

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

~~Marsha Segal-George~~

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

Exhibit "A" to Ordinance No. ~~01~~-20212

DEVELOPMENT AGREEMENT

for the project known as ~~THREE ISLAND LAKE NORTH~~ ISLAND WALK NORTH
Planned Unit Development (PUD) located on Parma Drive, Deltona, FL 32738
(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 _____, 20___, 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"), PARMA DELTONA INVESTMENT GROUP, LLC, a Florida limited liability
company (hereinafter referred to as the "Owner" and as the "Developer").

W I T N E S S E T H

WHEREAS, the Owner warrants that it holds legal title to 19.84+/- acres 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, Parma Deltona Investment Group, LLC owns the Subject Property
and intends to develop such property as Residential PUD; 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 of 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, the Owner/Developer has sought the City's approval to develop the Subject Property, and the City approved Ordinance No. 01-2022, through rezoning the Subject Property to a form of Planned Unit Development (PUD), as defined under the City's Land Development Code on _____. The PUD shall consist of this Agreement as the Written Agreement of the PUD and an Exhibit "C", Master Development Plan (MDP), attached hereto and by this reference made a part hereof as the Preliminary Plan, subject to the covenants, restrictions, and easements offered by the Owner/Developer and contained herein, (hereinafter the "Master Development Plan"). Where more detailed criteria for City required submittals exceed the criteria required for an MDP, the more detailed criteria applies.

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 owner of the Subject Property is: Parma Deltona Investment Group, LLC.

3. **Title Opinion/Certification.** The Owner/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 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 ~~is~~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

Ordinance No. 01-2022

Island Walk North PUD DA

Draft Underline/Strikethrough Format - 11/19/2021

Ordinances, the use listed in this Agreement shall prevail.

- A. ~~Three Island Lake~~The Island Walk North RPUD is consistent with the Comprehensive Plan Policies specific to this Subject Property.
- B. Permitted principal uses allowable on the Subject Property:
1. Residential – Single Family Residential not to exceed 52 units;
 2. Recreational Amenities serving ~~Three Island Lake~~Island Walk North PUD residents will be provided as shown on the MDP, to generally include a neighborhood park with playground equipment and natural open space areas;
 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. However, any covenants and restrictions regarding home occupations associated with the project may be more restrictive than City requirements. These covenants and restrictions will not be implemented or enforced by the City and will be the responsibility of the Homeowners Association to enforce;
 4. ~~Temporary Signage – A two-sided sign, with a copy area on each side not to exceed 100 square feet, shall be permitted at the intersection of Parma Drive and the main spine road servicing the Subject Property, as depicted on the Master Development Plan and at the corner of Parma Drive and Lake Helen Osteen Road. The signs shall be utilized to direct potential home buyers to the Subject Property from Lake Helen Osteen Road for sales purposes and shall be permitted so long as a builder or master developer has homes for sale on the Subject Property~~All signs shall be consistent with Chapter 102 of the City's Land Development Code, as it may be amended from time to time. However, the entrance sign shall be a free-standing monument sign of no more than six feet high including an 18-inch tall base. The copy area shall feature no more than 30 square feet. The sign shall not contain any electronic messaging. Foundation landscaping will be a required element of the sign. The entrance sign shall be presented as part of a preliminary or final plat submission and approved by the Development Review Committee (DRC). An elevation of the sign, including color renditions, landscaping and other design elements shall be part of the plat submittal to the DRC. The entrance sign and related landscaping shall be maintained in a like new condition by the HOA; and
 5. Infrastructure associated with the above listed uses.
- C. Prohibited principal uses, if any:
1. Uses that are not customary residential;
Mobile/manufactured homes defined by the United States Department of Housing and Urban Development.

- D. Proposed minimum density: ~~2.6 units/acre~~ N/A
- E. Proposed maximum density: ~~3.0~~ 2.62 units/acre
- F. Impervious surface ratio is not to exceed 60% of the gross square footage for the Subject Property.
- G. Maximum lot coverage: 60%
- H. A five (5) feet minimum landscape buffer will be provided on the non-street frontage sides of the Property. A 25' landscape buffer will be provided along Parma Drive. All landscape buffers shall meet the minimum landscaping and buffer yard requirements as per the City's Land Development Code. Stormwater management facilities, above ground infrastructure, recreational amenities, etc. shall not be placed within buffer yards. These buffers shall consist of native vegetation and shall be maintained in a natural state on the property even during construction of the project, except grading to match the grade of adjacent lots may be permitted in the buffer areas as long as all minimum landscape buffers standards are maintained after construction. The placement of infrastructure within landscape buffers shall be consistent with the City of Deltona Land Development Code.
- I. Minimum lot size area: 4,800 sq. ft.
- J. Minimum lot width (in feet): 40 ft.
- K. Minimum yard setbacks:
1. Front yard: 20 ft.
 2. Front yard for garage: 25 ft.
 3. Side yard (for buildings, and accessory structures including pools & patios): 5 ft.
 4. Street side yard (defined as area extending from the front yard to the rear yard between the lot line abutting a public street and the required setback): 15 ft.
 5. Rear yard: 10 ft.
 6. Projections of sills, belt courses, cornices, buttresses, ornamental features, chimneys, eaves, and other similar features may project no more than 25 inches into required yards.
- L. Maximum building height (in feet): 35 ft.
- M. Minimum floor area (in square feet): 1,200 square feet.
- N. Accessory structures shall meet the requirements provided in Section 110-827 (Accessory uses and structures) of the City's Land Development Code as

it may be amended from time to time.

O. Model Homes. The number of model homes shall be limited to five (5). Model home development shall be consistent with Sec. 110-819(a) of the City of Deltona Land Development Code, as it may be amended from time to time. The developer may apply for building permits for model homes contingent on the following:

1. A preliminary plat is approved for the project where the model homes are planned;
2. Roadways are created and stabilized as to allow safe passage by applicable personnel including workers, inspectors, emergency responders, etc.;
3. All stormwater infrastructure needed to support the model homes is installed/constructed to manage drainage;
4. Fire protection water supply and minimum required fire flows shall be made available in accordance with Section 96-45 of the City of Deltona Land Development Code and [Chapter 18 of NFPA 1-2015 Edition Fire Code, 2018 Edition, Chapter 18 Fire Department Access and Water Supply](#);
5. A certificate of occupancy (CO) shall not be granted for a model home until the infrastructure has been completed and accepted by the City of Deltona and the plat is recorded.
6. Additional conditions may be required by City staff to address specific site concerns.

P. Mobile Offices. Mobile offices shall comply with applicable provisions of Sec. 110-819(b) of the City Land Development Code as it may be amended from time to time.

Q. Minimum parking standards:

1. All lots shall provide a minimum of 25 ft. from the lot line to the face of the garage door to ensure that sufficient depth is provided to allow parking in the driveway without obstructing public sidewalks.
2. Each dwelling shall be constructed with a minimum of a two-car garage and each driveway accessing a garage shall have a minimum width of 18 feet.
3. Only operable vehicles having less than or equal to a 10,000-pound GVWR shall be parked in a driveway.
4. No boat, trailer, recreational vehicle or other equipment ~~except as otherwise specified~~ shall be parked/stored in a driveway.

5. Overflow Parking:~~In addition,~~

- a. The designated visitor or overflow parking areas shall be separately created and depicted on the MDP.
- b. The number of overflow parking places provided shall be factored at a ratio of 1 space per 10 dwelling units; fractional spaces will be rounded to the nearest whole number.
- c. The overflow parking space areas shall be strategically located throughout the development.
- d. In addition, maintenance of the parking areas, including striping, sound pavement condition, curbing, landscaping, etc. shall be the responsibility of the Homeowners Association ("HOA").
- e. Landscaping, design and other elements of the overflow parking shall be addressed during the subdivision review process.

6. ~~Finally, n~~ No unpaved area shall be used to park, store or otherwise accommodate any vehicle, car, truck, trailer, boat, recreational vehicle or other equipment.

~~Q.~~ 7. Parking shall be consistent with all other City regulations (Sec. 110-828 and Sec. 110-829) which do not conflict with the parking requirements associated with this Development Agreement.

R. 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 ~~site plan~~subdivision application submittal. In addition, street lights are required and there will be a street light assessment district established. In no cases shall the HOA, residents, or any other entity cause street lights to be removed, rendered inoperable or otherwise not illuminate. Street lighting shall be maintained by Owner/Developer/HOA. Furthermore, the street light design shall be consistent with International Dark Sky standards.

S. Architectural diversity standards~~controls~~ and development on the Subject Property shall follow a common architectural theme as listed in this Agreement by harmoniously coordinating the general appearance of all buildings and accessory structures. All other controls and variations shall be defined by a Homeowners Association or Property Owners Association, as defined within this Agreement.

- 1. All structures shall complement one another and shall convey a sense of quality and permanence. Nothing contained herein shall require, nor preclude, a uniform architectural style or design aesthetic within the single- family residential neighborhood. This shall permit, ~~but not require,~~ a diversification of architectural styles, materials, and ~~or~~

designs available to homebuilders within the single-family residential neighborhood, so long as such styles are complementary and form a cohesive and aesthetically pleasing development. The use of the same front elevation façade shall be allowed two (2) lots removed and across the street from a lot with the same façade, for the purpose of reducing architectural monotony. Any request to deviate from the architectural diversity standards established herein shall be forwarded to the Development Review Committee for consideration.

2. Exterior walls facing public rights-of-way shall be constructed of finished materials such as stucco, natural brick or stone, finished concrete, wood or concrete fiberboard or other similar materials on all sides.
3. Utility boxes, air conditioning condensers, pool pumps and similar mechanicals/apparatuses shall be screened from the public rights-of-way by architectural screening consistent with the structure or landscaping of sufficient density and maturity at planting to provide opaque screening. The homeowner's association established for the project shall be empowered to enforce this requirement and impose fines for failure to provide required screening. All other controls and variations shall be defined by a HOA. The City shall not be responsible for implementing or ensuring the implementation of controls by the applicable HOA.
4. Accessory structures shall be allowed subject to the impervious surface ratios and lot coverage threshold set by ~~the City~~ this Development Agreement.

T. Utility provision and dedication: The Owner/Developer shall connect to the City of Deltona's central utility systems at their sole cost and expense. Utility fees shall be paid to Deltona Water before any building permit is issued. Central utility systems including water, wastewater and reclaimed water 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. Above ground utility infrastructure (i.e. lift station) will not be located within landscape buffers and shall be located in a manner that does not impact residential uses. There is recognition this project will need to be served by the City central sewer system which is not readily available. Therefore, before a plat is accepted by the City for review, a pioneer agreement needs to be finalized with the City and a schedule for sewer installation needs to be determined. The pioneer agreement shall include information and specifications regarding pipes, lift stations, etc.

U. Stormwater and Environmental: A master stormwater system shall be owned and maintained by an established HOA in private ownership and shall not be dedicated to or become the responsibility of the City of Deltona. The City shall

be granted a maintenance easement over the stormwater system to address emergency maintenance, if needed, but shall have no obligation to maintain. 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 HOA, 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. A portion of the property is located within the 100-year floodplain. No final platted lots in part or whole shall be platted or created within the 100-year floodplain. In addition, all non-passive development like road rights-of-way and stormwater ponds shall be directed away from the 100-year floodplain area. Any unavoidable impact to the 100-year floodplain shall be subject to all applicable ~~except as specifically permitted during subdivision review and subject to all applicable~~ regulations relating to the provision of compensating storage.

V. Transportation, site access, and traffic devices: The Owner/Developer is responsible for all transportation improvements within the Subject Property and any off-site transportation requirements, as a result of the proposed development, for site function, that maintains or improves the level of service for area roadways, and ensures the public health, safety, and welfare for the community. All permits shall be obtained from appropriate permitting agencies prior to development and the City shall determine the appropriate level of service per the City Comprehensive Plan and current traffic counts. In addition, a sidewalk shall be constructed fronting the Subject Property along Parma Drive connecting to the existing sidewalk along Lake Helen Osteen Road. Emergency access shall be provided to Fox Chapel Court as shown on the MDP. This access involves the improvement of off-site areas to access the Fox Chapel Court cul-de-sac. To reach the Fox Chapel Court right-of-way the emergency access will occupy an unimproved city drainage right-of-way as per the Deltona Lakes Plat. The City has determined the drainage right-of-way will not be needed in the foreseeable future. Therefore, the City does not object to the use/conversion of this area to accommodate the emergency access. The emergency access shall be graded such that stormwater runoff shall be directed westward towards the existing natural drainage retention area. Maintaining the emergency access as an open and passable stabilized, all weather access shall be the responsibility of the HOA. This will include regular mowing. HOA documents shall contain a provision for there be at least \$20,000 set aside for maintenance of the access and all improvements appurtenant to. Finally, a gate shall be erected at the western extend of the Deltona Lakes Unit 58 Drainage Utility Easement. The gate shall be secure with a chain or locked latch. A knox padlock shall be installed for Fire Department access. The HOA shall be responsible for maintenance of the gate.

~~V.~~ A southbound left turn lane shall be provided at the Lake Helen-Osteen Road/Parma Drive intersection. The existing striped median shall be restriped

to provide a minimum 100-foot (50-foot taper included) left turn lane, which will allow left turning traffic to queue out of the through travel lane. Lake Helen-Osteen Road is a County maintained road. Therefore, coordination with Volusia County Traffic Engineering during the development process of this site is necessary. In addition, Volusia County will make the final determination regarding the design and dimensions at the required left turn lane.

W. Development Phases: The Subject Property may be developed at one time or in phases. If developed in phases, each phase must comply with and satisfy the terms and conditions provided for herein.

X. Common Open Space: No less than 25% of the RPUD will be considered common open space. It shall be dedicated to and maintained by a HOA. Maintenance guarantees shall be included in the Development Agreement. The common open space area shall be open for all residents for recreation or other leisure uses and may include amenities such as open fields, shade trees and benches & playground equipment, as shown on Tract ~~MC~~ on the MDP. The amenities shall be subject to the City site plan review process as per Chapter 75 of the City's Land Development Code and will include, but not be limited to, a review of parking, stormwater, landscaping, etc. The City is under no obligation to build, construct or maintain these amenities. The amenities shall be constructed and otherwise provided before the first Certificate of Occupancy is granted for the project. Finally, these amenities, ~~if constructed~~ will be subject to all applicable permitting requirements. Visitor or overflow parking shall be provided on common area tracts as per Section Q. ~~One or more group mailboxes shall also be installed consistent with USPS requirements in common open space tracts as identified during subdivision review.~~ All Common Open Space and amenities shall be owned and maintained by the HOA in private ownership and shall not be dedicated to or become the responsibility of the City of Deltona.

Y. Centralized Mail Delivery: A centralized mail kiosk will be provided consistent with USPS requirements as shown on Tract C of the MDP or as otherwise located during subdivision review and approval by the City.

7. Public Facilities/Land Dedication. Facilities or tracts that either are or shall become public facilities/tracts that will serve the development and/or are on the Subject Property are, as follows:

- A. All rights of way shall be dedicated to the public pending review and acceptance by the City.
- B. All lift stations shall be dedicated to the public pending review and acceptance by the City.
- C. No additional facilities or lands are to be dedicated to the public.

8. Development Permits/Fees. The Owner/Developer is responsible for

obtaining, permitting, and the payment of all fees for facilities and services to ensure 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 City impact fees, ~~but may be used~~ However, fair share may be negotiated with the County ~~Approval, for~~ regarding County transportation impact fees.

9. **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 thirty (30) days written notice to commence and ninety (90) days to complete said required obligation. If the Owner/Developer fails to complete the obligations within the ninety (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 notice to the address or addresses set forth in Paragraph (~~23~~20) hereof.

10. **Site Plan/Plat Approval.** Exhibit "C", the Master Development Plan, is the Preliminary Plan of the PUD 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 an MDP, the more detailed criteria applies.

11. **Indemnification.** The Owner/Developer shall indemnify and hold the City harmless from any and against all claims, demands, disputes, damages, costs, 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.

12. **Compliance.** The Owner/Developer agrees that it, and their 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 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 ~~provisions of this Development Agreement~~ more restrictive regulations shall govern the development of the Subject Property.

13. 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 thirty (30) days written notice to commence and ninety (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 ninety (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 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 (2420) of this Agreement.

14. 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.

15. Environmental and Tree Preservation. The Owner/Developer is responsible to obtain all site related permits and approval prior to any development activity on or for the Subject Property. This may involve mitigation for habitat of threatened or endangered flora and fauna or for species identified by a biological survey submitted as part of the subdivision review process. This Agreement does not vest or exempt the Owner/Developer from any permitting and mitigation obligations needed to develop a Subject Property. In addition, tree replacement and/or wetland mitigation fees, as applicable, shall be paid in full upon issuance of ~~a preliminary plat or, if the project is not phased, a final~~ a development order for a subdivision application. ~~If the~~ The property contains gopher tortoise habitats, ~~then~~ Therefore, the site will need to be surveyed and, if deemed necessary, tortoises relocated. Any relocation of tortoises needs to be consistent with applicable permitting agencies. The property contains about 3.449 acres of forested and herbaceous wetlands. A minimum of 25' of upland buffer shall be maintained adjacent to all ~~remaining~~ wetland areas. No lots shall contain any wetland or wetland buffer area.

The wetlands on site are part of a hydro-ecological corridor connecting the Three Island Lakes system and larger forested wetland areas situated to the north of the Island Walk North project. The hydrological connection has been enhanced in the past by the creation of a drainage way connecting Three Island Lakes and the wetland systems both on and off of the Island Walk North project.

The design of the Island Walk North project can be considered a cluster type subdivision where smaller lots are created to afford a high level of safeguard to natural resources. However, each cluster area of Island Walk North will be connected by the creation of a local road accessing Parma Dr. The roadway has been strategically located to minimize impacts to wetlands and wetland buffers. Minor impacts to wetlands and wetland buffers will be mitigated as per the City Land Development Code and other wetland permitting agencies as applicable.

The wetland crossing involves the aforementioned drainage way connecting Three Island Lakes and other wetland areas located in the northeastern section of the City. This connection is critical for maintaining drainage in the northeastern area of the City. In addition, the connection is mostly natural and acts as a wildlife corridor for amphibians, reptiles and small/medium size mammals.

Therefore, in order to ensure appropriate drainage and to protect wildlife movement, the crossing shall be designed in a manner that allows applicable water conveyance and promotes the movement of wildlife under the roadway. Wildlife underpasses are documented to minimize vehicle/wildlife collisions. However, the underpass needs to be designed as to maximize wildlife use. Some wildlife underpass concepts which need to be considered regarding the creation of the wildlife underpass are as follows:

- 1) The underpass needs to be of significant height and width to allow wildlife to see light on each side of the underpass.
- 2) The bottom grade of the underpass shall mimic the existing topography.

3) Since the underpass will also facilitate water conveyance, the underpass shall be designed to allow wildlife access during high water events.

4) Fencing shall be used to channelize wildlife movement to the underpass.

~~15.~~

16. **Homeowners Association.** The charter and by-laws of the HOA for the Subject Property and any deed restrictions related thereto shall be furnished to the City for approval by the City Attorney prior to the recording thereof in the Public Records of Volusia County, Florida. Such recording shall take place before a Certificate of Occupancy is issued for the first development project on land covered by this Agreement. The HOA shall at a minimum be responsible for maintaining the common open space, amenities, overflow parking, any common utility systems, such as for irrigation and site lighting, and project signage. The Owner/Developer shall be responsible for establishing the HOA and recording said information in the Public Records of Volusia County, Florida. 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 HOA shall adhere to all regulations including this Development Agreement, environmental requirements, etc. The HOA shall be ~~in~~the contact regarding the maintenance of amenities, landscaping, signage, and any code compliance matters thereof.

17. **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.

18. **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 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 (if applicable), electric, cable, gas, fire protection and telecommunications.

19. **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.

20. **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'S/DEVELOPER'S REPRESENTATIVES:

Parma Deltona Investment Group, LLC
c/o Sadique Jaffer, Manager
103 Commerce Street, Ste. 160
Lake Mary, FL 32746

William E. Barfield, Esq.
William E. Barfield, P.A.
225 S Westmonte Drive, Suite 2040
Altamonte Springs, FL 32714

CITY'S REPRESENTATIVES:

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

With copy to:

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

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

21. **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.

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

23. **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.

24. **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.

25. **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.

26. **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.

27. **Recordation of Agreement.** The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Owner/Developer's expense, in the Public Records of Volusia County, Florida.

28. **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. Venue of any litigation relating to this Agreement shall be in the courts of Volusia County, Florida.

29. **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 City Commission adoption of Ordinance No. ~~01—2022~~⁴; 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 execution and recordation of this Agreement has occurred.

30. **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.

31. **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.

[Ordinance No. 01-2022](#)

[Island Walk North PUD DA](#)

[Draft Underline/Strikethrough Format - 11/19/2021](#)

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DRAFT

OWNER/DEVELOPER

~~PARADISEOSTEEN GROUP,~~
LLCPARMA DELTONA INVESTMENT
GROUP, LLC

By: **Sadique Jaffer**

Signature of Witness # 1

Print or type name

Signature of Witness # 2

Print or type name

Signature

Print or type name

AS:

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 _____, 20__, by _____, 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

Print or type name

(NOTARY SEAL)

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 _____, 20__, 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

~~Marsha Segal-George~~
City Attorney

EXHIBIT "B"

Legal Description

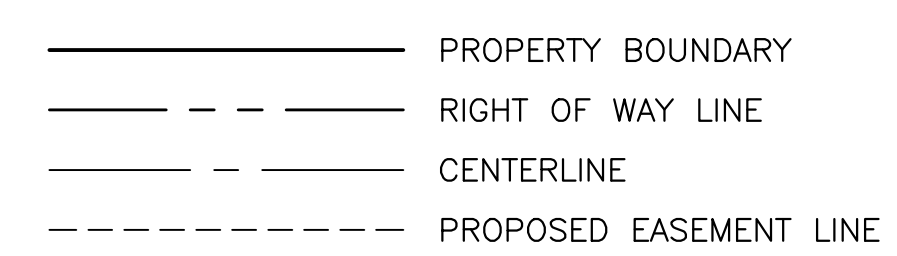
THE SOUTH 1/2 (S 1/2) OF THE SOUTH 1/2 (S 1/2) OF GOVERNMENT LOT 11, SECTION 3, TOWNSHIP 18 SOUTH, RANGE 31 EAST, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

ALSO DESCRIBED FOLLOWS: (DESCRIPTION BY SURVEY)

THE SOUTH 1/2 OF THE SOUTH 1/2 OF GOVERNMENT LOT 11 IN SECTION 3, TOWNSHIP 18 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA DESCRIBED FOLLOWS:

BEGIN AT A POINT IN THE EAST RIGHT-OF-WAY LINE OF PARMA DRIVE (A 60.00' WIDE PUBLIC RIGHT-OF-WAY), SAID PARMA DRIVE AS SHOWN ON THE PLAT OF DELTONA LAKES UNIT THIRTY-FIVE AS RECORDED IN PLAT BOOK 27 PAGES 150 THROUGH 157 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT BEING THE NORTHWEST CORNER OF LOT 1 BLOCK 1514, ACCORDING TO THE PLAT OF DELTONA LAKES UNIT FIFTY-EIGHT AS RECORDED IN PLAT BOOK 28 PAGES 73 THROUGH 76 OF SAID PUBLIC RECORDS, SAID POINT ALSO BEING THE SOUTHWEST CORNER THE SOUTH 1/2 OF GOVERNMENT LOT 11 IN AFORESAID SECTION 3, TOWNSHIP 18 SOUTH, RANGE 31 EAST; THENCE RUN N00°11'57"E ALONG THE EAST LINE OF SAID PARMA DRIVE, A DISTANCE OF 653.86 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF SAID GOVERNMENT LOT 11; THENCE RUN S88°35'02"E ALONG THE NORTH LINE OF SAID SOUTH 1/2 OF THE SOUTH 1/2 OF SAID GOVERNMENT LOT 11, A DISTANCE OF 1318.69 FEET TO THE NORTHEAST CORNER OF SAID SOUTH 1/2 OF THE SOUTH 1/2 OF GOVERNMENT LOT 11; THENCE RUN S00°10'54"E ALONG THE EAST LINE OF SAID SOUTH 1/2 OF GOVERNMENT LOT 11, A DISTANCE OF 654.81 FEET TO THE SOUTHEAST CORNER OF SAID SOUTH 1/2 OF GOVERNMENT LOT 11; THENCE RUN N88°32'52"W ALONG THE SOUTH LINE OF SAID SOUTH 1/2 OF GOVERNMENT LOT 11, A DISTANCE OF 1323.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 19.835 ACRES MORE OR LESS AND BEING SUBJECT TO ANY RIGHTS OF WAY, RESTRICTIONS, AND EASEMENTS OF RECORD.



TYPICAL ROADWAY SECTION
(ALL STREETS TO BE PUBLIC)

Diagram illustrating a typical roadway section for all streets to be public. The section shows a central asphalt road surface with 2% slopes, a 6" thick concrete sidewalk, and a 4" thick curb. Dimensions are given in feet and inches. The diagram includes a detail view of the depressed (Miami) curb.

DEPRESSED (MIAMI) CURB DETAIL

NTS

1.5" TYPE S-1 OR SP12.5 ASPHALT = $0.44 \times 1.5 = 0.66$
 6" LIMEROCK LBR-100 = $0.18 \times 6 = 1.08$
 8" STAB. SUBGRADE LBR-40 = $0.10 \times 8 = 0.80$
 SN = 2.54