

THIS INSTRUMENT WAS PREPARED BY

AND AFTER RECORDING RETURN TO:

~~TG Law, PLLC Marsha Segal-George~~

City Attorney

City of Deltona

2345 Providence Boulevard

Deltona, Florida 32725

Exhibit "A" to Ordinance No. ~~18-2022~~ 14-2025

DEVELOPMENT AGREEMENT

for project known as Halifax Crossings Mixed-Use Planned Unit Development (MPUD) located at Halifax Crossings Boulevard (hereinafter referred to as the "Subject Property"). ~~†~~The currently undeveloped lots within the Halifax Crossings subdivision, as per the plat thereof recorded in Plat Book 57, Page 100, of the Public Records of Volusia County, Florida which are part of the project known as Halifax Crossings Mixed-Use Planned Unit Development (MPUD) located at Halifax Crossings Boulevard (such currently undeveloped lots 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 _____, ~~2022~~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 part of 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, at the Public Hearing on June 16, 2025, the Applicant stipulated to the removal of MDP Option A, which consisted of the MDP as approved under Ordinance 18-2022, and agreed to proceed with Option B exclusively, which is the updated MDP as outlined in the Development Agreement (DA); and

~~**WHEREAS**, the updated 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)~~35.89 acres to be utilized as multi-family uses, with a cap of ~~five-eight~~ hundred and ~~seventy-five~~575 dwelling units with 300 of the units being age restricted on 5.90 acres; 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, and Exhibit "G" the Halifax Crossings MPUD DA approved in 2022, 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 consideration, 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.](#)

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 one or more~~ Property Owners Associations (POA) and shall be depicted/noted on the Final Plat(s) of the ~~Subject p~~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, ~~age-restricted~~ 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.~~
 - ~~III. Cluster Residential, age-restricted 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. The 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 ~~75.71~~21.4 ~~58.85~~ 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 ~~a~~a ~~suites~~ hotel ~~type of format~~ that is at a minimum of three (3) stories tall ~~and occupies no less than 2.6 acres of land or and occupies a site area sufficient what is necessary~~ to accommodate horizontal control like buffers, parking, drive 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: ~~40.5~~ 1 acres;

- (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~~Subject 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 Subject 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.C. Medical Support Facilities District.

I. General Description: The Medical Support Facilities District will occupy approximately ~~15.04.21~~ acres of land and shall generally provide long-term medical care services on 4.21 acres.

II. Permitted Uses:

(1) Assisted living, memory care, and nursing care facilities ~~ss 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.~~IV. 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%);

~~V.~~IV. 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~~Subject 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.~~D. Multi-family Residential, Primary District.

- I. General Description: The Multi-family Residential, Primary District will be located on ~~13.529.99~~ acres of land and shall generally provide for-rent residential housing opportunities.

~~1.(1) If the developer chooses to proceed with Option B, the The multi-family Residential development(s) shall be limited to a maximum of 29.99 acres of land and no more than 275550 units. 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 approval by 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).~~

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.
- (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.

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): 20 units per acre not to exceed ~~275-550~~ units. ~~for Option A, if Option B is built the units shall not exceed 575 units;~~

VI. Minimum Lot Standards:

~~(1)~~ Minimum lot area: 13.0 acres;

~~(1)~~ —

~~(2)~~ Minimum lot width: 400 feet;

~~(3)~~~~(2)~~ Maximum impervious surface ratio (ISR): Seventy-five percent (75%);

~~(4)~~~~(3)~~ Maximum lot coverage (in %): Forty percent (40%);

VII. 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~~Subject 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;

~~F.E.~~ Age-Restricted Multi-family Residential, ~~Age-Restricted~~ District.

I. General Description: The Multi-family Residential, Age-Restricted District occupies approximately ~~25-5.90~~ 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

II. Permitted Uses:

(1) Multiple-family dwellings, independent living, assisted living, 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)~~(4) Signage, as restricted by the City's Land Development Code, as it may be amended from time to time; and

~~(7)~~(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 minimum density (in dwelling units per acre): 12 units per acre;~~

~~V.IV.~~ Proposed maximum density (in dwelling units per acre): ~~17 units per acre, n~~Not to exceed ~~420-300~~ units;

~~VI.V.~~ 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.~~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 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~~Subject 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;~~

~~G. 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 earthtone pallet ranging from beige, terracotta and brown colors.
9. **Utility provision and dedication.** The Owner/Developer shall connect to 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 one or more an established Pp property Owners Association(s) 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 propertySubject Property shall conform to all federal, state, and local permits/requirements shall be the sole responsibility of thesuch Pp property Owners Association(s), 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 propertySubject Property, internal and external, shall comply with City Codes. No access to the propertySubject 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 Subject Property Development. The bicycle/pedestrian accesses shall be constructed before any ~~site plan approvals are~~certificate of completion~~occupancy is~~ issued within any portion of the Subject pPProperty located east of the Halifax Crossings Boulevard. 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 one or more the POAa property owners associations to maintain. However, any work within the Halifax Crossings Boulevard. 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 ~~site plan application is~~certificate of completion~~occupancy~~ issued ~~a DO~~ 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 [one or more property owners associations](#) ~~an 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 [a property owners association](#) ~~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 ~~associated with~~ [for](#) the MPUD relies on the original ~~Halifax Crossings BPUD~~ trip cap of 17,415 external [daily](#) trips. The 17,415 ADT ~~trip cap will be apply~~ cumulatively [to both the remaining land within the Halifax Crossings MPUD](#) applied to land remaining within the Halifax Crossings BPUD and the land rezoned to MPUD. The ~~remaining BPUD trips~~

~~includes allocated to the MPUD include~~ the UF/Halifax Hospital complex, McDonalds fast food ~~restaurant, restaurant,~~ and the Wawa convenience store. To date, the ~~se above~~ three uses within the Halifax ~~BPUD-MPUD~~ have ~~used~~ accounted for 10,256 trips. ~~The proposed development program within the six (6) proposed Districts at buildout will generate 6,980 trips. At full buildout according to traffic engineering firm VHB, the projects—BPUD and MPUD—will generate 17,236 trips.~~

~~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.~~

~~The applicant shall provide an updated accounting of external daily trips for each development phase, using the most current edition of the ITE Trip Generation Manual to determine the applicable trip generation rates.~~

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

~~The MPUD rezoning will also be controlled by the improvements and fair share requirements of the Halifax Crossings BPUD. A list and status of the improvements and fair share payments are as follows:~~

<u>Roadway</u>	<u>Intersection</u>	<u>Direction</u>	<u>Status</u>	<u>Threshold</u>
Improvement	Intersection	Direction	Status	Threshold
Improvement	SR 472/Graves	Eastbound	Completed	8,664 ADT or
6,500 ADT	Av./Halifax	Eastbound	Completed	200 peak hour
lanes	Graves	Eastbound	Completed	200 peak hour
15,500 ADT	Av./Halifax	Not Paid	Volusia County	left turns
Right turn lane	Howland	Westbound	Completed	4,237 ADT or
Threshold	Blyd./Halifax	Westbound	Completed	75 peak hour
6,500 ADT	Graves	Not	Volusia County	right turns
Dual left turn	Graves	Southbound	Not	13,567 ADT or
lanes	Graves	Southbound	Completed	200 peak hour
lanes	Blyd. (EKA)	Completed	New TIA	left turns
	Graves	Completed	New TIA	left turns
	Av./Howland			
	Blyd./Howland			
	Blyd.			

Roadway Improvements

Fair Share

~~Currently two (2) out of three (3) access improvements have been completed. However, a programed fair share payment to the County in the amount of \$606,540.98 has not been paid. This fair share amount will need to be paid to the County before an application for any site plan or plat regarding the MPUD is accepted by the City. As per the request of the County any fair arrangement may be subject to a tri-party agreement.~~

~~Traffic engineering firm VHB prepared a Summary of Trip Generation table that illustrates the current trips used and the number of trips generated as part of the uses within the proposed MPUD. Note the density expressed in the number of units or the number of beds will be used to establish max density within the residential, care facility, and hotel elements of the MPUD. In addition, the square footage of the represented land use will be factored into the intensity allowances of the applicable development districts. The VHB Summary of Trip Generation table is attached as Exhibit "F".~~

~~There are a number of uses allowed within the Commercial District not represented as part of the VHB Summary of Trip Generation table. These uses have different trip generation characteristics than the uses VHB analyzed as part of the MPUD. To provide some use flexibility, use allocation will be subject to an equivalency standard to ensure trips and uses are appropriately managed.~~

~~In order to ensure the improvements, equivalency standards, and fair share are appropriately addressed and the trip cap is not exceeded, a full and updated version of the VHB Summary of Trip Generation will need to be submitted and reviewed as a part of any land development site plan application. These standards shall be applied to any area within the MPUD regardless of existing or future ownership characteristics.~~

~~Finally, if any project results in the 17,415 ADT trip cap being exceeded a major amendment to this PUD or a rezoning will be required. A full traffic impact analysis will be required as part of the major amendment to the MPUD or a rezoning. New fair share requirements and transportation improvements, amongst other applicable traffic information, will need to be addressed as part of the TIA effort.~~

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 and maintenance of the medians, roadside landscaping, and irrigation will be the responsibility of the Halifax Crossings Property Owners Association (POA). Halifax Crossing Boulevard is dedicated to the City of Deltona, and all other roadways shall be the responsibility of the Halifax Crossings POA. ~~Utility corridors and related reservations as per County of Volusia specifications. Roadway within the Medical Village extending from Halifax Crossings Blvd. to the Multi-Family,~~

~~Age Restricted District shall be dedicated to the City. This roadway dedication shall include the roundabout planned (if deemed appropriate by the City) near the Wellness District.~~

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 (23) 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.~~

~~17-18.~~ **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.

~~18-19.~~ **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.

~~19-20.~~ **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 (~~2027~~) of this Agreement.

20-21. Concurrency and Vested Rights. The Owner/Developer acknowledges and agrees that prior to the issuance of any development orders for the ~~Property~~Subject 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.

21-22. Environmental and Tree Preservation. The ~~property~~Subject 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~~Subject 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~~Subject 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.

22-23. Property Owners Association. The Subject Property is ~~within or shall be incorporated into~~ subject to the Halifax Crossings POA and encumbered by the Declaration of Covenants, Conditions, ~~and~~ Restrictions and Easements of the Halifax Crossings Property Owners Association recorded on Official Record Book 7186 Page 3754, Public Records of Volusia County, Florida, as ~~may be~~ amended from time to time. Any development of the Subject Property shall be accomplished by either replat(s) (or site plan(s) if no further subdivision of such existing lot(s)) of the existing undeveloped lots that make up the Subject Property. The Owner/Developer shall create one new property owners association for each new subdivision. No new common areas shall be conveyed to private ownership by the Halifax Crossings Property Owners Association absent the written agreement of all members thereof. The new property owner's association(s) POA. One or more sub-associations within Halifax Crossings POA shall be created and 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~~ All Any new property owners association documents will need to be ~~formulated and then~~ 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 be rectified through a Code Enforcement violation.

23-24. **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.

24-25. **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.

25-26. **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~~be replaced or be in lieu of the aforementioned process. Said notice shall be sent to the following, as applicable:

~~26.~~

OWNER/DEVELOPER'S REPRESENTATIVES:

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

CITY'S REPRESENTATIVES:

~~Interim~~ City Manager

City of Deltona
2345 Providence Boulevard
Deltona, Florida 32725

With a copy to:

Director

~~Community 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.

27-28. **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.

28-29. **Captions.** The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.

29-30. **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.

30-31. **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.

31-32. **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.

~~32-33.~~ **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.

~~33-34.~~ **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.

~~34-35.~~ **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.

~~35-36.~~ **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.

~~36-37.~~ **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.

~~37-38.~~ **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 _____, 202~~5~~², 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 _____, 202~~5~~², 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 _____, ~~2022~~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