such credits may be due under the terms of the City's impact fee ordinance.

4. Timing. The Parties agree that the timing of construction of the Roadway Improvements shall be determined by the County of Volusia.

5. Effective Date. The effective date of this Agreement shall be the last date upon which all Parties hereto cause this Agreement to be executed as indicated below their respective signatures.

6. Binding Nature of this Agreement. This Agreement shall inure to the benefit of the Parties hereto and the Property, and shall be binding upon any person, firm, or corporation that may become a subsequent owner, successor in interest or assign, directly or indirectly, of the Property or any portion thereof.

7. Venue. In the event of any claim, action, litigation or proceeding under this Agreement, venue shall be in Volusia County, State of Florida.

8. Recordation. This Agreement will be recorded in the Public Records of Volusia County, Florida, at Developer's expense.

9. Amendment. Amendments to this Agreement will be in writing, signed by all Parties. All amendments require approval of the Deltona City Commission and the County Council of Volusia.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The electronic (i.e., facsimile or email) transmittal or delivery of a fully executed copy of this Agreement shall be deemed valid as if a fully executed original copy of this Agreement was transmitted or delivered.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on behalf of the respective entities, their successors, and assigns.

Signed, sealed and delivered in the presence of:

THE CITY OF DELTONA, FLORIDA, a Florida municipal corporation

____
Witness 1

____
Print Name of Witness 1

By: _________________________________
Avila Santiago, Mayor

____
Witness 2

Attest: ______________________________
Joyce Raftery, City Clerk

____
Print Name of Witness 2

Date: _______________________________

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _________________, 2026 by Avila Santiago and Joyce Raftery, Mayor and City Clerk, respectively, of The City of Deltona, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public _________________________

____
Printed Name:

Commission No. ______________________

Approved as to form by:

____
TG Law PLCC, City Attorney

Signed, sealed, and delivered in the presence of:

COUNTY OF VOLUSIA, a political subdivision of the State of Florida

____
Witness 1

____
Jeffrey S. Brower, County Chair

____
Print Name of Witness 1

____
Witness 2

Attest
By: ________________________

____
Print Name of Witness 2

____
George Recktenwald, County Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _________________, 2026 by Jeffrey S. Brower, County Chair of the County of Volusia, Florida, a political subdivision of the State of Florida, on behalf of the County. They are personally known to me and did not take an oath.

Notary Public ________________________

____
Printed Name:

Commission No. _____________________

Approved as to form by:

____
Christopher Ryan
Assist. County Attorney

Signed, sealed, and delivered in the presence of:

Deltona Burgers LLC, a Florida limited liability company

____
Witness 1

____
Issac Ryba, Authorized Signatory

____
Print Name of Witness 1

____
Witness 2

____
Print Name of Witness 2

STATE OF ______________
COUNTY OF ______________

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _________________, 2026 by Issac Ryba, the Authorized Signatory of Deltona Burgers, LLC, a Florida limited liability company, on behalf of the entity. He is personally known to me and did not take an oath.

Notary Public ________________________

____
Printed Name:

Commission No. _____________________

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT “B”
PROPORTIONATE FAIR SHARE

EXHIBIT "C"
VOLUSIA COUNTY IMPACT FEE CREDIT INSTRUCTIONS